Staff Report

TO: City Council

FROM: Gustavo J. Romo, Deputy City Manager
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DATE June 17, 2025

SUBJECT: Development Agreement by and between the City of Beaumont and Beaumont Regency AVG LLC (PLAN2025-0177)

Description Conduct a Public Hearing for Consideration and Approval of a Development Agreement (DA) between the City of Beaumont and Beaumont Regency AVG LLC for the development of a 279,941 square-foot (sf) commercial shopping center at Oak Valley Parkway and the I-10 Freeway (Project) on a 28.95 acre site (Site), Adoption of a Resolution Approving the Off-Site Traffic Improvements Reimbursement Agreement (RA), Adoption of a Resolution to approve Amendment No. 6 to the City Five-Year Capital Improvement Plan for Fiscal Years 2025-2029 (CIP), and Amend the Fiscal Year 2024-2025 Budget. The DA has been determined exempt under Article 12, Section 15183 (Projects Consistent with a Community Plan or Zoning) of the California Environmental Quality Act (CEQA).

Background and Analysis:

Planning Commission Action

On May 28, 2025, the Planning Commission conducted a public hearing, approved a Plot Plan for the retail center layout and design, Variances for reduction in parking and open space, and Sign Program for the subject development with conditions of approval and findings in accordance with Section 15183 of the CEQA Guidelines identifying the Project as exempt from further environmental review. The Commission also recommended approval of the DA to the City Council by adoption of an ordinance of the City Council.

Applicant

On December 19, 2024, Beaumont Regency AVG LLC, a limited liability company formed between the landowner (Oak Valley Village LLC, a California Limited Liability Company) and Regency Centers LP, a Delaware corporation (Applicant) submitted requests for the Project entitlements, including a DA. Regency Centers is a national

owner, operator, and developer of shopping centers across the United States specializing in anchored shopping centers within suburban communities.

Development Agreements

California Government Code (Section 65864 et. seq.) and City of Beaumont Resolution 1987-34 authorize the negotiation and approval of development agreements. Development agreements eliminate uncertainty with respect to the development process and promote more orderly and efficient development, thereby improving the local economy. The City wishes to grant such certainty to induce development that creates jobs, provides goods and services to residents, and generates revenues to support public services. Development agreements typically vest certain land use entitlements and provide other support in exchange for consideration that may include extraordinary land dedications, expanded public improvements, accelerated development timing, or general project inducement.

Resolution 1987-34 requires that the City Council, after receiving a recommendation from the Planning Commission, conduct a public hearing and make the following findings to approve a development agreement:

A. The provisions of the agreement are consistent with the general plan and any applicable specific plan; and

B. The development agreement complies with all applicable zoning, subdivision, and building regulations and with the general and any specific plan.

The DA must state the specific duration of the agreement, the permitted uses of the property, the density and intensity of use, the maximum height and size of proposed buildings, and any specific provisions for reservation of dedication of land. The City Council must approve the DA by adoption of an ordinance.

The proposed DA incorporates the required content, and the staff report addresses the required findings.

Development Agreement Negotiation Goals

The Applicant and the City negotiated the DA to accomplish the following goals:

- Develop the Site into a high-quality commercial development that will reduce retail sales leakages, maximize tax revenues to the City, create job opportunities, and provide goods and services currently lacking in the community.

- Develop a modern community shopping center anchored by a major general merchandise retailer and grocery store, accompanied by an assortment of specialty retail, restaurant, and service businesses.

- Offset the cost of public improvements, thereby rendering the Project economically feasible to develop and operate for the Applicant.

- Structure the transaction to limit the Applicant's obligation to pay prevailing wages to the public improvements of the Project by structuring the DA in accordance with State statutory requirements.

In accordance with Labor Code Section 1720(c), if the City "requires the developer to perform construction …work on a public work of improvement as a condition of regulatory approval of an otherwise private development project, and the City contributes no more money, or the equivalent of money, to the overall project than is required to perform this public improvement work, and the state or political subdivision maintains no proprietary interest in the overall project, then only the public improvement work shall thereby become subject to the payment of prevailing wages."

To minimize the risk that the DA triggers an obligation to pay prevailing wages for the construction of the private improvements, the DA only offers reimbursement of actual costs for the public improvements imposed as a condition of regulatory approval and the City does not maintain a proprietary interest in the Project. Consequently, the parties intend that prevailing wage obligations only apply to the construction of the public improvements. The Applicant must defend, indemnify, and hold the City harmless from any claim related to prevailing wage liability, and the parties agree to cooperate to address any such claims to avoid such exposure.

Site Description

The larger property consists of eight (8) vacant parcels totaling 64.3 acres on the south side of Oak Valley Parkway, easterly of the I-10 freeway. The Applicant will carve a 28.95-acre development site area (Site) from the larger property for the purposes of the Project by processing a lot line adjustment and dedicating remaining portions of the property for habitat conservation, stormwater detention, and other purposes. The Site currently lacks public improvements along its full frontage. The landowner also owns a vacant parcel to the east of the Site that is not part of the current Project but proposed for later development (although it will benefit from the proposed Oak Valley Parkway improvements).

Project Description

The Project would develop in two (2) phases totaling approximately 280,000 square feet (sq. ft., rounded) of commercial uses. The Phase I Project consists of approximately

230,000 sq. ft. of commercial uses, anchored by an approximately 148,000 sq. ft. Target general merchandise store and an approximately 24,000 sq. ft Sprouts grocery store. In-line shop space and pads would add another 58,000 sq. ft. of commercial space. Targeted tenants for the shop space and pads include a variety of fast casual restaurants and service establishments including Cava, Chipotle, Philz Coffee, Starbucks, Bath & Body Works, and Famous Footwear. The Applicant intends to ground lease pads to Target and several outparcel tenants, while also developing its own vertical improvements for direct lease to other tenants.

The Phase II Project would add another large format retailer of approximately 50,000 sq. ft. with parking on approximately five (5) usable acres of the Phase II Site. Potential tenants include, but would not be limited to, Dick's Sporting Goods, Burlington, or TJ Maxx/Marshalls.

If facilitated by an approved and adopted DA, the Applicant would construct horizontal on and off-site improvements for the Phase I Site and the Phase II Site during initial construction to achieve scale economies, minimize future construction disruption, and encourage development of the Phase II Project. During the Phase I Project, the Applicant is required to also rough grade the Phase II Site and construct the detention basin and the slope protection improvements along Noble Creek along with the retaining walls next to the freeway offramp. The Applicant would be responsible to construct the off-site improvements along the full frontage on Oak Valley Parkway from the westbound I-10 freeway off-ramp to a point approximately 700 feet easterly of Oak View Drive ensuring not less than 4 travel lanes in both directions easterly on Oak Valley Parkway. The Project would access Oak Valley Parkway via two full-access signalized intersections at Golf Club Drive and at Oak Valley Plaza and one right in/right out only driveway.

<u>Freeway Sign (Digital Display)</u>

The Applicant seeks a waiver of the moratorium on billboard signs from the City for a future "Gateway" digital pylon sign/billboard permitting on and off-site advertising. The proposed location would be at the southeast corner of the Site adjacent to the westbound freeway off-ramp within the Phase II Site. The Applicant also submitted a Sign Program that includes pylon signage, monument signage, and storefront signage for individual tenants. The subject freeway sign is not a part of the approved Sign Program. Therefore, the sign would have to be submitted separately through an amendment to the Sign Program and reviewed through a public hearing by the City's Planning Commission. In addition, the Applicant would be solely responsible for securing permits from other governmental entities with jurisdiction for the digital pylon sign/billboard.

Except as otherwise provided in the DA, Applicant shall assume all Project costs.

Term

The proposed term of the DA is ten (10) years from the Effective Date. The Effective Date means the later of (i) 30 days after adoption of the ordinance approving the DA, and (ii) the date the Applicant acquires the Property, but in any event not later than June 30, 2026. The Applicant and any successors would be able to request extension of the term for an additional five (5) years subject to the City approval. The ordinance approving the DA would be a legislative act subject to referenda.

Land Use Entitlements (Project Approvals, Applicable Rules and Reserved Rights)

Development of the Project would be subject to the approved land use entitlements, consisting of the Project Approvals, Applicable Rules and Reserved Rights as summarized below. The Project Approvals consist of the land use entitlement applications submitted to, and approved by, the Planning Commission using adopted rules, regulations, ordinances and official policies of the City regarding land development as of the Effective Date (the Applicable Rules). With limited exceptions (the Reserved Rights in Section 2.8.2), the DA would grant the Applicant a vested right to develop the Project in accordance with the Project Approvals and the Applicable Rules.

Project Approvals: The Applicant submitted the following land use entitlement applications to the City and the Planning Commission for its Project Approvals (the Planning Commission Staff Report dated May 28, 2025, is attached hereto as Attachment A, providing details regarding the Project Approvals):

- Plot Plan (P2024-0059)
- Parking Variance (V2024-0019)
- Open Space Variance (V2025-0031)
- Sign Program (Plan 2024-0157)

On May 28, 2025, the Planning Commission conducted a public hearing, approved the subject applications, imposed conditions of approval, and made findings in accordance with Section 15183 of the CEQA Guidelines that the Project is exempt from further environmental review because it is consistent with a previously approved general plan and certified environmental impact report. In addition, the Site was the subject of a certified environmental impact report for a larger commercial project in 2007. The Applicant filed a Notice of Exemption with the State Clearinghouse and County Clerk on May 30, 2025 (SCH #2025051384). The Planning Commission adopted Resolution No. 2025-02 making the findings required by Resolution 1987-34 and recommending that the City Council approve the Development Agreement (Attachment B).

The proposed DA defines the above enumerated land use entitlement approvals as the Planning Entitlements. The Project Approvals encompass the Planning Entitlements and the DA.

Applicable Rules: The Applicable Rules mean: (a) the land use regulations of the City as of the Effective Date of the Ordinance, and (b) future rules that are not inconsistent with the current land use regulations and the proposed DA and agreed upon in writing by Applicant and the City.

The Project may require subsequent ministerial or discretionary permits, licenses, environmental findings, or other similar approvals to develop the Project. The City must impose Conditions of Approval consistent with the Project Approvals and Applicable Rules unless otherwise agreed by the Applicant.

Reserved Rights: The Project would remain subject to all Federal and State Laws, Police Powers, and Uniform Codes as they exist today or as modified in the future. These include building codes, public improvement construction standards, and other health and safety regulations. If the Applicant proposes to modify the Project in the future, such changes are not Project Approvals, and the Applicant does not retain the vested rights with respect to those changes.

The Applicant and Project would be subject to any lawfully imposed conditions of approval imposed by other governmental agencies. The Project and its occupants would remain subject to all taxes of general applicability (such as sales taxes, transient occupancy taxes, or property taxes).

The Development Agreement does not bind the Applicant to any specific schedule of performance for the private improvements.

Development Fees

The Applicant would also be required to pay all customary planning processing and permit fees for the Project in accordance with the applicable City planning, engineering, building, and development fee schedules. The Applicant would also pay, or cause to be paid, any required processing fees by other regulatory agencies with jurisdiction over the Project at the time and in the manner prescribed. Applicant would solely be responsible for all costs of land use entitlement and building permit issuance/inspection.

The Developer (or its purchaser/users) would be required to pay all Development Impact Fees imposed by the City in accordance with the schedule in effect at the issuance of building permits. The City currently levies 11 distinct capital facility impact

fees to mitigate the costs of growth upon the City's infrastructure and burden development for its fair share of those costs. The Phase 1 Project would be expected to pay a total of between $3.6 million and $5.0 million in development impact fees to the City, depending upon when building permits are issued (before December 31, 2025, or after as illustrated in the table). The Phase 1 Project would be expected to pay a total of $2.5 million to $3.5 million to the Streets & Bridges (Transportation) Account from which the reimbursement payment for public improvements is proposed. Refer to Fiscal Impact for DIF balance discussion.

Development Impact Fee Estimate
Regency Centers
Oak Valley Village (Target & Other Retail)

		Fees Effective 7/01/25				Fees Effective 1/01/26			
		Fee/Unit	Target	Other BSF	Project	Fee/Unit	Target	Other BSF	Project
Fire Protection Facilities		0.360	53,231	29,621	82,851	0.430	63,581	35,380	98,961
Police Facilities		0.270	39,923	22,216	62,139	0.350	51,752	28,798	80,550
Public Facilities		0.150	22,179	12,342	34,521	0.160	23,658	13,165	36,823
Streets and Bridges		10.700	1,582,134	880,396	2,462,530	15.050	2,225,338	1,238,314	3,463,652
Railroad Crossings		2.810	415,495	231,207	646,702	4.240	626,939	348,867	975,806
Sewer Facilities		0.250	36,966	20,570	57,536	0.310	45,838	25,507	71,344
Recycled Water Facilities		0.140	20,701	11,519	32,220	0.140	20,701	11,519	32,220
Sewer Capacity	Low Strength	0.900	133,077	48,737	181,814	0.940	138,991	50,903	189,894
Sewer Capacity	High Strength	2.060	-	57,944	57,944	2.190	-	61,600	61,600
General/Advanced Planning		0.010	1,479	823	2,301	0.010	1,479	823	2,301
Emergency Preparedness		0.002	296	165	460	0.002	296	165	460
Storm Drain Facilities		0.010	1,479	823	2,301	0.020	2,957	1,646	4,603
City of Beaumont Fees			**2,306,959**	**1,316,361**	**3,623,320**		**3,201,530**	**1,816,687**	**5,018,216**
Fees/BSF			15.60	16.00	15.74		21.65	22.08	21.80

The Developer would be required to pay any development impact fees levied by other regulatory agencies with jurisdiction over the Project at the time and in the manner prescribed, including but not limited to Transportation Uniform Mitigation Fee (TUMF), Multiple Species Habitat Conservation Plan (MSHCP), Beaumont Unified School District (BUSD), and Beaumont-Cherry Valley Water District (BCVWD). The Developer (or its purchaser/users) would be required to pay any or all Fair Share Fees imposed by the City or other regulatory agencies with jurisdiction over the Project at the time and in the manner prescribed. The Applicant would be able to seek credit or reimbursement for eligible costs incurred under these programs.

Public Improvements

The Applicant requested a City contribution toward the cost of public improvements imposed as a condition of regulatory approval for the Project. The Public Improvements generally consist of the following:

- Widening the south side of Oak Valley Parkway to its full width improvement standard the entire length of the Project frontage and extending to a point 700 feet easterly of the centerline of Oak View Drive to provide not less than four full lanes of travel easterly on Oak Valley Parkway (and along the full frontage of landowner's property, including property not included in the current Project).

- Installation of two (2) new traffic signals and ancillary intersection improvements at Desert Lawn Parkway and Elm Avenue.

- Modifications to three (3) existing traffic signals and ancillary intersection improvements on Oak Valley Parkway at Oak View Drive, Golf Club Drive, and Oak Valley Plaza.

- Widening and intersection improvements for a Project driveway on Oak Valley Parkway between the I-10 Freeway and Golf Club Drive.

- Install necessary underground utilities (water, sewer, gas, etc.) to support the Project and adjacent properties.

- Underground overhead electrical, cable, phone, and related line utilities in accordance with the Beaumont Municipal Code.

The estimated hard cost of this scope of work is anticipated to be $7.6 million per the Applicant's estimates (the estimate is included as Exhibit D to the Development Agreement). The DA would obligate the City to make a Maximum Reimbursement payment of $6 million toward the "actual" hard and soft costs of these public improvements in accordance with the terms of an Off-Site Traffic Improvements Reimbursement Agreement. Only public improvements that will be owned and maintained by the City of Beaumont are subject to reimbursement per the agreement.

The Nexus Study for the Streets & Bridges development impact fee does not specifically identify the Oak Valley Parkway improvements. In order to make the Maximum Reimbursement payment from this Account as proposed in the Fiscal Impact Section of this staff report, the City's Nexus Study consultant (Willdan) recommended that the City (1) include the new project in the Capital Improvement Program (CIP) and provide a description why it is a reasonable substitute for the project(s) being replaced, and (2) identify the substituted project in the annual AB 1600 report and addressing the other AB 1600 reporting requirements. Staff proposes to amend the 2025-2029 CIP to add a new capital project (R25-16 Oak Valley Widening and Traffic Signals Update Project) in the amount of $6,000,000. Partial funding in the amount of $2,100,000 from the Streets and Bridges Account derives by replacing the following projects from the CIP and from the Nexus Study:

1.	R26-04 Traffic Signal Installation at Future Location	$ 600,000
2.	R27-04 Traffic Signal Installation at Future Location	$ 600,000
3.	R28-04 Traffic Signal Installation at Future Location	$ 600,000
4.	R25-07 Traffic Signal at OVP and Palm Avenue	$ 300,000
	Total:	$2,100,000

The remaining funding of $3,900,000 is proposed from General Funds as described in the Fiscal Impact section of this report.

Off-Site Traffic Improvements Reimbursement Agreement

The specific procedures for administering the public improvement project and submitting a reimbursement request are included in the Offsite Traffic Improvement Reimbursement Agreement attached as Attachment C. The Applicant would be required to comply with specified elements of the Public Contract Code and pay prevailing wages to all eligible workers on this component of the Project. The Applicant would be required to secure its obligations by posting bonds for not less than 100% of the estimated project costs. Upon completion, the City would inspect and, if applicable, accept the public improvements as complete, receive post-completion maintenance guarantees and as-built drawings among other items. Thereupon, the Applicant would submit a Reimbursement Request documenting all eligible actual costs of constructing the public improvements by providing invoices, checks, and other documentation reasonably required by the City. The City would review the Reimbursement Request within 30 days after receipt, and if approved, pay the claim within 30 days after approval.

Further, the Applicant must satisfy the following conditions before the City must make the final Maximum Reimbursement payment:

1. Substantially complete the Offsite Traffic Improvements, and

2. Substantially complete the on-site improvements (i.e., horizontal work including grading, asphalt, landscape, utilities, concrete, parking lot lighting, etc. in all material respects), and either:

3. Cause a major retailer with a nation-wide presence having at least 125,000 square feet of floor space to open for business within the Project, or

4. Obtain certificates of occupancy from the City for not less than 50,000 square feet of building space for the Project (to include, as a portion of such square footage, a

grocery store of at least 20,000 square feet in size) and ensure the City has received at least one dollar of sales revenue originating from the Project.

The projected satisfaction date for these conditions is the 2nd quarter of 2027 with a payment due date in the 3rd quarter of 2027 assuming the Applicant submits a complete reimbursement request.

Permit and Improvement Deferral

It is expected that the Owner/Applicant will diligently pursue all necessary permits from Caltrans for work within the Caltrans right-of-way and related Caltrans facilities within a reasonable timeframe following project approval. However, the Owner/Applicant is concerned with potential Caltrans delays. In the event that the required Caltrans permit is delayed beyond the completion of other public improvements or issuance of the Certificate of Occupancy, it has been the City's practice to allow Owners/Applicants to apply for an Improvement Deferral Agreement. This agreement may allow for the deferral of Caltrans-specific improvements for a period not exceeding one (1) year beyond the issuance of the Certificate of Occupancy. This practice is intended to give tenants the assurance that their Certificates of Occupancy will not be delayed due to circumstances beyond their control.

Digital Display

The Applicant proposes a digital display sign that promotes on and off-site products and opportunities. A conceptual plan that would be considered at a separate public hearing is attached hereto as Attachment D.

Beaumont Municipal Code Section 17.070.030 defines a billboard as a permanent sign structure used for the display of offsite commercial messages. Section 17.070.030.G finds that "the City already has a sufficient number of billboards to satisfy the community's needs for offsite commercial messages, and that any new or additional billboards, which by their very nature cause serious esthetic harm, would negatively impact the appearance of the City. For these reasons, the City completely prohibits the construction, erection or use of any billboards, other than those which legally exist in the City, or for which a valid permit has been issued and has not expired, as of the date on which this provision is first adopted, except for the relocation of existing billboards pursuant to this section."

The Applicant requests an exception to this prohibition for the Project. The City Council may, via the Development Agreement authorized by ordinance, grant an exception to this prohibition for this Project and for no other within the City. Section 2.2.1 of the proposed DA treats the approval of the digital display sign as a subsequent discretionary approval and the Applicant would be required to submit an application for sign permit approval to the Planning Commission, which will address location, design,

and operating conditions of approval. The Applicant would also be required to secure all approvals from other jurisdictional authorities including Caltrans under the California Outdoor Advertising Act. If approved, the Applicant would agree to indemnify and hold harmless the City from any and all claims associated with failure to obtain other agency's approval of the digital display.

The Applicant has stated a willingness to discuss public service announcements for the City in the future.

Development Agreement Benefits/Costs

The DA would mitigate uncertainty for the Applicant and improve project feasibility by contributing up to $6 million of City funds to offset the cost of extraordinary public improvements. The City's cost would be recaptured from the following benefits:

- Sales Taxes: Upon Phase 1 Project completion, the City would realize potential gross sales tax revenues of $750,000 per year and net sales tax revenues of $675,000 per year (after assuming a 10% intracommunity transfer factor). Phase 2 could add another $150,000 per year in gross sales taxes upon completion ($135,000 net). The City would also recognize an increase in state and county pool allocations based upon a growing share of the regional sales tax base, with an estimated increase of approximately $81,000 per year upon buildout of Phases 1 and 2 based upon an assumed 10% share of the state and county pool allocations.

- Property Taxes: The completed Phase 1 Project produces net new assessed valuations of approximately $77 million. Phase 2 would add another $12 million for total buildout assessed valuations of $89 million. This assessed valuation increase would produce approximately $104,000 per year in new property taxes to the City of Beaumont. In addition, the City would recognize an estimated increase of $85,000 per year in motor vehicle in lieu subventions due to the increased property valuation.

- Jobs: Using standard employment multipliers for commercial space, the Project would create an estimated 450 new full and part-time jobs with Phase 1. Phase 2 would add another 100 jobs to the employment base.

- New Goods and Services for Residents: The Project would provide additional shopping and dining opportunities for Beaumont residents, including general merchandise, grocery, specialty retail, and dining. Currently, Beaumont suffers retail sales leakages to surrounding communities for all these merchandise categories.

Upon completion and stabilized occupancy of Phases 1 and 2, the City should receive approximately $1.1 million in net new General Fund revenue annually from sales and

property taxes, thus, recovering the $3,900,000 initial impact on the General Fund within 3 to 4 years.

Development Agreement Risks

The City accepts certain risks under the terms of the proposed Development Agreement:

- Changes in Land Use Preferences: The DA would generally restrict the City from modifying the land use regulations that apply to the Project for a period of 10-15 years. Neither a future City Council nor the resident voters of Beaumont would impair the development of the Project as approved for the term of the Development Agreement.

- Public Revenues may not materialize in the amount projected: The forecasted revenues are based upon expected tenancies and sales volumes. The DA would provide no minimum revenue guarantee and no assurance that any specific tenant would open for business at the location. General economic conditions (recessions, inflation, consumer trends) would impact the actual performance of the Project and the City's anticipated public improvement investment payback.

- Applicant may become entitled to the Maximum Reimbursement amount, but Major Retailer does not construct and or operate a store. Under the terms of the proposed DA, the City may be obligated to make the reimbursement payment for public improvements without the major retailer in operation. The major retailer may have an executed lease with the Applicant, but the Applicant does not have an operating covenant from the major retailer – in other words, an obligation to open a store for business. The public revenues would substantially diminish in this unlikely event; however, the Applicant would be highly motivated to find a suitable replacement tenant(s) to maximize the value of the shopping center.

Importantly, under any of these outcomes, the City would nevertheless benefit from the installed infrastructure and improvements to the circulation system on Oak Valley Parkway. The Site would also be fully improved and ready for immediate development.

Environmental

On May 28, 2025, the Planning Commission determined that the Project Approvals were exempt from CEQA under Article 12, Section 15183 of the CEQA Guidelines because the Project is consistent with a community plan and zoning. On May 30, 2025, the Applicant filed a Notice of Exemption with the County Clerk and State Clearinghouse. The proposed DA is likewise exempt pursuant to Section 15183, and if approved and adopted, the Applicant will file a Notice of Exemption after the second reading of the ordinance.

Fiscal Impact:

By amending the CIP and the Nexus Study to add the Oak Valley Widening and Traffic Signals Update Project (R25-16), the City may contribute up to $2,100,000 from the Streets & Bridges Development Impact Fee Account. The Applicant and other Project developers would be required to pay an estimated $2.5 million to $3.5 million in Streets & Bridges Development Impact Fees at Phase 1 build out (with an additional $0.75M for Phase 2). Other developments within the City would also contribute to the Streets & Bridges Account prior to the date for reimbursement. The CIP Amendment would establish a priority claim on the Streets & Bridges Account to make the Reimbursement Payment to the Applicant after fulfilling all current obligations against the Account.

If the Streets & Bridges Account does not have adequate funding to make the full Reimbursement Payment, the General Fund would assume responsibility for any residual obligation. The General Fund would loan the shortfall to the Streets & Bridges Account and recover the advance from future developer deposits into the Streets & Bridges account.

The General Fund is obligated for the $3,900,000 residual obligation payable from the following adjustments in the CIP:

BEAUMONT
CALIFORNIA

CAPITAL IMPROVEMENT PROGRAM- CHANGE LOG
FY25-29 AMENDMENT NO. 6

City of Beaumont
CIP

CIP Project	Budget Changes	Funding Source	FY Funding	Update
R25-16 Oak Valley Widening and Traffic Signals Update Project	$ 2,100,000	DIF - Transportation	2025	New Project
R25-16 Oak Valley Widening and Traffic Signals Update Project	$ 1,000,000	F25-02 Fire Truck Purchase	2025	New Project
R25-16 Oak Valley Widening and Traffic Signals Update Project	$ 400,000	R25-11 Street Name Sign	2025	New Project
R25-16 Oak Valley Widening and Traffic Signals Update Project	$ 600,000	R25 California Storm Drain Replacement	2025	New Project
R25-16 Oak Valley Widening and Traffic Signals Update Project	$ 1,900,000	General Fund	2025	New Project
F25-02 Fire Engine	$ (1,000,000)	General Fund	2025	Budget Change
R25-11 Street Name Sign	(400,000)	General Fund	2025	Close/ Defer
R25 California Storm Drain Replacement	(600,000)	General Fund	2025	Close /Defer

Proposed Amendment No. 6 to the FY25-29 CIP reallocates General Funds from projects proposed for closing or deferral in the amount of $2,000,000. This necessitates a supplemental General Fund allocation of $1,900,000 to fulfill the $6,000,000 Maximum Reimbursement.

Section 2.7.1 of the DA would require that the City provide for the Maximum Reimbursement in the City's Capital Improvement Program and Budget at the time of adopting the ordinance. City staff noticed a public hearing concurrent with DA consideration to fulfill this proposed obligation by adopting resolutions amending the CIP and Budget.

The General Fund recovers its total contribution of $3,900,000 from the direct and indirect revenue streams, notably sales taxes, property taxes, and motor vehicle in-lieu taxes. The table below projects the Project revenues and expenses to illustrate the

Estimated General Fund Investment Payback
Regency Oak Valley Village Project

					General Fund Revenues						
Year #	FY	Phase	Stage	Regency GF Reimbursement Payment	Net On-Site Sales	County/State Pool Allocations	Gen Levy Property Tax	Motor Vehicle In Lieu	Annual Revenue Total	General Fund Cashflow	Running Total Net GF Investment
1	2026	Phase 1	Construction		-	-	-	-	-	-	-
2	2027	Phase 1	Construction		-	-	-	-	-	-	-
3	2028	Phase 1	Lease Up	(3,900,000)	675,000	68,000	89,000	73,000	905,000	(2,995,000)	(2,995,000)
4	2029	Phase 1	Leased/P2 Const		675,000	68,000	89,000	73,000	905,000	905,000	(2,090,000)
5	2030	Phase 1 & 2	Stablized Occupancy		810,000	81,000	104,000	85,000	1,080,000	1,080,000	(1,010,000)
6	2031	Phase 1 & 2	Stablized Occupancy		810,000	81,000	104,000	85,000	1,080,000	1,080,000	70,000
7	2032	Phase 1 & 2	Stablized Occupancy		810,000	81,000	104,000	85,000	1,080,000	1,080,000	1,150,000
8	2033	Phase 1 & 2	Stablized Occupancy		810,000	81,000	104,000	85,000	1,080,000	1,080,000	2,230,000
9	2034	Phase 1 & 2	Stablized Occupancy		810,000	81,000	104,000	85,000	1,080,000	1,080,000	3,310,000
10	2035	Phase 1 & 2	Stablized Occupancy		810,000	81,000	104,000	85,000	1,080,000	1,080,000	4,390,000

Notes:
1. Revenues and expenses are not inflated nor discounted.
2. Pool allocations conservatively assumed at 10% of net on-site sales.

anticipated payback period. Based upon the assumptions, the General Fund recovers its initial investment in FY 2031, four years after the Applicant receives the Reimbursement Amount.

Recommended Action:

Conduct Public Hearing and then:

Waive the first full reading and adopt by title only, "An Ordinance (**Attachment E**) of the City Council of the City of Beaumont Approving a Development Agreement (**Attachment F**) by and between the City of Beaumont and Beaumont Regency AVG LLC" and making findings that the Development Agreement is exempt from CEQA in accordance with Section 15183 of the CEQA Guidelines.

Adopt Resolution of the City Council (**Attachment G**) approving the Off-Site Traffic Improvements Reimbursement Agreement to be effective only with the Development Agreement.

Adopt by title only “A Resolution of the City Council (**Attachment H**) approving Amending the Five-Year Capital Improvement Plan for Fiscal Years 2025-2029” to include the Maximum Reimbursement Amount of $6 million from the Streets & Bridges Development Impact Fee Account.

Attachments:

A. Planning Commission Staff Report and Attachments
    a. CEQA 15183 Exemption Analysis
    b. Draft Conditions of Approval
    c. Draft Resolution
    d. Development Agreement and Off-Site Traffic Improvements Reimbursement Agreement
    e. Development Plans
    f. Sign Program
    g. General Plan Land Use Designation Map
    h. Zoning Map
    i. Aerial Photograph
    j. Parking Variance Request
    k. Open Space Variance Request
    l. CA ABC License Report 438.22
    m. Radius Map and Certification
    n. Proof of Publication
B. Planning Commission Resolution No. 2025-02
C. Off-Site Traffic Improvements Reimbursement Agreement
D. Billboard Sign – Conceptual Drawing – Reference Only
E. Ordinance of the City Council Approving Development Agreement
F. Development Agreement
G. City Council Resolution Approving the Off-Site Traffic Improvements Reimbursement Agreement
H. City Council Resolution Amending FY25 CIP
I. Notice of City Council Public Hearing/Proof of Publication
J. Budget Adjustment Form

Staff Report

TO: Planning Commissioners

FROM: Gustavo J. Romo, Deputy City Manager

Melody Arechiga, Senior Planner

DATE May 28, 2025

SUBJECT: Oak Valley Village – Plot Plan (PP2024-0059), Sign Program (PLAN2024-0157), Variance (V2024-0019 and V2025-0031), Development Agreement (PLAN2025-0177) and Section 15183 CEQA Exemption

APPLICANT: Regency Centers, LP

Description A Public Hearing to consider a request for approval of a Plot Plan (PP2024-0059), Sign Program (PLAN2024-0157), Variances (V2024-0019 and V2025-0031) for parking and open space, and Development Agreement (PLAN2024-0177) to construct a commercial center on a 28.95-acre vacant site comprised of multi-tenant buildings and commercial pad sites totaling approximately 279,941 square feet of retail and restaurant floor area. The project site is located east of Interstate 10 (I-10) and south of Oak Valley Parkway within the Community Commercial (CC) zone (APNs: 414-070-008, 414-080-001, -002, -003, -004, -005, -006, and 414-090-019). The proposed applications are exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 12, Section 15183 (Projects Consistent with a Community Plan or Zoning).

Background and Analysis:

Regency Centers, LP (Applicant) is requesting approval of several applications that were submitted on December 19, 2024. The individual requests are as follows:

Plot Plan (PP2024-0059). A plot plan is required by the Beaumont Municipal Code per Section 17.02.070 to establish a new land use. The proposed land use includes a commercial center comprised of two (2) major tenant buildings, two (2) multi-tenant buildings (including one with a major tenant) and four (4) commercial pad sites for future drive-through restaurants (Attachment E).The project has been conditioned to require the drive-through uses to submit Conditional Use Permits once tenants are identified (Planning Condition of Approval No. 6, Attachment B)

Sign Program (PLAN2024-0157). The Municipal Code of the City of Beaumont Section 17.07.030.L allows Sign Programs for specific developments as well as special sign districts or special sign overlay zones, or in specific plans of land uses, when approved as required by applicable law, may modify the rules stated as to sign size, height, illumination, spacing, orientation or non-communicative aspects of signs, but may not override or modify any of the basic policies. The proposed sign program is provided as Attachment F to this staff report.

As part of the sign program, the applicant is proposing two (2) monument signs, two (2) pylon signs along Oak Valley Parkway, one (1) freeway pylon sign and sign development standards for the tenants of the two (2) multi-tenant buildings and Pad A. The Applicant has requested allowances for a billboard sign that are being addressed as part of the Development Agreement and will require a separate application at a future date.

Variance (V2024-0019). The Applicant is requesting a variance from the parking requirements of Table 17.05-1 of the Beaumont Municipal Code. A total reduction of 181 parking stalls is being proposed out of 1,560 required spaces based on the applicant's parking analysis (Attachment J).

Variance (V2025-0031). The Applicant is also requesting a variance from the 7,600 square feet of public open space required by Beaumont Municipal Code per Section 17.03.080.G.6 due to constraints created by meeting other Beaumont Municipal Code requirements, requirements for landscaping and the conveyance of conservation areas to the RCA. The Applicant's request is included as Attachment K. Furthermore, the Applicant has requested a variance as part of the public open space request to allow some reduced dimensions for planter areas to accommodate the site plan layout in certain areas (Beaumont Municipal Code Section 17.06.050.A)

Development Agreement (PLAN2025-0177). Government Code, Section 65864-65869.5 authorizes cities to enter into binding development agreements with the person having legal or equitable interests in real property for the development of such property. The City of Beaumont Resolution No. 1987-34 establishes procedures for consideration of applications for such agreements.

Article 3, Section 301 of Resolution No. 1987-34 states that after hearing by the Planning Commission, the Planning Commission shall make its recommendation in writing to the City Council. The recommendation shall include the Planning Commission's determination whether or not the Development Agreement is consistent with the required findings.

The City and Applicant propose to enter into a Development Agreement to make the Project feasible due to the costs associated with infrastructure needs. The Development Agreement vests certain land use entitlements to develop and operate the Project and mitigates risk to ensure the development is not detrimentally affected by future changes to development standards applicable to the Site. Additionally, the Development Agreement obligates the City to reimburse the applicant for certain public improvements that are required by the City as a condition of regulatory approval. The City will realize a variety of public benefits, including expanded access to goods and services, new jobs and public revenues, and improved traffic circulation.

Exemption from the California Environmental Quality Act (CEQA) pursuant to Article 12, Section 15183 (Projects Consistent with a Community Plan or Zoning)
Exemption 15183 of CEQA applies to the Project and is consistent with the development density established by existing zoning, community plans and the General Plan for which an Environmental Impact Report (EIR) was previously certified. Additionally, the City of Beaumont previously prepared and certified an EIR for a similar and larger project on the Site in 2007 (SCH#2006011015). Please see the Environmental Documentation section of this staff report for more information and Attachment A for the analysis of compliance with Section 15183 of the CEQA Guidelines.

Project Setting:

The 28.95-acre project setting (Site) is currently vacant and consists of eight (8) parcels (i.e., APNs 414-070-008, 414-080-001, -002, -003, -004, -005, -006, and 414-090-019). The southside of Oak Valley Parkway currently has asphalt curb, no sidewalk, and overhead utility lines and poles. The north side of the street has sidewalk, curb, and gutters. Furthermore, the intersection of Oak Valley Parkway and Golf Club Drive is a signalized intersection with crosswalks and street improvements.

The uses surrounding the subject properties include vacant land adjacent to the east and south of the property. To the north across Oak Valley Parkway is the Oak Valley Plaza, which includes a variety of retail uses, restaurants and a Chevron service station. To the northwest, also across Oak Valley Parkway, is a 76 gasoline service station and vacant land. Finally, west of the property is Interstate 10.

The project setting can also be seen in the following materials attached to this staff report:

- General Plan Land Use Map (Attachment G)
- Zoning Map (Attachment H)
- Aerial Photograph (Attachment I)

The land uses, zoning, and General Plan land use designations of the project site and surrounding area are shown in the following Table:

	LAND USE	GENERAL PLAN	ZONING
PROJECT SITE	Vacant Land	General Commercial (GC)	Community Commercial (CC)
NORTH	Vacant land, Commercial and Single Family Residential	General Commercial (GC), Single Family Residential (SFR)	Community Commercial (CC), Specific Plan (SP)
SOUTH	Vacant Land	Single family Residential (SFR)	Specific Plan (SP)
EAST	Vacant Land	General Commercial (GC)	Community Commercial (CC)
WEST	Interstate 10	Cal Trans	Cal Trans

Site Design:

The Site consists of eight (8) separate parcels, all of which are vacant and unimproved. Regency Centers, LP ("Project Applicant") is not proposing to subdivide the property; however, a lot line adjustment has been submitted to the City and is currently under review. Lot line adjustments are reviewed administratively and are not a discretionary application.

Development of the eight (8) parcels will be known as "Oak Valley Village" ("Project"). The Project will be located entirely outside the boundaries of Noble Creek. In December 2007, a Western Riverside County Regional Conservation Authority (RCA) Multiple Species Habitat Conservation Plan (MSHCP) Joint Power Review (JPR) was completed for the Project area. On July 28, 2024, the RCA issued a clerical amendment to the approved JPR. As a result, the Project will convey approximately 23.1 acres of

conservation area to the RCA. Additional information can be found in the MSHCP consistency section of this staff report and Attachment A.

Furthermore, the Applicant will be required to provide a sewer easement west of the property to maintain access to the existing lift station. These items have been added as conditions of approval (Public Works Conditions No. 45 to 48, Attachment B).

The Project includes the plotting for four (4) freestanding drive-throughs, two (2) major tenant buildings (Major 1 and Major 3 as shown on the site plan), two (2) multi-tenant buildings (Shops 1 and 2, Retail 1 and Major 2). Major 1 is an approximately 147,624 square-foot tenant space that is proposed to be occupied by a nationally recognized retailer. Major 2 is an approximately 23,299 square-foot tenant space that is proposed to be occupied by a nationally recognized grocer. The remaining retail and restaurant space will include nationally recognized brands, as well as local operators.

The freestanding drive-through uses will require separate Conditional Use Permits once tenants and operational standards are established for each use. Individual conditional use permits will provide conditions of approval for each business and will protect other businesses from any violation of the conditions of approval by other tenants. A condition of approval has been added to the Project requiring a Conditional Use Permit application be submitted to the City for review once those tenants are identified (Planning Condition of Approval No. 6, Attachment B).

The Applicant will be maintaining the block walls constructed within and surrounding the site and has indicated that anti-graffiti coating is not an efficient way of removing graffiti. They are requesting the Planning Commission modify the condition to allow the applicant to simply clean and maintain affected walls and re-paint any areas that have been vandalized by graffiti. This is Planning Condition of Approval No. 31 under Attachment B.

The attached Development Plans (Attachment E) include the site layout, grading, floor plans, elevations and conceptual landscaping.

Circulation and Parking:

A Traffic Impact Analysis was prepared by Linscott, Law, & Greenspan, Engineers (LLG) on March 19, 2025, and reviewed by City staff. The proposed project will provide two (2) driveways for ingress and egress along Oak Valley Parkway. These driveways will be at signalized intersections where the western driveway will align with Golf Club Drive and the eastern driveway will align with the driveway for the Oak Valley Plaza to the north. Both driveways will allow for full turning movements. Additionally, a right-in-only access into the Site is provided between Pad A and Pad B.

Adequate and compliant vehicle and truck circulation is provided throughout the Proposed Project. Pedestrian access will be provided through paths of travel accessible from the public sidewalk and paths of travel are provided throughout the Site.

The Project is subject to traffic Development Impact Fees (DIFs), among other DIFs. Further information may be found in the attached Development Agreement (Attachment D).

Pursuant to Beaumont Municipal Code Table 17.05-1, the required parking is as follows:

- Retail uses: one (1) space per 200 square feet of gross floor area
- Drive-through/restaurant: one (1) space per 100 square feet of gross floor area, but not less than 10 spaces.

The following table summarizes the required parking and the parking provided by the Proposed Project:

Use	Sq. Ft.	Calculation	Required	Provided
Retail	247,868	1/200	1,239	Shared
Drive-through/Restaurant	32,073	1/100	321	Shared
Total	**279,941**		**1,560**	**1,379**

The Project is deficient by a total of 181 parking stalls. As a result, the Applicant is requesting a parking variance (V2024-0019) to allow for shared parking due to different peak times and non-conflicting uses located within the commercial center. The Applicant has provided an analysis which states peak parking demand during a weekday would be 1,238 parking spaces and occurs between 12pm and 1pm and during a weekend the peak demand is 1,316 parking spaces at 1 pm. This would result in a parking surplus of 63 parking stalls based on the analysis provided. The parking analysis is included as Attachment J.

Off-Site Improvements:

The Project will complete all half-width street improvements along Oak Valley Parkway consistent with County of Riverside Road Standards. Improvements include installation of curb, gutter, sidewalk, a raised median, and pavement to accommodate three eastbound through lanes and a Class 2 bike lane. Existing overhead utilities will be undergrounded in accordance with Beaumont Municipal Code Chapter 12.18. New

streetlights will be installed in compliance with City of Beaumont specifications. Additionally, the Project is required to construct off-site storm drain improvements adjacent to the northwest project boundary, including a drainage channel, riprap, and a headwall. All half-width improvements will extend beyond the Project's boundary to ensure proper and safe transition to existing conditions.

Furthermore, the Project is required to implement the traffic mitigation measures identified in the approved Traffic Impact Analysis, which include the installation or modification of traffic signals and intersection improvements. These improvements will include new turn lanes, through lanes, and upgraded traffic signal operations to support increased traffic volumes. West of the project site, the locations requiring improvements are the intersections of Desert Lawn Drive at Oak Valley Parkway, the I-10 eastbound off-ramp at Oak Valley Parkway, and the I-10 westbound off-ramp at Oak Valley Parkway. It should be noted that the I-10/Oak Valley Parkway Interchange is a Transportation Uniform Mitigation Fee (TUMF) project; therefore, the Project will be required to pay TUMF to satisfy their I-10 off-ramp improvement obligations. Along the project frontage, the intersections of Golf Club Drive at Oak Valley Parkway and Oak Valley Plaza at Oak Valley Parkway shall be improved, including widening, restriping, and/or modifications to the existing traffic signals. A new, right-in-only driveway is proposed west of Golf Club Drive for additional access to the site. East of the Project Site, the locations requiring improvements are intersections of Oak View Drive at Oak Valley Parkway and Elm Avenue at Oak Valley Parkway.

Architecture:

The Project will have architecture in line with the branding of their nationally recognized tenants and contemporary architecture with minor incorporations of gabled roofs.

The Major 1 building will incorporate a grey color scheme and grey stone veneer along the north and east elevations. Along the south and west elevations, the grey color scheme will continue with joint lines and windows. On all four elevations, the building will incorporate an accent red color in line with the tenants' corporate branding. Additionally, the building will be accented with Nichiha wood panels (i.e., a fiber cement siding product) on the north and east elevations. Lastly, a white metal awning will be added to the building's main entrances.

The remaining buildings will have a contemporary style with a neutral color scheme comprised of white, beige, and grey colors. Incorporated into the building are varied articulation and roof lines. Additionally, the buildings will be accented with pitched and gabled roofs and a stone veneer.

The Project elevations and color and materials are included in Attachment E.

Landscape Requirements and Open Space:

The Project incorporates landscape throughout the Site in compliance with Chapter 17.06 of the Beaumont Municipal Code. This includes providing 15% landscaping within the parking area and providing one (1) tree for every six (6) parking stalls to meet the 30% shading requirement within the first ten years of the project. A conceptual landscape plan is included in Attachment E. The Project has been conditioned to submit a Final Landscape Plan. However, due to the Project's physical constraints, a Variance is being requested for public open space as explained in the following paragraphs.

Pursuant to Beaumont Municipal Code Section 17.03.080.G.6 Public Open Space Requirements, developments with 50,000 square feet or more of non-residential floor area on sites of five (5) acres or larger are required to provide public open space. The public open space requirement states that the open space shall provide amenities to enhance the comfort aesthetics, or usability of the space, including trees, landscaping, shades structures, seating, lighting, drinking fountains, public art, or performance areas. A development of the size of the Proposed Project would require 40 square feet of public open space for every 1,000 square feet of non-residential floor area for the first 100,000 square feet, plus 20 square feet of open space for every 1,000 square feet of non-residential floor area over 100,000 square feet. As a result, the Project requires 7,600 square feet of usable public open space; however, due to parking, access and visibility requirements of the Beaumont Municipal Code as well as the needs of the Project's prospective retailers, the applicant is unable to meet this requirement. Alternatively, the applicant is proposing other types of open space by providing 4,680 square feet of patio space to allow for outdoor seating. Additionally, the applicant is providing 7,500 square feet of landscape planters and islands as well as conveying to RCA approximately 23.1 acres of conservation area. A copy of the request is included as Attachment K.

Similarly, due to these constraints, the Project Applicant is also requesting a variance from Beaumont Municipal Code Section 17.06.050.A requiring parking lot dividers, islands, planters, and planting areas shall be a minimum of five (5) feet wide and 10 feet long except for that all new or retrofitted tree planter shall be a minimum of nine (9) feet by seven (7) feet, measured to the inside perimeter of the planter, and shall have no less than 48 square feet of permeable soil planting area. The applicant has expressed that not all planter areas will meet this size requirements due to limitations within the site created by meeting other Beaumont Municipal Code requirements and the donation of approximately 23.1 acres of conservation area.

Alcohol Sales:

The Applicant is proposing the sale of alcohol for their nationally recognized retailer/grocer and an individual grocery store. Alcohol licenses are obtained through the Department of Alcohol and Beverage Control (ABC). The nationally recognized retailer is proposing to apply for an Off-Sale Type 21 (Off-Sale General) and an Off-Sale Type 86 (Instructional Tasting License) licenses. The individual grocer is proposing to apply for an Off-Sale Type 20 (beer and wine only) license. Pursuant to Table 17.03-3 of the Beaumont Municipal Code alcohol sales within a grocery store is a permitted use within the Community Commercial zone.

According to ABC, one (1) on-sale license is allowed for each 2,000 persons in the county and one (1) off-sale license is allowed for each 2,500 persons in the county. Currently, based on current population ratios, two (2) off-sale licenses are permitted within Census Tract 438.22 and there are currently two existing (2) Off-sale licenses (Attachment L). If the proposed licenses are approved, it would bring the total of off-sale licenses to four(4), which would result in an overconcentration of alcohol licenses. Therefore, a finding of "Public Convenience and Necessity" (PCN) will be required and is justified due to the nature of use being proposed (i.e., grocer).

Furthermore, the ABC requires that no alcohol licenses be issued within 600 feet, as measured from property line to property line, from public or private schools, public parks, or places of worship. Additionally, new licenses will not be issued if the new retail location is within 100 feet of a residence. The Site is located over a mile from Tournament Hills Elementary and Mountain View Middle School and is not within 100 feet of a residence. The nearest park is Noble Creek Park and is approximately 1,500 feet east from the project site. Therefore, the Project meets these criteria.

Sign Program:

The sign program as proposed includes design guidelines for on-site signage for Pad A, Major 2, Shops 1 and 2, Retail 1, pylon and monument signs. Two monument signs are proposed on the north side of the Project – one north of Pad A and the second at the most easterly entrance to the commercial center. The monument signs are proposed to be an overall height of six (6) feet and eight (8) feet and two (2) and a half (2 ½) inches wide with a stone veneer.

Additionally, the proposed sign program includes two (2) pylon signs – one located on the southeast corner of the I-10 off-ramp and Oak Valley Parkway and the second is located at the entrance at Golf Club Drive. These pylon signs are proposed at an overall height of 20 feet and nine (9) feet and four (4) inches wide and will be supported by two

(2) columns with stone veneer. Additionally, the Applicant proposes a freeway-oriented pylon sign at a height of 60 feet and 25 feet wide for on-site advertising.

Furthermore, the sign program identifies other design guidelines for the identification signs of Pad A, Major 2, Shops 1 and 2, and Retail 1 buildings. This includes the placement of wall signs and the tenant name not exceeding 70% of lease frontage and not exceeding maximum of 80% of fascia height. All the signs will require a separate sign permit application for construction and installation.

Lastly, the Applicant proposes an electronic billboard that will be addressed by the Development Agreement and require a separate discretionary approval; therefore, it is not a part of the sign program being considered at this time but will be allowed via separate review and approvals based on the language provided in the Development Agreement.

The proposed sign program is included as Attachment F.

Development Agreement:
The Project Applicant requested consideration of a Development Agreement with the City of Beaumont. The key provisions of the Development Agreement are:

1. **Term**. The Development Agreement becomes effective upon (a) the date the Ordinance approving the Development Agreement is effective, and (b) when the Applicant acquires fee title to the Property, but in any event not later than June 30, 2026. The Development Agreement extends for 10 years, with one 5-year option to extend for a total potential term of 15 years.

2. **Vesting of Land Use Entitlements**. The Development Agreement vests the land use entitlements for the Term of the Development Agreement, reducing the risk of a change in land use rules by a subsequent City Council or citizen initiative and granting the Applicant certainty with respect to the conditions for developing and operating the Project.

3. **Reimbursement for Off-Site Traffic Improvements**. The City shall reimburse the Applicant for the actual cost for widening and improving Oak Valley Parkway to its full half-width improvement standard (including installation or relocation of utilities). The Applicant shall also install or modify traffic signals adjacent to the site at (a) Golf Club Drive, (b) Oak Valley Plaza, (c) Oak View Drive. The Applicant shall also install or modify offsite traffic signals at (d) Desert Lawn Drive, and (e) Elm Avenue as a mitigation measure under CEQA. The City may adopt a program to recover fair share fees from future development contributing traffic to the off-site intersections for which the City reimbursed the Applicant.

The reimbursement for actual costs is subject to (i) substantial completion of the Oak Valley public improvements, (ii) substantial completion of the on-site improvements (all horizontal improvements), and (iii) certificates of occupancy for not less than 50,000 square feet of building improvements encompassing a grocery store of not less than 20,000 square feet.

4. **Digital Display Sign**. Pursuant to Beaumont Municipal Code Section 17.07.030.G (Basic Policies) new billboards are prohibited; however, the City Council has the authority to allow this type of sign by adoption of an ordinance associated with a Development Agreement. The approvals granted by the proposed ordinance would only apply to this property and does not apply to other areas of the City. The Development Agreement only waives the Code prohibition and approves basic concept drawings for the Digital Display, and the Applicant must submit a formal application for subsequent discretionary Planning Commission consideration. The Applicant is responsible for securing permits from any other entity with jurisdiction and indemnifies and holds the City harmless from any costs, expenses, or liabilities resulting from claims related to such approvals.

In exchange for this assistance, the City incentivizes development of a community shopping center providing needed goods and services to the residents of Beaumont and surrounding cities. Upon completion, the Project is forecasted to provide 450 full and part-time jobs, $650,000 per year in net new sales taxes, and $100,000 per year in new property taxes. Residents will also benefit from the improved traffic circulation on Oak Valley Parkway. The Applicant will also pay all City development impact fees due, which may reach $5 million depending upon when building permits are issued.

Multi-Species Habitat Conservation Plan (MSHCP):

The Project is located within a MSHCP criteria area. A Western Riverside County Regional Conservation Authority (RCA) MSHCP Joint Project Review (JPR) was completed in December 2007, which applies to the Project Site. The JPR (07-03-12-02) was approved by the RCA and required the conservation of approximately 23.1 acres of sensitive habitat associated with Noble Creek in the southern portion of the Project Site (i.e., 6.0 acres of the conservation area are within Criteria Cell 940 and 17.1 acres of conservation are outside the conservation cells). The Project is substantially the same as the 2007 project, and the RCA concluded that “the project is consistent with both the criteria and other plan requirements”. On July 28, 2024, the RCA issued a clerical amendment to the approved JPR that corrected the actual impact and mitigation/conservation acreages required for the Project.

The Project is consistent with the JPR clerical amendment and no additional MSHCP compliance is required if the formal conservation of the approximately 23.1 acres of sensitive habitat is conveyed to the RCA.

The JPR determination is included as an attachment to the CEQA Section 15183 exemption analysis (Attachment A).

Development Review Committee (DRC):

The Development Review Committee reviewed the Project for design on January 9, 2025, and April 3, 2025. Staff from the various City departments provided written comments that have been incorporated into the proposed conditions of approval.

Consistency with Adopted Goals, Plans and Programs:
General Plan Consistency:

The proposed use is in conformance with the General Plan for the City of Beaumont. The land use designation for the Project Site is General Commercial, as shown in Attachment G. The proposed development is consistent with the General Plan Policy 3.4.2, which promotes the development of neighborhood commercial uses in the vicinity of residential neighborhoods and larger commercial retail centers along the major transportation corridors.

Zoning Consistency:

The uses that are proposed are subject to and are consistent with the development standards for the Community Commercial zone. The overall use meets the objectives of the zone. The use and its operations are compatible with uses permitted in the zone, subject to approval of a Plot Plan. The proposed drive-through uses are subject to a Conditional Use Permit. As a result, the Plot Plan has been conditioned to require that the drive-through uses apply for a Conditional Use Permit once tenants have been identified. Furthermore, Pursuant to Beaumont Municipal Code Section 17.02.110, the Applicant has requested a parking and open space variance.

Findings required by Beaumont Municipal Code, Section 17.02.070.G (Plot Plan) and 17.02.110.H (Variance) are provided in this staff report under the findings section.

Environmental Documentation:

An analysis of a CEQA Guidelines Section 15183 exemption (Projects Consistent with a Community Plan or Zoning) was prepared for the project (Attachment A). This section of

the CEQA guidelines identifies situations for which certain CEQA-compliance procedures may apply. Specifically, Section 15183 of the CEQA Guidelines applies to projects that are consistent with existing zoning, community plan, or general plan policies for which an EIR was previously certified.

The analysis presented in the attached report has demonstrated that the proposed project meets the requirements of CEQA Guidelines Section 15183, and, as such, no additional CEQA review, such as a Subsequent or Supplemental EIR or MND, is required.

Furthermore, a project EIR (SCH 2006011015) was prepared and certified for a similar project on the Project Site in February 2007. The EIR evaluated a 441,709 square-foot general commercial project on the 41.3-acre project site, and the project then did not proceed at that time. The Project is of less intensity than the project proposed in 2007. The 2007 EIR was incorporated by reference in the attached analysis pursuant to Section 15150 of the CEQA guidelines.

Prior to the City's determination of a Section 15183 exemption, the City prepared notification for government-to-government consultation under AB 52. The tribes requesting government-to-government consultation included Agua Caliente Band of Cahuilla Indians, Morongo Band of Mission Indians, Pechanga Band of Indians, and Soboba Band of Luiseno Indians. Due to the project being exempt under Section 15183 of the CEQA guidelines, government-to-government consultation was no longer necessary. On May 6, 2025, the City sent notification to the tribes that requested consultation to inform them that the provisions of AB 52 were not applicable to the Project due to the CEQA Section 15183 Exemption and that consultation was considered closed. Included with the letter was a copy of the public hearing notice notifying the tribes of the public hearing.

One response was received as of the preparation of this staff report from Agua Caliente Band of Cahuilla Indians requesting a copy of the previously prepared 2007 EIR.

Public Communications Received:

Property owners located within a 300-foot radius of the project site were notified of the intended public hearing on May 6, 2025, with a 20-day hearing notice in addition to a public notice in the Press Enterprise. Additionally, public utilities were notified on May 8, 2025, with a 20-day notice. The public hearing notice identified the Planning Commission date of May 28, 2025. Proof of the publication for the public hearing is included as Attachment N to this staff report.

As of the date this staff report was prepared no written or public comments have been received. Any additional comments received prior to the time of the scheduled Planning Commission meeting will be provided to the Commission at the time of the public hearing.

Planning Commission Authority:

Plot Plan: A Plot Plan is required pursuant to Section 17.02.070 to establish a new land use, or to assume an existing land use, consistent with the zoning of the proposed location and requires a public hearing conducted by the Planning Commission. The Beaumont Municipal Code Section 17.02.070.F authorizes the Planning Commission to approve, conditionally approve, or deny the application.

Variance: Pursuant to Section 17.02.110 of the Beaumont Municipal Code, the variance procedure is provided pert Section 65906 of the California Government Code to grant relief from zoning provisions when, because of special circumstances applicable to a property including size, shape, topography, location or surroundings, the strict application of this Zoning Ordinance deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classification. Beaumont Municipal Code Section 17.02.110.F. authorizes the Planning Commission to approve, conditionally approve, or deny the application

Sign Program: The Municipal Code of the City of Beaumont Section 17.07.030.L allows sign programs for specific developments, as well as special sign districts or special sign overlay zones, or in specific plans of land uses, when approved as required by applicable law, may modify the rules stated as to sign size, height, illumination, spacing, orientation or other non-communicative aspects of signs, but may not override or modify any of the basic policies.

Development Agreement: The authority to adopt a development agreement is granted under Government Code Sections 65864-65869.5. Resolution No. 1987-34 of the City of Beaumont requires the Planning Commission, after the hearing, to make a recommendation to the City Council in writing. Findings for a Development Agreement can be found in the findings section of this staff report.

Findings:

Plot Plan

1. The proposed use is permitted, or is substantially similar to a use permitted, within the subject zone and complies with the intent of all applicable provisions of the Zoning Ordinance.

The Project is subject to and is consistent with the Development Standards for the Community Commercial (CC) zone. Pursuant to Beaumont Municipal Code Table 17.03-3, the zoning allows retail uses, including the sale of alcohol for grocery stores. The drive-through uses are conditional uses; however, the Project has been conditioned to require Conditional Use Permits be obtained once tenants have been identified.

2. The proposed use is consistent with the objectives, policies, general plan land uses and programs of the general plan and any applicable specific plans.

The Project is in conformance with the General Plan for the City of Beaumont. The land use designation for the Project Site is General Commercial. The proposed development is consistent with the General Plan Policy 3.4.2, which promotes the development of neighborhood commercial uses in the vicinity of residential neighborhoods and larger commercial retail centers along the major transportation corridors.

3. The subject site is physically suitable for the type and intensity of the proposed land use.

The Site is vacant and slopes to the south and west. The proposed project is in a community commercial and residential area that is developed or vacant and is suitable for commercial development.

4. The location, size, design and operating characteristics of the proposed uses are compatible with existing land uses within the general area in which the proposed use is located.

The zoning for the Project Site is Community Commercial and the land use designation is General Commercial. The property to the east has the same zoning and land use designation as the Project Site. To the south lies within the Kirkwood Ranch Specific Plan and has a land use designation of Single Family Residential. The properties to the north of the property are within the Solera Specific Plan and have a land use designation of General Commercial and Single Family Residential. To the west of the subject property is Interstate 10, under the jurisdiction of Caltrans and the State of California. To the north of the property are existing commercial uses including a 76 service station and commercial center with a Rite Aid, Chevron and restaurants. Further north and to the east of the Site are existing single-family dwellings. The proposed uses within the Project are compatible with the surrounding commercially and residentially zoned properties to the north, south, east and west.

5. There are adequate provisions for public access, water, sanitation, and public utilities and services to ensure that the proposed land use would not be detrimental to the public convenience, health, safety or general welfare.

The Site will be served by the Beaumont-Cherry Valley Water District for water services upon annexation into the district. The Applicant has obtained a will-serve letter from the Beaumont-Cherry Valley Water District. The Project will be served by the City of Beaumont for sewer disposal system. Electricity will be provided by Southern California Edison, and natural gas will be provided by the Southern California Gas Company. Solid waste and refuse services are provided by Waste Management, Inc. on behalf of the City of Beaumont. The Site can be adequately served and will not be detrimental to public health and safety.

6. The approval of the plot plan permit for the proposed uses is in compliance with the requirements of the California Environmental Quality Act and there would be no significant adverse impacts upon environmental quality and natural resources that cannot be reasonably mitigated and monitored.

An analysis for a CEQA Guidelines Section 15183 exemption has been prepared finding that the project is exempt. The analysis was prepared by Ascent in April 2025. The analysis is included as Attachment A.

Variances

1. That the strict or literal interpretation and application of this Zoning Ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of this Zoning Ordinance or would deprive applicants of privileges granted to others in similar circumstances.

The Site is located on parcels zoned Community Commercial with a General Plan land use designation of General Commercial and is intended for commercial uses. The Beaumont Municipal Code parking requirements for specific land uses has not been updated to keep up with parking trends. Furthermore, the open space requirements of the Beaumont Municipal do not consider limitations created by other requirements within the Beaumont Municipal Code and conservation of sensitive habitat and open space.

2. That there are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property that do not apply to other property in the same zone.

The Applicant is requesting a parking variance to meet parking trends for shared parking. Furthermore, the open space variance is being requested to meet other municipal code requirements and due to the project dedicating approximately 23.1 acres for conservation of sensitive habitat and open space which has reduced the project site area for development.

3. That the granting of such variance will not constitute the granting of special privilege inconsistent with the limitations on other properties in the vicinity classified in the same zone.

The Applicant is requesting a parking variance to meet parking trends for shared parking. The City of Beaumont regularly receives parking variance requests, which have been successfully approved. Furthermore, the open space variance is being requested due to the reduction in the project site area for development as a result of dedicated conservation areas and limitations in meeting other municipal code requirements. Not all properties in the City are subject to conservation requirements.

4. That the granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located.

Pursuant to Beaumont Municipal Code Section 17.02.070.H In granting a permit, the Community Development Director or Planning Commission may impose such conditions as deemed necessary to ensure that the public health, safety and general welfare are protected and that the proposed use is not a detriment to the community. All conditions shall be binding upon the applicant, heirs, successors, or assignees.

5. That the granting of such variance will not create any inconsistency with any objective contained in the General Plan.

The proposed parking variance will not create an inconsistency with the General Plan objectives and will assist in compliance with the Mobility Element Goal 4.7.4 to review and update the City's parking regulations to ensure that the code is kept current with the parking conditions throughout the City. Community development is currently working on a comprehensive zoning code update that will update parking requirements.

The proposed open space variance is consistent with General Plan policy 3.11.10 that requires the provision of open space linkages and conservation between development projects consistent with the conservation efforts targeted in the MSHCP. A variance of the open space requirement within the commercial center is being requested due to the project already designating approximately 23.1 acres for conservation of sensitive habitat and open space.

Development Agreement

1. The proposed Development Agreement is consistent with the objectives, policies, general land uses, and programs specified in the general plan and any applicable specific plan.

The Project is consistent with the objectives, policies, general land uses, and programs specified in the general plan. The Project Site has a land use designation of General Commercial and is consistent with General Plan Policy 3.4.2, which promotes the development of neighborhood commercial uses in the vicinity of residential neighborhoods and larger commercial retail centers along the major transportation corridors.

2. The proposed Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the applicable zoning district(s) in which the Project is and will be located.

The Project is subject to and is consistent with the Development Standards for the Community Commercial (CC) zone. Pursuant to Table 17.03-3, the retail uses are a permitted use within the Community Commercial zone. The drive-throughs require a conditional use permit, and the Project has been conditioned to require a Conditional Use Permit once tenants are identified.

3. The proposed Development Agreement is in conformity with public convenience, general welfare and good land use practice.

The Project is consistent with Goal 3.4, A City that maintains and expands its commercial, industrial, and other employment-generating land uses and Policy 3.4.1 of the General Plan, continue to promote commercial and industrial development in the Interstate Employment Subarea that capitalizes on the City's location near the I-10 and the SR-60 freeways.

4. The proposed Development Agreement is not otherwise detrimental to the health and safety of the citizens of the City of Beaumont.

Pursuant to Beaumont Municipal Code Section 17.02.070.H, in granting a permit, the Community Development Director or Planning Commission may impose such conditions as deemed necessary to ensure that the public health, safety and general welfare are protected and that the proposed use is not a detriment to the community. All conditions shall be binding upon the applicant, heirs, successors, or assignees.

5. The proposed Development Agreement will not adversely affect the orderly development of property or the preservation of property values.

The Project is consistent with Goal 3.4, A City that maintains and expands its commercial, industrial, and other employment-generating land uses and Policy 3.4.1 of the General Plan, continue to promote commercial and industrial development in the Interstate Employment Subarea that capitalizes on the City's location near the I-10 and the SR-60 freeways.

Recommended Action:

Hold a public hearing; and,

Approve Plot Plan (PP2023-0059), Sign Program (PLAN2024-0157), Variances (V2024-0019 and V2025-0031) and CEQA Section 15183 Exemption subject to the attached conditions of approval;

Approve a Finding of Public Convenience and Necessity;

Direct Staff to prepare a Notice of Exemption for the Applicant to file with the Riverside County Clerk Recorder and the State Clearinghouse; and

Waive the full reading and adopt by title only, A Resolution of the Planning Commission of the City of Beaumont Recommending that the City Council of the City of Beaumont Approve and Adopt a Proposed Development Agreement (PLAN2025-0177) by and between the City of Beaumont and Beaumont Regency AVG", subject to the attached conditions of approval.

Attachments:

A. CEQA 15183 Exemption Analysis
B. Draft Conditions of Approval
C. Draft Resolution
D. Development Agreement and Associated Attachments
E. Development Plans
F. Sign Program
G. General Plan Land Use Designation Map
H. Zoning Map
I. Aerial Photograph
J. Parking Variance Request
K. Open Space Variance Request
L. ABC License Report – Census Tract #438.22
M. Radius Map and Certification

N. Proof of Publication
O. Billboard Sign Conceptual Drawing

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Guidelines Section 15183 Compliance for the Oak Valley Village Project Plot Plan 2024-0059

Prepared for:

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

April 2025

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

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Prepared for:

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550 East 6th Street
Beaumont, CA 92223

Prepared by:

Ascent
2550 Fifth Ave, Suite 640
San Diego, CA 92103

April 2025

20240290.01

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LIST OF ABBREVIATIONS

AMSL	above mean sea level
APN	Assessor's Parcel Number
AQMP	Air Quality Management Plan
BACM	best available dust control measure
BCVWD	Beaumont-Cherry Valley Water District
BLD	Beaumont Library District
BMP	best management practice
BUSD	Beaumont Unified School District
CAL FIRE	California Department of Forestry and Fire Protection
CC	Community Commercial
CNPS	California Native Plant Society
COA	Condition of Approval
County EHHM	County Department of Environmental Health Hazardous Materials
CUPA	Certified Unified Program Agency
DIF	Development Impact Fees
DTSC	California Department of Toxic Substances Control
FAR	Floor-Area-Ratio
GC	General Commercial
GHG	greenhouse gas
HVLP	high volume-low pressure
I-10	Interstate 10
ICU	intersection capacity utilization
JPR	Joint Project Review
LID	Low Impact Development
LOS	Level of Service
LRA	Local Responsibility Area
M	Manufacturing zone
MBTA	Migratory Bird Treaty Act
MLD	Most Likely Descendant
MM	Mitigation Measure
MS4	Municipal Separate Storm Sewer System
MSHCP	Multiple Species Habitat Conservation Plan

NAHC	Native American Heritage Commission
NNG	non-native grassland
NPDES	National Pollutant Discharge Elimination System
RAFSC	Riversidian Alluvial Fan Sage Scrub
RCA	Regional Conservation Authority
RCFD	Riverside County Fire Department
RTP/SCS	Southern California Association of Governments Regional Transportation Plan / Sustainable Communities Strategy
RWQCB	Regional Water Quality Control Board
SCE	Southern California Edison
SCG	Southern California Gas Company
SCH	State Clearinghouse
SCIC	South Coastal Information Center
SRA	State Responsibility Area
SWPPP	Stormwater Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TCM	transportation control measure
USACE	US Army Corps of Engineers
USEPA	United States Environmental Protection Agency
WQMP	Water Quality Management Plan

1 INTRODUCTION

The project applicant is proposing the development of the Oak Valley Village project (herein, "project" or "proposed project"). Specifically, the project would entail the development of an approximately 28.95 acre site into a 279,941 square-foot General Commercial Center. The project site encompasses Assessor's Parcel Numbers (APNs) 414-070-008, 414-080-001, 404-080-003, 414-080-004, 414-080-005, 414-080-006, and 414-090-019, is located south of Oak Valley Parkway and approximately 500 feet east of Interstate 10 (I-10) in the City of Beaumont. The project site's regional location is show in Figure 1-1. The vicinity map is shown in Figure 1-2 and the project site aerial is shown in Figure 1-3.

The City of Beaumont City Council adopted the City's General Plan Update (Beaumont 2040) and certified a Program Environmental Impact Report (herein, "GPU EIR"; State Clearinghouse [SCH] No. 2018031022) in October 2020. The GPU also included a comprehensive update to the City of Beaumont Zoning Code. The GPU EIR was prepared as a Program Environmental Impact Report (Program EIR) in conformance with the California Environmental Quality Act ("CEQA"; California Public Resources Code, Sections 21000, et seq.) and the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, et seq.). According to Section 15168 of the CEQA Guidelines, a Program EIR may be prepared on a series of actions that can be characterized as one large project. Use of a Program EIR gives the Lead Agency an opportunity to consider broad policy alternatives and program-wide mitigation measures, as well as greater flexibility to address project-specific and cumulative environmental impacts on a comprehensive scale. The proposed project is consistent with the existing general plan (General Commercial) and zoning (Community Commercial) land use designations.

In addition, a project specific EIR (SCH 2006011015) was prepared in February 2007 for a similar general commercial project on a similar but larger project site (41.3 acres of a 60.5-acre project site). The EIR was certified in April 2007 and the project did not proceed at that time. Both the 2020 General Plan Update EIR and the 2007 project specific EIR addressed the impact associated with similar, but more intense land uses than proposed by the current proposes project.

1.1 CEQA COMPLIANCE

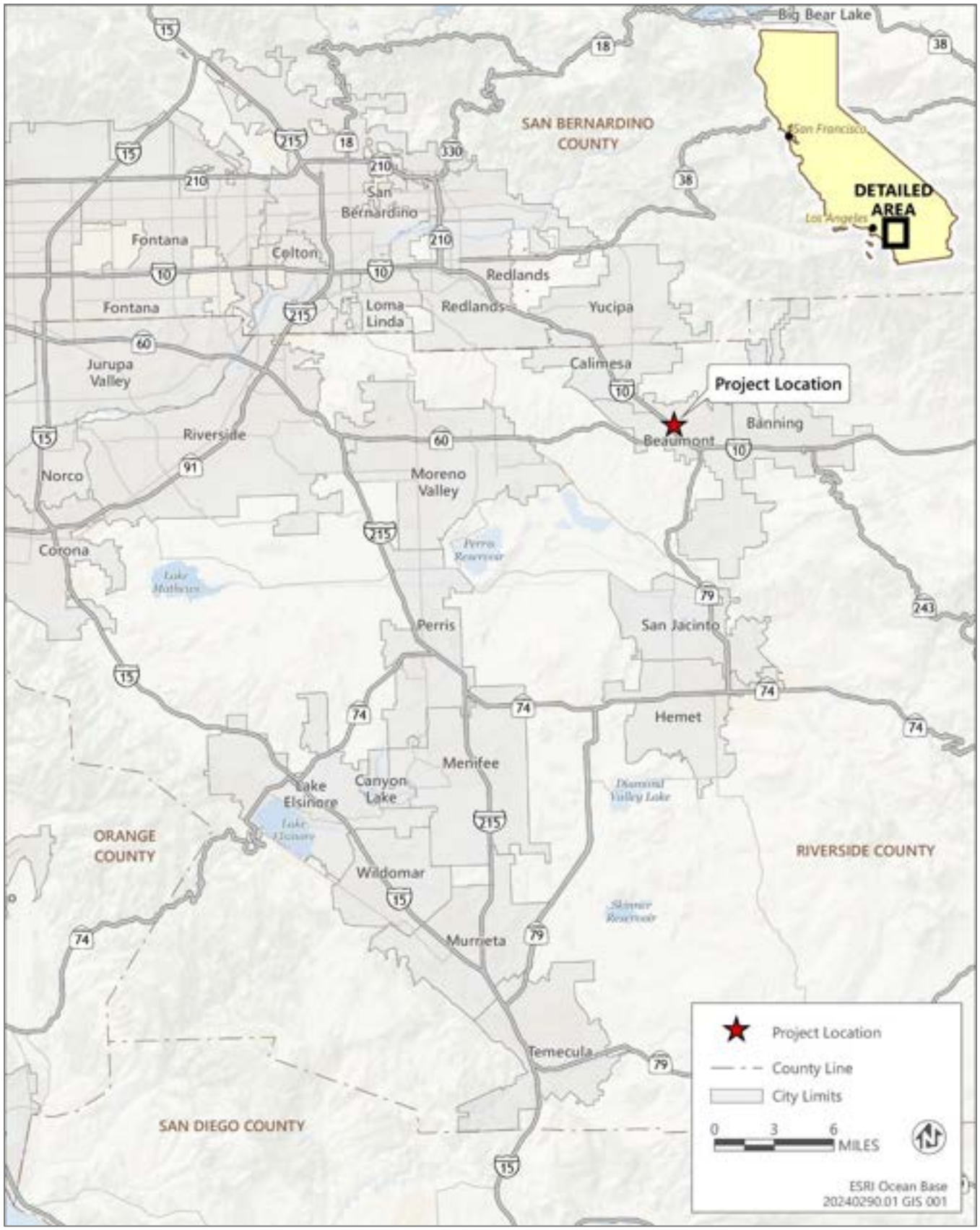
Article 12 (Special Situations) of the State CEQA Guidelines identifies situations for which certain CEQA-compliance procedures may apply. Specifically, Section 15183(a) of the State CEQA Guidelines states that:

> "CEQA mandates that projects which are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. This streamlines the review of such projects and reduces the need to prepare repetitive environmental studies."

Pursuant to Section 15183(c) of the State CEQA Guidelines, "(i)f an impact is not peculiar to the parcel or to the project, has been addressed as a significant effect in the prior EIR, or can be substantially mitigated by the imposition of uniformly applied development policies or standards…then an additional EIR need not be prepared for the project solely on the basis of that impact."

Accordingly, the purpose of the analysis contained herein is to evaluate whether the project would result in impacts that are peculiar to the project or project site, and to determine whether such impacts (if any) can be substantially mitigated by the imposition of uniformly applied development policies or standards. If any impacts cannot be substantially mitigated with uniformly applied development policies or standards, or if the project results in off-site or cumulative impacts that were not previously evaluated in the GPU EIR, then additional environmental review is required for the project. Alternatively, if the project does not result in any impacts beyond what was evaluated and disclosed as part of the GPU EIR, then no additional environmental review would be required.

Additionally, the City of Beaumont previously prepared and certified an EIR for a similar, but larger project on the project site in 2007. The previous 2007 project proposed to develop a larger 60.5-acre project site into 41.3 acres of general commercial development and 23.1 acres of open space/conservation, and included an evaluation of impacts to air quality, biological resources, cultural resources, hydrology, noise, transportation/traffic, and water quality.



Sources: Adapted by Ascent in 2024.

Figure 1-1 Regional Location



Sources: Data downloaded from Riverside County in 2021; adapted by Ascent in 2021.

Figure 1-2 Vicinity Map



Sources: Adapted by Ascent in 2024.

Figure 1-3 Site Aerial

The 2007 project proposed 441,709 square feet of commercial development. The currently proposed project area was entirely located within the project area evaluated in the 2007 EIR and proposes 279.941 square feet of commercial development, which represents 63% of the previous development proposal intensity. The 2007 EIR is hereby incorporated by reference pursuant to Section 15150 of the CEQA Guidelines. Information from the 2007 EIR is incorporated into this CEQA compliance document.

1.2 RELATIONSHIP TO THE 2020 GENERAL PLAN UPDATE EIR

As shown in the GPU EIR (Figure 1-4), Land Use Plan, the land use designation for the project site is General Commercial (GC), with a maximum Floor-Area-Ratio (FAR) of 0.75. The GPU EIR analyzed the impacts of all future development in the City of Beaumont, with project site evaluated consistent with the GC land use designation. For the General Commercial land use designation, the GPU EIR impact analysis assumed that 70 percent of the General Commercial designated areas would be developed. In addition, the GPU EIR depicts Oak Valley Parkway as an Urban Arterial, four lane divided highway. The project proposes to develop 28,95 acres site into 279,941 square feet of general commercial land uses, which would result in a FAR of 0.22.2, and is consistent with the 2020 General Plan Update and the analysis contained within the GPU EIR.

The 2020 GPU EIR evaluated city-wide impacts to aesthetics, agriculture/forestry, air quality, biological resources, cultural resources, geology & soils, greenhouse gas, Hazards/hazardous materials, hydrology/water quality, land use & planning, mineral resources, noise, population and housing, public services, recreation, transportation/traffic, tribal cultural resources, utilities/service systems, energy, and wildfire.

Existing project site zoning is shown in Figure 1-5.

1.3 RELATIONSHIP TO THE 2007 PROJECT EIR

A project EIR (SCH 2006011015) was prepared and certified for a similar project that included the project site in February 2007. The EIR evaluated a 441,709 square foot general commercial project on a 41.3-acre portion of the 60.5 acre project site, and the project did not proceed at that time. The 2007 project site plan is shown in Figure 1- 6. The proposed 2007 project was consistent with the general plan land use and zoning designations existing at the time the 2007 EIR was prepared and evaluated project specific impacts to air quality, biological resources, cultural resources, hydrology, noise, transportation/traffic and water quality. The EIR included a series of mitigation measures designed to reduce impacts to less than significant levels and all impacts except air quality were reduced to less than significant. A statement of Overriding Considerations weas prepared for the significant air quality impacts. 2007 EIR analysis and mitigation measures are summarized in Section 4.0.

1.4 RELATIONSHIP TO THE APPROVED WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY (RCA) MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP) JOINT PROJECT REVIEW(JPR)

A Western Riverside County Regional Conservation Authority (RCA) Multiple Species Habitat Conservation Plan (MSHCP) Joint Project Review (JPR) was completed in December 2007 for the proposed project. The JPR (07-03-12-02) was approved by the RCA and required the conservation of 23.1 acres of sensitive habitat associated with Noble Creek in the southern portion of the 2007 project site. 6.0 acres of the conservation area are within Criteria Cell 940 and 17.1 acres of conservation are outside of conservation cells. The currently proposed project is substantially the same as the 2007 project and the RCA concluded that "the project is consistent with both the criteria and other plan requirements. On July 28, 2024, the RCA issued a clerical amendment to the approved JPR which corrected the actual impact and mitigation/conservation acreages that are required for the proposed project. The currently proposed project is consistent with the JPR clerical amendment and no additional MSHCP compliance is required as long as the formal conservation of the 23.1 acres of sensitive habitat is conveyed to the RCA.

No additional biological resource mitigation measures or MSHCP coordination is required. The July 28, 2024, MSHCP JPR amendment is contained in Appendix A.



Source: Data downloaded from City of Beaumont in 2024; adapted by Ascent in 2024.

Figure 1-4 Existing General Plan Land Use



Source: Data downloaded from City of Beaumont in 2024; adapted by Ascent in 2024.

Figure 1-5 Existing Zoning

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Source: Image produced by HDR in 2007; adapted by Ascent in 2025.

Figure 1-6 2007 Approved Project Site Plan

2 PROJECT DESCRIPTION

2.1 PROJECT LOCATION

Regionally, the project site is located within the north-central portion of the City of Beaumont (City), Riverside County, California (Figure 2-1). The project site is located south of and adjacent to Oak Valley Parkway, approximately 500 feet east of Interstate 10 (I-10) (Figure 1-1). Noble Creek is located immediately south of the project site.

2.2 ENVIRONMENTAL SETTING

As shown on Figure 1-1, the project would encompass an approximately 28.95-acre development site (APNs 414-070-009, 414-080-001, 414-080-003, 414-080-004, 414-080-005, 414-080-006 and 414-090-019). The undeveloped parcel slopes from north to the south towards Noble Creek. Onsite elevations range from 2,525 feet above mean sea level (AMSL) in the northeast portion of the site to 2,480 feet AMSL in the southwestern portion of the site. The site is currently vacant, consisting of generally flat area and is covered by non-native grasses and riversidian sage scrub. The 2007 EIR Cultural Resources Assessment determined that the project site has been included in previous cultural resources studies and that no archaeological sites had been recorded within its boundaries. Existing commercial and single-family residential uses are located to the north, and east of the project site and across Noble Creek to the south.

2.2.1 Existing General Plan Land Use Designation and Zoning

According to the 2020 General Plan Update Land Plan Map, the project site has a land use designation of General Commercial (GC) which allows for "Big Box" and "Large Format" retailers within commercial shopping centers, with a maximum FAR of 0.75. The purpose and intent of this land use designation is to allow a mix of retail and restaurant uses that serve adjacent neighborhoods. The proposed project is entirely consistent with the General Commercial general plan land use designation and is well within the 70 percent buildout assumption. The existing general plan designation is shown in Figure 1-4.

The project site is zoned Community Commercial (CC), which allows for community commercial land uses including retail and restaurant uses. Existing City of Beaumont zoning is shown in Figure 1-5. The proposed project is entirely consistent with the existing zoning. The proposed project is being processed as a Plot Plan.

The Community Design Element of the General Plan identifies the project site within the North Neighborhood Sub Area. Projects within the North Neighborhood Sub Area are required to include Design Guidelines that address grading, architectural styles, details and materials, color palettes, landscaping, irrigation, walls and fencing, and other items related to future development.

2.3 PROJECT CHARACTERISTICS

2.3.1 Site Plan

The project proposes the development of the 28.95-acre project site into 279,941 square feet of general commercial land uses (Figure 2-1). This represents a FAR of 0.22, which is well within the maximum allowable community commercial FAR of 0.75. The project proposes two major retail tenants, one mid-sized retail tenant, one series of shops and four pads (A-D). A total of 1,560 parking spaces are required by the city zoning code, 1,376 parking spaces are provided, which will require a minor variance. Of the 1,376 parking spaces, 214 will be EV ready/capable.

2.3.2 Circulation

The primary vehicular access point would be via driveways along Oak Valley Parkway east of Interstate 10 (I-10). Interior circulation would include two primary travel lanes, parking drive aisles. and parking. A total of 1,376 parking spaces are proposed. A fire department turn around is provided at the southern terminus of the [primary north-south access road.

Pedestrian circulation is provided within and along the perimeter of the site and along proposed building frontages.

2.3.3 Architecture

The proposed commercial buildings architecture styles are shown in the elevations in Figures 2-2 and 2-3.

2.3.4 Landscaping and Irrigation

The landscape intent is to provide a consistent onsite and street scene landscape for project visitors. A low-moderate plant palette would be used to enhance and complement the commercial architecture while ensuring sustainable landscape practices. Landscaping would include a variety of trees, shrubs, and groundcover. All disturbed areas would be replanted and irrigated. The landscape plan is shown in Figure 2-4.

2.3.5 Utilities

Municipal and private utility services are necessary to serve the project and are currently available within or adjacent to the project site. On-site utility infrastructure necessary to serve the project, including water, sewer, drainage, storm water runoff treatment facilities, and dry utilities, would be installed with the proposed development and would connect to the existing utilities.

DRY UTILITIES

The project site is located within the service areas of the following utility purveyors: Southern California Edison (SCE) (electricity), and Southern California Gas Company (SoCalGas) (natural gas). The project includes installation of on-site utility infrastructure that would connect to the existing facilities adjacent to the project site.

WATER AND WASTEWATER

The Cherry Valley-Beaumont Water District provides water service to the project site. There is an existing water line beneath Oak Valley Parkway. The project includes installation of water lines on-site that would connect to the existing water lines in the adjacent roadways. Wastewater disposal is provided by the City of Beaumont and there is an existing 30-foot sewer easement along the western project boundary. The existing infrastructure has sufficient capacity to accommodate the proposed uses and existing development, and no upgrades to the existing infrastructure off-site would be required.

STORM DRAINS AND WATER QUALITY FEATURES

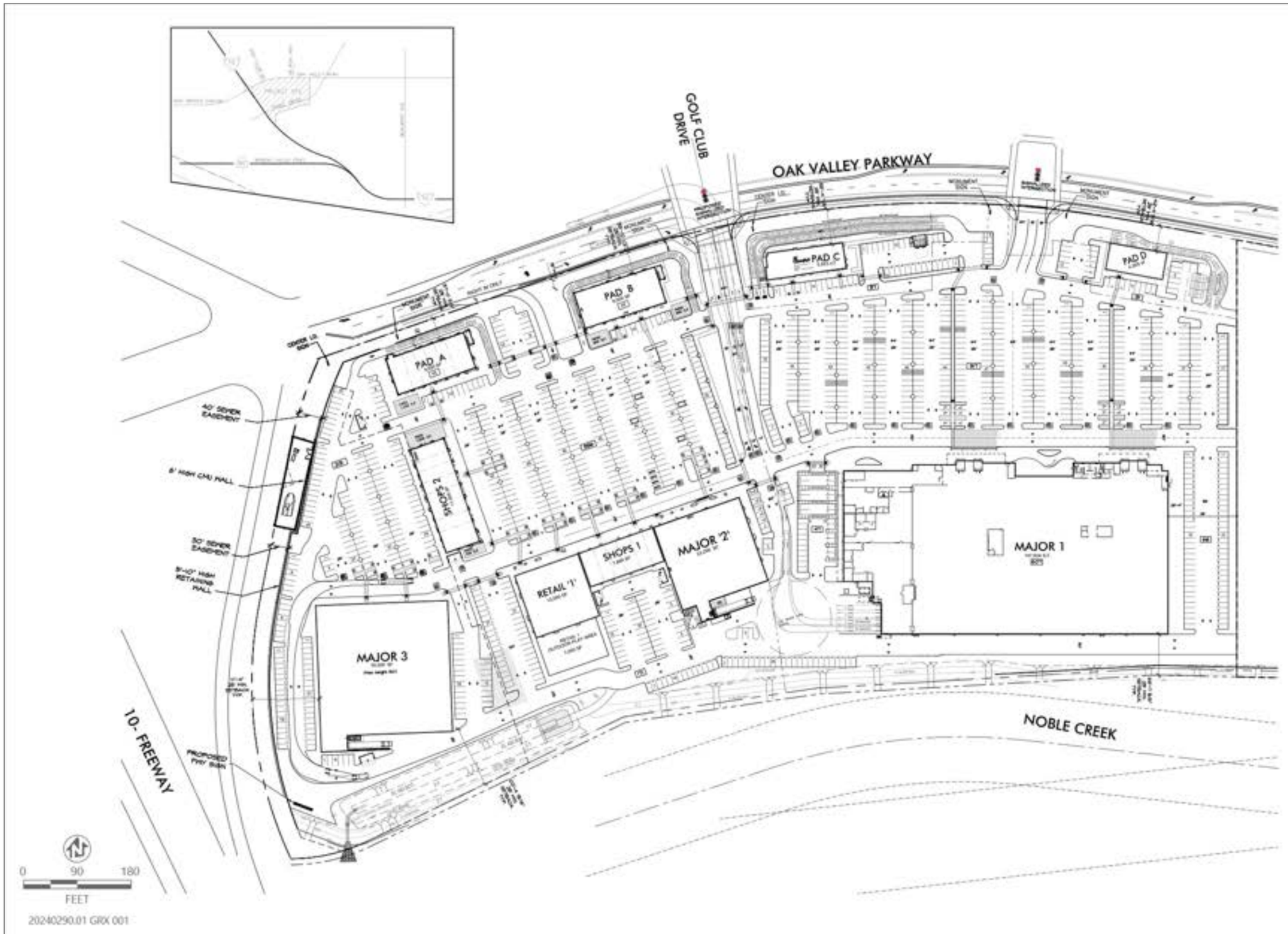
Stormwater would flow from the northeast to the southwest via proposed onsite storm drains and surface flow, and would be detained and treated in a surface water quality basin in the southeast corner of the project site, south of Major Building No. 3. Stormwater flows exceeding the capacity of the basin would be discharged to Noble Creek.

2.3.6 Grading

Project grading would require 245,170 cubic yards of cut and 239,470 cubic yards of fill. A total of 24,950 cubic yards of offsite export (including utility trench spoils) would be required. Most of the cut would be from the northern, central, and eastern portions of the site, which would be redistributed in the western and southern portions of the site. Onsite slopes (2:1) would be up to 20 feet in height adjacent to Noble Creek will be created.

REQUESTED ENTITLEMENTS

Requested project entitlements/approvals include the: plot plan approval, parking variance, CEQA exemption adoption and annexation into the Beaumont Cherry Vallet Water District.



SITE SUMMARY

LAND	± 27.97 AC	± 1,218,428 SF
BUILDING AREA		279,941 SF
- RETAIL		247,868 SF
- RESTAURANT		32,073 SF
LAND-TO-BUILDING RATIO		4.35/1
COVERAGE		23%

PARKING

- RETAIL (247,868 SF) @ 1/200	1,239 STALLS
- REST. (32,073 SF) @ 1/100	321 STALLS
TOTAL REQUIRED	1,560 STALLS
PARKING PROVIDED	
- STANDARD STALLS (9'X19')	1,328 STALLS
- ACCESSIBLE STALLS	51 STALLS
TOTAL PROVIDED	**1,379 STALLS**
PARKING RATIO	**4.92/1000**

PER BEAUMONT ZONING ORDINANCE, CHAPTER 17.05, SECTION 17.05.040 TABLE 17.05-1

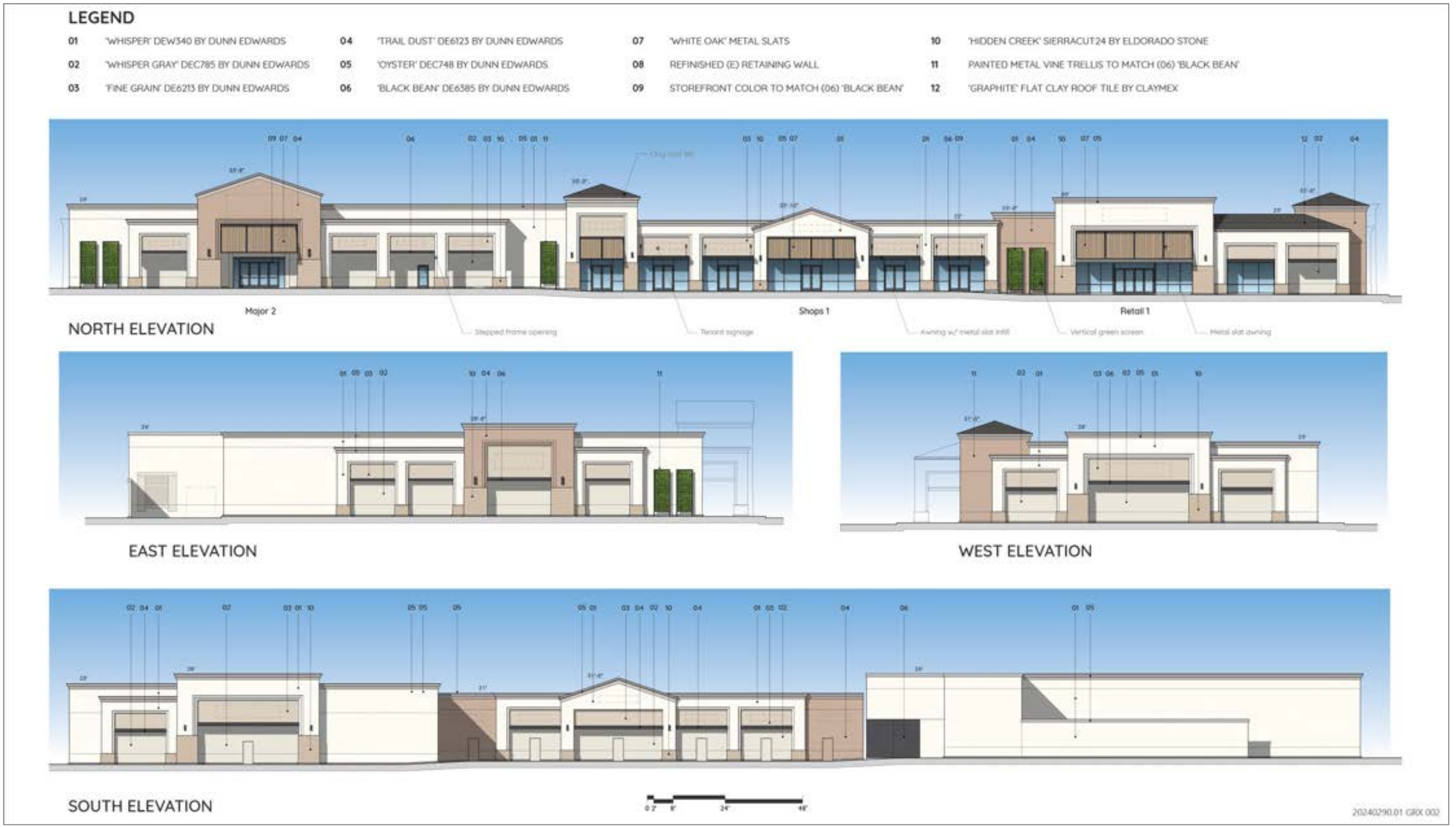
ELECTRICAL VEHICLE CHARGING STATIONS (SVCS) TAB;E 11B-228.3.2.1 CBC 2023

PARKING PROVIDED

EV CAPABLE	214 STALLS
EVCS	71 STALLS
- STANDARD ACCESSIBLE	2 STALLS
- VAN ACCESSIBLE	1 STALL
- AMBULATORY	2 STALLS
TOTAL	285 STALLS

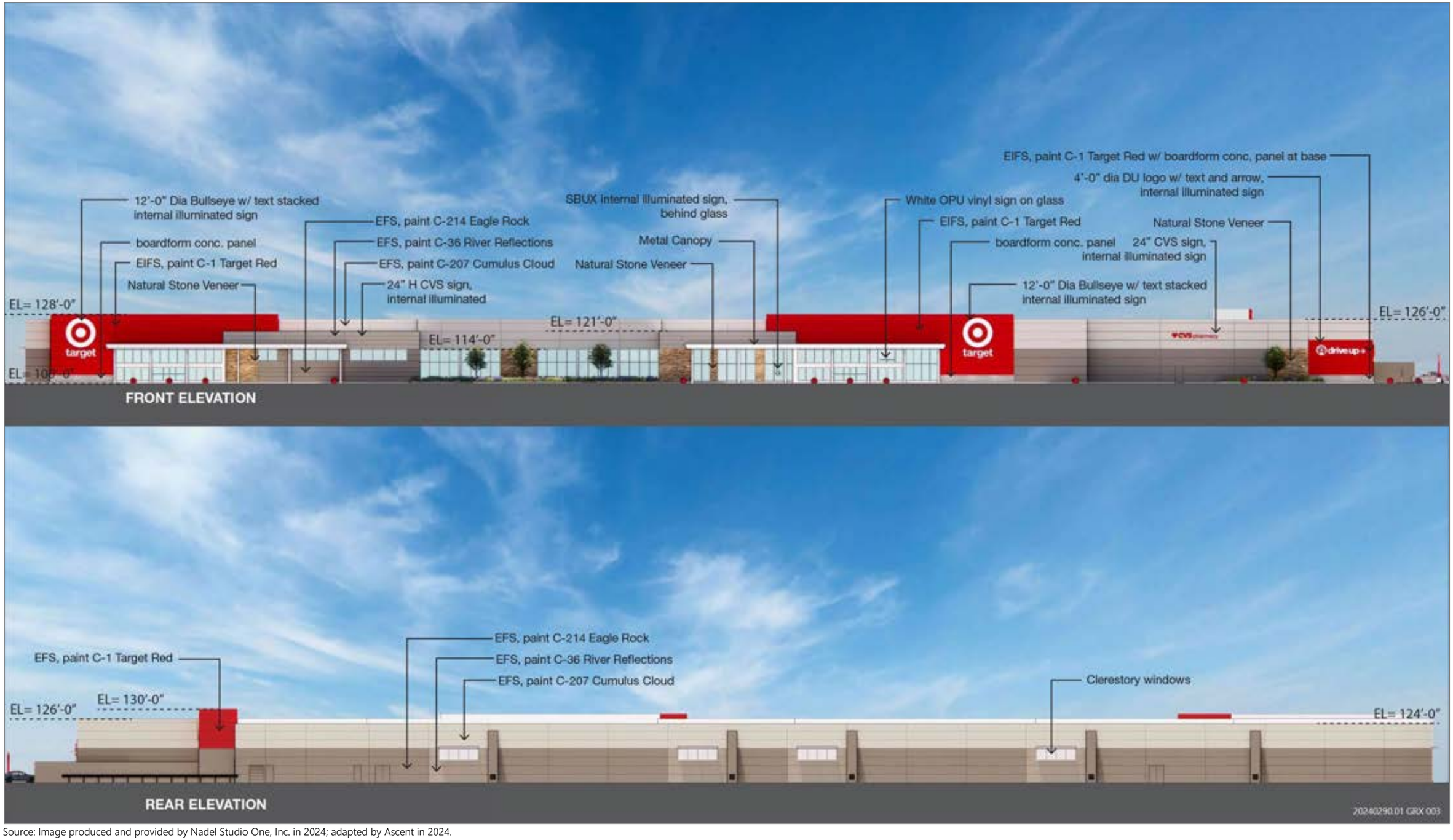
Source: Image produced and provided by Nadel Studio One, Inc. in 2025; adapted by Ascent in 2025.

Figure 2-1 Site Plan



Source: Image produced and provided by Nadel Studio One, Inc. in 2024; adapted by Ascent in 2024.

Figure 2-2 Retail Elevations



Source: Image produced and provided by Nadel Studio One, Inc. in 2024; adapted by Ascent in 2024.

Figure 2-3 Major Commercial Elevations



Source: Image produced and provided by Nadel Studio One, Inc. in 2024; adapted by Ascent in 2024.

Figure 2-4 Landscape Plan

3 ENVIRONMENTAL REVIEW CONCLUSION

The analysis presented in Section 4.0 (Project-Specific Environmental Assessment) of this memorandum demonstrates that the proposed project meets the requirements of CEQA Guidelines Section 15183, and as such, no additional CEQA review, such as a Subsequent or Supplemental EIR or MND, is required for the project. Specifically:

- The proposed project would not result in environmental impacts that are peculiar to the project site not addressed in the 2020 General Plan Update EIR (CEQA Guidelines Section 15183(b)(1));
- The proposed project is consistent with the project site's adopted 2020 General Plan Update land use designation of "GC – General Commercial (70% maximum buildout)" and there are no environmental effects associated with the proposed project that were not previously analyzed as significant effects by the GPU EIR (CEQA Guidelines Section 15183(b)(2));
- There are no potentially significant off-site or cumulatively considerable impacts of the proposed project that were not discussed in the GPU EIR (CEQA Guidelines Sections 15183(b)(3) and 15183(j));
- There is no substantial new information which was not known at the time the GPU EIR was certified that would result in a more severe environmental impact beyond the significant impacts previously identified in the GPU EIR (CEQA Guidelines Section 15183(b)(4));
- The GPU EIR was certified in conjunction with the City's adoption of the 2020 General Plan Update, and the proposed project is consistent with the project site's existing 2020 General Plan Update land use designation of "L – Low Density Residential (0.5 du/ac – 2.0 du/ac)." (CEQA Guidelines Section 15183(d)); and
- All of the Standard Conditions of Approval (COAs) and Mitigation Measures (MMs) relied upon by the GPU EIR to reduce environmental effects and that are applicable to the proposed project are feasible and would be implemented as part of the project (CEQA Guidelines Section 15183(e)).

Accordingly, and pursuant to CEQA Guidelines Section 15183, because the proposed project is consistent with the 2005 General Plan Update, and because the proposed project would not result in any new or more severe impacts to the environment beyond what was previously evaluated and disclosed as part of the GPU EIR, no additional environmental review is required for the proposed project beyond the analysis and conclusions provided in Section 4 of this memorandum.

3.1 OVERVIEW OF CEQA GUIDELINES SECTION 15183

Article 12 (Special Situations) of the State CEQA Guidelines identifies situations for which certain CEQA-compliance procedures may apply. Specifically, Section 15183 of the CEQA Guidelines applies to projects that are consistent with existing zoning, community plan, or general plan policies for which an EIR was previously certified. CEQA mandates that such projects shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. Section 15183 is intended to streamline the review of such projects and reduce the need to prepare repetitive environmental studies. For projects that meet the requirements of Section 15183, the Lead Agency is required to limit its examination of environmental effects to those effects which the Lead Agency determines, in an initial study or other analysis:

1) Are peculiar to the project or the parcel on which the project would be located;
2) Were not analyzed as significant effects in a prior EIR on the zoning action, general plan, or community plan with which the project is consistent;
3) Are potentially significant off-site impacts and cumulative impacts which were not discussed in the prior EIR prepared for the general plan, community plan or zoning action; or
4) Are previously identified significant effects which, as a result of substantial new information which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR.

If an impact is not peculiar to the parcel or to the project, has been addressed as a significant effect in the prior EIR, or can be substantially mitigated by the imposition of uniformly applied development policies or standards, as contemplated by CEQA Guidelines Section 15183(c), then an additional EIR need not be prepared for the project solely on the basis of that impact. Pursuant to CEQA Guidelines Section 15183(h), an environmental effect shall not be considered peculiar to the project or parcel solely because no uniformly applied development policy or standard is applicable to it. Section 15183(e) allows for the analysis to be limited for those significant environmental effects which were previously identified in the prior EIR, and for which all applicable mitigation measures identified by the prior EIR are found to be feasible. For such effects, the Lead Agency is required to make a finding at a public hearing as to whether the feasible mitigation measures would be undertaken.

Pursuant to CEQA Guidelines Section 15183(f), an effect of a project on the environment shall not be considered peculiar to the project or the parcel if uniformly applied development policies or standards have been previously adopted by the city or county with a finding that the development policies or standards will substantially mitigate that environmental effect when applied to future projects, unless substantial new information shows that the policies or standards will not substantially mitigate the environmental effect. The finding shall be based on substantial evidence which need not include an EIR. Such development policies or standards need not apply throughout the entire city or county but can apply only within the zoning district in which the project is located, or within the area subject to the community plan on which the lead agency is relying. Moreover, such policies or standards need not be part of the general plan or any community plan but can be found within another pertinent planning document such as a zoning ordinance. Where a city or county, in previously adopting uniformly applied development policies or standards for imposition on future projects, failed to make a finding as to whether such policies or standards would substantially mitigate the effects of future projects, the decision-making body of the city or county, prior to approving such a future project pursuant to Section 15183, may hold a public hearing for the purpose of considering whether, as applied to the project, such standards or policies would substantially mitigate the effects of the project. Such a public hearing need only be held if the city or county decides to apply the standards or policies as permitted in Section 15183.

Section 15183(j) of the State CEQA Guidelines does not affect any requirement to analyze potentially significant off-site or cumulative impacts if those impacts were not adequately discussed in the prior EIR. If a significant offsite or cumulative impact was adequately discussed in the prior EIR, then Section 15183 may be used as a basis for excluding further analysis of that offsite or cumulative impact.

4 PROJECT-SPECIFIC ENVIRONMENTAL ASSESSMENT

The following analysis addresses the potential impacts from the proposed Oak Valley Village Commercial Project in relation to the analysis presented in the GPU EIR that was certified in October 2020 (SCH No. 2018031022) and in the certified EIR for the previous project (February 2007 – SCH 2006011015). The discussion below is formatted to address each of the environmental checklist items identified by Appendix G to the CEQA Guidelines, which also were relied upon by the 2020 GPU EIR and the 2007 project EIR. The analysis assumes that the proposed project would be subject to all applicable Mitigation Measures (MMs) identified by the GPU and project EIRs, applicable Standard Conditions of Approval (COAs) as identified in the GPU EIR, and any standard COAs that have been implemented since the General Plan EIR was certified that are applicable to the proposed project. Applicable MMs, and COAs that were relied upon to evaluate the project's potential environmental effects are listed under the appropriate environmental subject heading in the following subsections.

4.1 AESTHETICS

Would the project:	New Significant Impact	More Severe Impacts	New Ability to Substantially Reduce Significant Impact	No Substantial Change from Previous Analysis
a. Have a substantial adverse effect on a scenic vista?				✓
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				✓
c. In non-urbanized areas, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the Project is in an urbanized area, would the Project conflict with applicable zoning and other regulations governing scenic quality?				✓
d. Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?				✓

The 2020 GPU EIR and the 2007 project EIR evaluated the project site for impacts to Aesthetics.

4.1.1 Applicable 2020 GPU EIR and 2007 Project EIR Mitigation Measures

2020 GPU EIR Mitigation Measures: The 2020 GPU EIR does not include mitigation measures for Aesthetics.

2007 Project EIR Mitigation Measures: The 2007 project EIR does not include mitigation measures for Aesthetics.

4.1.2 Previous Significance Determinations

The 2020 GPU EIR concluded that development associated with the buildout of the Planning Area (city limits and sphere of influence) result in the intensification of existing land uses and the conversion of vacant land into urban land uses; however, project-specific design review of projects proposed in the Planning Area would ensure that development pursuant to the General Plan (Beaumont 2040 Plan) is attractive and cohesive without diminishing the quality of the natural beauty of the general vicinity. Adherence to the Beaumont 2040 Plan goals and policies and project-specific design review of individual projects would result in a less than significant impacts to scenic vistas. In addition, the Planning Area did not propose any land uses which would significantly impact scenic resources within the Planning Area or vicinity, and site specific analysis required by the City's entitlement process and CEQA would ensure that potential scenic impacts of individual proposed projects are disclosed and mitigated to a less-than-significant level, and as such, impacts regarding damaging scenic resources would be less than significant. The 2020 GPU EIR also concluded that implementation of the goals and policies of the Beaumont 2040 Plan would ensure that urbanization of the Planning Area would not result in substantial degradation to the existing visual character or quality of the Planning Area and its surroundings, thus resulting in a less-than-significant impact. As stated in the 2020 GPU EIR compliance with the City's municipal code of ordinances would reduce new sources of substantial light and glare for daytime and nighttime views to a less-than-significant level. Therefore, all impacts were found to be less than significant, and no mitigation measures were required.

The 2007 Project EIR did not analyze aesthetics, as the Appendix G Environmental Checklist Form included in the CEQA Statute and Guidelines did not, at the time, have a section addressing aesthetic environmental impacts. Therefore, a significance determination of the project's potential aesthetic impacts was not determined.

4.1.3 Project-Specific Analysis

The project is located within a non-urbanized area of the city and is not included within a scenic vista. Motorists, cyclists, and pedestrians traveling along Oak Valley Parkway and along the I-10 freeway see partially obstructed views of the project site due to terrain; surrounding land uses include low-density residential and commercial. The proposed commercial development would be of similar scale and height to the existing surrounding land uses and would not obstruct a scenic resource. No scenic highways are located within the project site or in the vicinity of the project site, and no trees, rock outcroppings, or historic buildings are located on the project site in connection with a state scenic highway; the nearest eligible and designated scenic highway is State Route 243 near Banning, approximately 6.5 miles east of the project site. As the project would conform to the underlying existing zoning and General Plan land use designations on-site, and due to the fact that land uses in the vicinity are commercial and low-density residential, development of the project's commercial land uses would not result in significant degradation to the existing visual character or quality of public views of the project site and surroundings. Regarding on-site lighting or glare, lighting for the project would be provided in order to illuminate building entrances, common open space areas, and parking areas largely to provide adequate nighttime visibility for patrons and visitors and to provide a measure of security; however, all exterior lighting would be designed and installed with shielding to reduce glare on to neighboring properties in conformance with City standards, such as Chapter 8.50 of the City's municipal code and the Outdoor Lighting Ordinance. Conformance to the City's municipal code and lighting ordinance standards would ensure that the project would not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.

4.2 AGRICULTURE AND FORESTRY RESOURCES

Would the project:	New Significant Impact	More Severe Impacts	New Ability to Substantially Reduce Significant Impact	No Substantial Change from Previous Analysis
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				✓
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?				✓
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				✓
d. Result in the loss of forest land or conversion of forest land to non-forest use?				✓
e. Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				✓

4.2.1 Applicable 2020 GPU EIR and 2007 Project EIR Mitigation Measures

The 2020 GPU EIR and the 2007 project EIR evaluated the project site for impacts to Agriculture and Forestry Resources.

2020 GPU EIR Mitigation Measures: The 2020 GPU EIR includes the following applicable mitigation measures for Agriculture and Forestry Resources:

- MM-AG-1: Because the State revaluates and changes Farmland designations approximately every two years, to determine the specific impacts to designated Farmland sites shown on Figure 5.2-1 – Designated Farmland, as part of any entitlement process for any future development proposal, the project applicant shall use the most current FMMP data available to determine the number of acres of Prime Farmland, Unique Farmland, and Farmland of Statewide Importance that would be permanently converted to a non-agricultural use by the proposed future development. This number shall be referred to as the "Acres of Converted Farmland."

  If the Acres of Converted Farmland for any future development project is greater than zero, the City shall require the project proponent to provide mitigation in the amount equivalent to the Acres of Converted Farmland. This mitigation may be provided by one or more of the following methods: (i) placement of an agricultural easement on property containing soils that meet the physical and chemical criteria for Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, (ii) cancellation of a Notice of Non-renewal or an agreement not to file a Notice of Non-renewal for Williamson Act contracts on property (or properties), (iii) placement of a new Williamson Act contract on property or properties, or (iv) any combination of (i), (ii),or (iii). Other feasible measures to protect the soils and lands designated by the State FMMP program not listed here can be

implemented as determined by the City. This mitigation shall be made a condition of project approval and evidence of mitigation shall be provided to the Beaumont Planning Department prior to the issuance of a grading permit.

- MM-AG-2: In order to allow the operation of produce stands in the Industrial Zoning District as part of the revisions to the Beaumont Zoning Ordinance, Section 17.03.100 and Table 17.03-3 shall be revised to include Produce Stands as a permitted use in the Manufacturing (M) Zone.

2007 Project EIR Mitigation Measures: The 2007 project EIR does not include mitigation measures for Agriculture and Forestry Resources.

Level of Significance with Mitigation Measures

Less Than Significant Impact.

4.2.2 Previous Significance Determinations

The 2020 GPU EIR concluded that the Beaumont 2040 Plan does not designated any lands for agricultural use, and the zoning assigned which permits agricultural use also allows other non-agricultural use. Because there are no exclusive agricultural land use designations included as part of the Beaumont 2040 Plan, up to 50 acres of farmland could eventually be converted to other uses. While certain policies and proposed revisions to the City's Zoning Code support and permit agricultural land uses, the Beaumont 2040 Plan does not require the preservation of designated Farmland, and there are no policies available to mitigate the irreplaceable loss of Prime and Unique Farmland. As a result, new mitigation measure MM-AG-1 was implemented to ensure that impacts regarding the conversion of Farmland to non-agricultural uses are considered less than significant. There are currently no Williamson Act contracted lands within the Planning Area of the Beaumont 2040 Plan, and no impacts would occur regarding Williamson Act lands. No lands within the Planning Area are designated or zoned for forestland or timberland use, and no impacts would occur.

The 2007 Project EIR determined that the project would have a less than significant impact on agricultural resources, as the project site was not zoned for agricultural cultivation, nor was it under a Williamson Act contract or designed as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. The project site was possibly used for agricultural purpose decades ago, but had since remained vacant and undeveloped land, and although the project site might be suitable for agriculture, the project site lacked available irrigation water or irrigation facilities to support agricultural use; in addition, no agricultural lands adjoined the project site, and proposed commercial uses would not convert farmland to non-agricultural use. The 2007 Project EIR determined that there would be no impact.

4.2.3 Project-Specific Analysis

The project site is designated as Farmland of Local Importance, according to the California Department of Conservation's California Important Farmland Finder database (DOC 2025a). However, no agricultural uses, forestland, or timberland production zones exist on the project site. Therefore, the project would not convert active farmland, forestland, or timberland production areas to non-farmland, non-forestland, and non-timberland production uses. The project site is not included in a Williamson Act contract (DOC 2025b). The project site is zoned CC, which allows for community commercial land uses, including retail and restaurant uses. The project would conform to the underlying zoning on-site by developing commercial land uses, including two major retail stores, one mid-sized retail store, and a series of smaller shops. Therefore, there are no impacts that are peculiar to the project site; there are no direct or cumulatively-considerable impacts of the project that were not already evaluated by the 2020 GPU EIR and 2007 Project EIR; and there are no new or more severe impacts to the environment beyond what was previously evaluated and disclosed by the 2020 GPU EIR and 2007 Project EIR.

4.3 AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:	New Significant Impact	More Severe Impacts	New Ability to Substantially Reduce Significant Impact	No Substantial Change from Previous Analysis
a. Conflict with or obstruct implementation of the applicable air quality plan?				✓
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?				✓
c. Expose sensitive receptors to substantial pollutant concentrations?				✓
d. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?				✓

The 2020 GPU EIR and the 2007 project EIR evaluated the project site for impacts to Aesthetics.

4.3.1 Applicable 2020 GPU EIR and 2007 Project EIR Mitigation Measures

2020 GPU EIR Mitigation Measures: The 2020 GPU EIR includes the following applicable mitigation measures for air quality.

- MM-AQ-1: In order to reduce future impacts related to exceedance of air quality standards from criteria pollutants and from TACs impacting sensitive receptors, prior to discretionary approval for development projects subject to CEQA review, project applicants shall prepare and submit a technical analysis evaluating potential air quality impacts, including TAC's where appropriate, to the City of Beaumont for review and approval. The analysis shall be prepared in conformance with current South Coast Air Quality Management District (SCAQMD) methodology for assessing air quality impacts and TACs. Feasible mitigation measures for each future project shall be incorporated, if applicable.

2007 Project EIR Mitigation Measures: The 2007 project EIR included the following mitigation measures for Air Quality:

- MM-4.1-1: All vehicles on the construction site shall travel at speeds less than 15 miles per hour.
- MM-4.1-2: All material stockpiles subject to wind erosion during construction activities, that will not be utilized within three days, shall be covered with plastic, an alternative cover deemed equivalent to plastic, or sprayed with a nontoxic chemical stabilizer.
- MM-4.1-3: Where vehicles leave the construction site and enter adjacent public streets, the streets shall be swept daily or washed down at the end of the work day to remove soil tracked onto the paved surface. Any visible track-out extending for more than fifty (50) feet from the access point shall be swept or washed within thirty (30) minutes of deposition.
- MM-4.1-4: All diesel-powered vehicles and equipment shall be properly operated and maintained.
- MM-4.1-5: All diesel-powered vehicles and gasoline-powered equipment shall be turned off when not in use for more than five (5) minutes.

- MM-4.1-6: The grading contractor shall utilize equipment with Tier 3-certified diesel engines for all equipment with an engine power rating of greater than 100 HP.
- MM-4.1-7: The construction contractor shall time the construction activities so as not to interfere with peak hour traffic. To minimize obstruction of through traffic lanes adjacent to the site, a flag person shall be retained to maintain safety adjacent to existing roadways, if necessary.
- MM-4.1-8: The construction contractor shall support and encourage ridesharing and transit incentives for the construction crew.
- MM-4.1-9: The construction contractor shall utilize water-based or low VOC coatings that comply with the most stringent SCAQMD Rule 1113 limits. Spray equipment with high transfer efficiency, such as the high volume-low pressure (HVLP) spray method, or manual coatings application such as paint brush hand roller, trowel, spatula, dauber, rag, or sponge, shall be used to reduce VOC emissions, where practical.
- MM-4.1-10: If construction equipment powered by alternative fuel sources (liquefied petroleum gas/compressed natural gas) is available at comparable cost, the developer shall specify that such equipment be used during all construction activities on the project site.
- MM-4.1-11: The developer shall require the use of particulate filters on diesel construction equipment exceeding 100 HP unless use of such filters is demonstrated to not be practical for use on proposed project.
- MM-4.1-12: All diesel-powered equipment rated at 100 horsepower or higher shall be equipped with engines that meet Tier 3 NOx emission limits.
- MM-4.1-13: The proposed project shall incorporate any available transportation control measures (TCMs). Such measures include, but are not limited to:
  - Providing preferential parking spaces for employee carpools and vanpools.
  - Providing on-street bus shelters and well-lighted, safe paths between site uses.
  - Scheduling truck deliveries and pickups for off-peak hours where feasible.
  - Delivery trucks shall turn off their engines if the anticipated duration of idling exceeds three minutes.

Level of Significance with Mitigation Measures

2020 GPU EIR: Significant and Unavoidable Impacts.

2007 Project EIR: Significant and Unavoidable Impacts.

4.3.2 Previous Significance Determinations

2020 GPU EIR

The 2020 GPU EIR determined that buildout of the Planning Area in accordance with the Beaumont 2040 Plan would exceed established thresholds, even with the implementation of all feasible mitigation measures outlined above. Therefore, regarding whether a project would introduce GHG emissions directly or indirectly that may have a significant impact on the environment, this impact was determined to be significant and unavoidable. In terms of whether the project would conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing emissions of GHG, the 2020 GPU EIR concluded that implementation of the Beaumont 2040 Plan would contribute to the reduction of GHG emissions throughout the Planning Area and would not conflict or obstruct with the implementation of the Sustainable Beaumont Plan. It was determined that no impact would occur.

2007 PROJECT EIR

In terms of consistency with the applicable Air Quality Management Plan, (AQMP), the 2007 Project EIR determined that the project was consistent with the AQMP forecasts for the area and therefore would not contribute a significant impact associated with the implementation of the South Coast Air Quality Management District. Regarding regional air quality emissions, it was determined that the project would contribute to existing air quality violations within the air quality basin during both construction and operation, and as such, cumulative incremental increases in pollutant levels would result in significant impacts at the regional level. In terms of contributing to a local carbon monoxide hotspot, the project was found to be less than significant. Regarding impacts to sensitive receptors, existing sensitive receptors were located 110 feet north of the project site. It was concluded that although operational impacts were projected to exceed air quality standards, long-term operational impacts were unlikely to occur to sensitive receptors since the proposed commercial uses would not generate localized emissions in exceedance of air quality standards. Regarding objectionable odors, it was concluded that the project's commercial retail space would not create objectionable odors. All impacts were determined to be less than significant, except for daily construction and operational impacts, which would continue to exceed the SCAQMD thresholds even with implementation of mitigation measures.

4.3.3 Project-Specific Analysis

The proposed project would involve the construction of 279,941 square feet of general commercial land uses (retail and restaurant) on a project site of approximately 28.95 acres, whereas the 2007 Project EIR proposed commercial development on a project site of approximately 41.3 acres in size. Because the current project would result in reduced commercial intensity compared to the assumptions of the 2007 Project EIR, it can be concluded that the current project would result in fewer air quality emissions as compared to what was evaluated and disclosed in the 2007 Project EIR, for both construction and operation. Specifically, the current project square footage would be approximately a 37 percent reduction in size compared to the 2007 project. Therefore, it can be assumed that the current project would have approximately 37 percent fewer air quality emissions compared to the 2007 project. Therefore, consistent with the findings of the 2007 Project EIR, the current project would not conflict or obstruct implementation of an applicable air quality plan, would not expose sensitive receptors to substantial pollutant concentrations, and would not result in other emissions, such as odors, adversely affecting a substantial number of people. However, since the air quality basin is in non-attainment for PM_{10}, Nitrous Oxide, Reactive Organic Gases, and Carbon Monoxide, even with approximately a 35 percent decrease in emissions, construction of the current project would still contribute to these existing air quality violations established by the SCAQMD. Therefore, consistent with the 2007 Project EIR conclusions, cumulative incremental increases in pollutant levels for these non-attainment pollutants would result in a significant impact at the regional level, and impacts would be significant and unavoidable, even after all feasible mitigation measures have been incorporated. Therefore, there are no impacts that are peculiar to the project site; there are no direct or cumulatively-considerable impacts of the proposed project that were not already evaluated by the 2020 GPU EIR and 2007 Project EIR; and there are no new or more severe impacts to the environment beyond what was previously evaluated and disclosed by the 2020 GPU EIR and 2007 Project EIR.

4.4 BIOLOGICAL RESOURCES

Would the project:	New Significant Impact	More Severe Impacts	New Ability to Substantially Reduce Significant Impact	No Substantial Change from Previous Analysis
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				✓
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				✓
c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				✓
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				✓
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				✓
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				✓

The 2020 GPU EIR and the 2007 project EIR evaluated the project site for impacts to Biological Resources.

4.4.1 Applicable 2020 GPU EIR and 2007 Project EIR Mitigation Measures

2020 GPU EIR Mitigation Measures: The 2020 GPU EIR includes the following applicable mitigation measures for biological resources.

- MM-BIO-1: For impacts identified to Species Not Covered by the MSHCP, potential direct and indirect impacts to Federal Species of Concern, California Species of Special Concern, California Species Animals or plants on lists one through four of the California Native Plant Society (CNPS) Inventory will require habitat assessments prepared by a qualified biologist for future implementing projects. The habitat assessment report identifying potential impacts to the Not Covered MSHCP species shall be provided in a report and submitted to the City

Planning Department prior to issuance of grading permits. The following determinations shall be made by the City based on the habitat assessment:

- If the findings of the habitat assessment show no suitable habitat or sensitive species Not Covered by the MSHCP occur on site, then no additional surveys or mitigation measures are required.
- If the potential for sensitive species exit or suitable habitat exists on site, focused surveys shall be completed within one year of the submittal to the City for review. Focused surveys conducted in the appropriate season for each species, as identified in the habitat assessment report, shall be conducted to determine presence/absence status.
- If no sensitive species are identified through focused surveys, then no additional surveys or mitigation measures are required.
- If sensitive species Not Covered by the MSHCP are found on site and are not avoided by project design, coordination with the appropriate regulatory agencies) i.e., USFWS and/or CDFW) would be required to obtain necessary take permits and implement project-specific mitigation prior to any ground disturbing activities.

- MM-BIO-2: If future implementing project activities are planned during the bird nesting (February 15 to August 31) season and there are trees or vegetation on site, nesting bird survey(s) consisting of up to three (3) site visits within 7 days prior to ground disturbance, clearing and/or demolition activities shall be conducted to ensure birds protected under the Migratory Bird Treaty Act (MBTA) are not disturbed by on-site activities. Any such survey(s) shall be conducted by a qualified biologist. If no active nests are found, no additional measures are required.

  If active nests are found, the nest locations shall be mapped by the biologist. The nesting bird species shall be documented and, to the degree feasible, the nesting stage (e.g., incubation of eggs, feeding of young, near fledging) determined. Based on the species present and surrounding habitat, a no-disturbance buffer shall be established around each active nest. The buffer shall be identified by a qualified biologist and confirmed by the City. No construction or ground disturbance activities shall be conducted within the buffer until the biologist has determined the nest is no longer active and has informed the City and construction supervisor that activities may resume.

- MM-BIO-3: The City shall require the following for all future implementing projects in order to mitigate for impacts to riparian/riverine or sensitive habitats associated with waters of the US and State:
  - Preparation of a Jurisdictional Delineation of Waters of the U.S. and wetlands pursuant to the RCA as well as CWA and ACOE protocol where drainages are located on site. If avoidance of the drainages is infeasible, then applicants must obtain a CWA Section 404 permit from the ACOE prior to project grading. These permits must include measures or other equivalent requirements necessary to reduce impacts to riparian and wetlands resources and ensure no net loss of wetlands.
  - Preparation of a Jurisdictional Delineation of streams and vegetation within drainages and native vegetation of use to wildlife pursuant to CDFW and California Fish and Game Code Sect 1600 et seq. Where necessary, applicants are required to obtain a Section 1601 or 1603 permit and a Streambed Alteration Agreement from CDFW. These permits must include measures or other equivalent requirements that reduce impacts to riparian and wetlands resources ensure no net loss of wetlands.
  - Riparian/Riverine evaluation pursuant to Section 6.1.2 of the MSHCP. Applicants must avoid impacts to riparian areas to preserve the function and value of such habitats. Avoided areas shall be protected in perpetuity through a legal instrument such as a conservation easement or deed restriction. Where avoidance is infeasible, a DBESP will be required to be reviewed and approved by the RCA and/or US Fish and Wildlife Services and California Department of Fish and Game.

2007 Project EIR Mitigation Measures: The 2007 project EIR included the following mitigation measures for Biological Resources:

- MM-4.2-1: The removal of potential nesting vegetation (i.e., trees, shrubs, ground cover, etc.) supporting migratory birds/raptors shall be avoided during the nesting season (if feasible), recognized from March 1 through September 15. If vegetation removal must occur during the nesting season, a qualified biologist shall conduct a migratory nesting bird survey to ensure that vegetation removal would not impact any active nests. Surveys must be conducted no more than three days prior to tree/large shrub removal. If active nests are identified during nesting bird surveys, then the nesting vegetation would be avoided until the nesting event has completed and the juveniles can survive independently from the nest. The biologist shall flag the nesting vegetation and would establish an adequate buffer (e.g., construction fencing) around the nesting vegetation. The size of the buffer would be based on the type of bird nesting (i.e., raptors shall be afforded larger buffers). Clearing/grading shall not occur within the buffer until the nesting event has completed.
- MM-4.2-2: Impacts to the San Diego horned lizard and San Diego black-tailed jackrabbit shall be mitigated by compliance with the MSHCP and the payment of MSHCP impact fees, which will contribute to overall conservation within the Plan area.
- MM-4.2-3: In order to minimize potential impacts to BUOW and to comply with the MSHCP, focused preconstruction clearance surveys for the BUOW shall be conducted within 30 days prior to the initiation of grading activities. If active burrows are found during the March 1-August 31 breeding season, grading activities shall be postponed until a qualified biologist has determined that the nest has successfully fledged young. If active burrows are found outside the breeding season, relocation of the owls shall be conducted by a qualified biologist in accordance with requirements outlined in the MSHCP. Grading and associated activities shall commence only at such time that the biologist has determined that the burrows are no longer active. If three or more pairs of burrowing owl are found within the project site as a result of the focused surveys and at least 90 percent of the area with long-term conservation value of the occupied area cannot be avoided, then the applicant must submit a plan for a Biologically Equivalent or Superior Preservation alternative to the City.

  Prior to approval of Biologically Equivalent or Superior Preservation alternative by the City pursuant to the MSHCP, the FWS and CDFG shall be notified of such determinations and be provided a 60-day review and response period. If focused surveys have indicated that three or more pairs of burrowing owl are found within the project site, a grading permit shall not be issued until the applicant has fulfilled its obligations regarding the approval of a Biologically Equivalent or Superior Preservation alternative pursuant to the MSHCP. If grading has not begun by March 1, 2007, the start of the BUOW breeding season as identified in the MSHCP, BUOW surveys may be repeated to conform to County BUOW Survey Instructions that require pre-construction surveys be conducted within 30 days prior to ground disturbance.
- MM-4.2-4: Prior to the issuance of grading permits, the developer shall submit a landscape plan to the City. The landscaping palette shall not contain any of the invasive plant species listed on Table 6.2 of the MSHCP (Vol. I, Pages 6-44 through 6-46: Plants That Shall Be Excluded From Landscape Adjacent To Conservation Area). None of the MSHCP Table 6-2 prohibited plant species are included in the planting palette of the landscape plan. In addition, consistent with the MSHCP, the project landscape plan shall utilize fire-resistant plants.
- MM-4.2-5: All construction operations should be staged as far away from the onsite Conservation Area as feasibly possible. Implementation of the water quality management plan and the general permit would reduce impacts to any onsite, or adjacent Conservation Area to a level of less than significant.
- MM-4.2-6: Onsite light pollution onsite and in the adjacent Conservation Cell must be minimized. The City shall review and approve the project's lighting plan to insure consistency with the MSHCP.
- MM-4.2-7: The effects of noise on MSHCP Conservation Area resources during and after construction must be minimized. The City shall review and approve the project's noise mitigation measures to insure consistency with the MSHCP.

- MM-4.2-8: With regards to the adjacent off-site Conservation Area, fencing shall be included into project design that will restrict access by humans and domestic animals into the adjacent Conservation Area.
- MM-4.2-9: With regards to the offsite Conservation Area, all project grading adjacent to the off-site Conservation Area shall be conducted within the boundaries of the development footprint and will not encroach into the MSHCP Conservation Area.
- MM-4.2-10: Payment of the mitigation fee and compliance with the MSHCP will provide full mitigation under CEQA for impacts to the species and habitats covered by the MSHCP. Such measures mitigate the indirect project impacts, such as increased run-off, facility lighting, increased noise levels, influx of non-native invasive plant and pet species and human related disturbances, which are also mitigated by the above measures. These measures also mitigate loss of RAFSS.

Level of Significance with Mitigation Measures

2020 GPU EIR: Less Than Significant Impact.

2007 Project EIR: Less Than Significant Impact.

4.4.2 Previous Significance Determinations

2020 GPU EIR

The 2020 GPU EIR determined that buildout of the Planning Area in accordance with the Beaumont 2040 Plan would not result in significant direct impacts to existing biological resources; however, it could lead to potential impacts as a result of future development. There are special-status plant and animal species known to occur within the regional vicinity of the Planning Area. Implementation of the MSHCP as part of the Beaumont 2040 Plan would minimize direct, indirect, and cumulative biological impacts at a project-specific level. Impacts to certain species not covered by the MSHCP would be addressed and minimized to a less-than-significant impact with mitigation incorporated by MM-BIO-1. In addition, impacts to nesting birds were considered less than significant with mitigation incorporated with the implementation of MM-BIO-2.

Regarding riparian habitats and sensitive natural communities, the Planning Area contains riparian habitats and sensitive habitats such as the Riverside an Alluvial Fan Sage Scrub and impacts to these natural habitats could result from future development. It was determined that compliance with MSHCP Section 6.1.2 and the implementation of MM-BIO-3 would ensure impacts to riparian/riverine and sensitive habitats would be less than significant with mitigation incorporated. Regarding state or federally protected wetlands, development proposed within wetland areas would be subject to the US Army Corps of Engineers (USACE) Section 404 permitting process, the California Wetlands Conservation Policy, and the MSHCP, in addition to the implementation of MM-BIO-3. The 2020 GPU EIR concluded that this would ensure development of future projects approved under the Beaumont 2040 Plan would have impacts to jurisdictional waters and wetlands that would be less than significant with mitigation incorporated.

The 2020 GPU EIR concluded that future development approved under the Beaumont 2040 Plan would have the potential to result in direct and indirect impacts to migratory species; however, compliance with the MSHCP and MM-BIO-2 would ensure that protections are in place for migratory species such that impacts would be less than significant with mitigation incorporated. In addition, impacts to local policies and ordinances protecting biological resources would be less than significant with conformance to federal, state, and local policies protecting biological resources discussed in Section 5.4, Biological Resources. Similarly, the Beaumont 2040 Plan would not conflict with a habitat conservation plan with adherence to the Stephens Kangaroo Rat Habitat Conservation Plan and the MSHCP.

2007 PROJECT EIR

The 2007 Project EIR concluded that the project would result in the removal of 37.4 acres of non-native grassland (NNG) and 3.2 acres of Riversidian Alluvial Fan Sage Scrub (RAFSC), but that these acres were not identified as

sensitive habitats. Nevertheless, due to the presence of certain trees and shrubs, nesting habitats for birds existed and required the implementation of MM-4.2-1. No plant or animal species listed as threatened or endangered were identified on-site. Three special status wildlife species were identified: LAPM, the San Diego horned lizard, and the black tailed jackrabbit. In response to this, the project was to preserve at least 90 percent of the land suitable for LAPM, consistent with MSHCP policy; however, development of the project would result in a loss of the San Diego horned lizard and black tailed jackrabbit and required MM-4.2-2 and MM-4.2-3. Potential burrows of BUOW individuals were identified and required mitigation of potential impacts.

The 2007 Project EIR concluded that a less-than-significant impact would occur on-site due to the fact that construction of the project would not impact USACE jurisdictional waters, and no impacts were anticipated within Noble Creek, located in the southern portion of the project site. Construction of the project would impact 0.24 acres of non-jurisdictional USACE waters, but these waters do not exhibit wetland characteristics, and no significant impacts are anticipated. The California Department of Fish and Game (now the California Department of Fish and Wildlife, or CDFW) had 8.89 acres of jurisdiction over the project site, 0.13 acres of which consisted of vegetated riparian habitat. However, it was found that construction of the project would not impact CDFW jurisdiction and no impacts to Noble Creek or vegetated riparian habitat would occur.

Regarding migratory fish and wildlife species, no MSHCP wildlife movement corridors or linkages were identified within the boundaries of the project site; although there is a linkage located west of the project site, it is separated from the project site by the I-10 freeway ("constrained by I-10 to the east" – MSHCP, Vol. I, Page 3-93), and existing wildlife movement along Noble Creek is constrained by the presence of the I-10 freeway as well. As such, it was concluded that the project would not interfere with existing or proposed wildlife corridors or wildlife nursery sites and impacts would be less than significant.

In terms of significantly impacting locals plans or ordinances in place to protect biological resources, no oak trees were present on the project site and therefore the project would not conflict with, and therefore not significantly impact, the County's Oak Tree Management Guidelines, and impacts were determined to be less than significant.

Regarding habitat conservation plans, construction of the project was found to have a less than significant impact by meeting the required objectives and policies in the MSHCP.

Indirect impacts from project construction and operation (e.g., increased runoff and pollutants, lighting affecting wildlife, increased noise levels, introduction of non-native plant and pet species, human-related disturbances and habitat degrading behavior [i.e., hiking, pet walking, illegal dumping of trash and landscape clippings]) were determined to be significant with implementation of MM-4.2-4 through MM-4.2-9. Cumulative impacts were determined to be less than significant with MM-4.2-10.

4.4.3 Project-Specific Analysis

The current project site remains located on vacant, undeveloped land in proximity to existing low-density residential to the north, commercial land uses to the north, and bordered by Oak Valley Parkway to the north, the I-10 freeway to the west, and more vacant, undeveloped land to the east and south. Although modified in size and updated, the project site is located within the original project site from the 2007 Project EIR. The current project site is currently 28.95 acres which is 70% of the 2007 project approved in the 2007 Project EIR, is subject to the mitigation measures detailed in both the 2020 GPU EIR and the 2007 Project EIR regarding biological resources. Therefore, project impacts on candidate, sensitive, or special status plant and wildlife species would be mitigated by implementing MM-BIO-1, MM-BIO-2, MM-4.2-1, MM-4.2-2, and MM4.2-3. Impacts were found to be less than significant regarding riparian habitats and federally protected wetlands in the 2007 Project EIR. Because the current project site is 70%of the approved 2007 project site in size (approximately 28.95 acres instead of approximately 41.3 acres), the current project is anticipated to have a less than significant impact on riparian habitats and federally protected wetlands. Similarly, the project is anticipated to have a less than significant impact on migratory species, as the project would not interfere with an existing or proposed wildlife corridor or use of a wildlife nursery site. The project would not interfere with a habitat conservation plan and would implement applicable objectives of the MSHCP to ensure compliance of

measures adopted for the protection of biological resources. Indirect impacts to the current project would be addressed by implementing MM-4.2-4 through MM-4.2-9, and MM-4.2-10 would address the payment fee and compliance with the MSHCP. Project implementation would ensure that impacts to biological resources would be less than significant with mitigation incorporated. Therefore, there are no impacts that are peculiar to the project site; there are no direct or cumulatively-considerable impacts of the proposed project that were not already evaluated by the 2020 GPU EIR and 2007 Project EIR; and there are no new or more severe impacts to the environment beyond what was previously evaluated and disclosed by the 2020 GPU EIR and 2007 Project EIR.

A Western Riverside County Regional Conservation Authority (RCA) Multiple Species Habitat Conservation Plan (MSHCP) Joint Project Review (JPR) was completed in December 2007 for the proposed project. The JPR (07-03-12-02) was approved by the RCA and required the conservation of 23.1 acres of sensitive habitat associated with Noble Creek in the southern portion of the project site. 6.0 acres of the conservation area are within Criteria Cell 940 and 17.1 acres of conservation are outside of conservation cells. The currently proposed project is substantially the same as the 2007 project and the RCA concluded that "the project is consistent with both the criteria and other plan requirements. On July 28, 2024, the RCA issued a clerical amendment to the approved JPR which corrected the actual impact and mitigation/conservation acreages that are required for the proposed project. The currently proposed project is consistent with the JPR clerical amendment and no additional MSHCP compliance is required as long as the formal conservation of the 23.1 acres of sensitive habitat is conveyed to the RCA.

4.5 CULTURAL RESOURCES

Would the project:	New Significant Impact	More Severe Impacts	New Ability to Substantially Reduce Significant Impact	No Substantial Change from Previous Analysis
a. Cause a substantial adverse change in the significance of a historical resource pursuant to CEQA Guidelines Section 15064.5?				✓
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines Section 15064.5?				✓
c. Disturb any human remains, including those interred outside of dedicated cemeteries?				✓

The 2020 GPU EIR and the 2007 project EIR evaluated the project site for impacts to Cultural Resources.

4.5.1 Applicable 2020 GPU EIR and 2007 Project EIR Mitigation Measures

2020 GPU EIR Mitigation Measures: The 2020 GPU EIR did not include mitigation measures for Cultural Resources:

2007 Project EIR Mitigation Measures: The 2007 project EIR included the following mitigation measures for Cultural Resources:

- MM-4.3-1: Construction clearing trenching and all grading activities shall require monitoring by a qualified archaeologist. Should buried cultural resources be encountered during construction activities, work in that area shall halt until a qualified archaeologist can evaluate the resource and/or preservation easements can be established.
- MM-4.3-2: If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of discovery. The MLD shall complete the inspection within 24 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Adherence to Section 7050.5 is required as a matter of course.
- MM-4.3-3: A qualified vertebrate paleontologist must be retained in order to develop a program to mitigate impacts during excavation activities to paleontological resources located in Pleistocene older Alluvium, or any disturbed surface or subsurface sediments of Alluvium. Excavation in areas identified as likely to contain paleontological resources, shall be monitored by a qualified paleontological monitor. The qualified project Paleontologist shall be present at the pre-grading meeting to explain the monitoring program to grading contractors prior to initiation of any earth disturbing construction excavation (grading) activities.

  During substantial grading (at depth of more than 5 feet or 1.5 meters), which can potentially encounter significant vertebrate fossils, a supervised paleontological field monitor must be present during earth disturbing construction excavation (grading) activities 100 percent of the time during the grading (SVP 1991). Monitoring may be reduced if the potentially-fossiliferous units described are documented as not present by the project specific geotechnical report, or if present, are determined upon exposure and examination by the qualified project paleontologist supervising the project-specific mitigation plan, to have low potential to contain fossil resources.

Paleontological monitoring shall occur only for those undisturbed sediments wherein fossil plant or animal remains are found with no associated evidence of human activity or any archaeological context. Therefore, any substantial excavations in the project area, should be monitored closely to detect and professionally collect any fossil remains without impending development.

Paleontological monitors shall be equipped to salvage fossils as they are unearthed to avoid construction delays, and to remove samples of sediments which are likely to contain the remains of small fossil invertebrates and vertebrates. Monitors shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens.

All recovered specimens shall be prepared to a point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates.

Specimens shall be identified, curated to a point of identification, and deposited into a permanent and accredited institution maintaining fossil collections, such as the SBCM or the Geology Department at the University of California in Riverside. The paleontologist shall have a written repository agreement in hand prior to the initiation of mitigation activities.

Monitoring and salvage of significant paleontological resources shall be consistent with any regulations required by the City of Beaumont, California and the proposed guidelines of the Society of Vertebrate Paleontology's Measures for Assessment and Mitigation of Adverse Impacts to Non-Renewable Paleontological Resources: Standard Procedures (SVP 1991).

Upon completion of the construction excavations the Project Paleontologist shall submit a monitoring report of findings and significance for review and approval by the City. The report shall include at least the following elements: dates of paleontological resource surveillance (monitoring), a summary of field and laboratory methodologies, a description of the onsite geology, and a description of the onsite stratigraphy. The report will be a short letter report if no fossils are found. If fossils are found, the report will be longer to include the following items: a catalogue and analysis of any fossils observed and/or salvaged, a brief statement of significance of any salvaged fossils, and the repository where the salvaged fossils were deposited. Submission of the final report of findings to the City of Beaumont signifies the completion of the program to mitigate any development impacts to encountered significant paleontological resources (fossils) to a less than significant level.

Level of Significance with Mitigation Measures

2007 Project EIR: Less Than Significant Impact.

4.5.2 Previous Significance Determinations

2020 GPU EIR

The 2020 GPU EIR determined that buildout of the Planning Area in accordance with the Beaumont 2040 Plan would result in a less than significant impact regarding the potential to cause a substantial adverse change in the significance of a historical resource, as goals, objectives, and policies within the Beaumont 2040 Plan would enact protection measures on identified historic resources and may require cultural resources assessments on a project-specific level to address recommendations and mitigation measures for impacted historic resources. It was determined that the Beaumont 2040 Plan would also have less than significant impacts on archaeological resources and human remains, including those interred outside of formal cemeteries, with the incorporation of the Beaumont 2040 Plan's goals, objectives, and policies pertaining to the protection of archaeological resources and regulatory compliance regarding procedures implemented when human remains are discovered, as outlined in Health and Safety Code Section 7050.5, CEQA Guidelines Section 15064.5(e), and Public Resources Code Section 5097.98. No mitigation measures were necessary, as all impacts were determined to be less than significant.

2007 PROJECT EIR

Once a review of historical imagery and a field survey were completed, the 2007 Project EIR concluded that development of the project would have no impact on historical resources. No buildings, structures, objects, sites, features, or artifacts more than 50 years in age were encountered. Although it was determined that the discovery of archaeological resources and human remains were unlikely, the inadvertent discovery of previously unknown archaeological resources and human remains were concluded to be less than significant with mitigation incorporated (MM-4.3-1 and MM-4.3-2, respectively). Paleontological resources, although unlikely as well, were determined to be less than significant with mitigation incorporated (MM-4.3-3). Cumulative impacts were determined to be less than significant with the implementation of all mitigation measures related to cultural resources.

4.5.3 Project-Specific Analysis

As the current project would be consistent with the underlying zoning and general plan land use designations on-site, the current project as proposed would be consistent with the 2040 Beaumont Plan. The project site is located within the same geographic area of the original 2007 project site, and much of the original findings and impact conclusions are still applicable. A previous Cultural Resources Report was completed as part of the 2007 EIR. This included a California Historic Resources Information System records search with a 0.5-mile radius of the project site location, conducted by the South Coastal Information Center (SCIC) to identify any previously recorded built environment and archaeological resources known to exist within or adjacent to the project site. Ascent also requested a Sacred Lands File be conducted by the Native American Heritage Commission (NAHC) to identify any areas of Native American heritage significance. No sensitive cultural resources were identified.

Therefore, there are no impacts that are peculiar to the project site; there are no direct or cumulatively-considerable impacts of the proposed project that were not already evaluated by the 2020 GPU EIR and 2007 Project EIR; and there are no new or more severe impacts to the environment beyond what was previously evaluated and disclosed by the 2020 GPU EIR and 2007 Project EIR.

4.6 ENERGY

Would the project:	New Significant Impact	More Severe Impacts	New Ability to Substantially Reduce Significant Impact	No Substantial Change from Previous Analysis
a. Result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation?				✓
b. Conflict with or obstruct a State or local plan for renewable energy or energy efficiency?				✓

The 2020 GPU EIR and the 2007 project EIR evaluated the project site for impacts to Energy.

4.6.1 Applicable 2020 GPU EIR and 2007 Project EIR Mitigation Measures

2020 GPU EIR Mitigation Measures: The 2020 GPU EIR did not include mitigation measures for Energy.

2007 Project EIR Mitigation Measures: The 2007 project EIR did not include mitigation measures for Energy.

4.6.2 Previous Significance Determinations

2020 GPU EIR

The 2020 GPU EIR determined that buildout of the Planning Area in accordance with the Beaumont 2040 Plan would have a less than significant impact with respect to short-term construction impacts of individual projects developed under the Beaumont 2040 Plan, as well as less than significant long-term operational impacts. This is primarily due to short-term construction impacts being temporary in duration and that long-term operational impacts would reflect more sustainably sourced electricity over time, as well as requiring a negligible percentage of existing energy and natural gas consumption which would not significantly adversely affect regional supplies. The 2020 GPU EIR also concluded that the Beaumont 2040 Plan would be consistent with applicable goals, policies, and objectives with respect to energy consumption, energy efficiency, energy conservation, and the use of increasingly more renewable energy sources. Thus, it was determined that impacts would be less than significant. The 2020 GPU EIR also determined that buildout in accordance with the Beaumont 2040 Plan would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency, as buildout in accordance with the Beaumont 2040 Plan would be subject to the Renewables Portfolio Standard and Sustainable Beaumont Plan, both of which include policies to provide a comprehensive plan to increase the utilization of renewable resources and energy efficient practices during both construction and operation. These impacts were determined to be less than significant or have no impact, respectively.

2007 PROJECT EIR

The 2007 Project EIR did not analyze impacts relating to energy or energy efficiency. This is because in 2007 the Appendix G Checklist in the State CEQA Guidelines used to determine potential environmental impacts from proposed projects did not include a section analyzing energy or energy resources. Therefore, an impact determination was not made.

4.6.3 Project-Specific Analysis

The current project would involve the construction of 279,941 square feet of general commercial land uses (retail and restaurant) on a project site of approximately 28.95 acres, whereas the 2007 Project EIR anticipated the project site to be built with 441,709 square-feet on a 41.3 acre site. Because the current project would result in reduced commercial density compared to the assumptions of the 2007 Project EIR, it can be concluded that the current project would result in less demand for energy resources as compared to what was evaluated and disclosed in the 2007 Project EIR, for both construction and operation. In addition, the 2020 GPU EIR assumed that 70 percent of the GC designated areas, such as the project site, would be developed. The current project proposes to develop 279,941 square feet of general commercial land uses, which would result in a Floor Area Ratio of 0.22, which is consistent with the 2020 GPU EIR impact analysis. Therefore, the current project would not result in the wasteful, inefficient, or unnecessary consumption of energy resources. As noted in the 2020 GPU EIR, individual projects consistent and approved under the Beaumont 2040 Plan, such as the current project, would have less than significant impacts during both construction and operation. This is because short-term construction impacts being temporary in duration and that long-term operational impacts would reflect more sustainably sourced electricity over time, as well as full buildout of the Beaumont 2040 Plan (including development of the project site) requiring a negligible percentage of existing energy and natural gas consumption, which would not significantly adversely affect regional supplies. Therefore, there are no impacts that are peculiar to the project site; there are no direct or cumulatively-considerable impacts of the proposed project that were not already evaluated by the 2020 GPU EIR and 2007 Project EIR; and there are no new or more severe impacts to the environment beyond what was previously evaluated and disclosed by the 2020 GPU EIR and 2007 Project EIR.

4.7 GEOLOGY AND SOILS

Would the project:	New Significant Impact	More Severe Impacts	New Ability to Substantially Reduce Significant Impact	No Substantial Change from Previous Analysis
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
1) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				✓
2) Strong seismic ground shaking?				✓
3) Seismic-related ground failure, including liquefaction?				✓
4) Landslides?				✓
b. Result in substantial soil erosion or the loss of topsoil?				✓
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				✓
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?				✓
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				✓
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				✓

The 2020 GPU EIR and the 2007 project EIR evaluated the project site for impacts to Geology and Soils.

4.7.1 Applicable 2020 GPU EIR and 2007 Project EIR Mitigation Measures

2020 GPU EIR Mitigation Measures: The 2020 GPU EIR did not include mitigation measures for Geology and Soils.

2007 Project EIR Mitigation Measures: The 2007 project EIR did not include mitigation measures for Geology and Soils.

4.7.2 Previous Significance Determinations

2020 GPU EIR

The 2020 GPU EIR determined that buildout of the Planning Area in accordance with the Beaumont 2040 Plan would have a less than significant impact on the environment regarding rupture of a known earthquake and strong seismic ground shaking, as projects proposed under the Beaumont 2040 Plan would be subject to the California Building Code seismic safety standards and requirements which are designed to withstand seismic events typical of the southern California region. The 2020 GPU EIR concluded that impacts involving seismic-related ground failure, including liquefaction, would also be less than significant, as projects proposed under the 2020 GPU EIR which are located in liquefaction-prone areas would be required to complete a geotechnical report by a qualified geotechnical engineering professional and incorporate into the project the report's specifications, recommendations, and necessary mitigation measures in order to ensure that the project is geotechnically safe. Impacts involving landslides were determined to be less than significant, as projects would be required to comply with the City's municipal code provisions regarding grading and development on or near landslides. Soil erosion and the loss of topsoil impacts were determined to be less than significant, as projects proposed in the City and County would be required to comply with the Riverside County Municipal Separate Storm Sewer System (MS4) Permit enacted by the Santa Ana River Regional Water Quality Control Board (RWQCB). This permit places stormwater pollution prevention requirements on development projects to help minimize and prevent soil erosion and the loss of topsoil. The 2020 GPU EIR determined that buildout of the Planning Area would result in a less than significant impact with respect to projects being located on an unstable geologic unit or unstable soil, as projects proposed in accordance with the Beaumont 2040 Plan would be subject to completing geotechnical reports, as necessary, and subject to current building code standards and engineering practices. Similarly, it was determined that impacts regarding expansive soils would be less than significant, as individual projects would be required to comply with the CBC design standards as well as complete any required geotechnical reports to determine the extent, if any, of expansive soils. Impacts regarding septic tanks or alternative wastewater disposal systems were found to be less than significant as all septic-using development would comply with provisions of the CBC Chapters 16, 17, and 18, the RWQCB Basin Plan, and the Riverside County Department of Environmental Health's Technical Guidance Manual to ensure project design would be suitable for septic.

2007 PROJECT EIR

The 2007 Project EIR determined that the project would not result in significant impacts to geologic resources or soils, as no known active faults are located on-site, project structures would have been subject to the Uniform Building Code Zone 4 for resistance to seismic shaking and other applicable regulations. It was determined that the potential for the project to result in landslides, liquefaction, expansive soils would be less than significant, as outlined in the geotechnical report conducted by Kleinfelder. Although the project site has a high potential for soil erosion, it was concluded that standard regulations for the issuance of grading permits include erosion control measures during construction and operation and that short-term erosion protection would be required. Impacts were determined to be less than significant.

4.7.3 Project Specific Analysis

Geologic conditions analyzed in the 2007 certified EIR have not changed. Based on the findings of the 2007 Project EIR, there are no known faults that pass through the project site, which is not located within the boundaries of an Earthquake Fault Zone for fault-rupture hazard as designated by the Alquist-Priolo Earthquake Fault Zoning Act. Although there is no potential for fault rupture to occur on the project site, given its location in southern California and the common occurrence of earthquake faults in the region, and given that the southerly portion of the project site is located within the Beaumont Plain Fault Zone for Riverside County, the project site may experience strong seismic ground shaking from local or regional faults. However, the current project would be subject to CBC Chapter

16, Structural Design, which identifies design features required to be implemented to minimize the effects of seismic ground shaking. Soils on-site consist of loamy sand, coarse sandy loam, and riverwash, likely from Noble Creek (USDA 2025). According to the geotechnical report completed by Kleinfelder in 2007, due to the relative density content of the soils taken and the depth to groundwater (51.5 feet below ground surface), the project site has a low liquefaction potential. Similarly, the geotechnical report concluded that the project site has a minimal landslide potential since the topography of the project site contains generally flat land with some gentle slopes.

Construction of the current project would involve earth movement and the exposure of soil in order to develop the proposed general commercial land uses, which would temporarily increase erosion susceptibility; however, the State Water Resources Control Board (SWRCB) National Pollutant Discharge Elimination System (NPDES) Construction General Permit (Order No. 2022-0057-DWQ) contains water quality standards and stormwater discharge requirements that apply to construction projects of one acre or more. Since the project would involve the disturbance of approximately 28.95 acres, the project would be subject to the Construction General Permit, which includes the preparation of a Stormwater Pollution Prevention Plan (SWPPP) that identifies sources of pollution that may affect the quality of stormwater discharges and describes and ensures the implementation of best management practices (BMPs) to reduce pollutants, including silt and soil, in stormwater discharges. Along with following SWPPP BMPs, the proposed project would also be required to implement a dust control plan for construction activities in compliance with South Coast Air Quality Management District Rule 403, which requires implementation of best available dust control measures (BACM) during active operations capable of generating fugitive dust (SCAQMD 2005). Operation and maintenance of the proposed project would not require additional soil disturbance and would not result in erosion or loss of topsoil. After the proposed project is constructed, there would be a reduction in the area of exposed soil compared to existing conditions, thus limiting the potential for soil erosion to occur.

The soils on the project site were determined to have a low expansion potential, and therefore the current project is not anticipated to encounter expansive soils during project construction activities (2020 General Plan EIR, Section 5.6). Like the 2007 Project EIR, the current project would not include the use of septic tanks or alternative wastewater disposal systems. The current project would connect to existing sewer facilities and existing treatment facilities. Although the 2007 Project EIR concluded that paleontological resources were unlikely to occur on-site, the current project would still incorporate MM-4.3-3 to retain a qualified vertebrate paleontologist and prepare a program to mitigate potential impacts during excavation activities in case of inadvertent discovery. This mitigation measure would effectively minimize any potential for the current project construction activities involving earth disturbance to a less than significant level. Therefore, there are no impacts that are peculiar to the project site; there are no direct or cumulatively-considerable impacts of the proposed project that were not already evaluated by the 2020 GPU EIR or 2007 Project EIR; and there are no new or more severe impacts to the environment beyond what was previously evaluated and disclosed by the 2020 GPU EIR or 2007 Project EIR.

4.8 GREENHOUSE GAS EMISSIONS

Would the project:	New Significant Impact	More Severe Impacts	New Ability to Substantially Reduce Significant Impact	No Substantial Change from Previous Analysis
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?				✓
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				✓

The 2020 GPU EIR evaluated the project site for impacts to greenhouse gas. The 2007 EIR did not evaluate the project for greenhouse gas.

4.8.1 Applicable 2020 GPU EIR and 2007 Project EIR Mitigation Measures

2020 GPU EIR Mitigation Measures: The 2020 GPU EIR includes the following applicable mitigation measures for Greenhouse Gas Emissions.

- MM-GHG-1: In order to address effects of GHG emissions from future development, the City of Beaumont shall evaluate the feasibility of the potential GHG reduction strategies in Table 5.7-F and update the Sustainable Beaumont Plan or similar document every five years to ensure the City is monitoring the plan's progress toward achieving the City's greenhouse gas (GHG) reduction targets and to require amendment if the plan is not achieving the specified level. The updates shall identify targets for years 2030, 2040, and 2050 and subsequent applicable statewide legislative targets that may be in effect at the time of the update.

2007 Project EIR Mitigation Measures: The 2007 project EIR did not include mitigation measures for Greenhouse Gas Emissions.

Level of Significance with Mitigation Measures

2020 GPU EIR: Significant and Unavoidable Impacts.

4.8.2 Previous Significance Determinations

2020 GPU EIR

The 2020 GPU EIR determined that buildout of the Planning Area in accordance with the Beaumont 2040 Plan would reduce the potential for GHG-related impacts from development of individual projects by increasing energy and water efficiency, energy conservation, and use of renewable energy, promoting alternative forms of transportation and investing in infrastructure for public and active transportation, and reducing solid waste, thus reducing GHG emissions. However, MM-GHG-1 was implemented to implement feasible mitigation strategies and monitor progress towards achieving GHG reduction targets. It was concluded that although the Beaumont 2040 General Plan policies and implementation actions would reduce GHG emissions to the extent feasible, GHG calculations predict emissions in exceedance of the thresholds. Thus, this impact is considered significant and unavoidable.

2007 PROJECT EIR

The 2007 Project EIR did not analyze impacts relating to greenhouse gas emissions. This is because in 2007 the Appendix G Checklist in the State CEQA Guidelines used to determine potential environmental impacts from proposed projects did not include a section analyzing greenhouse gases. The 2007 Project EIR discussed GHG in the context of global warming that neither CEQA nor the CEQA Guidelines mention or provide methodology for analysis of GHG, nor do they provide thresholds, and that evaluation of global warming effects from the project would be entirely speculative as no modeling protocol or significance criteria have been established. Therefore, an impact determination was not made.

4.8.3 Project Specific Analysis

The 2007 Project EIR did not make a significance determination. However, the current project would be approximately a 35 percent reduction in square footage compared to the 2007 project (i.e., the 2007 project proposed commercial uses on approximately 441,709 square feet/41.3 acres of land, whereas the current project proposes 279,941 square feet of commercial uses on approximately 28.95 acres of land, which represents a 37 percent reduction in square footage. Therefore, it can be assumed that the current project would have 35 percent fewer GHG emissions compared to the 2007 project. The 2020 GPU EIR concluded that implementation of the Beaumont 2040 Plan would lead to GHG emissions in exceedance of thresholds, which would lead to a significant and unavoidable impact. The project does not include buildout of the entire Beaumont 2040 Plan; however, the construction and operation of the current project is accounted for within the buildout emissions of the Beaumont 2040 Plan as an individual project. This is because the Beaumont 2040 Plan designated the project site as General Commercial, with an allowable FAR of up to 0.75. The current project would maintain its designation of General Commercial and involve the construction and operation of commercial retail and restaurant uses, with a FAR of 0.22, well within the allowable FAR designation on-site. Therefore, although the 2007 Project EIR did not make a significance determination, GHG emissions from the current project were accounted for in the analysis of the 2020 GPU EIR. In addition, there would be a 37 percent reduction in GHG emissions compared to the 2007 Project EIR. Further, mitigation measure MM-GHG-1 described above would be implemented to the maximum extent feasible, further reducing GHG emissions from the current project. Therefore, there are no impacts that are peculiar to the project site; there are no direct or cumulatively-considerable impacts of the proposed project that were not already evaluated by the 2020 GPU EIR and 2007 Project EIR; and there are no new or more severe impacts to the environment beyond what was previously evaluated and disclosed by the 2020 GPU EIR and 2007 Project EIR.

4.9 HAZARDS AND HAZARDOUS MATERIALS

Would the project:	New Significant Impact	More Severe Impacts	New Ability to Substantially Reduce Significant Impact	No Substantial Change from Previous Analysis
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				✓
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				✓
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				✓
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				✓
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?				✓
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				✓
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?				✓

The 2020 GPU EIR and the 2007 project EIR evaluated the project site for impacts to Hazard and Hazardous Materials.

4.9.1 Applicable 2020 GPU EIR and 2007 Project EIR Mitigation Measures

2020 GPU EIR Mitigation Measures: The 2020 GPU EIR did not include mitigation measures for Hazards and Hazardous Materials.

2007 Project EIR Mitigation Measures: The 2007 project EIR did not include mitigation measures for Hazards and Hazardous Materials.

4.9.2 Previous Significance Determinations

2020 GPU EIR

The 2020 GPU EIR determined that buildout of the Planning Area in accordance with the Beaumont 2040 Plan would result in increased transport, use, storage, and disposal of hazardous materials in the Planning Area, such as the development of light industrial uses, gas stations, automotive repair shops, and dry cleaners. The transport, use, storage, and disposal of hazardous materials are extensively regulated by federal, state and local policies discussed in Section 5.8.2 of the 2020 GPU EIR. It was determined that compliance with these safety regulations would ensure that projects developed and approved under the Beaumont 2040 Plan would have a less than significant impact on the environment. The 2020 GPU EIR concluded that development of the Planning Area under the Beaumont 2040 Plan would lead to an increase in the potential for release of hazardous materials into the environment, and that the public could also be exposed to hazardous materials if new development or redevelopment were to be located on a current or historic hazardous site. Similarly, the 2020 GPU EIR determined that with compliance with, and enforcement of, existing safety regulations would ensure that the general public and existing environment would not be exposed to substantial risks related to accidental upset or release of hazardous materials into the environment. Future land uses developed under the Beaumont 2040 Plan could include commercial uses that emit or handle hazardous materials within 0.25-miles of an existing or proposed school; however, the 2020 GPU EIR determined that compliance with state statutory and regulatory requirements addressing safety from hazards and adhering to the Beaumont 2040 Plan, which prohibits the siting of commercial and industrial facilities involved in the production, use, transport, or disposal of hazardous materials near existing sensitive land uses such as schools, would not result in a significant impact. Through compliance with Health and Safety Code and the Beaumont 2040 Plan, impacts regarding potential risk of exposure to hazardous materials and a consequence of development on a site on a Cortese list would be less than significant. No airports exist within the Planning Area, and as a result the 2020 GPU EIR concluded that an impact regarding exposure to excessive noise proximate to airports would have a less than significant impact. Adherence to the Beaumont 2040 Plan goals and policies regarding emergency response and evacuation and individual project review would ensure that project developed under the Beaumont 2040 Plan would not conflict with an emergency response plan or evacuation plan. Similarly, the 2020 GPU EIR concluded that compliance with federal, state, and local regulations related to wildland fire hazards and implementation of the goals, policies, and objectives of the Beaumont 2040 Plan would have a less than significant impact on the potential to expose people or structures directly or indirectly to significant risk of loss, injury, or death involving wildland fires.

2007 PROJECT EIR

The 2007 Project EIR determined that the project would be required to comply with state law and City municipal code restrictions regarding hazards and hazardous materials. A Phase I Environmental Site Assessment (Phase I ESA) was completed to determine the project site's historical uses and the potential for on-site contamination. The results of the Phase I ESA found that the project site was not located on a hazardous materials site, and a database search which revealed no sites of concern listed at or adjacent to the project site. The Phase I ESA disclosed that the existence of past agricultural activities on-site and in adjacent areas indicated a potential for pesticide and/or heavy metal (associated with dusting powders) contamination, but without specific evidence of pesticides storage or past documentation of mismanagement on the project site, collection and analysis of soil samples was unwarranted. It was concluded that no significant hazard to the public or environment was expected to result from the construction and operation of the project, and as a result, implementation of the project would have a less than significant impact to hazards and hazardous materials.

4.9.3 Project Specific Analysis

Construction of the current project's proposed development of 279,941 square feet of general commercial land uses may involve temporary hazards related to the use and transport of hazardous materials, including those used for typical construction activities (i.e., diesel fuel, motor oil, basic or acidic chemicals, etc.). Construction contractors would be required to comply with all applicable federal, state, and local laws and regulations regarding the transport, use, storage, and disposal of hazardous construction-related materials, including but not limited requirements imposed by the United States Environmental Protection Agency (USEPA), California Department of Toxic Substances Control (DTSC), the SCAQMD, Santa Ana Regional Water Quality Control Board (RWQCB), and/or the Riverside County Department of Environmental Health Hazardous Materials (County EHHM). The County EHHM serves as the Certified Unified Program Agency (CUPA), which is charged with the responsibility of conducting compliance inspections for regulated facilities in the County that handle hazardous materials above certain quantities (e.g., a retail use that sells cleaning supplies). Use of any hazardous materials during operation of the project would be regulated by the CUPA through a Hazardous Materials Release Response Plan and Inventory. Compliance with state and local regulations and the CUPA would ensure that project construction and operation would not create a hazard related to the transport, use, and disposal of hazardous materials beyond what was analyzed in the 2020 GPU EIR and 2007 Project EIR. This impact would be less than significant.

As determined by the 2007 Phase I ESA, the DTSC EnviroStor Database, and the SWRCB GeoTracker database, the project site is not identified as a hazardous materials site (DTSC 2025; SWRCB 2025). No evidence of the presence or likely presence of hazardous substances or materials was identified at the project site, which was undeveloped land at the time and remains as undeveloped land under existing conditions. No new development on-site has occurred since the completion of the 2007 Phase I ESA that might otherwise have introduced new land uses requiring the handling, storage, disposal, or emission of hazardous materials. No schools are located within 0.25-miles of the project site. The nearest school, Three Rings Ranch Elementary School, is located 0.65-miles southeast of the project site, and project construction and operation would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25-miles of Three Rings Ranch Elementary School. As discussed in the 2020 GPU EIR, there are no airports within the Planning Area, which includes the project site. The nearest airport is Banning Municipal Airport located 8 miles southeast of the project site. As a result, the project would not result in a safety hazard or excessive noise for people residing or working in the project area as a result of operations from the Banning Municipal Airport.

The current project would result in construction activities that could temporarily affect roadways as a result of partial lane closures. This could affect emergency response times or evacuation routes. Additionally, the current project would increase the number of people who may need to evacuate the project area in the event of an emergency. However, all roadway improvements proposed by the project would be constructed based on industry and City design standards, rules, and regulations. The project would also comply with the Fire Department requirements pertaining to access/egress to ensure adequate emergency access. The project would also be subject to the goals and policies of the Beaumont 2040 Plan that govern adequate emergency vehicle response and evacuations. Therefore, the current project square footage is 63% of the 2007 project, would generate less traffic, and would not conflict with or impair the implementation of or interfere with an adopted emergency response or emergency evacuation plan. The project site is not located within a fire hazard severity zone, as established by the California Department of Forestry and Fire Protection (CAL FIRE) (CAL FIRE 2024). Therefore, there are no impacts that are peculiar to the project site; there are no direct or cumulatively-considerable impacts of the current project that were not already evaluated by the 2020 GPU EIR and 2007 Project EIR; and there are no new or more severe impacts to the environment beyond what was previously evaluated and disclosed by the 2020 GPU EIR and 2007 Project EIR.

4.10 HYDROLOGY AND WATER QUALITY

Would the project:	New Significant Impact	More Severe Impacts	New Ability to Substantially Reduce Significant Impact	No Substantial Change from Previous Analysis
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?				✓
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?				✓
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of stream or river or through the addition of impervious services, in a manner which would:				
1. Result in substantial erosion or siltation on- or off-site?				✓
2. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?				✓
3. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?				✓
4. Impede or redirect flood flows?				✓
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?				✓
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?				✓

The 2020 GPU EIR and the 2007 project EIR evaluated the project site for impacts to Hydrology and Water Quality.

4.10.1 Applicable 2020 GPU EIR and 2007 Project EIR Mitigation Measures

2020 GPU EIR Mitigation Measures: The 2020 GPU EIR did not include mitigation measures for Hydrology and Water Quality.

2007 Project EIR Mitigation Measures: The 2007 project EIR did not include mitigation measures for Hydrology and Water Quality.

4.10.2 Previous Significance Determinations

2020 GPU EIR

The 2020 GPU EIR determined that buildout of the Planning Area in accordance with the Beaumont 2040 Plan would have the potential to result in discharges from soil disturbance that could violate water quality standards if not adequately addressed. Consistent with the goals and policies of the Beaumont 2040 Plan, construction of individual projects consistent with and approved under the Beaumont 2040 Plan that are greater than one acre in size would be subject to the SWRCB NPDES Construction General Permit, which requires the preparation of a SWPPP to describe targeted erosion and sediment BMPs in order to prevent stormwater pollution during construction. Individual projects regardless of size would be subject to Title 13 of the City's municipal code, Stormwater/Urban Runoff Management and Discharge Controls, to minimize the potential for erosion. Through compliance with the goals and policies of the Beaumont 2040 Plan, construction of individual projects consistent with the Beaumont 2040 Plan would not violate water quality standards or otherwise substantially degrade surface or groundwater quality. In terms of operation, pursuant to the Riverside County MS4 Permit, qualifying new development and large redevelopment projects are required to prepare a Water Quality Management Plan (WQMP) or similar demonstration of post-construction methods to mitigate downstream impacts to flooding and water quality. Further, the 2020 GPU EIR determined that projects developed in accordance with the Beaumont 2040 Plan would be required to incorporate sustainable stormwater management practices, including Low Impact Development (LID) techniques to improve stormwater quality and reduce runoff quantity during operation. It was concluded that implementation of the Beaumont 2040 Plan would have a less than significant impact on water quality standards and waste discharge requirements and would not result in a significant impact on groundwater quality.

The Beaumont-Cherry Valley Water District (BCVWD) supplies water to the City of Beaumont and anticipated that significant growth within the City would be met through maximizing local groundwater production, purchasing more imported water, and increasing recycled water distribution. Because groundwater supplies comprise the bulk of the City's water demand, it was concluded that expanding water supplies and reducing water demand through conservation, while also setting aside land for active and passive recharge would be necessary by both the City and BCVWD. Compliance with the goals, policies, and objectives of Section 5.9.2 and 5.9.3 of the Beaumont 2040 Plan would allow for more recharge opportunities, ensure adequate funding for water facilities, and ensure planning for water infrastructure and testing of water quality. Therefore, it was determined that buildout of the Planning Area in accordance with the Beaumont 2040 Plan would have a less than significant impact on decreasing groundwater supplies or interfere substantially with groundwater recharge such sustainable groundwater management of the basin would be impeded.

The 2020 GPU EIR concluded that implementation of the Beaumont 2040 Plan goals policies, and implementation actions in Section 5.9.2 and existing regulations discussed in Section 5.9.2 of the Plan, erosion and siltation impacts from changes to existing drainage patterns and increased imperviousness from further buildout and development consistent with the Beaumont 2040 Plan would be less than significant. Similarly, the 2020 GPU EIR concluded that implementation of Beaumont 2040 Plan goals, policies, and implementation actions in Section 5.9.3 and existing regulations discussed in Section 5.9.2, flooding impacts from changes to the existing drainage patterns and increasing imperviousness from further buildout and development consistent with the Beaumont 2040 Plan would be less than significant. Future projects consistent with the Beaumont 2040 Plan were also determined to have a less than significant impact regarding redirecting or impeding flood flows, with compliance with the goals, objectives, and policies of Section 5.9.2 and 5.9.3 of the Beaumont 2040 Plan.

With compliance with the Beaumont 2040 Plan Chapter 15.24, Flood Management, the 2020 GPU EIR determined that buildout of the Planning Area in accordance with the Beaumont 2040 Plan would have a less than significant impact on substantially affecting existing risk of flood hazard. The City is located approximately 52 miles from the nearest ocean, the Pacific Ocean, and therefore no impacts were anticipated regarding tsunami. Future projects developed consistent with the Beaumont 2040 Plan might propose community lakes or ponds, although likely not large enough to create seiche; nevertheless, these particular projects would be required to comply with the Beaumont 2040 Plan

goals and policies to mitigate potential flooding discussed in Sections 5.9.2 and 5.9.3. Thus, these impacts were determined to be less than significant.

As discussed above, which describes measures put in place in order to ensure future development consistent with the Beaumont 2040 Plan has a less than significant impact on surface and groundwater quality, these same measures would also ensure that future development does not obstruct or conflict with the implementation of the Beaumont Basin Watermaster Committee, specifically Section 5.9.3 of the Beaumont 2040 Plan consisting of policies to support the monitoring, protection, and development of groundwater resources consistent with the tasks of the Watermaster. Impacts were determined to be less than significant.

2007 PROJECT EIR

The 2007 Project EIR determined that the project would alter the natural drainage pattern of the existing undeveloped project site. Approximately 87 percent of the existing project site, once constructed, would be impervious to water, which would increase surface water flow. In order to address the potential impacts to existing surface runoff conditions of Noble Creek, a hydraulics analysis was completed. This analysis concluded that a detention basin would need to be constructed as part of the project in order to avoid a significant impact to the existing natural surface runoff rates. The detention basin was designed to accommodate flows from a 100-year storm event, which was concluded to be able to minimize drainage pattern impacts associated with an increase in surface runoff from the project to a less than significant level. The 2007 Project EIR also concluded that development of the project with the proposed detention basin would be sufficient to avoid a significant impact to the hydraulics of Noble Creek during a 100-year storm event and would not result in a significant impact with respect to flood flows. It was determined that there was no substantial risk or potential for tsunami, as the project site was over 50 miles from the nearest ocean, the Pacific Ocean. All impacts were determined to be less than significant.

4.10.3 Project Specific Analysis

Consistent with the findings of the 2007 Project EIR, the current project's construction activities may impact existing water quality and discharges during construction. As noted in the 2020 GPU EIR, both state and local regulations would effectively reduce construction stormwater runoff impacts from new development, such as the current project. As construction activities would disturb one or more acres of land, the current project would be subject to the NPDES Construction General Permit requirements, which describes the preparation and implementation of a SWPPP that includes erosion controls, sediment controls, waste and materials management, non-stormwater management, training and education, and inspections, maintenance, monitoring, and sampling. Implementation of the SWPPP and compliance with Title 14 of the City's municipal code, Stormwater/Urban Runoff Management and Discharge Controls, would ensure the current project does not violate any water quality standards or waste discharge requirements during construction activities. In addition, a Preliminary WQMP was completed to address the current project's post-construction (i.e., operational) runoff characteristics and expected pollutant loads once fully built. The Preliminary WQMP would be prepared and approved prior to the issuance of grading permits for the construction of the project and would specify LID practices and post-construction BMPs which would be incorporated into the current project's design to capture and treat stormwater runoff; this would reduce pollutants of concern before conveying stormwater runoff into the City's storm drain system and ultimately to the Santa Ana River. Further, the 2020 GPU EIR determined that projects developed in accordance with the Beaumont 2040 Plan, such as the current project, would be required to incorporate sustainable stormwater management practices, including LID techniques to improve stormwater quality and reduce runoff quantity during operation. Adherence to regulatory compliance requirements regarding the Construction General Permit, SWPPP, Title 13 of the City's municipal code, and the WQMP enforced by the Santa Ana RWQCB, would ensure that water quality and waste discharge requirements are not violated.

The BCVWD maintains an Urban Water Management Plan that forecasts water supply and demand under normal, single-dry, and multiple-dry year conditions, assesses supply reliability, and describes methods of reducing demands under potential water shortages. The 2020 UWMP adopted in 2021 is based in part on the land uses planned as part of the Beaumont 2040 Plan adopted in 2020. Therefore, projects consistent with the land use designations and

zoning of the Beaumont 2040 Plan would be accounted for in the water supply and demand estimations of the 2020 UWMP. The project site's land use designation is General Commercial, or GC, with a maximum FAR of 0.75. The current project would maintain the existing GC land use designation and include 279,941 square feet of general commercial land uses (including commercial retail and restaurant), which would result in a FAR of 0.22. Therefore, the current project would be consistent with the Beaumont 2040 Plan. Because of this, the current project's water demand would also be accounted for in the 2020 UWMP. The 2020 UWMP concluded that during any normal year conditions, the BCVWD would expect a surplus of water supply; during drought conditions (single- and multiple-dry years), the BCVWD would expect to benefit from utilizing groundwater stored in the Beaumont Basin to augment any shortfalls in supply from surface water and would also implement various reduction actions to conserve water of up to 40 percent of normal demands during extreme water supply shortages. Because the 2020 UWMP demonstrates that the BCVWD would have sufficient water supplies, including groundwater, to meet water demands within the district through 2045, it can therefore be concluded that the current project's demand for potable water would not result in the significant depletion of groundwater supplies.

In addition, based on the 2007 Project EIR, the 2007project proposed 441,709 square feet of commercial uses on 41.3 acres of land; however, the proposed commercial uses of the current project would now be developed on only 28.95 acres of land. Due to this reduction in on-site intensity as compared to the 2007 Project EIR, the current project would result in a decrease in the amount of water demand generated and a reduction in the amount of impervious surfaces (and thus greater infiltration for groundwater recharge) compared to what was originally analyzed under the 2007 Project EIR. Because the project would not substantially interfere with groundwater recharge such that the project may impede sustainable groundwater management of the basin, impacts would be less than significant.

Regarding substantially altering existing drainage patterns such that substantial erosion or siltation would occur, substantially increase surface runoff that would result in flooding, create or contribute runoff that would exceed existing or planned stormwater drainage systems, or impede or redirect flood flows, under existing conditions the project site is vacant and undeveloped. During construction, the current project would increase erosion susceptibility by introducing impervious surfaces, such as asphalt for proposed parking areas and building structures. As previously discussed, the project would be required to obtain a Construction General Permit, including a SWPPP and Preliminary WQMP. The SWPPP and Preliminary WQMP must identify and implement an effective combination of erosion and sediment control measures to reduce or eliminate stormwater discharge, including erosion and siltation. Therefore, runoff flows exiting the project site would be minimized through regulatory compliance to ensure that drainage and erosion impacts would be less than significant.

As shown in General Plan EIR Figure 5.9.3, Flood Hazard Zones, the project site is not located within a flood zone or flood plain. Nevertheless, the current project would install a detention/water quality basin on-site to minimize the volume and velocity of runoff. Consistent with the 2007 Project EIR, the proposed detention basin would still be constructed to accommodate flows from a 100-year storm event from Noble Creek, located to the south. This would be consistent with the 2020 GPU EIR by complying with City's municipal code Chapter 16.44, Flood Control and Tract Drainage and complying with the Beaumont 2040 Plan Policies 3.11.5, Policy 7.4.3, and 9.8.4. This detention/water quality basin would ensure that flood flows would not be significantly impeded, and a less-than-significant impact would occur.

4.11 LAND USE AND PLANNING

	Would the project:	New Significant Impact	More Severe Impacts	New Ability to Substantially Reduce Significant Impact	No Substantial Change from Previous Analysis
a.	Physically divide an established community?				✓
b.	Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?				✓

The 2020 GPU EIR and the 2007 project EIR evaluated the project site for impacts to Land Use.

4.11.1 Applicable 2020 GPU EIR and 2007 Project EIR Mitigation Measures

2020 GPU EIR Mitigation Measures: The 2020 GPU EIR did not include mitigation measures for Land Use and Planning.

2007 Project EIR Mitigation Measures: The 2007 project EIR did not include mitigation measures for Land Use and Planning.

4.11.2 Previous Significance Determinations

2020 GPU EIR

The 2020 GPU EIR concluded that no physical division of an established community would result from the implementation of the Beaumont 2040 Plan. There would be no new large-scale changes to land use, especially to open space, that would physically divide an established community, and the policies of the Beaumont 2040 Plan would serve to connect and enhance new growth areas together with established City neighborhoods. This impact was determined to be less than significant. Regarding conflicting with a land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental impact, the 2020 GPU EIR concluded that implementation of the Beaumont 2040 Plan would have a less than significant impact; this was due to: (1) the Beaumont 2040 Plan is intended to clarify existing policies, correct errors and oversights, and provide additional guidance to further the physical growth of the City and would enhance (rather than conflict with) existing land use plans, policies, and regulations; (2) as part of meeting state requirements, the City's Zoning Ordinance and Zoning Map would be required to conform to the proposed land uses of the Beaumont 2040 Plan to eliminate and conflict and inconsistencies between documents; (3) goals and implementation measures in the Beaumont 2040 Plan would address the City's cooperation with other cross-border agencies to develop and implement regional plans for groundwater, drainage, and solid waste, and would be consistent with other applicable plans such as the MSHCP, greenhouse gas reduction plans, mineral resources, and the 2016-2040 SCAG Regional Transportation Plan / Sustainable Communities Strategy (RTP/SCS). For these reasons, the 2020 GPU EIR determined that this impact would be less than significant.

2007 PROJECT EIR

The 2007 Project EIR concluded that the project's proposed commercial uses within an area designated for commercial uses, surrounded by recreational, residential, and proposed commercial land uses to the north, the I-10 freeway and proposed commercial uses to the west, and proposed residential uses to the south and east, would not physically divide an established community, and no impact would occur. The project would be consistent with the

General Plan and Zoning Code by establishing commercial uses on commercially designated land and therefore would be consistent with the governing land use plan. The 2007 Project EIR also concluded that the project would not conflict with the MSHCP, as discussed under Section 4.2, "Biological Resources," of the 2007 Project EIR. This impact was determined to have a less than significant impact.

4.11.3 Project Specific Analysis

Under existing conditions, the project site is vacant and undeveloped land. Oak Valley Parkway is located to the north and commercial, open space, and low-density residential is located further north. Noble Creek and undeveloped land is located to the east and south, and further south are low-density residential homes. The I-10 freeway is located west of the project site, along with undeveloped land and low-density residential further west. The current project would not affect physically divide an established community. The current project would remain consistent with the findings of the 2007 Project EIR and the 2020 GPU EIR analysis of the Beaumont 2040 Plan. The current project proposes general commercial development (commercial retail and restaurant) on land designated by the Beaumont 2040 Plan as general commercial with a maximum FAR of 0.75. The proposed FAR would be 0.22, consistent with the Beaumont 2040 Plan. As discussed in Section 4.4, "Biological Resources," the current project would not conflict with other governing land use plan, policy, or regulation, such as the MSHCP. Therefore, there are no impacts that are peculiar to the project site; there are no direct or cumulatively-considerable impacts of the proposed project that were not already evaluated by the 2020 GPU EIR and 2007 Project EIR; and there are no new or more severe impacts to the environment beyond what was previously evaluated and disclosed by the 2020 GPU EIR and 2007 Project EIR.

4.12 MINERAL RESOURCES

Would the project:	New Significant Impact	More Severe Impacts	New Ability to Substantially Reduce Significant Impact	No Substantial Change from Previous Analysis
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				✓
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				✓

The 2020 GPU EIR and the 2007 project EIR evaluated the project site for impacts to Mineral Resources.

4.12.1 Applicable 2020 GPU EIR and 2007 Project EIR Mitigation Measures

2020 GPU EIR Mitigation Measures: The 2020 GPU EIR did not include mitigation measures for Mineral Resources.

2007 Project EIR Mitigation Measures: The 2007 project EIR did not include mitigation measures for Mineral Resources.

4.12.2 Previous Significance Determinations

2020 GPU EIR

The 2020 GPU EIR determined that buildout of the Planning Area in accordance with the Beaumont 2040 Plan would have no impact on mineral resources because the City has no known or identified mineral resources of regional or statewide importance, as shown in General Plan EIR Figure 5.11-1, Mineral Resources, in the 2020 GPU EIR. The City is located in Mineral Resource Zone 3, where the significance of mineral resources is undetermined. Development of the Beaumont 2040 Plan would not restrict access to mineral resources outside of the Planning Area; therefore, it was determined that the Beaumont 2040 Plan and its Revised Zoning Map would not result in the loss of availability of a known mineral resource and that this impact was less than significant. Although the previous Zoning Ordinance had a Mineral Resources Overlay Zone (Section 17.03.160 of the City's municipal code) neither the City's 2006 General Plan, Zoning Map, or any specific plan within the Planning Area identified a locally important mineral resource recovery site. Therefore, it was determined that this impact was less than significant.

2007 PROJECT EIR

The 2007 Project EIR concluded that no significant amount of mineral deposits had been found in the City and there are no potentially significant mineral resources within the project site. It was determined that development of the project would result in a less than significant impact.

4.12.3 Project Specific Analysis

The current project proposes similar general commercial land uses as the 2007 Project EIR. However, there would be an overall reduction in size, from the original 441,709 square feet/41.3 acres proposed in 2007 to 279,941 square feet/28.95 acres for the current project. In addition, the 2007 Project EIR found that no significant amounts of mineral

deposits have been found in the City, and General Plan EIR Figure 5.11 of the 2040 GPU EIR showed that there were no locally important mineral resource recovery sites. Therefore, the current project would not result in the loss of availability of a known mineral resource and would not result in the loss of availability of a locally important mineral resource recovery site. Therefore, there are no impacts that are peculiar to the project site; there are no direct or cumulatively-considerable impacts of the proposed project that were not already evaluated by the 2020 GPU EIR or 2007 Project EIR; and there are no new or more severe impacts to the environment beyond what was previously evaluated and disclosed by the 2020 GPU EIR and 2007 Project EIR.

4.13 NOISE

Would the project result in:	New Significant Impact	More Severe Impacts	New Ability to Substantially Reduce Significant Impact	No Substantial Change from Previous Analysis
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?				✓
b. Generation of excessive groundborne vibration or groundborne noise levels?				✓
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				✓

The 2020 GPU EIR and the 2007 project EIR evaluated the project site for impacts to Noise.

4.13.1 Applicable 2020 GPU EIR and 2007 Project EIR Mitigation Measures

2020 GPU EIR Mitigation Measures: The 2020 GPU did not include mitigation measures for Noise.

2007 Project EIR Mitigation Measures: The 2007 project EIR did not include mitigation measures for Noise.

Level of Significance with Mitigation Measures

2020 GPU EIR: No feasible mitigation existed at a programmatic level regarding the generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies. As a result, this impact was concluded as a Significant and Unavoidable Impact.

4.13.2 Previous Significance Determinations

2020 GPU EIR

The 2020 GPU EIR determined that buildout of the Planning Area in accordance with the Beaumont 2040 Plan would result in a significant and unavoidable impact with respect to generating a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance. Specifically, it was concluded that buildout of the Beaumont 2040 Plan could lead to a potential exceedance of future noise levels along major roadways and for sensitive receptors (see Table 5.12-H in the 2020 GPU EIR). Since existing conditions already exceed the City and state noise standards, as well as exceeding acceptable noise increase standards from the Federal Transit Administration, impacts from permanent noise were considered significant and unavoidable. The 2020 GPU EIR determined that compliance with the applicable provisions of Chapter 9.02 of the City's municipal code and the Beaumont 2040 Plan policies and implementation actions would limit construction hours, identify appropriate project-specific mitigation, and reduce construction-related vibration

impacts, resulting in a less than significant regarding generation of excessive groundborne vibration or groundborne noise levels. Due to the fact that the nearest airport, Banning Municipal Airport, located approximately five miles east of the City, the 2020 GPU EIR concluded that buildout of the Beaumont 2040 Plan would result in a less than significant impact regarding whether buildout would expose people residing or working in the City to excessive airport noise levels.

2007 PROJECT EIR

The 2007 Project EIR determined that the project would have a less than significant impact regarding construction noise impacts, with compliance with the City's Noise Ordinance and restricting the hours of construction from 7:00 a.m. to 6:00 p.m. Similarly, operational noise impacts were found to be less than significant due to noise attenuation loss created by the separation of the project site and its distance to sensitive receptors, along with the proximity of the I-10 freeway east and adjacent to the project site, which created an elevated ambient noise environment at and near the project site. Traffic noise impacts would also be less than significant, as it was calculated that construction and operation of the project would not increase traffic noise levels by more than one decibel. Vibration impacts and impacts related to exposure to excessive airport noise were also determined to be less than significant.

4.13.3 Project Specific Analysis

The 2007 project originally proposed 441,709 square feet of general commercial uses on approximately 41.3 acres of the 60.5 acres project site. The current project would develop 279,941 square feet of general commercial retail and restaurant uses on approximately 28.95 acres on-site, reducing the projectsquare footage by 37 percent in size. Because the current project would result in reduced commercial density compared to the assumptions of the 2007 Project EIR, it can be concluded that the current project would result in reduced impacts regarding noise as compared to what was evaluated and disclosed in the 2007 Project EIR, for both construction and operation. Therefore, consistent with the 2007 Project EIR findings, the current project would not have a significant impact regarding noise impacts. Therefore, there are no impacts that are peculiar to the project site; there are no direct or cumulatively-considerable impacts of the proposed project that were not already evaluated by the 2020 GPU EIR and 2007 Project EIR; and there are no new or more severe impacts to the environment beyond what was previously evaluated and disclosed by the 2020 GPU EIR and 2007 Project EIR.

4.14 POPULATION AND HOUSING

Would the project:	New Significant Impact	More Severe Impacts	New Ability to Substantially Reduce Significant Impact	No Substantial Change from Previous Analysis
a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				✓
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				✓

The 2020 GPU EIR and the 2007 project EIR evaluated the project site for impacts to Population and Housing.

4.14.1 Applicable 2020 GPU EIR and 2007 Project EIR Mitigation Measures

2020 GPU EIR Mitigation Measures: The 2020 GPU EIR did not include mitigation measures for Population and Housing.

2007 Project EIR Mitigation Measures: The 2007 project EIR did not include mitigation measures for Population and Housing.

4.14.2 Previous Significance Determinations

2020 GPU EIR

The 2020 GPU EIR determined that buildout of the Planning Area in accordance with the Beaumont 2040 Plan would allow for new residential and nonresidential development leading to an estimated 18 percent growth rate at buildout. The Beaumont 2040 Plan was developed to accommodate projected population increases and make sure that the City made efficient and appropriate use of its land. It was concluded that the implementation of the Beaumont 2040 Plan would not result in a substantial increase in population growth due to the fact that the City planned for the growth forecasts in the Beaumont 2040 Plan. Implementation of the Beaumont 2040 Plan focused future growth development of the downtown area, industrial and commercial development, and residential, and it was concluded that new development and infill development would not result in displacement of a substantial number of people or housing units. There are no existing developed land uses onsite. These impacts were determined to be less than significant.

2007 PROJECT EIR

The 2007 Project EIR concluded that the project was consistent with the Beaumont General Plan, which intended to meet the needs of the City, including the demand for more commercial development. No displacement of housing would occur as a result of the project. For these reasons, these impacts were determined to be less than significant. It can be assumed that the currently proposed project will generate approximately 63% of the employees generated by the 2007 project.

4.14.3 Project Specific Analysis

The current project would involve the development of 279,941 square feet of general commercial land uses, specifically 247,868 square feet of commercial retail and 32,073 square feet of commercial restaurant, generating approximately 200 employees. These proposed land uses would be consistent with the Beaumont 2040 Plan, which designates the project site as General Commercial with a maximum allowable FAR of 0.75. The current project would develop general commercial land uses on the project site and would result in a FAR of 0.22. Further, the Beaumont 2040 Plan estimates that total future employment for the City will increase by 38,224 employees by 2040. General Plan EIR Table 5.13-K, Employment Forecasts, of the 2020 GPU EIR specifically shows that the Retail/Service land use designation would introduce approximately 9.5 million square feet of new development and generate approximately 8,170 new jobs. Therefore, the current project's proposed square footage and employment generation would be well within the estimated forecasts and growth projections of the 2020 GPU EIR and the 2007 Project EIR. Additionally, the current project would not extend any roadways or utilities in a manner that would indirectly induce substantial unplanned growth in the immediate vicinity of the project site or elsewhere. The current project would introduce development in an area that has existing infrastructure systems designed and sized to accommodate development of the project site. No people or housing would be displaced as a result of the current project's implementation. Under existing conditions, the project site is vacant, undeveloped land, and as such, the current project's proposed general commercial land uses do not have the potential to result in the displacement of substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere. Therefore, there are no impacts that are peculiar to the project site; there are no direct or cumulatively-considerable impacts of the proposed project that were not already evaluated by the 2020 GPU EIR and 2007 Project EIR; and there are no new or more severe impacts to the environment beyond what was previously evaluated and disclosed by the 2020 GPU EIR and 2007 Project EIR.

4.15 PUBLIC SERVICES

Would the project:	New Significant Impact	More Severe Impacts	New Ability to Substantially Reduce Significant Impact	No Substantial Change from Previous Analysis
a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				✓
1) Fire protection?				✓
2) Police protection?				✓
3) Schools?				✓
4) Parks?				✓
5) Other public facilities?				✓

The 2020 GPU EIR and the 2007 project EIR evaluated the project site for impacts to Public Services.

4.15.1 Applicable 2020 GPU EIR and 2007 Project EIR Mitigation Measures

2020 GPU EIR Mitigation Measures: The 2020 GPU EIR did not include mitigation measures for Public Services.

2007 Project EIR Mitigation Measures: The 2007 project EIR did not include mitigation measures for Public Services.

4.15.2 Previous Significance Determinations

2020 GPU EIR

The 2020 GPU EIR determined that buildout of the Planning Area in accordance with the Beaumont 2040 Plan would generate the need for approximately 30 new fire stations. The City has access to 23 fire stations and would therefore need to build seven new fire stations with the proposed buildout of the Beaumont 2040 Plan. Each project applicant would be required to pay Development Impact Fees (DIF) for fire protection services pursuant to Beaumont 2040 Plan implementation measures LUSD-6 and S11 to offset each project's related demand on existing fire protection services. These DIF would help fund the Riverside County Fire Department (RCFD) and identify improvements and new fire station sites in response to City growth proposed in, and consistent with, the Beaumont 2040 Plan. The 2020 GPU EIR concluded that the implementation of DIF would ensure that as each future project is developed, adequate fire protection and emergency and medical services would be provided. All future development would be constructed in compliance with the California Fire Code as adopted by the City's municipal code Section 15.20. Additionally, prior to any new development, all project plans would be required to be submitted to the fire marshal for review. Impacts to fire protection services were concluded to be less than significant.

Buildout of the Beaumont 2040 Plan would have a significant impact on police services, which did not meet the City's standards and ratio of one police officer per 1,000 persons. Continued buildout of the City under the Beaumont 2040 Plan would result in increased demand on existing services at that time, which were already impacted. The 2020 GPU EIR concluded that in order to fund police protection services, the City would annex new residential developments into the City so as to help fund public safety and municipal services provided, such as police protection, which aligns with the Beaumont 2040 Plan Policy 5.9.1. Through the implementation of applicable policies of the Beaumont 2040 Plan, including the annexation of certain areas, it was concluded that the City would be able to meet the ratio of one police officer per 1,000 persons, and it was determined that this impact was less than significant.

Based on the buildout of the Beaumont 2040 Plan and Beaumont Unified School District (BUSD) growth projections, the City would require one new elementary, middle, and high school, for a total of three new schools, in order to accommodate future development in the City. As projects proposed under the Beaumont 2040 Plan are proposed, project applicants would be required to pay Alternative School Fees to reduce the impact of development on existing school facilities. It was determined that through the implementation of the Beaumont 2040 Plan Policy 7.10.1 and compliance with AB 2926 and SB 50, impacts to schools would be less than significant.

At the time of the 2020 GPU EIR, the Beaumont Library District (BLD) provided 0.17 square foot per capita (per person), and the generally accepted ratio is 0.5 to 1 square foot of space per capita. A continuation of development under the Beaumont 2040 Plan was expected to continue to impact this ratio until adequate facilities were provided. It was concluded that implementation of the Beaumont 2040 Plan would result in the development of vacant properties which would increase property tax revenue for the BLD to utilize and appropriate for new and improved library facilities. For this reason, it was determined that impacts to other public facilities, such as libraries, would be less than significant.

2007 PROJECT EIR

The 2007 Project EIR concluded that the project would not have significant impacts on response times or fire protection due to the implementation of the project. Fire Station 66 was closest to the project site, located at 628 Maple Street, approximately 3 miles southeast of the project site. Fire Station 66 would likely have around a four to five-minute response time, due to its proximity to the project site. Design of the project would be required to comply with the RCFD safety standards to ensure that adequate fire protection improvements (e.g., hydrants, water flow, fuel modification zones, street design, and access) were appropriately provided. It was determined that compliance with the RCFD would result in a less than significant impact on fire protection services.

The 2007 Project EIR concluded that the project would not have a significant impact on police protection services due to implementation of the project. The closest BPD station is located at 660 Orange Avenue, approximately 3 miles southeast of the project site; however, implementation of the Beaumont 2040 Plan would result in the need for an additional three police officers. To offset the costs of increased demand on police services, project applicants would be required to existing funding mechanisms via property taxes to offset additional police protection services needed for the City, as a result of General Plan buildout. It was determined that through the payment of DIF and property taxes and compliance with BPD requirements reduced impacts to police protection services to less-than-significant.

It was determined that the project could indirectly add students to the BUSD since the project would generate employees; however, with the payment of DIF to the BUSD, impacts would be less than significant. Regarding other public facilities, such as libraries, it was determined that the project would have a less than significant impact on existing demand on libraries with the payment of DIF.

4.15.3 Project Specific Analysis

As previously established, the current project's proposed general commercial (retail and restaurant) uses would be consistent with the Beaumont 2040 Plan land use designation of General Commercial on the project site. The previous 2007 Project EIR proposed 441,709 square feet of commercial land uses on approximately 41.3 acres; however, the current project proposes 279,941 square feet of general commercial land uses on approximately 28.95

acres, resulting in a reduction of development compared to what was previously analyzed. It is anticipated that the current project would generate approximately 200 employees, which is lower than the assumptions made based on the 2007 Project EIR. Therefore, the current project's employee generation would not exceed what was assumed for the project site by the 2007 Project EIR. The proposed project does not include any residential land uses which would directly result in an increase in demand for public services including parks, schools, and libraries.

With the payment of mandatory property taxes and DIF pursuant to the Beaumont 2040 Plan, which established policies to provide funding for fire protection, police protection, schools, and public libraries, impacts would be less than significant. Therefore, the project would not result in adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives. Therefore, there are no impacts that are peculiar to the project site; there are no direct or cumulatively-considerable impacts of the proposed project that were not already evaluated by the 2020 GPU EIR or 2007 Project EIR; and there are no new or more severe impacts to the environment beyond what was previously evaluated and disclosed by the 2020 GPU EIR or 2007 Project EIR.

4.16 RECREATION

Would the project:	New Significant Impact	More Severe Impacts	New Ability to Substantially Reduce Significant Impact	No Substantial Change from Previous Analysis
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				✓
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				✓

The 2020 GPU EIR and the 2007 project EIR evaluated the project site for impacts to Recreation.

4.16.1 Applicable 2020 GPU EIR and 2007 Project EIR Mitigation Measures

2020 GPU EIR Mitigation Measures: The 2020 GPU EIR did not include mitigation measures for Recreation.

2007 Project EIR Mitigation Measures: The 2007 project EIR did not include mitigation measures for Recreation.

4.16.2 Previous Significance Determinations

2020 GPU EIR

The 2020 GPU EIR determined that buildout of the Planning Area in accordance with the Beaumont 2040 Plan would increase demand on recreation facilities from development of new residential uses. However, the Beaumont 2040 Plan contains Policies 3.6.3, 3.11.1, 5.8.3, and 6.3.1, as well as Implementation Measure CFI24, all of which required new development to maintain, improve, and/or pay DIF to reduce and offset the increased demand of parks from projects proposed consistent with the Beaumont 2040 Plan. It was determined that this impact would be less than significant.

The 2020 GPU EIR concluded that a total of 415 new acres of parkland would be needed to comply with the City's park standard of five acres per 1,000 persons; based on the number of open space and parks, implementation of the Beaumont 2040 Plan goals, policies, and the Revised Zoning Ordinance would not have a significant impact on maintaining acceptable standards for parks and recreational facilities. It was concluded that this impact was less than significant.

2007 PROJECT EIR

The 2007 Project EIR concluded that the project would not include residential, which might otherwise directly increase demand on parks and recreational facilities, but that the project might indirectly increase population through the generation of new jobs and employees, which could lead to an increased burden on neighborhood and regional parks and recreational facilities. At the time, the City's General Plan required that the ratio of five acres per 1,000 persons be maintained and paid through DIF for projects that propose residential. The project proposed commercial uses and therefore the project was not required to provide DIF for parklands. This impact was determined to be less than significant.

4.16.3 Project Specific Analysis

As with the 2007 project, the current project does not propose residential uses. The current project involves the development of an approximately 28.95-acre project site with general commercial land uses (retail and restaurant) and provides on-site parking. All new projects proposing residential under the Beaumont 2040 Plan are required to maintain the City's standard of 3 acres per 1,000 residents. However, since the current project would not directly generate residents, it is not required to pay DIF. The previous 2007 Project EIR proposed 441,709 square feet of commercial land uses on approximately41.3 acres; however, the current project proposes 279,941 square feet of general commercial land uses on approximately 28.95 acres, resulting in a reduction of development compared to what was previously analyzed. As a result, more land adjacent to the project site would remain undeveloped and available to the City and future developers for park space or open space compared to what was previously analyzed in the 2007 Project EIR. Therefore, implementation of the current project would have a less than significant impact on parks and recreational facilities. Therefore, there are no impacts that are peculiar to the project site; there are no direct or cumulatively-considerable impacts of the proposed project that were not already evaluated by the 2020 GPU EIR or 2007 Project EIR; and there are no new or more severe impacts to the environment beyond what was previously evaluated and disclosed by the 2020 GPU EIR or 2007 Project EIR.

4.17 TRANSPORTATION

Would the project:	New Significant Impact	More Severe Impacts	New Ability to Substantially Reduce Significant Impact	No Substantial Change from Previous Analysis
a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?				✓
b. Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?				✓
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				✓
d. Result in inadequate emergency access?				✓

The 2020 GPU EIR and the 2007 project EIR evaluated the project site for impacts to Transportation.

4.17.1 Applicable 2020 GPU EIR and 2007 Project EIR Mitigation Measures

2020 GPU EIR Mitigation Measures: The 2020 GPU EIR did not include mitigation measures for Transportation.

2007 Project EIR Mitigation Measures: The 2007 project EIR included the following mitigation measures for Transportation:

- MM-4.6-1: Complete half-section street improvements for Oak Valley Parkway where adjacent to the project site.
- MM-4.6-2: Participate in the funding of installing the traffic signals at all study area intersections (Oak Valley Parkway at the following streets: I-10 southbound ramps, I-10 northbound ramps, Golf Club Drive, and Elm Avenue). The proposed project's fair-share contribution is shown in Table 4.6-11. This contribution was based upon a comparison of the project's traffic to the total Project Buildout (Year 2009) With Project traffic. The fair-share analysis shown in Table 4.6-12 is based upon a comparison of the project's traffic to the total Year 2030 With Project traffic.
- MM-4.6-3: Participate in a pro-rata share of off-site roadway improvements (including those to the Oak Valley Parkway bridge) based upon the fair-share analysis or participate in any City of Beaumont adopted Roadway Fee Program. The proposed project's pro-rata share is shown in Tables 4.6-11 and 4.6-12.
- MM-4.6-4: Stop signs, stop bars, and stop legends shall be provided at all right-in/right-out project site access points. "Right Turn Only" signage shall also be installed at these locations.
- MM-4.6-5: In conjunction with the preparation of precise grading and landscape plans, sight distance shall be reviewed at all project access points per City of Beaumont standards.

General Plan EIR Table 4.6-11 Project Fair-Share Intersection Contribution for Project Buildout (Year 2009) Conditions

	Existing Traffic		Project Buildout (Year 2009) With Project		Growth In Traffic		Project Time		Project Buildout Growth Traffic	% of (2009) In
Intersection	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
Desert Lawn Drive (NS) at Oak Valley Parkway (EW)	441	361	1,906	2,398	1,465	2,037	38	130	2.6%	6.4%
I-10 Southbound Ramps (NS) at Oak Valley Parkway (EW)	648	756	2,892	4,167	2,244	3,411	114	393	5.1%	11.5%
I-10 Northbound Ramps (NS) at Oak Valley Parkway (EW)	1,038	1,002	3,661	5,232	2,623	4,230	196	652	7.5%	15.4
Golf Club Drive (NS) at Oak Valley Parkway (EW)	953	887	3,405	5,032	2,452	4,145	362	1,193	14.8%	28.8%
Oak View Drive (NS) at Oak Valley Parkway (EW)	1,208	964	3,334	4,454	2,054	3,490	329	1,102	16.0%	31.6%
Elm Avenue (NS) at Oak Valley Parkway (EW)	963	847	2,539	3,351	1,576	2,504	156	521	9.9%	20.8%
Beaumont Avenue (NS) at Oak Valley Parkway (EW)	1,871	2,169	3,592	4,315	1,721	2,146	117	390	6.8%	18.2%

General Plan EIR Table 4.6-12 Project Fair-Share Intersection Contribution for Year 2030 Conditions

	Existing Traffic		Project Buildout (Year 2009) With Project		Growth In Traffic		Project Time		Project Buildout Growth Traffic	% of (2009) In
Intersection	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
Desert Lawn Drive (NS) at Oak Valley Parkway (EW)	441	361	3,140	3,964	2,669	3,603	38	130	1.4%	3.6%
I-10 Southbound Ramps (NS) at Oak Valley Parkway (EW)	648	756	4,202	5,353	3,554	4,597	114	393	3.2%	8.5%
I-10 Northbound Ramps (NS) at Oak Valley Parkway (EW)	1,038	1,002	4,830	5,861	3,792	4,859	196	652	5.2%	13.4%
Golf Club Drive (NS) at Oak Valley Parkway (EW)	953	887	4,275	4,785	3,322	3,898	362	1,193	10.9%	30.6%
Oak View Drive (NS) at Oak Valley Parkway (EW)	1,208	964	3,710	4,559	2,430	3,595	329	1,102	13.5%	30.7%
Elm Avenue (NS) at Oak Valley Parkway (EW)	963	847	2,721	3,433	1,758	2,586	156	521	8.9%	20.1%
Beaumont Avenue (NS) at Oak Valley Parkway (EW)	1,871	2,169	4,742	5,129	2,871	2,960	117	390	4.1%	13.2%

Level of Significance with Mitigation Measures

2020 GPU EIR: No feasible mitigation existed at a programmatic level regarding whether the project would conflict or be inconsistent with CEQA Guidelines 15064.3, subdivision (b). As a result, this impact was concluded as a Significant and Unavoidable Impact. All other impacts were deemed Less Than Significant Impact.

2007 Project EIR: Less Than Significant Impact.

4.17.2 Previous Significance Determinations

2020 GPU EIR

The 2020 GPU EIR determined that buildout of the Planning Area in accordance with the Beaumont 2040 Plan would provide a comprehensive circulation system that would accommodate increased demand in public transit, bicycle, and pedestrian facilities; it was found that the Beaumont 2040 Plan did not conflict with any policies, plans, or programs regarding public transit, roadway, bicycle, golf cart, or pedestrian facilities or the performance or safety of those facilities. The Beaumont 2040 Plan included policies supporting complete streets (streets that are accessible to all users of all ages and abilities), and would have a less than significant impact. Regarding whether the Beaumont 2040 Plan would conflict with or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b), the 2020 GPU EIR concluded that significant and unavoidable impacts would occur because thresholds would be exceeded and no feasible mitigation measures can be implemented to reduce this impact. In terms of substantially increasing hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment), the 2020 GPU EIR concluded that the Beaumont 2040 Plan would have a less than significant impact with adherence to existing law and implementation of the proposed Policies 3.7.1, 3.8.3, 4.2.3, 4.3.1, 4.3.2, 4.3.4, 4.4.1, 4.4.3, 6.6.1, 6.6.2, and 6.6.3. The 2020 GPU EIR concluded that implementation of the Beaumont 2040 Plan would have a less than significant impact on emergency access.

2007 PROJECT EIR

The traffic analysis in the 2007 EIR was based upon intersection capacity utilization (ICU) / Level of Service (LOS) metrics that were required at the time. Since 2018. CEQA traffic impact analysis is based upon Vehicle Miles Traveled (VMT) which is the total number of generated trips multiplied by the average trip length. For this reason, it is difficult to compare the traffic impacts associated with the 2007 project and the currently proposed project. The 2007 Project EIR concluded that the project would have significant impacts related to LOS at studied intersections. 14,458 average daily trips (ADT) would occur at buildout of the 2007 project. No impacts were anticipated regarding air traffic, as the nearest airport, Banning Municipal Airport, is located approximately eight miles east of the project site. Regarding hazards and incompatible uses, implementation of the project design would have had a less than significant impact on existing street configuration and proposed commercial land uses were determined not to conflict with any applicable land use plan, policy, or regulation. The 2007 Project EIR concluded that the project would have a significant impact on emergency access, since all study intersections with the exception of Oak Valley Drive at Oak Valley Parkway and Elm Avenue at Oak Valley Parkway were expected to operate at unacceptable LOS E or F during the AM and PM peak hour conditions. The project proposed an adequate number of parking stalls for the proposed commercial retail land uses and was found to have no impact regarding providing on-site parking. The 2007 Project EIR concluded that implementation of the project would not conflict with adopted policies, plans, or programs supporting alternative transportation and transit opportunities and that impacts were less than significant.

4.17.3 Project Specific Analysis

The current project would be developed on existing vacant, undeveloped land and would not conflict with roadway classifications. The current project would implement accessible improvements consistent with the roadway prioritizations and in accordance with the City's municipal code. Primary vehicular access would be provided by Oak Valley Parkway to provide access to internal parking lots. The I-10 freeway offramp connecting to Oak Valley Parkway would also provide access to the project site. Pedestrian circulation would be provided internally within the project site from parking areas to storefronts, as well as externally along sidewalks on Oak Valley Parkway. An internal roadway is proposed between the northern half of the project site, which would be developed predominantly with parking spaces and several street-facing stores along Oak Valley Parkway, and the southern half of the project site, which would be developed predominantly with commercial retail and restaurant buildings and some parking areas. This proposed roadway would effectively bisect the project site and allow for greater circulation of automobiles

throughout the project site. This design would conform to the City's Circulation Element and the City's municipal code requirements regarding vehicular circulation and pedestrian circulation.

The proposed project is consistent with the land use assumptions contain within the 2020 General Plan EIR traffic analysis, and as a result, is within the trip generation and VMT analysis in the 2020 General Plan EIR. A focused traffic impact assessment has been prepared for the proposed project and indicates that the proposed project would generate 10,436 ADT. The proposed project trip generation 4,022 trips less than the project evaluated in the 2007 EIR and as such, is covered by the 2007 EIR traffic analysis.

Construction of the current project would require the development of new internal roadway circulation to provide access to on-site parking. However, these improvements would not increase hazards as proposed roadway improvements would conform to the City's municipal code requirements regarding vehicular access and circulation pursuant to the City's Planning Department. Impacts related to sharp curves or dangerous intersections would not occur, nor would there be an increase in any hazards due to a design feature. The current project would be compatible with existing land uses in the surrounding area and would not substantially increase safety hazards due to incompatible uses. Construction-related traffic would be associated with the delivery of building materials, construction equipment, the removal of construction debris, and construction workers commuting to and from the project site. Construction staging and worker parking would occur onsite. Trucks would be used to haul soil, equipment, and building materials to and from the project site and would likely use Oak Valley Parkway as a truck route onto the I-10 freeway west of the project site. In conformance with City standards, construction work in the public right-of-way would be conducted in compliance with the Riverside County Flood Control and Water Conservation District Encroachment Permit, specifically for Noble Creek which travels along the southern border of the project site. Compliance with these City and District requirements would ensure that obstruction of city streets and Noble Creek during construction activities are minimized. As a result, construction activities would not substantially increase on-site hazards. Therefore, there are no impacts that are peculiar to the project site; there are no direct or cumulatively-considerable impacts of the proposed project that were not already evaluated by the 2020 GPU EIR and 2007 Project EIR; and there are no new or more severe impacts to transportation beyond what was previously evaluated and disclosed by the 2020 GPU EIR and 2007 Project EIR.

4.18 TRIBAL CULTURAL RESOURCES

Would the project:	New Significant Impact	More Severe Impacts	New Ability to Substantially Reduce Significant Impact	No Substantial Change from Previous Analysis
a. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				✓
1) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or				✓
2) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.				✓

AB 52 (Chapter 532, Statutes of 2014) established a formal consultation process for California Native American tribes as part of CEQA and equates significant impacts on tribal cultural resources with significant environmental impacts (Public Resources Code Section 21084.2). AB 52 consultation requirements went into effect on July 1, 2015, for all projects that had not already published a Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration, or published a Notice of Preparation of an Environmental Impact Report prior to that date (Section 11 [c]). Specifically, AB 52 requires that "prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report for a project, the lead agency shall begin consultation" (21808.3.1 [a]), and that "the lead agency may certify an environmental impact report or adopt a mitigated negative declaration for a project with a significant impact on an identified tribal cultural resource only if" consultation is formally concluded (21082.3[d]).

However, in the case of the current project, the lead agency has prepared this CEQA Guidelines §15183 Compliance Memorandum to the previously certified 2020 GPU EIR and 2007 Project EIR, in accordance with Section 15183(a) of the CEQA Guidelines. This analysis was determined to be the most appropriate document because the current project addresses minor technical changes or additions and does not result in any impacts beyond what was evaluated and disclosed as part of the 2020 GPU EIR or 2007 Project EIR. For these reasons, the analysis will not result in an additional certification; therefore, no tribal consultation under AB 52 is required at this time.

The 2020 GPU EIR and the 2007 project EIR evaluated the project site for impacts to Tribal Cultural Resources.

4.18.1 Applicable 2020 GPU EIR and 2007 Project EIR Mitigation Measures

2020 GPU EIR Mitigation Measures: The 2020 GPU EIR did not include mitigation measures for Tribal Cultural Resources.

2007 Project EIR Mitigation Measures: The 2007 project EIR included the following mitigation measures specific to Tribal Cultural Resources (also covered in Section 4.5, "Cultural Resources," of this document):

- MM-4.3-1: Construction clearing trenching and all grading activities shall require monitoring by a qualified archaeologist. Should buried cultural resources be encountered during construction activities, work in that area shall halt until a qualified archaeologist can evaluate the resource and/or preservation easements can be established.
- MM-4.3-2: If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of discovery. The MLD shall complete the inspection within 24 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Adherence to Section 7050.5 is required as a matter of course.

4.18.2 Previous Significance Determinations

2020 GPU EIR

The 2020 GPU EIR determined that buildout of the Planning Area in accordance with the Beaumont 2040 Plan would have a less than significant impact on tribal cultural resources, with compliance with the Beaumont 2040 Plan Policy 8.11.1, which requires avoidance of sites with significant tribal cultural resources when feasible, Policy 8.11.2, which requires compliance with provisions of AB 52 and SB 18, and Policy 8.11.4, which requires compliance with the provisions of the California Native American Graves Protection and Repatriation Act and other appropriate laws.

2007 PROJECT EIR

Following the Notice of Preparation that an Environmental Impact Report was being prepared for the 2007 project, a response comment letter from NAHC stated that a records search was conducted and the NAHC did not identify the presence of Native American cultural resources in the immediate project vicinity; the response letter recommended actions required to comply with CEQA and to avoid unanticipated discoveries once the project was underway, including tribal consultation. The Cultural Resources Report for the project site did not identify any cultural resources, but it was determined that inadvertent discovery was still possible, and the impact was significant. To avoid a significant impact, the above Mitigation Measures MM-4.3-1 and MM-4.3-2) were incorporated into the project. With the implementation of these mitigation measures, this impact was determined to be less than significant with mitigation incorporated.

4.18.3 Project Specific Analysis

The project site is located within the geographic area of the 2007 project site; however, the 2007 project proposed to develop 41.3 acres for commercial uses, and the current project proposes to develop approximately 28.95 acres for commercial uses. As a result, there has been a reduction in size to the project site. Therefore, although it is not

anticipated that the current project would cause a substantial adverse change in the significance of a tribal cultural resource, the current project does involve earthwork activities during construction, and therefore there is a potential for the inadvertent discovery of tribal cultural resources. Mitigation Measures MM-4.3-1 and MM-4.3-2 of the 2007 Project EIR would be applied to the current project, which would require that a qualified archaeologist monitor construction activities during any earthwork phases and that proper procedures would be followed if human remains are identified during construction, respectively. The project would have a less than significant impact on tribal cultural resources with the incorporation of these mitigation measures. Therefore, there are no impacts that are peculiar to the project site; there are no direct or cumulatively-considerable impacts of the proposed project that were not already evaluated by the 2020 GPU EIR or 2007 Project EIR; and there are no new or more severe impacts to the environment beyond what was previously evaluated and disclosed by the 2020 GPU EIR or 2007 Project EIR.

4.19 UTILITIES AND SERVICE SYSTEMS

Would the project:	New Significant Impact	More Severe Impacts	New Ability to Substantially Reduce Significant Impact	No Substantial Change from Previous Analysis
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?				✓
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?				✓
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				✓
d Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?				✓
e. Comply with federal, State, and local management and reduction statutes and regulations related to solid waste?				✓

The 2020 GPU EIR and the 2007 project EIR evaluated the project site for impacts to Utilities and Service Systems.

4.19.1 Applicable 2020 GPU EIR and 2007 Project EIR Mitigation Measures

2020 GPU EIR Mitigation Measures: The 2020 GPU EIR did not include mitigation measures for Utilities and Service Systems.

2007 Project EIR Mitigation Measures: The 2007 project EIR did not include mitigation measures for Utilities and Service Systems.

4.19.2 Previous Significance Determinations

2020 GPU EIR

BCVWD supplies the City with water, and potable water supplied to the City comes predominantly from groundwater. Based on the 2015 UWMP, it was concluded in the 2020 GPU EIR that the BCVWD would require additional water supply projects to meet future demand; however, since no physical development was proposed as part of the 2020 GPU EIR, the environmental effects from constructing or expanding facilities were unknown at that time. The Beaumont 2040 Plan Goal 7.2 identified the City's need to prioritize coordination with the BCVWD and develop

groundwater recharge sites and other projects to increase groundwater supply. In addition, Goal 7.3 described how recycled water would be expanded to offset potable water used for irrigation, and policies under Goal 3.2 would ensure that there would be adequate water and wastewater system capacity to meet projected demand. Through the implementation of existing regulations listed in Section 5.18.2 and the Beaumont 2040 Plan policies listed in Section 5.18.3, both located in the 2020 GPU EIR, the environmental impacts to water supplies during normal, single-, and multiple-dry years would be less than significant.

In terms of wastewater, as the project didn't include specific physical development, the environmental effects of future wastewater systems were unknown at that time. The Beaumont 2040 Plan policies under Goal 3.2 would ensure that adequate water and wastewater system capacity are met for projected demand, and the City would continue to implement water and wastewater management programs to ensure that future developments pay their fair share for any infrastructure improvements needed. Goal 7.5 of the Beaumont 2040 Plan ensured that the City would monitor influent rates of wastewater treatment plants as new development would be proposed and coordinate treatment capacity expansion as needed. Through the implementation of existing regulations listed in Section 5.18.2 and the Beaumont 2040 Plan policies listed in Section 5.18.3, both located in the 2020 GPU EIR, impacts regarding wastewater treatment provider services and adequate capacity to serve the project's demand was determined to be less than significant.

Regarding stormwater drainage, the environmental effects of future wastewater systems were unknown since the project didn't include specific physical development. The Beaumont 2040 Plan policies under Goal 3.2 described how the City would continue to oversee the development of adequate and dependable public facilities, such as stormwater drainage, to support existing and future development Goal 3.11 also included preservation of watercourses and washes necessary for regional flood control, groundwater recharge, and drainage for open space and recreational purposes. Goal 7.4 required that new development and redevelopment reuse stormwater on-site to the maximum extent practical and provide adequate stormwater infrastructure for flood control.

Regarding electrical, natural gas, and telecommunication services, the Planning Area is located within the service areas of SCE, SoCalGas, and various telecommunication providers. The effects of future development on these utility providers would be evaluated on a project-specific, case-by-case basis with each development proposal. These future development projects would be required to comply with the Beaumont 2040 Plan policies under Goal 7.8, which aim to provide City-wide access to high-quality energy utility and telecommunication services by ensuring that there is adequate infrastructure in place to support such future development; policies would further place new utilities underground to reduce risk.

Regarding solid waste, the City is serviced by the Lamb Canyon Landfill, which was 50 percent full in 2015. Future development approved under the Beaumont 2040 Plan would be required to comply with AB 341, which states certain commercial and multi-family recycling requirements. In addition, the AB 939 requires that each city and county implement a source reduction and recycling element into their General Plans to demonstrate how each jurisdiction will meet AB 939 recycling requirements. These and other solid waste goals in the Beaumont 2040 Plan, including Goal 7.7, Policies 7.7.1 through 7.7.5, and Implementation Actions CFI25 through CFI30 to reduce the demand for solid waste disposal. Because there was adequate capacity at existing landfills to serve future development, and future development would be required to meet County and state recycling requirements to further reduce demands on area landfills, this impact was determined to be less than significant.

2007 PROJECT EIR

The 2007 Project EIR concluded that there would be a less than significant impact on the BCVWD water supply, per the annexation letter from BCVWD which stated that they could provide adequate water service to meet projected water demands for the project. A wastewater letter was also received from the Beaumont Wastewater Treatment Plan No. 1, which stated that the treatment plant had adequate capacity to meet the projected wastewater produced by the project. No new or expanded water and wastewater services would be necessary to serve the project. The project applicant would be required to pay for connection fees to the BCVWD and Beaumont Wastewater Treatment Plant No. 1. For these reasons, the 2007 Project EIR determined that impacts to existing water and wastewater systems were less than significant.

Solid waste generated from the project would have gone to the Lamb Canyon Landfill, which had a permitted capacity of 34 million cubic yards and a proposed closing date of 2023. The project was also subject to the City's existing recycling program requiring the reduction in solid waste through the recycling of certain items during construction and operation, in conformance with AB 939. Waste Management of Inland Empire (WMIE), which is the waste collection and disposal contractor that services the City, would provide the project with dumpster recycling containers for a fee, and the project applicant would be required to recycle construction and demolition materials produced during construction of the project. With the payment of connection fees to the BCVWD system for water service and the Beaumont Wastewater Treatment Plant No. 1 for wastewater service, as well as compliance with the City recycling program, impacts to utilities and service systems were determined to be less than significant. Impacts to electricity, natural gas, and telecommunications systems were not analyzed. This is because in 2007 the Appendix G Checklist in the State CEQA Guidelines used to determine potential impacts from proposed projects did not include impact questions analyzing utilities such as electricity, natural gas, and telecommunications systems. Therefore, an impact determination was not made.

4.19.3 Project Specific Analysis

Utility services necessary to serve the project (both the retail and restaurant components) are currently available adjacent to the project site along rights-of-way such as Oak Valley Parkway. The proposed project is consistent with the general plan, and utility demand generated from the project was analyzed and anticipated in the 2020 General Plan EIR. On-site utility infrastructure necessary to serve the project would include water, wastewater, stormwater drainage, electricity, natural gas, and telecommunications systems. These connections would be installed within the proposed development. Lamb Canyon Landfill has a remaining capacity of 14.5 million tons and an anticipated close date of 2032. The current project would be a reduction in size compared to what was analyzed in the 2007 Project EIR. Therefore, it is anticipated that the BCVWD and Beaumont Wastewater Treatment Plant No. 1 would be able to accommodate the current project's proposed water and wastewater demand, respectively. It is also anticipated that SCE, SoCalGas, and telecommunications systems that service the City would have adequate capacity for the current project. The installation of water, sewer, drainage, electricity, natural gas, and telecommunications facilities would result in physical impacts to the surface and subsurface of infrastructure alignments. These impacts are considered to be part of the current project's construction phase and are evaluated throughout this CEQA Guidelines §15183 Compliance Memorandum accordingly. As demonstrated in the Memorandum, impacts associated with the current project's infrastructure improvements would be less than significant. There are no impacts to the environment associated with the current project's infrastructure improvements that have not already been addressed by the 2020 GPU EIR or the 2007 Project EIR. Therefore, there are no impacts that are peculiar to the project site; there are no direct or cumulatively-considerable impacts of the proposed project that were not already evaluated by the 2020 GPU EIR or 2007 Project EIR; and there are no new or more severe impacts to the environment beyond what was previously evaluated and disclosed by the 2020 GPU EIR or 2007 Project EIR.

4.20 WILDFIRE

If located in or near State responsibility areas or lands classified as very high fire hazard severity zones, would the project:	New Significant Impact	More Severe Impacts	New Ability to Substantially Reduce Significant Impact	No Substantial Change from Previous Analysis
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?				✓
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				✓
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				✓
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				✓

The 2020 GPU EIR and the 2007 project EIR evaluated the project site for impacts to Wildfire.

4.20.1 Applicable 2020 GPU EIR and 2007 Project EIR Mitigation Measures

Wildfire did not become a required stand-alone topic until 2018 and as a result was not included in the 2007 project EIR.

2020 GPU EIR Mitigation Measures: The 2020 GPU EIR did not include mitigation measures for Wildfire.

2007 Project EIR Mitigation Measures: The 2007 project EIR did not include mitigation measures for Wildfire.

4.20.2 Previous Significance Determinations

2020 GPU EIR

As shown in General Plan EIR Figure 5.20-1, the City limits are located within a Locally Responsible Area of the CAL FIRE's fire hazard map. A few pockets of the City (including the western portion of the project site) are located within a very high fire hazard zone, and a majority of the sphere of influence of the City is located within a very high fire hazard severity zone. The balance of the site is included in the high fire hazard zone. The City is required to comply with the County's Local Hazard Mitigation Plan, which manages emergency responses to a wide variety of natural and man-made hazards and contains additional policies related to wildfire management and prevention in the City's Safety Element. The Circulation Element ensures appropriate access and circulation throughout the City, including rapid response for emergency vehicles and evacuation. Goals 9.3, through 9.6 provide for updates for emergency services, support, and responses. The implementation of the Beaumont 2040 Plan would incorporate Goal 9.6 and Policies 3.1.13, 3.11.5 through 3.11.7, and 9.3.3 to reduce potential impacts of individual projects on existing wildfires due to slope, prevailing winds, and other factors that exacerbate risk.

Beaumont 2040 Plan Goal 9.5 and supporting Policies along with General Plan Policies 3.1.9, 7.1.8, 7.1.9, 7.2.2, 7.4.3, 9.4.4 all further the planning for infrastructure in terms of protection against wildfires. Implementation Plans S12, S13, S14 and S16 also address the need to plan for and consider wildfire risk related to important infrastructure plans. Beamont 2040 Plan Goal 8.5 and its supporting Policies, and General Plan Policies 3.1.6, 3.1.9, 3.1.12, 3.12.2, 3.12.3, 7.4.1, 7.4.3, all help to address and maintain open areas, preserve or discourage development in hillside areas, or drainages that can lead to flooding or downstream risk after fire events. For these reasons, it was determined that with regulatory compliance, the 2020 GPU EIR determined that buildout of the Planning Area in accordance with the Beaumont 2040 Plan would have a less than significant impact.

2007 PROJECT EIR

The 2007 Project EIR concluded that development of commercial uses on the project site would not expose people or structures to significant risks involving wildland fires. The most recent maps published by the County and CAL FIRE in 2000, the project site did not fall into an area prone to wildland fires and was not located in a fire hazard severity zone. Impacts regarding wildland fires were determined to be less than significant.

4.20.3 Project Specific Analysis

According to the most updated CAL FIRE wildfire maps, (March 24, 2025) the project site is not located in a State Responsibility Area (SRA) and is located within a Local Responsibility Area (LRA). for wildland fire hazards. 95% of the project site is located within a high fire hazard severity area and 5% (western portion) is located within a very high wildfire hazard severity area. As a result, the proposed project must comply with design and construction material requirements for those severity zones. Onsite topography is generally flat sloping towards Noble Creek and onsite vegetation is primarily non-native grassland.

Consistent with the 2020 GPU EIR and 2007 Project EIR, development of the current project would result in construction activities that could temporarily affect existing roadways, such as Oak Valley Parkway and the I-10 freeway. This could affect emergency response times or evacuation routes, as Oak Valley Parkway is identified as an evacuation route in Figure 5.8-3 of the 2020 GPU EIR. However, construction activities associated with the current project would be implemented in accordance with the Beaumont 2040 Plan Policy 9.4.5, which requires that new development provide access roads that allow both safe and efficient access of emergency equipment and community evacuation; and Implementation Measure S13, which requires new development provide emergency access (i.e., two viable points of ingress and egress) for emergency vehicles and evacuation in the event of a fire. Additionally, the proposed project would increase the number of people who may need to evacuate the project area in the event of an emergency. However, all roadway improvements proposed by the project would be constructed based on industry and City design standards, rules, and regulations. The project would also comply with the Fire Department requirements pertaining to access/egress to ensure adequate emergency access. The project would also be subject to the policies of the Beaumont 2040 Plan that govern adequate emergency vehicle response and evacuations. Therefore, there are no impacts that are peculiar to the project site; there are no direct or cumulatively-considerable impacts of the proposed project that were not already evaluated by the 2020 GPU EIR and 2007 Project EIR; and there are no new or more severe impacts to the environment beyond what was previously evaluated and disclosed by the 2020 GPU EIR and 2007 Project EIR.

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Appendix A

July 28, 2024 MSHCP JPR Amendment

RCA Joint Project Review (JPR)

JPR #: 07 03 12 02
Date: 12/10/07; clerical amendment 07/28/24

Project Information

Permittee:	**City of Beaumont**
Case Information:	**Oak Valley Village**
Site Acreage:	**66.1 acres (43.0 acres proposed for development)**
Portion of Site Proposed for MSHCP Conservation Area:	**23.1 acres (approximately 6.0 acres inside Criteria Area and 17.1 acres outside Criteria Area)**

Criteria Consistency Review

Consistency Conclusion: ***The project is consistent with both the Criteria and other Plan requirements.*** This amendment is clerical to reflect true acreages of proposed development and conservation. The original JPR did not include proposed conservation acreage outside of that suitable for Los Angeles Pocket Mouse. At the time of the original JPR Findings, coarse-level mapping and acreage were used. This amendment provides accurate acreage and placed what was deemed "Not A Part" or "Proposed Development" in the original mapping (Attachment 1: Exhibit C and Regional Map) into Proposed MSHCP Conservation, as originally planned. Red text denotes changes from original JPR, dated December 10, 2007 (Attachment 1).

Data:

Applicable Core/Linkage: Proposed Constrained Linkage 22

Area Plan: The Pass

APN	Sub-Unit	Cell Group	Cell
414-070-008	SU2 – Badlands/San Bernardino National Forest	Independent	940
414-080-001			
414-080-002			
414-080-003			
414-080-004			
414-080-005			
414-080-006			
414-090-019			

Comments:

a. Only approximately 12.5 acres of the 66-acre site are located in Cell 940. Conservation in Cell 940 will contribute to Proposed Constrained Linkage 22. Proposed Constrained Linkage 22 is comprised of the

portion of San Timoteo Creek extending west from I-10 to De Anza Cycle Park. This Linkage provides Habitat for certain species and a connection to Proposed Core Area 3 in the Badlands. This Linkage is constrained by I-10 to the east, San Timoteo Canyon Road and railroad tracks to the north, SR 60 to the south, and existing agricultural land uses within the City of Beaumont.

b. The dimensional data provided for Proposed Constrained Linkage 22 indicate a width ranging from 1,200 to 1,500 feet.

c. Approximately 18.4 acres of the 66-acre site are located in Cell 940. Conservation within this Cell will contribute to assembly of Proposed Constrained Linkage 22. Conservation within this Cell will focus on grassland, chaparral, and Riversidean alluvial fan sage scrub. Areas conserved within this Cell will be connected to grassland, chaparral, and Riversidean alluvial fan sage scrub Habitat proposed for conservation to the west in Cell #935. Conservation within this Cell will range from 30% to 40%, focusing on the southern portion of the Cell.

d. The project consists of the Oak Valley Village Commercial Development, which proposes to construct approximately 43.0 acres of a regional shopping center. The regional location of the project is illustrated in Exhibit A, MSHCP schematic cores and linkage are illustrated in Exhibit B, 1994 MSHCP baseline vegetation mapping is presented in Exhibit C, soil mapping is illustrated in Exhibit D, and Exhibit E provides the revised project details addressed in this clerical amendment. The Applicant has provided for approximately 6.0 acres of Conservation within the MSHCP Conservation Area; in addition, approximately 17.1 acres within Noble Creek associated with Los Angeles pocket mouse occupied habitat has been set aside outside of the Criteria Area. The Permittee will dedicate in fee title or as a conservation easement the 6.0 acres in Cell 940 and the 17.1 acres within Noble Creek but directly adjacent to Cell 940 to the Regional Conservation Authority, prior to receiving a grading permit. The project would not conflict with Reserve Assembly in this area.

Other Plan Requirements

Data:

Section 6.1.2 – Was Riparian/Riverine/Vernal Pool Mapping or Information Provided?

Yes. Riparian/riverine features were found on site (Noble Creek and Tributary A), but both areas are to be avoided by the proposed project. No areas supporting vernal pools or fairy shrimp were identified on site.

Section 6.1.3 – Was Narrow Endemic Plant Species Survey Information Provided?

Yes. The project site is located within a Narrow Endemic Plant Species Survey Area (NEPSSA) for Marvin's (Yucaipa) onion and many-stemmed dudleya; however, neither clay soils nor either of these two species were found on site during focused surveys.

Section 6.3.2 – Was Additional Species Survey Information Provided?

Yes. The project site is located within the burrowing owl and Los Angeles pocket mouse survey area.

Section 6.1.4 – Was Information Pertaining to Urban/Wildland Interface Guidelines Provided?

Yes. The project site is located near Conservation Areas.

Comments:

a. Section 6.1.2: Glenn Lukos Associates prepared an *MSHCP Assessment of Riparian/Riverine Areas* report dated November 9, 2007. The project site is described by GLA as having two features which meet the definition of riverine/riparian: Noble Creek and the lower portion of Tributary A. Two other features, described as Area A and Area B, do not meet the definition of riverine/riparian. No impacts to Noble Creek are proposed by the project. GLA explains, "The lower portion of Tributary A consists of a well-defined channel (1 to 6 feet wide) that exhibits a mostly unvegetated sandy bottom. Portions of the drainage does support several stands of southern willow scrub dominated by arroyo willow…and mule fat…scrub. Approximately 0.13 acre of streambed and associated riparian habitat is associated with the lower portion of Tributary A. Tributary A will not be disturbed if the Project is developed." Exhibit 3 of the November 2007 GLA report shows the locations of Noble Creek and the area defined as Tributary A. Area A is an area that GLA describes as "poorly defined…that does not support any riparian vegetation. This area consists of a topographic swale and does not contain a well-defined bed, bank, and channel, and does not exhibit any prominent physical indicators of flow." Area A is reported by GLA to be indistinguishable from the surrounding upland areas of the site and it conveys sheet flow, as do the surrounding upland areas. Area B is also described by GLA as being a topographic swale that is poorly defined and does not have a bed, bank, or channel. Because Area B is reported to convey sheet flow like the surrounding uplands and is indistinguishable from the surrounding area, GLA determined it was not a riverine resource. Habitat assessments for least Bell's vireo, southwestern flycatcher, and western yellow-billed cuckoo determined there were none of these species in the mapped willow/mulefat areas. No areas supporting vernal pools or fairy shrimp Habitat were identified on the sandy loam soils mapped on site. Based on the materials submitted, the project demonstrates compliance with Section 6.1.2 of the MSHCP.

b. Section 6.1.3: The project site is located in a NEPSSA survey area for Marvin's (Yucaipa) onion and many-stemmed dudleya. No mapped clay soils were identified on site and neither of these plant species

were identified on site during focused surveys. Based on the materials submitted, the project demonstrates compliance with Section 6.1.3 of the MSHCP.

c. Section 6.3.2: The site is located in a burrowing owl and Los Angeles pocket mouse (LAPM) survey area. Thomas Leslie Corporation determined that the site supported suitable habitat for the burrowing owl, and, therefore, conducted breeding season surveys in May 2006. No burrowing owls, sign, or burrows were identified during these focused surveys. Trapping surveys for LAPM were conducted in July and November 2005. Live specimens were trapped during those surveys. Approximately 18 acres of occupied habitat were identified. Based on this, the project was redesigned to avoid 90% (impacting approximately 2 acres) of the occupied habitat with long-term conservation value. The remaining approximately 16 acres of LAPM habitat is being Conserved. The project demonstrates compliance with Section 6.3.2 of the MSHCP.

d. Section 6.1.4: To preserve the integrity of areas dedicated as MSHCP Conservation Areas that are proposed to occur adjacent to development, the guidelines contained in Section 6.1.4 related to controlling adverse effects for development adjacent to the MSHCP Conservation Area should be considered by the Permittee in their actions relative to the project. Specifically, the Permittee should include as project conditions of approval the following measures:

i. Incorporate measures to control the quantity and quality of runoff from the site entering the MSHCP Conservation Area. In particular, measures shall be put in place to avoid discharge of untreated surface runoff from developed and paved areas into the MSHCP Conservation Area. The greatest risk is to riparian Habitats north of the project site.

ii. Land uses proposed in proximity to the MSHCP Conservation Area that use chemicals or generate bioproducts, such as manure, that are potentially toxic or may adversely affect wildlife species, habitat, or water quality shall incorporate measures to ensure that application of such chemicals does not result in discharge to the MSHCP Conservation Area. The greatest risk is from landscaping fertilization overspray and runoff.

iii. Night lighting shall be directed away from the MSHCP Conservation Area to protect species within the MSHCP Conservation Area from direct night lighting. Shielding shall be incorporated in project designs to ensure ambient lighting in the MSHCP Conservation Area is not increased. In this instance, focused Habitat occurs in close proximity to the west, south, and southeast; shielding should focus on these areas.

iv. Proposed noise-generating land uses affecting the MSHCP Conservation Area shall incorporate setbacks, berms, or walls to minimize the effects of noise on MSHCP Conservation Area resources pursuant to applicable rules, regulations, and guidelines related to land use noise standards.

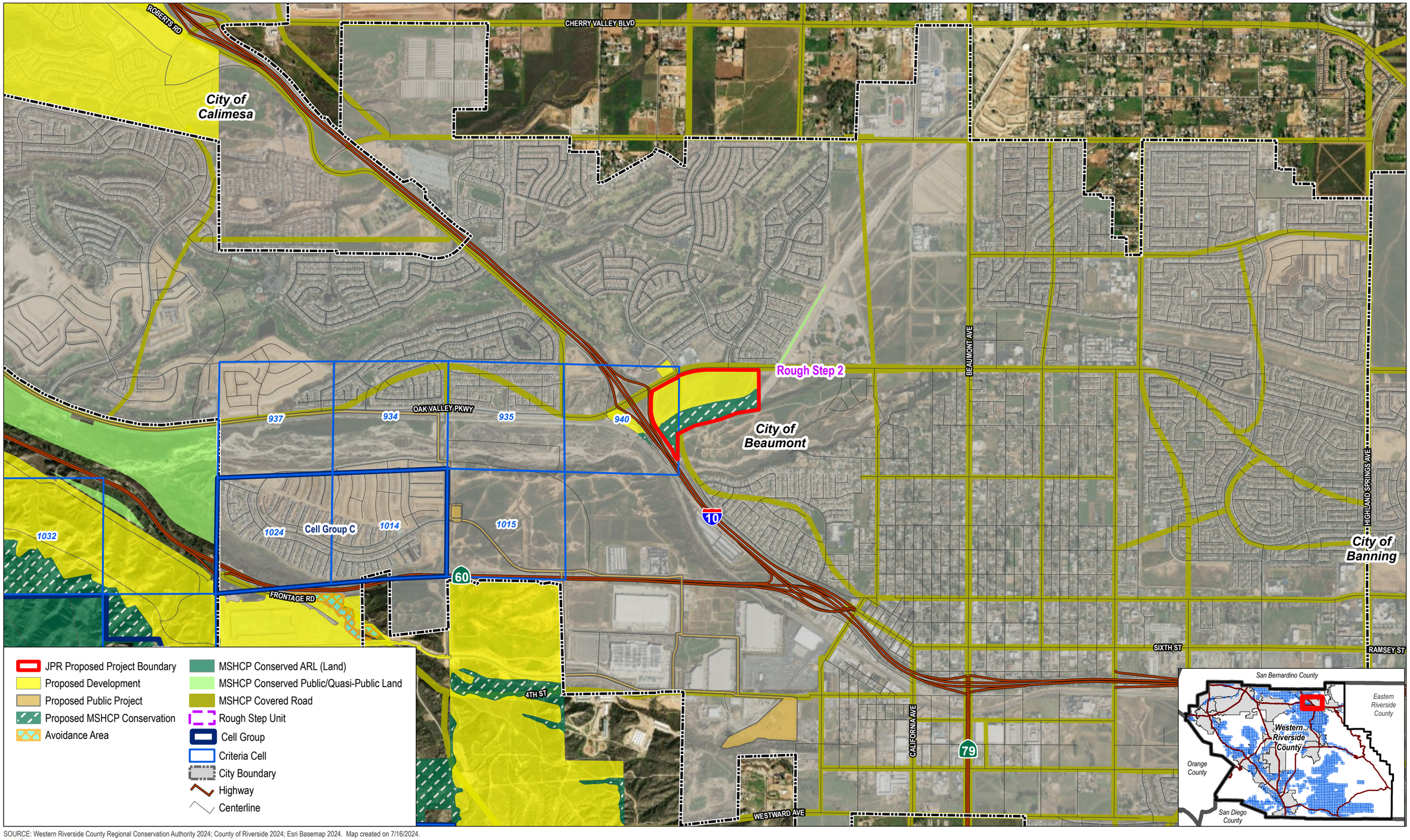
v. Consider the invasive, non-native plant species listed in *Table 6-2* of the MSHCP in approving landscape plans to avoid the use of invasive species for the portions of the project that are adjacent to the MSHCP Conservation Area. Considerations in reviewing the applicability of this list shall include proximity of planting areas to the MSHCP Conservation Areas, species considered in the

planting plans, resources being protected within the MSHCP Conservation Area and their relative sensitivity to invasion, and barriers to plant and seed dispersal, such as walls, topography, and other features.

vi. Proposed land uses adjacent to the MSHCP Conservation Area shall incorporate barriers, where appropriate, in individual project designs to minimize unauthorized public access, domestic animal predation, illegal trespass, or dumping into the MSHCP Conservation Areas. Such barriers may include native landscaping, rocks/boulders, fencing, walls, signage, and/or other appropriate mechanisms.

vii. Manufactured slopes associated with the proposed site development shall not extend into the MSHCP Conservation Area.

SNS/TC



SOURCE: Western Riverside County Regional Conservation Authority 2024; County of Riverside 2024; Esri Basemap 2024. Map created on 7/16/2024.

Regional Conservation Authority

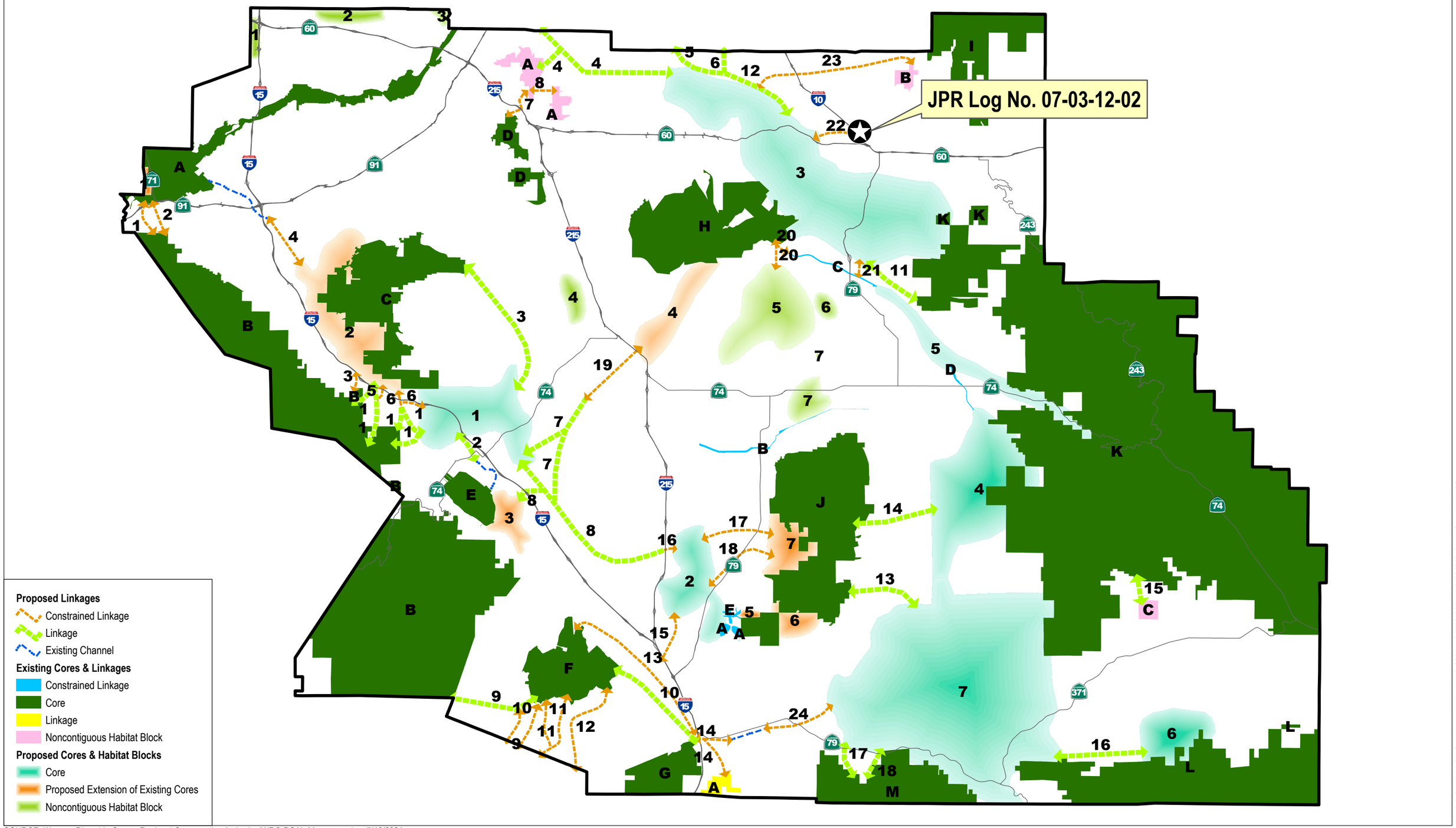
RC14010092
Permittee: City of Beaumont
Oak Valley Village

0 1,000 2,000 Feet

EXHIBIT A

JPR Log No. 07-03-12-02- Regional

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SOURCE: Western Riverside County Regional Conservation Authority (WRC-RCA). Map created on 7/16/2024

RC14010092
Permittee: City of Beaumont
Oak Valley Village

0 2 4 Miles

EXHIBIT B

JPR Log No. 07-03-12-02 - Vicinity Map with MSHCP Schematic Cores and Linkages

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ROUGHSTEP 2

OAK VALLEY PKWY

OAK VALLEY PKWY

935

940

JPR Proposed Project Boundary

Criteria Cell

Vegetation Types

Highway

Centerline

Agricultural Land

Chaparral

Developed or Disturbed Land

Grassland

Riversidean Alluvial Fan Sage Scrub

*Vegetation type that occur within the JPR Proposed Project Boundary

SOURCE: WRC-RCA MSHCP Baseline Vegetation (1994). Map created on 7/16/2024.

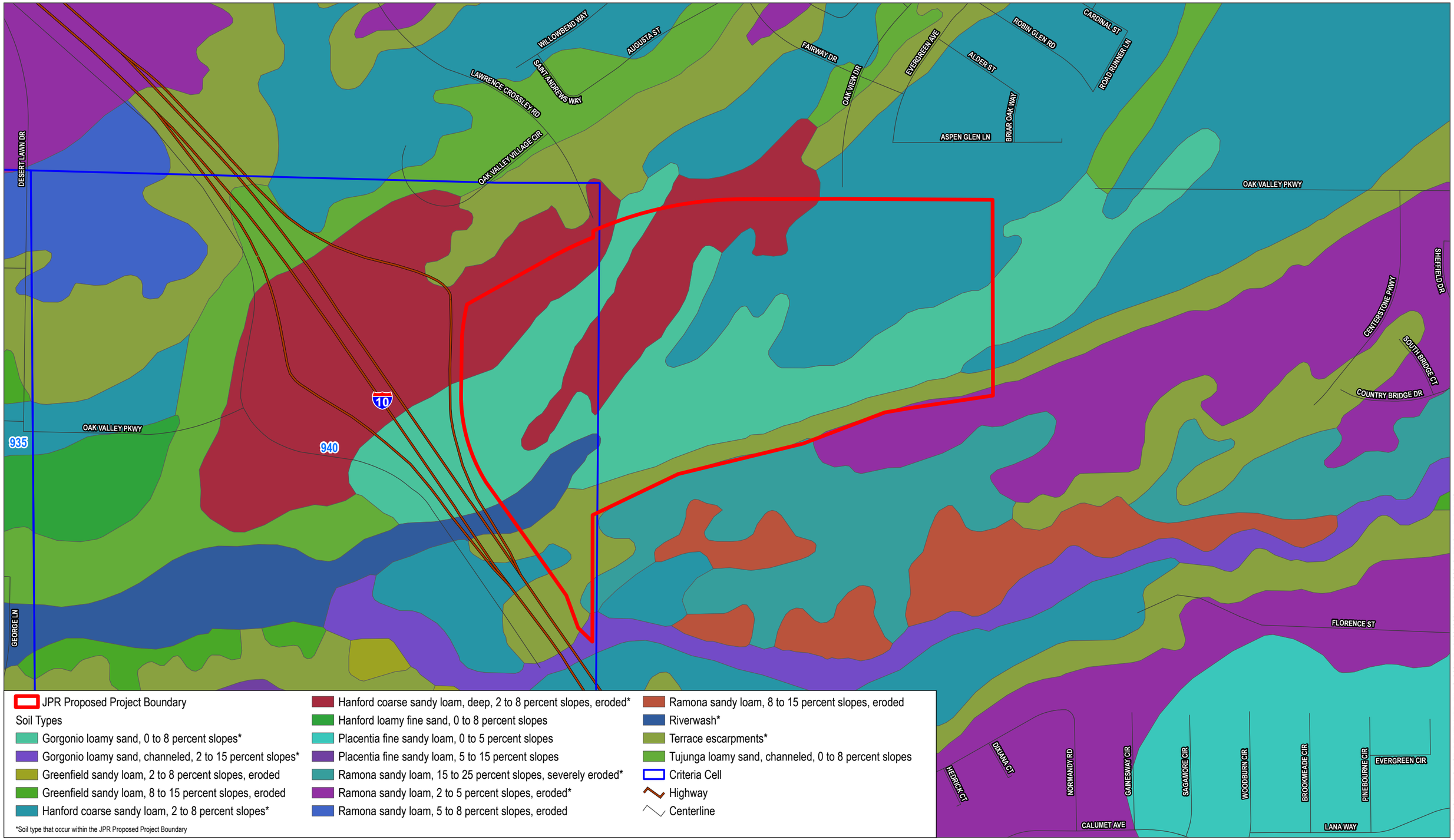
RC14010092
Permittee: City of Beaumont
Oak Valley Village

0 500 1,000 Feet

EXHIBIT C

JPR Log No. 07-03-12-02- MSHCP 1994 Baseline Vegetation

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JPR Proposed Project Boundary

Soil Types

- Gorgonio loamy sand, 0 to 8 percent slopes*
- Gorgonio loamy sand, channeled, 2 to 15 percent slopes*
- Greenfield sandy loam, 2 to 8 percent slopes, eroded
- Greenfield sandy loam, 8 to 15 percent slopes, eroded
- Hanford coarse sandy loam, 2 to 8 percent slopes*
- Hanford coarse sandy loam, deep, 2 to 8 percent slopes, eroded*
- Hanford loamy fine sand, 0 to 8 percent slopes
- Placentia fine sandy loam, 0 to 5 percent slopes
- Placentia fine sandy loam, 5 to 15 percent slopes
- Ramona sandy loam, 15 to 25 percent slopes, severely eroded*
- Ramona sandy loam, 2 to 5 percent slopes, eroded*
- Ramona sandy loam, 5 to 8 percent slopes, eroded
- Ramona sandy loam, 8 to 15 percent slopes, eroded
- Riverwash*
- Terrace escarpments*
- Tujunga loamy sand, channeled, 0 to 8 percent slopes
- Criteria Cell
- Highway
- Centerline

*Soil type that occur within the JPR Proposed Project Boundary

SOURCE: Western Riverside County Regional Conservation Authority 2024; County of Riverside 2024; USDA/NRCS Soils 2022

RC14010092
Permittee: City of Beaumont
Oak Valley Village

0 500 1,000 Feet

EXHIBIT D

JPR Log No. 07-03-12-02- Soil

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SOURCE: Western Riverside County Regional Conservation Authority 2024; County of Riverside 2024; Esri Basemap 2024. Map created on 7/16/2024.

RC14010092
Permittee: City of Beaumont
Oak Valley Village

0 500 1,000 Feet

EXHIBIT E

JPR Log No. 07-03-12-02- Project Detail

ATTACHMENT 1: ORIGINAL JPR

RCA Joint Project Review (JPR)

JPR #: 07 03 12 02
Date: 12/10/07

Project Information

Permittee:	**City of Beaumont**
Case Information:	**Oak Valley Village**
Site Acreage:	**40 acres**
Portion of Site Proposed for MSHCP Conservation Area:	**3 acres (approximately 16 acres also proposed outside Criteria Area)**

Criteria Consistency Review

Consistency Conclusion: ***The project is consistent with both the Criteria and other Plan requirements.***

Data:

Applicable Core/Linkage: Proposed Constrained Linkage 22

Area Plan: The Pass

APN	Sub-Unit	Cell Group	Cell
414-070-008 414-080-001 414-080-002 414-080-003 414-080-004 414-080-005 414-080-006 414-090-019	SU2 – Badlands/San Bernardino National Forest	Independent	940

Comments:

a. Only approximately 18 acres of the 40-acre site are located in Cell 940. Conservation in Cell 940 will contribute to Proposed Constrained Linkage 22. Proposed Constrained Linkage 22 is comprised of the portion of San Timoteo Creek extending west from I-10 to De Anza Cycle Park. This Linkage provides Habitat for certain species and a connection to Proposed Core Area 3 in the Badlands. This Linkage is constrained by I-10 to the east, San Timoteo Canyon Road and railroad tracks to the north, SR 60 to the south, and existing agricultural land uses within the City of Beaumont.

b. The dimensional data provided for Proposed Constrained Linkage 22 indicate a width ranging from 1,200 to 1,500 feet.

c. Approximately 18 acres of the 40-acre site are located in Cell 940. Conservation within this Cell will contribute to assembly of Proposed Constrained Linkage 22. Conservation within this Cell will focus on grassland, chaparral, and Riversidean alluvial fan sage scrub. Areas conserved within this Cell will be

connected to grassland, chaparral, and Riversidean alluvial fan sage scrub Habitat proposed for conservation to the west in Cell #935. Conservation within this Cell will range from 30% to 40%, focusing on the southern portion of the Cell.

d. The project consists of the Oak Valley Village Commercial Development, which proposes to construct approximately 40 acres of a regional shopping center. The Applicant has provided for approximately 3 acres of Conservation within the MSHCP Conservation Area; in addition, approximately 16 acres within Noble Creek associated with Los Angeles pocket mouse occupied habitat has been set aside outside of the Criteria Area. The Permittee indicates the portion of the site conserved outside of the Criteria Area will either be recorded as a Conservation easement, or will be dedicated to a resource Conservation district. The project would not conflict with Reserve Assembly in this area, as it is located in the far eastern portion of Cell, away from areas in the southern portion of the Cell that are identified for Conservation.

Other Plan Requirements

Data:

Section 6.1.2 – Was Riparian/Riverine/Vernal Pool Mapping or Information Provided?

Yes. Riparian/riverine features were found on site (Noble Creek and Tributary A), but both areas are to be avoided by the proposed project. No areas supporting vernal pools or fairy shrimp were identified on site.

Section 6.1.3 – Was Narrow Endemic Plant Species Survey Information Provided?

Yes. The project site is located within a Narrow Endemic Plant Species Survey Area (NEPSSA) for Marvin's (Yucaipa) onion and many-stemmed dudleya; however, neither clay soils nor either of these two species were found on site during focused surveys.

Section 6.3.2 – Was Additional Species Survey Information Provided?

Yes. The project site is located within the burrowing owl and Los Angeles pocket mouse survey area.

Section 6.1.4 – Was Information Pertaining to Urban/Wildland Interface Guidelines Provided?

Yes. The project site is located near Conservation Areas.

Comments:

a. Section 6.1.2: Glenn Lukos Associates prepared an *MSHCP Assessment of Riparian/Riverine Areas* report dated November 9, 2007. The project site is described by GLA as having two features which meet the definition of riverine/riparian: Noble Creek and the lower portion of Tributary A. Two other features, described as Area A and Area B, do not meet the definition of riverine/riparian. No impacts to Noble Creek are proposed by the project. GLA explains, "The lower portion of Tributary A consists of a well-defined channel (1 to 6 feet wide) that exhibits a mostly unvegetated sandy bottom. Portions of the drainage does support several stands of southern willow scrub dominated by arroyo willow…and mule fat…scrub. Approximately 0.13 acre of streambed and associated riparian habitat is associated with the lower portion of Tributary A. Tributary A will not be disturbed if the Project is developed." Exhibit 3 of the November 2007 GLA report shows the locations of Noble Creek and the area defined as Tributary A. Area A is an area that GLA describes as "poorly defined…that does not support any riparian vegetation. This area consists of a topographic swale and does not contain a well-defined bed, bank, and channel, and does not exhibit any prominent physical indicators of flow." Area A is reported by GLA to be indistinguishable from the surrounding upland areas of the site and it conveys sheet flow, as do the surrounding upland areas. Area B is also described by GLA as being a topographic swale that is poorly defined and does not have a bed, bank, or channel. Because Area B is reported to convey sheet flow like the surrounding uplands and is indistinguishable from the surrounding area, GLA determined it was not a riverine resource. Habitat assessments for least Bell's vireo, southwestern flycatcher, and western yellow-billed cuckoo determined there were none of these species in the mapped willow/mulefat areas. No areas supporting vernal pools or fairy shrimp Habitat were identified on the sandy loam soils mapped on site. Based on the materials submitted, the project demonstrates compliance with Section 6.1.2 of the MSHCP.

b. Section 6.1.3: The project site is located in a NEPSSA survey area for Marvin's (Yucaipa) onion and many-stemmed dudleya. No mapped clay soils were identified on site and neither of these plant species were identified on site during focused surveys. Based on the materials submitted, the project demonstrates compliance with Section 6.1.3 of the MSHCP.

c. Section 6.3.2: The site is located in a burrowing owl and Los Angeles pocket mouse (LAPM) survey area. Thomas Leslie Corporation determined that the site supported suitable habitat for the burrowing owl, and, therefore, conducted breeding season surveys in May 2006. No burrowing owls, sign, or burrows were identified during these focused surveys. Trapping surveys for LAPM were conducted in July and November 2005. Live specimens were trapped during those surveys. Approximately 18 acres of occupied habitat were identified. Based on this, the project was redesigned to avoid 90% (impacting approximately 2 acres) of the occupied habitat with long-term conservation value. The remaining approximately 16 acres of LAPM habitat is being Conserved. The project demonstrates compliance with Section 6.3.2 of the MSHCP.

d. Section 6.1.4: To preserve the integrity of areas dedicated as MSHCP Conservation Areas that are proposed to occur adjacent to development, the guidelines contained in Section 6.1.4 related to

controlling adverse effects for development adjacent to the MSHCP Conservation Area should be considered by the Permittee in their actions relative to the project. Specifically, the Permittee should include as project conditions of approval the following measures:

i. Incorporate measures to control the quantity and quality of runoff from the site entering the MSHCP Conservation Area. In particular, measures shall be put in place to avoid discharge of untreated surface runoff from developed and paved areas into the MSHCP Conservation Area. The greatest risk is to riparian Habitats north of the project site.

ii. Land uses proposed in proximity to the MSHCP Conservation Area that use chemicals or generate bioproducts, such as manure, that are potentially toxic or may adversely affect wildlife species, habitat, or water quality shall incorporate measures to ensure that application of such chemicals does not result in discharge to the MSHCP Conservation Area. The greatest risk is from landscaping fertilization overspray and runoff.

iii. Night lighting shall be directed away from the MSHCP Conservation Area to protect species within the MSHCP Conservation Area from direct night lighting. Shielding shall be incorporated in project designs to ensure ambient lighting in the MSHCP Conservation Area is not increased. In this instance, focused Habitat occurs in close proximity to the west, south, and southeast; shielding should focus on these areas.

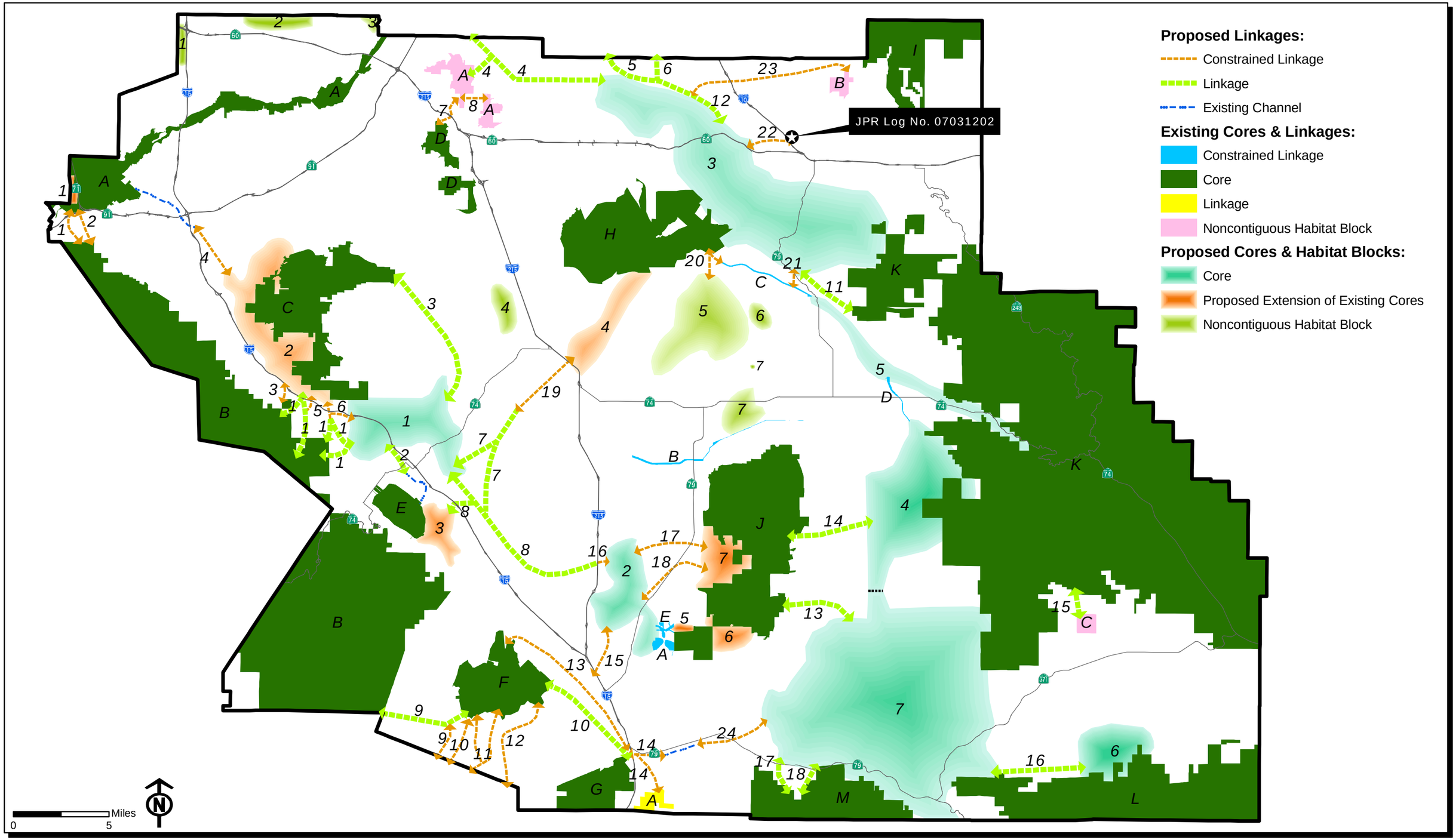
iv. Proposed noise-generating land uses affecting the MSHCP Conservation Area shall incorporate setbacks, berms, or walls to minimize the effects of noise on MSHCP Conservation Area resources pursuant to applicable rules, regulations, and guidelines related to land use noise standards.

v. Consider the invasive, non-native plant species listed in *Table 6-2* of the MSHCP in approving landscape plans to avoid the use of invasive species for the portions of the project that are adjacent to the MSHCP Conservation Area. Considerations in reviewing the applicability of this list shall include proximity of planting areas to the MSHCP Conservation Areas, species considered in the planting plans, resources being protected within the MSHCP Conservation Area and their relative sensitivity to invasion, and barriers to plant and seed dispersal, such as walls, topography, and other features.

vi. Proposed land uses adjacent to the MSHCP Conservation Area shall incorporate barriers, where appropriate, in individual project designs to minimize unauthorized public access, domestic animal predation, illegal trespass, or dumping into the MSHCP Conservation Areas. Such barriers may include native landscaping, rocks/boulders, fencing, walls, signage, and/or other appropriate mechanisms.

vii. Manufactured slopes associated with the proposed site development shall not extend into the MSHCP Conservation Area.

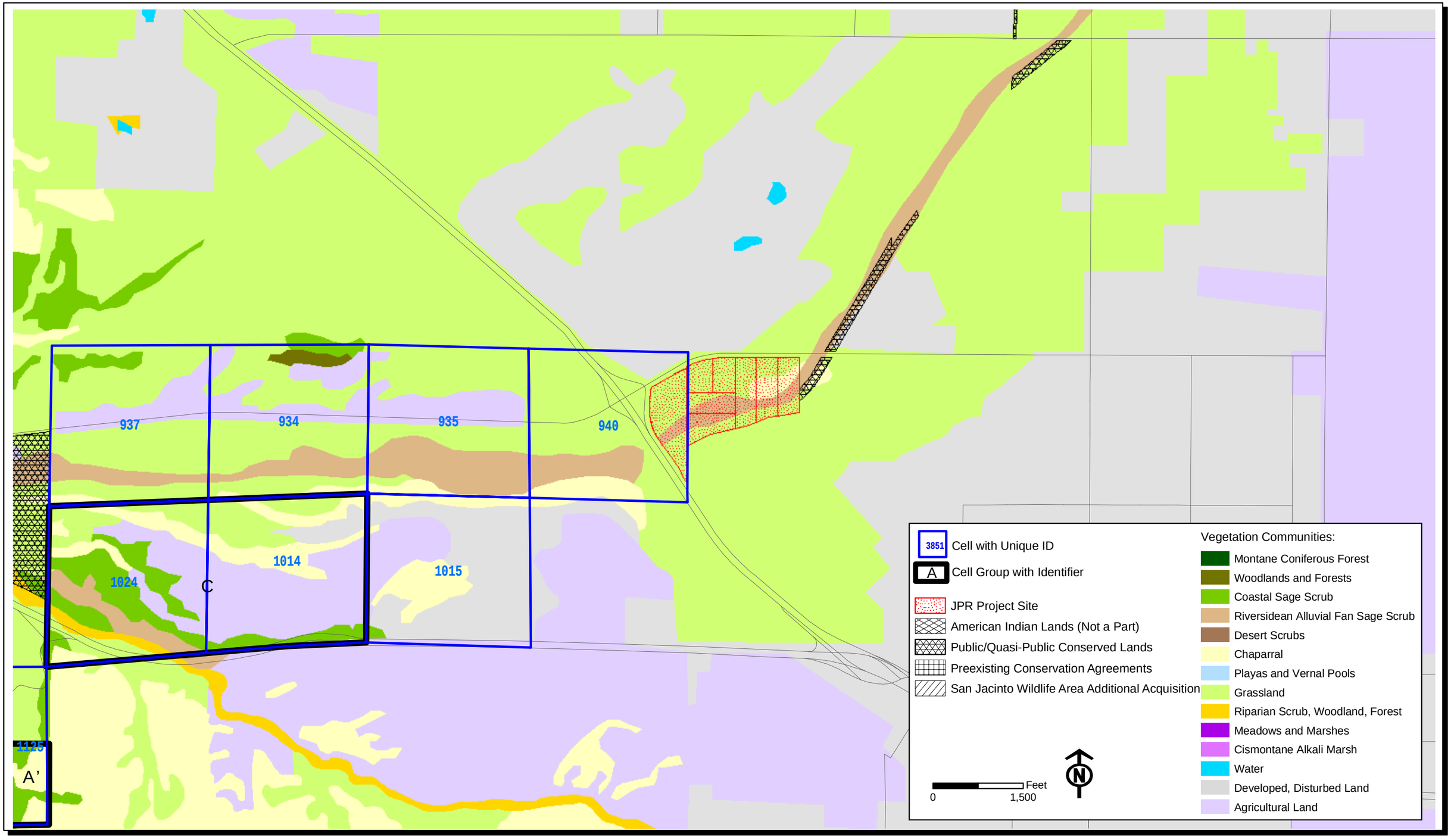
SNS



JPR Log No. 07031202

Vicinity Map with MSHCP Schematic Cores and Linkages

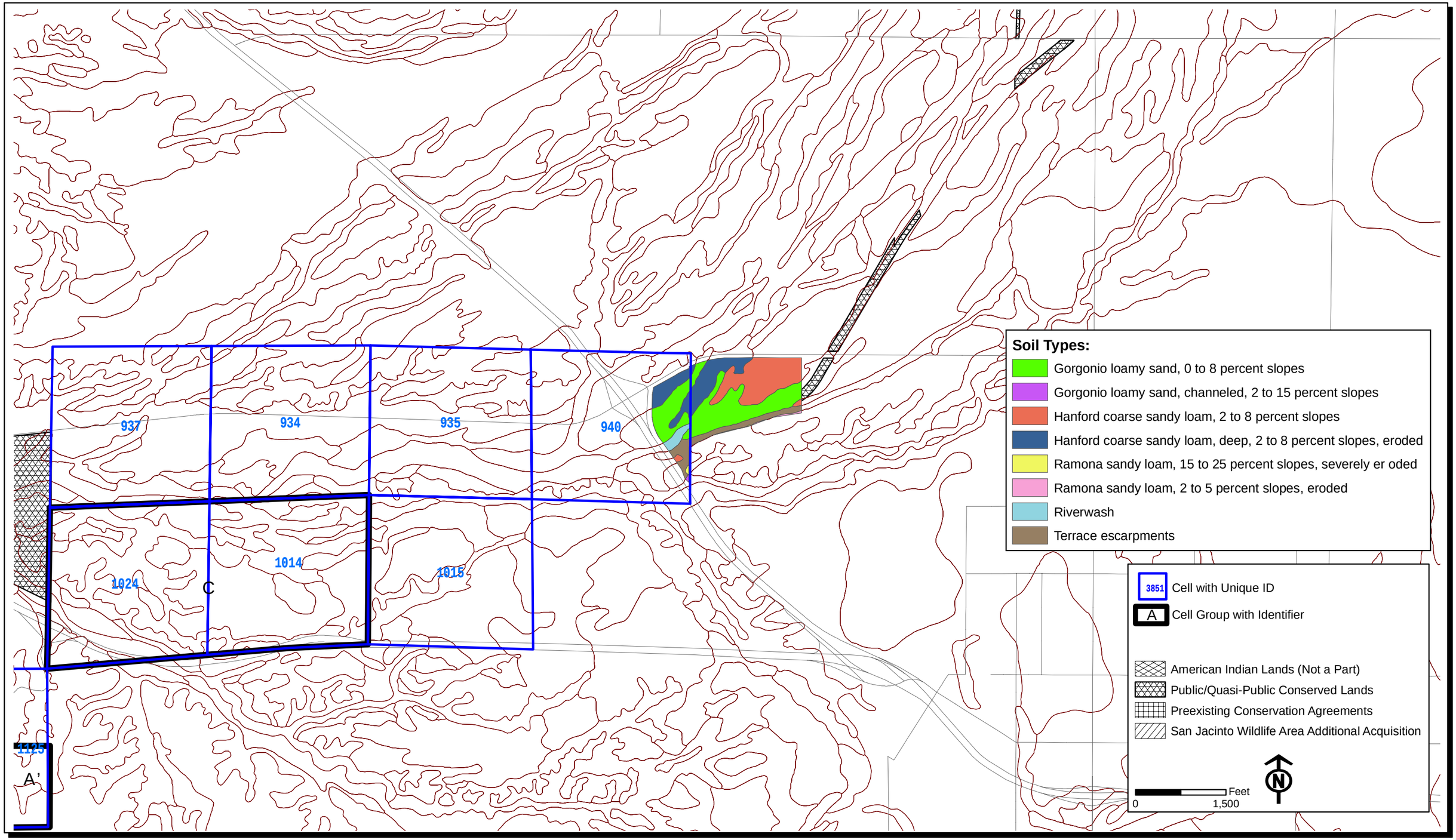
EXHIBIT A



JPR Log No. 07031202

Criteria Area Cells with MSHCP Vegetation and Project Location

EXHIBIT B



JPR Log No. 07031202

Criteria Area Cells with MSHCP Soils and Project Location

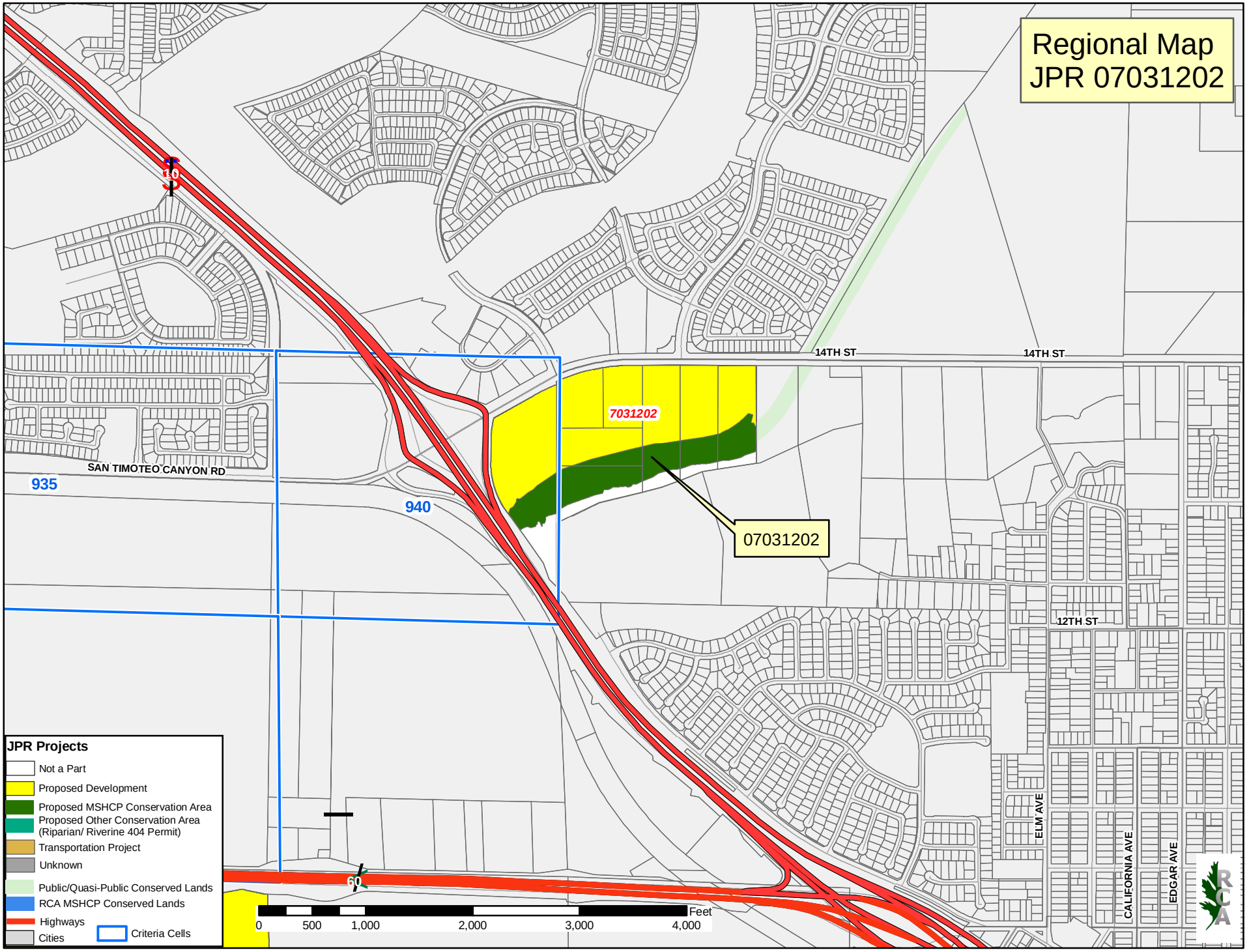
EXHIBIT D



JPR Log No. 07031202

Criteria Area Cells with Aerial Photograph and Proposed Project Impacts

EXHIBIT
C


Regional Map
JPR 07031202
10
14TH ST
14TH ST
7031202
SAN TIMOTEO CANYON RD
935
940
07031202
12TH ST
ELM AVE
CALIFORNIA AVE
EDGAR AVE
60
JPR Projects
Not a Part
Proposed Development
Proposed MSHCP Conservation Area
Proposed Other Conservation Area (Riparian/ Riverine 404 Permit)
Transportation Project
Unknown
Public/Quasi-Public Conserved Lands
RCA MSHCP Conserved Lands
Highways
Cities
Criteria Cells
0 500 1,000 2,000 3,000 4,000
Feet
RCA

Appendix B

Focused Traffic Circulation Analysis

LLG

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Irvine, CA 92614
949.825.6175 t
949.825.5939 f
www.llgengineers.com

Pasadena
Irvine
San Diego

March 19, 2025

Mr. Chris Sanchez
Regency Centers
420 Stevens Avenue, Suite 320
Solana Beach, CA 92075

LLG Reference: 2.25.4911.1

Subject: **Focused Traffic Circulation Analysis for the Proposed Oak Valley Village Project**
Beaumont, California

Dear Mr. Sanchez:

Linscott, Law & Greenspan, Engineers (LLG) is pleased to submit this Focused Traffic Impact Analysis for the proposed Oak Valley Village Project (herein referred to as "Project"), generally located on the southeast corner of the I-10 Freeway and Oak Valley Parkway in the City of Beaumont, California. ***Figure 1*** presents a Vicinity Map, which illustrates the general location of the project site and depicts the surrounding street system, and ***Figure 2*** presents an existing site aerial. As presented in *Figure 2*, the site is currently vacant.

The Project site was previously entitled and analyzed in the *Oak Valley Village Traffic Impact Study*, prepared by RK Engineering Group, Inc., dated January 23, 2007. This Focused Traffic Impact Analysis will determine if the proposed Project is consistent with the findings of the previous traffic impact study. Furthermore, this analysis satisfy the *Traffic Impact Analysis Guidelines for the City of Beaumont (July 2024)* and will focus to eight (8) study intersections along Oak Valley Parkway consistent with the study area analyzed in the RK traffic impact study.

Appendix A contains the relevant excerpts from the approved RK traffic impact study that are referenced in this report.

Included in this focused traffic impact analysis are the following:

1) Existing traffic counts,
2) Estimated Project traffic generation/distribution/assignment,
3) AM and PM peak hour analyses for existing traffic conditions,

David S. Shender, PE
John A. Boarman, PE
Richard E. Barretto, PE
Keil D. Maberry, PE
KC Yellapu, PE
Dave Roseman, PE
Shankar Ramakrishnan, PE
Daniel A. Kloos, PE

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4) AM and PM peak hour analyses for existing with ambient growth to the Year 2030 without and with Project traffic conditions,
5) Recommended Improvements (if any), and
6) Site access and internal circulation evaluation

Our method of analysis, findings, and recommendations are detailed in the following sections of this letter report.

PROJECT DESCRIPTION

Entitled Project

The Project site has a currently entitled land use of 273,001 square-foot (SF) of shopping center, as analyzed in the previous traffic impact study. It should be noted that the previous entitlement technically includes an additional 168,708 SF associated with a proposed home improvement superstore, but was excluded from this traffic analysis since the currently proposed Project excludes this portion of the entitled Project site.

Proposed Project

Figure 3 presents the proposed site plan, prepared by Nadel. As shown in *Figure 3*, the proposed Project will consist of a 279,941 SF shopping center.

Access for the Project site will be provided via two (2) full-access signalized driveways, at the existing intersections of Golf Club Drive at Oak Valley Parkway and Oak Valley Plaza at Oak Valley Parkway. In addition, a right-in only unsignalized driveway will be located along the south side of Oak Valley Parkway between the I-10 Westbound Ramps and Golf Club Drive.

EXISTING TRAFFIC CONDITIONS

Existing Lane Geometrics

Figure 4 presents an inventory of the existing roadway conditions for the eight (8) key study intersections. This figure identifies the number of travel lanes for key arterials, as well as intersection configurations and controls for the key area study intersections.

Existing Public Transit

The City of Beaumont Transit System provides public transit services in the vicinity of the proposed Project. A description of the transit services within the Project vicinity is described below:

Route 7-1:

- Route 7-1 provides service to Tournament Hills, Fairway Canyon, Cherry Valley, Beaumont High School, Mountain View Middle School, San Gorgonio Middle School, Oak Valley shopping center, and connecting routes.
- During the weekday, Route 7-1 operates during the AM and PM peak hours only.

The current bus stop nearest to the Project site is located east of the intersection of Golf Club Drive at Oak Valley Parkway.

Existing Traffic Volumes
AM peak hour and PM peak hour traffic counts were collected by Counts Unlimited on February 6, 2025 at the eight (8) key study intersections. ***Figures 5*** and ***6*** illustrate the existing AM and PM peak hour traffic volumes at the eight (8) key study intersections, respectively.

Appendix B contains the detailed peak hour traffic count sheets for the eight (8) key study intersections.

LEVEL OF SERVICE METHODOLOGY

In conformance with City of Beaumont requirements, AM and PM peak hour operating conditions for the signalized and unsignalized intersections were evaluated using the *Highway Capacity Manual 7th Edition* (HCM 7) methodology.

Highway Capacity Manual (HCM 7) Method of Analysis (Signalized Intersections)
AM peak hour and PM peak hour operating conditions for the key study intersections were evaluated using the HCM operations method of analysis. Based on the HCM operations method of analysis, level of service for signalized intersections and approaches is defined in terms of control delay, which is a measure of the increase in travel time due to traffic signal control, driver discomfort, and fuel consumption. Control delay includes the delay associated with vehicles slowing in advance of an intersection, the time spent stopped on an intersection approach, the time spent as vehicles move up in the queue, and the time needed for vehicles to accelerate to their desired speed. LOS criteria for traffic signals are stated in terms of the control delay in seconds per vehicle. The LOS thresholds established for the automobile mode at a signalized intersection are shown in ***Table 1***.

Highway Capacity Manual (HCM 7) Method of Analysis (Unsignalized Intersections)
The HCM 7 unsignalized methodology for stop-controlled intersections was utilized for the analysis of the unsignalized intersections. This methodology estimates the

average control delay for each of the subject movements and determines the level of service for each movement. For all-way stop controlled intersections, the overall average control delay measured in seconds per vehicle, and level of service is then calculated for the entire intersection. For one-way and two-way stop-controlled (minor street stop-controlled) intersections, this methodology estimates the worst side street delay, measured in seconds per vehicle and determines the level of service for that approach. The HCM control delay value translates to a LOS estimate, which is a relative measure of the intersection performance. The six qualitative categories of Level of Service have been defined along with the corresponding HCM control delay value range, as shown in ***Table 2***.

LEVEL OF SERVICE STANDARDS AND IMPACT CRITERIA

The relative impact of the proposed Project during the AM peak hour and PM peak hour was evaluated based on analysis of future operating conditions at the key study intersections with the proposed Project. The previously discussed capacity analysis procedures were utilized to investigate the future delay and service level characteristics at each study intersection. The significance of the potential impacts of the Project at each key intersection was then evaluated using the following traffic impact criteria.

Signalized Intersection Operating Requirements

- Any signalized study intersection operating at an acceptable LOS without project traffic in which the addition of project traffic causes the intersection to degrade to an unacceptable LOS shall identify improvements to improve operations back to acceptable.
- Any signalized study intersection that is operating unacceptably without project traffic where the project increases delay by 5.0 or more seconds shall identify improvements to offset the increase in delay.

The City defines acceptable LOS as noted below:

- LOS C for any study facility located on or west of Pennsylvania Avenue AND south of I-10 (e.g. LOS C for the southwest portion of the City)
- LOS D at all other locations in the City.

Unsignalized Intersection Operating Requirements

An operation improvement would be required if the study determines that either section A) or both sections B) and C) occur:

A) The addition of project related traffic causes the intersection to degrade from an acceptable LOS to an unacceptable LOS (see definition above related to what the City defines as acceptable).

OR

B) The Project adds 5.0 seconds or more of delay to an intersection that is already projected to operate without project traffic at an unacceptable LOS,

AND

C) The intersection meets the peak hour traffic signal warrant after the addition of project traffic.

If the conditions above are satisfied, improvements should be identified that achieve the following:

- An acceptable LOS for case A) or to pre-project LOS and delay for case B) above.

PROJECT TRAFFIC CHARACTERISTICS

Project Trip Generation

Traffic generation is expressed in vehicle trip ends, defined as one-way vehicular movements, either entering or exiting the generating land use. Generation equations and/or rates used in the traffic forecasting procedure are typically found in the 11th Edition of *Trip Generation*, published by the Institute of Transportation Engineers (ITE) [Washington D.C., 2021]. It should be noted that the entitled trip generation forecast is based on the Trip Generation table (Table 3) contained in the approved RK Traffic Impact Study.

Table 3, attached, summarizes the trip generation rates used in forecasting the vehicular trips generated for the entitled land use and the proposed Project and also presents the forecast peak hour and daily traffic volumes. As shown in the upper portion of *Table 3*, the trip generation potential of the proposed Project was estimated using the using ITE Land Use 820: Shopping Plaza Greater than 150k trip generation equations.

Review of the middle portion of *Table 3* indicates that the entitled land use was forecast to generate 10,436 net daily trips, with 229 net trips (139 inbound, 90 outbound) produced in the AM peak hour and 972 net trips (466 inbound, 506 outbound) produced in the PM peak hour on a “typical” weekday (Based on Table 3 of the approved RK Traffic Impact Study). It should be noted that the aforementioned

overall entitled land use trip generation includes adjustments for pass-by to account for trips that are already in the everyday traffic stream on the adjoining streets (i.e. Oak Valley Parkway) and will stop as they pass by the Project site as a matter of convenience on their path to another destination.

Review of the lower portion of *Table 3* indicates that the proposed Project is forecast to generate 10,538 net daily trips, with 239 net trips (148 inbound, 91 outbound) produced in the AM peak hour and 947 net trips (454 inbound, 493 outbound) produced in the PM peak hour on a "typical" weekday. It should be noted that these proposed Project trips also include adjustments for pass-by consistent with the approved RK Traffic Impact Study. The potential impact of these proposed Project trips are assessed in this traffic study.

As shown at the bottom of *Table 3*, comparison of the trips generated by the existing entitled land use as shown in the previous traffic impact study to the trips generated by the proposed Project shows that the proposed Project will generate 102 greater net daily trips, 10 greater net AM peak hour trips, and 25 fewer net PM peak hour trips.

Trip Distribution and Assignment

Figure 7 presents the traffic distribution pattern for the proposed Project. Project traffic volumes both entering and exiting the site have been distributed and assigned to the adjacent street system based on the following considerations:

- the site's proximity to major traffic carriers and regional access routes,
- the site's proximity to residential development in the area,
- expected localized traffic flow patterns based on adjacent street channelization, and presence of traffic signals,
- **the previously approved traffic impact study, and**
- ingress/egress availability at the Project site.

Figures 8 and ***9*** present the anticipated AM and PM peak hour traffic volumes associated with the proposed Project, respectively. The traffic volume assignments presented in *Figures 8* and *9* reflect the traffic distribution characteristics shown in *Figure 7* and the traffic generation forecast presented in *Table 3*.

FUTURE YEAR 2030 TRAFFIC CONDITIONS

Year 2030 Ambient Traffic Growth

In order to develop Horizon Year 2030 traffic volume data consistent with the RK Traffic Impact Study, background traffic growth estimates have been calculated using an ambient growth factor. The ambient traffic growth factor is intended to include unknown and future cumulative projects in the study area, as well as account for regular growth in traffic volumes due to the development of projects outside the study area. The future growth in traffic volumes has been calculated at two percent (2.0%) compounded per year. Applied to existing Year 2025 traffic volumes results in five years compounded growth from existing volumes to horizon Year 2030.

Year 2030 Traffic Volumes

Figures 10 and ***11*** illustrate the Year 2030 Without Project AM peak hour and PM peak hour traffic volumes at the eight (8) key study intersections and proposed Project driveway, respectively.

Figures 12 and ***13*** illustrate the Year 2030 AM peak hour and PM peak hour traffic volumes, with the inclusion of the trips generated by the proposed Project at the eight (8) key study intersections and proposed Project driveway, respectively.

YEAR 2030 WITH PROJECT CAPACITY ANALYSIS

Table 4 summarizes the peak hour level of service results at the eight (8) key study intersections for Year 2030 With Project traffic conditions in comparison to the results of the RK Traffic Impact Study. Review of column (1) of *Table 4* indicates that two (2) of the key study intersections currently operate at unacceptable LOS during the AM or PM peak hour. The remaining key study intersections currently operate at acceptable LOS D or better during the AM and PM peak hours.

Review of column (2) of *Table 4* indicates that two (2) of the key study intersections are forecast to operate at unacceptable LOS during the AM and/or PM peak hours under Year 2030 Without Project traffic conditions. The remaining key study intersections are forecast to continue to operate at acceptable LOS D or better in Year 2030 Without Project traffic conditions during the AM and PM peak hours.

Review of columns (3) and (4) of *Table 4* indicates that traffic associated with proposed Project will cause operational deficiencies at four (4) key study intersections when compared to the LOS standards and significant impact criteria specified in this letter report. The remaining key study intersections are forecast to

continue to operate at acceptable LOS D or better in Year 2030 during the AM and PM peak hours with the addition of Project traffic. However, as shown in column (5) of *Table 4*, the implementation of recommended improvements at the deficient locations improves these intersections to acceptable service levels.

As shown in column (6), the deficient locations are generally consistent with those identified in the RK Traffic Impact Study.

Appendix C contains the HCM/LOS calculation worksheets for the eight (8) key study intersections.

TRAFFIC SIGNAL WARRANT ANALYSIS

The level of service analyses at the key unsignalized impacted study intersections that are recommended to be signalized are supplemented with an assessment of the need for signalization of the intersections. This assessment is made on the basis of signal warrant criteria. For this study, the need for signalization is assessed on the basis of the peak-hour traffic signal warrant; Warrant #3 described in the *California Manual on Uniform Traffic Control Devices (MUTCD).* Warrant #3 has two parts: 1) Part A evaluates peak hour vehicle delay for traffic on the minor street approach with the highest delay and 2) Part B evaluates peak-hour traffic volumes on the major and minor streets. This method provides an indication of whether peak-hour traffic conditions or peak-hour traffic volume levels are, or would be, sufficient to justify installation of a traffic signal. Other traffic signal warrants are available; however, they cannot be checked under future conditions because they rely on data for which forecasts are not available (such as accidents, pedestrian volume, and four- or eight-hour vehicle volumes).

The decision to install a traffic signal should not be based purely on the warrants alone. Instead, the installation of a signal should be considered and further analysis performed when one or more of the warrants are satisfied. Additionally, engineering judgment is exercised on a case-by-case basis to evaluate the effect a traffic signal will have on certain types of accidents and traffic conditions at the subject intersection as well as at adjacent intersections.

The results of the peak-hour traffic signal warrant analysis for Year 2030 traffic conditions are summarized in ***Table 5***. The results indicate that the following two (2) key unsignalized deficient intersections have future traffic conditions that would exceed the volume thresholds of Warrant #3, Part A and Part B for the AM and PM peak hours:

- 1. Desert Lawn Drive at Oak Valley Parkway
- 7. Elm Avenue at Oak Valley Parkway

The analysis and the recommended improvements show that the above-mentioned intersections in Year 2030 With Project traffic conditions recommended to be signalized. With signalization of these intersections, which are warranted, these intersections are forecast to operate at acceptable service levels during the AM and PM peak hours. Thus, it is concluded from *Table 5* that a traffic signal is justified at these locations.

The Year 2030 With Project Signal Warrant Analysis worksheets are contained in ***Appendix D***.

PROJECT-SPECIFIC IMPROVEMENTS

The following project-specific improvements are to be constructed by the proposed Project along Oak Valley Parkway:

- Intersection 4. Golf Club Drive at Oak Valley Parkway: Construct the south leg of the intersection and provide dual exclusive northbound left-turn lanes, a shared northbound through/right-turn lane, and two inbound lanes. Restripe the north leg of the intersection to provide a southbound through lane. Widen and restripe the west leg of the intersection to provide two additional eastbound through lanes and an exclusive eastbound right-turn lane. Widen and restripe the east leg of the intersection to provide an exclusive westbound left-turn lane and two additional eastbound departure lanes. Modify the existing traffic signal for eight-phase operation. Stripe crosswalks on the south and east legs.
- Intersection 5. Oak Valley Plaza at Oak Valley Parkway: Construct the south leg of the intersection and provide an exclusive northbound left-turn lane, a shared northbound through/right-turn lane, and one inbound lane. Restripe the north leg of the intersection to provide convert the exclusive southbound right-turn lane to a shared southbound through/right-turn lane. Widen and restripe the west leg of the intersection to provide one additional eastbound through lane and a shared eastbound through/right-turn lane. Widen and restripe the east leg of the intersection to provide an exclusive westbound left-turn lane and two additional eastbound departure lanes. Modify the existing traffic signal for eight-phase operation. Stripe crosswalks on the south and east legs.

- Intersection 6. Oak View Drive at Oak Valley Parkway: Widen and restripe the west leg of the intersection to provide two additional eastbound through lanes. Widen and restripe the east leg of the intersection to provide two additional eastbound departure lanes. Modify the existing traffic signal. Stripe a crosswalk on the east leg.
- A. Project Driveway 1 at Oak Valley Parkway: Construct the south leg of the intersection and one inbound lane. Widen and restripe the west leg of the intersection to provide one additional eastbound through lane and one exclusive eastbound right-turn lane. Widen and restripe the east leg of the intersection to provide two additional eastbound departure lanes.

RECOMMENDED IMPROVEMENTS

The results of Year 2030 With Project traffic conditions indicate that four (4) of the eight (8) key study intersections are forecast to operate at an adverse level of service when compared to the LOS standards and significant impact criteria specified in this focused traffic circulation analysis report. The remaining key study intersections are forecast to operate at acceptable levels of service during the AM and PM peak hours. The improvements listed below have been identified at the deficient locations to improve these intersections to acceptable service levels:

- Intersection 1. Desert Lawn Drive at Oak Valley Parkway: Install a traffic signal and design for three-phase operation.
- Intersection 2. I-10 EB Ramps at Oak Valley Parkway: Widen and restripe the north leg of the intersection to provide an exclusive southbound left-turn lane. Widen and restripe the west leg of the intersection to provide an exclusive eastbound right-turn lane. Modify the existing traffic signal.
- Intersection 3. I-10 WB Ramps at Oak Valley Parkway: Widen and restripe the south leg of the intersection to provide an exclusive northbound left-turn lane. Modify the existing traffic signal.
- Intersection 7. Elm Avenue at Oak Valley Parkway: Install a traffic signal and design for five-phase operation. Stripe crosswalks on all legs.

It should be noted that these recommended improvements are consistent with those included in the RK Traffic Impact Study. Therefore, the proposed Project will have no new traffic impacts compared to the traffic impacts identified in the approved RK Traffic Impact Study for the entitled development and fair share contributions remain appropriate consistent with the findings for the entitled Project. ***Figure 14*** presents

the Project-specific and recommended improvements and intersection controls at the key study intersections.

SITE ACCESS AND INTERNAL CIRCULATION EVALUATION

As shown previously on *Figure 3,* vehicular access for the Project site will be provided via two (2) full-access signalized driveways, at the existing intersections of Golf Club Drive at Oak Valley Parkway and Oak Valley Plaza at Oak Valley Parkway. In addition, a right-in only unsignalized driveway will be located along the south side of Oak Valley Parkway between the I-10 Westbound Ramps and Golf Club Drive.

Table 6 summarizes the intersection operations at the proposed Project driveways for Year 2030 traffic conditions at completion and full occupancy of the proposed Project. Review of *Table65* shows that the proposed Project driveways are forecast to operate at acceptable LOS D or better during the AM and PM peak hours for the Year 2030 With Project traffic conditions. As such, Project access will be adequate.

Appendix E contains the Delay/LOS calculation worksheets for the proposed Project driveways for the Year 2030 With Project traffic conditions.

The on-site circulation layout of the proposed Project as illustrated in *Figure 3* on an overall basis is adequate. Curb return radii appear adequate for passenger cars, service/delivery trucks, emergency vehicles, and trash trucks.

INTERSECTION QUEUEING EVALUATION

A queuing evaluation was prepared for the inbound and outbound movements at the two (2) Project access locations at Golf Club Drive and Oak Valley Plaza.

Table 7 presents the 95th percentile queuing analysis results for the Year 2030 With Project traffic conditions. Review of *Table 7* indicates that adequate storage is proposed to accommodate the forecast 95th percentile queues for both intersections.

CONCLUSION

The results of the Focused Traffic Circulation Analysis indicate that the proposed Project is generally consistent with the entitled land use analyzed in the previous traffic impact study and no new impacts were identified compared to the traffic impacts identified in the approved RK Traffic Impact Study for the entitled development. Under Year 2030 With Project traffic conditions, four (4) of the eight

(8) key study intersections are forecast to operate at an adverse LOS when compared to the LOS standards and significant impact criteria specified in this letter report. The recommended improvements are consistent with those included in the approved RK Traffic Impact Study and the implementation of these recommended improvements at the deficient locations improves these intersections to acceptable service levels. Fair share contributions remain appropriate consistent with the findings for the entitled Project.

The proposed Project driveways are forecast to operate at acceptable levels of service during the AM peak hour and PM peak hour in the Year 2030 With Project traffic condition. As such, Project access will be adequate. In addition, adequate storage is proposed to accommodate the forecast 95th percentile queues for the two (2) Project access locations at Golf Club Drive and Oak Valley Plaza.

We appreciate the opportunity to provide this Focused Traffic Circulation Analysis. Should you have any questions, please call us at (949) 825-6175.

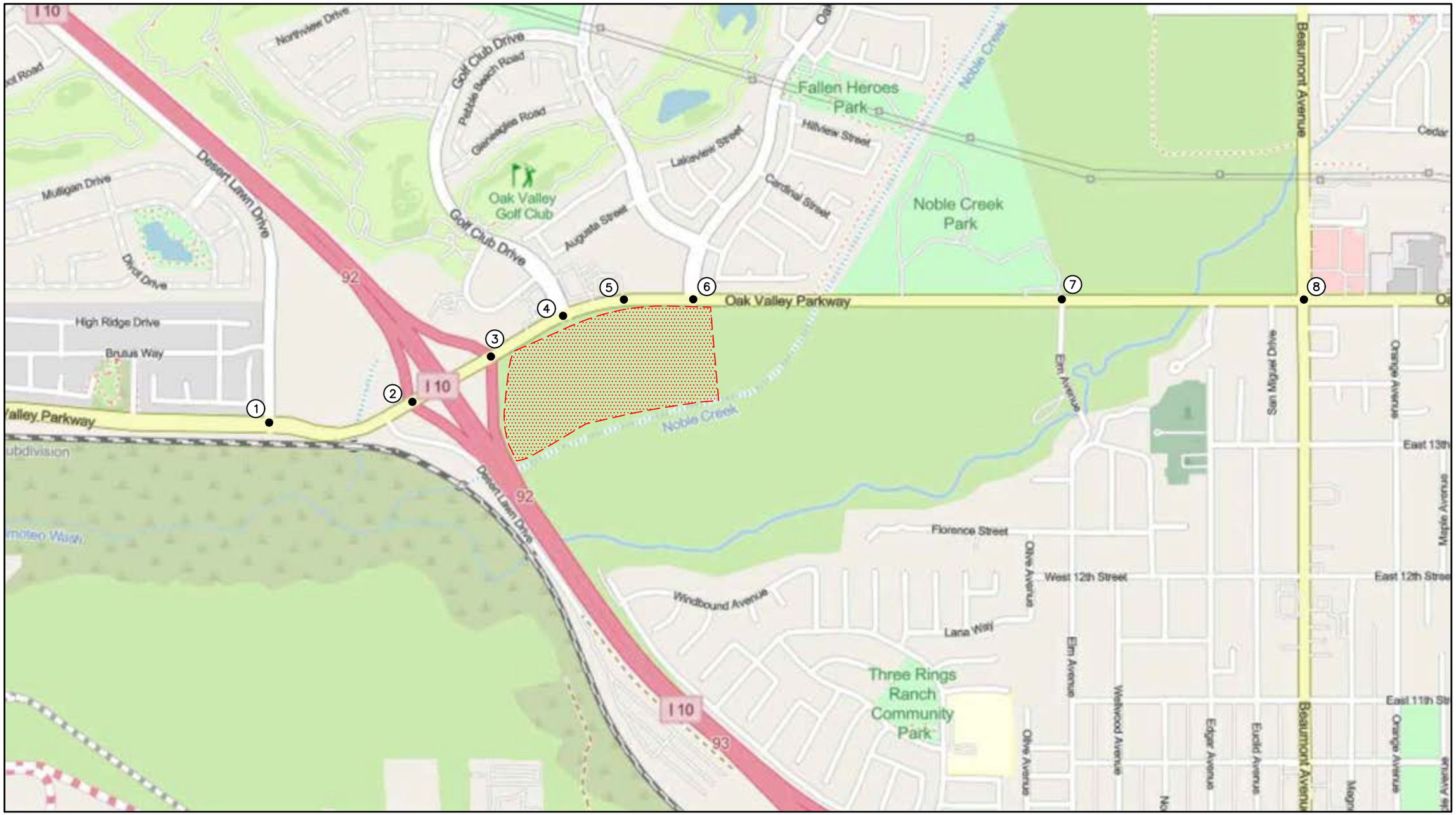
Sincerely,
Linscott, Law & Greenspan, Engineers



Keil D. Maberry, P.E.
Principal
California Registration: TR 1802

Attachments





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N NO SCALE

KEY

(#) = STUDY INTERSECTION

= PROJECT SITE

FIGURE 1

VICINITY MAP

OAK VALLEY VILLAGE, BEAUMONT



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SOURCE: NEAR MAPS

KEY

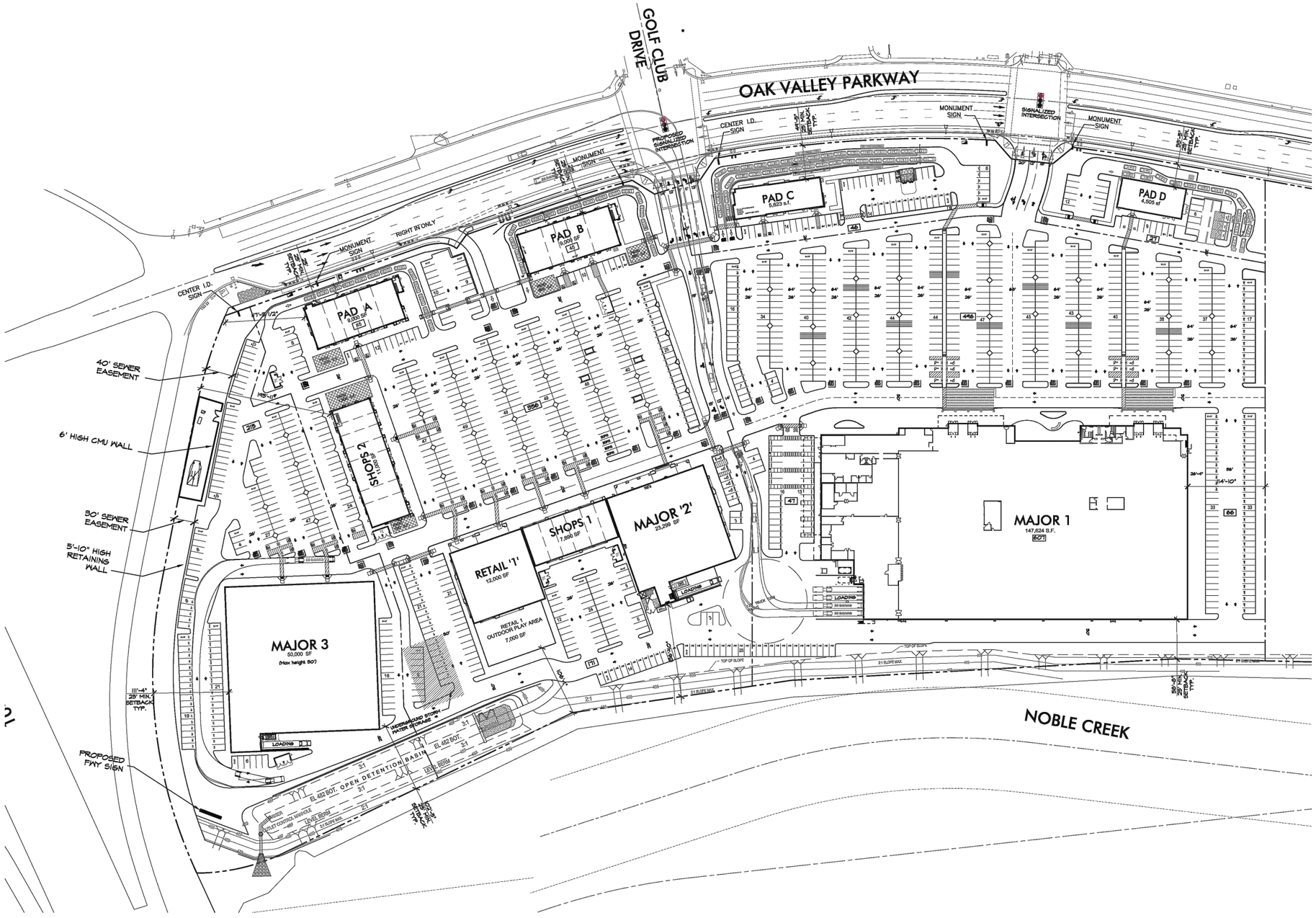
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NO SCALE

FIGURE 2

EXISTING SITE AERIAL

OAK VALLEY VILLAGE, BEAUMONT



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SOURCE: NADEL

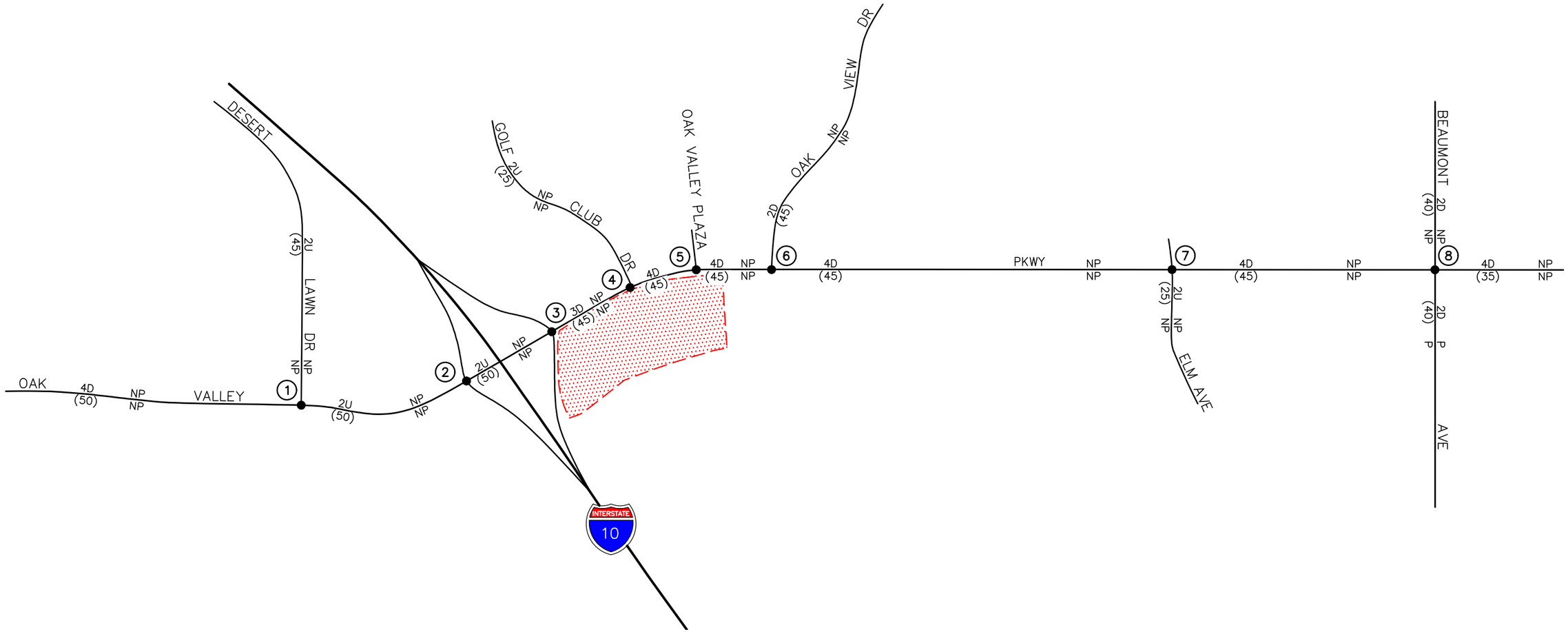
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N NO SCALE

FIGURE 3

PROPOSED SITE PLAN

OAK VALLEY VILLAGE, BEAUMONT



1 — ALL-WAY STOP
DESERT LAWN DR @ OAK VALLEY PKWY

2 — 3 PHASE SIGNAL
I-10 EB RAMPS @ OAK VALLEY PKWY

3 — 3 PHASE SIGNAL
I-10 WB RAMPS @ OAK VALLEY PKWY

4 — 3 PHASE SIGNAL
GOLF CLUB DR @ OAK VALLEY PKWY

5 — 3 PHASE SIGNAL
OAK VALLEY PLAZA @ OAK VALLEY PKWY

6 — 3 PHASE SIGNAL
OAK VIEW DR @ OAK VALLEY PKWY

7 — TWO-WAY STOP
ELM AVE @ OAK VALLEY PKWY

8 — 8 PHASE SIGNAL
BEAUMONT AVE @ OAK VALLEY PKWY

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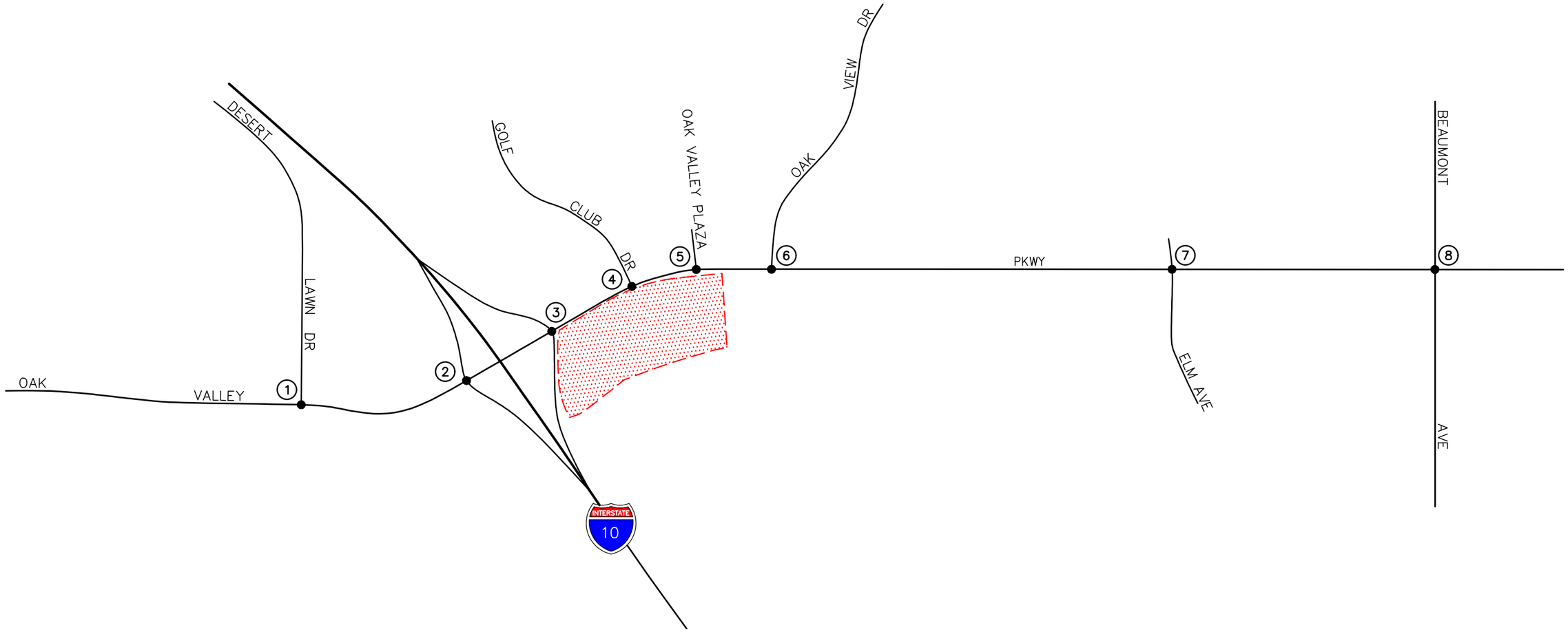
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= APPROACH LANE ASSIGNMENT
● = TRAFFIC SIGNAL, ▾ = STOP SIGN
P = PARKING, NP = NO PARKING

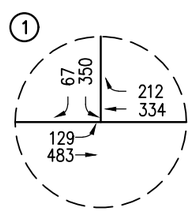
U = UNDIVIDED, D = DIVIDED
2 = NUMBER OF TRAVEL LANES
(XX)= POSTED SPEED LIMIT (MPH)
OL = OVERLAP
= PROJECT SITE

FIGURE 4

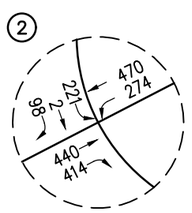
EXISTING ROADWAY CONDITIONS AND INTERSECTION CONTROLS

OAK VALLEY VILLAGE, BEAUMONT

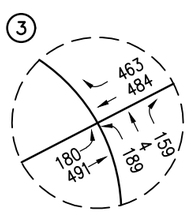




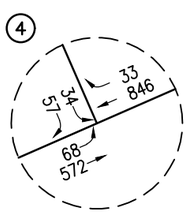
DESERT LAWN DR @
OAK VALLEY PKWY



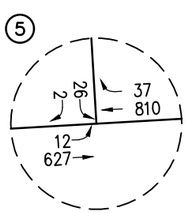
I-10 EB RAMPS @
OAK VALLEY PKWY



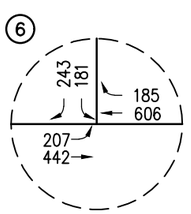
I-10 WB RAMPS @
OAK VALLEY PKWY



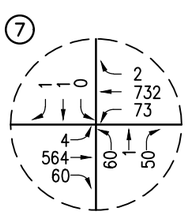
GOLF CLUB DR @
OAK VALLEY PKWY



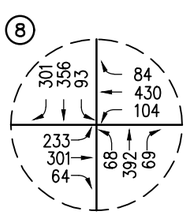
OAK VALLEY PLAZA @
OAK VALLEY PKWY



OAK VIEW DR @
OAK VALLEY PKWY



ELM AVE @
OAK VALLEY PKWY



BEAUMONT AVE @
OAK VALLEY PKWY

KEY

(#) = STUDY INTERSECTION

= PROJECT SITE

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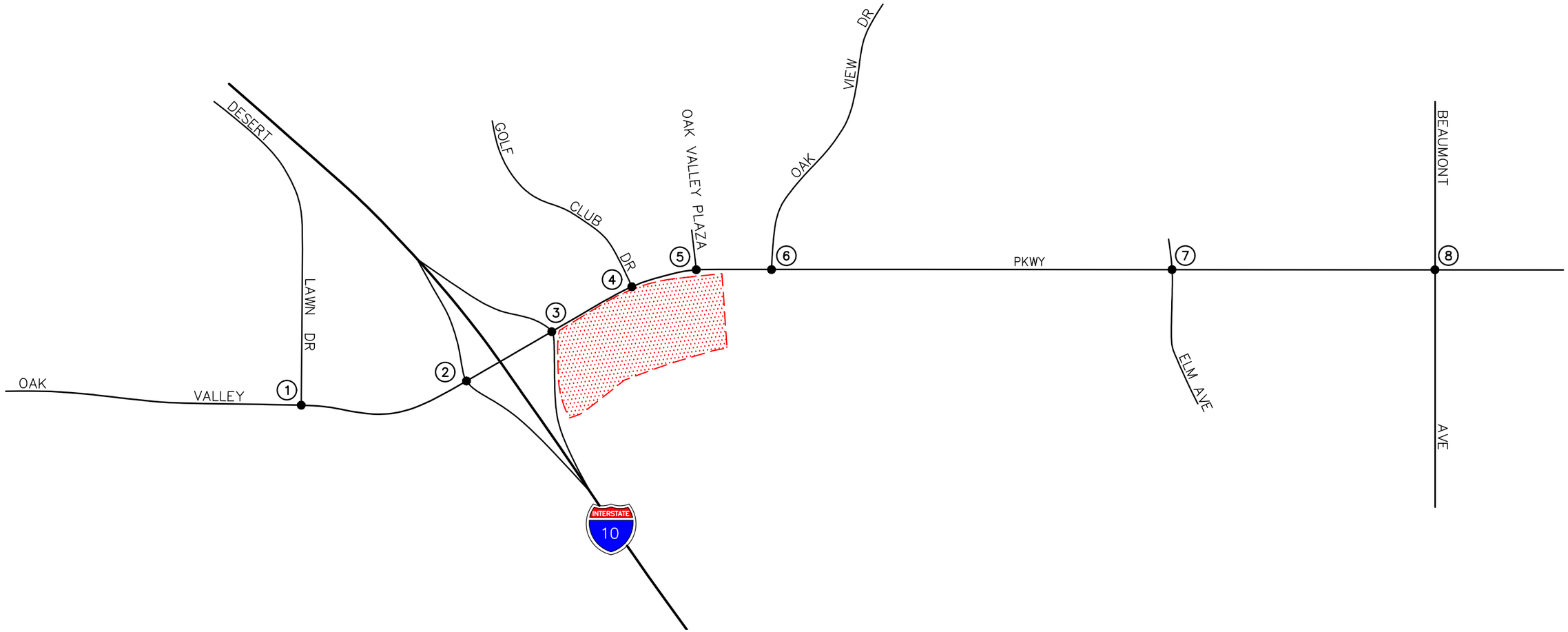
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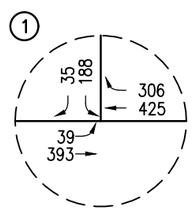
FIGURE 5

EXISTING AM PEAK HOUR TRAFFIC VOLUMES

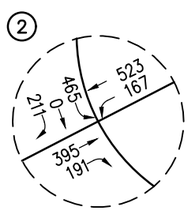
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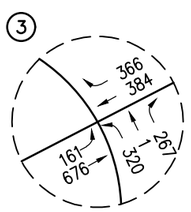




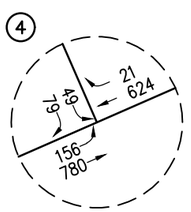
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OAK VALLEY PKWY



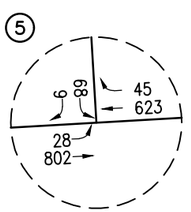
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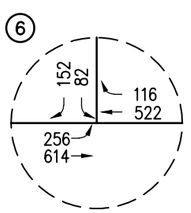
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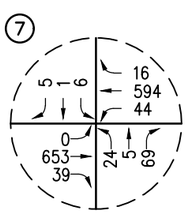
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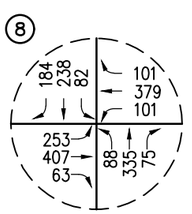
OAK VALLEY PLAZA @
OAK VALLEY PKWY



OAK VIEW DR @
OAK VALLEY PKWY



ELM AVE @
OAK VALLEY PKWY



BEAUMONT AVE @
OAK VALLEY PKWY

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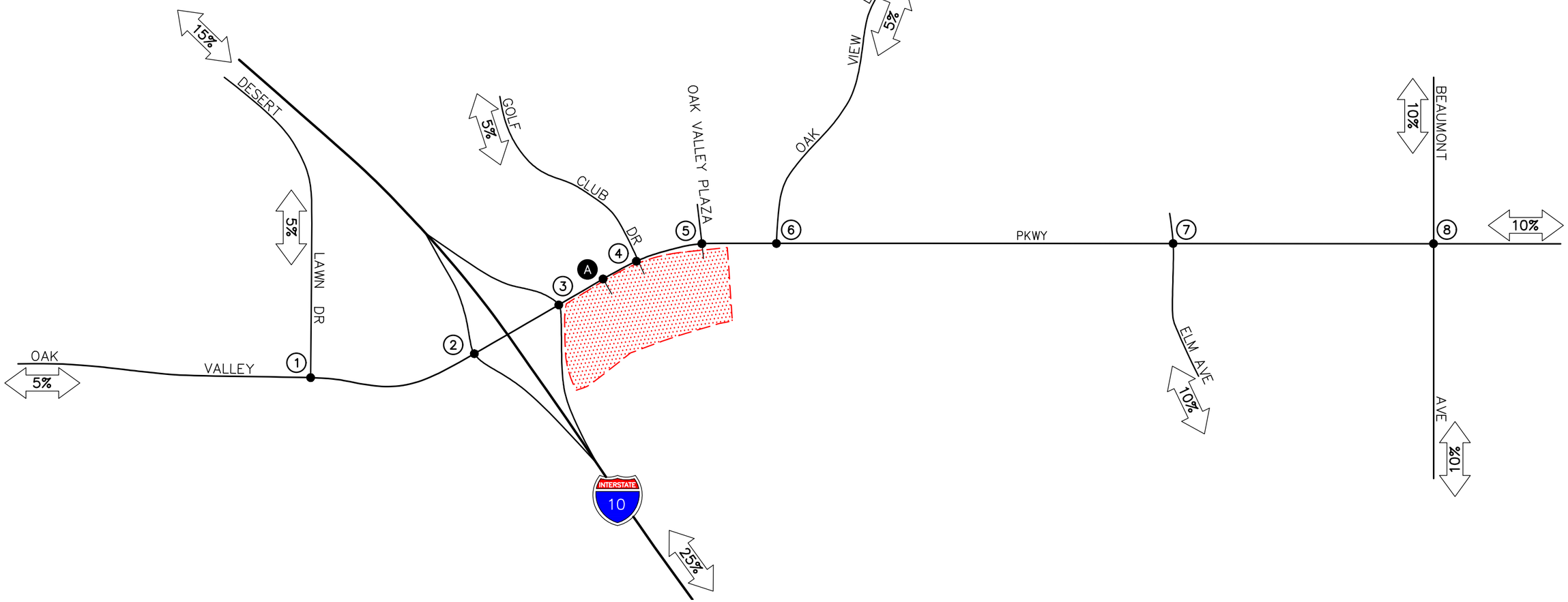
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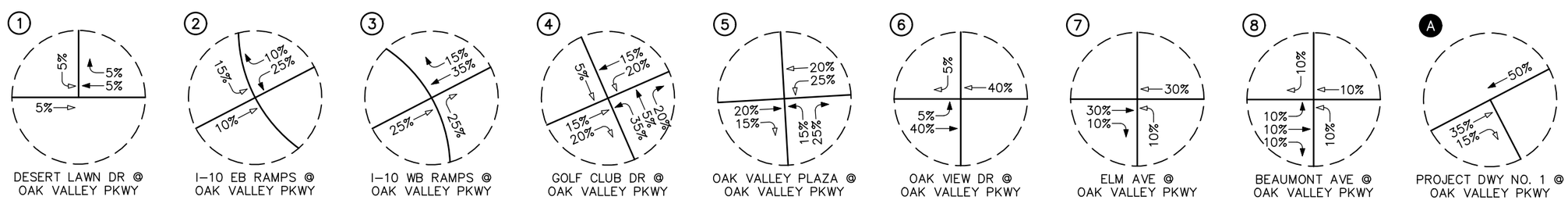
= PROJECT SITE

FIGURE 6

EXISTING PM PEAK HOUR TRAFFIC VOLUMES

OAK VALLEY VILLAGE, BEAUMONT





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KEY

(#) = STUDY INTERSECTION

⟵ = INBOUND PERCENTAGE

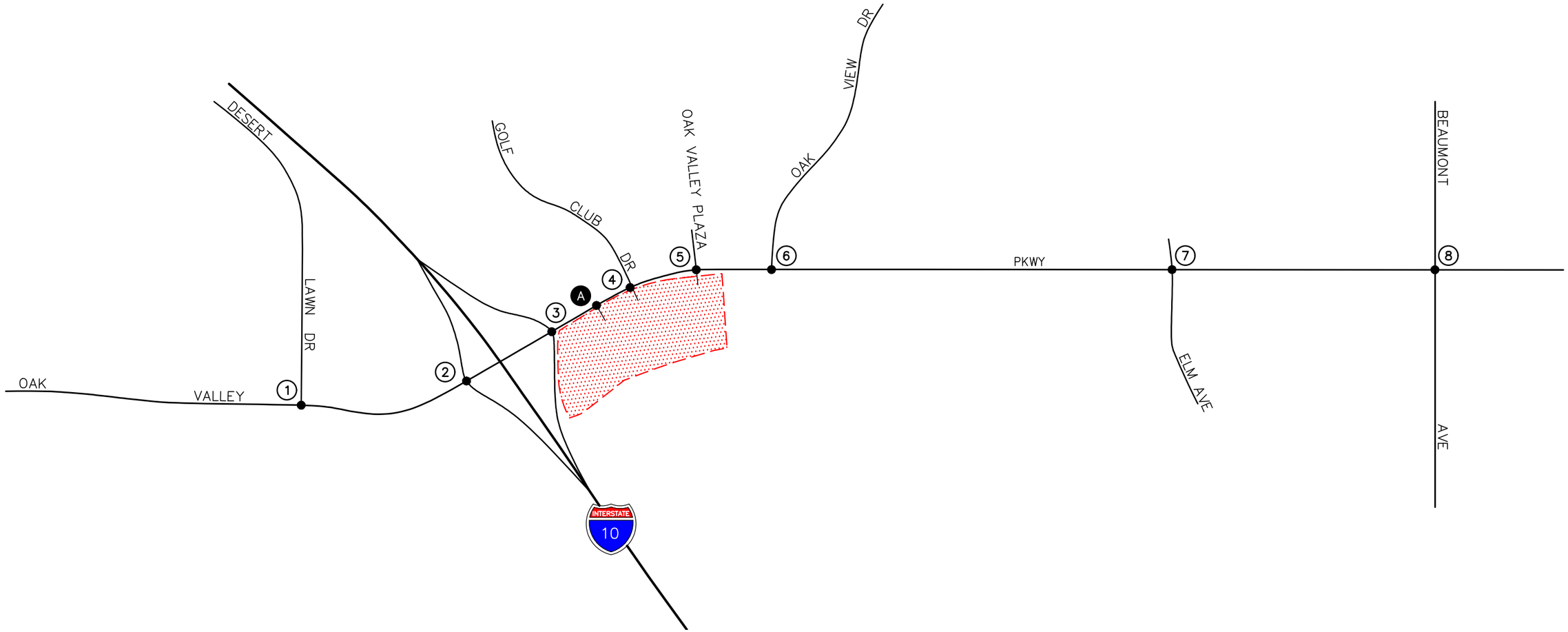
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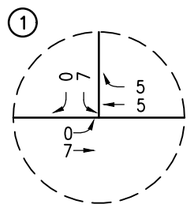
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FIGURE 7

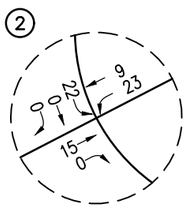
PROJECT TRAFFIC DISTRIBUTION PATTERN

OAK VALLEY VILLAGE, BEAUMONT

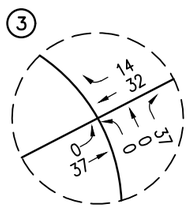




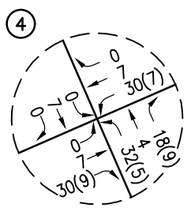
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OAK VALLEY PKWY



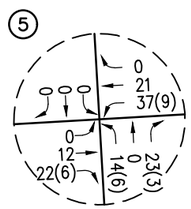
I-10 EB RAMPS @
OAK VALLEY PKWY



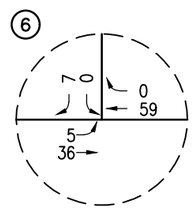
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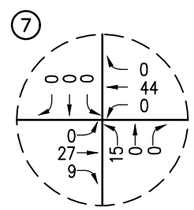
GOLF CLUB DR @
OAK VALLEY PKWY



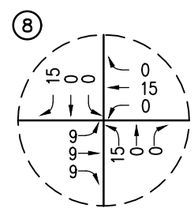
OAK VALLEY PLAZA @
OAK VALLEY PKWY



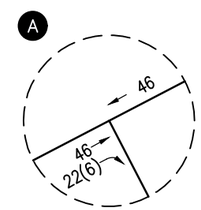
OAK VIEW DR @
OAK VALLEY PKWY



ELM AVE @
OAK VALLEY PKWY



BEAUMONT AVE @
OAK VALLEY PKWY



PROJECT DWY NO. 1 @
OAK VALLEY PKWY

n:\4900\2254911 - oak valley village, beaumont\dwg\4911 f-8.dwg LDP 10:56:27 03-19-2025 aguilar

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KEY

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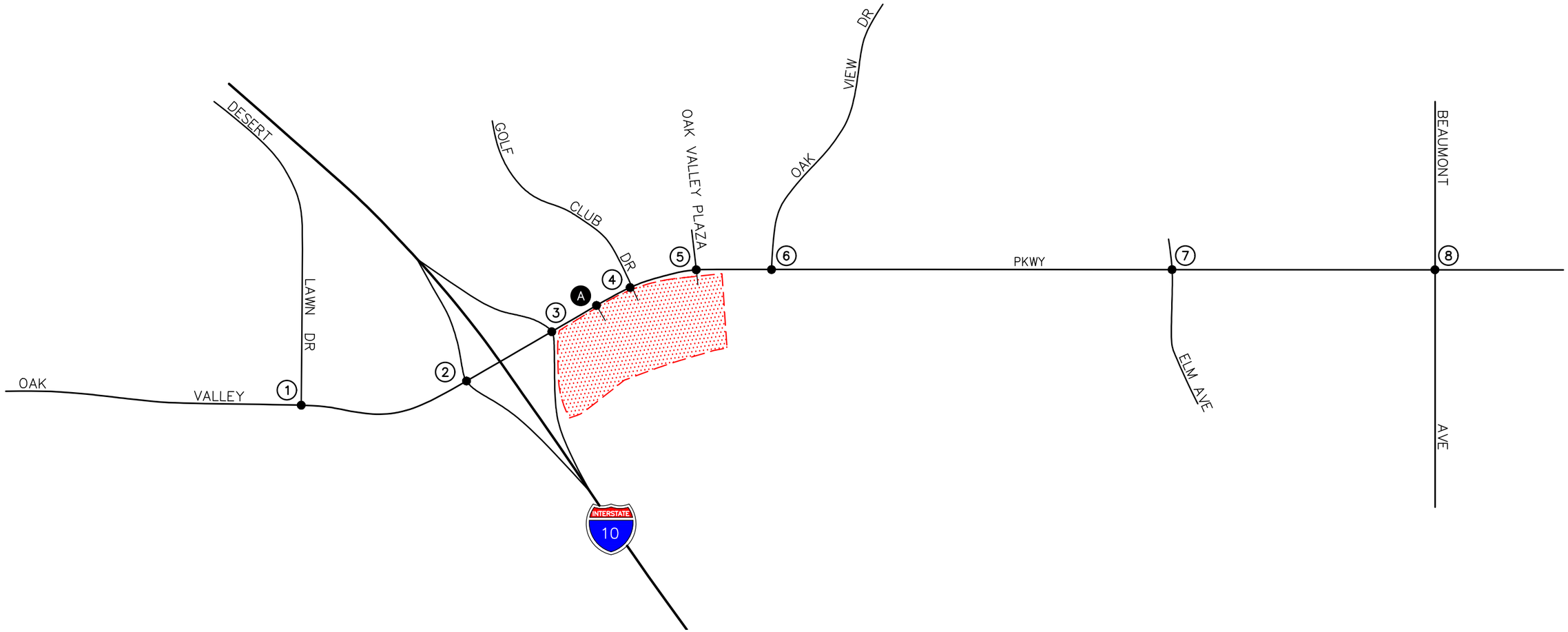
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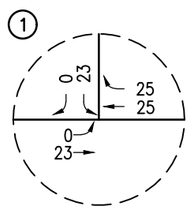
(XX) = PASS-BY TRIPS

FIGURE 8

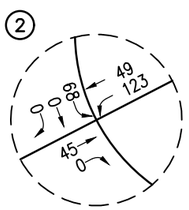
AM PEAK HOUR PROJECT TRAFFIC VOLUMES

OAK VALLEY VILLAGE, BEAUMONT

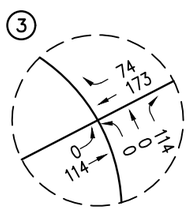




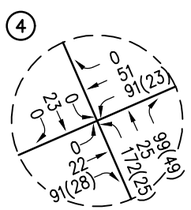
DESERT LAWN DR @
OAK VALLEY PKWY



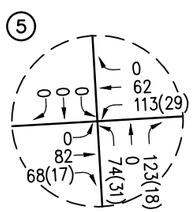
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OAK VALLEY PKWY



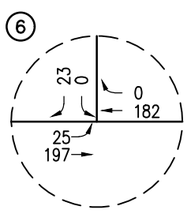
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OAK VALLEY PKWY



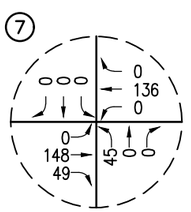
GOLF CLUB DR @
OAK VALLEY PKWY



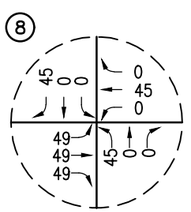
OAK VALLEY PLAZA @
OAK VALLEY PKWY



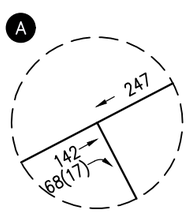
OAK VIEW DR @
OAK VALLEY PKWY



ELM AVE @
OAK VALLEY PKWY



BEAUMONT AVE @
OAK VALLEY PKWY



PROJECT DWY NO. 1 @
OAK VALLEY PKWY

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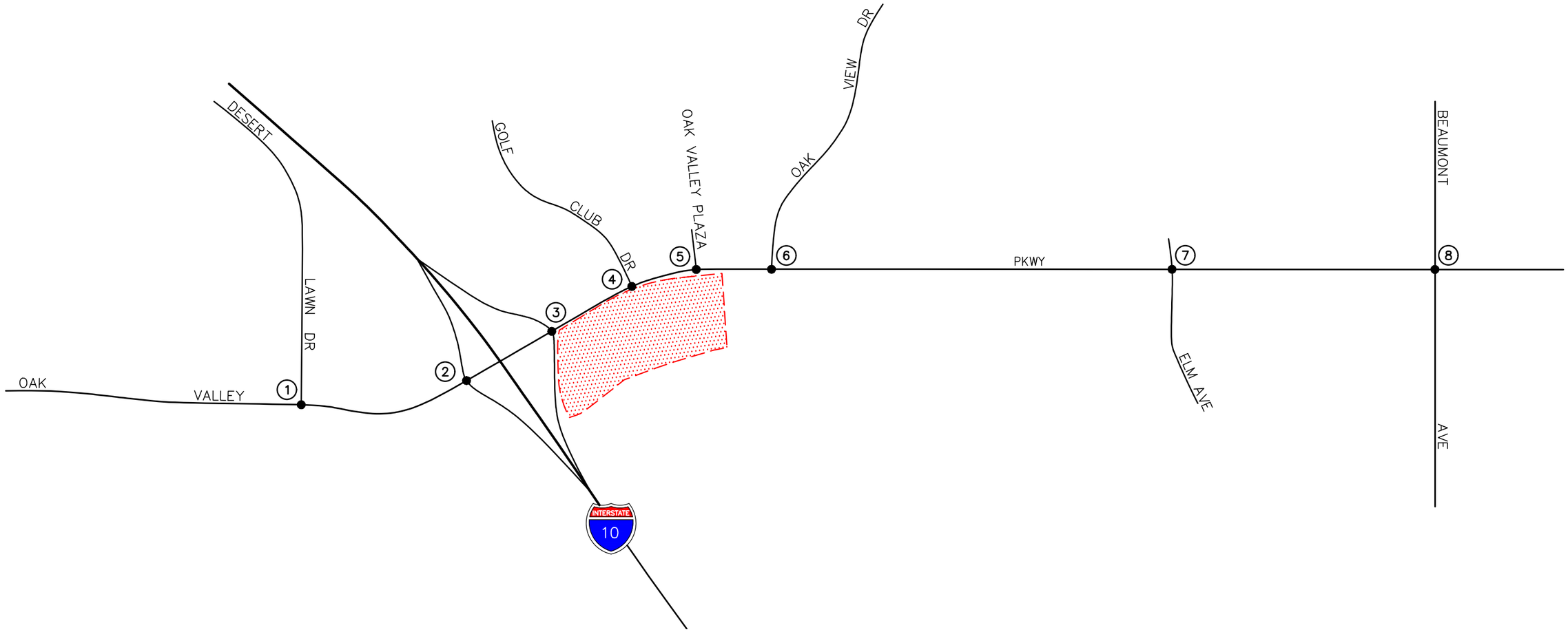
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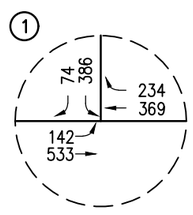
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FIGURE 9

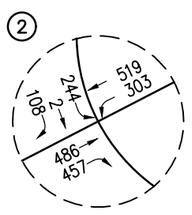
PM PEAK HOUR PROJECT TRAFFIC VOLUMES

OAK VALLEY VILLAGE, BEAUMONT

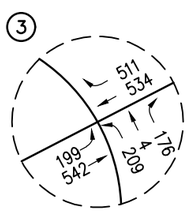




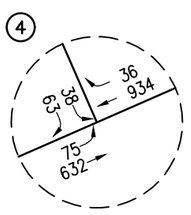
DESERT LAWN DR @
OAK VALLEY PKWY



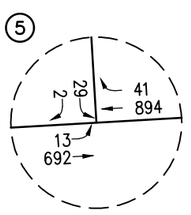
I-10 EB RAMPS @
OAK VALLEY PKWY



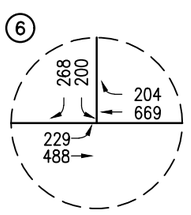
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OAK VALLEY PKWY



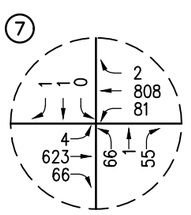
GOLF CLUB DR @
OAK VALLEY PKWY



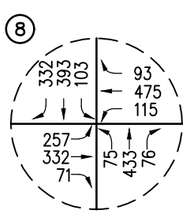
OAK VALLEY PLAZA @
OAK VALLEY PKWY



OAK VIEW DR @
OAK VALLEY PKWY



ELM AVE @
OAK VALLEY PKWY



BEAUMONT AVE @
OAK VALLEY PKWY

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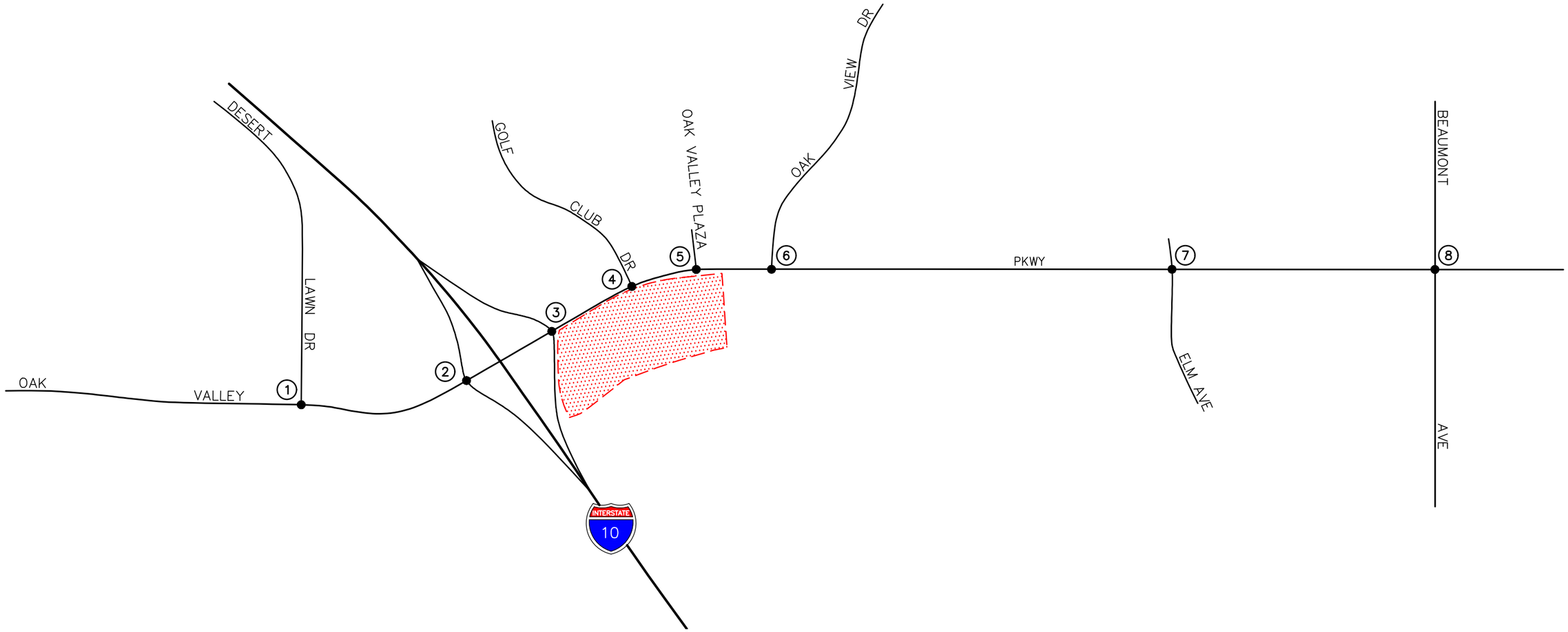
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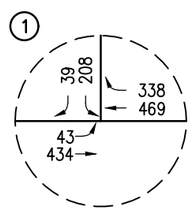
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FIGURE 10

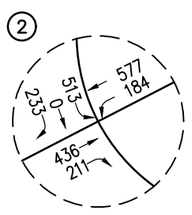
YEAR 2030 WITHOUT PROJECT AM PEAK HOUR TRAFFIC VOLUMES

OAK VALLEY VILLAGE, BEAUMONT

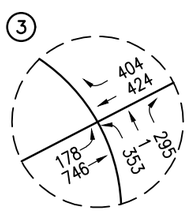




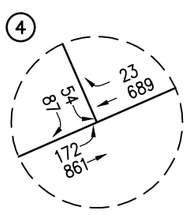
DESERT LAWN DR @
OAK VALLEY PKWY



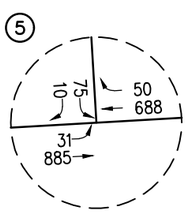
I-10 EB RAMPS @
OAK VALLEY PKWY



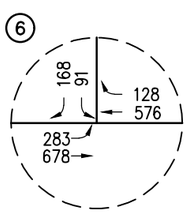
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OAK VALLEY PKWY



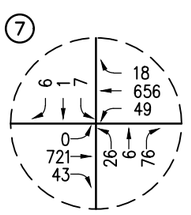
GOLF CLUB DR @
OAK VALLEY PKWY



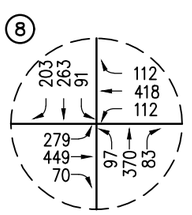
OAK VALLEY PLAZA @
OAK VALLEY PKWY



OAK VIEW DR @
OAK VALLEY PKWY



ELM AVE @
OAK VALLEY PKWY



BEAUMONT AVE @
OAK VALLEY PKWY

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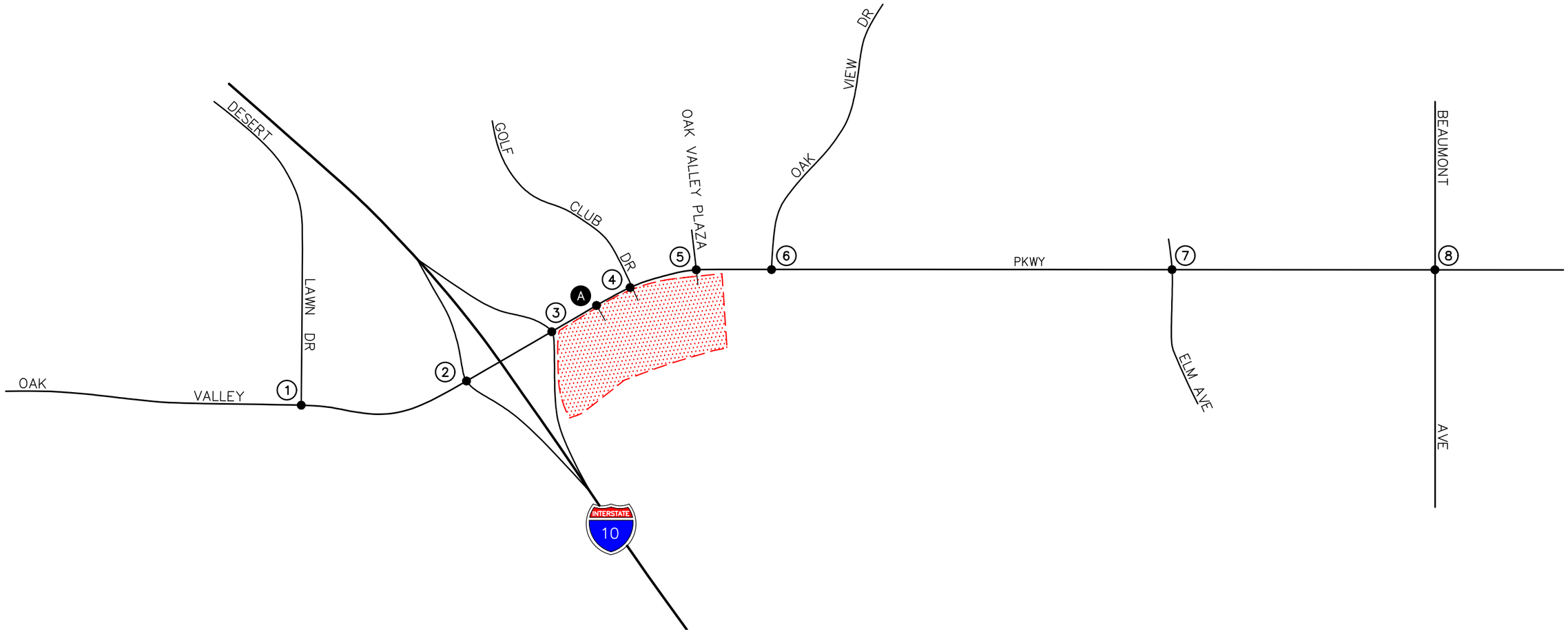
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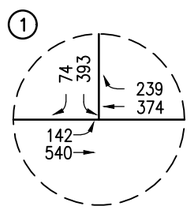
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FIGURE 11

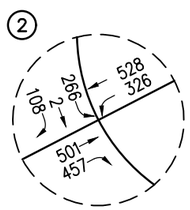
YEAR 2030 WITHOUT PROJECT PM PEAK HOUR TRAFFIC VOLUMES

OAK VALLEY VILLAGE, BEAUMONT

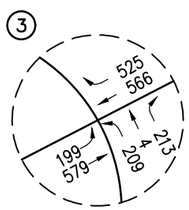




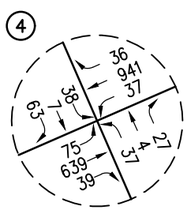
DESERT LAWN DR @
OAK VALLEY PKWY



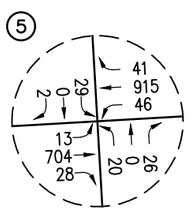
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OAK VALLEY PKWY



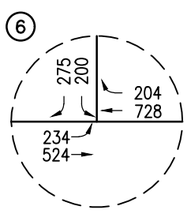
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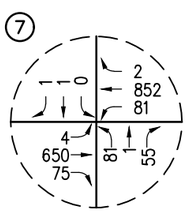
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OAK VALLEY PKWY



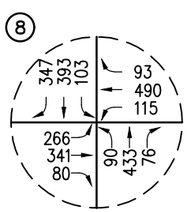
OAK VALLEY PLAZA @
OAK VALLEY PKWY



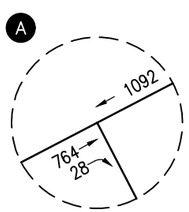
OAK VIEW DR @
OAK VALLEY PKWY



ELM AVE @
OAK VALLEY PKWY



BEAUMONT AVE @
OAK VALLEY PKWY



PROJECT DWY NO. 1 @
OAK VALLEY PKWY

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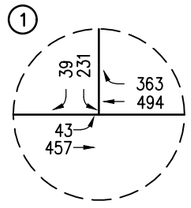
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FIGURE 12

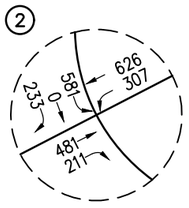
YEAR 2030 WITH PROJECT AM PEAK HOUR TRAFFIC VOLUMES

OAK VALLEY VILLAGE, BEAUMONT

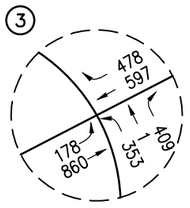
DESERT LAWN DR
GOLF CLUB DR
OAK VALLEY PLAZA
OAK VIEW DR
BEAUMONT AVE
OAK VALLEY PKWY
ELM AVE
INTERSTATE 10



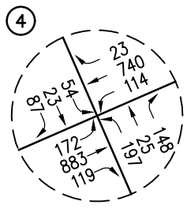
1 DESERT LAWN DR @ OAK VALLEY PKWY



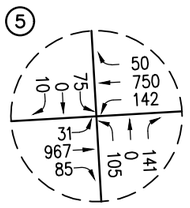
2 I-10 EB RAMPS @ OAK VALLEY PKWY



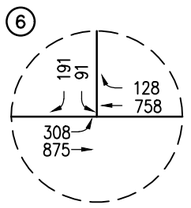
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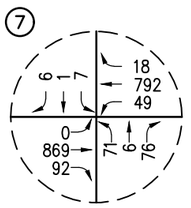
4 GOLF CLUB DR @ OAK VALLEY PKWY



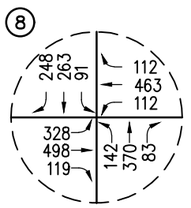
5 OAK VALLEY PLAZA @ OAK VALLEY PKWY



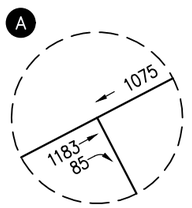
6 OAK VIEW DR @ OAK VALLEY PKWY



7 ELM AVE @ OAK VALLEY PKWY



8 BEAUMONT AVE @ OAK VALLEY PKWY



A PROJECT DWY NO. 1 @ OAK VALLEY PKWY

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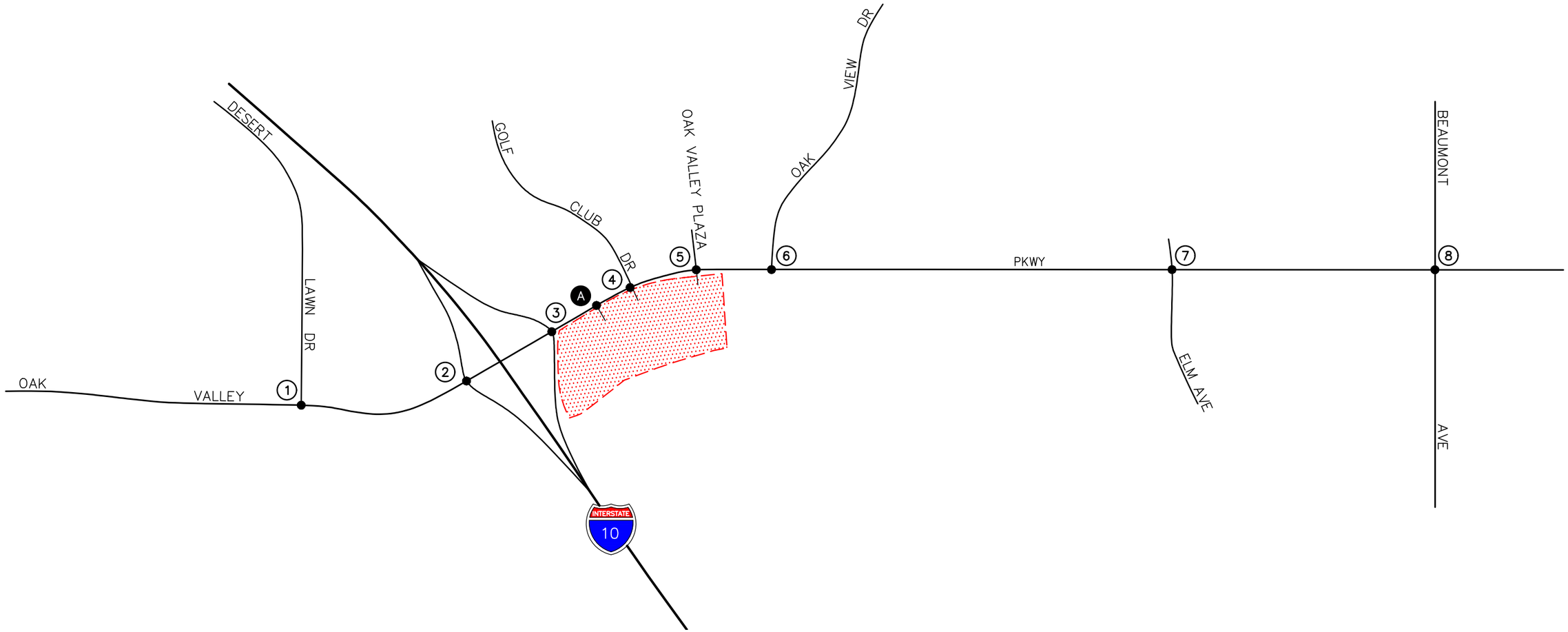
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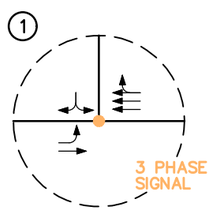
KEY
(#) = STUDY INTERSECTION
= PROJECT SITE

FIGURE 13

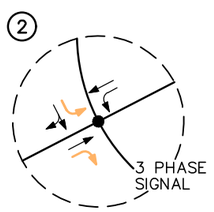
YEAR 2030 WITH PROJECT PM PEAK HOUR TRAFFIC VOLUMES

OAK VALLEY VILLAGE, BEAUMONT

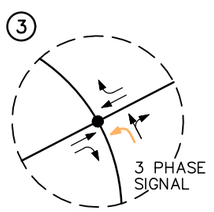




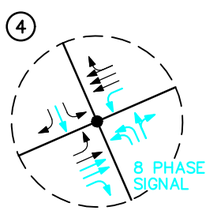
DESERT LAWN DR @ OAK VALLEY PKWY



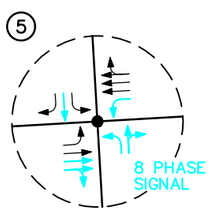
I-10 EB RAMPS @ OAK VALLEY PKWY



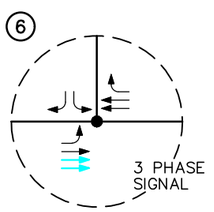
I-10 WB RAMPS @ OAK VALLEY PKWY



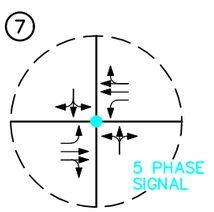
GOLF CLUB DR @ OAK VALLEY PKWY



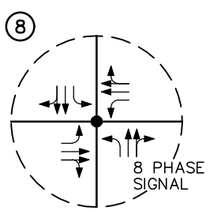
OAK VALLEY PLAZA @ OAK VALLEY PKWY



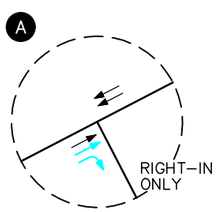
OAK VIEW DR @ OAK VALLEY PKWY



ELM AVE @ OAK VALLEY PKWY



BEAUMONT AVE @ OAK VALLEY PKWY



PROJECT DWY NO. 1 @ OAK VALLEY PKWY

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N

NO SCALE

KEY

(#) = STUDY INTERSECTION
= APPROACH LANE ASSIGNMENT
= PLANNED IMPROVEMENTS
= RECOMMENDED IMPROVEMENTS
= TRAFFIC SIGNAL, = STOP SIGN

P = PARKING, NP = NO PARKING
OL = OVERLAP
= PROJECT SITE

FIGURE 14

PLANNED AND RECOMMENDED IMPROVEMENTS

OAK VALLEY VILLAGE, BEAUMONT

TABLE 1

LEVEL OF SERVICE CRITERIA FOR SIGNALIZED INTERSECTIONS (HCM 7 METHODOLOGY)[1]

OAK VALLEY VILLAGE, BEAUMONT

Level of Service (LOS)	Control Delay Per Vehicle (seconds/vehicle)	Level of Service Description
A	≤ 10.0	This level of service occurs when progression is extremely favorable and most vehicles arrive during the green phase. Most vehicles do not stop at all. Short cycle lengths may also contribute to low delay.
B	> 10.0 and ≤ 20.0	This level generally occurs with good progression, short cycle lengths, or both. More vehicles stop than with LOS A, causing higher levels of average delay.
C	> 20.0 and ≤ 35.0	Average traffic delays. These higher delays may result from fair progression, longer cycle lengths, or both. Individual cycle failures may begin to appear at this level. The number of vehicles stopping is significant at this level, though many still pass through the intersection without stopping.
D	> 35.0 and ≤ 55.0	Long traffic delays At level D, the influence of congestion becomes more noticeable. Longer delays may result from some combination of unfavorable progression, long cycle lengths, or high *v/c* ratios. Many vehicles stop and the proportion of vehicles not stopping declines. Individual cycle failures are noticeable.
E	> 55.0 and ≤ 80.0	Very long traffic delays This level is considered by many agencies to be the limit of acceptable delay. These high delay values generally indicate poor progression, long cycle lengths and high *v/c* ratios. Individual cycle failures are frequent occurrences.
F	≥ 80.0	Severe congestion This level, considered to be unacceptable to most drivers, often occurs with over saturation, that is, when arrival flow rates exceed the capacity of the intersection. It may also occur at high *v/c* ratios below 1.0 with many individual cycle failures. Poor progression and long cycle lengths may also be major contributing factors to such delay levels.

[1] Source: *Highway Capacity Manual 7*, Chapter 19: Signalized Intersections.

TABLE 2
LEVEL OF SERVICE CRITERIA FOR UNSIGNALIZED INTERSECTIONS (HCM 7 METHODOLOGY)[2,3]
OAK VALLEY VILLAGE, BEAUMONT

Level of Service (LOS)	Highway Capacity Manual Delay Value (sec/veh)	Level of Service Description
A	≤ 10.0	Little or no delay
B	> 10.0 and ≤ 15.0	Short traffic delays
C	> 15.0 and ≤ 25.0	Average traffic delays
D	> 25.0 and ≤ 35.0	Long traffic delays
E	> 35.0 and ≤ 50.0	Very long traffic delays
F	> 50.0	Severe congestion

2 Source: *Highway Capacity Manual 7*, Chapter 20: Two-Way Stop-Controlled Intersections. The LOS criteria apply to each lane on a given approach and to each approach on the minor street. LOS is not calculated for major-street approaches or for the intersection as a whole.

3 Source: *Highway Capacity Manual 7*, Chapter 21: All-Way Stop-Controlled Intersections. For approaches and intersection-wide assessment, LOS is defined solely by control delay.

TABLE 3
PROJECT TRAFFIC GENERATION RATES AND FORECAST[4]
OAK VALLEY VILLAGE, BEAUMONT

ITE Land Use Code / Project Description	Daily 2-Way	AM Peak Hour			PM Peak Hour		
		Enter	Exit	Total	Enter	Exit	Total
Trip Generation Factors:							
▪ 820: Shopping Plaza greater than 150k (TE/TSF)	47.20	62%	38%	1.07	48%	52%	4.24
Entitled Trip Generation Forecast (Approved TIA): [5]							
Oak Valley Village (273,001 SF)	13,045	174	112	286	583	632	1,215
Pass-by Trips (20%/20%/20%)	-2,609	-35	-22	-57	-117	-126	-243
Entitled Trip Generation [A]	***10,436***	***139***	***90***	***229***	***466***	***506***	***972***
Proposed Project Trip Generation Forecast:							
820: Oak Valley Village (279,941 SF)	13,173	185	114	299	568	616	1,184
Pass-by Trips (20%/20%/20%)	-2,635	-37	-23	-60	-114	-123	-237
Project Trip Generation [B]	***10,538***	***148***	***91***	***239***	***454***	***493***	***947***
Net Project Trip Generation Forecast [B] – [A]	**+102**	**+9**	**+1**	**+10**	**-12**	**-13**	**-25**

Notes:

- TE/TSF = Trip End per 1,000 Square Feet of Gross Floor Area

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[4] Source: Trip rates based on *Trip Generation, 11th Edition, Institute of Transportation Engineers (ITE), Washington, D.C. (2021)*. Trip Generation rates based on the following equations:
- Daily: T = 26.11(X) + 5863.73
- AM Peak Hour: T = 0.59(X) + 133.55
- PM Peak Hour: Ln(T) = 0.72Ln(X) + 3.02

[5] Source: Oak Valley Village Traffic Impact Study, prepared by RK Engineering Group, Inc., dated January 23, 2007. (Table 3)

TABLE 4
YEAR 2030 PEAK HOUR INTERSECTION CAPACITY ANALYSIS SUMMARY
OAK VALLEY VILLAGE, BEAUMONT

Key Intersection	Time Period	Minimum Acceptable LOS	(1) Existing Traffic Conditions		(2) Year 2030 Without Project Traffic Conditions		(3) Year 2030 With Project Traffic Conditions		(4) Deficiency		(5) Year 2030 With Project With Improvements[6]		(6) Oak Valley Village Traffic Impact Study Year 2030 With Entitled Project Traffic Conditions[7]	
			Delay (s/v)	LOS	Delay (s/v)	LOS	Delay (s/v)	LOS	Increase	Yes/No	Delay (s/v)	LOS	Delay (s/v)	LOS
1. Desert Lawn Drive at	AM	LOS D	**59.4**	**F**	**75.9**	**F**	**79.8**	**F**	3.9	No	22.8	C	--	--
Oak Valley Parkway	PM		20.7	C	28.5	D	**35.8**	**E**	**7.3**	**Yes**	11.2	B	--	--
2. I-10 EB Ramps at	AM	LOS D	54.3	D	**72.7**	**E**	**84.9**	**F**	**12.2**	**Yes**	23.8	C	**OVRFL**	**F**
Oak Valley Parkway	PM		**63.4**	**E**	**71.6**	**E**	**116.7**	**F**	**45.1**	**Yes**	39.4	D	**OVRFL**	**F**
3. I-10 WB Ramps at	AM	LOS D	21.9	C	24.9	C	27.4	C	2.5	No	20.0	C	**12,325.9**	**F**
Oak Valley Parkway	PM		32.4	C	38.6	D	**75.0**	**E**	**36.4**	**Yes**	29.2	C	**42,067.5**	**F**
4. Golf Club Drive at	AM	LOS D	7.0	A	7.2	A	13.1	B	5.9	No	--	--	**OVRFL**	**F**
Oak Valley Parkway[8]	PM		10.3	B	10.6	B	23.7	C	13.1	No	--	--	**OVRFL**	**F**
5. Oak Valley Plaza at	AM	LOS D	3.2	A	3.4	A	36.2	D	32.8	No	--	--	--	--
Oak Valley Parkway[8]	PM		6.2	A	6.4	A	35.6	D	29.2	No	--	--	--	--
6. Oak View Drive at	AM	LOS D	20.4	C	21.1	C	20.6	C	-0.5	No	--	--	**85.2**	**F**
Oak Valley Parkway[8]	PM		17.3	B	17.9	B	17.2	B	-0.7	No	--	--	**327.7**	**F**
7. Elm Avenue at	AM	LOS D	27.0	D	32.3	D	**35.7**	**E**	**3.4**	**Yes**	10.1	B	**3,838.9**	**F**
Oak Valley Parkway	PM		23.5	C	27.6	D	**40.4**	**E**	**12.8**	**Yes**	9.7	A	**17,272.9**	**F**
8. Beaumont Avenue at	AM	LOS D	35.6	D	36.5	D	36.6	D	0.1	No	--	--	**142.1**	**F**
Oak Valley Parkway	PM		33.6	C	37.3	D	38.4	D	1.1	No	--	--	**159.9**	**F**

Notes:

- LOS = Level of Service, please refer to *Tables 1* and *2* for the LOS definitions
- s/v = seconds per vehicle
- **Bold Delay/LOS values** indicate adverse service levels based on the LOS standards defined in this traffic study.
- **OVRFL** = Delay high, intersection unstable. Level of Service F.

[6] Recommended improvements are consistent with those included in the entitled Oak Valley Village Traffic Impact Study.
[7] Source: Oak Valley Village Traffic Impact Study, prepared by RK Engineering Group, Inc., dated January 23, 2007. (Table 9)
[8] Includes Project-specific improvements.

TABLE 5
INTERSECTION TRAFFIC SIGNAL WARRANT ANALYSIS SUMMARY
OAK VALLEY VILLAGE, BEAUMONT

Key Intersection		Time Period	Year 2030 With Project Traffic Conditions	
			Part A of Warrant 3 Satisfied?	**Part B of Warrant 3 Satisfied?**
1.	Desert Lawn Drive at Oak Valley Parkway	AM	**Yes**	**Yes**
		PM	No	**Yes**
7.	Elm Avenue at Oak Valley Parkway	AM	No	**Yes**
		PM	No	**Yes**

Notes:

- Signal Warrant checks based on Warrant 3, Part A - Peak-Hour Delay Warrant and Part B - Peak-Hour Volume Warrant contained in the *California MUTCD.*

TABLE 6
INTERSECTION PEAK HOUR LEVELS OF SERVICE SUMMARY
OAK VALLEY VILLAGE, BEAUMONT

Key Intersection		Time Period	Minimum Acceptable LOS	Year 2030 With Project Traffic Conditions	
				Delay (s/v)	LOS
4.	Golf Club Drive at Oak Valley Parkway	AM	D	13.1	B
		PM		23.7	C
5.	Oak Valley Plaza at Oak Valley Parkway	AM	D	36.2	D
		PM		35.6	D
A.	Project Driveway 1 at Oak Valley Parkway	AM	D	0.0[9]	A
		PM		0.0[9]	A

Notes:

- s/v = seconds per vehicle (delay)
- LOS = Level of Service

[9] Uncontrolled intersection results in 0.0 s/v delay.

TABLE 7
INTERSECTION PEAK HOUR QUEUING ANALYSIS[10]
OAK VALLEY VILLAGE, BEAUMONT

Key Intersection	Existing Storage Provided (feet)	Year 2030 With Project Traffic Conditions			
		AM Peak Hour		PM Peak Hour	
		Max. Queue (feet)	Adequate Storage (Yes / No)	Max. Queue (feet)	Adequate Storage (Yes / No)
4. Golf Club Drive at Oak Valley Parkway					
Northbound Dual Left-Turn	95'	25'	Yes	121'	Yes [a]
Northbound Through/Right-Turn	95'	33'	Yes	213'	Yes [a]
Eastbound Right-Turn	185'	25'	Yes	54'	Yes
Westbound Left-Turn	185'	44'	Yes	144'	Yes
5. Oak Valley Plaza at Oak Valley Parkway					
Northbound Left-Turn	90'	25'	Yes	137'	Yes [a]
Northbound Through/Right Turn	90'	25'	Yes	97'	Yes [a]
Westbound Left-Turn	230'	51'	Yes	167'	Yes

Notes:

- [a] = Additional queue length may be accommodated within the Project site's drive aisles.

[10] Queue is based on the *95th Percentile Queue* and is reported in total queue length (feet) per lane for signalized intersections.

CITY OF BEAUMONT
PLANNING DEPARTMENT
DRAFT CONDITIONS OF APPROVAL

PLANNING COMMISSION DATE: May 28, 2025
CITY COUNCIL DATE:

PROJECT NAME: Beaumont Village
PROJECT NO.: PP2024-0059, PLAN2024-0157, V2024-0019, V2025-0031 and PLAN2025-0177
DESCRIPTION: A request for approval of a Plot Plan, Sign Program, variances for parking and open space, and development agreement to construct a commercial center on a 28.95-acre vacant site comprised of multi-tenant buildings and commercial pad sites totaling approximately 279,941 square feet of retail and restaurant floor area. The proposed applications are exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 12, Section 15183 (Projects Consistent with a Community Plan or Zoning
APPLICANT: Regency Centers, LP
LOCATION: The project site is located east of Interstate 10 (I-10) and south of Oak Valley Parkway within the Community Commercial (CC) zone.
APN: 414-070-008, 414-080-001, -002, -003, -004, -005, -006 and 414-090-019

PROJECT

Note: Any conditions revised at a hearing will be noted by ~~strikeout~~ (for deletions) and/or underline (for additions), and any newly added conditions will be added at the end of all conditions regardless of the Department originating the condition.

STANDARD CONDITIONS

1. The permit for the above referenced Plot Plan (PP2024-0059), Sign Program (PLAN2024-0157), Variance (V2024-0019 and V2025-0031), and Development Agreement (PLAN2025-0177) and CEQA Section 15183 exemption, and property consists of all Conditions of Approval herein.

2. The use hereby permitted is the construction of a commercial center with two (2) major tenant buildings, two (2) multi-tenant buildings (including one with a major tenant) and four commercial pad sites for future drive-through restaurants located on Assessor Parcel Numbers 414-070-008, 414-080-001, -002, -003, -004, -005, -006 and 414-090-019.

3. The permittee shall defend, indemnify, and hold harmless the City of Beaumont, the Beaumont Redevelopment Agency, its agents, officers, consultants, and

employees from any claims, action, or proceeding against the City of Beaumont or its agents, officers, consultants, or employees to attack, set aside, void, or annul, an approval of the City of Beaumont, its advisory agencies, appeal boards, or legislative body concerning Plot Plan (PP2024-0059), Sign Program (PLAN2024-0157), Variance (V2024-0019 and V2025-0031), and Development Agreement (PLAN2025-0177) and CEQA Section 15183 exemption. The City of Beaumont will promptly notify the permittee of any such claim, action, or proceeding against the City of Beaumont and will cooperate fully in the defense. If the City fails to promptly notify the permittee of any such claim, action or proceeding or fails to cooperate fully in the defense, the permittee shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City of Beaumont.

4. This approval is subject to the City of Beaumont Municipal Code Section 17.02.070 Plot Plans are subject to timing specified in Sections (I) Plot Plan Time Limits, and (J) Plot Plan Lapse in Time.

5. This approval is subject to the City of Beaumont Municipal Code Section 17.02.110 Variances are subject to timing specified in Sections (K) Variance Time Limits, and (L) Variance Lapse in Time.

6. The project applicant shall submit conditional use permit for the commercial pad sites that have been identified as drive-throughs pursuant to Section 17.02.100 Conditional Use Permits of the Beaumont Municipal Code once tenants have been identified.

7. The development and uses entitled pursuant to the permit shall comply with the Beaumont Municipal Code and all other applicable City of Beaumont ordinances and state and federal codes. The development of the premises shall conform substantially with that as shown on the approved site plan, unless otherwise amended by these conditions of approval.

8. A business license application review and approval are required prior to building permit final.

9. Final inspections will be required prior to the start of operations by City of Beaumont Departments including, but not limited to, the office of the Fire Marshal and the Riverside County Flood Control District. All inspections shall be performed and approved before a Certificate of Occupancy is issued.

10. If any of the conditions of approval are violated, or if the use otherwise becomes a public nuisance as set forth in the Beaumont Municipal Code, the Plot Plan permit may be revoked as prescribed in the Municipal Code.

11. A valid business license shall be maintained in force at all times.

12. The Community Development Director shall monitor the subject use to ensure that the scale of the use does not exceed the limitations of the existing site improvements. In the event the Community Development Director determines that the scale of the use has exceeded site limitations, a hearing shall be scheduled before the Planning Commission to review the permit and consider modification or revocation thereof.

13. After 12 months of operation, the subject matter may, at the discretion of the Community Development Director, be scheduled for review by the Planning Commission. The Commission shall retain the authority to amend these conditions of approval at such time, or to modify the use or revoke the permit if nuisance conditions result from the operation.

14. The project shall comply with the outdoor lighting (night sky) requirements of Beaumont Municipal Code Chapter 8.50.

15. Outdoor storage of motor vehicles is prohibited and is not consistent with the standard operation of the business.

16. No vehicles may be parked on sidewalks, parkways, driveways, or alleys.

17. The applicant shall be responsible for securing clearance, permits and approvals from all relevant agencies, including, but not limited to, the Building Department, Fire Department, Public Works Department, and any other necessary departments or agencies.

18. A sign program has been included as part of this project but will require separate Planning and Building sign permits prior to installation. All signage shall be developed in conformance with the zoning ordinance of the Beaumont Municipal Code, Chapter 17.07 or the Oak Valley Village sign program.

19. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash, disease, vermin, and debris during the life of this project.

20. Prior to the issuance of a Building Permit, or Certificate of Occupancy (whichever occurs first), landscape plans shall be prepared by a Licensed Landscape Architect and submitted in conjunction with Building plan and this project shall be subject to all the requirements listed in Chapter 17.06. The plans shall indicate species, sizes and spacing of all shrubs, groundcover, and trees.

21. Project shall comply with the landscaping provisions of Chapter 17.06 of the Beaumont Municipal Code.

22. Pursuant to Beaumont Municipal Code, Section 17.06.040.A & B landscaping is required as follows per Section 17.06.060.B:

A. Landscape Requirements.
1. Landscape Depths Required:
a. Property Lines Adjacent to Residential Districts: Five feet.
b. Required Setback Adjacent to Public Rights-of-Way: Ten feet.
2.This area shall be landscaped with plant materials.
3. Landscaping in these areas shall consist of an effective combination of street trees, trees, ground cover and shrubbery and may include such items as sidewalks, access driveways, flagpoles, fountains, and other similar appurtenances.
4. Landscaping shall be developed as usable landscaped open space and outdoor living and recreation area with an adequate irrigation system.
5. Area shall be landscaped with plant materials designed to provide beautification and screening.
6. The planting of shade trees on the south and west-facing sides of new buildings is encouraged.

B. Landscape Provisions.
1.All non-paved areas shall be landscaped and maintained to control dust.
2. Wherever off-street parking areas are situated across the street from property in a residential zone, a masonry wall or berm three feet in height shall be erected within the required landscape area, outside of the public right-of-way to adequately screen the residential properties.
3. An automatic irrigation system shall be provided for all landscaped areas.
4. Landscaping within required setback adjacent to the public right-of-way shall be provided and maintained in perpetuity subject to the following conditions:
a. A distinct demarcation between asphalt paving and landscaped area shall be provided.
b. No other usage or storage is permitted within the required landscaped area.

23. Pursuant to Beaumont Municipal Code Section 17.06.050.A parking lot dividers, islands, planters, and planting areas shall be a minimum of five feet wide and ten feet long except for that all new or retrofitted tree planter shall be a minimum of nine feet by seven feet, measured to the inside perimeter of the planter, and shall have no less than 48 square feet of permeable soil planting area. Subject to approval of Variance V2025-0031, some planters may have reduced dimensions.

24. Pursuant to Beaumont Municipal Code Section 17.06.050.B Parking lot tree irrigation requirements. Automatic irrigation systems within parking lots shall be installed. Trees shall be irrigated with drip emitters, bubbler heads, or subterranean low-volume drip system. Trees shall be irrigated separately from shrubs and ground covers.

25. Prior to the issuance of a Certificate of Occupancy, all street frontage landscaping

shall be installed, and irrigation shall be operational for the entire street frontages for the shopping center. Street frontage landscaping shall consist of on and off-site areas from the street frontage to the edge of proposed buildings or drive-thru lanes, as shown on the conceptual landscape plan dated April 28, 2025.

26. The landscape plans shall include at a minimum size, 24" box trees consistent with the conceptual landscape plan dated April 28, 2025.
27. Off-site landscaping within the right-of-way shall be enhanced subject to approval by the Public Works Department.

28. Prior to the issuance of the final permit or certificate of occupancy, the landscape and irrigation plans shall be approved and installed to the satisfaction of the Planning Department.

29. Pursuant to Beaumont Municipal Code Section 17.06.050.C Parking lot tree maintenance and installation requirements. All plants and irrigation systems shall be installed according to approved plans. The owner shall guarantee the quality of work, health, and condition of plants and installation of materials including but not limited to plant types, size, spacing, and irrigation systems. Prior to final acceptance of the project, the City shall inspect and verify that the installation is in compliance with the approved plans and specifications. All corrections, adjustments, and/or replacement of landscape elements shall be done prior to final approval by the City.

30. Barbed wire, concertina and razor are strictly prohibited. Alternative toppers may be considered on a case-by-case basis, subject to approval by the Community Development Director.

31. An anti-graffiti coating shall be provided on all block walls, and written verification from the developer shall be provided to the City of Beaumont Planning Department. However, the applicant may request to have the condition modified for consideration by the Planning Commission.

32. Block walls within public view shall be of decorative materials.

33. Pursuant to Beaumont Municipal Code, Section 17.11.160.D.3, all structures, appurtenances, parking, and drive aisles shall be paved with asphalt or concrete.

34. Pursuant to Beaumont Municipal Code, Section 17.11.160.D.4, all outdoor facilities shall be in compliance with Chapter 8.50 Outdoor Lighting of the Beaumont Municipal Code.

35. All rooftop equipment and mechanical equipment shall be screened from public view and shall be demonstrated on the building plans.

36. Outdoor lighting systems in the Commercial/Industrial zone shall be reduced in lighting by at least 50 percent beginning at 10:00 pm. or close of business, whichever is later, until dawn or the start of business, whichever is sooner. When possible, the lighting system shall be turned off rather than reduced in lighting level. Lighting shall be equipped with controls for photocell on and time off.

37. No outdoor activities are permitted within the parking area without an approved Temporary Use Permit or Special Event Permit.

38. No vehicles may be parked on the premises for the purpose of offer for sale.

39. Occupancy inspections will be required prior to the start of operations by the Building & Safety, Planning, Police, and Fire Departments. All inspections shall be performed and approved before a Certificate of Occupancy will be issued by the Building and Safety Department.

40. Exterior signage/advertisements promoting or indicating the availability of alcoholic beverages shall be prohibited. Exterior signage indicating the availability of alcoholic beverages shall be limited to the name of the business.

41. Exposed neon signage is strictly prohibited along the exterior windows. This includes “open/closed” sign for business.

42. The project is exempt from CEQA under Section 15183 of the CEQA guidelines (Projects Consistent with a Community Plan or Zoning). The project shall comply with the applicable mitigation measures of the 2020 General Plan Update Environmental Impact Report.

43. Pursuant to the RCA MSHCP Joint Powers Review (JPR) determination, the project applicant shall convey to RCA the required approximate 23.1 acres for conservation of sensitive habitat and open space.

44. The applicant shall comply with the requirements of the will serve letter issued by the Beaumont Cherry Valley Water District, including annexing into the water district.

45. The project shall comply with Chapter 8.50 Outdoor Lighting of the Beaumont Municipal Code.

46. The project shall comply with Chapter 9.02, Noise Control of the Beaumont Municipal Code.

47. The project shall comply with Chapter 17.04 Performance Standards of the Beaumont Municipal Code.

48. The project is proposed to be constructed in multiple phases. Any modifications to the phasing will require a modification to the Plot Plan and conditions of approval.

49. The applicant may contact the Department of Transportation for further information regarding the requirements of a Safety Analysis.

50. Riverside County Flood Control: If this project proposes channels, storm drains larger than 36 inches in diameter, or other facilities that could be considered regional in nature and/or a logical extension a District's facility, the District would consider accepting ownership of such facilities on written request by the City. The Project Applicant shall enter into a cooperative agreement establishing the terms and conditions of inspection, operation, and maintenance with the District and any other maintenance partners. Facilities must be constructed to District standards, and District plan check and inspection will be required for District acceptance. Plan check, inspection, and administrative fees will be required. The regulatory permits' terms and conditions shall be approved by the District prior to improvement plan approval, map recordation, or finalization of the regulatory permits. There shall be no unreasonable constraint upon the District's ability to operate and maintain the flood control facility(ies) to protect public health and safety.

51. Riverside County Flood Control: An encroachment permit shall be obtained for any construction related activities occurring within District right of way or facilities, namely, Noble Creek Channel. If a proposed storm drain connection exceeds the hydraulic performance of the existing drainage facilities, mitigation will be required. For further information, contact the District's Encroachment Permit Section at 951.955.1266 (If applicable).

52. Riverside County Flood Control: This project involves District proposed Master Drainage Plan facilities, namely Noble Creek Channel. The District will accept ownership of such facilities on written request by the City. The Project Applicant shall enter into a cooperative agreement establishing the terms and conditions of inspection, operation, and maintenance with the District and any other maintenance partners. Facilities must be constructed to District standards, and District plan check and inspection will be required for District acceptance. Plan check, inspection, and administrative fees will be required. All regulatory permits (and all documents pertaining thereto, e.g., Habitat Mitigation and Monitoring Plans, Conservation Plans/Easements) that are to be secured by the Applicant for both facility construction and maintenance shall be submitted to the District for review. The regulatory permits' terms and conditions shall be approved by the District prior to improvement plan approval, map recordation, or finalization of the regulatory permits. There shall be no unreasonable constraint upon the District's ability to operate and maintain the flood control facility(ies) to protect public health and safety. (If applicable).

BUILDING DEPARTMENT CONDITIONS

53. A legal address assigned by the Building Division will be required prior to submittal of any plan check documents to the Building Division. Please coordinate directly with Building for required application, fees, and documentation required. This address must be posted on the site at all times.

54. Address shall be posted in a manner approved by the Fire Chief of Riverside County or the Fire Chief's designee.

55. The proposed use requires construction drawings to be submitted to the Department of Building and Safety for plan review, building permits and building inspections.

56. Provide note on plans that "Dig Alert (811) shall be contacted prior to any excavation in accordance with government code section 4216".

57. All new structures shall be designed in conformance to the latest design standards adopted by the State of California in the California Building Standards Code, Title 24, California Code of Regulations (CBC, CRC, CEC, CMC, CPC and Green Building Standards) and City of Beaumont Ordinances including requirements for allowable area, occupancy separations, fire suppression systems, etc.

58. The proposed shopping center and associated construction requires construction drawings to be submitted to the Building Department for plan review, building permits and inspections.

59. Access, sanitary facilities, and parking shall comply with Title 24 Accessibility Requirements with the currently adopted California Building Code for Common Use Areas.

60. At least 1 accessible route shall be provided within the site from accessible parking spaces and accessible parking loading zones; public streets and sidewalks; and public transportation stops to the accessible building or facility entrance they serve. If more than 1 route is provided, all routes must be accessible.

61. All on-site water and sewer utilities, up to the property line, shall be shown only on the building department submittal. The building department will inspect on-site utilities.

62. Electronic plan submittals are required and shall be submitted to Permits@beaumontca.gov

63. Sites subject to parcel line adjustments shall reflect the existing parcel lines and the proposed parcel lines and the distances to the structure accordingly. Recordation of such lot line adjustments must be received by the City of Beaumont prior to permit final or first occupancy, whichever comes first.

64. Provide a Preliminary Geotechnical Report which addresses the feasibility of your proposed project. Address any known potential seismic hazards from known mapped faults, earthquake induced landslides, liquefaction zones or any other geologic concerns that might affect the development.

65. Upon plan check submittal and after review of the submitted plans, specifications and documents, additional requirements may be required.

66. The proposed new development is subject to the payment of School Fees as required by law. The applicant is required to submit a Certificate of Compliance from the school district(s) to obtain building permits from the City.

67. Permit fees shall be paid in accordance to the City's adopted fee schedule at the time of building permit issuance).

68. The proposed new development is subject to the payment of Transportation Uniform Mitigation Fee (TUMF).

69. The proposed new development may be subject to the payment of Multiple Species Habitat Conservation Plan (MSHCP).

70. Plans submitted for plan review shall indicate the scope of work proposed. This shall include any walls to be removed, added or spaces created, any proposed lighting, electrical, mechanical, or pluming work, etc.

FIRE DEPARTMENT CONDITIONS

With respect to the planning conditions for the referenced project, the fire department requires the following fire protection measures be provided in accordance with Riverside County Ordinances, the current edition of California Fire Code (CFC) as adopted and amended by the County of Riverside and/or recognized fire protection standards:

71. Fire Protection Water Supplies/Fire Flow - Minimum fire flow for the construction of all buildings is required per CFC Appendix B. Prior to building permit issuance for new construction, the applicant shall provide documentation to show there exists a water system capable of delivering the required fire flow. Specific design features may increase or decrease the required fire flow.
    a) Will Serve Letters from the responsible water purveyor are required prior to a map recordation.

72. Fire Protection Water Supplies/Hydrants - The minimum number of fire hydrants required, as well as the location and spacing of fire hydrants, shall comply with CFC Appendix C and NFPA 24. Fire hydrants shall be located no more than 400 feet from all portions of the exterior of the building along an approved route on a fire

apparatus access road, unless otherwise approved by the fire department. In areas where new water mains are extended along streets and hydrants are not needed for protection of structures, standard fire hydrants shall be provided at spacing not to exceed 1,000 feet along streets for transportation hazards. Fire hydrants shall be at least 40 feet from the building it is serving. A fire hydrant shall be located within 20 to 100 feet of the fire department connection for buildings protected with a fire sprinkler system. The size and number of outlets required for the approved fire hydrants are 4" x 2 ½" x 2 ½" (super hydrant). Reference CFC as amended and NFPA 24.

73. Fire Department Access - Fire apparatus access roads shall be provided within 150 feet of all exterior portions of buildings, unless otherwise approved by the fire department. Fire apparatus access roads shall have an unobstructed width of no less than 24 feet. Dead-end fire apparatus access roads exceeding 150 feet in length shall provide an approved turn around. For developments within the LRA VHFHSZ, the minimum required turning radius of a fire apparatus access road is 74 feet outside radius and 50 feet inside radius. See California Code of Regulations Title 14 Section1273.04. The construction of the fire apparatus access roads shall be all weather and capable of sustaining 80,000 lbs. Unless otherwise approved, the grade of a fire apparatus access road shall not exceed 16 percent, and the cross slope shall not exceed 2.5 percent. The angles of approach and departure for fire apparatus access roads shall be a maximum of 6 percent grade change for 25 feet of approach/departure. Reference CFC as amended and Riverside County Fire Department Policies and Standards.
    a) Fire Lane marking: Identification and marking of fire lanes, including curb details and signage, shall comply with all Riverside County Fire Department Standards.

74. Fire Department Access Turn Around – On-parcel dead-end fire apparatus access roads exceeding 150 feet in length shall provide a bulb turnaround at the terminus measuring a minimum of 45 feet outside radius and 24 feet inside radius. For development within the LRA VHFHSZ, the bulb turnaround at the terminus shall be 45ft. Parallel parking around the perimeter of the bulb is acceptable provided the bulb outside turning radius is increased by 8 feet. In-lieu of a bulb, a hammer-head type turnaround is acceptable where the top of the "T" dimension is 120 feet with the stem in the center. Additional turnaround designs may be acceptable as approved by the Fire Department. Reference CFC as amended and Riverside County Fire Department Policies and Standards.

75. Addressing- All commercial buildings shall display street numbers in a prominent location on the address side and additional locations as required. Reference CFC as amended. Ref. CFC 505.1 and County of Riverside Office of the Fire Marshal Standard #07-01.

76. Secondary Access – Unless otherwise approved by the Fire Department, dead

end fire apparatus access roads shall not exceed 600 feet for Very High Fire Hazard Severity Zone and High Fire Hazard Severity Zone areas. Secondary egress/access fire apparatus access roads shall provide independent egress/access from/to the area or as otherwise approved by the Fire Department. Secondary egress/access fire apparatus access roads shall be as remote as possible from the primary fire apparatus access road to reduce the possibility that both routes will be obstructed by a single emergency. Additional fire apparatus access roads based on the potential for impairment by vehicle. congestion, condition of terrain, climatic conditions, anticipated magnitude of a potential incident, or other factors that could limit access may be required by the Fire Department. Reference CFC as amended and Riverside County Fire Department Policies and Standards.

77. Fire Department Building Construction Plan Review - Submittal of construction plans to the Fire Department will be required. Final fire and life safety conditions will be addressed when the Fire Department reviews the plans. These conditions will be based on California Fire Code, California Building Code (CBC), and related codes/standards adopted at the time of construction plan submittal. Reference CFC as amended.

78. Fire Sprinkler System - All new commercial buildings and structures 3,600 square feet or larger will be required to install a fire sprinkler system. Reference CFC as amended.

79. Fire Alarm and Detection System - A water flow monitoring system and/or fire alarm system may be required as determined at time of building construction plan review. Reference CFC as amended.

80. This project is subject to the updated state-mandated Fire Hazard Severity Zones and will fall into the Very High and High Fire Hazard Severity Zones once locally adopted by ordinance. This project is subject to the adopted building code requirements and fire protection plan and/ or fuel modification plan requirements for the applicable zone at the time of building permit application.

81. Hazardous Vegetation and Fuel Management Plan - Projects in the Local Responsibility Area, Very High Fire Hazard Severity Zone, and the State Responsibility Area Very High, High, and Moderate Fire Hazard Severity Zones shall provide a Hazardous Vegetation and Fuel Management Plan to be reviewed and approved by the Fire Department. A preliminary plan shall be provided to and approved by the Fire Department prior to any new parcel map recordation. A final plan shall be provided prior to grading permit clearances. Reference CFC as amended.

82. Materials and Construction Methods for Exterior Wildfire Exposure - Projects in the Local Responsibility Area, Very High Fire Hazard Severity Zone, and the State Responsibility Area Very High, High, and Moderate Fire Hazard Severity Zones shall comply with Chapter 7A of the California Building Code and California Code of Regulations, Title 14 Fire Safety Regulations. Reference CFC as amended.

83. Traffic Calming Devices - Requests for installation of traffic calming designs/devices on fire apparatus access roads shall be submitted and approved by the Fire Code Official. Reference CFC as amended.

84. Gate Access - All electronically operated gates shall be provided with Knox key switches and automatic sensors for access. These gates shall be provided with access to gate equipment or another method to open the gate if there is a power failure. (Manual gates shall not be locked unless a Knox padlock or Knox Box containing the key to the lock is installed in an approved location on the approach side of the gate). A pedestrian gate, if used to provide access, shall be a minimum 3 feet wide and provided with a Knox Box/Padlock if locked. Reference CFC as amended.

85. Fire Department Access Doors – If high piled storage will be utilized in the building, Fire Department Access Doors may be required every 150 feet along all portions of the interior of the building that are along the fire apparatus access road. Reference CFC as amended.

86. Water Plans - If fire hydrants are required to be installed, applicant/developer shall furnish the water system fire hydrant plans to the Fire Department for review and approval prior to building permit issuance. Plans shall be signed by a registered civil engineer, and shall confirm hydrant type, location, spacing, and minimum fire flow. Once plans are signed and approved by the local water authority, the originals shall be presented to the Fire Department for review and approval. Reference CFC as amended.

87. Emergency Responder Communication Coverage Systems - Projects that do not meet the exceptions set forth by the Riverside County Office of the Fire Marshal shall provide plans for an emergency responder radio coverage system. Reference CFC as amended and Riverside County Fire Department Policies and Standards.

Prior to Grading

88. Water Plans-Fire
    The applicant or developer shall furnish one copy of the water system plans to the Fire Department for review. Plans shall be signed by a registered civil engineer, containing a Fire Department approval signature block, and shall conform to hydrant type, location, spacing and minimum fire flow. Once plans are signed by the local

water company, the originals shall be presented to the Fire Department for signature.

89. Hazardous Vegetation and Fuel Management Plan-Fire
Projects in the Local Responsibility Area Very High Fire Hazard Severity Zone and the State Responsibility Area Very High, High, and Moderate Fire Hazard Severity Zones shall provide a FINAL Hazardous Vegetation and Fuel Management Plan to be reviewed and approved by the Fire Department. Contact our office for submittal instructions.

90. Fire Access Road Improvements-Fire
The applicant shall submit Precise Grading Plans identifying on-parcel Fire Access Road improvements to all structures in compliance with Fire Department Standards.

Prior to Permit

91. Phased Construction Access and Water Supply-Fire
If construction is phased, an approved phasing plan shall be approved by the Fire Department. Each phase shall provide approved access and water supply for fire protection prior to any construction. Contact our office for submittal instructions.

92. No Build Prior to Access Road Improvements
No construction permits for any of the parcels exceeding 5-acres shall be approved prior to improvements to the off-site Access Road (dedicated/non-dedicated) to be utilized for Fire Access, as detailed on the recorded map, to the minimum standards outlined in Riverside County Ordinance 460 and 461. The responsibility to complete the design and construction improvements of the Access Road(s) leading to the parcel proposed for construction, shall be the responsibility of the parcel owner/developer seeking building construction permits.

93. Hazardous Vegetation and Fuel Management Plan Inspection
Verify if an inspection of the requirements of the final Hazardous Vegetation and Fuel Management Plan is required before permit issuance, in accordance with the report document. Contact our office for instructions regarding this inspection.

94. Fire Department Plan Review-Fire
Submittal of construction plans to the Fire Department will be required. This will require a separate permit application submitted directly to the Fire Department. This shall include a full site plan including all fire apparatus access roads. Final fire and life safety conditions will be addressed when the Fire Department reviews these plans. These conditions will be based on California Fire Code, California Building Code (CBC), and related codes/standards adopted at the time of construction plan submittal. Contact our office for submittal instructions.

95. Bulk Storage/Use of Hazardous Materials and H Occupancies-Fire

A Hazardous Materials Technical Report shall be provided to and approved by the Fire Department. Contact our office for submittal instructions.

Prior to Final

96. Hazardous Vegetation and Fuel Management Plan Inspection-Fire Inspection of the requirements of the FINAL Hazardous Vegetation and Fuel Management Plan is required before final Inspection. Contact our office for instructions regarding this inspection.

97. Emergency Responder Radio Communication Compliance-Fire Inspection of and function testing of the site-specific impacts to the regional Emergency Responder Radio Communication System without repeater installations, is required at a time in the development that all walls, floors, roofs, and un-stocked fixtures are installed. The results of the testing shall determine if there are critical impacts to the regional radio system and the need for any mitigations within a specified timeline of the development completion.

POLICE DEPARTMENT

98. The applicant shall comply with all applicable local, county, state and federal regulations.

99. All exterior lighting on the site shall remain fully functional and be kept on during all hours of darkness. Exterior lighting shall be sufficient to illuminate the property during all hours of darkness. Any proposed outside lighting shall be in compliance with the City's Lighting Ordinance, Chapter 8.50, of the City of Beaumont Municipal Code.

100. There shall be no loitering permitted on the premises. It is the responsibility of the applicant to enforce no loitering.

101. The applicant has the option to have security cameras operating at all times. Security cameras should be located in key areas in and around the development, including the parking lot area. All images must be recorded and retained for at least 30 days.

102. The address of each individual building/suite shall be clearly visible from the front of the building and shall be illuminated during the hours of darkness. It shall be clear to first responders the building address/unit.

103. Graffiti shall be removed immediately. It is recommended to use materials that are less desirable for graffiti. Where permitted by the

Planning Department, it is recommended to cover appropriate fencing/walls (block wall, etc.) with vines to discourage graffiti.

104. Landscaping on the premises shall be trimmed below three feet (bushes, ground cover, etc.) and above six feet (tree canopies). All bushes located in front of a window need to be trimmed below the bottom of the window. A "V" pattern to the bushes allows for visibility. These requirements are to provide clear visibility throughout the property.

105. The applicant shall ensure that all gates are installed with an approved means of emergency operation and said gates shall be maintained operational. All locked gates require a Knox Key Switch or Knox Pad-lock. Contact the Beaumont Police Department to obtain the Knox Box application.

106. Trash enclosures shall be locked and secured.

107. The applicant has the option for License Plate Reader (LPR) cameras to be installed and maintained by the applicant, at each entrance/exit driveway and/or roadway leading into the development to assist law enforcement with detouring and apprehension of subjects involved in criminal activity. Contact the Beaumont Police Department to obtain additional information at the time of construction.

108. At Applicant's discretion, set aside office space within the development for Beaumont Police Department to utilize. The office space would allow police officers the ability to complete paperwork/reports, respond quickly to calls for service, and detour criminal activity within the retail development.

PUBLIC WORKS – PP2024-0059

GENERAL

1. The following is a non-inclusive list of items that may be required by the Public Works Department:

A. Plans:
   a. Street Improvement Plan
   b. Sewer Improvement Plan
   c. Storm Drain Improvement Plan
   d. Landscape Plan (Offsite)
   e. Rough Grading Plan
   f. Precise Grading Plan
   g. Retaining Wall Plan (for line and grade only)

h. Erosion Control Plan
i. Traffic Control Plan

B. Reports and Studies:
   a. Geotechnical Report
   b. Stormwater Pollution Prevention Plan (SWPPP)
   c. Final Hydrology and Hydraulics Report
   d. Final Water Quality Management Plan (WQMP)
   e. Offsite Improvement Engineer's Cost Estimate (ECE)
   f. Grading & Pad Certification
   g. Compaction Report

C. Permits and Agreements:
   a. Permission to Grade and Construction Agreements
   b. WQMP Covenant and Agreement
   c. City Grading Permit
   d. City Dirt Haul Permit
   e. City Encroachment Permit
   f. Performance Bond
   g. Labor and Material Bond
   h. Maintenance Bond

D. Survey Documents
   a. Easement Dedications
   b. Corner Record
   c. Record of Survey

E. Fees: Prior to obtaining a building permit the Applicant shall pay all applicable development fees as indicated on the fee schedule, current at the time of permit, available from the City.

2. The design of public infrastructure elements shall conform to the requirements of the City of Beaumont General Plan, Water Quality Management Plan, Master Plans, City of Beaumont Municipal Code and Standards, Riverside County Transportation Department (RCTD) Road Standards & Specification, Riverside County Flood Control Standards, RCTD Map Preparation Manual, Eastern Municipal Water District (EMWD), Caltrans Standard Specifications, and the Standard Specifications for Public Works Construction, current edition, as required by the Public Works Department.

3. All required plans and studies shall be prepared by a Registered Professional Engineer, Registered Professional Geologist, or Registered Professional Surveyor in the State of California, and submitted to the Public Works Department for review and approval.

4. The Applicant shall coordinate with affected utility companies and obtain any permits

as necessary for the development of this project.

5. The Applicant is responsible for resolving any conflicts with existing or proposed easements. All easement(s) of record and proposed easements shall be shown on the grading plan and improvement plans, where applicable.

6. The Applicant shall obtain an Encroachment Permit, as required, for all work within the public right-of-way.

7. The Applicant, at its sole expense, shall obtain all right-of-way or easement acquisitions necessary to implement any portion or condition of this project, including public improvements, off-site grading & construction, offsite street requirements, offsite sewer requirements, storm drain improvements, or any other requirement or condition.

8. All water quality basin facilities shall be private and maintained by the property owner(s).

9. All storm drains shall be private and maintained by the property owner(s).

10. Concrete slope protection and scour wall improvements along Noble Creek shall be located on-site and maintained by the property owner(s).

SURVEYING AND MAPPING

11. PRIOR ISSUANCE OF A BUILDING PERMIT: The Applicant shall obtain City approval of Lot Line Adjustments (LLA) to modify the property parcel lines as shown on the approved grading plans. The LLA shall be recorded with the Riverside County Recorder's Office, and proof of recordation shall be obtained by the Public Works Department.

12. PRIOR ISSUANCE OF AN ENCROACHMENT PERMIT: The Applicant shall provide all right-of-way dedications necessary for the construction of all streets, per separate instrument, including but not limited to:

    A. Oak Valley Parkway is classified as a Modified Urban Arterial Highway (139-feet ultimate right-of-way), per the City of Beaumont General Plan (2040) Mobility Element. The Applicant shall dedicate all additional right-of-way necessary to achieve 64-feet half-width right-of-way, as measured perpendicular to the centerline of the record.
    B. Oak Valley Parkway half-width right-of-way dedication shall accommodate a 14-foot-wide raised median, three eastbound through lanes, a 6-foot curb adjacent sidewalk, a 3-foot parkway, and a Class 2 bike lane, as indicated in RCTD Standard No. 91.

C. Oak Valley Parkway half-width right-of-way dedication shall extend beyond the project boundary to approximately 700-feet east of Oak View Drive centerline, also being the east property line of parcel identified as APN 414-070-008.

13. PRIOR ISSUANCE OF AN ENCROACHMENT PERMIT: The Applicant shall dedicate an easement for public road purposes along the frontage of the project site, as necessary to ensure continuous, unobstructed public pedestrian access. The easement shall include the full width of any proposed public sidewalk that extends into the property.

14. PRIOR ISSUANCE OF AN ENCROACHMENT PERMIT: The Applicant shall dedicate right-of-way at the southwest and southeast corners of the intersection of Oak Valley Parkway and Golf Club Drive to accommodate property line corner cutbacks per RCTD Standard No. 805.

15. PRIOR TO START OF CONSTRUCTION: Where survey monuments exist, such monuments shall be protected or shall be referenced and reset, pursuant to the Business and Professions Code, Sections 8700 to 8805 (Land Surveyors Act).

16. PRIOR TO THE START OF CONSTRUCTION: The Applicant shall have the property corners identified and clearly flagged. Any missing or obliterated corners shall be reestablished and set in accordance with the Land Surveyors Act and Professional Land Surveying Practices. All right-of-way dedications shall be monumented. As necessary, a Corner Record or Record of Survey shall be filed with the County of Riverside.

17. PRIOR TO START OF CONSTRUCTION: The Applicant shall provide an easement over, across, and which provides ingress and egress to all private water quality, stormwater, and drainage basins, to be dedicated to the City, for ingress, egress, and right to inspect unless otherwise directed by the Public Works Department.

18. PRIOR ISSUANCE OF ANY OCCUPANCY PERMIT (COO): Monuments shall be provided per Section 8771 of the Business and Professions Code. Crossties shall be set on top of curbs and tie sheets shall be submitted to the Public Works Department.

STREET IMPROVEMENTS

19. PRIOR TO START OF CONSTRUCTION: All public improvement plans associated with the project and necessary for the complete construction of off-site facilities shall be approved.

20. PRIOR TO START OF CONSTRUCTION: The Applicant shall provide securities guaranteeing the payment of the cost for all public improvements. The securities shall include Faithful Performance and labor and materials for 100% of the approved Engineer's Cost Estimate (ECE). Streets (including striping, signing, lights, and landscaping), sewer, and storm drain improvements shall have individual and separate

security.

21. PRIOR TO START OF CONSTRUCTION: The Applicant shall prepare and fully execute a Subdivision Improvement Agreement (SIA) or other agreement acceptable to the City. A SIA shall be on the City approved form.

22. PRIOR TO ACCEPTANCE OF ANY PUBLIC STREET IMPROVEMENT OR PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): The Applicant shall underground all existing utilities located on, extending across, or coincident with the project boundary and as necessary to transition to existing facilities per Beaumont Municipal Code Section 12.18.030. Should any overhead utility be exempt from underground, the Applicant shall relocate the utility and appurtenances as needed for the safe and equitable operation of other improvements.

23. PRIOR TO ACCEPTANCE OF ANY PUBLIC STREET IMPROVEMENT OR PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): The Applicant shall complete all half-width improvements along Oak Valley Parkway, coincident with the project boundary and as necessary to safely transition to the existing improvements. All transitions to existing improvement shall occur outside the project boundary. The improvements shall conform to modified RCTD Standard No. 91 and shall include:

    A. 8” curb and gutter
    B. 6’ wide curb adjacent sidewalk
    C. 14’ wide raised median
    D. All half-width improvements shall extend beyond the project boundary to approximately 700-feet east of Oak View Drive centerline, also being the east property line of parcel identified as APN 414-070-008.
    E. Street sections shall accommodate three eastbound through lanes and a Class 2 bike lane along Oak Valley Parkway.
    F. Street structural sections shall be designed with a Traffic Index per the soil engineer’s recommendations (10.0 minimum). Preliminary soil investigations shall be used by the Engineer to determine an appropriate R-value, and the pavement and base thickness based on the established Traffic Index. In no case shall the minimum pavement section be less than the requirements of Riverside County Road Standard Specifications Section 8.05.
    G. All saw cuts and joining of existing AC paving shall be per the city’s pavement restoration details.

24. PRIOR TO ACCEPTANCE OF ANY PUBLIC STREET IMPROVEMENT OR PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): The Applicant shall perform a minimum 0.17’ mill and overlay along Oak Valley Parkway from street centerline and/or edge of raised median to edge of existing pavement, coincident with the project boundary and extending beyond the project boundary to the end of the lane reduction, approximately 700-feet east of Oak View Drive centerline and also being the east property line of parcel identified as APN 414-070-008. Prior to overlay, the Applicant

shall provide a letter from the Geotechnical Engineer verifying that the existing Aggregate Base (AB) and subgrade meet the minimum requirements of Riverside County Road Standard Specifications Section 8.05. The Applicant shall be responsible for meeting the Specifications requirement in the event of non-compliance. The overlay is to be applied after all other construction has occurred.

25. PRIOR TO ACCEPTANCE OF ANY PUBLIC STREET IMPROVEMENT OR PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): Lane reduction transition markings shall be provided along Oak Valley Parkway between Oak View Drive and 700-feet east Oak View Drive, also being the east property line of parcel APN 414-070-008. The transition taper length for the lane reduction shall be in conformance with CA MUTCD requirements. Along the taper, install delineators per CA MUTCD. Diagonal crosshatch markings shall be provided from edge of tapered lane to edge of new gutter.

26. PRIOR TO ACCEPTANCE OF ANY PUBLIC STREET IMPROVEMENT OR PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): Construct an AC berm starting at the easterly end of the new 8" curb and tying into the existing curb along Oak Valley Parkway.

27. PRIOR TO ACCEPTANCE OF ANY PUBLIC STREET IMPROVEMENT OR PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): The Applicant shall replace any sidewalk, curb, and gutter, drive approach, AC pavement, or other improvement damaged during construction as determined necessary by the Public Works Department.

28. PRIOR TO ACCEPTANCE OF ANY PUBLIC STREET IMPROVEMENT OR PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): The Applicant shall satisfy all improvements and mitigation measures identified in the approved Traffic Impact Analysis (TIA), including but not limited to:

    A. Installation of a traffic signal at the intersection of Desert Lawn Drive and Oak Valley Parkway.
    B. Pay Transportation Uniform Mitigation Fee (TUMF) to satisfy the requirement to widen and restripe the north leg of the intersection of I-10 EB Ramps at Oak Valley Parkway to provide an exclusive southbound left-turn lane and modify the existing traffic signal.
    C. Pay TUMF to satisfy the requirement to widen and restripe the west leg of the intersection of I-10 EB Ramps at Oak Valley Parkway to provide an exclusive eastbound right-turn lane and modify the existing traffic signal.
    D. Pay TUMF to satisfy the requirement to widen and restripe the south leg of the intersection of I-10 WB Ramps at Oak Valley Parkway to provide an exclusive northbound left-turn lane and modify the existing traffic signal.
    E. Installation of a traffic signal at the intersection of Elm Avenue at Oak Valley Parkway. Intersection improvements shall include striping crosswalks on all legs.

F. At intersection of Golf Club Drive at Oak Valley Parkway, the following improvements shall be completed:
   1. Construct the south leg of the intersection and provide dual exclusive northbound left-turn lanes, a shared northbound through/right-turn lane, and two inbound lanes.
   2. Restripe the north leg of the intersection to provide a southbound through lane.
   3. Widen and restripe the west leg of the intersection to provide two additional eastbound through lanes and an exclusive eastbound right-turn lane.
   4. Widen and restripe the east leg of the intersection to provide an exclusive westbound left-turn lane and two additional eastbound departure lanes.
   5. Modify the existing traffic signal for eight-phase operation.
   6. Stripe crosswalks on the south and east legs.

G. At intersection of Oak Valley Plaza at Oak Valley Parkway, the following improvements shall be completed:
   1. Construct the south leg of the intersection and provide an exclusive northbound left-turn lane, a shared northbound through/right-turn lane, and one inbound lane.
   2. Restripe the north leg of the intersection to provide convert the exclusive southbound right-turn lane to a shared southbound through/right-turn lane.
   3. Widen and restripe the west leg of the intersection to provide one additional eastbound through lane and a shared eastbound through/right-turn lane.
   4. Widen and restripe the east leg of the intersection to provide an exclusive westbound left-turn lane and two additional eastbound departure lanes.
   5. Modify the existing traffic signal for eight-phase operation.
   6. Stripe crosswalks on the south and east legs.

H. At intersection of Oak View Drive at Oak Valley Parkway, widen and restripe the west leg of the intersection to provide two additional eastbound through lanes. Widen and restripe the east leg of the intersection to provide two additional eastbound departure lanes. Modify the existing traffic signal. Stripe a crosswalk on the east leg.

I. At Project Driveway 1 at Oak Valley Parkway, construct the south leg of the intersection and one inbound lane. Widen and restripe the west leg of the intersection to provide one additional eastbound through lane and one exclusive eastbound right-turn lane. Widen and restripe the east leg of the intersection to provide two additional eastbound departure lanes.

29. PRIOR TO ACCEPTANCE OF ANY PUBLIC STREET IMPROVEMENT OR PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): The Applicant shall install public streetlights along the project frontage of perimeter streets, per City of Beaumont approved Street Lighting Specifications. The Applicant shall obtain Specifications from the Public Works Department prior to submitting street light plans. Solar powered streetlights shall not be allowed.

30. PRIOR TO ACCEPTANCE OF ANY PUBLIC STREET IMPROVEMENT OR PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): The Applicant shall design and install offsite landscaping and supporting irrigation system. All irrigation and landscaping associated with this project will be privately maintained. The landscape within the public right-of-way shall occur on a separate plan set from the on-site landscaping.

GRADING AND DRAINAGE IMPROVEMENTS

31. PRIOR TO ISSUANCE OF A GRADING PERMIT: The Applicant shall design the drainage facilities to capture and convey the 100-year storm event.

32. PRIOR TO ISSUANCE OF A GRADING PERMIT: The Applicant shall design the drainage facilities to collect and convey all on-site drainage flows in a manner consistent with the historic drainage pattern and discharge in a manner that will not increase damage, hazard, or liability to adjacent or downstream properties.

33. PRIOR TO ISSUANCE OF A GRADING PERMIT: The Applicant shall obtain a National Pollutant Discharge Elimination System (NPDES) Construction General Permit for stormwater discharges associated with construction activities as required by the California Water Resources Control Board.

34. PRIOR TO ISSUANCE OF A GRADING PERMIT: a WQMP covenant and Agreement shall be fully executed and recorded.

35. PRIOR TO ISSUANCE OF A GRADING PERMIT: A Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and submitted to the California Water Resources Control Board. The developer shall be responsible for implementation, monitoring, operation, and maintenance of the SWPPP until all improvements have been accepted by Public Works Department or construction is complete, whichever is later.

36. PRIOR TO ISSUANCE OF A GRADING PERMIT: A copy of the Notice of Intent (NOI) and Waste Discharge Identification (WDID) number from the State Water Resources Control Board shall be provided to the Public Works Department.

37. PRIOR TO ISSUANCE OF GRADING PERMIT: The Applicant shall adhere to all Federal Emergency Management Agency (FEMA) regulations and requirements if existing drainage patterns are affected by this development. The Applicant shall submit to the City and any governing Federal agency for review and approval of all necessary calculations.

38. PRIOR TO ISSUANCE OF A GRADING PERMIT: The Applicant shall design all storm drains, catch basins, and stormwater structures with trash capture devices per City of

Beaumont Standard.

39. PRIOR TO ISSUANCE OF A GRADING PERMIT: The Applicant shall design temporary drainage facilities and erosion control measures to minimize erosion and silt deposition during the grading operation.

40. CONCURRENT WITH GRADING OPERATIONS: Any grading and/or utility excavations and backfilling, both on and off-site, shall be done under the continuous direction of a licensed geotechnical/civil engineer who shall obtain all required permits and submit reports on progress and test results to the Public Works Department for review and approval as determined by the City. Upon completion of all soil-related work, the geotechnical engineer shall submit a final report to the Public Works Department for review and approval, which may require additional tests at the expense of the Applicant.

STORM DRAIN IMPROVEMENTS

41. PRIOR TO ACCEPTANCE OF ANY PUBLIC STREET OR STORM DRAIN IMPROVEMENT OR PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): The Applicant shall design and construct off-site drainage facilities along Oak Valley Parkway near the northwest corner of the project boundary. The facilities shall include:

    A. A headwall at the existing corrugated metal storm drain. The headwall shall be surrounded by riprap. Applicant shall verify with Caltrans that the easterly storm drain pipe is no longer is use and shall be cutback with no headwall necessary.
    B. Riprap to convey surface flows from Oak Valley Parkway to the existing Caltrans streamline. Riprap shall surround the open concrete channel along Oak Valley Parkway and shall cover the drainage area bound by the west property line.
    C. Protect in place the concrete curb surrounding the existing SCE equipment adjacent to the riprap.
    D. All riprap shall be 1/4 ton minimum size and partially grouted.
    E. Design of storm drain improvements shall be subject to the approval of the Public Works Department.
    F. Design shall be subject to Caltrans review. Applicant shall provide a copy of Caltrans comments and/or approval.

42. PRIOR TO ACCEPTANCE OF ANY PUBLIC STREET OR STORM DRAIN IMPROVEMENT OR PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): All storm drain manhole rims shall be set flush with the finished surface Per the City of Beaumont’s paving and manhole cover detail.

SEWER IMPROVEMENTS

43. PRIOR TO APPROVAL OF IMPROVEMENT PLANS AND COMMENCEMENT OF CONSTRUCTION FOR ANY PUBLIC SEWER IMPROVEMENT: The Applicant shall submit and obtain City approval of grading, utility, and site wall plans that show all onsite improvements including sewer mains, manholes, interceptors, and vehicle access improvements meeting applicable codes & standards to preserve continued vehicle access from Oak Valley Parkway to the Noble Creek Lift Station located at 1899 W. Oak Valley Parkway. Said vehicle access shall include, without limitation, an access road capable of being driven on by fire engine trucks, combo vacuum trucks, cement trucks, crane trucks, and tractor trucks with flatbed trailers capable of carrying 20 ft sections of pipe. Said vehicle access improvements shall be located on the Applicant's site and no portion of these improvements shall be located on the City's existing easement without City approval. Regarding vehicle access improvements, Applicant shall design improvements that satisfy all the relevant geometric parameters including minimum turning radius and corner site distance of the aforementioned vehicles. Further, if access improvements are to be ramped or sloped to the existing elevation of the Noble Creek Lift Station, Applicant shall design improvements that satisfy the maximum slope, maximum approach angle, and maximum departure angle of each of the aforementioned vehicles in accordance with AASHTO design standards. Said improvements including vehicle access improvements shall be designed in accordance with applicable codes and standards including AASHTO design standards and the improvement plans are subject to review and approval by the City.

44. PRIOR TO ISSUANCE OF A GRADING PERMIT AND ISSUANCE OF ENCROACHMENT PERMIT AND COMMENCING ANY GRADING OR SITEWORK: The Applicant shall submit a construction management plan acceptable to the City that preserves at all times vehicle access from Oak Valley Parkway to the Noble Creek Lift Station located at 1899 W. Oak Valley Parkway. Said vehicle access shall include, without limitation, an access road capable of being driven on by fire engine trucks, combo vacuum trucks, cement trucks, crane trucks, and tractor trucks with flatbed trailers. Applicant shall also provide a minimum 55-feet wide truck turnaround easement area such that the aforementioned vehicles can drive forward to enter and exit the existing easement.

45. PRIOR TO ISSUANCE BY THE CITY OF A CERTIFICATE OF OCCUPANCY (CCO) FOR THE FIRST BUILDING IN THE PROJECT: Applicant shall construct improvements including vehicle access improvements in accordance with City approved plans and at all times thereafter maintain onsite vehicle access improvements to and from the easement where the Noble Creek Lift Station is located.

46. PRIOR TO ACCEPTANCE OF ANY PUBLIC STREET OR SEWER IMPROVEMENT AND PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): The Applicant shall dedicate: a minimum 20-feet wide (or larger if required by the City, Fire Marshal or other AHJ) vehicle access easement to and from the existing Noble Creek Lift

Station originating at Oak Valley Parkway, a 55-feet wide truck turnaround easement such that vehicles can drive forward to enter and exit from the existing easement where the Noble Creek lift station is located (a portion of said turnaround easement which may comprise the existing easement), a 15-feet wide vehicle access across the site from Oak Valley Parkway to the existing easement where the Noble Creek Lift Station is located, and a minimum 15-foot wide easement for all sewer mains and manholes as required per the City of Beaumont's Municipal Code and standards.

47. WITHIN 12 MONTHS AFTER ISSUANCE OF ANY OCCUPANCY PERMIT (COO): The Applicant shall dedicate in fee to the City for public utility purposes a minimum of 40 ft. wide x 160 ft area comprising the existing footprint of the Noble Creek Lift Station located at 1800 W. Oak Valley Blvd.

48. PRIOR TO APPROVAL OF IMPROVEMENT PLANS AND COMMENCEMENT OF CONSTRUCTION OF ANY RETAINING WALLS: The Applicant shall submit plans for any retaining wall or structure adjacent to the Noble Creek Lift Station for review and approval by City. Applicant shall show a minimum setback of retaining wall from the existing Noble Creek Lift Station a minimum of 5 feet such that no portion of the retaining wall and its foundation overhangs, protrudes, or is constructed within the existing easement previously dedicated to the City.

49. PRIOR TO APPROVAL OF IMPROVEMENT PLANS AND COMMENCEMENT OF CONSTRUCTION FOR ANY PUBLIC SEWER IMPROVEMENT: The Applicant shall locate onsite manholes in vehicle circulation paths and not parking spaces such that there is 24/7 access to manholes.

50. PRIOR TO ACCEPT PRIOR TO PLACEMENT OF PAVEMENT OR FINISHED SURFACE: The Applicant shall construct within right of way or a public utilities easement an approximately 100 ft portion of a 2" non-potable water line and install backflow devices from a new meter location on Oak Valley Boulevard to the Noble Creek Lift Station having a horizontal and vertical separation from other utilities in accordance with the requirements of state and local codes and applicable standards.

51. PRIOR TO ACCEPTANCE OF ANY PUBLIC STREET OR SEWER IMPROVEMENT OR PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): All sewer manhole rims and cleanouts shall be set flush with the finished surface and a concrete collar shall be placed around the manholes in accordance with the City of Beaumont's paving and manhole cover detail.

52. PRIOR TO ACCEPTANCE OF ANY PUBLIC SEWER IMPROVEMENT OR PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): The Applicant shall repair the sewer trench and restore existing pavement associated with sewer installation per the City of Beaumont's Paving and Trench Repair detail.

53. PRIOR TO PLACEMENT OF PAVEMENT OR FINISHED SURFACE: The Applicant shall construct all portions of private sewer laterals that encroach or occur within the public right-of-way or public easement. A cleanout shall occur at the right-of-way or public easement boundary per applicable EMWD standard. The lateral shall be sealed to prevent soil and other debris from entering the sewer system.

WATER IMPROVEMENTS

54. PRIOR TO ACCEPTANCE OF ANY PUBLIC STREET IMPROVEMENT OR PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): The Applicant shall ensure all water valves and vault covers within paved areas are raised flushed with finished surface and painted after paving is completed.

55. PRIOR TO ACCEPTANCE OF ANY PUBLIC STREET IMPROVEMENT OR PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT (COO): The Applicant shall ensure all fire hydrants; air vacs and other above ground water facilities are placed outside of sidewalk areas. Water meter boxes and vaults, valve covers, etc. may be placed within sidewalks or paved areas provided such devices are set flush with the finished surfaces and are properly rated for chosen locations.

End of Conditions

PLANNING COMMISSION RESOLUTION NO.

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BEAUMONT RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF BEAUMONT APPROVE AND ADOPT A PROPOSED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BEAUMONT AND BEAUMONT REGENCY AVG LLC

WHEREAS, Article 2.5 of Chapter 4 of Division 1 of Title 7 (commencing with Section 65864) of the Government Code of the State of California (herein referred to as the "Statute") authorizes a city to enter into a contract which is called a development agreement in order to establish with certainty what regulations will govern the construction of a development; and

WHEREAS, in accordance with the Statute, the City Council of the City of Beaumont (herein referred to as the "City Council") adopted Resolution No. 1987-34 on May 11, 1987, establishing procedures and requirements for the consideration of development agreements (herein referred to as the "City Procedures"); and

WHEREAS, in accordance with the Statute and the City Procedures, the Planning Commission must hold a public hearing for the development agreement and forward a recommendation to the City Council upon making five specific findings as stipulated in Section 301 of the City Procedures; and

WHEREAS, the Planning Commission of the City of Beaumont (the "Planning Commission") received an application for a Development Agreement ("Development Agreement No. 2025-0177) from Beaumont Regency AVG (the "Owner"), for that certain real property located at the southeast corner of Oak Valley Parkway and the San Bernardino (I-10) Freeway in the City of Beaumont, County of Riverside, State of California, as generally depicted on the map attached hereto as **Exhibit A** and incorporated herein by this reference (the "Property"), for the purpose of allowing the Owner to construct a commercial development consisting of approximately 279,941 square feet of retail, restaurant, office and other commercial uses (the "Project"); and

WHEREAS, the Development Agreement (PLAN2025-0177) is proposed in conjunction with a request for (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; and Open Space Variance V2025-0031 to reduce the amount of open space otherwise required by the Municipal Code (the "Planning Entitlements"); and

WHEREAS, Section 17.070.030.G of the Beaumont Municipal Code currently prohibits the construction, erection or use of any billboards in the City -- billboards being defined as "a permanent sign structure used for the display of offsite commercial messages, other than a directional sign, which directs attention to a business, commodity, service or entertainment conducted, sold or offered elsewhere than upon the premises where the sign is located, or to which it is affixed"; and

WHEREAS, Owner submitted a request to construct a freeway oriented digital display that brands the City of Beaumont and the shopping center, provides panel space for on-site tenant promotion, and a changeable display for on-site, off-site and City promotional advertising; and

WHEREAS, as part of the Development Agreement application, Owner requested relief from the prohibition and requests authorization from the City to construct a freeway oriented digital display that brands the City of Beaumont and the shopping center, provides panel space for on-site tenant promotion, and a changeable display for on-site, off-site and City promotional advertising; and

WHEREAS, the Development Agreement authorizes the digital display subject to conditions of approval and Owner's obligation to obtain separate approval of a sign permit from the Planning Commission approvals from all other entities with jurisdiction including but not limited to Cal Trans, if applicable, and indemnifying and holding the City harmless from any claims related thereto; and

WHEREAS, the Development Agreement and the Planning Entitlements constitute the "Project Approvals"; and

WHEREAS, on May 28, 2025, the Planning Commission conducted a public hearing for and then approved the Project Approvals and adopted a Resolution establishing conditions of approval and making findings pursuant to the California Environmental Quality Act; and

WHEREAS, the Property is approximately 29 acres in size, consisting of a portion of a larger parcel assemblage totaling 64 acres -- the Owner proposes to separately process a lot line adjustment to create the Property for the purposes of the Project, also setting aside parcels for conservation purposes and a detention basin; and

WHEREAS, the Property is located in the “CC” Community Commercial zone, and is designated for general commercial land uses by the General Plan; and

WHEREAS, the Development Agreement provides for the development of the Project, vests the Land Use Entitlements for a prescribed term, and contributes public funding for off-site public improvements established as a condition of regulatory approval in an amount not exceed the actual costs of said public improvements and where the City maintains no proprietary interest in the overall project in accordance with Labor Code Section 1720; and

WHEREAS, pursuant to and in accordance with the provisions of the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.* (herein referred to as “CEQA”), the State of California Guidelines for the Implementation of the California Environmental Quality Act (commencing with Section 15000 of Title 14 of the California Code of Regulations herein referred to as the "CEQA Guidelines"), and the City's CEQA Procedures, the City is the "lead agency" for the preparation and consideration of environmental documents for the Project; and

WHEREAS, a project specific Environmental Impact Report was prepared in February 2007 for a 411,709 square foot general commercial project on a larger 41-acre project site, and certified by the City Council in April 2007; and

WHEREAS, the City adopted a General Plan and Zoning Update (“2020 GPU”); and certified a Program Environmental Impact Report in October 2020 (“2020 GPU EIR”), enabling the City to consider broad policy alternatives and program-wide mitigation measures with individual project submittals thereby streamlining the approval process; and

WHEREAS, State CEQA Guidelines Section 15183 (Public Resources Code §21083.3), provides that projects which are consistent with the development density established by a Community Plan, General Plan, or Zoning for which an environmental impact report (EIR) has been certified “shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site … this streamlines the review of such projects and reduces the need to prepare repetitive environmental studies;” and

WHEREAS, pursuant to Section 15183(c) of the State CEQA Guidelines, “(i)f an impact is not peculiar to the parcel or to the project, has been addressed as a significant effect in the prior EIR, or can be substantially mitigated by the imposition of uniformly applied development policies

or standards…then an additional EIR need not be prepared for the project solely on the basis of that impact;" and

WHEREAS, the Planning Commission has reviewed the Project and analyzed it based upon the provisions in Section 15183 (Consistency with a General Plan, Community Plan, or Zoning) and Section 15162 (Subsequent EIRs and Negative Declarations) of Title 14 of the California Code of Regulations (State CEQA Guidelines); and

WHEREAS, a Section 15183 Compliance Report ("CEQA Report") was prepared for the Project by Ascent Environmental to evaluate the physical environmental impacts of the Project and the CEQA Report was made available for review on the City's website at www.Beaumont.net; and

WHEREAS, the CEQA Report finds that "because the proposed Project is consistent with the 2020 GPU and because the Project would not result in any new or more severe impacts to the environment beyond what was previously evaluated and disclosed as part of the 2020 GPU EIR, no additional environmental review is required for the proposed Project beyond the analysis and conclusions provided in Section 4 of the CEQA Report"; and

WHEREAS, in conformance with CEQA and the CEQA Guidelines, a Mitigation Monitoring Reporting Program was prepared for the previous project in 2007 and includes mitigation measures that are both program-wide and specific to the Site, which may apply to the new Project based on the proposed CEQA Section 15183 Exemption; and

WHEREAS, the Planning Commission did hold a public hearing in the City of Beaumont on May 28, 2025, at 6:00 p.m., notice of said public hearing having been duly given as required by law, to hear and consider evidence for the Development Agreement and to hear and consider evidence for and against the Project and related actions, and to investigate and make findings and recommendations in connection therewith; and

WHEREAS, the Planning Commission determines that the evidence in the record constitutes substantial evidence to support the actions taken and the findings made in this Resolution, that the facts stated in this Resolution are supported by substantial evidence in the record, including testimony received at the public hearing, the staff presentations, the staff report and all materials in the project files. There is no substantial evidence, nor are there other facts, which negate the findings made in this Resolution. The Planning Commission expressly declares that it considered all evidence presented and reached these findings after due consideration of all evidence presented to it.

NOW, BE IT FURTHER RESOLVED that the Planning Commission does hereby recommend that the City Council approve the Development Agreement, in the form presented at this meeting, based upon the following facts and findings:

SECTION 1. Compliance with the California Environmental Quality Act. The Planning Commission hereby finds and determines that the Project meets the requirements of CEQA Guidelines Section 15183, and as such, no additional CEQA review, such as a Subsequent or Supplemental EIR or MND, is required for the project and that a Notice of Exemption shall be filed with the appropriate agencies.

SECTION 2. Compliance with the Statute and City Procedures. The Planning Commission hereby finds and determines that the Development Agreement complies with the Statute and City Procedures, specifically:

1. The proposed Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan.

2. The proposed Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the applicable zoning district(s) in which the Project is and will be located.

3. The proposed Development Agreement is in conformity with public convenience, general welfare and good land use practice.

4. The proposed Development Agreement is not otherwise detrimental to the health and safety of the citizens of the City of Beaumont.

5. The proposed Development Agreement will not adversely affect the orderly development of property or the preservation of property values.

SECTION 3. Resolution. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED at the regular meeting of the Planning Commission of the City of Beaumont, California, held on the 28th day of May 2025, by the following roll call vote:
AYES:
NOES:

ABSENT:
ABSTAIN:

CITY OF BEAUMONT PLANNING COMMISSION

_____
xxxxxx, Chair
ATTEST: _____
XXXXXX, Secretary

EXHIBIT A
PROPERTY

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

The City of Beaumont

c/o City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE)

APNs:

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF BEAUMONT AND
BEAUMONT REGENCY AVG, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

EFFECTIVE DATE: _____, 2025

DEVELOPMENT AGREEMENT

BY AND BETWEEN
THE CITY OF BEAUMONT AND
BEAUMONT REGENCY AVG, LLC

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is entered into this ___ day of _____, 2025 by and between the CITY OF BEAUMONT, a municipal corporation ("**City**"), and Beaumont Regency AVG, LLC, a Delaware limited liability company ("**Owner**"). This Agreement is made pursuant to the Development Agreement Laws (defined below). This Agreement refers to the City and Owner collectively as the "**Parties**" and singularly as the "**Party**."

RECITALS

1. 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 California Government Code Sections 65864-65869.5 (the "**Development Agreement Laws**") to authorize any city, county or city and county to enter into a development agreement with an applicant for a development project, establishing certain development rights in the property which is the subject of the development project application.

2. Owner has a legal and equitable interest in approximately 28 acres of land consisting of eight (8) parcels located within the north-central portion of the City of Beaumont, Riverside County, California, south of and adjacent to Oak Valley Parkway, approximately 500 feet east of Interstate 10 (I-10), and legally described and depicted on Exhibit "A" attached hereto and incorporated herein by this reference ("**Property**").

3. Owner desires to develop the Property in accordance with the provisions and requirements of this Agreement and the Project Approvals attached hereto as Exhibit "B" ("**Project**").

4. This Agreement is voluntarily entered into by Owner to implement the General Plan of the City of Beaumont and in consideration of the rights conferred and the procedures specified herein for the development of the Property. This Agreement is voluntarily entered into by the City in the exercise of its legislative discretion to implement the General Plan and in consideration of the agreements and undertakings of Owner hereunder.

5. On February 12, 2025, the Beaumont-Cherry Valley Water District Board of Directors approved a will-serve letter for water service imposing conditions of approval and authorized the annexation of a portion of the Property into the District's Service Boundary.

6. On _____, 2025, the Planning Commission of the City of Beaumont ("**Planning Commission**") approved the following land use related entitlements and development rights via approval of the Plot Plan (PP2024-0059) for an approximately 279,941 SF community retail center; Parking Variance (V2024-0019) and Open Space Variance (V2025-0031) – variances to Beaumont Municipal Code ("**BMC**") Section 17.05.040 (parking) and BMC Section 17.03.080.G.6 (open space); Master Sign Program (PLAN 2024-0157); and making findings in accordance with the California Environmental Quality Act ("**CEQA**"), Section 15183 of the

CEQA Guidelines (in the aggregate these approvals are referred to herein as the "**Planning Entitlements**").

7. On _____, 2025, the Planning Commission adopted Resolution No. XX making findings required by City Resolution 1987-34 and a recommendation that the City Council of the City of Beaumont ("**City Council**") adopt the Ordinance approving this Agreement ("**Ordinance**"). The Planning Entitlements and the Ordinance are referenced in the aggregate as the "**Entitlement Applications**". The approvals granted as requested by the Entitlement Applications in connection with the development of the Project as intended and proposed are further itemized on **Exhibit "B"** and are referenced in the aggregate herein as the "**Project Approvals**".

8. On _____, 2025, the City Council introduced and adopted the first reading of Ordinance No. XX making findings required by City Resolution 1987-34 and approving this Agreement.

9. On _____, 2025, the City Council held a second reading and considered and approved this Agreement by adopting Ordinance No. XX.

10. The City has given public notice of its intention to adopt this Agreement, has conducted public hearings thereon pursuant to Govt. Code Section 65867 and the Development Agreement Laws. The City has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in the General Plan as amended by the Project Approvals, and that the terms and conditions of this Agreement have undergone extensive review by the City, including the City Council, and have been found to be fair, just and reasonable. The City has further concluded that the pursuit of the Project will promote the health, safety and welfare of the City and its citizens and provide substantial benefits to the City and its residents by, among other things, (a) providing the specific public benefits described below; (b) providing retail opportunities not currently sufficiently available in the community, including retail sales; (c) creating employment opportunities in the commercial, retail sectors; (d) providing new economic benefit to the City and its residents, including new sales tax and property tax revenues that can be used for City services; (e) providing for investment in capital improvements for water, sewer, storm drain, roadway and circulation facilities to further the planned development of land in the City to facilitate local and regional distribution of goods, while minimizing impacts to residents by locating new commercial within a convenient location for residents and visitors.

11. It is the intent of the City and Owner that this Agreement be a legally binding contract which shall prevail over the provisions of any subsequently enacted moratoria, statutes, ordinances, limitations, or other measures, enacted by the City, or under the authority of the City by voter initiative or referendum, and whether or not such initiative, moratorium, referendum, statute, ordinance, limitation, or other measure relates, in whole or in part, to the rate, timing, sequence, or phasing of the development or construction of all or part of the Project or the improvements or affecting parcel or subdivision maps, building permits, occupancy certificates, or other entitlement or authorization to use the Property or to provide utilities which are issued by the City, subject only to the rights and powers reserved to the City under the terms of this Agreement and the requirements of California law.

12. The Project will require the construction of public and private improvements, some of which improvements will benefit the Project, other property and developments within the vicinity of the Property and the entirety of the City. This Agreement will eliminate uncertainty in planning for and securing orderly development of the Project, provide the certainty necessary for Owner to make significant investments in improvements, assure the timely and progressive installation of necessary improvements, provide significant public benefits to the City and provide public services appropriate to each stage of development. Either of the Parties could easily be discouraged and deterred from making the long-term commitments inherent to the process of developing the Project on the Property. Both Parties desire to enter into this Agreement to reduce and/or eliminate as many development risks and uncertainties as possible.

13. As permitted by law through the City's consideration and approval of the Entitlement Applications filed by Owner and/or by this Agreement, the Parties desire to establish the permitted uses for the Project, and to identify the scope of improvements to be required for the Project and, where appropriate, to provide for the payment of certain fees.

14. This Agreement will promote and encourage the development of the Property by providing Owner, its ground lessees, lenders and investors with a greater degree of certainty of Owner's ability to expeditiously and economically complete the Project and will provide the City, among other things, with certain public benefits that it could not otherwise obtain. The Parties agree that the consideration to be received by the City pursuant to this Agreement and the rights secured to Owner hereunder constitute sufficient consideration to support the mutual and respective covenants and agreements of the Parties.

15. In exchange for the benefits to the City, Owner desires to receive the assurance that it may proceed with the Project in accordance with the existing land use ordinances, subject to the terms and conditions contained in this Agreement and to secure the benefits afforded Owner by the Development Agreement Laws with respect to the Project. These assurances are of vital concern to Owner to offset or remove the disincentives and uncertainties inherent in development of the Project.

AGREEMENT

IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES CONTAINED HEREIN AND THE FOREGOING RECITALS WHICH ARE INCORPORATED HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE CITY AND OWNER AGREE AS FOLLOWS:

1. General Provisions.

1.1 **Definitions**. To the extent defined in this Agreement, the terms used in this Agreement shall have the meanings set forth in this Agreement.

1.2 **Property Ownership and Binding Covenants**. Owner represents that it has a legal or equitable interest in the Property and has the right to enter into this Agreement on behalf of its successors and assigns. The Parties intend and determine that the provisions of this Agreement shall constitute covenants which shall run with said Property, and the burdens and benefits hereof shall bind and inure to all successors in interest of the Parties. In order to provide continued notice thereof, the Parties will record this Agreement in the public records of Riverside

County. The word "**Owner**" as previously defined and used herein shall include each and every successor owner of all or a portion of the Property, or an interest therein, apart from government or quasi-public agencies, who is assigned the rights and responsibilities of all or any portion of this Agreement in accordance with the terms set forth herein, unless and until such Owner is released pursuant to the terms of this Agreement.

1.3 **Effective Date and Term**.

1.3.1 **Generally**. The term ("Term") of this Agreement shall commence on the later of (i) the date the Ordinance adopting this Agreement is effective (the "**Effective Date**") and (ii) the date that the initial Owner identified in the first paragraph above acquires fee title to the Property, and shall continue for a period of ten (10) years thereafter, unless said Term is terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the Parties. Notwithstanding the foregoing, if the Effective Date has not occurred prior to June 30, 2026, and if the City does not elect, in its sole discretion, to further extend that outside date, then this Agreement shall not become effective and it shall be of no force or effect. Each Owner, provided it is not then in material default under this Agreement, shall have the right to extend the Term with respect to the portion of the Property owned by it for an additional five (5) years as to the portion of the Property owned by it by provision of written notice to the City no earlier than one hundred and eighty (180) days and no later than thirty (30) days prior to the expiration of the original Term.

1.3.2 **Effect of Termination**. Following the expiration of the Term, this Agreement and the Project Approvals shall terminate and be of no further force and effect and to evidence such termination the City and Owner shall cause a written notice of termination to be recorded with the County Recorder; provided that such expiration shall not limit, restrict or waive any of the surviving rights and obligations that have accrued as of the date of that expiration as further provided in Section 14.9 below.

1.4 **Equitable Servitudes and Covenants Running With the Land**. Any successors in interest to the City and Owner shall be subject to and benefitted by the provisions set forth in Govt. Code Sections 65865.4. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do, or refrain from doing, some act with regard to the development of the Property: (a) is for the benefit of and is a burden upon the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each successor in interest to Owner during ownership of the Property or any portion thereof and upon each successor in interest to the City. Nothing herein shall waive or limit the provisions of Section 1.5, and no successor Owner of the Property, any portion of it, or any interest in it shall have any rights in this Agreement except as Assigned to the successor by Owner in writing pursuant to Section 1.5 below.

1.5 **Assignment**.

1.5.1 Subject to the other provisions of this Agreement, Owner shall have the right to assign (and each such action is referred to herein as an "**Assignment**"), in whole or in part, its rights, interests and obligations under this Agreement to a third party during the term of this Agreement (an "**Assignee**").

1.5.2 No Assignment shall be effective until the City approves the Assignment pursuant to Section 1.8.2 below. Approval shall not be unreasonably withheld, conditioned or delayed provided the proposed Assignee provides documentation to the City, along with the formal request for approval of Assignment, that shows:

(a) The proposed Assignee (or, at the election of the assigning Owner, the assigning Owner acting as guarantor of Assignee's performance) has the financial ability to meet the obligations proposed to be assigned and to undertake and complete the obligations of this Agreement affected by the Assignment; and

(b) The proposed Assignee has adequate experience with similar developments of comparable scope and complexity to the portion of the Project that is the subject of the Assignment.

Any request for City approval of an Assignment shall be in writing and accompanied by certified financial statements of the proposed Assignee for the three (3) most recent fiscal years and any additional information concerning the identify, financial condition and experience of the proposed Assignee as the City may reasonably request; provided that, any such request for additional information shall be made, if at all, not more than fifteen (15) business days after the City's receipt of the request for approval of the proposed Assignment. If the City decides to disapprove any proposed Assignment, the City shall set forth in writing and in reasonable detail the grounds for such disapproval. If the City fails to respond to such request for approval of the Assignment within thirty (30) days after submission of such request for approval Owner shall submit a second written request in accordance with Section 8 specifically reciting the terms of this paragraph calling for deemed consent in the event of failure to respond and if City continues to fails to approve or disapprove the request, then the City shall be deemed to have consented to such assignment ten (10) days after the receipt of the second notice.

1.5.3 Owner shall have the right, upon at least twenty (20) calendar days prior written notice to the City, to Assign all or any portion of this Agreement to a Lender in connection with the granting, with respect to the Property, of a 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 without the obligation to comply with Section 1.5.2 and without consent of the City, but only for the purpose of securing loans of funds to be used for refinancing any existing encumbrance, or financing the development, construction or operation of improvements on the Property, performance of mitigation and public benefits and other development related to the Property, and other necessary and related expenses including but not limited to payment of fees, taxes and assessments.

1.5.4 Subject to the other applicable requirements of this Section 1.5, Owner shall have the right upon at least ten (10) calendar days prior written notice thereof to City and without the obligation to comply with Section 1.5.2 and without consent of the City: (a) to assign its rights, interests and obligations under this Agreement to an Owner Affiliate, and (b) to assign to any tenant operating on and occupying the Property or any portion thereof the portion of this Agreement applicable to the Property or portion thereof so leased or occupied. Notwithstanding anything in this Agreement to the contrary, nothing herein shall be construed or understood to restrict Owner’s right to transfer the Property or any direct or indirect interest therein. For purposes

of this Agreement, "Owner Affiliate" means (a) any entity that controls Owner, is controlled by Owner, or is under common control with Owner

1.5.5 Except as otherwise set forth in this Section 1.5.5 or Section 12, or as to the Anchor Tenant as defined in Section 11 following execution of a recorded Assignment of all or any portion of this Agreement, each Assignee shall be an Owner having the rights and obligations of an Owner under this Agreement with respect to the matters assigned, and shall be responsible to complete the improvements within the portion of the Property it acquires which are required to be constructed by such Owner and all related public improvements not then completed required to serve or otherwise required for the operation or use of any completed improvements on such portion of the Property and the Project. In addition, if bonds or other security are then in place to secure obligations under a subdivision map or other obligation and such security is being replaced in connection with such Assignment, Assignee shall provide for the assignment of existing security and bonds or issuance of equal new equal substitute security or bonds prior to the effective date of such Assignment. Upon any Assignment of this Agreement or the rights hereunder approved by the City, the seller, transferor or assignor shall be released of all obligations under this Agreement that relate to the portion of this Agreement and the Property being transferred and, thereafter, City shall look solely to such transferee for compliance by such transferee with the provisions of this Agreement as such provisions relate to the portion of the Property acquired by such transferee. In connection with each such transfer, transferor shall require the Assignee to assume in writing all of the obligations under this Agreement that relate to the portion of the Property being transferred. If any such Assignee defaults under this Agreement, such default shall not constitute a default by the Owner of any other portion of the Property and shall not entitle City to terminate this Agreement with respect to such other portion of the Property or the Owner thereof who is not in default. Each Assignee shall be responsible for the reporting and annual review requirements relating to the portion of the Property with respect to which such transferee is the Owner.

1.6 **Notices**. Formal written notices, demands, correspondence and communications between the City and Owner shall be sufficiently given if delivered or sent to the Parties by the means and in the manner set forth in Section 8 hereof. Such written notices, demands, correspondence and communications may be directed in the same manner to such other Persons and addresses as either Party may from time to time designate. Owner shall give written notice to the City concurrently with any Assignment of its rights, interests and obligations under this Agreement, setting forth the portion of the Property transferred in connection with such Assignment, the name of Assignee and Assignee's mailing address, the name and address of a single person to whom any notice relating to such Assignee shall be given, the effective date of

the Assignment and any other information reasonably necessary for the City to take any other action the City is required to take under this Agreement with respect to such Assignment.

1.7 **Amendment of Agreement**. This Agreement may be amended from time to time by mutual consent of the Parties, in accordance with the provisions of Govt. Code Sections 65867 and 65868, by means of an ordinance adopted by the City Council.

1.8 **Major Amendments and Minor Amendments**.

1.8.1 **Major Amendments**. Any amendment to this Agreement which affects or relates to (a) the Term of this Agreement; (b) the uses allowed on the Property; (c) provisions for the reservation or dedication of land; (d) conditions, terms, restrictions or requirements for subsequent discretionary actions; (e) the density or intensity of use of the Property or the maximum height or square footage of proposed buildings or other structures or improvements; (f) monetary contributions by Owner or (f) any other substantive change to this Agreement determined to be material by City in its reasonable and good faith judgment, shall be deemed a "**Major Amendment**" and shall require the giving of notice and approval or disapproval in a public hearing before the Planning Commission and the City Council.

1.8.2 **Minor Amendments**. The Parties acknowledge that interpretation of the terms of this Agreement or the Project Approvals involving certain minor changes may be appropriate with respect to the details and performance of the Parties under this Agreement ("**Minor Amendment**"). The Authority to enter into such Minor Amendments, or to take any other actions in the implementation or application of this Agreement, is hereby delegated to the City Manager and the City Manager is hereby authorized to execute any Minor Amendments or take such implementing actions without further City Council action. However, nothing in this Agreement shall be construed to prohibit the City Manager from seeking approval of Minor Amendments or actions in implementation of this Agreement from the City Council, in accordance with the provisions applicable to Major Amendments.

2. Development of the Property.

2.1 **Vested Rights; Permitted Uses and Development Standards**. Owner shall have the vested right to develop the Project and the Property in the manner, to the extent, for the uses and in accordance with and subject to the terms and conditions of this Agreement, the Applicable Rules and the Project Approvals. In accordance with Government Code Section 65866, "Applicable Rules" means (a) the land use regulations of the City, such as, but not limited to, the General Plan, the Project Approvals and other laws, statutes, ordinances, rules and regulations and official policies governing permitted uses of land, density, design, and improvement and construction standards and specifications applicable to development of the Project on the Property in effect as of the Effective Date, including but not limited to those governing the planning and zoning laws applicable to the Project, and (b) future rules that are not inconsistent with the

foregoing and made applicable to the Project in accordance with the requirements of this Agreement or which are hereafter agreed to in writing by Owner and the City.

2.2 **Subsequent Project Approvals**.

2.2.1 **Discretionary Approvals**. The vested right to develop the Project granted to Owner pursuant to this Agreement may require the Owner to seek subsequent discretionary approvals; provided, that, as set forth in Government Code Section 65865.2, in reviewing and acting upon these subsequent discretionary approvals, the City shall not impose any conditions, terms, restrictions or requirements that preclude the development of the Project for the uses and to the density and intensity of development set forth in the Project Approvals. Any subsequent discretionary approvals, including conditional use permits and plot plan approvals, shall become part of the Project Approvals once approved and after all appeal periods have expired, or, if an appeal is filed, after the appeal is decided in favor of the approval. In reviewing and approving applications for subsequent discretionary approvals, the City shall exercise its discretionary review and may attach such reasonable conditions and requirements as may be deemed necessary or appropriate to carry out the policies, goals, standards and objectives of the General Plan and to comply with legal requirements and policies of the City pertaining to such discretionary approvals, so long as such conditions and requirements do not preclude the uses and/or the density and intensity of use set forth in this Agreement and are not inconsistent with the Applicable Rules. Any such approval shall become subject to all the terms and conditions of this Agreement, shall be treated as a Project Approval, and Owner's right to proceed in accordance with those approvals shall be deemed vested under this Agreement.

2.3 **Duration of Maps and Project Approvals**. Pursuant to Govt. Code Section 66452.6(a), the duration of all tentative and final maps filed by Owner with respect to the Property or any portion thereof and approved by the City shall remain in effect for the Term of this Agreement and shall terminate concurrently with the termination of this Agreement. Tentative maps, either vesting or non-vesting, may be processed in phases subject to the Applicable Rules and Subdivision Map Act. In addition, all Project Approvals, including all plot plans, conditional use permits and other entitlement permits and approvals issued by the City with respect to the Project shall remain in effect for Term of this Agreement. The term of ministerial permits such as grading permits and building permits shall not be affected by or extended by this Agreement.

2.4 **CEQA**. The evaluation of environmental impacts for the Project is contained in Environmental Assessment No. ENV2025-0002. Based upon the City's current findings under Section 15183 of the CEQA Guidelines, no further environmental review is required for the Project, and a Notice of Exemption will be filed with the applicable public office or official.

2.5 **Development Timing and Phasing**.

2.5.1 **Generally**. The Parties acknowledge that Owner cannot at this time predict with certainty when or the rate at which phases of the Property would be developed. Such decisions depend upon numerous factors which are not all within the control of Owner, such as market orientation and demand, interest rates, competition and other factors. Because the California Supreme Court held in *Pardee Construction Co. v. the City of Camarillo*, 37 Ca1.3d 465 (1984), that the failure of the Parties therein to provide for the timing of development resulted

in a later adopted initiative restricting the timing of development controlling the Parties' agreement, it is the intent of the City and Owner to hereby acknowledge and provide for the right of Owner to develop the Project in such order and at such rate and times as Owner deems appropriate within the exercise of its sole and subjective business judgment, subject to the terms, requirements and conditions of the Applicable Rules and the Project Approvals, including but not limited to the infrastructure phasing requirements therein, and this Agreement. The City acknowledges that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement, and that without such a right, Owner's development of the Project would be subject to the uncertainties sought to be avoided by the Development Agreement Laws and this Agreement. Owner shall use commercially good faith efforts, in accordance with its sole and subjective business judgment and taking into consideration market conditions and other economic factors influencing Owner's sole and subjective business judgment, to commence or to continue development, and to develop the Project in a regular, progressive and timely manner in accordance with the provisions and conditions of this Agreement and with the Project Approvals, however, Owner shall not, by reason of its entry into this Agreement or commencement of any phase of the Project, have an obligation to commence construction of any phase or portion of the Improvements other than Improvements already commenced and related infrastructure.

2.5.2 **Project Not Subject to Restrictions**. Subject to Development Agreement Laws, Owner and the City intend that, except as otherwise provided herein, this Agreement shall vest the Applicable Rules and the Project Approvals against subsequent City resolutions, ordinances, growth control measures, initiatives and referenda (other than a referendum on the current Project Approvals that specifically overturns the City's approval of these Project Approvals) that would directly or indirectly limit the rate, timing or sequencing of development, or would prevent or conflict with the land use designations, permitted or conditionally permitted uses on the Property, design requirements, or the density and intensity of uses as set forth in the Project Approvals, and that any such resolution, ordinance, measure, initiative or referendum shall not apply to the Project Approvals and the Project. In the event of a conflict between this Agreement and such subsequent action, this Agreement shall control to the extent of such conflict. The orderly and measured build-out of the Project in accordance with the Applicable Rules will allow for the absorption of the new development into the community and the integration of the Project into the community.

2.5.3 **Infrastructure Improvements and Phasing**. Consistent with this Agreement and the Project Approvals, each final map shall include a detailed description of the infrastructure improvements, utility easements and other requirements under the map. As necessary for orderly development of the Project, the City may modify the public improvement requirements necessary to serve each phase as shown on particular final maps so long as such modifications substantially comply with the intent of this Agreement and the Applicable Rules. Owner and City further recognize that economic and market conditions may necessitate changing the order in which the Project infrastructure is constructed, and City and Owner hereby agree that should it become necessary or desirable to develop any portion of the Project’s infrastructure in an order that differs from the order set forth in this Agreement, the Project Approvals or any subsequent Project approvals, Owner and City shall meet and confer and City shall permit any such modification reasonably requested by Owner so long as the modification continues to ensure adequate infrastructure is available to serve the improvements on that portion of the Project that is in fact being constructed at that time.

2.6 **Property Acquisition for Offsite Infrastructure**. Owner and City shall dedicate and/or make available without further cost or charge, any right of way, utility easement or other property rights over the property they own or control as necessary to construct or otherwise provide the public improvements contemplated by this Agreement and the Project Approvals. Owner and City have confirmed that they do not have any current knowledge that any additional right of way or other property interests required for construction of the public improvements are outside of the ownership or control of the Owner and City.

If, notwithstanding their current understanding that no additional right of way or property interests will be required for the Project, such acquisition does become necessary, Owner shall, in a timely manner as determined by the City and consistent with the requirements of the Project and the conditions of approval for the Project, acquire the property rights necessary to construct or otherwise provide the public improvements contemplated by this Agreement and the Project Approvals. In any instance where Owner is required to construct any public improvement on land within the municipal limits of the City, as the same are determined, and to which neither Owner nor the City has sufficient title or interest, including fee title, an easement, right of way or license determined necessary by the City, Owner shall make reasonable, good faith efforts to acquire such title or interest for at least ninety (90) days. For the purposes of this Section, "reasonable good faith efforts" shall include proof that Owner made a written offer to purchase the property interest at fair market value, in accordance with an appraisal conducted by an MAI appraiser. If Owner is unable to acquire such title or interest despite demonstrating to the City such reasonable, good faith efforts, Owner may request of the City in writing and the City shall, subject to compliance with all applicable laws governing notice, hearing and deliberation, consider the acquisition of such title or interest by condemnation provided Owner funds the cost of such activities in advance. If the City intends to approve the acquisition of such title or interest by condemnation, Owner shall first be required to enter into a reimbursement agreement with City whereby Owner deposits monies with City to cover all reasonable costs associated with such acquisition or condemnation proceedings including but not limited to attorneys' fees, expert witness fees, cost of the property interest being acquired and jury awards of any kind and all of the legal, appraisal and other costs reasonably incurred by City related to the acquisition of such title or interest by condemnation in accordance with applicable law. Upon acquisition of the necessary interest in land, or upon obtaining a right of entry, either by agreement or court order, Owner shall commence and complete the public improvements. This requirement shall be included, and, if necessary, detailed, in any subdivision improvement agreement entered into between Owner and the City pursuant to Govt. Code § 66462.

2.7 **Fee Credits, Reimbursement and Incentive Payment**

2.7.1 **Traffic and Transportation Improvements**. As a condition to issuance by the City of a certificate of occupancy for the first building in the Project, to offset impacts from the Project due to vehicular traffic and other causes and as specifically provided in the conditions of approval for the Project, Owner shall construct the traffic, transportation, and related improvements listed on Exhibit "D" to this Agreement and described in the referenced plans for those improvements ("**Offsite Traffic Improvements**"), the currently estimated cost of which is also identified in Exhibit "D". Notwithstanding the forgoing, if Owner is delayed in construction of that portion of the Offsite Traffic Improvements consisting of traffic lights and related improvements located at the intersections of Elm Avenue and Oak Valley Parkway and Desert

Lawn Drive and Oak Valley Parkway ("Traffic Signal Improvements" and collectively with the Offsite Traffic Improvement, the "Offsite Traffic Improvements")based on required acquisition of property rights from third parties by negotiation or condemnation, City shall not withhold the issuance of a certificate of occupancy for such reason as provided in the preceding sentence; thereafter, Owner shall diligently and continuously secure the third party property rights, complete the improvements within one year thereafter and seek reimbursement of the cost of such improvements separately from the remainder of the Offsite Traffic Improvements upon completion of such improvements in accordance with this Section 2.71. Provided that Owner has (i) substantially completed the Offsite Traffic Improvements, (ii) substantially completed the on-site improvements (i.e. horizontal work including grading, asphalt, landscape, utilities, concrete, parking lot lighting, etc. in all material respects), and (iii) obtained certificates of occupancy from the City for not less than 50,000 square feet of building space for the Project (to include, as a portion of such square footage, a grocery store of at least 20,000 square feet in size) and a major retailer with a nation-wide presence having at least 125,000 square feet of floor space has opened or alternatively City has received at least one dollar of sales tax revenue originating from a business as referred (iii), City shall reimburse Owner for the actual cost of the construction of the Offsite Traffic Improvements within thirty (30) days after City receives the Owner's written request for reimbursements provided such request meets all of the submittal requirements in this Agreement and is in compliance with a reimbursement agreement to be executed by Owner and City in the form attached hereto as Exhibit D-1, attached hereto and made a part hereof by this reference ("**Offsite Traffic Improvement Reimbursement Agreement**") and the City Council approves the same at the next regularly scheduled City Council Meeting. City and Owner shall execute the Offsite Traffic Improvement Reimbursement Agreement contemporaneously with and subject to the effectiveness of this Agreement. In connection with such reimbursement Owner shall provide to City copies of receipts for paid invoices for all labor, materials, equipment and other amounts incurred by Owner to construct the Offsite Traffic Improvements in a lien free condition. If City determines that any submission for reimbursement is incomplete, it shall notify Owner of any additional required submission materials within the (10) days after submission to the City.. If there is disagreement with respect to the right to reimbursement on any portion of any submission, it shall not limit reimbursement for the undisputed portion of any submission and that undisputed portion shall be paid with delay.

It is intended that the Offsite Traffic Improvements will be subject to prevailing wages, but that the reimbursement of the same shall not trigger the payment of prevailing wages for any of the other private elements of the Project under Labor Code Section 1720(c)(2) providing that (i) where public funds are paid solely for public improvements on an otherwise private development project and those public improvements are required as a condition of regulatory approval, and (ii) the public entity contributes no more money or assistance to the project than what is required to fund the cost of those public improvements, and (c) the public entity does not retain a proprietary interest in the overall project, then only the public improvements shall be subject to the requirement for payment of prevailing wage. Notwithstanding the forgoing the amount of reimbursement by the City for the construction of the Offsite Traffic Improvements shall not exceed the amount of Six Million Dollars $6,000,000 ("**Maximum Reimbursement**"). However, the City Manager shall increase the Maximum Reimbursement by up to an additional ten percent (10%) of the initial Maximum Reimbursement amount if the Owner documents that the Offsite Traffic Improvements costs exceed the initial Maximum Reimbursement amount by such excess amount. The Maximum Reimbursement shall consist in part of development impact fee credits ("DIF Credits") as

determined by the City, in an amount not to exceed One Million Eight Hundred Thousand Dollars ($1,800,000) ("Max DIF Credit"). The DIF Credits shall be issued for the cost of the Traffic Signal Improvements and related improvements from the DIF applicable to the Traffic Signal Improvements. If the cost to Developer to construct the Traffic Signal Improvements exceeds or is less than the Max DIF Credit, the additional amount or shortfall shall be reallocated to the Maximum Reimbursment. The City Council will provide for the Maximum Reimbursement Amount in the City's Capital Improvement Program and Budget at the time of approving the Ordinance adopting this Agreement so that such reimbursement is documented, scheduled and committed to as a part of the standard budgeting process. The Offsite Traffic Improvements receiving reimbursement from the City under this Section 2.7.1 shall not be subject to additional reimbursement under Section 2.7.2 below. Notwithstanding anything herein to the contrary, in no event shall the reimbursements received by Owner with respect to the Offsite Traffic Improvements exceed the maximum amount permitted by Labor Code Section 1720(c) so as to ensure that, under all circumstances, such reimbursement shall not trigger a prevailing wage requirement on any improvements other than the Offsite Traffic Improvements.

2.7.2 Reimbursement Agreement. Owner shall be entitled to receive a reimbursement for public improvements built at the sole cost and expense of the Owner that exceed the capacity required by the Owner's project ("**Additional Capacity**") from future parties who will benefit from such Additional Capacity. If Owner becomes aware of any future property that would be subject to this reimbursement requirement, Owner shall promptly provide written notice to City of such property and the amount of the reimbursement proposed. The City shall enter into an agreement to reimburse Owner from development agreement fees, CFD funds, development impact fees, grants or other fees paid for the Additional Capacity by developers of other properties contributing their fair share to such Additional Capacity or funded by CFD funds under a reimbursement agreement for such improvements consistent with the applicable provisions of Govt. Code Sections 66485-66489 ("**Reimbursement Agreement**") in order to allow Owner to recover the total amount for such excess capacity as and when such additional projects receive building permits. The Parties acknowledge that the goal of any such Reimbursement Agreement is to seek to assure that all future projects pay their fair share of the cost of the Additional Capacity, as reasonably determined by the City. Without limiting the effect of the foregoing, the City will have no direct financial or other liability to Owner under any Reimbursement Agreement other than with respect to the funds received from the Benefiting Parties or other third party sources, and will only administer reimbursements from projects that benefit from the Additional Capacity or such third party sources. Such separate Reimbursement Agreement shall have a term of no longer than twenty-five (25) years. To ensure that owners of property which reasonably benefit from the Additional Capacity ("**Benefiting Parties**") pay their fair share for such improvements, the City hereby agrees that, to the extent that it has legal authority to do so, it shall condition or otherwise require that Benefiting Parties pay for such improvements, either through development agreements, subdivision improvement agreements or other mechanisms with the City or by requiring that such Benefiting Parties enter into agreements with Owner directly. The Reimbursement Agreement between the City and Owner shall provide that if and when a particular property benefiting from the Additional Capacity is developed, the City shall either reimburse Owner for the pro rata share of the costs of the Additional Capacity actually used by it or shall enforce the condition or obligation for payment set forth in any separate agreement or assign the right to so enforce the separate agreement to Owner. Owner shall have no recourse against the City under the Reimbursement Agreement except that the City shall have the obligation, enforceable

by Owner, to pay to Owner, until Owner is fully reimbursed for the costs of the Additional Capacity, any monies it receives from developers or other sources for the Additional Capacity, including but not limited to grant funding. Similarly, if the Benefiting Party fails to reimburse Owner for the Additional Capacity, Owner shall have no recourse against the City for the actions of such Benefiting Party; however, Owner shall retain all rights against the Benefiting Parties and benefited property, if any. In no case shall the City be obligated to reimburse Owner from general funds of the City (other than third party funds received for the purpose of reimbursement to Owner) or file any litigation to enforce or collect monies from developers. Whenever in this Agreement or in future reimbursement agreements the City is making reimbursements to Owner, the reimbursements shall be made on a quarterly basis. The City shall not reimburse Owner for costs of interim temporary improvements (improvements with a service life of less than 5 years) as reasonably determined by the City.

2.7.3 **Application of Fee Credits and Reimbursement Rights**. Owner's rights of reimbursement for Offsite Traffic Improvements and Additional Capacity shall vest for each improvement upon construction and payment, as specified in Section 2.7.1 and 2.7.2, as applicable. Owner's reimbursement amounts shall include all actual "hard" costs. If total costs do not exceed the Maximum Reimbursement Amount "soft" direct and indirect costs of design, permitting, processing, construction and land acquisitions and/or right of way acquisition costs arising from or related only to obligations incurred in transactions with third parties and Owner's performance under this Agreement as to the Offsite Traffic Improvements or Additional Capacity, as applicable shall be recoverable from such remaining balance of the Maximum Reimbursement Amount.

2.8 **Rules, Regulations and Official Policies; Future Rules**.

2.8.1 **Applicable Rules**. During the Term, the rules, regulations, ordinances and official policies governing the permitted uses of land, the density and intensity of use, conceptual architecture, and improvement of the Property including but not limited to the maximum height and size of proposed Buildings and other structures and improvements on the Property, shall be those rules, regulations and official policies in force on the effective date of the ordinance enacted by the City Council approving this Agreement. Except as otherwise provided in this Agreement, (a) the permitted uses of the Property shall include construction of commercial buildings and appurtenant structures, installation of all improvements and infrastructure reasonably incident thereto, and all other uses permitted under the Project Approvals. The density and intensity of use of the Property and the maximum height and size of proposed Buildings shall be as set forth in the Applicable Rules. Except as expressly provided otherwise in this Agreement, to the extent any future changes in the General Plan, zoning codes or any future rules, ordinances, regulations or policies adopted by the City purport to be applicable to the Property but are not consistent with the terms and conditions of this Agreement, the terms of this Agreement and the Applicable Rules in effect prior to such changes shall prevail.

2.8.2 **Reservation of Rights**. Unless permitted pursuant to clauses (a) through (e) of this Section 2.8.2, any future changes in the General Plan, zoning codes or future rules, ordinances, regulations or policies including any moratorium, whether adopted by initiative or referendum or otherwise, shall be deemed to be inconsistent with the vested rights conferred by this Agreement and shall therefore not be applicable to the development of the Property or the

Project and shall not interfere with or prevent the development of the Property; provided that the following are deemed not to be inconsistent with the Applicable Rules:

(a) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, excluding only any such procedural provisions specifically set forth in this Agreement, which shall continue to be controlling.

(b) The application to the Property of state or federal laws, and changes in City laws, regulations, plans or policies which are specifically mandated and required by changes in state or federal laws or regulations. To the extent that any actions of federal or state agencies (or actions of regional and local agencies, including the City, required by federal or state agencies) have the effect of preventing, delaying or modifying development of the Property, the City shall not in any manner be liable for any such prevention, delay or modification of said development. Owner is required, at its cost and without cost to or obligation on the part of the City, to participate in such mandatory regional or local programs and to be subject to such development restrictions as may be mandated by reason of such actions of federal or state agencies (or such actions of regional and local agencies, including the City, required by federal or state agencies). In the event either Party believes that state or federal laws or regulations enacted after this Agreement is entered into are inconsistent with or prevent or preclude compliance with one or more provisions of this Agreement and/or require changes in Project Approvals, such Party shall provide the other Party with a copy of such law or regulation and written notice concerning the conflict with this Agreement or the required change in Project Approvals. The Parties shall, within thirty (30) days of the first such notice, meet and confer in good faith in a reasonable attempt to modify this Agreement and/or the Project Approvals to comply with such law or regulation in the manner that is least disruptive to the vested rights and Applicable Rules in effect prior to such new law and that preserves the purpose and intent of this Agreement to the maximum feasible extent. Thereafter, if the Parties are unable to reach agreement on the effect of such Federal or State law or regulation, the matter shall be scheduled for hearing before the City Council by the City Clerk, at its next most convenient meeting. At least ten (10) days' written notice of the time and place of such hearing shall be given by the City Clerk to the representative of Owner and the City Manager. The City Council, at such hearing, or at a continuation of such hearing, shall determine the exact modification which is necessitated by such Federal or State law or regulation. Owner, and any other interested person, shall have the right to offer oral and written testimony at the hearing. Approval of any change or modification shall be by the affirmative vote of not less than a majority of the total voting membership of the City Council. The determination of the City Council shall be final and conclusive, except for judicial review thereof.

(c) Regulations that may be inconsistent with the Applicable Rules but that, after duly noticed public hearing before the City Council, are determined necessary to protect the public from conditions that would be dangerous to their health and safety, which condition cannot be mitigated in a reasonable manner with respect to the development of the Property and the Project except through the imposition of such future regulation and which future regulations are applied consistently and evenly throughout the City. In determining whether any such regulations are necessary to protect the public health and safety as set forth above, the City Council shall make findings, based on substantial evidence presented to and accepted by the City Council, that the changes are necessary to protect the public health or safety and that the other conditions

described above apply. To the extent possible, any such regulations shall be applied and construed to minimally impact Owner's rights provided under this Agreement. No such subsequently adopted changes in the General Plan, zoning codes or rules, ordinances, regulations or policies of the City shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Existing Project Approvals, as the same may be amended in accordance with the requirements of this Agreement.

(d) Regulations that are not inconsistent with the Applicable Rules and do not adversely affect the ability to complete the Project in accordance with the Project Approvals or significantly increase the cost of completing or operating the Project.

(e) Regulations that are inconsistent with the Applicable Rules to the extent, but only to the extent, each Owner to which such regulations would be applicable has given written consent to the application of such regulations to development of the Property, such consent to be granted or denied in such Owner's sole discretion.

If application of a subsequently enacted law, rule, regulation or policy under Section 2.8.2(b) through (e) above results in a reduction in the scope of the Project (as by reducing the permitted square footage, use or density of development), then the exactions required hereunder shall be equitably reduced.

2.8.3 The Project shall be constructed in accordance with the applicable standards, requirements and prohibitions of the Uniform Building, Mechanical, Plumbing, Electrical, Fire Codes and other codes, City standard construction specifications and details and Title 24 of the California Code of Regulations (California Building Standards Code) in effect throughout the City at the time of approval of the appropriate building, grading, encroachment or other construction permits for the Project. The City adopts by reference guidelines, policies and standards applicable to roads, utility lines, public improvements and fire safety imposed by other agencies including Riverside County and the Orange County Sanitation District ("Incorporated Regulations") which are applicable to properties on a citywide basis. The Project shall be constructed in accordance with the Incorporated Regulations in effect at the time of approval of the appropriate building, grading, encroachment or other construction permits for the Project. If no permits are required for the infrastructure improvements required by the Project Approvals, such improvements shall be constructed in accordance with the provisions of the codes delineated herein in effect at the start of construction of such infrastructure. Ordinances, resolutions, rules, regulations and official policies governing the design, improvement and construction standards and specifications applicable to public improvements to be constructed by Owner shall be those in force and effect at the time the applicable permit for the construction of such improvements is issued. If no permit is required for the public improvements, the date of the permit shall be deemed the date construction for the public improvements is commenced.

2.9 **Fees, Exactions, Conditions and Dedications**.

2.9.1 Development Fees. Impact fees, connection fees and capacity fees levied by the City shall be those in effect at the time of the issuance of a building permit and due and payable by Owner prior to the issuance of the building permit for the building in question. For the sake of clarity, as a condition to building permit issuance for each building, Owner shall pay

the development impact fees listed on Exhibit "C" for such building in the amount in effect at the time the building permit for such building is issued, as well as any new or increased development impact fees authorized by this Agreement and adopted in accordance with applicable law. The City retains discretion to prospectively revise such fees as the City deems appropriate, in accordance with applicable law, and to adopt new development impact fees in accordance with applicable law. The City may apply subsequently adopted development impact fees to the Project if the same are applied uniformly to development either throughout the City or with a defined area of benefit that includes the Property so long as the subsequently adopted exaction is not applied on an ad hoc basis solely applicable to or targeted at the Project and the subsequently adopted fee does not physically prevent development of the Property for the uses and to the density and intensity of development set forth in this Agreement. The development impact fees listed on Exhibit "C", as the same may be modified pursuant to this Agreement, are referred to herein as "**Development Fees**". For the sake of clarity, Owner shall pay the Development Fees at the time of and in the amount as determined by the City at the time the building permit is issued for such building and such payments shall be paid as a condition of building permit issuance or at such other time as required by the generally applicable provisions of the Beaumont Municipal Code. Nothing in this Agreement shall prevent an Owner from contesting, in any appropriate forum, the imposition or the amount of any processing fees, development impact fees or exaction, or any increases therein, under the provisions of applicable law. Notwithstanding any pending contest of such fees, City shall proceed with issuance of all required approvals and permits with respect to the Project and shall not withhold or delay issuance of those permits or approvals based upon any pending good faith protest or appeal with respect to such future fees or exactions or increases therein.

2.9.2 **Limitations; Future Impacts**. Except as otherwise specifically set forth in this Agreement, in the Project Approvals or in the Applicable Rules, the City shall not impose any obligations on Owner to dedicate land or to construct improvements, or impose any exactions to defray all or a portion of public improvements, public services, community amenities or for other municipal purposes, mitigation measures, obligations for construction of on-site or offsite improvements or dedication or reservation requirements upon Owner that apply to the Property, the Project or any improvements thereon or permit or Project Approval therefor without the prior written consent of each affected Owner in its sole discretion. Notwithstanding the foregoing, if the Project or any part thereof is modified by Owner in a manner that increases density, intensity of use or square footage or constitutes a change in use, the City shall have the right to require mitigation of the additional impacts associated with such modifications. The Parties acknowledge that certain of the Project Approvals may provide the City Engineer and other City staff with the right to review and approve technical studies and reports implementing the Project to confirm the technical adequacy of the determinations therein and in that context may require refinement of the Project plans as well as mitigation of impacts, provided the same are not inconsistent with the Applicable Rules or the Project Approvals.

2.9.3 **Processing Fees**. The City may charge and Owner shall pay fees for processing applications for governmental approvals, plan check fees, inspection fees and similar fees permissible under California Constitution Article XIII C Section 1(e)(1)-(7), judicial interpretations thereof or any successor provision(s) of law including, but not limited to those for reviewing and inspecting such applications and the construction being performed or to be performed pursuant thereto, which are in force and effect on a city-wide basis at the time the application is submitted for those permits.

2.9.4 **Regional Impact Fees**. Unless otherwise relieved by agreement with such agencies (e.g., TUMF and/or MSHCP fee credit agreement or similar agreement), Owner shall be required to pay the current and later adopted regional development impact fees, including but not limited to TUMF and MSHCP fees, in effect and in the amount due at the time of applying for a building permit.

2.9.5 **Assignment**. The benefit of or credit for Development Fees and processing fees paid by Owner may be assigned by Owner to any Assignee of a corresponding part of the Property or the Project provided that a written Assignment of the credit clearly identifying the source, amount and type of credit executed by the assignor Owner and Assignee is provided to the City Manager for the City Manager's record keeping.

2.9.6 **Completion of Improvements**. The City generally requires that all improvements necessary to service new development be completed prior to issuance of final certificates of occupancy for those affected improvements. The Parties acknowledge that some of the backbone or in-tract improvements associated with the development of the Property may not need to be completed to adequately service portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, only the backbone or in-tract infrastructure improvements required to service such portion of the Property in accordance with the Applicable Rules need be completed prior to issuance of the final certificate(s) of occupancy for the improvements within such portion of the Property as reasonably determined by the City.

Subject to Owner's installation of infrastructure in accordance with the requirements of the Project Approvals, City has determined and hereby finds that it will have sufficient capacity in its infrastructure, services and utility systems, including, without limitation, traffic circulation, storm drainage, sewer collection, sewer treatment, and sanitation services to accommodate the Project. To the extent that City renders such services or provides such utilities, City hereby agrees that it will serve the Project and that there shall be no restriction on hookups or service for the Project. Any tentative maps prepared for this Project shall comply with the provisions of Government Code Section 66473.7 to the extent applicable hereto. In connection with the foregoing, the City has determined that the said Section 66473.7 is not applicable to the Project in that the immediate contiguous properties surrounding the Project are, or previously have been, developed for urban uses within the meaning of Government Code Section 66473.7(i). Further, the City has, in any event, found and determined that sufficient water supplies are, or will be, available prior to completion of the Project that will satisfy the requirements of Government Code Section 66473.7.

2.10 **Expedited Processing; Cooperation with Permits.** The City agrees to timely consider and act upon any matter which is reasonably required, necessary or desirable to accomplish the intent, purpose and understanding of the Parties in entering into this Agreement, including, without limitation, processing of any ministerial permit or ministerial approval or any request for a discretionary action or discretionary approval. The City further agrees that, if Owner satisfactorily complies with all preliminary procedures, actions, payments of applicable processing fees, and criteria generally required of developers by the City for processing applications for such discretionary actions or discretionary approvals that the City will not unreasonably withhold or unreasonably condition or delay any such subsequent discretionary action or discretionary approval required in connection with any Project approval. All subsequent project approvals shall

be subject to the terms and conditions of this Agreement, and, once approved, shall be deemed a part of the Project Approvals and Applicable Rules vested by this Agreement

If standard City staffing fails to result in processing of any permits or approvals as promptly as required by each Owner, then the City agrees, upon request of an Owner, to reasonably cooperate with that Owner in hiring additional staff or consultants to process the ministerial permits and approvals or discretionary actions and approvals at the sole cost of the Owner, and the Owner requesting such additional staff shall submit a reasonable advanced evergreen deposit for such purposes to be drawn upon by City and reimburse the City for all costs of such staff or consultants, within thirty (30) days after such Owner receives an invoice identifying such reimbursable expenses; provided, the applicable Owner shall have the right to audit such costs, at its expense, upon request.

The City shall cooperate with Owner in the securing of any permits or approvals from other governmental agencies having jurisdiction over the Project, including, without limitation, any permits or approvals required as a result of any further modification to the Project processed with City. Owner shall apply for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project, and the City shall cooperate with Owner in its endeavors to obtain such permits.

3. Obligations of Owner.

If Owner exercises its vested right to develop the Project and proceeds to develop the Project, Owner shall develop the Property in accordance with and subject to the terms and conditions of this Agreement and the Project Rules. The failure of Owner to comply with any term or condition of or fulfill any obligation of Owner under this Agreement or the Project Rules shall constitute a default by Owner under this Agreement; provided that failure of Owner to construct all or any portion of the Project, or to commence or complete the public benefits or any public improvements shall not be a default under this Agreement unless such public benefits or public improvements are needed to provide service to any improvements subject to a previously issued building permit and which are in fact constructed on the Property.

4. Default, Remedies, Termination.

4.1 **General Provisions**. 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. 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 (provided that if any portion of the Project or Property has previously been Assigned, such termination shall only affect the portion of the Property and/or Project owned by Owner claiming City default or the portion of the Property and/or Project owned by the defaulting Owner, as applicable), 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 affected Parcel or Parcels and 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 affected 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 as to the applicable portion of the Property owned by the defaulting Owner. No expiration or termination of this Agreement, or a portion thereof, shall affect any right or duty arising from previously granted entitlements or approvals or obligations or rights that accrued prior to such termination, including the Project Approvals on the Property approved prior to the effective date of the City Council's decision to terminate provided that the term of such Project Approvals shall be determined by reference to applicable law and not this Agreement following such termination of this Agreement.

(b) Institute legal or equitable action to cure, correct or remedy any default, including but not limited to 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 monetary amounts 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 2.7. If any portion of the Project or Property has prior to such default been assigned, such enforcement action shall only be brought against and shall only affect the portion of the Property and/or Project owned by the defaulting Owner and may only be brought by the Owner(s) who have been harmed by the City default. 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 application fees, Development Fees, reimbursement of consultants' fees to City, or TUMF credit agreement or any other reimbursement or credit agreement fees to Owner or to recover attorneys' fees if it is the prevailing Party as provided herein. Any such monetary obligations not paid when due hereunder shall thereafter bear interest at the rate of ten percent (10%) per annum from the date originally due until the date paid. It is expressly recognized that (a) 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 and that the non-breaching Party's remedy for a breach or violation of this Agreement shall normally be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement or to terminate this Agreement and (b) no act or omission of any

Defaulting Owner shall by itself constitute a default by another Owner, and the City shall have no obligation whatsoever to cure any such default by one Owner for the benefit of any other Owner within the Project. As set forth in Section 2.5 above, 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 as of the date of termination, including, without limitation, bringing an action against any bonds posted to secure the construction of those improvements, and (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.

4.2 **Owner's Right to Terminate Upon Specified Events.** Notwithstanding any other provisions of this Agreement to the contrary, the Owner retains the right to terminate this Agreement upon thirty (30) days written notice to the City in the event that the Owner determines in its good faith judgment that continued development of the Project has become economically infeasible or impracticable due to changed market conditions, increased development costs, or burdens imposed, consistent with this Agreement, by the City or another governmental entity as conditions to subsequent project approvals. In the event Owner exercises this right, it shall nonetheless be responsible for mitigation of impacts to City resulting from development that may have occurred on the Property prior to the notice of termination, on a fair share or nexus basis, and within the thirty (30) day notice period City and Owner shall meet to identify any such mitigation obligation that may remain to be satisfied. If the Parties are in disagreement at the end of the (30) day notice period, the Agreement shall be terminated as to all matters except for the remaining mitigation obligation in dispute.

4.3 **Annual Review**.

4.3.1 **Process**. Without limiting the effect of Section 4.1, the City Manager shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Owner with the terms and conditions of this Agreement since the preceding annual review. Such periodic review shall be limited in scope to reviewing Owner's good faith compliance with the terms and conditions of this Agreement pursuant to Govt. Code Section 65865.1. The Planning Director shall begin the review by giving thirty (30) days prior written notice to Owner that the Planning Commission intends to undertake a periodic review of the Agreement. Notice of such annual review shall include the statement that any review may result in amendment or termination of this Agreement. If the Planning Director has recommended further review of performance, the Planning Commission shall conduct a public hearing at which the Owner shall provide substantial evidence of good faith compliance with the terms of this Agreement. The Planning Commission shall determine upon the basis of substantial evidence whether or not Owner has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

(a) If the Planning Director initially determines that Owner has complied in good faith with the terms and conditions of the Agreement or if the Planning Commission, after referral from the Planning Director, finds and determines on the basis of

substantial evidence that Owner has complied in good faith with the terms and conditions of the Agreement during the period under review, the review for that period is concluded and, if requested by Owner, the City shall issue the Certificate described in Section 4.3.5.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that Owner has not complied in good faith with the terms and conditions of the Agreement during the period under review, the City shall provide written notice to Owner of the determination by registered mail.

The Planning Commission shall make its decision regarding compliance within twenty (20) days after the close of its public hearing. Notice of the decision shall be filed by the Planning Director with the City Clerk, together with a report of the proceedings, and a copy mailed by registered mail to Owner.

4.3.2 **Appeal; City Council Review**. The decision of the Planning Commission shall be final unless, within fifteen (15) days of the Owner's receipt of said decision, Owner or any interested person files an appeal or unless the City Council orders the matter set for public hearing. If the Planning Commission is unable to make a decision, that fact shall be reported to the City Council in the same manner for reporting decisions and the failure to make a decision shall constitute a decision not to confirm a good faith compliance finding. Once the matter has been referred to the City Council, the City Council retains the right to refer the matter back to the Planning Commission for further proceedings or for report and recommendation, provided that the City Council shall make the final decision following any further action by the Planning Commission.

4.3.3 **Owner Right to Respond and Cure**. Proceedings related to modification or proposed termination of this Agreement shall be conducted in accordance with this Agreement and the Development Agreement Laws. At each public hearing, Owner shall be provided an opportunity to respond to any report or finding; any such response timely submitted in writing shall be included in the submittal to the City Council. As provided in this Agreement, failure to prosecute the Project based upon good faith business judgment shall not be a default under this Agreement or a cause for finding of noncompliance at annual review. If there is more than one Owner, then the finding of the Planning Commission and City Council shall be made with respect to the conduct of each Owner individually and the noncompliance applicable to one Owner shall not be a basis to find noncompliance by other Owner(s) in the absence of a determination that the other Owner(s) are also noncompliant under this Agreement. Prior to any modification or termination of this Agreement, Owner shall be provided a right to cure any alleged default in accordance with Section 4.1.

4.3.4 **Effect of No Review**. Failure of the City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of this Agreement nor shall Owner have or assert any defense to such enforcement by reason of any such failure to conduct an annual review. Owner shall not be penalized in the event that the City fails to request periodic review as contemplated in this Section and any failure to conduct such annual review shall not adversely impact the Owner's rights hereunder in any way. Any finding of non-compliance with this Agreement shall be made solely on the basis of substantial evidence that

Owner has not complied in good faith with the terms and conditions of this Agreement at or following a public hearing.

4.3.5 **Certificate of Agreement Compliance**. If, at the conclusion of a periodic review, Owner is found to be in compliance with this Agreement, the City shall, upon written request of the Owner, issue a certificate (the "**Certificate**") to Owner stating that after the most recent periodic review and based upon the information known or made known to the person or body conducting such review that: (a) this Agreement remains in effect, and (b) Owner is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, and shall state the anticipated date of commencement of the next periodic review. Owner may record the Certificate with the County Recorder. If the City does not find Owner to be in compliance with this Agreement, it shall not be obligated to issue the Certificate.

4.4 **Limitation on Liability**. In no event shall the public officials, officers, agents or employees of City or the employees, officers, members, lessees, or partners of Owner, be personally liable in damages for any breach or violation of this Agreement.

4.5 **Applicable Law, Venue and Attorneys' Fees**. This Agreement shall be construed and enforced in accordance with the laws of the State of California exclusive of its choice of law rules and the venue for any legal action concerning this Agreement shall be in Riverside County Superior Court. Owner acknowledges and agrees that the City has approved and entered into this Agreement in the exercise of its legislative discretion and that the standard of review of the validity or meaning of this Agreement shall be that accorded legislative acts of the City. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provision herein, the prevailing Party of such action shall be entitled to reasonable attorneys' fees, expert witness fees, court costs and such other costs as may be fixed by the Court, including any such costs incurred on appeal or in the enforcement of any resulting judgment.

4.6 **Invalidity of Agreement**. If this Agreement shall be determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any state or federal law which becomes effective after the date of this Agreement the unenforceable provision shall be deemed severable and the remainder of the Agreement shall remain in force and effect and the Parties shall negotiate in good faith for amendments to this Agreement that will cure the invalidity or unenforceability to the extent possible.

4.7 **Termination for Reasons Other than Owner or City Default**. Notwithstanding that there is no default by either Party under this Agreement, this Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(b) Entry after all appeals have been exhausted, of a final judgment or issuance of a final order by a court of competent jurisdiction directing the City to set aside, void or annul the adoption of the ordinance approving this Agreement or the adoption of the Project Approvals, provided the time for filing any return to writ has also expired.

(c) The adoption of a referendum measure specifically overriding or repealing the ordinance approving this Agreement and the Project Approvals or any thereof.

(d) Owner's election to terminate this Agreement and all of the Project Approvals prior to the commencement of the Project in accordance with the Project Approvals. If Owner elects not to develop the Property as a commercial project in substantial conformance with the Project Approvals or elects to terminate this Agreement pursuant to Section 4.2 of this Agreement, Owner shall provide at least thirty (30) days advance written notice of said election to the City.

Upon the termination of this Agreement pursuant to Section 4.2 or this Section 4.7, no Party shall have any further right or obligation hereunder, except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Termination of this Agreement shall not affect any of the covenants of the City or Owner specified in this Agreement to continue after the termination of this Agreement.

5. Hold Harmless Agreement.

5.1 **Hold Harmless Agreement**. Owner hereby agrees to and shall hold the City, its elective and appointive council members, boards, commissions, officers, agents and employees harmless from any third party liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage, which may arise from Owner or Owner's contractors, subcontractors, agents or employees construction of the Project, whether such operations be by Owner, or by any of Owner's contractors, subcontractors, or by any one or more Person(s) directly or indirectly employed by or acting as agent for Owner or any of Owner's contractors or subcontractors provided that the foregoing shall not extend to any such claim to the extent it results from the gross negligence or misconduct of the City or its representatives or agents. In the event of any legal action instituted by a third party or any governmental entity or official challenging the approval, execution or implementation of this Agreement or any provision of this Agreement (exclusive of any such actions brought by the City), the Parties agree to and shall cooperate fully and join in the defense by the City of such action, provided that Owner shall be allowed to provide a joint defense to the City and Owner at it sole cost and expense with counsel acceptable to City to defend both City and Owner, which approval shall not be unreasonably withheld, conditioned or delayed. The City may, in its sole discretion and at its sole expense, elect to also participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Owner of its obligation to provide a joint defense of such action or increase the defense costs of Owner. The Parties shall keep each other informed of all developments relating to defense of such matters subject only to confidentiality requirements that may prevent the communication of such information. Any proposed settlement of litigation or other challenge by Owner shall result in a final resolution providing for no liability or cost to City or shall otherwise be subject to the Parties' approval, each in its reasonable discretion. Notwithstanding the foregoing, Owner may elect not to defend a challenge to the Project, the Project Approvals, or this Agreement. In such event, the City shall have the right, in its sole discretion, to defend against such action at its sole cost and expense or to elect not to defend such action. If Owner, and thereafter City, each elects not to defend against the action, Owner shall remain obligated to

indemnify and hold City harmless from and against any reasonable damages, attorneys' fees or costs that could not be avoided despite City's reasonable cooperation in the resolution of such litigation. It is agreed by the City that Owner shall take the lead role defending against any legal action to which this Section applies. The filing of any third party lawsuit(s) against City or Owner relating to this Agreement, the Project Approvals, any subsequent project approvals or other development issues or approvals affecting the Property shall not delay or stop the development, processing or construction of the Project, approval of any future discretionary approvals, or issuance of future permits or approvals, unless the third party obtains a court order preventing the activity (which City shall not stipulate to or cooperate in the issuance of) or the City Attorney determines that the issuance of such permits or approvals will likely result in liability to the City which is not adequately addressed by the existing Owner indemnity of the City set forth above.

5.2 **Prevailing Wages**. Owner acknowledges the existence of the requirements of California Labor Code §1720, *et seq.*, and 1770 *et seq*., as well as California Code of Regulations, Title 8, Section 1600 *et seq.* ("**Prevailing Wage Laws**"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects, as defined by the Prevailing Wage Laws. If work pursuant to this Agreement is being performed by Owner as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation under the contract in question is $1,000 or more, Owner agrees to fully comply with such Prevailing Wage Laws. Upon Owner's request, the City shall provide a copy of the then current prevailing rates of per diem wages. Owner shall make available to interested parties upon request, copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the work subject to Prevailing Wage Laws and shall post copies at Owner's principal place of business and at the Property. Owner shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless pursuant to the indemnification provisions of this Agreement from any claim or liability arising out of any failure or alleged failure by Owner to comply with the Prevailing Wage Laws associated with any "public works" or "maintenance" projects associated with Project development which are subject thereto.

Except as expressly provided in Section 2.7.1 with respect to the Offsite Traffic Improvements, nothing in this Agreement shall in any way require, or be construed to require, Owner to pay prevailing wages with respect to any work of construction or improvement within the Project (a "**Non Intended Prevailing Wage Requirement**"). But for the understanding of the Parties as reflected in the immediately preceding sentence, the Parties would not have entered into this Agreement based upon the terms and conditions set forth herein. Owner and City have made every effort in reaching this Agreement to ensure that its terms and conditions will not result in a Non Intended Prevailing Wage Requirement. These efforts have been conducted in the absence of any applicable existing judicial interpretation of which the Parties are aware that would indicate that the terms and conditions of this Agreement would result in a Non-Intended Prevailing Wage Requirement. If, despite such efforts, any provision of this Agreement shall be determined by the Department of Industrial Relations, the Labor and Workforce Development Agency, or any court of competent jurisdiction to result in a Non Intended Prevailing Wage Requirement, the Parties shall take such steps as are available, including any necessary modification or amendment to this Agreement, to mitigate or avoid such Non-Intended Prevailing Wage Requirement or its application to this Project at the sole cost and expense of the Developer.

5.3 **Survival of Provisions**. The provisions of this Section 5 shall survive the termination of this Agreement with respect to matters arising during the Term.

6. Project as a Private Undertaking.

It is specifically understood and agreed by and between the Parties that the development of the Property is a separately undertaken private development. No partnership, joint venture or other association of any kind between Owner and the City is formed by this Agreement. The only relationship between the City and Owner is that of a governmental entity regulating the development of private property and the actions of the owner of such private property.

7. City Representations and Consistency with General Plan.

The City hereby finds, determines and represents that execution of this Agreement is in the best interest of the public health, safety and general welfare of the City and that this Agreement and the Project and the Project Approvals are consistent with the General Plan and that the Project Approvals lawfully authorize the construction and use of the Project. City has the authority to permit Owner to develop the Project, subject to, and in accordance with: (a) the Project Approvals; (b) the Applicable Rules; and (c) the terms and conditions of this Agreement, and, based upon all the information made available to City prior to or concurrently with the execution of this Agreement, there are no Applicable Rules that would prohibit or prevent the full completion and occupancy of the Project in accordance with the uses, densities, heights, and terms of development incorporated and agreed to herein. City has the legal authority to enter into and implement this Agreement.

8. Notices. Except as otherwise expressly provided in this Agreement, all notices required by this Agreement shall be in writing and delivered in person, by overnight delivery (including federal express), or sent by certified mail, postage prepaid, to the addresses of the Parties as set forth below. Notice required to be given to the City shall be addressed as follows:

City of Beaumont
550 East 6th Street
Beaumont CA 92223
Attn: City Manager

Notice required to be given to Owner shall be addressed as follows:

Beaumont Regency AVG, LLC
_____
_____
_____

With a Copy to: Abram Roy LLP
24025 Park Sorento, Suite 460
Calabasas, California 91302
Attn: Dennis Roy, Esq.

Either Party may change the address stated herein by giving notice in writing to the other Party, or by modifying the address for written notice in a written Assignment agreement submitted to the City pursuant to the requirements of this Section and recorded against the Property or applicable portion thereof. Thereafter notices shall be addressed and transmitted to the new address. If there is more than one Owner, notices shall be sent by the City to each and every Owner unless otherwise specified in an assignment and assumption agreement recorded against the Property.

9. Recordation.

When fully executed, this Agreement shall be recorded in the official records of Riverside County, California. Any amendments to this Agreement shall also be recorded in the official records of Riverside County.

10. Estoppel Certificates.

Either Party may, at any time, and from time to time, but no more often than quarterly, unless in connection with an Assignment, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (a) this Agreement is in full force and effect and a binding obligation of the Parties, (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications, (c) the requesting Party is not in default in the performance of its obligations under this Agreement to the knowledge of the responding Party, or, if in default, to describe therein the nature and extent of any such defaults, and (d) and such other reasonable information or confirmations as the requesting Party may request. The City Manager shall be authorized to execute any certificate hereunder. Each Party from which an estoppel certificate is requested shall provide a fully executed certificate within fifteen (15) calendar days following the date of written request. The failure to timely deliver a requested estoppel certificate shall constitute a conclusive presumption that this Agreement is in full force and effect without modification, except as may be represented by the requesting Owner, and that there are no uncured defaults in the performance of the requesting Owner, except as may be represented by the requesting Owner. Any such certificate may be and is intended to be relied upon by any person, including, but not limited to, the other Party, potential purchasers or lessees of all or any part of the Property, lenders or potential lenders, and investors and potential investors.

11. Provisions Relating to Anchor Tenant.

11.1 Anchor Tenant Rights and Obligations.

11.1.1 **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. 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 hereunder as to, and solely as to, its leased Anchor Tenant Premises, and shall have no obligation or duty under this 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").

11.1.2 **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.

11.1.3 **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.

11.1.4 **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 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 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.

12. Provisions Relating to Lenders.

12.1 Lender Rights and Obligations.

12.1.1 **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.

12.1.2 **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.

12.1.3 **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.

12.1.4 **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.

12.1.5 **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.

12.2 **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.

12.3 **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.

13. Cooperation and Defense of Agreement.

13.1 **Further Actions and Instruments**. The Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The Parties further agree to mutually cooperate with one another in carrying out the purposes of this Agreement.

13.2 **Defense of Agreement**. Subject to the other provisions of this Agreement, the City agrees to and shall timely take all actions which are reasonably necessary or required to uphold the validity and enforceability of this Agreement and the Applicable Rules and Project Approvals. If this Agreement is adjudicated and determined to be invalid or unenforceable, the City agrees, subject to all legal requirements, to consider and implement all modifications to this Agreement which are reasonably necessary or required to render it valid and enforceable to the extent permitted by applicable law.

13.3 **No Moratorium**. No future amendment of any existing City ordinance or resolution, or future adoption of any ordinance, resolution or other action, that purports to limit the

rate or timing over time of development or construction of all or any part of the Project or alter the sequencing of development phases or alter or limit entitlements to use or service (including but not limited to water and sewer), whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether adopted or imposed by the City Council, an agency of the City or through the initiative or referendum process, shall apply to the Property or any portion thereof, provided, however, the provisions of this Section shall not affect City's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria or other limitations to which the City is subject and mandated to comply notwithstanding the existence of this Agreement.

13.4 **Certificate of Performance**. Upon the completion of the Project, or the development of any portion thereof, or upon performance of this Agreement or its earlier revocation and termination, the City shall provide Owner, upon Owner's request, with a statement ("**Certificate of Performance**") evidencing said completion or revocation and the release of Owner from further obligations hereunder, provided that if the release relates to the completion of only a phase or particular parcels, the release shall pertain solely to the parcel or parcels which have been completed. The Certificate of Performance shall be signed by the appropriate agents of Owner of the affected parcel(s) or phase and the City and shall be recorded in the official records of Riverside County, California. Such Certificate of Performance is not a notice of completion.

14. General.

14.1 **Entire Agreement**. This Agreement constitutes the entire understanding and agreement of the Parties. Unless specifically stated to the contrary, the reference to an exhibit by designated letter or number shall mean that the exhibit is made a part of this Agreement.

14.2 **Section Headings**. All article, section and subsection headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Amendment.

14.3 **Singular and Plural**. As used herein, the singular of any word includes the plural.

14.4 **Time of Essence**. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

14.5 **Waiver**. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

14.6 **No Third-Party Beneficiaries**. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. Except as expressly provided in this Agreement, no other Person shall have any right to action based upon any provision of this Amendment. Nothing herein shall limit the rights of permitted successors and assigns expressly provided for in this Agreement.

14.7 **Recitals; Exhibits**. The Parties agree that the Recitals above are true and correct and intend to be bound by same. The Parties further agree to the incorporation by reference herein

of said Recitals, together with all definitions provided and exhibits referenced in this Agreement, including in said Recitals.

14.8 **Counterparts**. This Amendment may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

14.9 **Survival.** Notwithstanding anything herein to the contrary, all representations and warranties shall survive the expiration or earlier termination of this Agreement and rights and obligations that have already accrued, including, without limitation, the confidentiality obligations described in Section 14.10 below, and any amounts due and owing shall survive the expiration or earlier termination of this Agreement and shall remain enforceable by the benefited Party.

14.10 **Confidentiality.** The Parties acknowledge and agree that all trade secret proprietary information provided by Owner to City with respect to the Property are intended to be confidential and City shall not voluntarily report, publish, share, circulate, disseminate or otherwise release to any party, person or entity any or all of those proprietary trade secret confidential matters unless otherwise required to do so by applicable law. If such disclosure is required by applicable law, City shall provide Owner with as much advance notice as practicable of such required disclosure and shall cooperate with Owner to the maximum extent possible to limit the required disclosure and the impact thereof upon Owner. The Parties agree that if the confidentiality provisions contained in this Agreement are breached, the remedy at law may be inadequate, and, therefore, without limiting any other remedy available at law or in equity, an injunction, specific performance or other form of equitable relief, or any combination thereof, shall be available to enforce such obligation. Further, if a petition is filed by a member of the public to gains access to any information not disclosed by City pursuant to this paragraph, Developer shall reimburse City for all its reasonable attorneys' fees, liabilities and attorneys' fees awards against the City, if any, resulting from such petition.

[SIGNATURES FOLLOW]

CITY:

CITY OF BEAUMONT

By:_____
Mayor, the City of Beaumont

Attest:_____
City Clerk of the City of Beaumont

OWNER:

Beaumont Regency AVG, LLC, a Delaware limited liability company

By: _____
Name _____
Its: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____,
Date (Insert Name and Title of the Officer)

personally appeared _____
Name(s) of Signer(s)

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp above

Signature: _____
Signature of Notary Public

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____,
Date (Insert Name and Title of the Officer)

personally appeared _____
Name(s) of Signer(s)

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp above

Signature: _____
Signature of Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION AND DEPICTION OF PROPERTY

EXHIBIT "B"

EXISTING PROJECT APPROVALS

A. Plot Plan Approval PP2024-0059 permitting a 279,941 square foot community retail site on 22.9 acres consisting of eight parcels of land, providing for construction of one nationally recognized major retailer, one nationally recognized grocer, and nationally recognized restaurants.

B. Parking Variance No. V2024-0019 reducing the parking spaces required by Section 17.05.040 of the Beaumont Municipal Code from 1,293 spaces to 1,151 spaces.

C. Open Space Variance No. V2025-0031 reducing the required commercial open space from ___ square feet to __ square feet as required by Section 17.03.080.G.6 of the Beaumont Municipal Code.

D. Master Sign Program Plan No. 2024-0157 authorizing one Freeway Pylon Sign, one Digital Display Sign, two Project Pylon Signs, and two Monument Signs subject to discretionary approval by any external agencies with discretionary review.

E. Environmental Assessment No. ENV2025-0002 and the Mitigation Monitoring and Reporting Program (MMRP) associated therewith to satisfy the requirements of the California Environmental Quality Act.

F. Development Agreement No. XX as approved by Ordinance No. XX.

G. City Council approval of Digital Display identified in Exhibit B-1, provided that Owner shall be required to separately obtain a sign permit approval from the City of Beaumont Planning Commission under Beaumont Municipal Code Chapter 17.07. Owner shall be solely responsible to secure any approval required of any other agency including but not limited to Cal Trans under the California Outdoor Advertising Act or implementing regulations for the Digital Display prior to erecting it. Owner shall indemnify, defend and hold harmless the City from and against any costs, expenses or liabilities including reasonable attorneys' fees incurred by City as a result of any claim that Owner failed to comply with the Outdoor Advertising Act.

EXHIBIT "C"

DEVELOPMENT FEES IN EFFECT AS OF EFFECTIVE DATE

DEVELOPMENT IMPACT FEES FOR COMMERCIAL DEVELOPMENT
Fees Effective on July 1, 2025 and January 1, 2026

City Development Impact Fee	Fee Basis	7/1/2025 Fee	1/1/2026 Fee
Emergency Preparedness Fee	Square Foot	$0.002	$0.002
Fire Protection Facilities Fee	Square Foot	$0.360	$0.430
General/Advanced Planning Impact	Square Foot	$0.010	$0.010
Police Facilities Fee	Square Foot	$0.270	$0.350
Public Facilities Fee	Square Foot	$0.150	$0.160
Railroad Crossing Impact Fee	Square Foot	$2.810	$4.240
Recycled Water Facility Fee	Square Foot	$0.140	$0.140
Sewer Capacity Fee			
Commercial (Low Strength)	Square Foot	$0.900	$0.940
Commercial (Medium Strength)	Square Foot	$1.020	$1.080
Commercial (High Strength)	Square Foot	$2.060	$2.190
Sewer Facilities Fee	Square Foot	$0.250	$0.310
Storm Drain Facilities Impact Fee	Square Foot	$0.010	$0.020
Streets & Bridges Impact Fee	Square Foot	$10.700	$15.050

EXHIBIT "D"

OFFSITE TRAFFIC IMPROVEMENTS

1. Dedicate necessary right-of-way and construct street, curb, gutters, medians, sidewalks, driveway approaches, and access ramps along Oak Valley Parkway from the I-10 off-ramp to the to the point approximately 642 linear feet east of the easterly edge of the intersection of Oak View Drive and Oak Valley Parkway, connecting full width street improvements on the south side of Oak Valley Parkway with the existing full width street improvements easterly of the Property.

2. Sawcut and remove existing pavement in Oak Valley Parkway and construct new 6"AC/8" AB Pavement including subgrade preparation.

3. Install signage, striping and pavement markings in Oak Valley Parkway.

4. Modify traffic signals on Oak Valley Parkway at Golf Club Drive,Oak Valley Plaza, and Oak View Drive.

5. Install streetlights, pull boxes and conduit along Oak Valley Parkway along the southerly right-of-way.

6. Install median and parkway landscaping/irrigation along Oak Valley Parkway.

7. Install approximately 1,050 LF of 16" domestic water lines.[NEED CLARIFICATION ON LOCATION]

8. Install approximately 1,460 LF of 16" reclaimed water pipe.[NEED CONFIRMATION OF WHETHER THIS IS ALREADY ON THE WESTERN PROPERTY LINE]

9. Construct off-site water connections as required, remove paving and replace as needed.

10. Underground SCE, phone, and other overhead utility lines approximately 950 LF along the Oak Valley Parkway frontage in accordance with Beaumont Municipal Code.

11. Design, project management, city permits, inspections, insurances, general conditions, and contingencies

12. New traffic signal installations at Elm Avenue and Oak Valley Parkway and Desert Lawn Drive and Oak Valley Parkway.

All of the forgoing Offsite Traffic Improvements are described in more detail in the conditions of approval for the Project Approvals. In the event of a conflict between this exhibit and the Project Approvals, the Project Approvals shall prevail.

[BEFORE EXECUTION THE OFFSITE PLANS FOR THE OFFSITE TRAFFIC IMPROVEMENTS THAT ARE BEING FINALIZED BY THE DEVELOPER WILL BE ATTACHED TO THIS EXHIBIT OR INCORPORATED BY REFERENCE FOR ADDITONAL CLARITY]]

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EXHIBIT "D"

[OWNER UPDATING COSTS FOR PREVAILING WAGE REQUIREMENT]
OFFSITE TRAFFIC IMPROVEMENTS

Exhibit D-1
FORM OF
OFFSITE TRAFFIC IMPROVEMENT REIMBURSEMENT AGREEMENT

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 29.88 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.

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 applicable development impact fee credits and reimbursement payment(s) 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 if 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 net of any actual or expected reimbursements related to 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..

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 not to exceed ninety (90) days. 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	**OWNER**
City Manager City of Beaumont 550 East 6th Street Beaumont, CA 92223	Beaumont Regency AVG

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 YOU 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
PROPERTY

EXHIBIT B
PUBLIC IMPROVEMENTS

1. **Oak Valley Parkway Roadway Improvements**. Complete the following roadway improvements all in accordance with the Conditions of Approval for the Project:

    a. Dedicate necessary right-of-way and construct street, curb, gutters, medians, sidewalks, driveway approaches, and access ramps along Oak Valley Parkway.

    b. Mill and overlay along the existing portion of Oak Valley Parkway from street centerline and/or edge of raised median to edge of pavement, coincident with the project boundary and extending beyond the project boundary to the end of the lane reduction, approximately 700-feet east of Oak View Drive centerline and also being the east property line of parcel identified as APN 414-070-008. The overlay is to be applied after all other construction has occurred. Construct full AC/AB section in accordance with City standards for new widened portion of Oak Valley Parkway.

    c. Install signage, striping and pavement markings in Oak Valley Parkway.

    d. Install streetlights, pull boxes and conduit along Oak Valley Parkway per approved Conditions of Approval for the project.

    e. Install median and parkway landscaping/irrigation along Oak Valley Parkway.

2. **Dry Utilities**. Underground or relocate SCE, phone, and other overhead utility lines along the Oak Valley Parkway frontage per approved Conditions of Approval for the Project.

3. **Wet Utilities**. Construct, reconstruct, or relocate sewer, water, storm drain, fire service, or others as necessary to facilitate the Off-Site Traffic Improvements all in accordance with the Conditions of Approval for the Project.

4. **Traffic Signals and Intersection Improvements**. Complete the following traffic signal installations or modifications and intersection improvements all in accordance with the Conditions of Approval for the Project:

    a. Installation of a traffic signal at the intersection of Desert Lawn Drive and Oak Valley Parkway.

    b. Installation of a traffic signal at the intersection of Elm Avenue at Oak Valley Parkway. Intersection improvements shall include striping crosswalks on all legs.

    c. At intersection of Golf Club Drive at Oak Valley Parkway, construct the south leg of the intersection and provide dual exclusive northbound left-turn lanes, a shared northbound

through/right-turn lane, and two inbound lanes. Restripe the north leg of the intersection to provide a southbound through lane. Widen and restripe the west leg of the intersection to provide two additional eastbound through lanes and an exclusive eastbound right-turn lane. Widen and restripe the east leg of the intersection to provide an exclusive westbound left-turn lane and two additional eastbound departure lanes. Modify the existing traffic signal for eight-phase operation. Stripe crosswalks on the south and east legs.

d. At intersection of Oak Valley Plaza at Oak Valley Parkway, construct the south leg of the intersection and provide an exclusive northbound left-turn lane, a shared northbound through/right-turn lane, and one inbound lane. Restripe the north leg of the intersection to provide convert the exclusive southbound right-turn lane to a shared southbound through/right-turn lane. Widen and restripe the west leg of the intersection to provide one additional eastbound through lane and a shared eastbound through/right-turn lane. Widen and restripe the east leg of the intersection to provide an exclusive westbound left-turn lane and two additional eastbound departure lanes. Modify the existing traffic signal for eight-phase operation. Stripe crosswalks on the south and east legs.

e. At intersection of Oak View Drive at Oak Valley Parkway, widen and restripe the west leg of the intersection to provide two additional eastbound through lanes. Widen and restripe the east leg of the intersection to provide two additional eastbound departure lanes. Modify the existing traffic signal. Stripe a crosswalk on the east leg.

f. At Project Driveway 1 at Oak Valley Parkway, construct the south leg of the intersection and one inbound lane. Widen and restripe the west leg of the intersection to provide one additional eastbound through lane and one exclusive eastbound right-turn lane. Widen and restripe the east leg of the intersection to provide two additional eastbound departure lanes.

Other Costs Directly Related to the Construction of the Off-Site Traffic Improvements. Third party design, project management, City permits, inspections, insurances, general conditions, and contingencies as permitted by this Agreement and the Offsite Traffic Reimbursement Agreement.All of the forgoing Offsite Traffic Improvements are described in more detail in the conditions of approval for the Project Approvals. In the event of a conflict between this Exhibit and the Project Approvals, the Project Approvals shall prevail.

EXHIBIT B
PUBLIC IMPROVEMENTS

CSI CONSTRUCTION

BUDGET BREAKDOWN

Project: Oak Valley Village PHASE 1
Address: SEC Interstate 10 & Oak Valley Pkwy.
City: Beaumont, CA
Owner: Regency Centers
Schedule: 15 mths
Job #: xxx
Bid Date: 5/15/2025

Offsite +/- 150,589 SF
Onsite +/- 1,260,947 SF

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	-	100,794
01-206	Builder's Risk Insurance	0.000%		-	-
01-201	Perf & Payment Bond	0.000%	-	-	-
90-001	Fee	4.500%	297,163	-	297,163
80-001	Contractor Contingency	10.000%	690,078	-	690,078
01-205	Escalation (Market Volatility)	0.000%	-	-	-
		TOTAL:	7,590,853	-	7,590,853

EXHIBIT B
PUBLIC IMPROVEMENTS

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. [CONFIRM]

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 City's Public Works Director may, in his or her reasonable discretion, reject any and all bids that he or she determines to be nonresponsive.

L. 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.

M. A preconstruction meeting shall be held with the contractor prior to beginning the work. A City representative shall be invited to attend the meeting.

N. 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 control measures to ensure all public improvements are constructed in 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

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 38, 39, 40, 41, 43, 44, AND 45 INCLUSIVE, OF BEAUMONT HEIGHTS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN PER MAP ON FILE IN BOOK 8, PAGE 53 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF THE UNNAMED STREET AS SHOWN BY MAP OF THE ABOVE MENTIONED BEAUMONT HEIGHTS, LYING WITHIN THE NORTH HALF OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, ADJOINING LOTS 43, 44, AND 45 OF THE WEST, AS VACATED BY RESOLUTION RECORDED AUGUST 14, 1968 AS INSTRUMENT NO. 78782 OF OFFICIAL RECORDS, RIVERSIDE COUNTY.

EXCEPTING THOSE PORTIONS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED OCTOBER 17, 1967 AS INSTRUMENT NO. 91449 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO **EXCEPTING** ALL MINERAL AND OIL RIGHTS AS RESERVED BY HANNAH M. HOUGHTELIN IN DEED RECORDED IN DEED RECORDED JULY 24, 1936 IN BOOK 287, PAGE 520 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

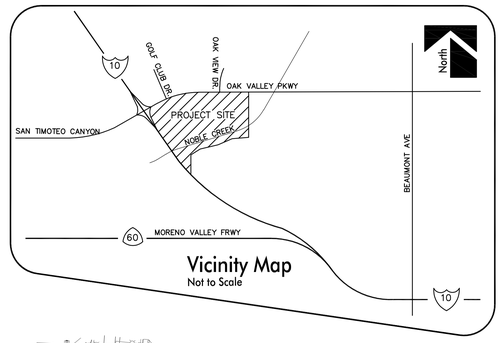
THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING EASTERLY OF THE EASTERLY LINE, OF THE LAND DESCRIBED IN PARCELS 8F AND 8G OF THE FINAL ORDER OF CONDEMNATION IN CASE NO. 77829 OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF RIVERSIDE, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 31, 1964 AS INSTRUMENT NO. 39647 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND LYING EASTERLY OF THE EASTERLY LINE OF THE LAND DESCRIBED IN PARCEL NO. 1 OF THE FINAL ORDER OF CONDEMNATION IN CASE NO. 32726 OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, A CERTIFIED COPY OF WHICH WAS RECORDED AUGUST 03, 1943 IN BOOK 587, PAGE 380 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY DEED RECORDED OCTOBER 17, 1967 AS INSTRUMENT NO. 91452 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

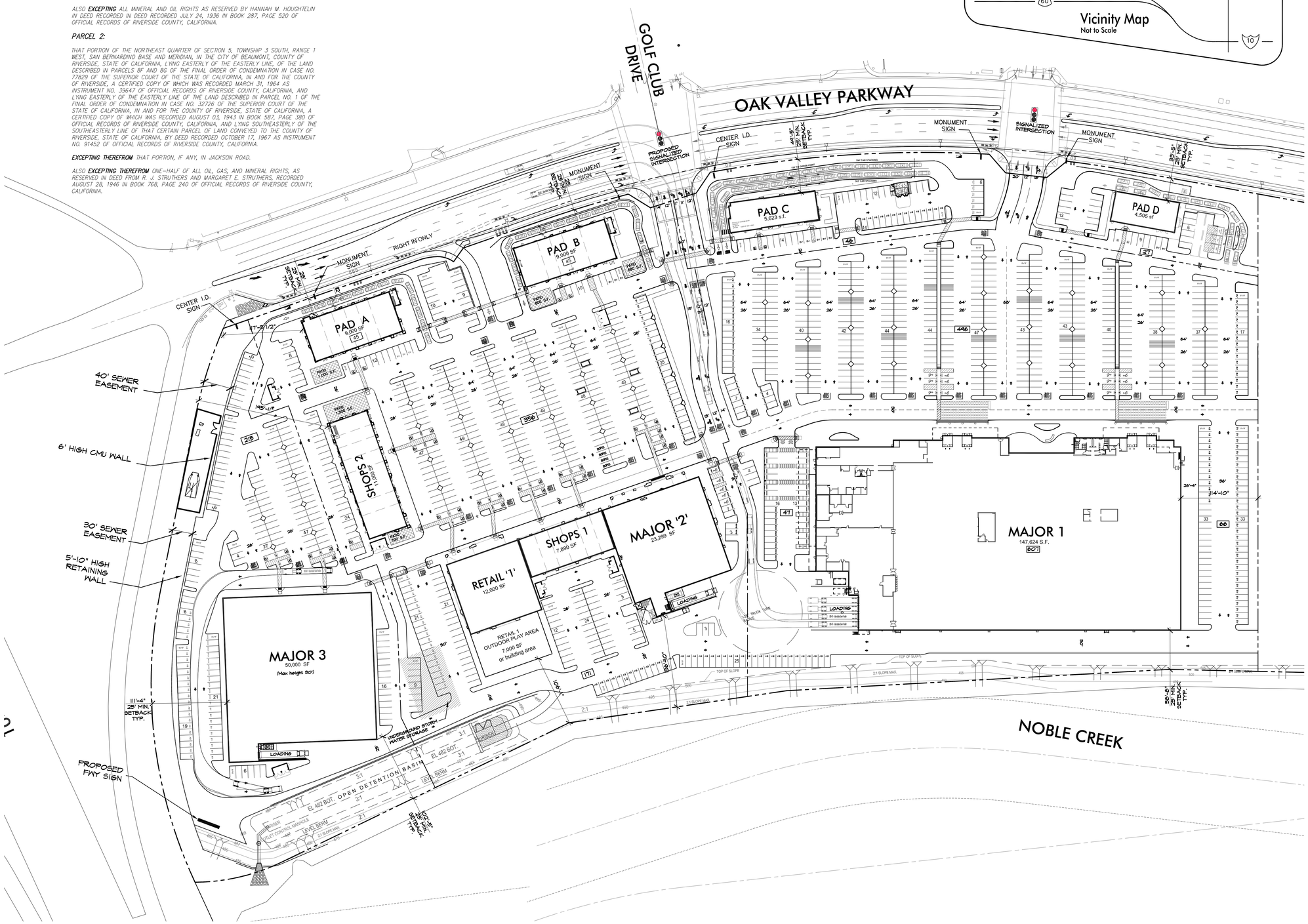
EXCEPTING THEREFROM THAT PORTION, IF ANY, IN JACKSON ROAD.

ALSO **EXCEPTING THEREFROM** ONE-HALF OF ALL OIL, GAS, AND MINERAL RIGHTS, AS RESERVED IN DEED FROM R. J. STRUTHERS AND MARGARET E. STRUTHERS, RECORDED AUGUST 28, 1946 IN BOOK 768, PAGE 240 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TAX PARCEL NO.

414-070-008; 414-080-001;
414-080-002; 414-080-003;
414-080-004; 414-080-005;
414-080-006; 414-090-019





NADEL

SITE SUMMARY

LAND	± 28.95 AC	± 1,260,947 SF
BUILDING AREA		279,941 SF
• RETAIL		247,868 SF
• RESTAURANT		32,073 SF
LAND-TO-BUILDING RATIO		4.5/1
COVERAGE		22.2%

PARKING

• RETAIL (247,868 SF) @ 1/200	1,239 STALLS
• REST. (32,073 SF) @ 1/100	321 STALLS
TOTAL REQUIRED	1,560 STALLS
PARKING PROVIDED	
• STANDARD STALLS (9'X19')	1,328 STALLS
• ACCESSIBLE STALLS	51 STALLS
TOTAL PROVIDED	**1,379 STALLS**
PARKING RATIO	**4.92/1000**

PER BEAUMONT ZONING ORDINANCE, CHAPTER 17.05, SECTION 17.05.040 TABLE 17.05-1

ELECTRICAL VEHICLE CHARGING STATIONS (SVCS) TAB;E 11B-228.3.2.1 CBC 2023

EV PARKING PROVIDED

EV CAPABLE	214 STALLS
EVCS	71 STALLS
• STANDARD ACCESSIBLE	2 STALLS
• VAN ACCESSIBLE	1 STALL
• AMBULATORY	2 STALLS
TOTAL	285 STALLS

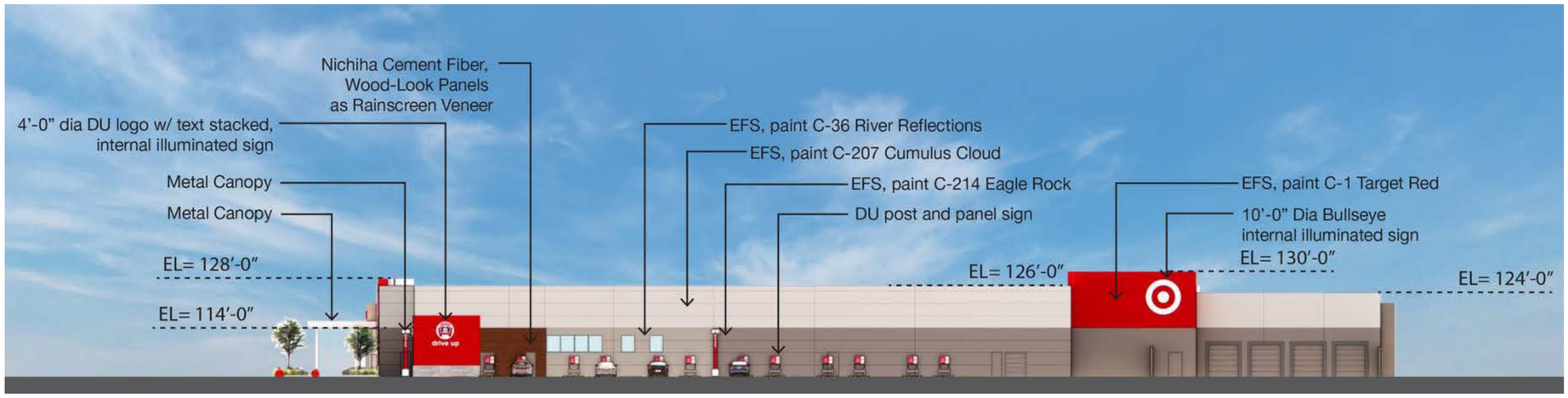
SCALE: 60'

03 | 18 | 2025

PRELIMINARY SITE PLAN | **OVERALL**



NORTH ELEVATION



EAST ELEVATION

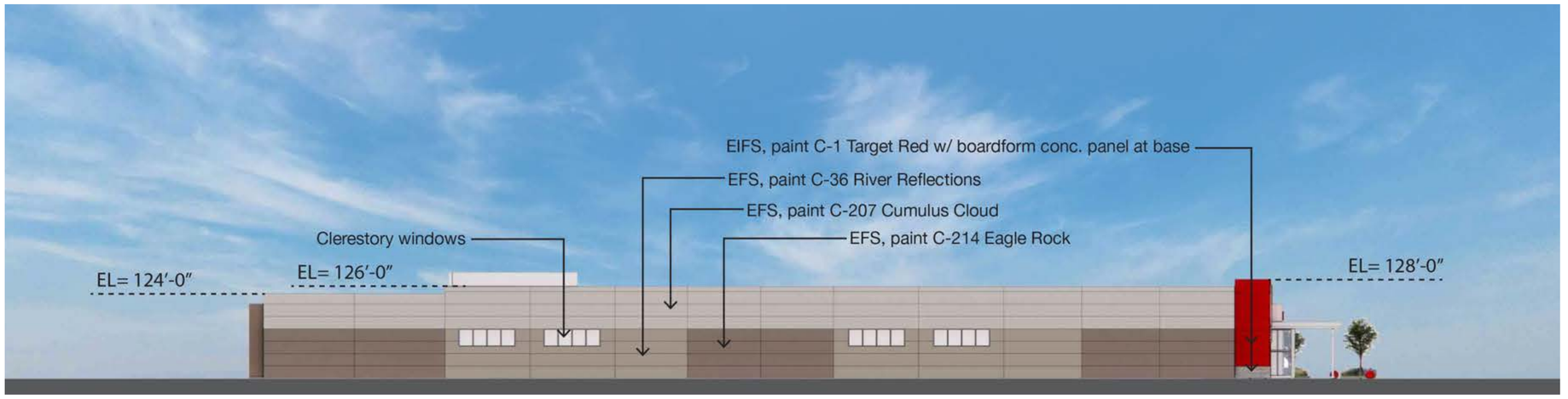
COLOR KEY

- C -207 CUMULUS CLOUD
- C-36 RIVER REFLECTIONS
- C-214 EAGLE ROCK
- C-1 TARGET RED
- 'ZENITH GREY' SIERRACUT24 BY ELDORADO STONE
- NICHIHA, VINTAGEWOOD- BARK

0 5' 15' 30' 55' 90'



SOUTH ELEVATION



WEST ELEVATION

COLOR KEY

- C -207 CUMULUS CLOUD
- C-36 RIVER REFLECTIONS
- C-214 EAGLE ROCK
- C-1 TARGET RED
- ‘ZENITH GREY’ SIERRACUT24 BY ELDORADO STONE
- NICHIHA, VINTAGEWOOD- BARK

0 5' 15' 30' 55' 90'

ELEVATIONS | **MAJOR 1**

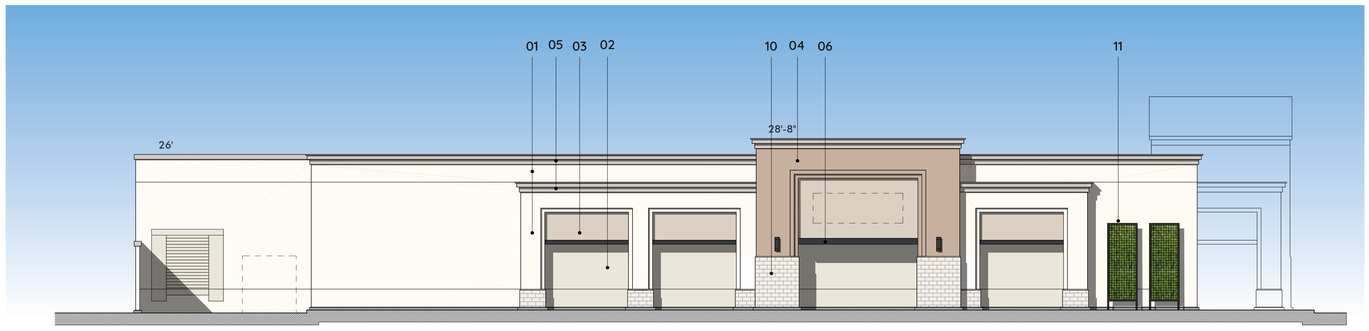
LEGEND

01	'WHISPER' DEW340 BY DUNN EDWARDS	**04**	'TRAIL DUST' DE6123 BY DUNN EDWARDS	**07**	'WHITE OAK' METAL SLATS	**10**	'HIDDEN CREEK' SIERRACUT24 BY ELDORADO STONE
02	'WHISPER GRAY' DEC785 BY DUNN EDWARDS	**05**	'OYSTER' DEC748 BY DUNN EDWARDS	**08**	REFINISHED (E) RETAINING WALL	**11**	PAINTED METAL VINE TRELLIS TO MATCH (06) 'BLACK BEAN'
03	'FINE GRAIN' DE6213 BY DUNN EDWARDS	**06**	'BLACK BEAN' DE6385 BY DUNN EDWARDS	**09**	STOREFRONT COLOR TO MATCH (06) 'BLACK BEAN'	**12**	'GRAPHITE' FLAT CLAY ROOF TILE BY CLAYMEX

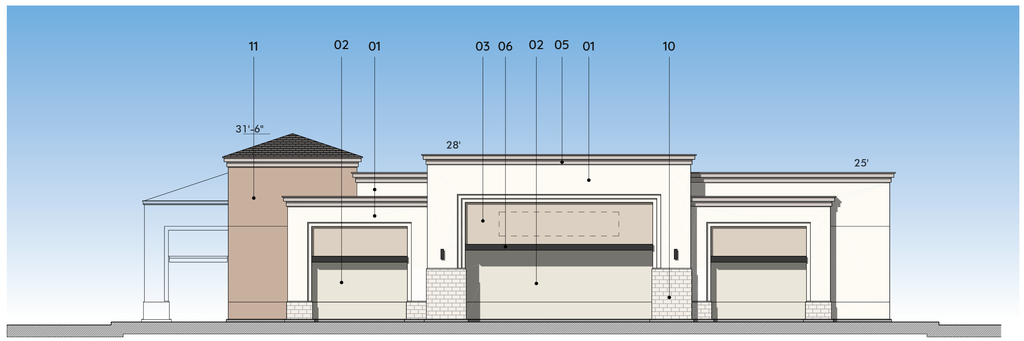
NADEL



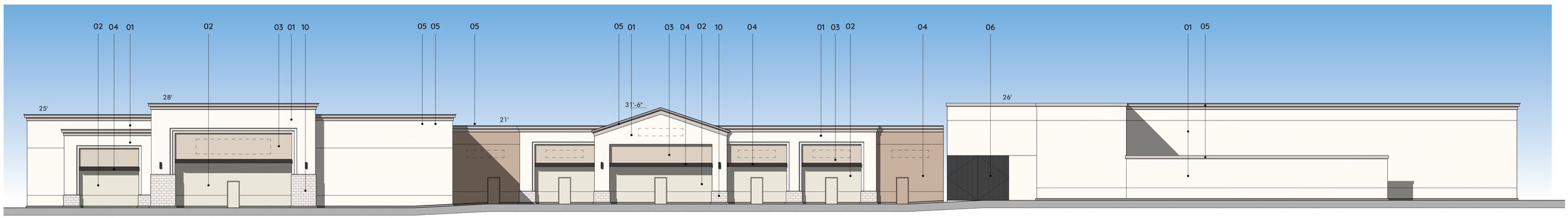
NORTH ELEVATION



EAST ELEVATION



WEST ELEVATION



SOUTH ELEVATION

0 2' 8' 24' 48'

ELEVATIONS | **MAJOR 2** | **SHOPS 1** | **RETAIL 1**

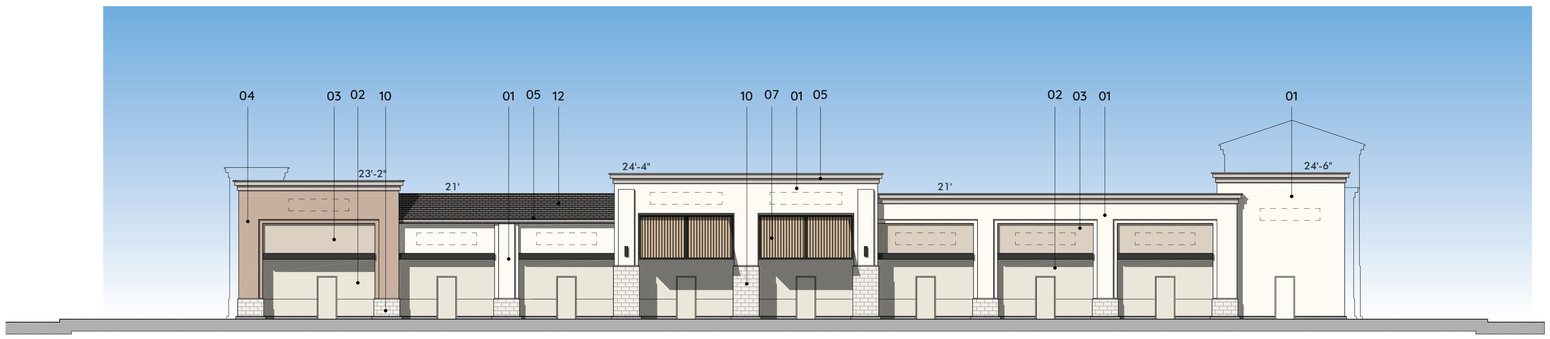
LEGEND

01	‘WHISPER’ DEW340 BY DUNN EDWARDS
02	‘WHISPER GRAY’ DEC785 BY DUNN EDWARDS
03	‘FINE GRAIN’ DE6213 BY DUNN EDWARDS
04	‘TRAIL DUST’ DE6123 BY DUNN EDWARDS
05	‘OYSTER’ DEC748 BY DUNN EDWARDS
06	‘BLACK BEAN’ DE6385 BY DUNN EDWARDS
07	‘WHITE OAK’ METAL SLATS
08	REFINISHED (E) RETAINING WALL
09	STOREFRONT COLOR TO MATCH (06) ‘BLACK BEAN’
10	‘HIDDEN CREEK’ SIERRACUT24 BY ELDORADO STONE
11	PAINTED METAL VINE TRELLIS TO MATCH (06) ‘BLACK BEAN’
12	‘GRAPHITE’ FLAT CLAY ROOF TILE BY CLAYMEX

NADEL



EAST ELEVATION



WEST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION

0 2' 8' 24' 48'

ELEVATIONS | **SHOPS 2**

LEGEND

01	‘WHISPER’ DEW340 BY DUNN EDWARDS
02	‘WHISPER GRAY’ DEC785 BY DUNN EDWARDS
03	‘FINE GRAIN’ DE6213 BY DUNN EDWARDS
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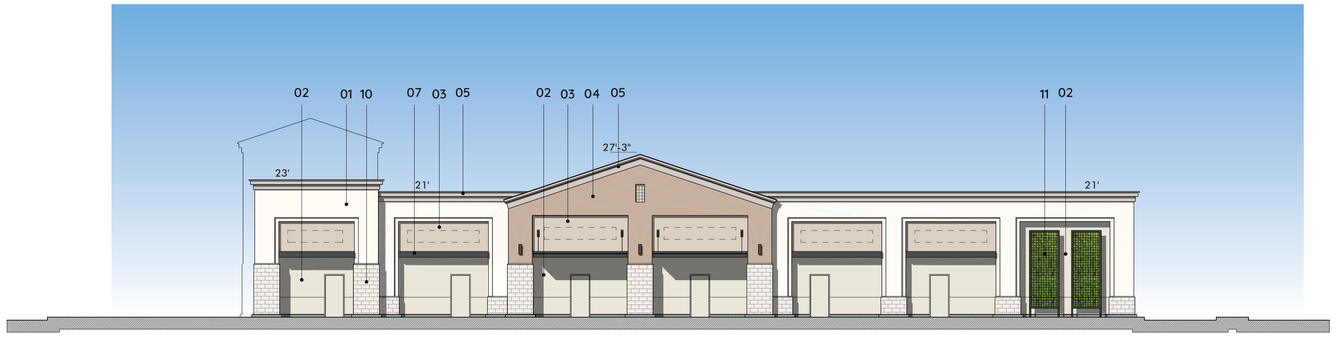
NADEL



SOUTH ELEVATION



EAST ELEVATION



NORTH ELEVATION



WEST ELEVATION

0 2' 8' 24' 48'

NADEL

MAJOR 1

C -207 CUMULUS CLOUD

C-36 RIVER REFLECTIONS

C-214 EAGLE ROCK

C-1 TARGET RED



'ZENITH GREY' SIERRACUT24 BY ELDORADO STONE



NICHIHA, VINTAGEWOOD- BARK

MAJOR 2 | SHOPS 1 & 2 | RETAIL 1 | PAD A

WHISPER - DEW340 BY DUNN EDWARDS

WHISPER GRAY - DEC785 BY DUNN EDWARDS

FINE GRAIN - DE6213 BY DUNN EDWARDS

TRAIL DUST - DE6123 BY DUNN EDWARDS

OYSTER - DEC748 BY DUNN EDWARDS

BLACK BEAN - DE6385 BY DUNN EDWARDS

WHITE ASH - KNOTWOOD METAL SLATS

REFINISHED (E) RETAINING WALL

'HIDDEN CREEK' SIERRACUT24 BY ELDORADO

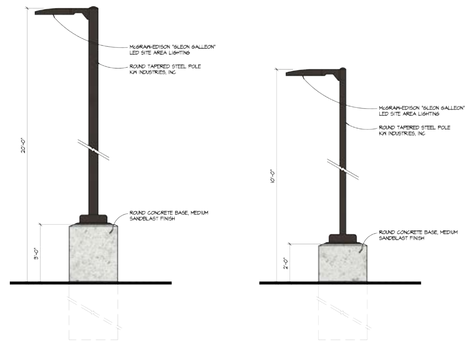


'GRAPHITE' FLAT CLAY ROOF TILE BY CLAY-MEX

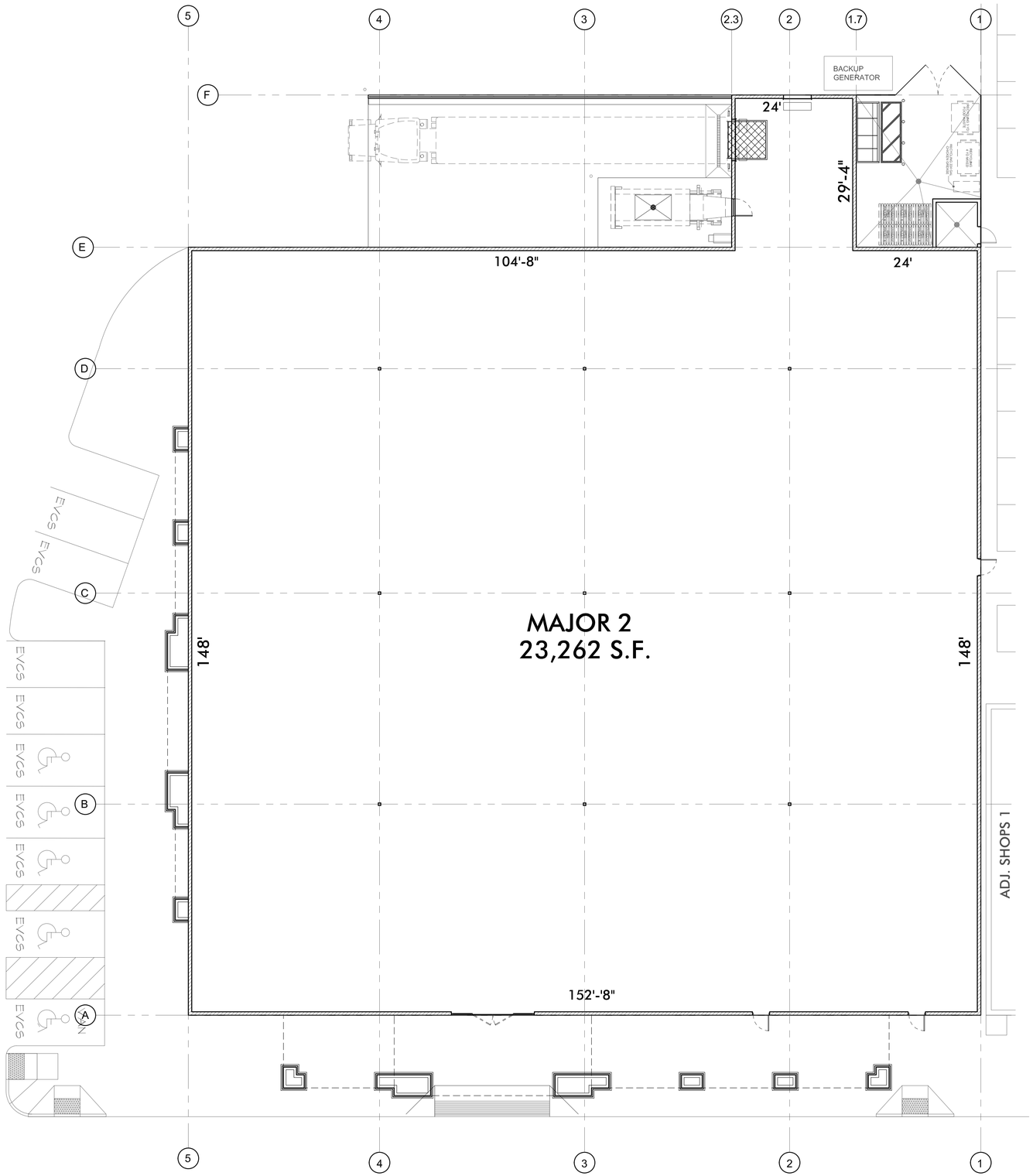
SITE LIGHTING



GLEON GALLEON - MCGAW-EDISON



TYPICAL LIGHT STANDARD DETAIL



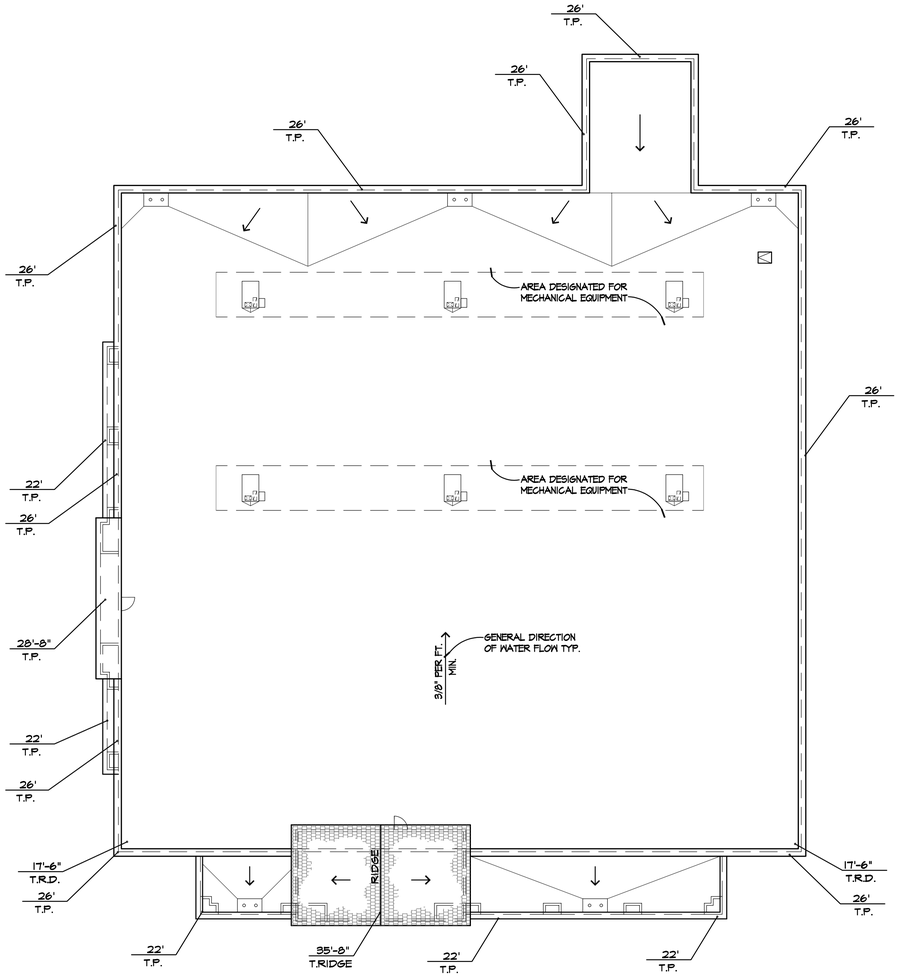
NADEL

SCALE: 3/32"=1'-0"

01' 3' 5' 10' 20'

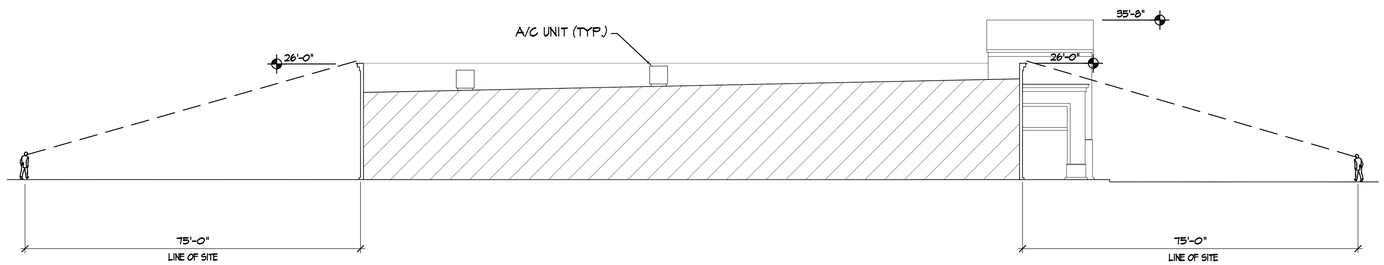
03 | 12 | 2025

FLOOR PLAN | **MAJOR 2**



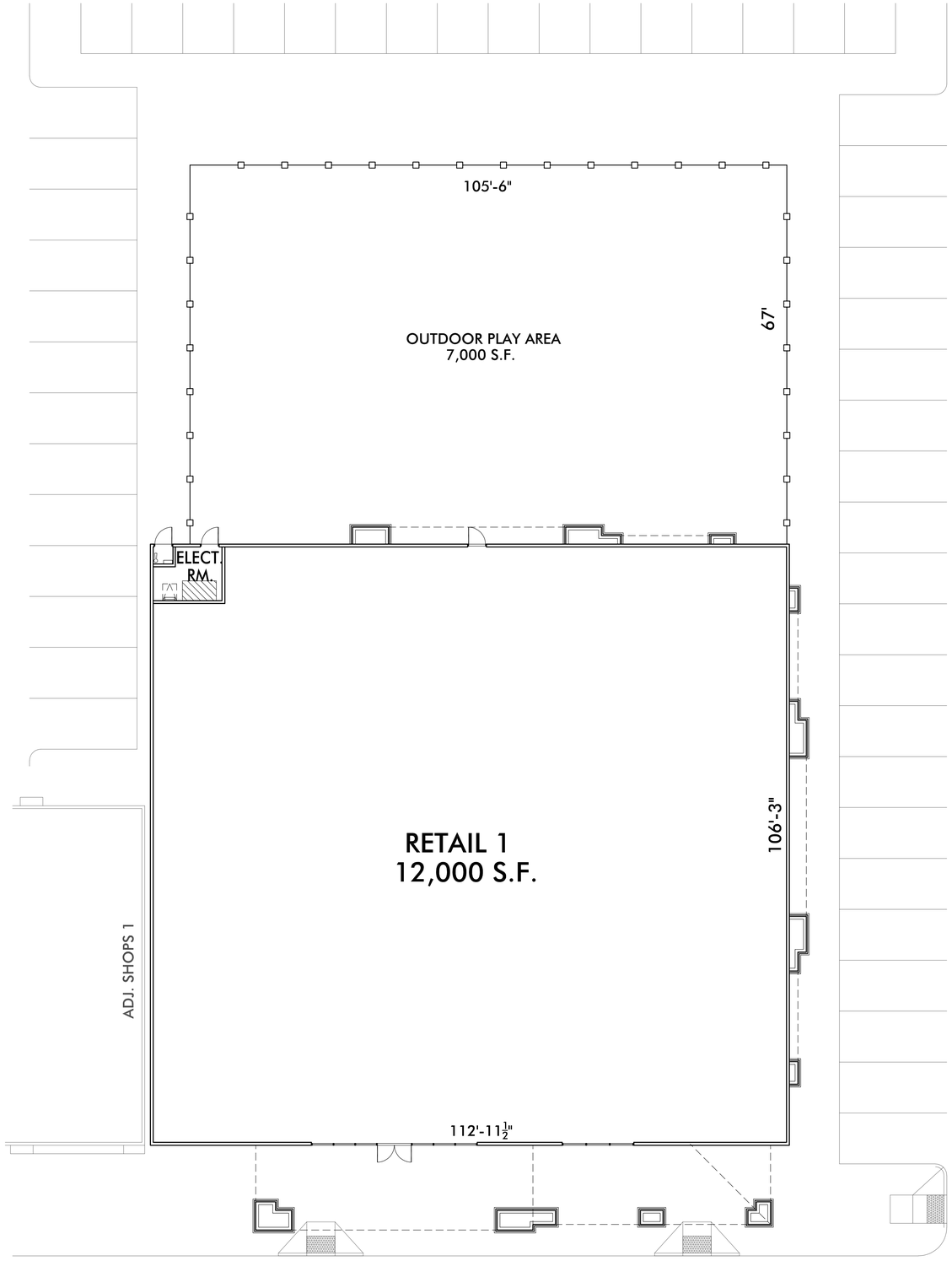
ROOF PLAN

SCALE: 1/16"=1'-0"



BUILDING SECTION / LINE OF SIGHT

SCALE: 1/16"=1'-0"

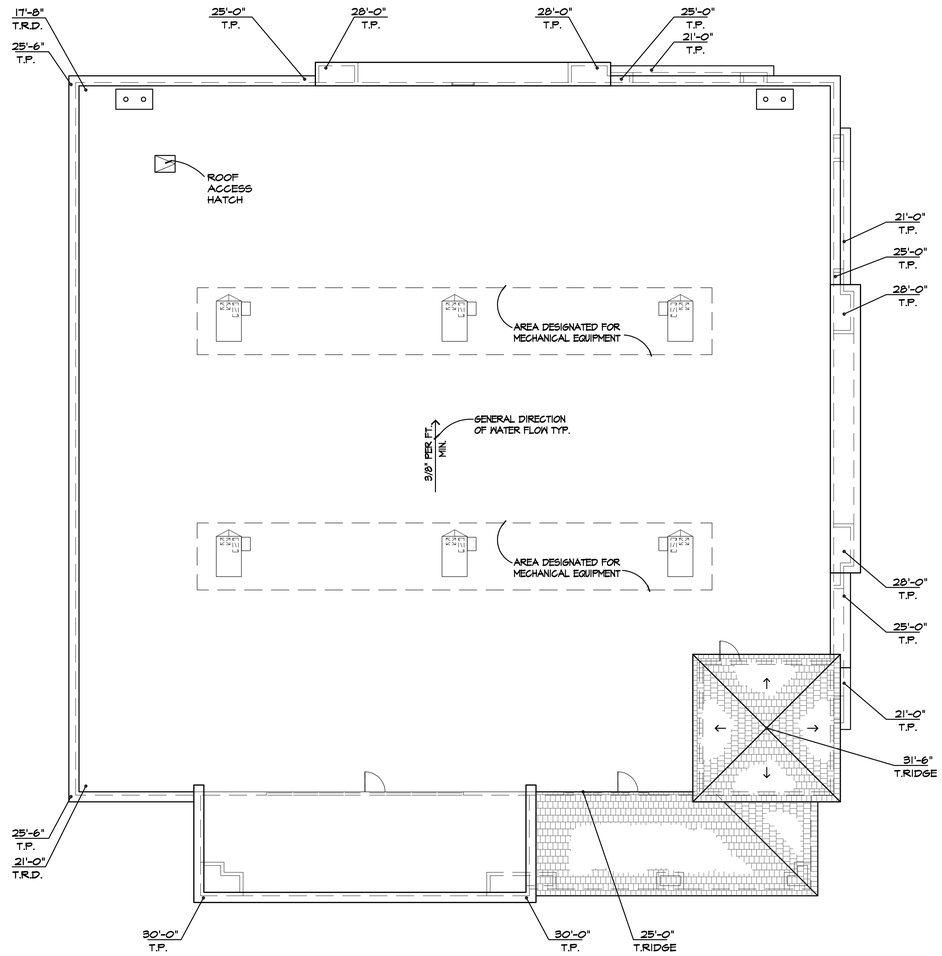


SCALE: 3/32"=1'-0"

0' 3' 5' 10' 20'

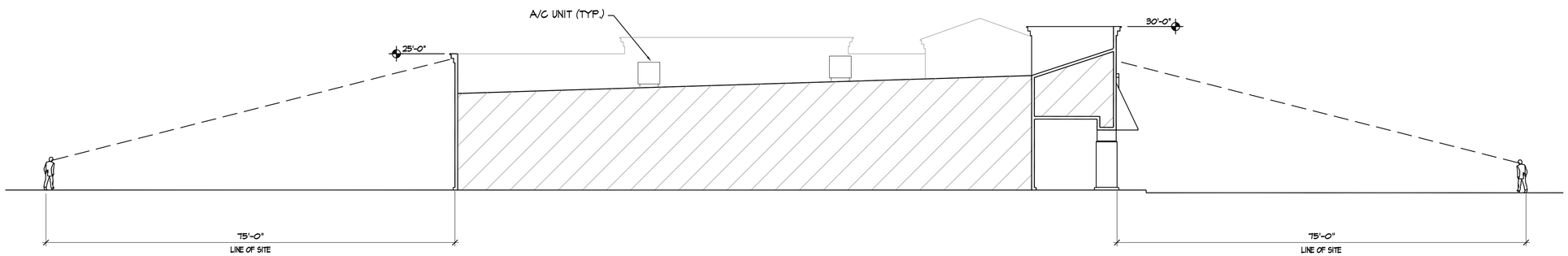
03 | 12 | 2025

FLOOR PLAN | **RETAIL 1**



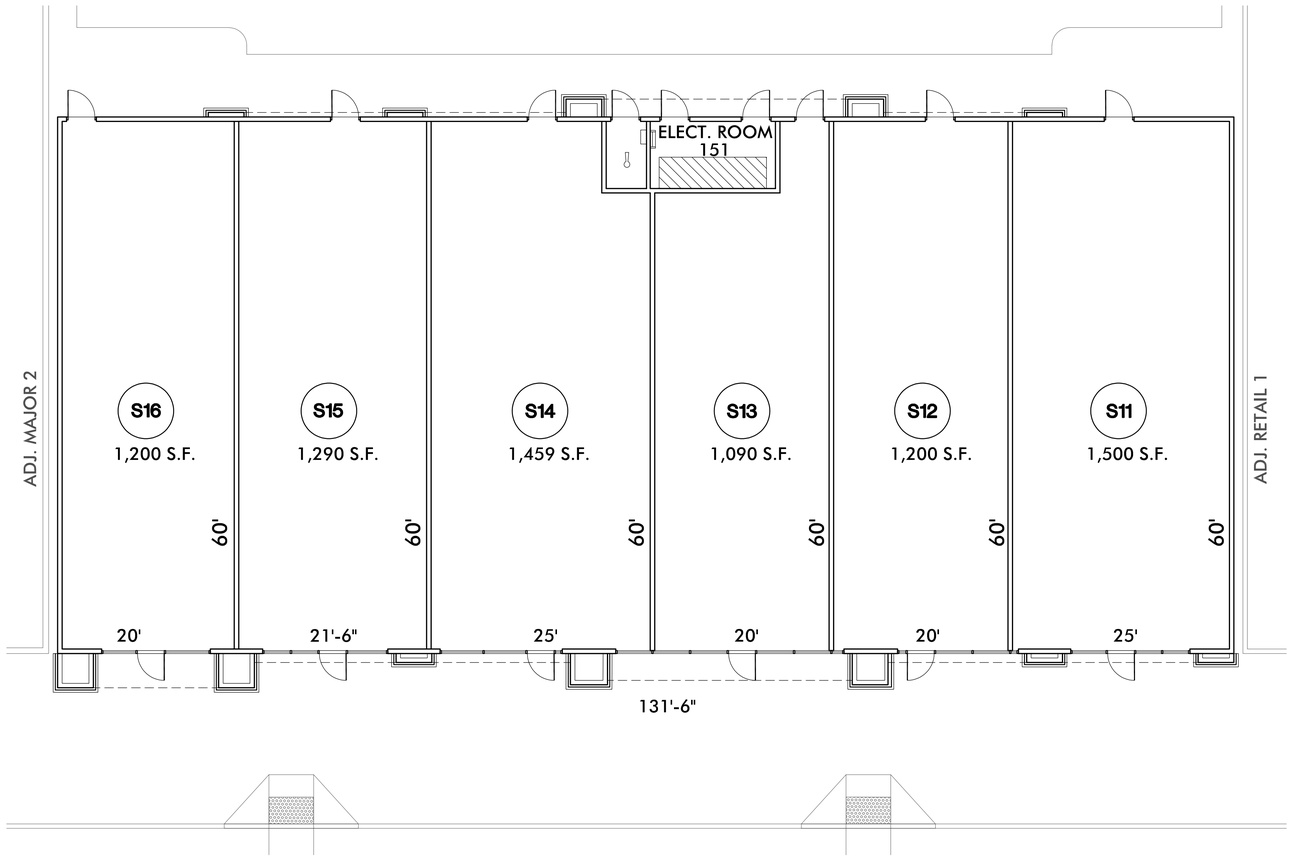
ROOF PLAN

SCALE: 3/32"=1'-0"



BUILDING SECTION / LINE OF SIGHT

SCALE: 3/32"=1'-0"

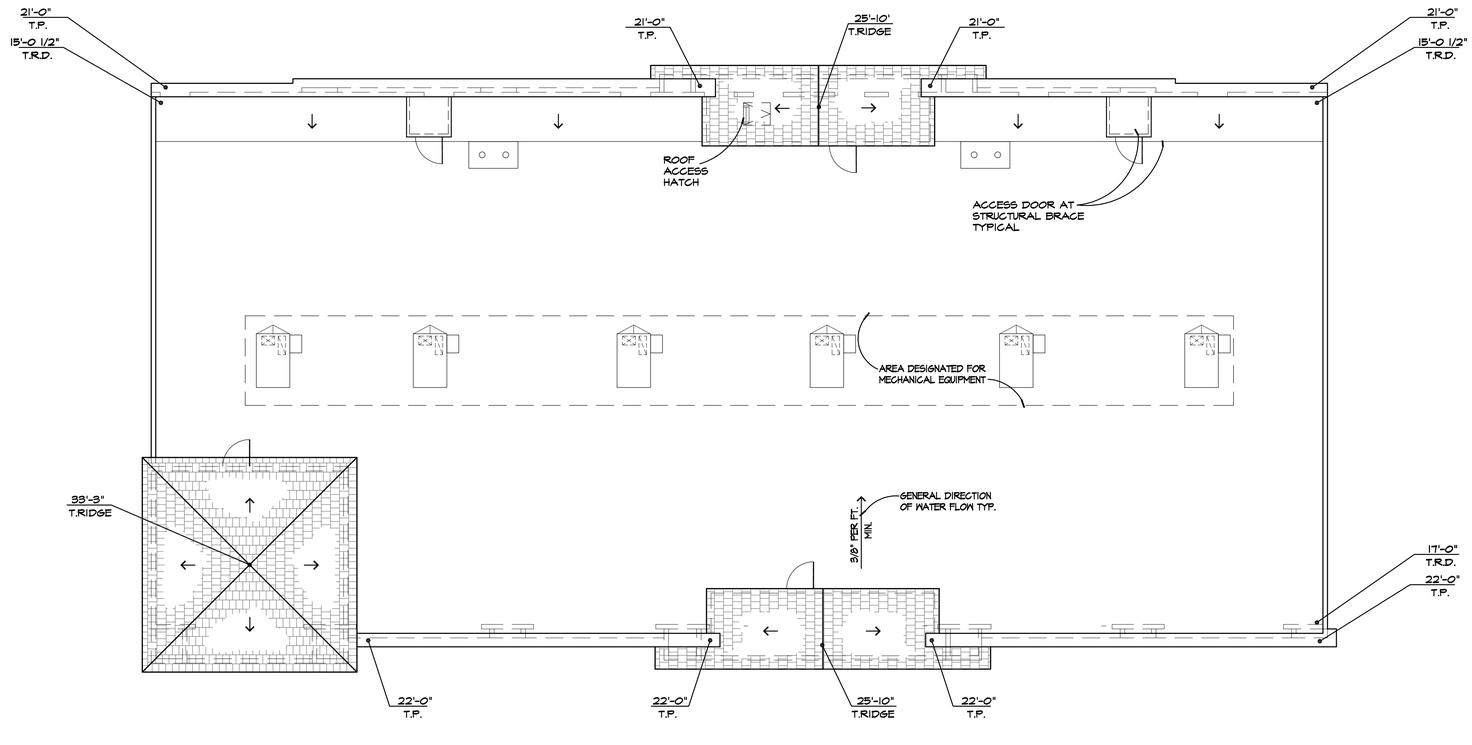


GROSS: 7,890 S.F.
NET: 7,739 S.F.

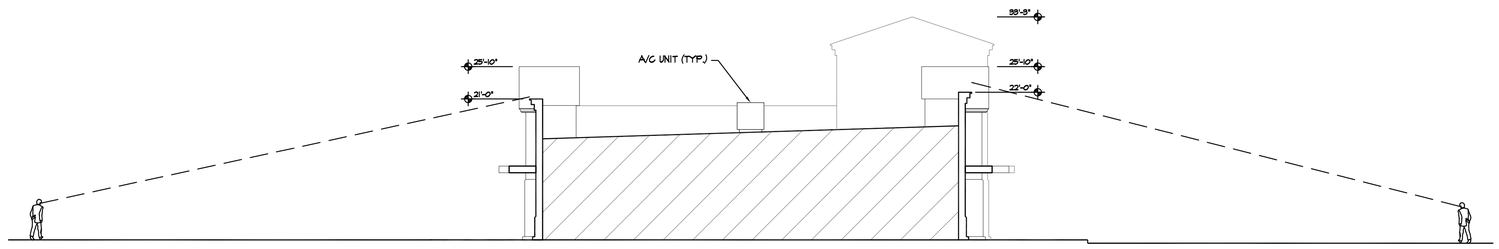
SCALE: 1/8"=1'-0"
0 1' 3' 5' 10' 20'

03 | 12 | 2025

FLOOR PLAN | SHOPS 1



ROOF PLAN
SCALE: 1/8"=1'-0"



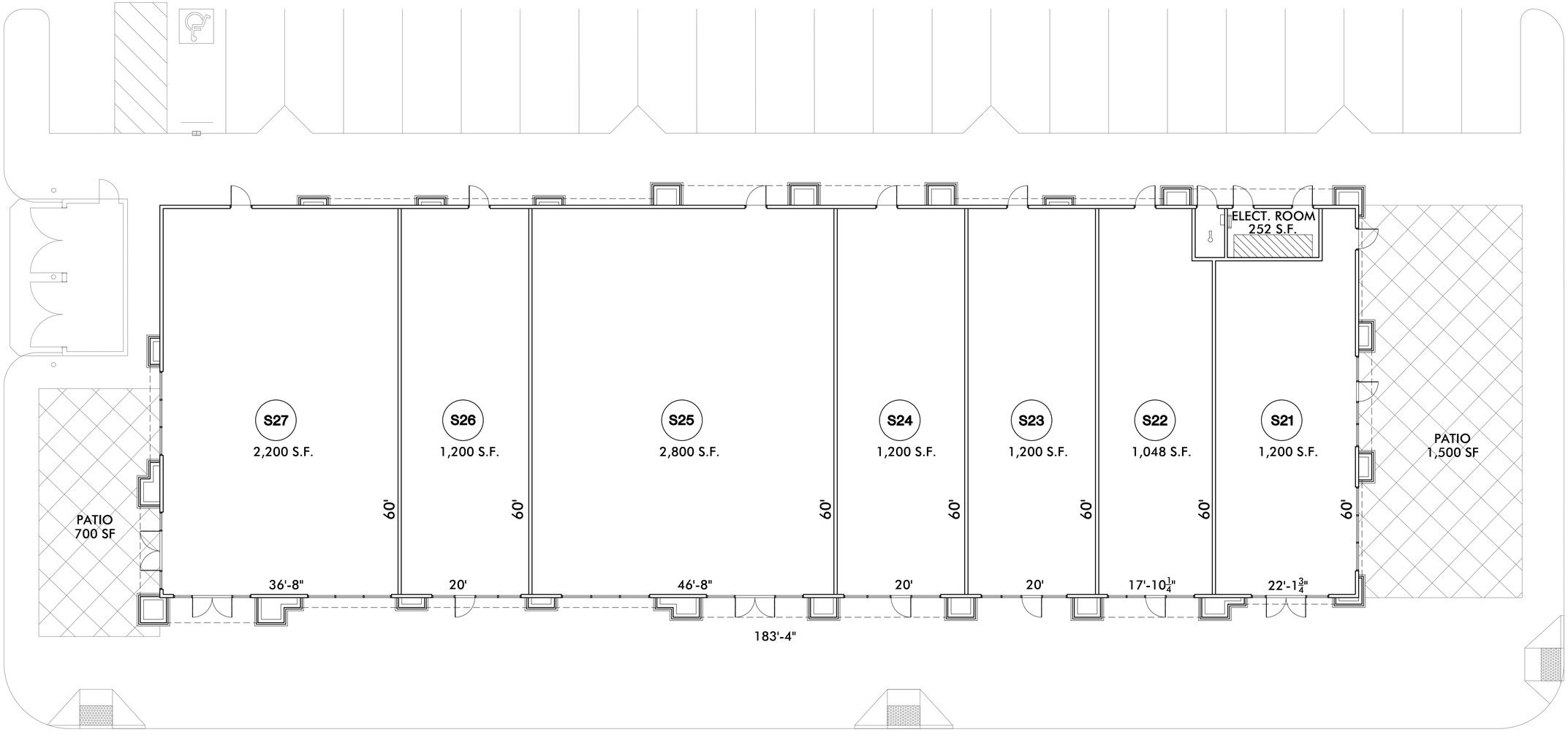
BUILDING SECTION / LINE OF SIGHT
SCALE: 3/32"=1'-0"

SCALE: 1/8"=1'-0"
01' 3' 5' 10' 20'

03 | 12 | 2025

ROOF PLAN & SECTION | SHOPS 1

NADEL

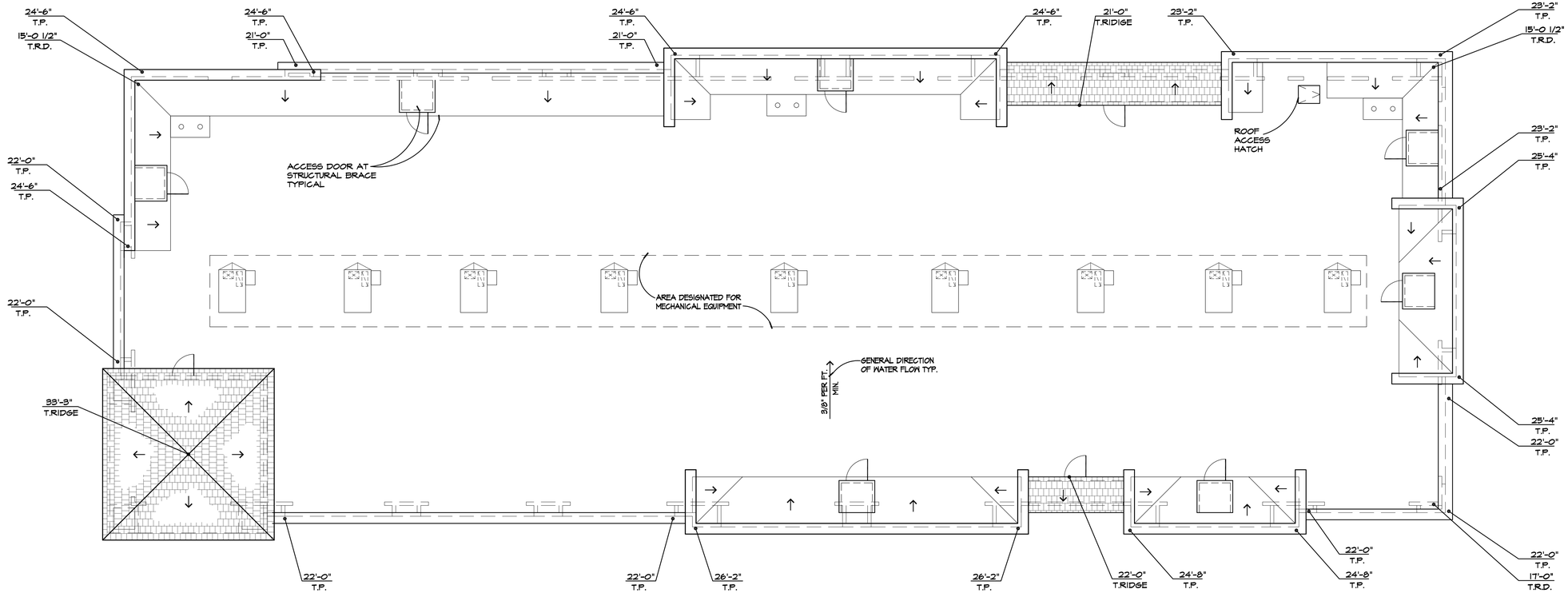


GROSS: 11,000 S.F.
NET: 10,848 S.F.

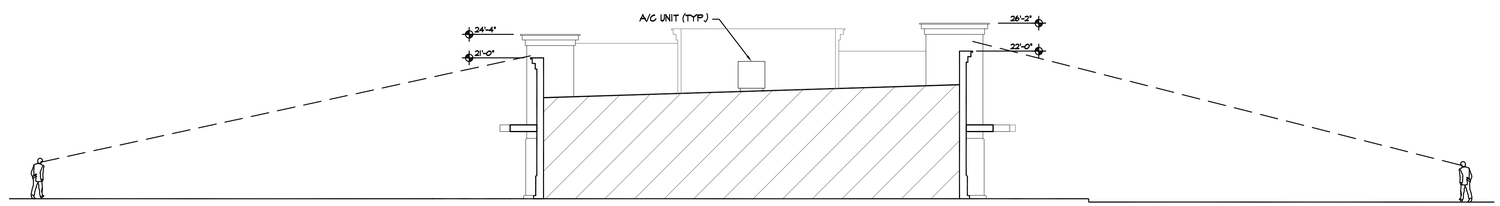
SCALE: 1/8"=1'-0"
0' 3' 5' 10' 20'

03 | 12 | 2025

FLOOR PLAN | SHOPS 2



ROOF PLAN
SCALE: 1/8"=1'-0"

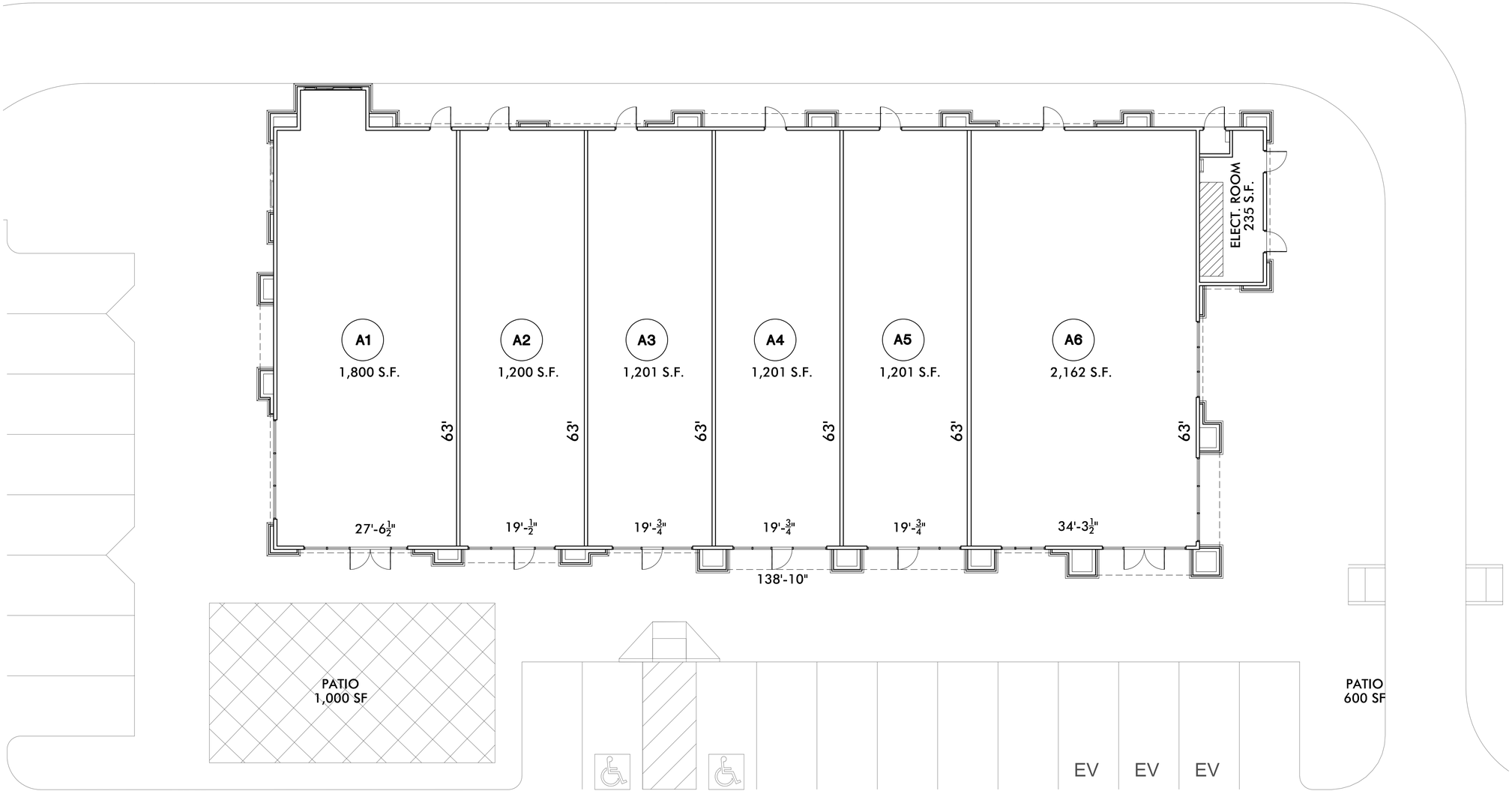


BUILDING SECTION / LINE OF SIGHT
SCALE: 3/32"=1'-0"

SCALE: 1/8"=1'-0"
01' 3' 5' 10' 20'

03 | 12 | 2025

ROOF PLAN & SECTION | SHOPS 2

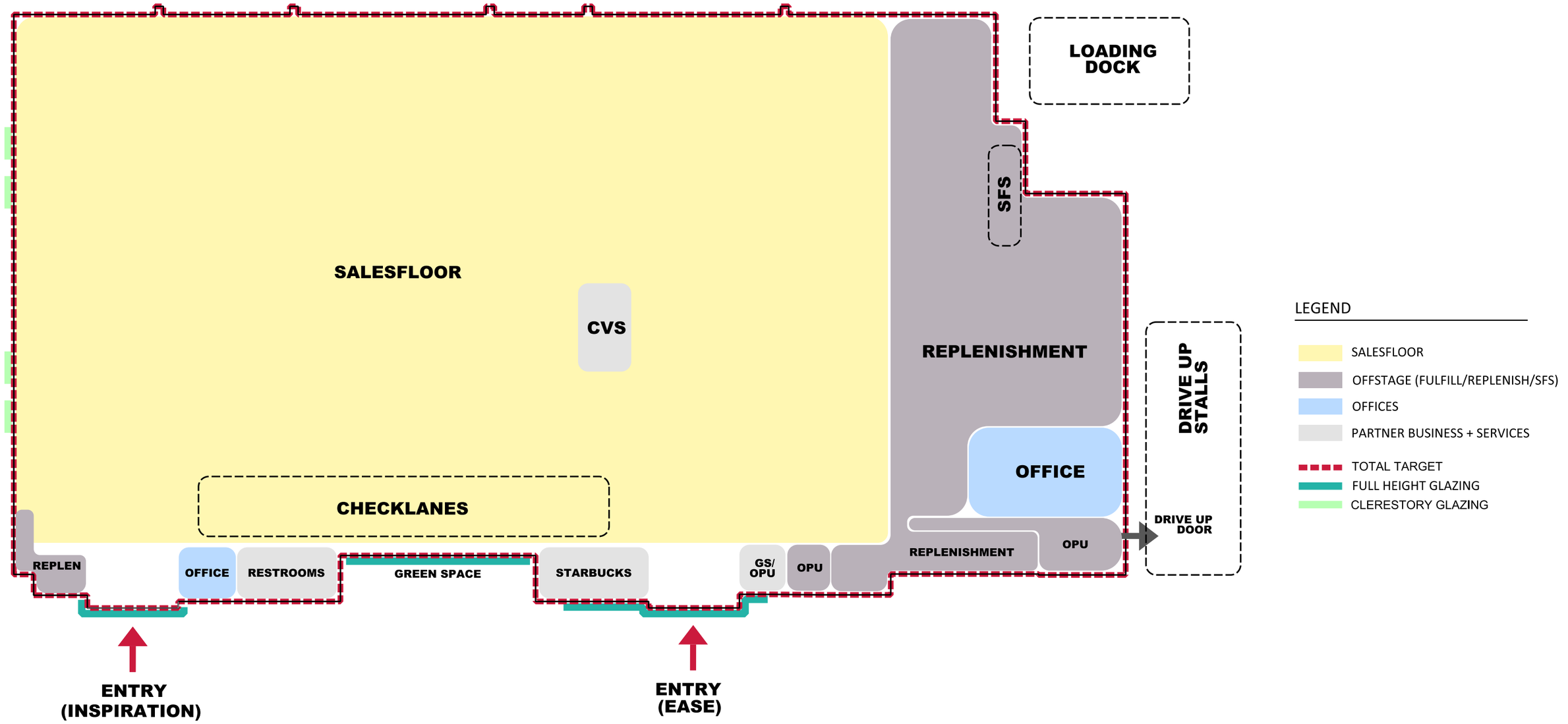


GROSS: 9,000 S.F.
NET: 8,765 S.F.

SCALE: 1/8"=1'-0"
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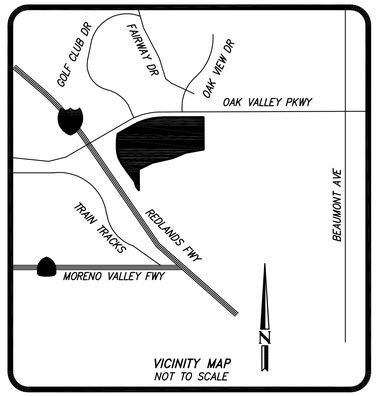
03 | 12 | 2025

FLOOR PLAN | **PAD A**


LOADING DOCK
SFS
SALESFLOOR
CVS
REPLENISHMENT
DRIVE UP STALLS
OFFICE
CHECKLANES
DRIVE UP DOOR
REPLEN
OFFICE
RESTROOMS
GREEN SPACE
STARBUCKS
GS/ OPU
OPU
REPLENISHMENT
OPU
ENTRY (INSPIRATION)
ENTRY (EASE)
LEGEND
SALESFLOOR
OFFSTAGE (FULFILL/REPLENISH/SFS)
OFFICES
PARTNER BUSINESS + SERVICES
TOTAL TARGET
FULL HEIGHT GLAZING
CLERESTORY GLAZING

CONCEPTUAL UTILITY PLAN
OAK VALLEY VILLAGE

TENTATIVE PARCEL MAP NO. 39023
IN THE CITY OF BEAUMONT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



OWNER

OAK VALLEY VILLAGE, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY
AVG PARTNERS
9595 WILSHIRE BLVD., SUITE 710
BEVERLY HILLS, CA 90212-2507
PHONE: (310)273-0864

ENGINEER

RONALD W. SKLEPKO
DRC ENGINEERING INC.
160 S OLD SPRINGS RD #210, ANAHEIM, CA 92808
PH. (714) 685-6860

UTILITY

CABLE/COMMUNICATION

CHARTER COMMUNICATIONS
7337 CENTRAL AVE.
RIVERSIDE, CA 92504

CABLE/COMMUNICATION

FRONTIER
9 SOUTH 4TH STREET
REDLANDS, CA 92373

ELECTRICAL

SOUTHERN CALIFORNIA EDISION
287 TENNESSEE STREET
REDLANDS, CA 92373
909-307-6791

GAS

SOUTHERN CALIFORNIA GAS CO
1981 W. LUGONIA AVENUE
REDLANDS, CA 92374
213-231-3624

GAS

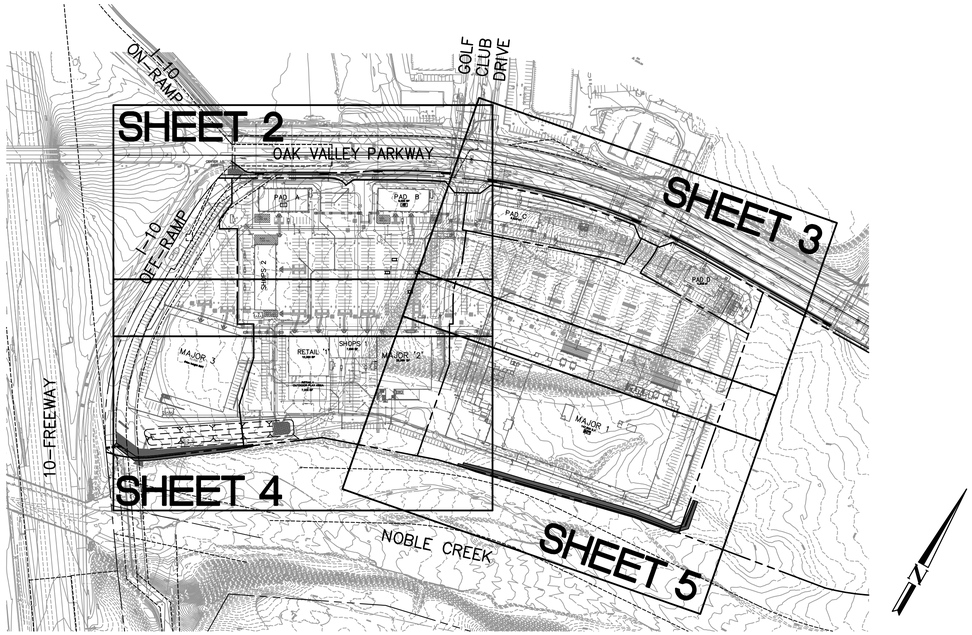
SOUTHERN CALIFORNIA GAS CO
1981 W. LUGONIA AVENUE
REDLANDS, CA 92374
213-231-3624

WATER

BEAUMONT-CHERRY VALLEY WATER DISTRICT
560 MAGNOLIA AVENUE
BEAUMONT, CA 92223
951-845-9581

SEWER/WASTEWATER

CITY OF BEAUMONT
550 E. 6TH STREET
BEAUMONT, CA 92223
951-769-8520



SHEET INDEX MAP
SCALE: 1" = 200'

LEGEND AND ABBREVIATIONS :

	PROPERTY LINE/
	EXISTING LOT LINES
	RIGHT OF WAY
	PROPOSED LOT LINES
	CENTER LINE
	EASEMENT
2:1	TOP OF SLOPE / SLOPE SYMBOL / TOE OF SLOPE
	EDGE OF PAVEMENT
	CHAIN LINK FENCE
	100-YR WATER SURFACE
	FIRE HYDRANT
	THRUST BLOCK
	WATER VALVE
	FIRE DEPARTMENT CONNECTION
	POST INDICATOR VALVE
60	MAJOR CONTOUR
	MINOR CONTOUR
100 LF S=0.0200	PROPOSED LENGTH / PROPOSED SLOPE

℄	CENTER LINE
BOT	BOTTOM OF PIPE ELEVATION
DW	DOMESTIC WATER
EA.	EACH
EX.	EXISTING
FDC	FIRE DEPARTMENT CONNECTION
FF	FINISH FLOOR
FW	FIRE WATER
INV	INVERT ELEVATION
IRR.	IRRIGATION
LF	LINEAR FOOT
MH	MANHOLE
NE	NORTHEAST
NW	NORTHWEST
PIV	POST INDICATOR VALVE
PR.	PROPOSED
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
SD MH	STORM DRAIN MANHOLE
SE	SOUTHEAST
SW	SOUTHWEST
TG	TOP OF GRATE
TOP	TOP OF PIPE ELEVATION
W.S.E.	WATER SURFACE ELEVATION

DIGALERT — Call 2 Working Days Before You Dig 811

BENCHMARK:

ELEV. 0000.00, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

COMPANY NAME
COMPANY ADDRESS
COMPANY PHONE NUMBER

ENGINEER OF WORK R.C.E. DATE

SEAL

DESIGN BY:
DRAWN BY:
CHECKED BY:
SCALE:
DATE:
JOB NUMBER:

CITY of BEAUMONT CALIFORNIA INC.NOV.18,1912

Reviewed By: _____ Staff Engineer Date: _____

Recommended for Approval By: _____ Administrative Engineer Date: _____

Approved By: _____ City Engineer/Director of Public Works Date: _____

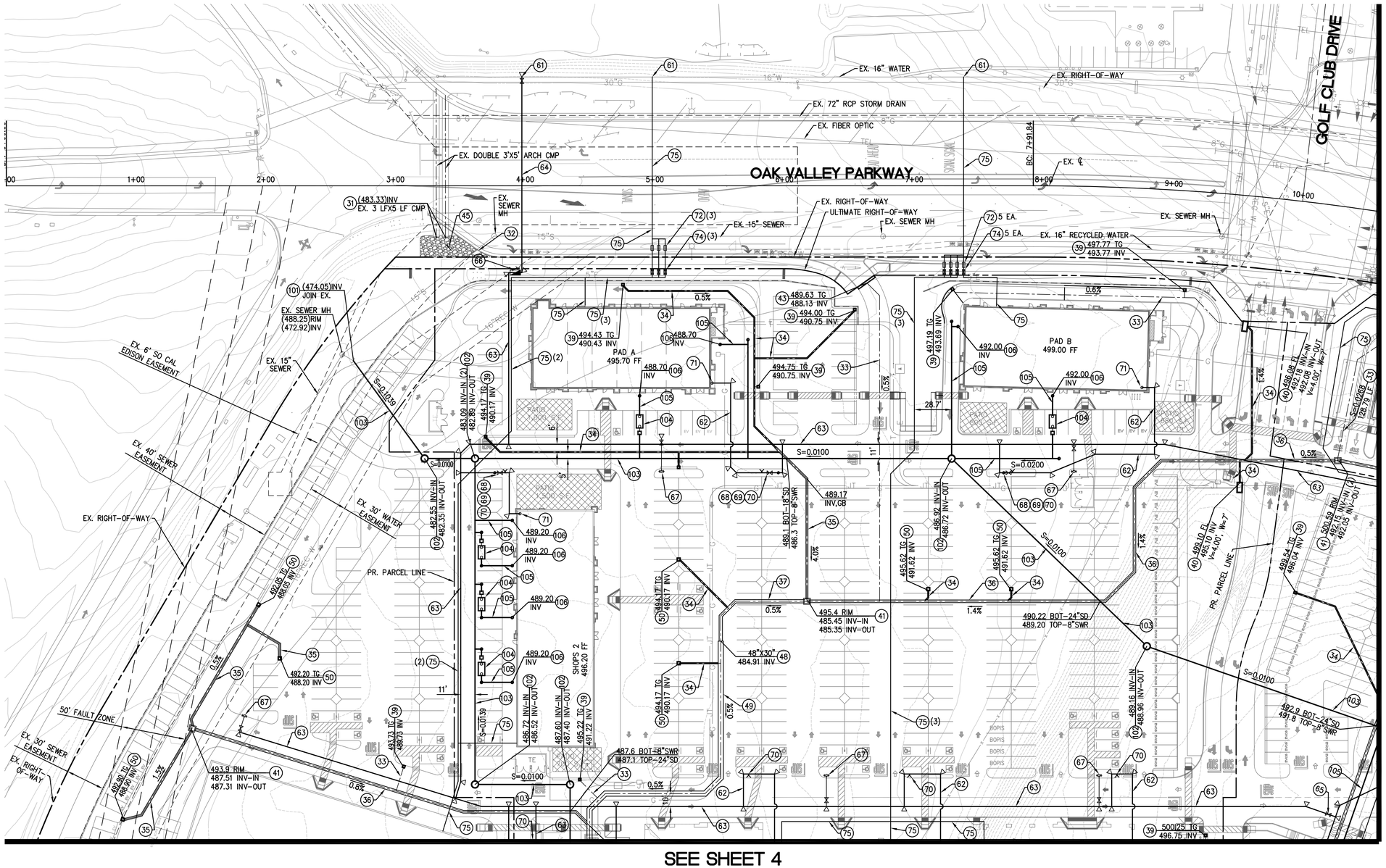
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
CONCEPTUAL COMPOSITE UTIILTY PLAN FOR:
OAK VALLEY VILLAGE
TENTATIVE PARCEL MAP NO. 39023
SEC INTERSTATE 10 AND OAK VALLEY PARKWAY

CONCEPTUAL COMPOSITE UTILITY PLAN

SHEET 1 OF 5 SHEETS
FILE NO:

EXTERNAL REFERENCES: 23835ma101 23835st101 23835xt101 23835xu100 23835xu101 23835xu102 23835 AR Site Ext 23835ti101 23835 STAL_Oak Valley



STORM DRAIN CONSTRUCTION NOTES

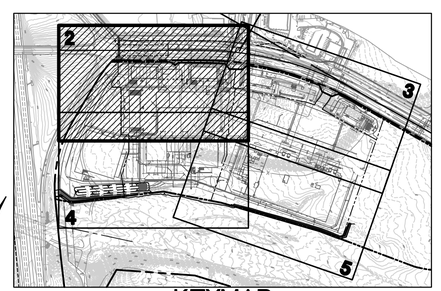
(31) PROTECT EXISTING 3'X5' ARCH CMP PIPE.
(32) PROPOSED CONCRETE CURB-CUT CHANNEL
(33) INSTALL 8" PVC STORM DRAIN PIPE.
(34) INSTALL 12" HDPE STORM DRAIN PIPE.
(35) INSTALL 18" HDPE STORM DRAIN PIPE.
(36) INSTALL 24" HDPE STORM DRAIN PIPE.
(37) INSTALL 30" HDPE STORM DRAIN PIPE.
(38) INSTALL 36" HDPE STORM DRAIN PIPE.
(39) CONSTRUCT 18"x18" GRATE INLET CATCH BASIN
(40) CONSTRUCT CURB OPENING CATCH BASIN PER RCFC&WCD STD. CB100; V & W PER PLAN.
(41) CONSTRUCT STORM DRAIN MANHOLE PER RCFC&WCD STD. MH251.
(42) INSTALL ECO-RAIN DETENTION SYSTEM
(43) INSTALL TRENCH DRAIN
(44) CONSTRUCT HEADWALL OUTLET STRUCTURE.
(45) INSTALL RIP-RAP.
(46) BUILDING ROOF DRAIN CONNECTION PER PLUMBING PLANS.
(47) INSTALL 12"ϕ ATRIUM GRATE INLET.
(48) INSTALL HDPE REDUCER (ECCENTRIC). SIZE PER PLAN.
(49) INSTALL 48" HDPE STORM DRAIN PIPE.
(50) CONSTRUCT 24"x24" GRATE INLET CATCH BASIN
(51) CONSTRUCT OUTLET CONTROL MANHOLE
(52) CONSTRUCT WEIR HEADWALL SEPARATION BARRIER
(53) CONSTRUCT CMP RISER

WATER CONSTRUCTION NOTES

(61) HOT TAP CONNECTION TO EXISTING WATER MAIN
(62) INSTALL 4" PVC (C900) WATER LINE
(63) INSTALL 8" PVC (C900) WATER LINE
(64) INSTALL 12" PVC (C900) WATER MAIN
(65) INSTALL GATE VALVE & VALVE BOX
(66) INSTALL DOUBLE DETECTOR CHECK ASSEMBLY W/ FDC
(67) INSTALL FIRE HYDRANT ASSEMBLY
(68) INSTALL FIRE POST INDICATOR VALVE
(69) INSTALL FIRE CHECK VALVE
(70) INSTALL FIRE DEPARTMENT CONNECTION
(71) FIRE RISER LOCATION
(72) INSTALL 2" DOMESTIC WATER SERVICE & 2" WATER METER
(73) INSTALL 2" IRRIGATION WATER SERVICE & 1-1/2" WATER METER
(74) INSTALL 2" BACK FLOW DEVICE
(75) INSTALL 2" PVC DOMESTIC WATER LINE

SANITARY SEWER CONSTRUCTION NOTES

(101) CONNECT TO EXISTING SEWER
(102) INSTALL SEWER MANHOLE
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KEYMAP
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40' 0' 40' 80' 120'
GRAPHIC SCALE: 1"=40'

DIGALERT
Call 2 Working Days Before You Dig
811

BENCHMARK:
ELEV. 0000.00, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

COMPANY NAME
COMPANY ADDRESS
COMPANY PHONE NUMBER

ENGINEER OF WORK R.C.E. DATE

SEAL

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CITY of BEAUMONT CALIFORNIA INC.NOV.18,1912

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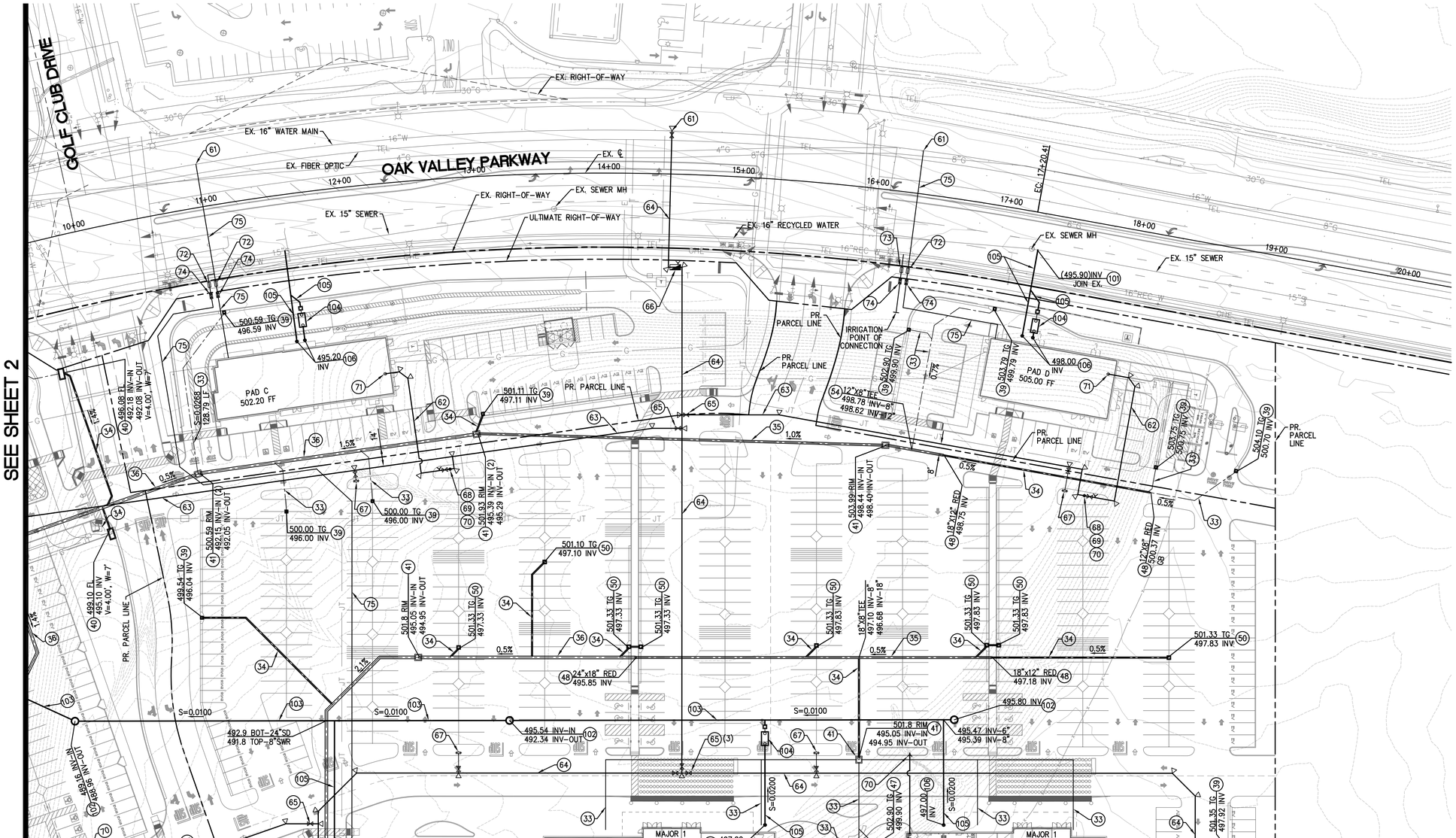
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
CONCEPTUAL COMPOSITE UTIILTY PLAN FOR:
OAK VALLEY VILLAGE
TENTATIVE PARCEL MAP NO. 39023
SEC INTERSTATE 10 AND OAK VALLEY PARKWAY

CONCEPTUAL COMPOSITE UTILITY PLAN

SHEET 2 OF 5 SHEETS
FILE NO:

EXTERNAL REFERENCES: 2383mar101 2383sc101 2383su100 2383su101 2383su101 2383sh101 2383 AR Site Ext 2383 STAL_Oak Valley
PLOTTED: Mar 18 2025 - 1:16pm BY: MARKEP ON: Mar 18 2025 - 1:16pm BY: MARKEP



SEE SHEET 2

SEE SHEET 5

STORM DRAIN CONSTRUCTION NOTES

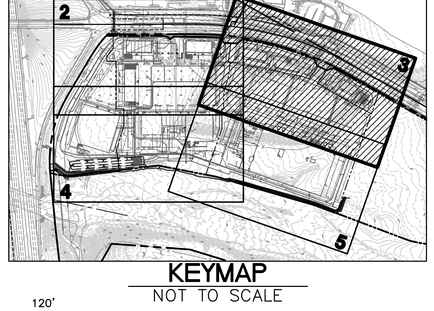
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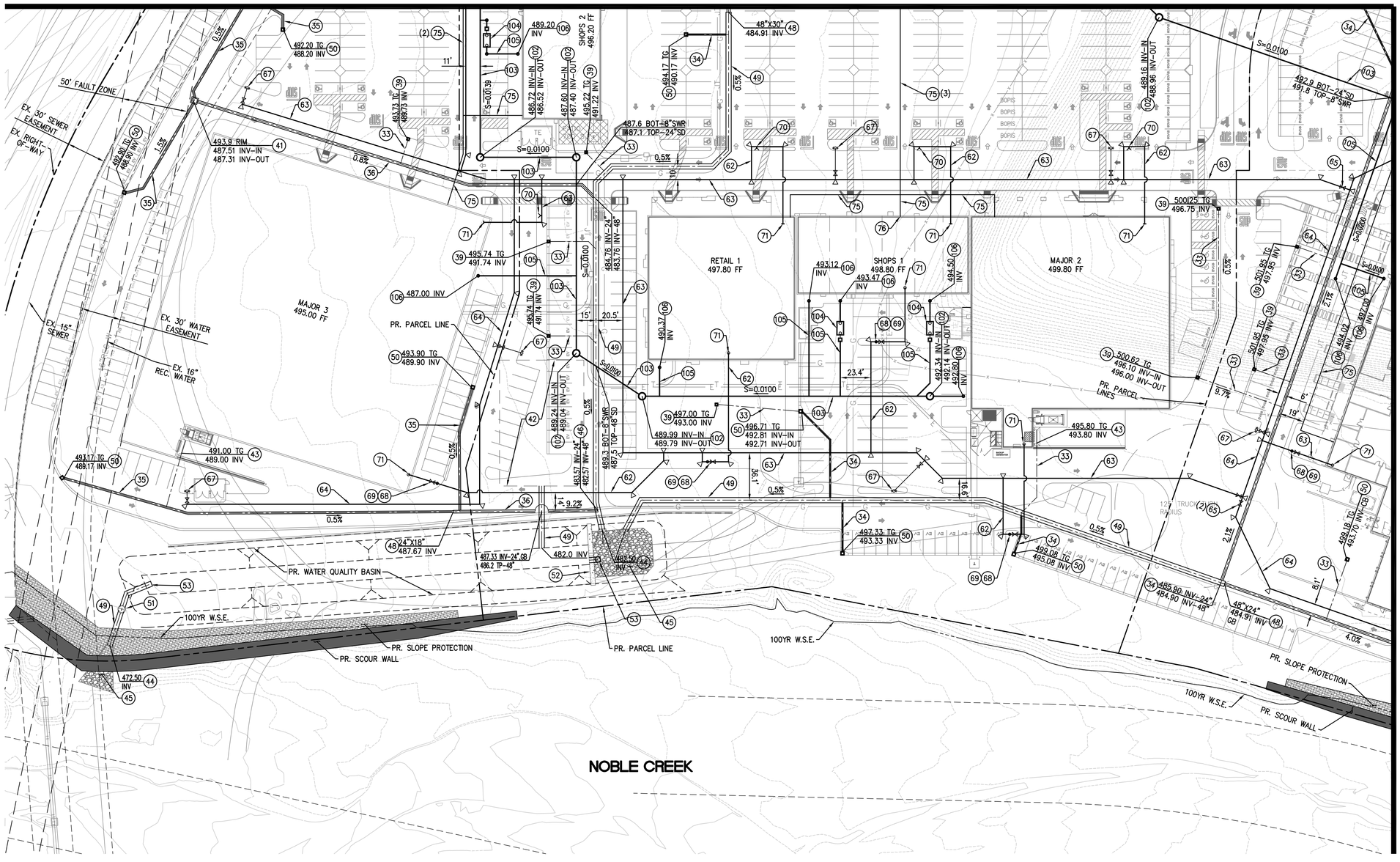
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OAK VALLEY VILLAGE
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SEC INTERSTATE 10 AND OAK VALLEY PARKWAY

CONCEPTUAL COMPOSITE UTILITY PLAN

SHEET 3 OF 5 SHEETS
FILE NO:

EXTERNAL REFERENCES: 23835st101 23835ut101 23835ut100 23835ut101 23835ut101 23835ut101 23835ut101 23835 AR Site Ent 23835th101 23835 STAL_Oak Valley

SEE SHEET 2



SEE SHEET 5

STORM DRAIN CONSTRUCTION NOTES

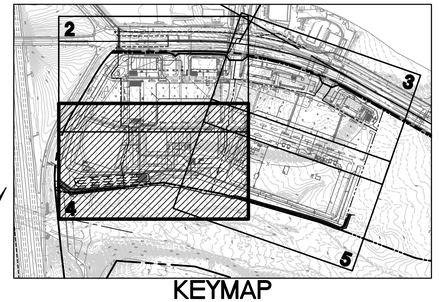
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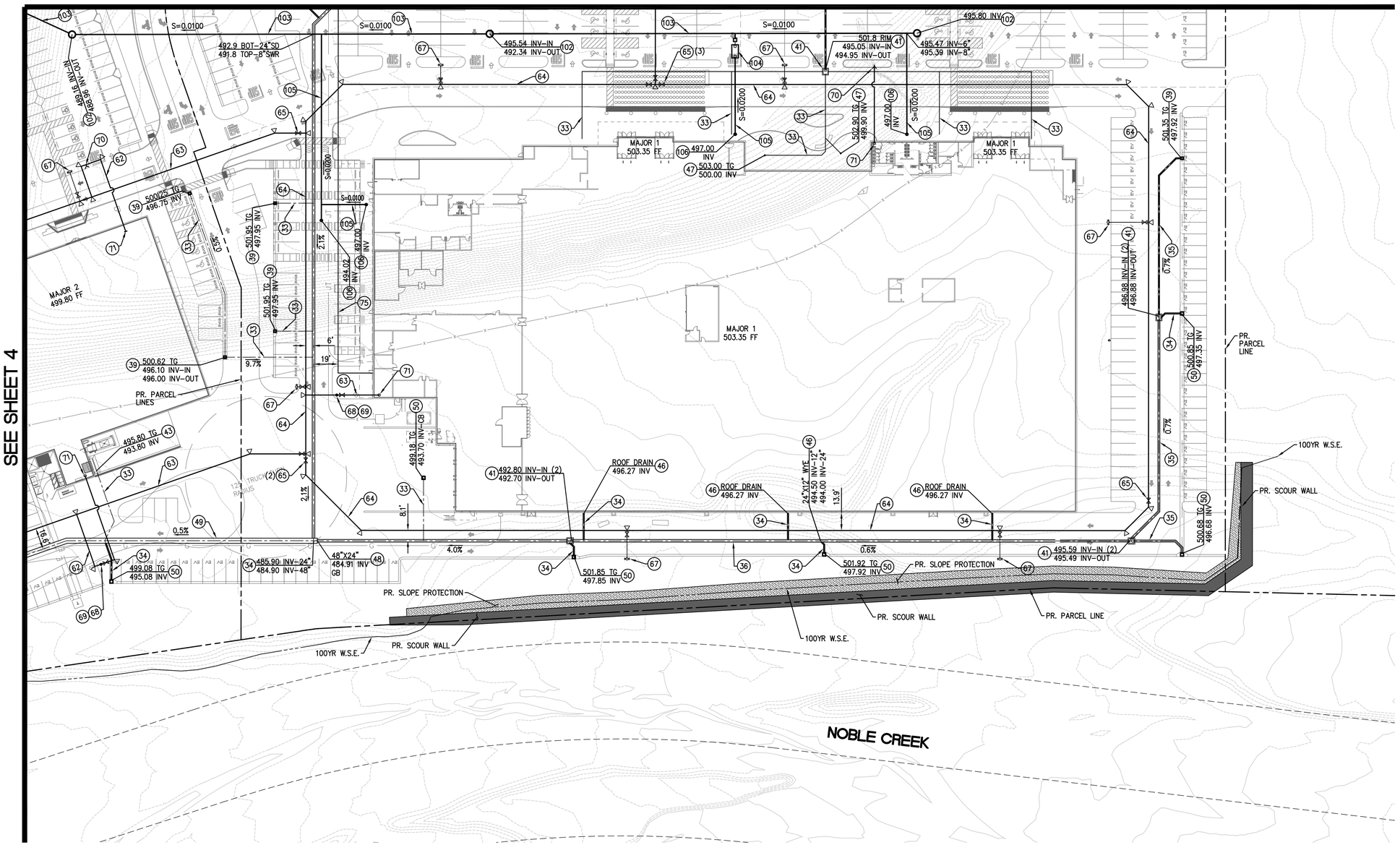
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SHEET 4 OF 5 SHEETS
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SEE SHEET 3

SEE SHEET 4



STORM DRAIN CONSTRUCTION NOTES

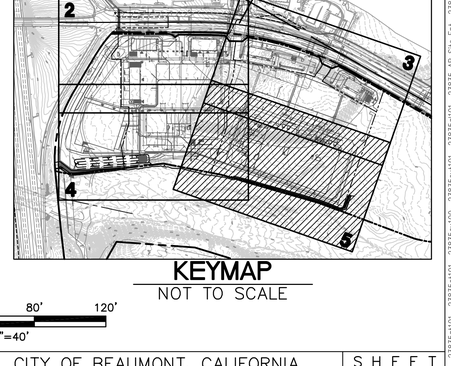
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SHEET 5 OF 5 SHEETS
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PLOTTED: M:\2023\23-076_Beaumont Tentat Beaumont\23835\23835ou101_EAST EXHIBIT.dwg Mar 08 2024 1:37pm PDT
PLOTTED BY: MICHAEL RIVERA



LANDSCAPE AREA TABULATION		
GROSS RETAIL SITE AREA	1,248,150	S.F. (±28.65 AC)
LANDSCAPE AREA REQUIRED	187,222	S.F. (15 %)
TOTAL LANDSCAPE AREA	209,767	S.F. (16.8 %)
TOTAL PARKING AREA	222,912	S.F.
PARKING LANDSCAPE ARE REQUIRED	33,437	S.F. (15 %)
TOTAL PAKING LOT LANDCAPE AREA	57,727	S.F. (25.9%)
TOTAL PARKING SPACES	1,376	
PARKING LOT TREES REQUIRED	229	(1 TREE PER 6 STALLS)
TOTAL PARKING LOT TREES	284	(1 TREE PER 5 STALLS)

1. PLANT MATERIAL NOT LISTED MAY BE USED, SUBJECT TO APPROVAL BY THE CITY.

2. ALL LANDSCAPE PLANS AND INSTALLATIONS SHALL ADHERE TO CITY DESIGN GUIDELINES, CODES AND REGULATIONS.

3. ALL LANDSCAPE AREAS SHALL RECEIVE AUTOMATIC IRRIGATION SYSTEM.

4. ALL LANDSCAPE INSTALLATION SHALL BE PERMANENTLY MAINTAINED.

5. ALL EXISTING LANDSCAPE TO BE REMOVED. NO PROTECTED PLANTS ARE LOCATED ON SITE.

WATER CONSERVATION STATEMENT

ALL PLANT MATERIAL SELECTED FOR THIS SITE WERE APPROPRIATE FOR THE GEOGRAPHICAL LOCATION AND LOCAL CLIMATE, THEIR ADAPTABILITY TO DROUGHT. DATA FROM WUCOLS III HAS BEEN USED FOR DETERMINING SPECIES PLANT FACTOR FOR THE WATER USE CALCULATIONS.

PLANTS WITH SIMILAR WATER USE REQUIREMENTS WERE GROUPED TOGETHER.

MINIMUM OF 75% OF THE LANDSCAPE AREAS WILL BE PLANTED WITH LOW WATER USE PLANTS, THE BALANCE WITH MODERATE AND HIGH WATER USE PLANTS.

IRRIGATION SECTIONS/ HYDROZONES ARE SEPARATED BY CONSIDERING PLANT SPECIES FACTOR, PLANT DENSITY AND MICROCLIMATES. IF LOW WATER USE PLANTS ARE MIXED WITH MODERATE WATER USE PLANTS IN THE SAME HYDROZONE, THE MODERATE WATER USE FACTOR IS USED FOR WATER USE CALCULATIONS. SEE HYDROZONE EXHIBIT TABLE.

THE IRRIGATION SYSTEM UTILIZED LOW VOLUME DISTRIBUTION SYSTEM WITH A DEDICATED IRRIGATION METER, MASTER VALVE, FLOW SENSOR, CHECK VALVES, ET-BASED AUTOMATIC CONTROLLERS WITH CYCLE +SOAK AND WATER BUDGETING CAPABILITY WEATHER STATION, RAIN SHUT-OFF.

THE USE OF TURF IS LIMITED. ALL TREE AND GROUNDCOVER AREAS WILL BE DRESSED WITH 3" LAYER OF MULCH MOISTURE RETENTION AND TO DISCOURAGE WEEDS.

LANDSCAPING AND IRRIGATION PLANS WILL COMPLY WITH THE STANDARDS SET FORTH IN THE CITY OF YUCAIPA'S ZONING ORDINANCE.

PLANT PALETTE

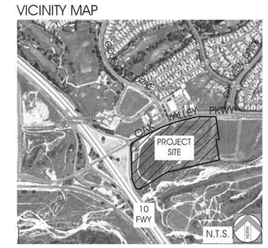
(SUNSET ZONE 18)

Symbol	Botanical Name	Common Name	Cont. Size	WUCOLS (Region 4)
TREES				
	Cercis c. 'Forest Pansy'	Forest Pansy Redbud	24" box	Low
	Cercidium 'Desert Museum'	Palo Verde	36" box	Low
	x Chitalpa 'Pink Dawn'	Pink Dawn Chitalpa	24" box	Low
	Chilopsis linearis	Desert Willow	24" box	Mod
	Geijera parviflora	Australian Willow	24" box	Low
	Lagerstroemia x hybrid	Hybrid Crape Myrtle	24" box	Mod
	Lagerstroemia 'Tuscarora'	Tuscarora Crape Myrtle	24" box	Mod
	Lophostemon confertus	Brisbane Box	24" box	Mod
	Magnolia 'Kay Parris'	Kay Parris Magnolia	24" box	Mod
	Pinus eldarica	Afghan Pine	24" box	Low
	Quercus virginiana	Southern Live Oak	24" box	Mod
	Phoenix dactylifera 'Degiet Nour'	Date Palm	18' B.T.H.	Low

Symbol	Botanical Name	Common Name	Size	WUCOLS (Region 4)
ACCENT SHRUBS				
	Agave 'Blue Glow'	Agave	5 gal	Low
	Cistus purpureus	Orchid Rock Rose	5 gal	Low
	Grevillea lanigera 'Coastal Gem'	Coastal Gem Grevillea	5 gal	Low
	Olea europaea 'Little Ollie'	Little Ollie Dwarf Olive	5 gal	Low
	Salvia gregii 'Furman's Red'	Furman's Red Autumn Sage	5 gal	Low
	Senecio serpens	Blue Chalksticks	12" o.c. from flats	Low
SCREEN SHRUBS				
	Callistemon viminalis 'Slim'	Slim Bottlebrush	5 gal	Low
	Elaeagnus pungens	Silverberry	5 gal	Low
	Frangula californica 'Eve Case'	Dwarf Coffeberry	5 gal	Low
	Leucophyllum f. 'White Cloud'	Texas Ranger	5 gal	Low
	Westringia 'Blue Gem'	Blue Gem Coast Rosemary	5 gal	Low

Symbol	Botanical Name	Common Name	Size	WUCOLS (Region 4)
SHRUBS				
	Acacia r. 'Desert Carpet'	Desert Carpet Acacia	1 gal. @ 36" o.c.	Low
	Acacia redolens 'Low Boy'	Prostate Acacia	5 gal	Low
	Agave 'Blue Flame'	Blue Flame Agave	5 gal	Low
	Baccharis p. 'Twin Peaks'	Coyote Bush	1 gal. @ 36" o.c.	Low
	Caesalpinia gilliesii	Yellow Bird of Paradise	5 gal	Low
	Callistemon v. 'Little John'	Dwarf Bottlebrush	5 gal	Low
	Cupressus 'Tiny Tower'	Tiny Tower Cypress	15 gal	Low
	Dasylirion wheeleri	Desert Spoon	5 gal	Low
	Dianella revoluta 'Baby Bliss'	Baby Bliss Flax Lily	1 gal	Low
	Epilobium californica	California Fucshia	1 gal	Low
	Eremophila glabra 'Mingenew Gold'	Gold Emu Bush	1 gal	Low
	Furcraea foetida 'Mediopicta'	Mauritius Hemp	15 gal	Low
	Grevillea 'Superb'	Superb Grevillea	5 gal	Low
	Hesperaloe parviflora	Red Yucca	5 gal	Low
	Macfadyena unguis-cati	Cat's Claw Vine	5 gal	Low
	Muhlenbergia capillaris	Pink Muhly	1 gal	Low
	Muhlenbergia rigens	Deer Grass	1 gal	Low
	Myoporum parvifolia 'Pink'	Dwarf Pink Myoporum	1 gal. @ 36" o.c.	Low
	Rosmarinuso. 'Prostratus'	Creeping Rosemary	1 gal	Low
	Salvia leucantha	Mexican Bush Sage	5 gal	Low
	Westringia fruticosa 'Morning Light'	Coast Rosemary	5 gal	Low
	Westringia fruticosa 'Mundi'	Mundi Coast Rosemary	5 gal	Low
	Yucca filamentosa 'Color Guard'	Color Guard Adam's Needle	5 gal	Low

VICINITY MAP



NADEL

CONCEPTUAL LANDSCAPE PLAN- OVERALL PLAN

OAK VALLEY VILLAGE RETAIL
SEC INTERSTATE 10 AND OAK VALLEY PARKWAY
BEAUMONT, CALIFORNIA

Regency Centers.

0' 25' 50' 100' 150'
SCALE: 1"=50'
CDPC PROJECT NO. 24034
APRIL 28, 2025

NORTH

conceptual design + planning company
1675 Scenic Drive, Suite 200
Costa Mesa, CA 92626
T: 949.399.0870
www.cdpcinc.com
COSTA MESA ▪ CENTRAL COAST ▪ LAS VEGAS

cdpc

L-1
1 OF 5

PARKING LOT SHADE TREES
GEIJERA PARVIFLORA

FLOWERING ACCENT TREE
LAGERSTROEMIA 'TUSCARORA'

PARKING LOT SHADE TREE
CHILOPSIS LINEARIS

PEDESTRIAN WALKWAY FROM
PARKING TO STOREFRONT

CART STORAGE

STANDARD MEDIUM BROOM
FINISH CONCRETE

WASTE RECEPTACLE

INTEGRAL COLORED
CONCRETE PAVING AT ENTRY

RED BENCH & WALL
W/ UPLIGHTING

INTEGRAL COLORED
CONCRETE PAVING
W/ #15 TOPCAST FINISH

STONE MAINTENANCE PATH/
TRENCH DRAIN

FLOWERING ACCENT TREE
MAGNOLIA 'KAY PARRIS'

FLOWERING ACCENT TREE
CERCIS 'FOREST PANSY'

LAYERED PLANTINGS PER
SUSTAINABLE PLANTING
GUIDELINES

SPHERICAL BOLLARDS

BIKE PARKING

DECORATIVE CROSSWALK

FLUSH CURB &
TRUNCATED DOMES

NADEL

CONCEPTUAL LANDSCAPE PLAN - TARGET STOREFRONT ENLARGEMENT

OAK VALLEY VILLAGE RETAIL
SEC INTERSTATE 10 AND OAK VALLEY PARKWAY
BEAUMONT, CALIFORNIA

Regency Centers.

0 10' 20' 40' 60'
SCALE: 1"=20'
CDPC PROJECT NO. 24034
APRIL 28, 2025

NORTH

conceptual design + planning company
1675 Scenic Drive, Suite 200
Costa Mesa, CA 92626
T: 949.399.0870
www.cdpcinc.com
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NADEL

CONCEPTUAL LANDSCAPE PLAN - ENTRY DRIVE ENLARGEMENT

OAK VALLEY VILLAGE RETAIL
SEC INTERSTATE 10 AND OAK VALLEY PARKWAY
BEAUMONT, CALIFORNIA

Regency Centers.

0' 10' 20' 40' 60'
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TREES


Cercis canadensis 'Forest Pansy'
Forest Pansy Redbud


Cercidium x 'Desert Museum'
Desert Museum Palo Verde


x Chitalpa tashkentensis 'Pink Dawn'
Pink Dawn Chitalpa


Chilopsis linearis
Desert Willow


Geijera parviflora
Australian Willow


Lagerstroemia hybrid 'Natchez'
White Crape Myrtle


Lagerstroemia hybrid 'Tuscarora'
Tuscarora Crape Myrtle


Lophostemon confertus
Brisbane Box


Magnolia 'Kay Parris'
Kay Parris Magnolia


Pinus brutia var. eldarica
Afghan Pine


Quercus virginiana
Southern Live Oak


Phoenix dactylifera 'Deglet Nour'
Date Palm

SHRUBS AND GROUND COVERS


Acacia redolens 'Low Boy'
Prostrate Acacia


Agave 'Blue Flame'
Blue Flame Agave


Baccharis pilularis 'Twin Peaks'
Twin Peaks Coyote Bush


Caesalpinia gilliesii
Yellow Bird Of Paradise


Callistemon viminalis 'Little John'
Dwarf Bottlebrush


Cupressus sempervirens 'Tiny Tower'
Tiny Tower Cypress


Dasylirion wheeleri
Desert Spoon


Dianella revoluta 'Baby Bliss'
Baby Bliss Flax Lily


Epilobium californica
California Fuchsia


Eremophila glabra 'Mingenew Gold'
Gold Emu Bush


Furcraea foetida 'Mediopicta'
Mauritius Hemp


Grevillea 'Superb'
Superb Grevillea


Hesperaloe parviflora
Red Yucca


Macfadyena unguis-cati
Cat's Claw Vine


Muhlenbergia capillaris
Pink Muhly Grass


Muhlenbergia rigens
Deer Grass


Myoporum parvifolium 'Pink'
Dwarf Pink Myoporum


Salvia leucantha
Mexican Bush Sage


Westringia fruticosa 'Morning Light'
Morning Light Coast Rosemary


Westringia fruticosa 'Mundi'
Mundi Coast Rosemary


Yucca filamentosa 'Color Guard'
Color Guard Adam's Needle

ACCENT SHRUBS


Agave 'Blue Glow'
Blue Glow Agave


Cistus x purpureus
Orchid Rockrose


Grevillea lanigera 'Coastal Gem'
Coastal Gem Grevillea


Olea europaea 'Little Ollie'
Dwarf Olive


Salvia greggii 'Furman's Red'
Furman's Red Autumn Sage


Senecio mandraliscae
Blue Chalksticks

ACCENT SHRUBS


Callistemon viminalis 'Slim'
Slim Bottlebrush


Eleagnus pungens
Silverberry


Frangula californica 'Eve Case'
Dwarf Coffeeberry


Leucophyllum f. 'White Cloud'
Texas Ranger


Westringia fruticosa 'Blue Gem'
Blue Gem Coast Rosemary

NADEL

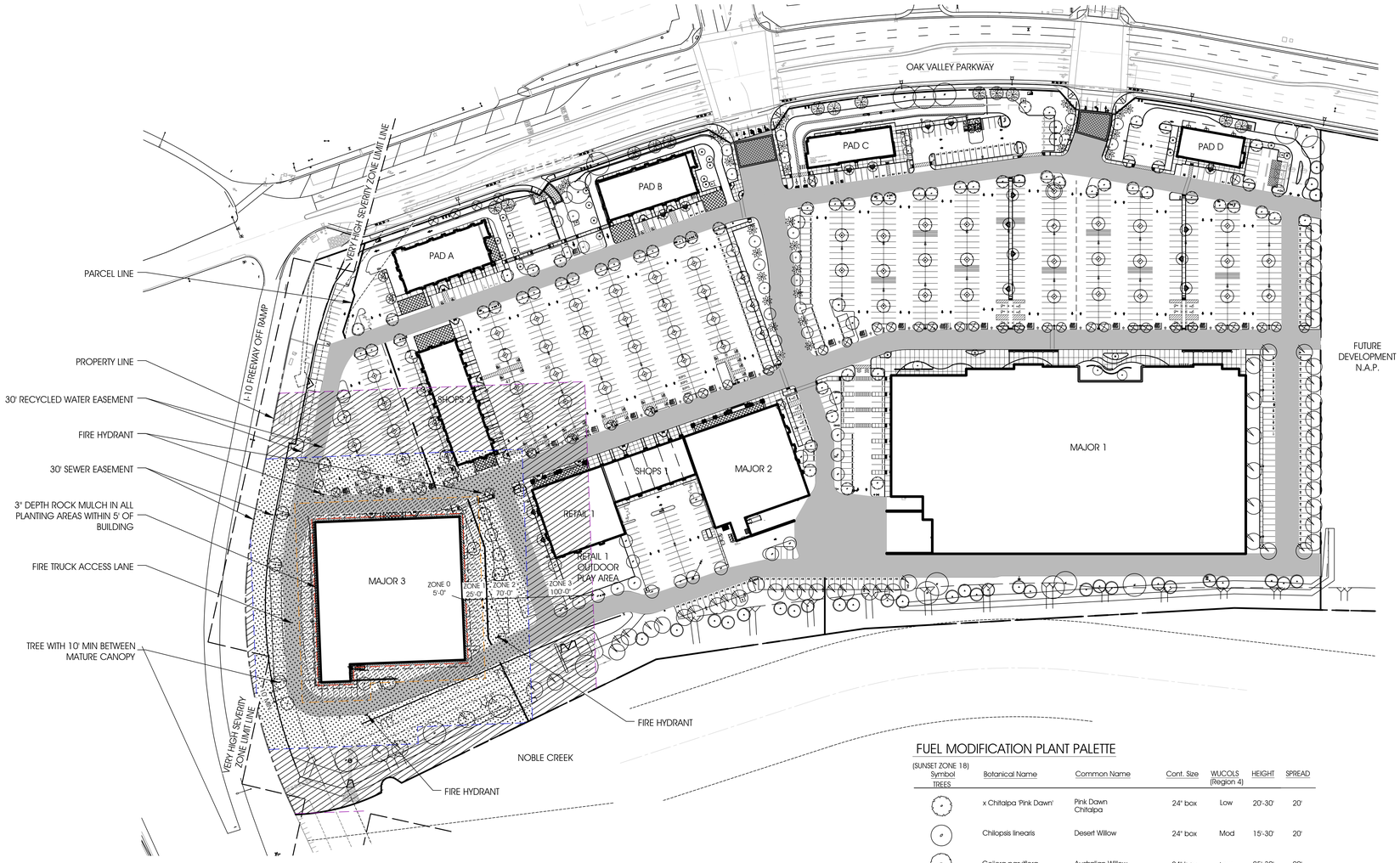
CONCEPTUAL LANDSCAPE PLAN - PLANT IMAGE GALLERY

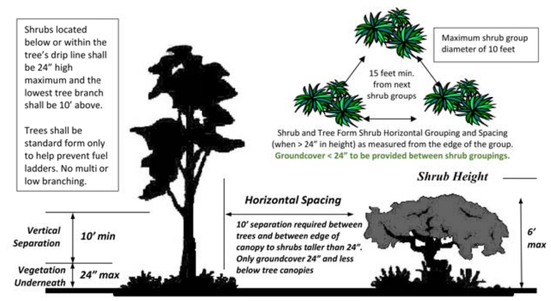
OAK VALLEY VILLAGE RETAIL
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Horizontal Spacing

Vegetation 24 inches or less in Height:

- No horizontal spacing or vertical separation is required in all zones. Ground cover in Zone 2 should cover the entire ground between groups of shrubs, trees, or grasses. Ground cover shall not exceed 24 inches in height.
- Shrubs over 24" in height are not allowed within 5 feet of a structure.
- Shrubs located below or within the tree's drip line shall be 24" high maximum.
- Groundcovers shall be provided between shrub grouping to ensure planters appear fully infilled at plant maturity.

Vegetation greater than 24 inches in Height:

Shrub Group Size & Spacing:

- Shrubs shall not exceed 6 feet in height. Single shrubs 2'–4' allowed within Zone 1 beyond Zone 0.
- Groupings of shrubs are limited to a maximum aggregate diameter of 10 feet.
- Groups of shrubs shall be separated a minimum of 15 feet from the next shrub or grouping of shrubs.

FIRE ZONES DESCRIPTIONS

ZONE 0 - IRRIGATED STRUCTURE SETBACK ZONE
(0'-5' FROM STRUCTURE. IRRIGATED)

1. NO COMBUSTIBLE BARK OR MULCH.
2. PLANTS IN THIS AREA TO BE IRRIGATED, NATURALLY LOW GROWING (NATURAL GROWTH HEIGHT SHALL BE NO TALLER THAN 24 INCHES), NON-WOODY AND SHALL NOT IMPEDE FOOT-TRAFFIC NOR LIMIT FIREFIGHTER ACCESS.
3. AUTOMATIC IRRIGATION SHALL BE PROVIDED FOR PROPOSED PLANTING.
4. NO COMBUSTIBLE CONSTRUCTION, FENCING, GATES, PATIO COVERS, ETC., IS ALLOWED.

ZONE 1 - IRRIGATED STRUCTURE SETBACK ZONE
(5'-30' FROM STRUCTURE, INCLUDING ZONE 0. IRRIGATED)

1. AUTOMATIC IRRIGATION SYSTEMS ARE USED TO MAINTAIN HEALTHY VEGETATION WITH HIGH MOISTURE CONTENT AND REGULARLY IRRIGATE IT.
2. PRUNING FOLIAGE TO REDUCE FUEL LOAD, MAINTAIN VERTICAL CONTINUITY, AND REMOVE PLANT LITTER AND DEAD WOOD IN ACCORDANCE WITH THE HORIZONTAL SPACING AND VERTICAL SEPARATION REQUIREMENTS.
3. COMPLETE REMOVAL OF EXISTING PLANT SPECIES..
4. PLANTS IN THIS ZONE SHALL BE HIGHLY FIRE-RESISTANT AND SELECTED FROM THE COUNTY OF RIVERSIDE CALIFORNIA FRIENDLY PLANT LIST.
5. TREE SPECIES ARE NOT ALLOWED WITHIN 10 FEET OF COMBUSTIBLE STRUCTURES (MEASURED FROM THE EDGE OF A FULL-GROWTH CROWN).
6. THE HORIZONTAL DISTANCE BETWEEN TREE CROWNS (AT FULL GROWTH) SHALL NOT BE LESS THAN 10 FEET.
7. NO SHRUBS OVER 48" INCHES (4 FEET) ARE ALLOWED WITHIN 30 FEET OF A STRUCTURE.
8. ACCENT SHRUBS GROWING 30"-48" HIGH SHALL BE SINGLE SHRUBS, SPACED 2X THE HEIGHT OF THE SHRUB AT MATURITY. ACCENT SHRUBS ARE ALLOWED IN THE 5' – 30' AREA OUTSIDE OF THE ZONE 0.
9. SHRUBS GROWING 24-29" HIGH ARE LIMITED TO GROUPINGS WITH A MAX AGGREGATE DIAMETER OF 10 SQUARE FEET.
10. GROUNDCOVER SHALL BE PROVIDED BETWEEN SHRUB CLUSTERS (NO TALLER THAN 24" HIGH).
11. WHERE SHRUBS ARE LOCATED BELOW OR WITHIN A TREE'S DRIP LINE, THE LOWEST TREE BRANCH SHALL BE A MINIMUM OF THREE TIMES THE HEIGHT OF THE UNDERSTORY SHRUBS OR 10 FEET, WHICHEVER IS GREATER. ALL TREES MUST BE OF STANDARD FORM, NO MULTI-TRUNK TREES ARE PERMITTED.
12. MAINTENANCE INCLUDES THINNING AND REMOVING OVERGROWTH, REPLACING DEAD/DYING FIRE-RESISTANT PLANTINGS, AND MAINTAINING THE OPERATION OF THE IRRIGATION SYSTEM.

ZONE 2 - REDUCED FUEL ZONE
(30'-100' FROM STRUCTURE. IRRIGATED)

1. GROUNDCOVER SHALL BE INSTALLED AND MAINTAINED AT A HEIGHT NOT TO EXCEED 24 INCHES.
2. APPLY IRRIGATION RATES TO MAINTAIN HEALTHY VEGETATION WITH HIGH MOISTURE CONTENT BASED ON PLANT SPECIES-SPECIFIC NEEDS.
3. ALL PLANT SPECIES DESIGNED FOR ZONE 2 SHALL BE SELECTED FROM THE COUNTY OF RIVERSIDE CALIFORNIA FRIENDLY PLANT LIST. EXISTING FUEL MODIFICATION MAINTENANCE PROGRAMS ARE LIMITED TO THE PLANTS LISTED ON THE APPROVED PLANS UNLESS A REVISION IS REQUESTED. NATIVE VEGETATION WILL BE COMPLETELY REMOVED.
4. THE HORIZONTAL DISTANCE BETWEEN TREE CROWNS AT FULL GROWTH SHALL NOT BE LESS THAN 10 FEET.
5. TREE SPECIES ARE NOT ALLOWED WITHIN 10 FEET OF COMBUSTIBLE STRUCTURES (MEASURED FROM THE EDGE OF A FULL-GROWTH CROWN).
6. SHRUBS SHALL NOT EXCEED 6 FEET IN HEIGHT.
7. GROUPINGS OF SHRUBS ARE LIMITED TO A MAXIMUM AGGREGATE DIAMETER OF 10 FEET.
8. SHRUB GROUPINGS SHALL BE SEPARATED FROM OTHER GROUPINGS A MINIMUM OF 15 FEET.
9. WHERE SHRUBS ARE LOCATED BELOW OR WITHIN A TREE'S DRIP LINE, THE LOWEST TREE BRANCH SHALL BE A MINIMUM OF THREE TIMES THE HEIGHT OF THE UNDERSTORY SHRUBS OR 10 FEET, WHICHEVER IS GREATER. ALL TREES MUST BE OF STANDARD FORM, NO MULTI-TRUNK TREES ARE PERMITTED.
10. TREE-FORM SHRUBS AND SHRUBS THAT NATURALLY EXCEED 24 INCHES IN HEIGHT SHALL BE VERTICALLY PRUNED AND HORIZONTALLY SPACED.
11. REMOVAL OF DEAD AND DYING VEGETATION AND UNDESIRABLE PLANT SPECIES FROM THE COUNTY OF RIVERSIDE CALIFORNIA FRIENDLY PLANT LIST.

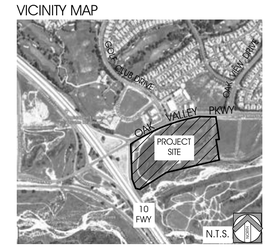
ZONE 3 - REDUCED FUEL ZONE
(100'-200' FROM STRUCTURE. IRRIGATED)

1. APPLY IRRIGATION RATES TO MAINTAIN HEALTHY VEGETATION WITH GOOD MOISTURE CONTENT BASED ON PLANT SPECIES-SPECIFIC NEEDS.
2. EXISTING FUEL MODIFICATION MAINTENANCE PROGRAMS ARE LIMITED TO THE PLANTS LISTED ON THE APPROVED PLANS UNLESS A REVISION IS REQUESTED. NATIVE VEGETATION, WILL BE COMPLETELY REMOVED.
3. REMOVAL OF DEAD AND DYING VEGETATION AND UNDESIRABLE PLANT SPECIES FROM THE COUNTY OF RIVERSIDE CALIFORNIA FRIENDLY PLANT LIST.
4. DEVICES THAT BURN SOLID FUELS ARE PROHIBITED IN ANY FUEL MODIFICATION ZONE.

FUEL MODIFICATION PLANT PALETTE

(SUNSET ZONE 18) Symbol	Botanical Name	Common Name	Cont. Size	WUCOLS (Region 4)	HEIGHT	SPREAD
TREES						
	x Chitalpa 'Pink Dawn'	Pink Dawn Chitalpa	24" box	Low	20'-30'	20'
	Chilopsis linearis	Desert Willow	24" box	Mod	15'-30'	20'
	Geijera parviflora	Australian Willow	24" box	Low	25'-30'	20'
	Lagerstroemia 'Muskogee'	Muskogee Crape Myrtle	24" box	Mod	15'-20'	15'
	Lophostemon confertus	Brisbane Box	24" box	Mod	35'-40'	25'
	Quercus virginiana	Southern Live Oak	24" box	Mod	40'-80'	60'-100'
SHRUBS & GROUNDCOVERS						
	Acacia r. 'Desert Carpet'	Desert Carpet Acacia	1 gal. @ 36" o.c.	Low	2'	6'
	Agave 'Blue Flame'	Blue Flame Agave	5 gal	Low	1'-2'	2'-3'
	Agave 'Blue Glow'	Agave	5 gal	Low	3'	3'-4'
	Baccharis p. 'Twin Peaks'	Coyote Bush	1 gal. @ 36" o.c.	Low	2'-3'	4'-6'
	Cistus purpureus	Orchid Rock Rose	5 gal	Low	3'-6'	3'-6'
	Dasylirion wheeleri	Desert Spoon	5 gal	Low	5'	5'
	Epilobium californica	California Fuschia	5 gal	Low	1'-2'	3'-4'
	Frangula c. 'Eve Case'	Dwarf Coffeberry	5 gal	Low	3'-4'	3'-5'
	Grevillea l. 'Coastal Gem'	Coastal Gem Grevillea	5 gal	Low	1'-2'	3'-6'
	Grevillea 'Superb'	Superb Grevillea	5 gal	Low	3'-5'	3'-5'
	Hesperaloe parviflora	Red Yucca	5 gal	Low	3'-4'	3'-4'
	Muhlenbergia capillaris	Pink Muhly	1 gal	Low	3'	3'-4'
	Myoporum p. 'Pink'	Dwarf Pink Myoporum	1 gal. @ 36" o.c.	Low	1'	9'
	Salvia g. 'Furman's Red'	Furman's Red Autumn Sage	5 gal	Low	3'-4'	3'-4'
	Rosmarinuso. 'Prostratus'	Creeping Rosemeary	1 gal	Low	2'	8'
	Salvia leucantha	Mexican Bush Sage	5 gal	Low	4'-5'	4'-5'
	Sedum 'Coppertone'	Coppertone Stonecrop	flats @ 12" o.c.	Low	1'	2'
	Yucca f. 'Color Guard'	Color Guard Adam's Needle	5 gal	Low	1'-2'	3'-4'

VICINITY MAP



NADEL

CONCEPTUAL LANDSCAPE PLAN - FUEL MODIFICATION PLAN

OAK VALLEY VILLAGE RETAIL
SEC INTERSTATE 10 AND OAK VALLEY PARKWAY
BEAUMONT, CALIFORNIA

Regency Centers.

0 25' 50' 100' 150'
SCALE: 1"=50'
CDPC PROJECT NO. 24034
APRIL 28, 2025

NORTH

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CONCEPTUAL GRADING PLAN
OAK VALLEY VILLAGE
LOT LINE ADJUSTMENT No. 25-
IN THE CITY OF BEAUMONT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ASSESSOR'S PARCEL No.

414-070-008
414-080-002 TO -006
414-090-019

ZONING CLASSIFICATION

COMMERCIAL

PLOT PLAN No.

PP2024-0059

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 38, 39, 40, 41, 43, 44, AND 45 INCLUSIVE, OF BEAUMONT HEIGHTS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN PER MAP ON FILE IN BOOK 8, PAGE 53 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF THE UNNAMED STREET AS SHOWN BY MAP OF THE ABOVE MENTIONED BEAUMONT HEIGHTS, LYING WITHIN THE NORTH HALF OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, ADJOINING LOTS 43, 44, AND 45 OF THE WEST, AS VACATED BY RESOLUTION RECORDED AUGUST 14, 1968 AS INSTRUMENT NO. 78782 OF OFFICIAL RECORDS, RIVERSIDE COUNTY.

EXCEPTING THOSE PORTIONS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED OCTOBER 17, 1967 AS INSTRUMENT NO. 91449 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO **EXCEPTING** ALL MINERAL AND OIL RIGHTS AS RESERVED BY HANNAH M. HOUGHTELIN IN DEED RECORDED IN DEED RECORDED JULY 24, 1936 IN BOOK 287, PAGE 520 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING EASTERLY OF THE EASTERLY LINE, OF THE LAND DESCRIBED IN PARCELS 8F AND 8G OF THE FINAL ORDER OF CONDEMNATION IN CASE NO. 77829 OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF RIVERSIDE, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 31, 1964 AS INSTRUMENT NO. 39647 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND LYING EASTERLY OF THE EASTERLY LINE OF THE LAND DESCRIBED IN PARCEL NO. 1 OF THE FINAL ORDER OF CONDEMNATION IN CASE NO. 32726 OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, A CERTIFIED COPY OF WHICH WAS RECORDED AUGUST 03, 1943 IN BOOK 587, PAGE 380 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY DEED RECORDED OCTOBER 17, 1967 AS INSTRUMENT NO. 91452 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION, IF ANY, IN JACKSON ROAD.

ALSO **EXCEPTING THEREFROM** ONE-HALF OF ALL OIL, GAS, AND MINERAL RIGHTS, AS RESERVED IN DEED FROM R. J. STRUTHERS AND MARGARET E. STRUTHERS, RECORDED AUGUST 28, 1946 IN BOOK 768, PAGE 240 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TITLE EXCEPTIONS AND EASEMENTS

A-H TAXES.

1 WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT DISCLOSED BY THE PUBLIC RECORDS.

2 EASEMENT IN FAVOR OF THE PUBLIC OVER ANY EXISTING ROADS LYING WITHIN SAID LAND.

3 DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER MATTERS SHOWN ON RECORD OF SURVEY RECORDED NOVEMBER 16, 1967 IN BOOK 51, PAGES 88 THROUGH 98 INCLUSIVE OF RECORDS OF SURVEY

(DOCUMENT AFFECTS - PLOTTED HEREON AS 3)

THE FOLLOWING MATTERS AFFECT PARCEL 1:

4 EASEMENT GRANTED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR FLOOD CONTROL AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT RECORDED MARCH 18, 1947 IN BOOK 824, PAGE 138, OF OFFICIAL RECORDS.

(DOCUMENT AFFECTS - PLOTTED HEREON AS 4)

THE FOLLOWING MATTERS AFFECT PARCEL 2:

5 EASEMENT GRANTED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR FLOOD CONTROL AND WATER CONSERVATION AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT RECORDED JANUARY 14, 1947 IN BOOK 808, PAGE 290, OF OFFICIAL RECORDS.

(DOCUMENT AFFECTS - PLOTTED HEREON AS 5)

6 THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE RIGHTS OF ACCESS TO OR FROM THE STREET, HIGHWAY, OR FREEWAY ABUTTING SAID LAND, SUCH RIGHTS HAVING BEEN RELINQUISHED BY THE DOCUMENT RECORDED OCTOBER 31, 1949 IN BOOK 1119, PAGE 172, AND RECORDED OCTOBER 31, 1949 IN BOOK 1119, PAGE 156 OF OFFICIAL RECORDS, AND RECORDED AUGUST 09, 1950 IN BOOK 1195, PAGE 534 OF OFFICIAL RECORDS, AND RECORDED OCTOBER 13, 1950 IN BOOK 1211, PAGE 101, ALL OF OFFICIAL RECORDS.

(SAID BOOK 1119, PAGE 172 DOES NOT AFFECT)
(SAID BOOK 1119, PAGE 156 AFFECTS - PLOTTED HEREON AS)
(SAID BOOK 1195, PAGE 534 AFFECTS - PLOTTED HEREON AS)
(SAID BOOK 1211, PAGE 101 - NOT PLOTTABLE FROM RECORD)

7 EASEMENT GRANTED TO SOUTHERN CALIFORNIA GAS COMPANY, AS TO AN UNDIVIDED 3/4 INTEREST, AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, AS TO AN UNDIVIDED 1/4 INTEREST, AS TENANTS IN COMMON FOR PIPE LINES AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT RECORDED DECEMBER 26, 1950 AS INSTRUMENT NO. 3218, IN BOOK 1230, PAGE 451, OF OFFICIAL RECORDS.

AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF THE SAID DOCUMENT, AS THEREIN PROVIDED RECORDED FEBRUARY 23, 1978 AS INSTRUMENT NO. 78-34675 OF OFFICIAL RECORDS.

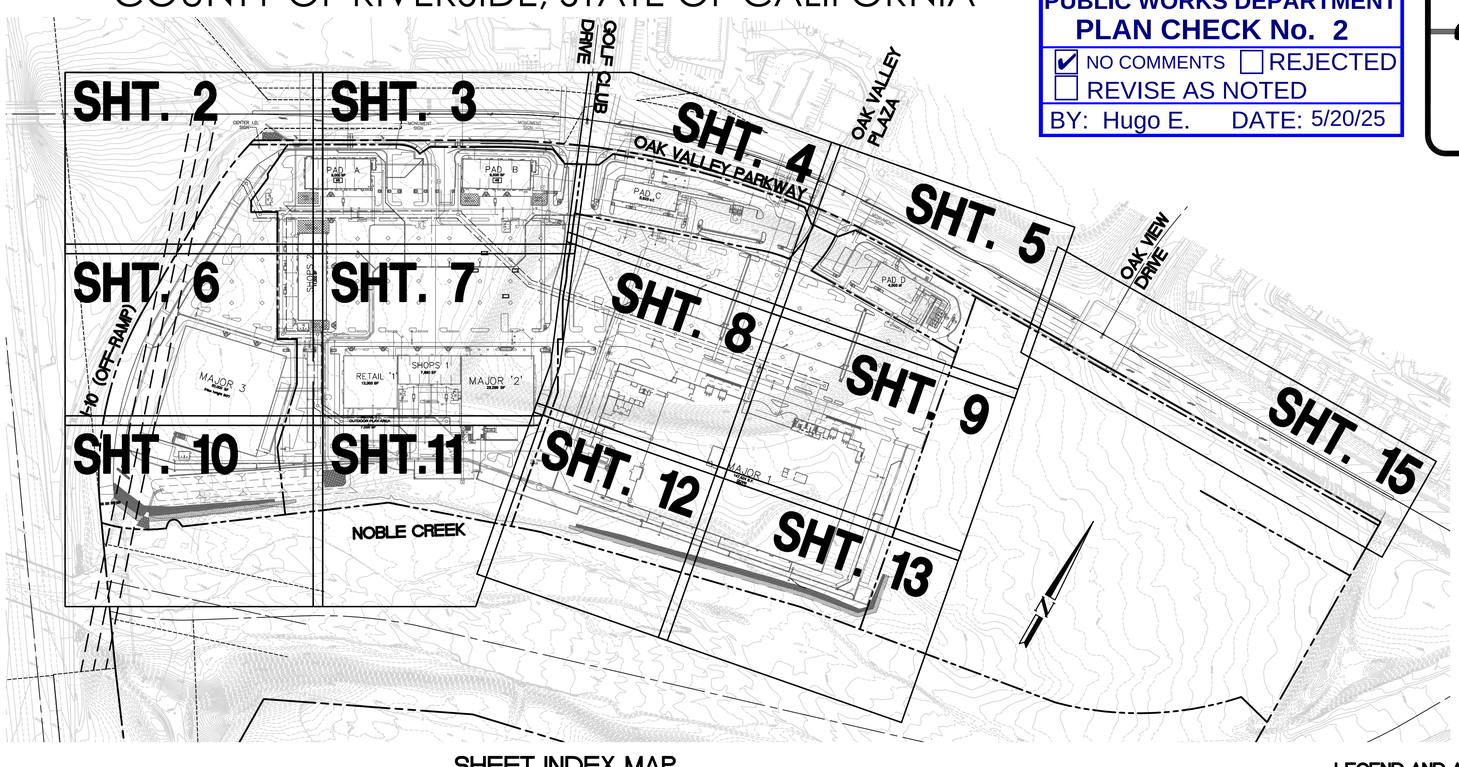
(DOCUMENT DOES NOT AFFECT)

8 EASEMENT GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY FOR POLE LINES AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT RECORDED APRIL 26, 1961 AS INSTRUMENT NO. 35703, OF OFFICIAL RECORDS.

(DOCUMENT AFFECTS - NOT PLOTTABLE FROM RECORD)

9 EASEMENT IN FAVOR OF THE PEOPLE OF THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE DEPARTMENT OF PUBLIC WORKS, PLAINTIFF, VS. ACE COIN PHONOGRAPH AND VENDING CO., ET AL. FOR THE ELECTRICAL POWER LINES AND UNDERGROUND COMMUNICATIONS AND RIGHTS INCIDENTAL THERETO AS CONDEMNED BY AN INSTRUMENT ENTITLED "FINAL ORDER OF CONDEMNATION" RECORDED MARCH 31, 1964 AS INSTRUMENT NO. 39647, OF OFFICIAL RECORDS.

(ELECTRICAL EASEMENT ON SAID DOCUMENT DOES NOT AFFECT)
(ABUTTER'S RIGHTS ON SAID DOCUMENT - PLOTTED HEREON AS)



SHEET INDEX MAP
SCALE: 1" = 150'

10 EASEMENT GRANTED TO SOUTHERN CALIFORNIA GAS COMPANY, AS TO AN UNDIVIDED 3/4 INTEREST, AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, AS TO AN UNDIVIDED 1/4 INTEREST, AS TENANTS IN COMMON FOR PRIVATE ROAD AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT RECORDED JANUARY 28, 1966 AS INSTRUMENT NO. 10282, OF OFFICIAL RECORDS.

(DOCUMENT DOES NOT AFFECT)

11 THE LAND DESCRIBED HEREIN IS INCLUDED WITHIN A PROJECT AREA OF THE BEAUMONT COMMUNITY IMPROVEMENT AGENCY, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW (SUCH REDEVELOPMENT TO PROCEED ONLY AFTER THE ADOPTION OF THE REDEVELOPMENT PLAN) AS DISCLOSED BY A DOCUMENT RECORDED DECEMBER 16, 1982 AS INSTRUMENT NO. 217749, OF OFFICIAL RECORDS.

(DOCUMENT AFFECTS - NOTHING TO PLOT)

12 RESOLUTION RECORDED MAY 23, 1995 AS INSTRUMENT NO. 95-165576, OF OFFICIAL RECORDS.

(DOCUMENT AFFECTS - NOTHING TO PLOT)

13 EASEMENT GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT RECORDED JUNE 13, 2001 AS INSTRUMENT NO. 2001-264787, OF OFFICIAL RECORDS.

(DOCUMENT AFFECTS - PLOTTED HEREON AS 13)

14 EASEMENT GRANTED TO THE CITY OF BEAUMONT FOR SEWER ACCESS AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT RECORDED JUNE 13, 2001 AS INSTRUMENT NO. 2001-264977, OF OFFICIAL RECORDS.

(DOCUMENT AFFECTS - PLOTTED HEREON AS 14)

THE FOLLOWING MATTERS AFFECT BOTH PARCELS:

15 A DEED OF TRUST RECORDED SEPTEMBER 07, 2006 AS INSTRUMENT NO. 2006-0661544, OF OFFICIAL RECORDS.

AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED RECORDED DECEMBER 29, 2009 AS INSTRUMENT NO. 2009-0664210, OF OFFICIAL RECORDS.

AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED RECORDED FEBRUARY 16, 2012 AS INSTRUMENT NO. 2012-0070698, OF OFFICIAL RECORDS.

AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED RECORDED MAY 20, 2014 AS INSTRUMENT NO. 2014-0182397, OF OFFICIAL RECORDS.

AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED RECORDED AUGUST 12, 2016 AS INSTRUMENT NO. 2016-0345266, OF OFFICIAL RECORDS.

THE EFFECT OF A FULL RECONVEYANCE RECORDED OCTOBER 8, 2021 AS INSTRUMENT NO. 2021-0597938 OF OFFICIAL RECORDS, WHICH PURPORTS TO RECONVEY THE ABOVE-MENTIONED DEED OF TRUST.

(NOT SURVEY MATTERS)

16 EASEMENT GRANTED TO BEAUMONT CHERRY VALLEY WATER DISTRICT FOR WATER FACILITIES AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT RECORDED DECEMBER 8, 2010 AS INSTRUMENT NO. 2010-0587085, OF OFFICIAL RECORDS.

(DOCUMENT AFFECTS - PLOTTED HEREON AS 16)

17 EASEMENT GRANTED TO BEAUMONT HOLDINGS, A CALIFORNIA GENERAL PARTNERSHIP FOR SLOPE AND DRAINAGE AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT RECORDED MAY 11, 2015 AS INSTRUMENT NO. 2015-0194929, OF OFFICIAL RECORDS.

(DOCUMENT AFFECTS - PLOTTED HEREON AS 17)

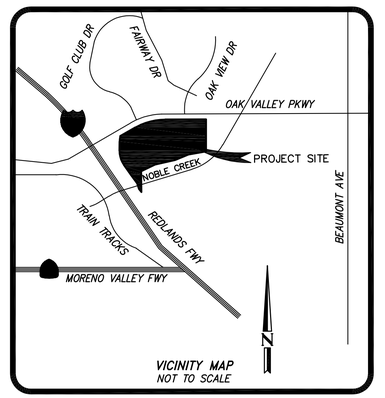
18-21 TITLE COMPANY STATEMENTS.

SHEET INDEX:

TITLE SHEET	1
CONCEPTUAL GRADING	2-13
SECTIONS & GRADING	14-15

NOTE:
UNDERGROUND EXISTING OVERHEAD UTILITIES LOCATED ON, EXTENDING ACROSS, OR LOCATED ADJACENT TO PROPERTY, PER CITY OF BEAUMONT MUNICIPAL CODE CHAPTER 12.18.

PUBLIC WORKS DEPARTMENT
PLAN CHECK No. 2
☑ NO COMMENTS ☐ REJECTED
☐ REVISE AS NOTED
BY: Hugo E. DATE: 5/20/25



VICINITY MAP
NOT TO SCALE

OWNER

OAK VALLEY VILLAGE, LLC.,
A CALIFORNIA LIMITED LIABILITY COMPANY
AVG PARTNERS
9595 WILSHIRE BLVD., SUITE 710
BEVERLY HILLS, CA 90212-2507
PHONE: (310)273-0864

ENGINEER

RONALD W. SKLEPKO
DRC ENGINEERING INC.
160 S OLD SPRINGS RD #210, ANAHEIM, CA 92808
PH. (714) 685-6860

EARTHWORK

PROJECT AREA: 66.4 AC (GROSS), 28.7 AC (NET)
RAW CUT = 245,170 CY
RAW FILL = 239,470 CY
ADD'L CUT = 5,250 CY (DET. SYS) +
14,000 CY (SPOILS & UTILITY TRENCH)
EXPORT = 24,950 CY

UTILITY

CABLE/COMMUNICATION

CHARTER COMMUNICATIONS
7337 CENTRAL AVE.
RIVERSIDE, CA 92504

CABLE/COMMUNICATION

FRONTIER
9 SOUTH 4TH STREET
REDLANDS, CA 92373

ELECTRICAL

SOUTHERN CALIFORNIA EDISION
287 TENNESSEE STREET
REDLANDS, CA 92373
909-307-6791

GAS

SOUTHERN CALIFORNIA GAS CO
1981 W. LUGONIA AVENUE
REDLANDS, CA 92374
213-231-3624

WATER

BEAUMONT-CHERRY VALLEY
WATER DISTRICT
560 MAGNOLIA AVENUE
BEAUMONT, CA 92223
951-845-9581

SEWER/WASTEWATER

CITY OF BEAUMONT
550 E. 6TH STREET
BEAUMONT, CA 92223
951-769-8520

LEGEND AND ABBREVIATIONS :

PROPERTY LINE/ PROP. LOT LINE
EXISTING LOT LINES
RIGHT OF WAY
PROPOSED LOT LINES
CENTER LINE
EASEMENT
TOP OF SLOPE
SLOPE SYMBOL (2:1)
TOE OF SLOPE
EDGE OF PAVEMENT
CHAIN LINK FENCE
R/CB RIDGE/GRADE BREAK
100-YR WATER SURFACE
RETAINING WALL
FLOW LINE
ADA PATHWAY
RIDGE/GRADE BREAK
RETAINING WALL W/ SCREEN WALL
CONCRETE SLOPE-PROTECTION
CONCRETE SCOUR-PROTECTION
X / X SECTION LETTER / SHEET NUMBER

60 MAJOR CONTOUR
MINOR CONTOUR
1% RATE OF GRADE
100.00TC / 99.50FL PROPOSED ELEV.

CB CATCH BASIN
CL CENTER LINE
CONC. CONCRETE
DRWY DRIVEWAY
DI DRAIN INLET
EXIST EXISTING
FG FINISH GRADE
FH FIRE HYDRANT
FL FLOWLINE
HP HIGH POINT
HT HEIGHT
INV INVERT
MH MANHOLE
PROP PROPOSED
SD STORM DRAIN
SS SANITARY SEWER
TC TOP OF CURB
TF TOP OF FOOTING
TG TOP OF GRATE
TRW TOP OF RETAINING WALL
TW TOP OF WALL
TYP. TYPICAL
WL WATER LINE
WM WATER METER

DIGALERT
Call 2 Working Days Before You Dig 811

BENCHMARK:
BM No. C-3-1-1965
DESC: BRASS DISK TOP CONCRETE POST
LOC: AT THE NWC OF BEAUMONT AV. & 13TH ST, 130FT W OF BEAUMONT AV, 25FT N OF 13TH ST, 4FT E OF PP No. 12148845E, 1FT W OF MARKER POST
ELEV. 2636.329', NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

DRC Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
714-685-6860
-/-/-
RONALD W. SKLEPKO R.C.E. C46216 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER RONALD W. SKLEPKO No. C46216 Exp. 12-31-2026 CIVIL STATE OF CALIFORNIA

DESIGN BY:
DRAWN BY:
CHECKED BY:
SCALE:
DATE:
JOB NUMBER:

CITY of BEAUMONT CALIFORNIA INC.NOV.18,1912

Reviewed By: _____ Staff Engineer Date: _____
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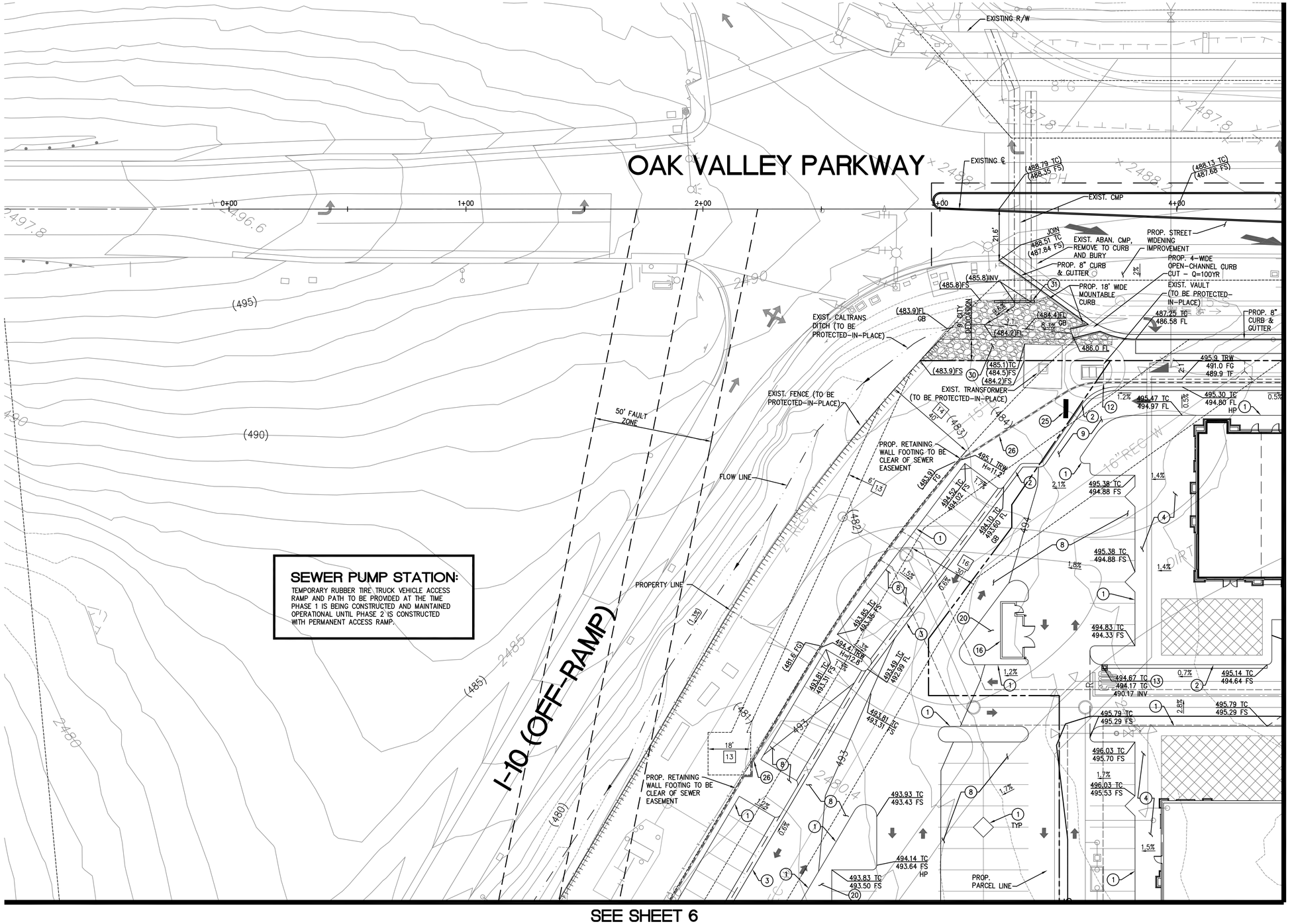
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

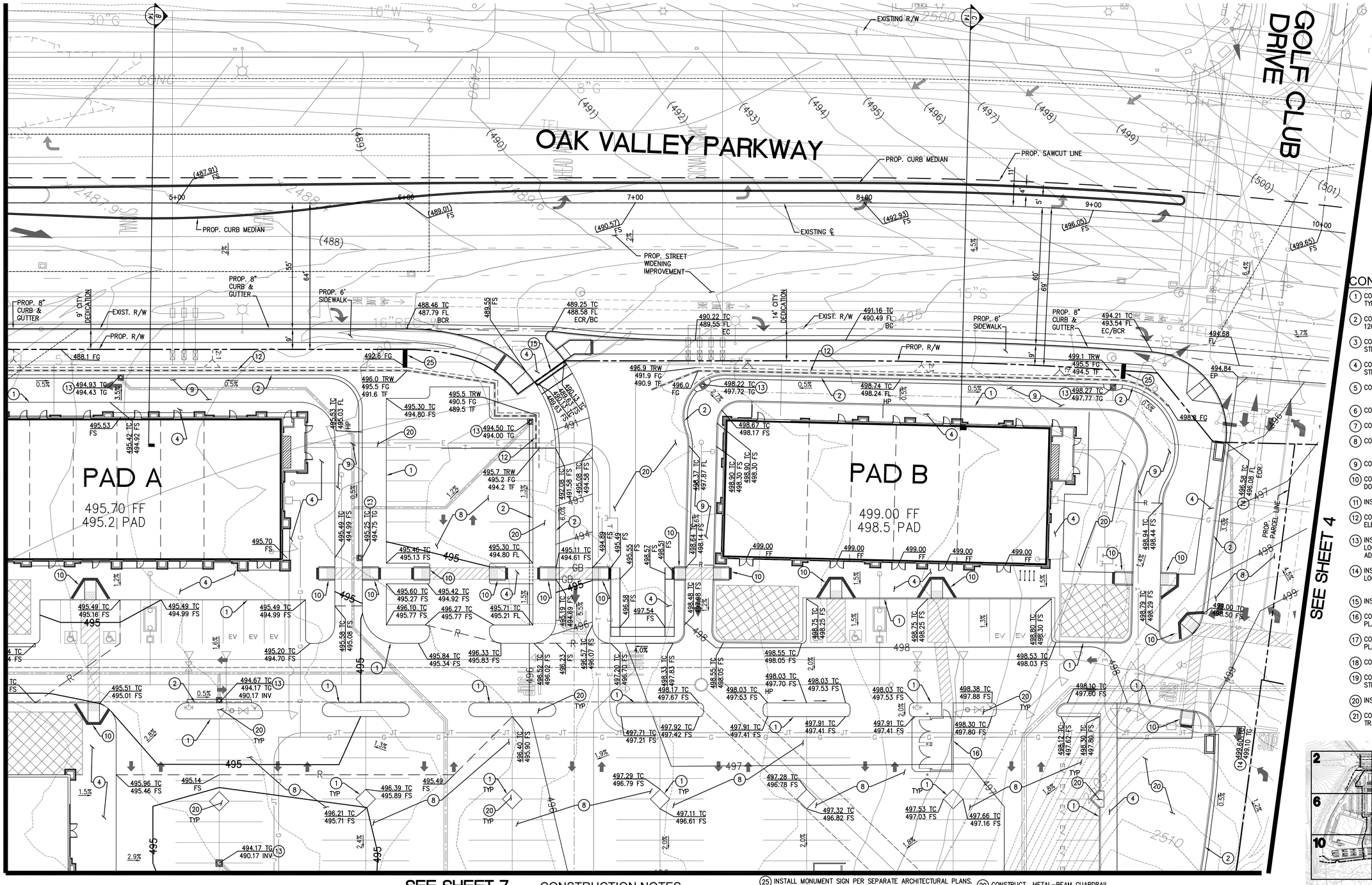
CITY OF BEAUMONT, CALIFORNIA
CONCEPTUAL GRADING PLANS FOR:
OAK VALLEY VILLAGE
LOT LINE ADJUSTMENT No. 25-
SEC INTERSTATE 10 AND OAK VALLEY PARKWAY

TITLE SHEET

SHEET 1 OF 15 SHEETS
FILE NO:

EXTERNAL REFERENCES: 23835mse101 23835sc101 23835sc100 23835sg100 23835sg101 23835sg102 23835sg103 23835sg104 23835sg105 23835sg106 23835sg107 23835sg108 23835sg109 23835sg110 23835sg111 23835sg112 23835sg113 23835sg114 23835sg115 23835sg116 23835sg117 23835sg118 23835sg119 23835sg120 23835sg121 23835sg122 23835sg123 23835sg124 23835sg125 23835sg126 23835sg127 23835sg128 23835sg129 23835sg130 23835sg131 23835sg132 23835sg133 23835sg134 23835sg135 23835sg136 23835sg137 23835sg138 23835sg139


OAK VALLEY PARKWAY
EXISTING R/W
EXISTING ℄
EXIST. CMP
EXIST. ABAN. CMP, REMOVE TO CURB AND BURY
PROP. STREET WIDENING IMPROVEMENT
PROP. 8" CURB & GUTTER
PROP. 4-WDE OPEN-CHANNEL CURB CUT - Q=100YR
PROP. 18' WIDE MOUNTABLE CURB
EXIST. VAULT (TO BE PROTECTED-IN-PLACE)
PROP. 8" CURB & GUTTER
EXIST. CALTRANS DITCH (TO BE PROTECTED-IN-PLACE)
EXIST. FENCE (TO BE PROTECTED-IN-PLACE)
EXIST. TRANSFORMER (TO BE PROTECTED-IN-PLACE)
50' FAULT ZONE
FLOW LINE
PROP. RETAINING WALL FOOTING TO BE CLEAR OF SEWER EASEMENT
PROPERTY LINE
PROP. PARCEL LINE
I-10 (OFF-RAMP)
SEWER PUMP STATION:
TEMPORARY RUBBER TIRE TRUCK VEHICLE ACCESS RAMP AND PATH TO BE PROVIDED AT THE TIME PHASE 1 IS BEING CONSTRUCTED AND MAINTAINED OPERATIONAL UNTIL PHASE 2 IS CONSTRUCTED WITH PERMANENT ACCESS RAMP.
SEE SHEET 3
SEE SHEET 6
0+00
1+00
2+00
4+00
(495)
(490)
(485)
(480)
2485
2480
2490
2496.6
2497.8
2487.8
2488.4
2488.8
2489.4
2490.4
2491.0
2491.6
2492.2
2492.8
2493.4
2494.0
2494.6
2495.2
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2496.4
2497.0
2497.6
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2500.0
2500.6
2501.2
2501.8
2502.4
2503.0
2503.6
2504.2
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2506.0
2506.6
2507.2
2507.8
2508.4
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2510.8
2511.4
2512.0
2512.6
2513.2
2513.8



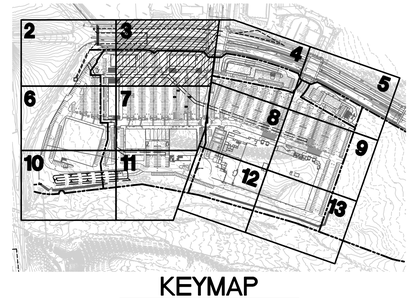
GRAPHIC SCALE: 1 INCH = 20 FT

CONSTRUCTION NOTES

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BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
714-685-6860
Civil Engineering/Land Surveying/Land Planning

-/-/-
RONALD W. SKLEPKO R.C.E. C46216 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER — RONALD W. SKLEPKO — No. C46216 — Exp. 12-31-2026 — CIVIL — STATE OF CALIFORNIA

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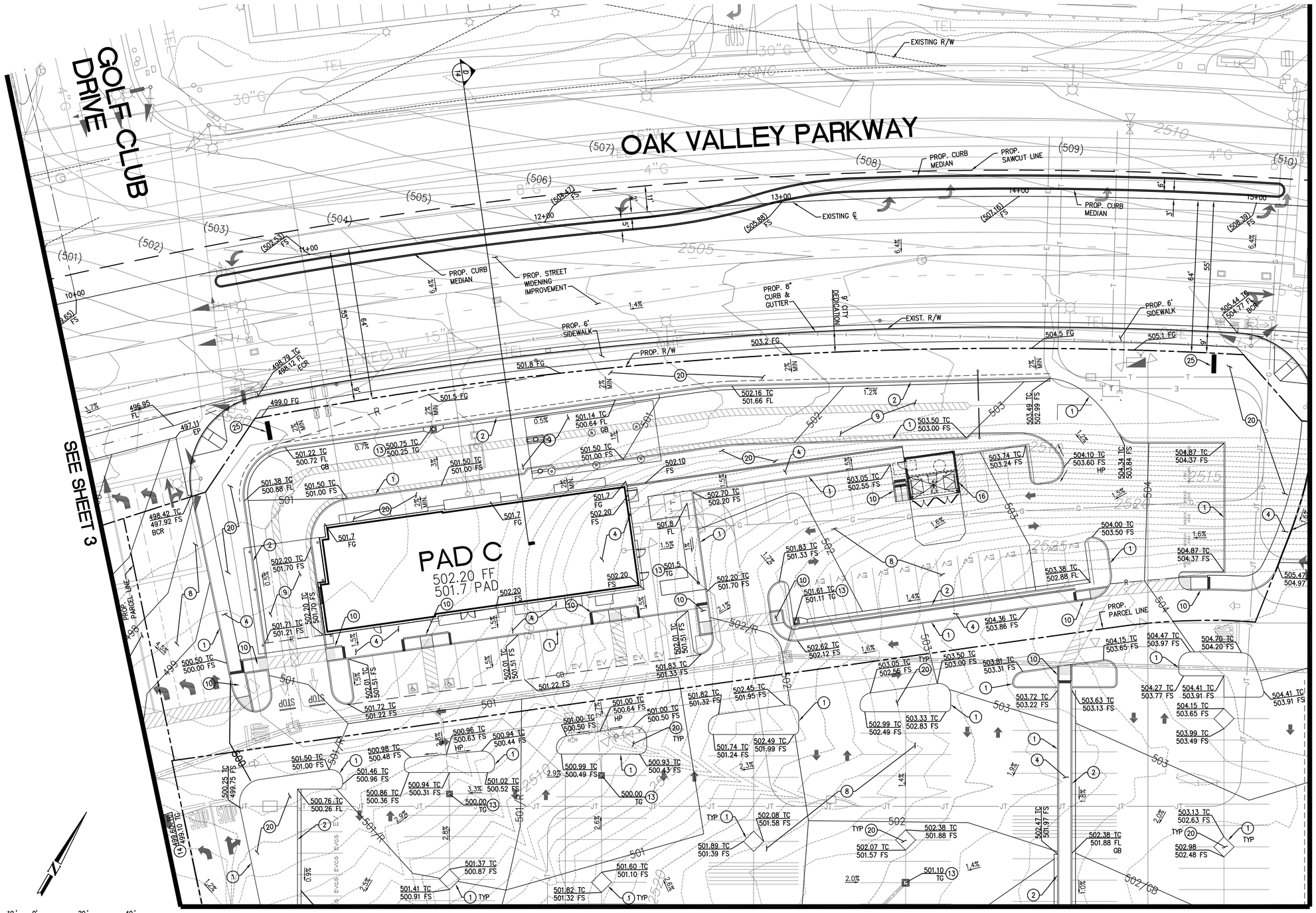
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550E. 6th St
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CITY OF BEAUMONT, CALIFORNIA
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OAK VALLEY VILLAGE
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GRADING

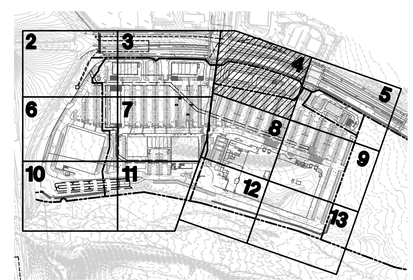
SHEET 3 OF 15 SHEETS
FILE NO:

EXTERNAL REFERENCES: 2383smap101 2383sc101 2383sp101 2383sc100 2383sp100 2383sl01 2383sl101 2383 AR Site Ext 2383sf1101 2383 STAL_Oak Valley



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BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
714-685-6860
Civil Engineering/Land Surveying/Land Planning
RONALD W. SKLEPKO R.C.E. C46216 -/-/- DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER RONALD W. SKLEPKO No. C46216 Exp. 12-31-2026 CIVIL STATE OF CALIFORNIA

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CITY of BEAUMONT CALIFORNIA INC.NOV.18, 1912

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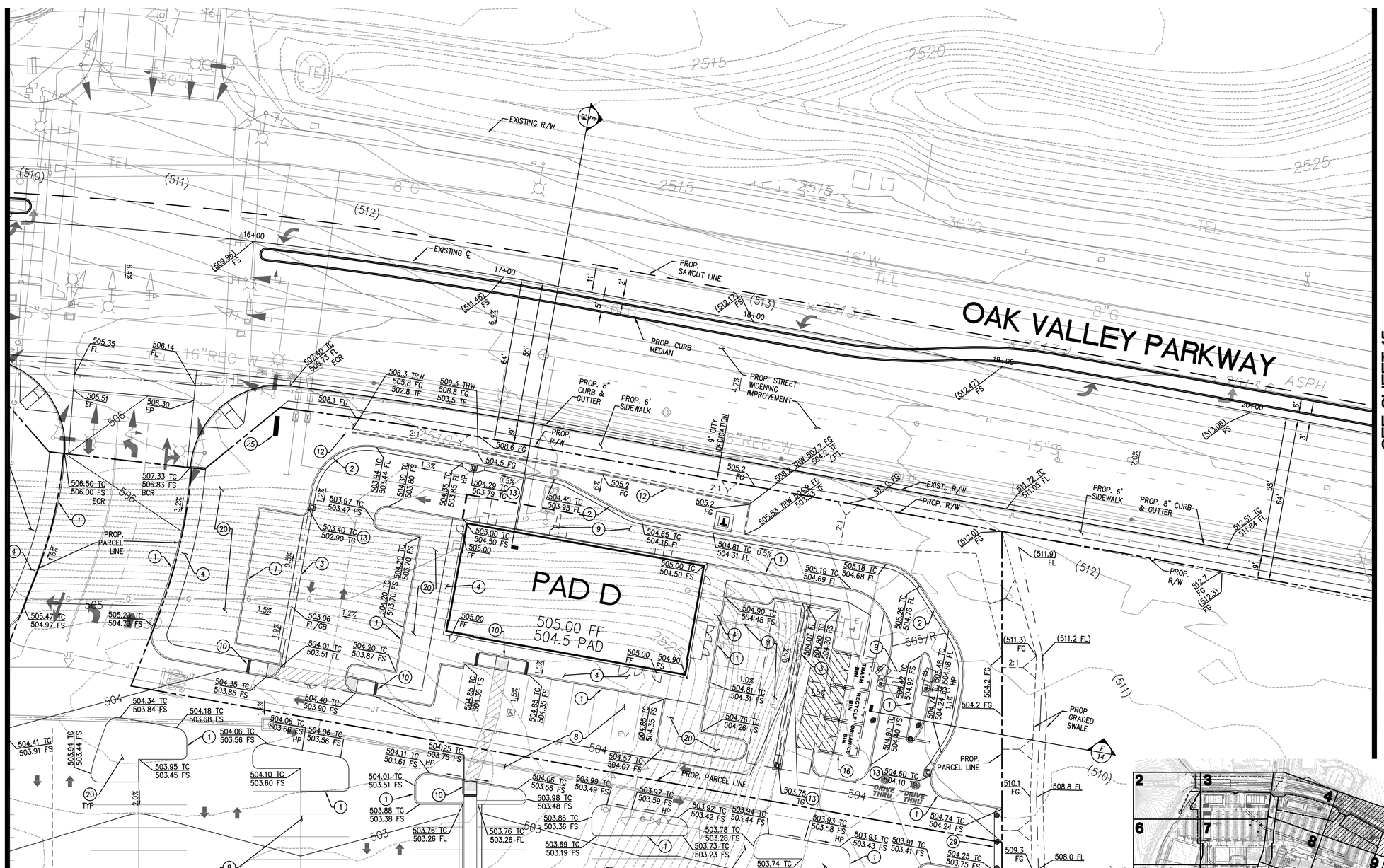
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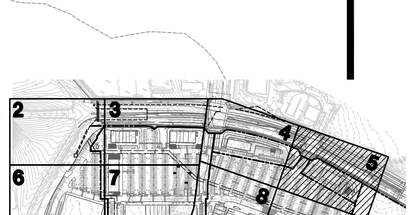
CITY OF BEAUMONT, CALIFORNIA
CONCEPTUAL GRADING PLANS FOR:
OAK VALLEY VILLAGE
LOT LINE ADJUSTMENT No. 25-
SEC INTERSTATE 10 AND OAK VALLEY PARKWAY

GRADING

SHEET 4 OF 15 SHEETS
FILE NO:

EXTERNAL REFERENCES: 23835mac101 23835ut101 23835ut101 23835cg101 23835ut101 23835cg100 rws_co_stamp 23835ap101 23835 Alt Site Ent 23835tt101 23835 STAL_Oak Valley





CONSTRUCTION NOTES

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-/-/-
RONALD W. SKLEPKO R.C.E. C46216 DATE

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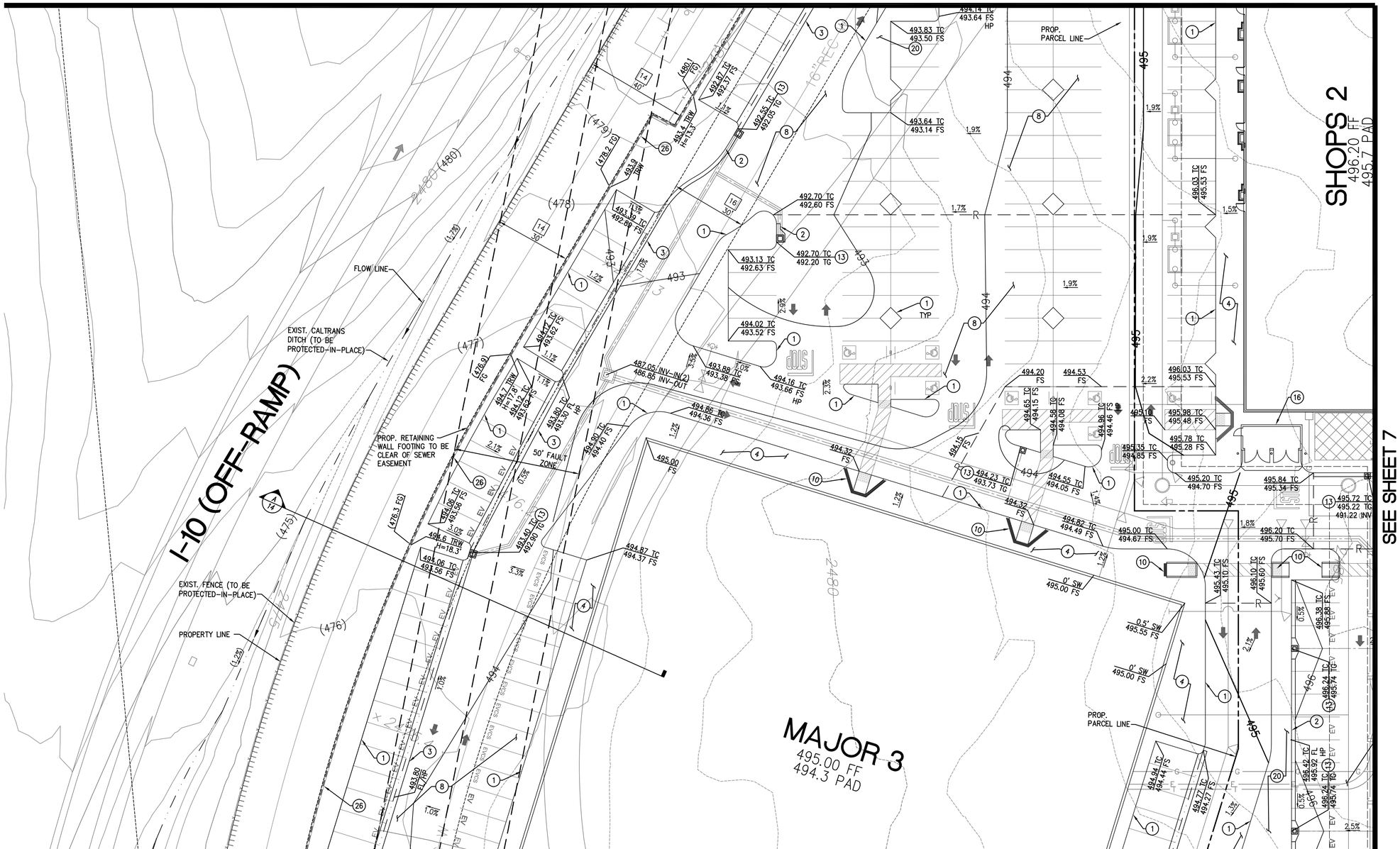
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SHEET 5 OF 15 SHEETS
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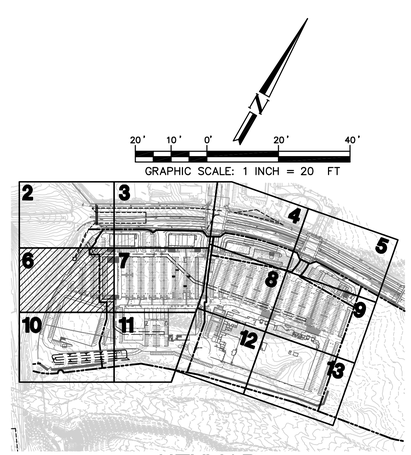
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SEE SHEET 2



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KEYMAP
NOT TO SCALE

DIGALERT
Call 2 Working Days Before You Dig!
811

BENCHMARK:
BM No. C-3-1-1965
DESC: BRASS DISK TOP CONCRETE POST
LOC: AT THE NWC OF BEAUMONT AV. & 13TH ST, 130FT W OF BEAUMONT AV, 25FT N OF 13TH ST, 4FT E OF PP No. 12148845E, 1FT W OF MARKER POST
ELEV. 2636.329', NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
714-685-6860
Civil Engineering/Land Surveying/Land Planning
RONALD W. SKLEPKO R.C.E. C46216 -/-/- DATE

SEAL
REGISTERED PROFESSIONAL ENGINEER RONALD W. SKLEPKO No. C46216 Exp. 12-31-2026 CIVIL STATE OF CALIFORNIA

DESIGN BY:
DRAWN BY:
CHECKED BY:
SCALE:
DATE:
JOB NUMBER:

CITY of BEAUMONT CALIFORNIA INC.NOV.18, 1912

Reviewed By: _____ Staff Engineer Date: _____
Recommended for Approval By: _____ Administrative Engineer Date: _____
Approved By: _____ City Engineer/Director of Public Works Date: _____

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

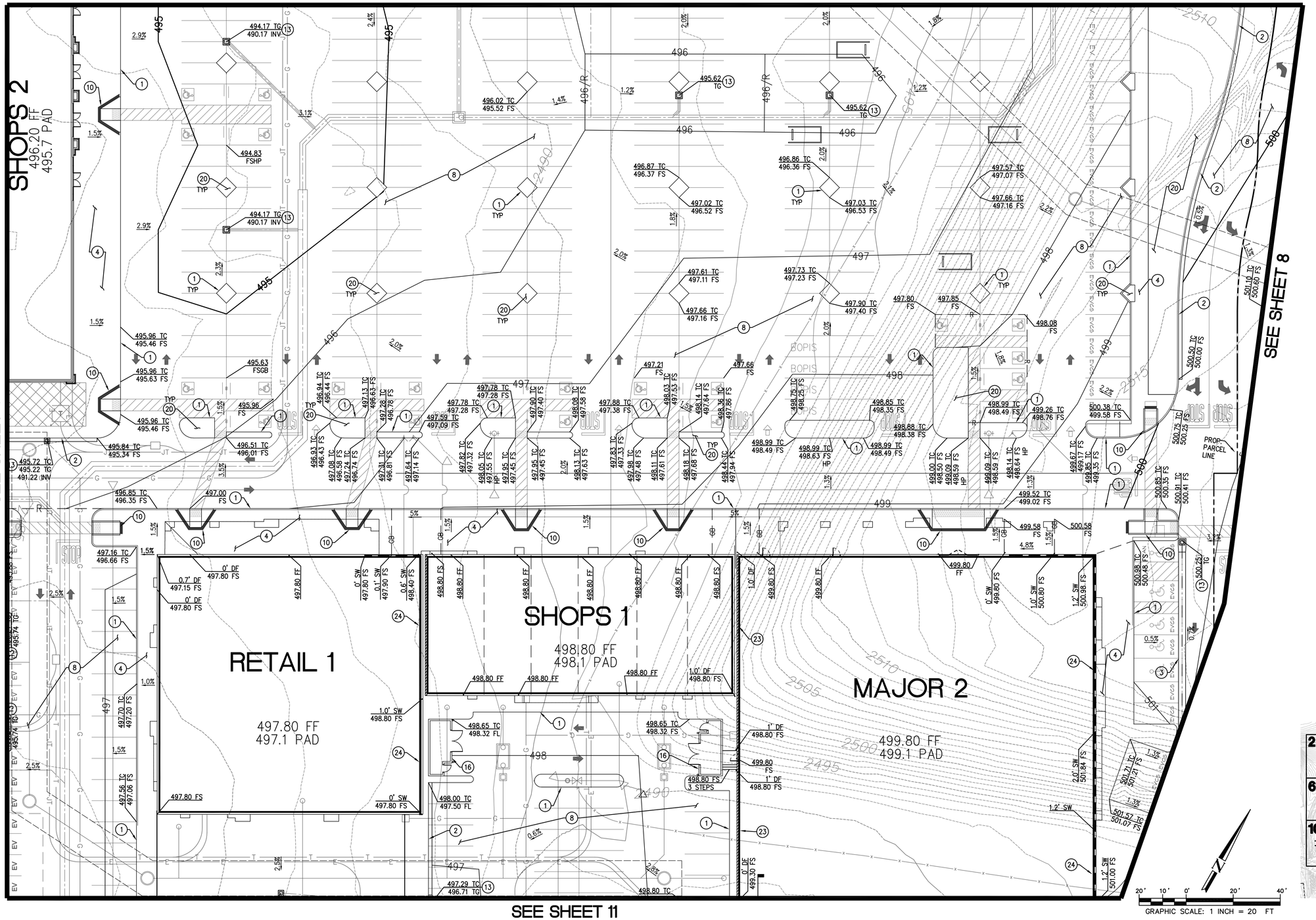
CITY OF BEAUMONT, CALIFORNIA
CONCEPTUAL GRADING PLANS FOR:
OAK VALLEY VILLAGE
LOT LINE ADJUSTMENT No. 25-
SEC INTERSTATE 10 AND OAK VALLEY PARKWAY

GRADING

SHEET 6 OF 15 SHEETS
FILE NO:

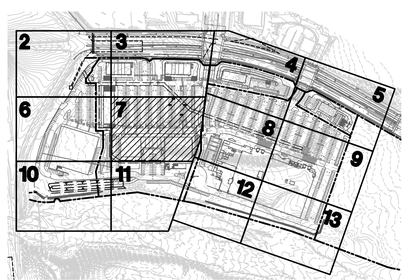
EXTERNAL REFERENCES: 23835mas101 23835at101 23835st101 23835cg101 23835cg100 23835 STAL_Oak Valley

SEE SHEET 3



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Civil Engineering/Land Surveying/Land Planning

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SEAL: REGISTERED PROFESSIONAL ENGINEER RONALD W. SKLEPKO No. C46216 Exp. 12-31-2026 CIVIL STATE OF CALIFORNIA

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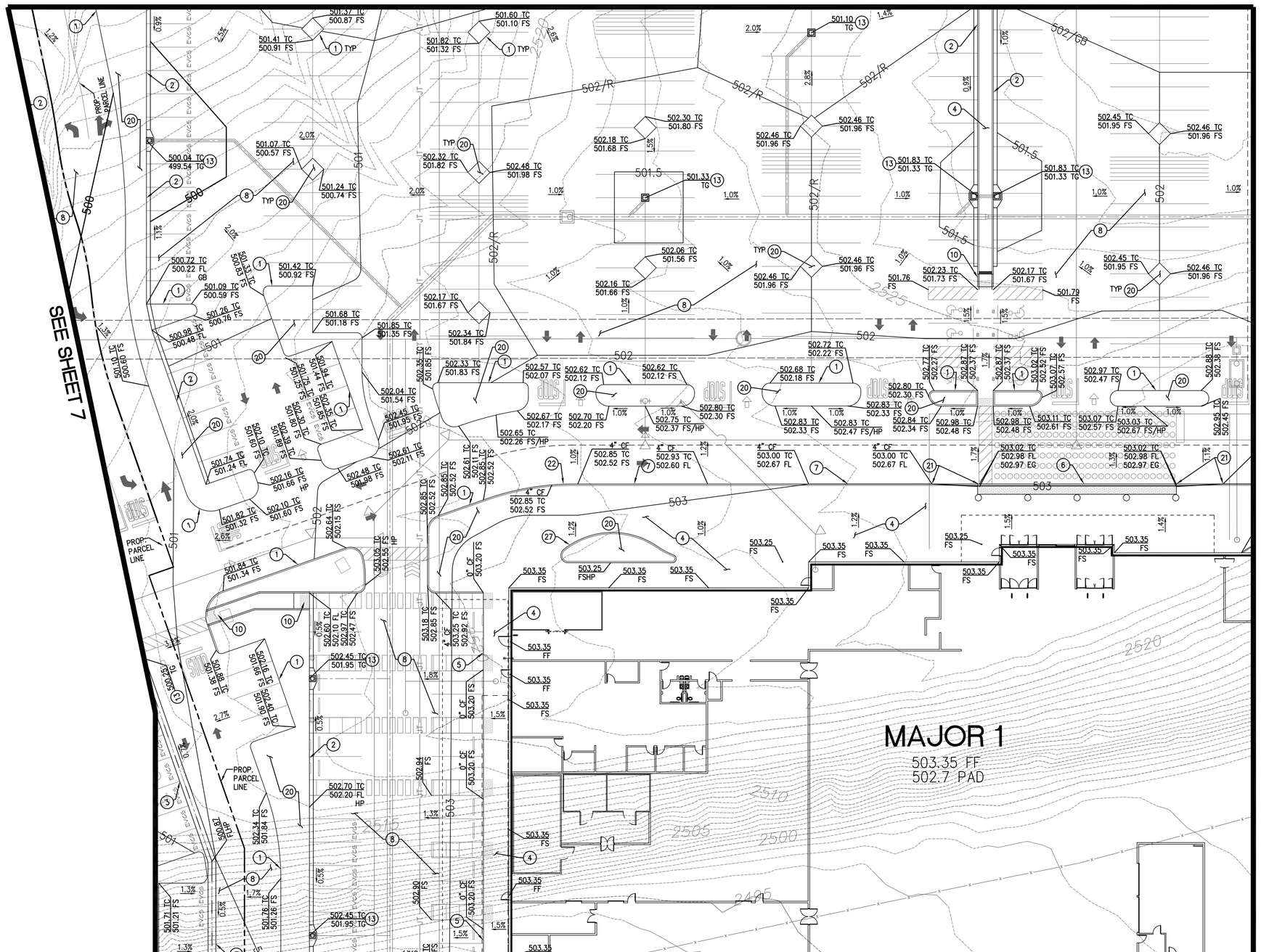
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GRADING

SHEET 7 OF 15 SHEETS
FILE NO:

EXTERNAL REFERENCES: 23835mxc101 23835xr101 23835xt101 23835cg101 23835cg100 23835xl101 23835al101 23835 AR Site Ent 23835lt101 23835 STAL_Oak Valley

SEE SHEET 4

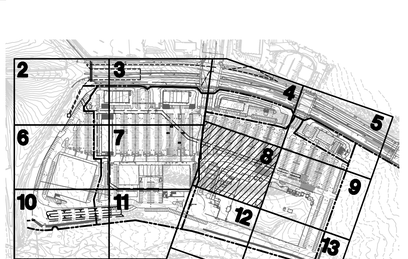


SEE SHEET 12

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20' 10' 0' 20' 40'
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CITY OF BEAUMONT, CALIFORNIA
CONCEPTUAL GRADING PLANS FOR:
OAK VALLEY VILLAGE
LOT LINE ADJUSTMENT No. 25-
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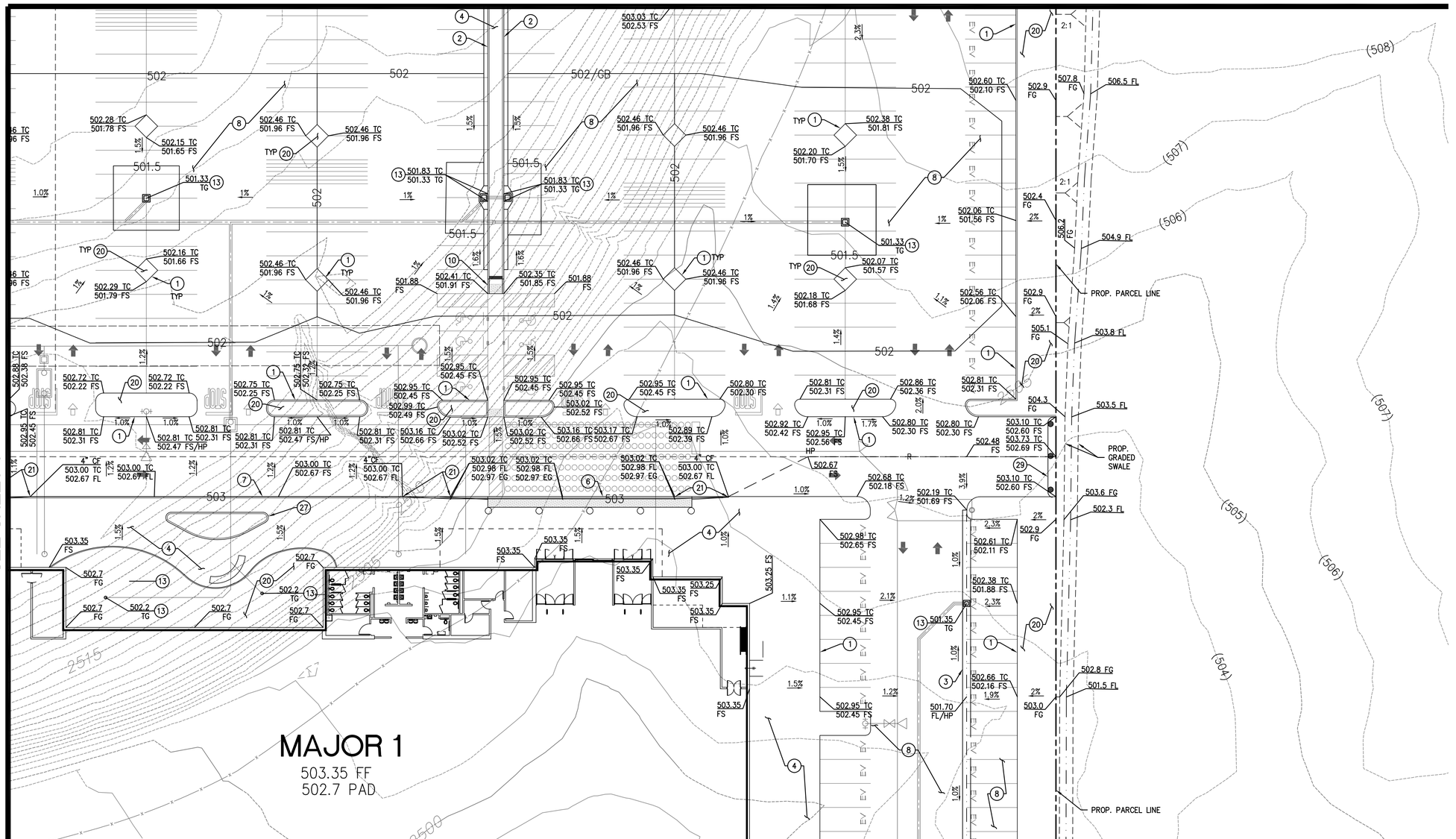
GRADING

SHEET 8 OF 15 SHEETS
FILE NO:

EXTERNAL REFERENCES: 23835mac101 23835at101 23835ec101 23835cg101 23835cg100 23835su101 23835 AR Site Ext 23835fl101 23835 STAL_Oak Valley

SEE SHEET 5

SEE SHEET 8



SEE SHEET 13

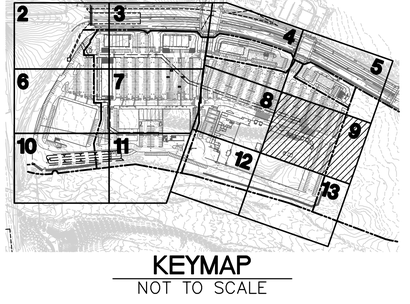
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N

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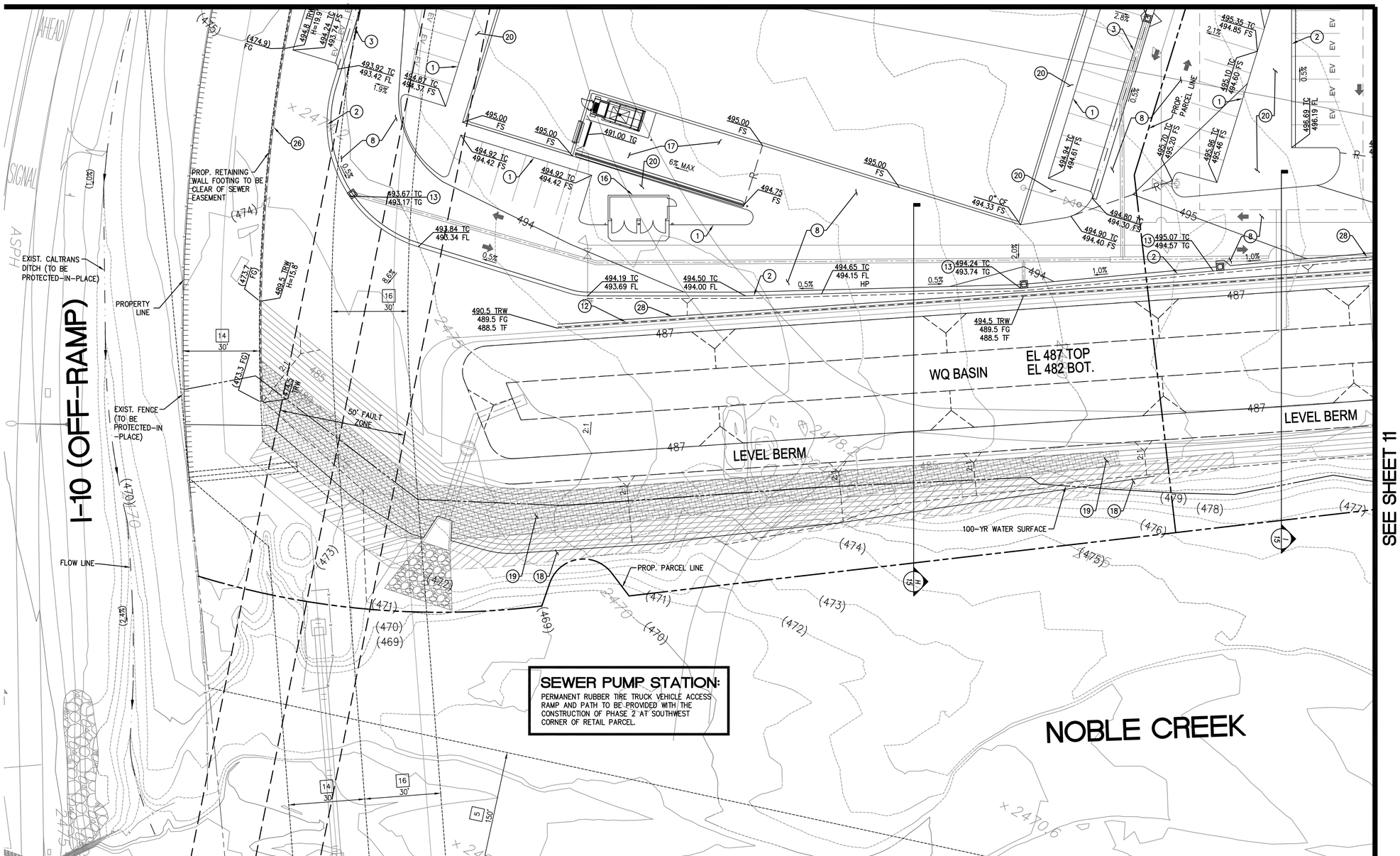
CITY OF BEAUMONT, CALIFORNIA
CONCEPTUAL GRADING PLANS FOR:
OAK VALLEY VILLAGE
LOT LINE ADJUSTMENT No. 25-
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GRADING

SHEET 9 OF 15 SHEETS
FILE NO:

EXTERNAL REFERENCES: 23835xmac101 23835xst101 23835sc101 23835sg101 23835sc100 23835sd101 23835 AR Site Ext 23835ht101 23835 STAL_Oak Valley

SEE SHEET 6

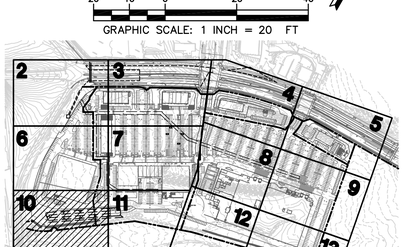


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SHEET 10 OF 15 SHEETS
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SEE SHEET 7

SEE SHEET 10

SEE SHEET 12

RISER

BERM

NOBLE CREEK

100-YR WATER SURFACE

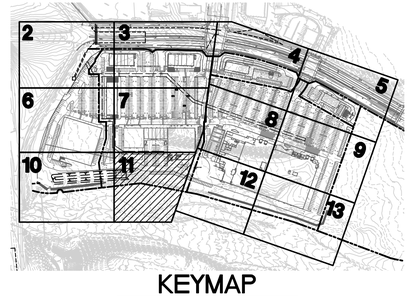
PROP. PARCEL LINE

CONSTRUCTION NOTES

1. CONSTRUCT 6" PCC CURB ONLY PER SPPWC STD. 120-2, TYPE A1-6.
2. CONSTRUCT 6" PCC CURB & 18" GUTTER PER SPPWC STD. 120-2, TYPE A2-6. W=18".
3. CONSTRUCT 3' LONGITUDINAL GUTTER PER MODIFIED SPPWC STD. 122-2.
4. CONSTRUCT 4" THICK PCC SIDEWALK COUNTY OF RIVERSIDE STD. 401.
5. CONSTRUCT 0" PCC CURB PER MODIFIED SPPWC STD. 122-2.
6. CONSTRUCT 0" FLUSH RIBBON CURB.
7. CONSTRUCT 4" ROLLED CURB.
8. CONSTRUCT ASPHALT CONCRETE AND BASE PER SOILS REPORT.
9. CONSTRUCT PCC PAVEMENT PER SOILS REPORT.
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13. INSTALL GRATED INLET CATCH BASIN PER STORM DRAIN PLAN. LOCAL DEPRESSION PER SPPWC STD. 313-1, CASE F, WHEN ADJACENT TO CURB.
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15. INSTALL TRENCH DRAIN
16. CONSTRUCT TRASH ENCLOSURE PER SEPARATE ARCHITECTURAL PLANS.
17. CONSTRUCT TRUCK DOCKS PER SEPARATE ARCHITECTURAL PLANS.
18. CONSTRUCT SCOUR WALL PER SEPARATE STRUCTURAL PLANS.
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28. CONSTRUCT 1-FT WIDE V-GUTTER
29. CONSTRUCT METAL-BEAM GUARDRAIL.
30. CONSTRUCT 3" COBBLE RIP-RAP W/ SOLID GROUT.

20' 10' 0' 20' 40'

GRAPHIC SCALE: 1 INCH = 20 FT



KEYMAP
NOT TO SCALE

DIGALERT Call 2 Working Days Before You Dig! 811

BENCHMARK:
BM No. C-3-1-1965
DESC: BRASS DISK TOP CONCRETE POST
LOC: AT THE NWC OF BEAUMONT AV. & 13TH ST, 130FT W OF BEAUMONT AV, 25FT N OF 13TH ST, 4FT E OF PP No. 12148845E, 1FT W OF MARKER POST
ELEV. 2636.329', NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
714-685-6860
Civil Engineering/Land Surveying/Land Planning
RONALD W. SKLEPKO R.C.E. C46216 -/-/- DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER RONALD W. SKLEPKO No. C46216 Exp. 12-31-2026 CIVIL STATE OF CALIFORNIA

DESIGN BY:
DRAWN BY:
CHECKED BY:
SCALE:
DATE:
JOB NUMBER:

CITY of BEAUMONT CALIFORNIA INC.NOV.18, 1912

Reviewed By: _____ Staff Engineer Date: _____
Recommended for Approval By: _____ Administrative Engineer Date: _____
Approved By: _____ City Engineer/Director of Public Works Date: _____

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
CONCEPTUAL GRADING PLANS FOR:
OAK VALLEY VILLAGE
LOT LINE ADJUSTMENT No. 25-
SEC INTERSTATE 10 AND OAK VALLEY PARKWAY

GRADING

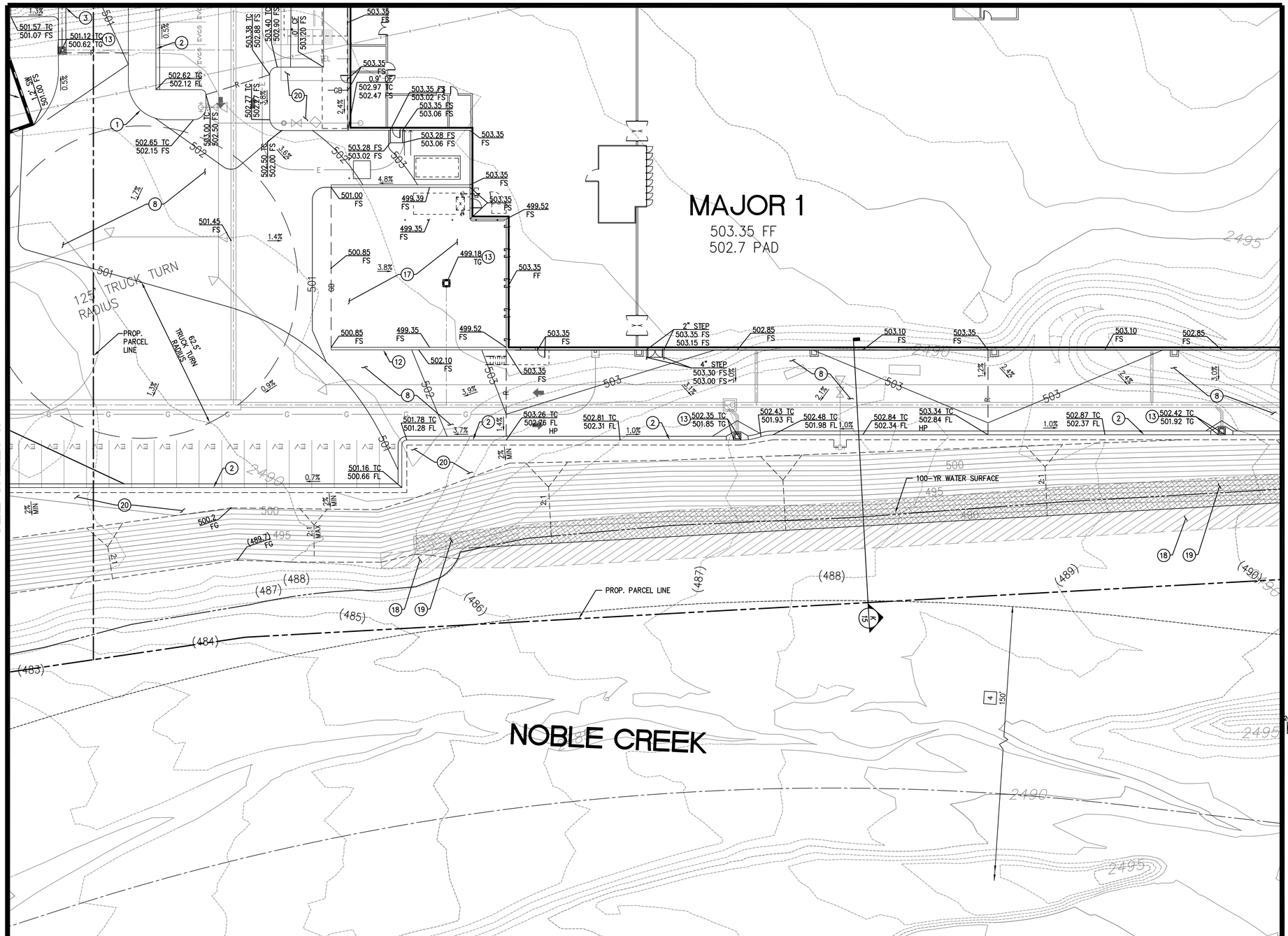
SHEET 11 OF 15 SHEETS
FILE NO:

EXTERNAL REFERENCES: 23835mas101 23835at101 23835at101 23835cp101 23835cg100 rws_cb_stamp 23835at101 23835 AR Site Ext 23835rt101 23835 STAL_Oak Valley

SEE SHEET 8

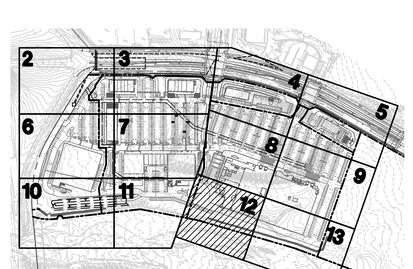
SEE SHEET 11

SEE SHEET 13



CONSTRUCTION NOTES

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KEYMAP
NOT TO SCALE

DIGALERT
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811

BENCHMARK:
BM No. C-3-1-1965

DESC: BRASS DISK TOP CONCRETE POST

LOC: AT THE NWC OF BEAUMONT AV. & 13TH ST, 130FT W OF BEAUMONT AV, 25FT N OF 13TH ST, 4FT E OF PP No. 12148845E, 1FT W OF MARKER POST

ELEV. 2636.329', NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
714-685-6860
Civil Engineering/Land Surveying/Land Planning

-/-/-
RONALD W. SKLEPKO *R.C.E. C46216* *DATE*

SEAL
REGISTERED PROFESSIONAL ENGINEER RONALD W. SKLEPKO No. C46216 Exp. 12-31-2026 CIVIL STATE OF CALIFORNIA

DESIGN BY:
DRAWN BY:
CHECKED BY:
SCALE:
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CITY of BEAUMONT CALIFORNIA INC. NOV. 18, 1912

Reviewed By: _____ Date: _____
Staff Engineer

Recommended for Approval By: _____ Date: _____
Administrative Engineer

Approved By: _____ Date: _____
City Engineer/Director of Public Works

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
CONCEPTUAL GRADING PLANS FOR:
OAK VALLEY VILLAGE
LOT LINE ADJUSTMENT No. 25-
SEC INTERSTATE 10 AND OAK VALLEY PARKWAY

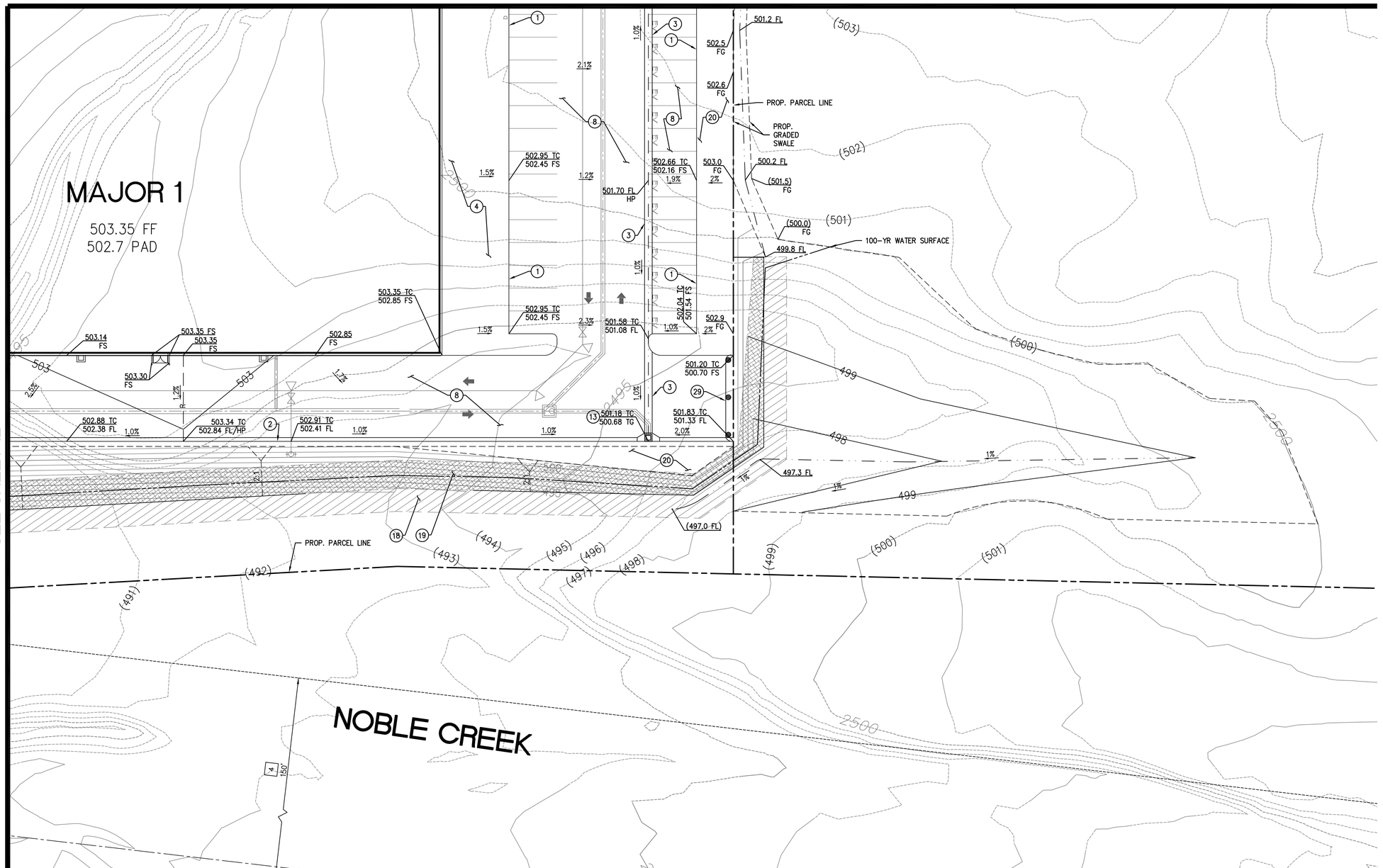
GRADING

SHEET 12 OF 15 SHEETS
FILE NO:

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SEE SHEET 9

SEE SHEET 12

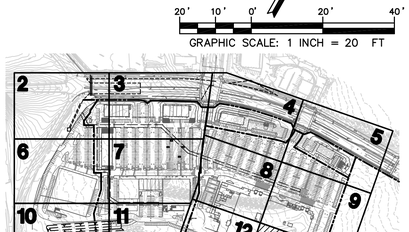


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20' 10' 0' 20' 40'

GRAPHIC SCALE: 1 INCH = 20 FT



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BENCHMARK:
BM No. C-3-1-1965

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ELEV. 2636.329', NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
714-685-6860
Civil Engineering/Land Surveying/Land Planning

RONALD W. SKLEPKO R.C.E. C46216 -/-/- DATE

SEAL
REGISTERED PROFESSIONAL ENGINEER
RONALD W. SKLEPKO
No. C46216
Exp. 12-31-2026
CIVIL
STATE OF CALIFORNIA

DESIGN BY:
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CITY of BEAUMONT
CALIFORNIA
INC. NOV. 18, 1912

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Staff Engineer

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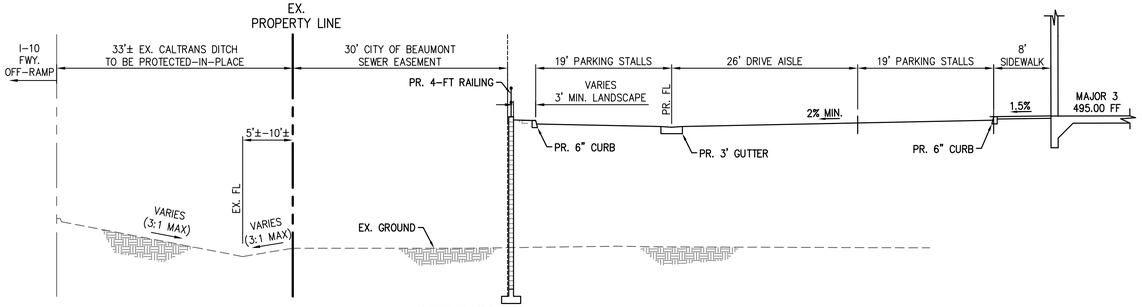
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
CONCEPTUAL GRADING PLANS FOR:
OAK VALLEY VILLAGE
LOT LINE ADJUSTMENT No. 25-
SEC INTERSTATE 10 AND OAK VALLEY PARKWAY

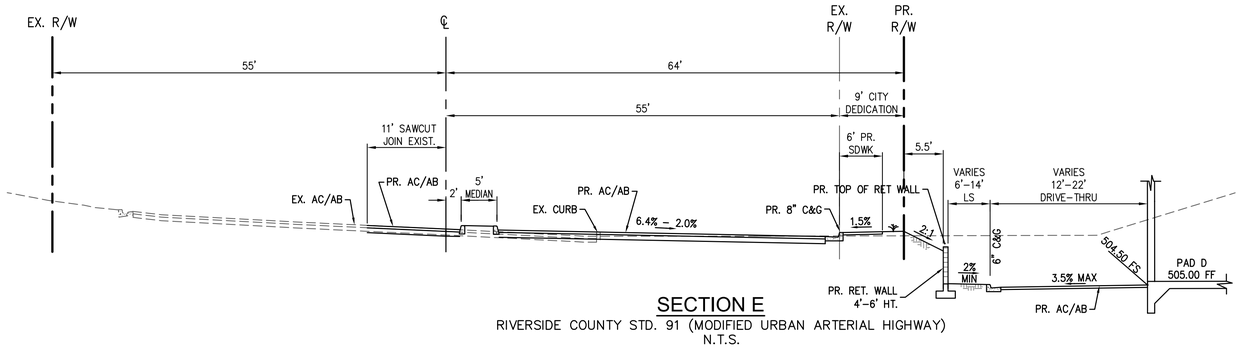
GRADING

SHEET 13 OF 15 SHEETS
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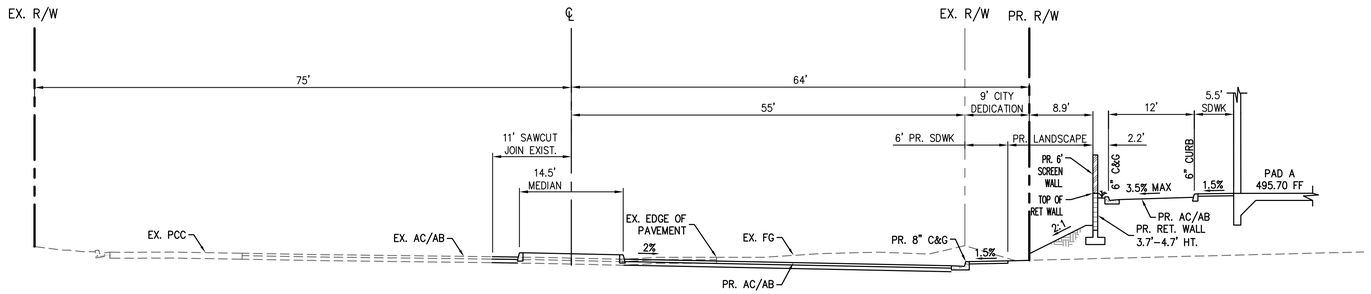
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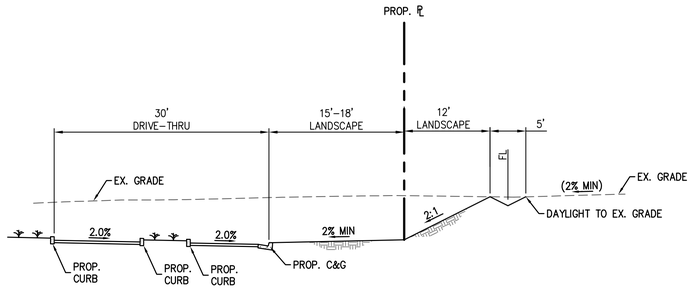
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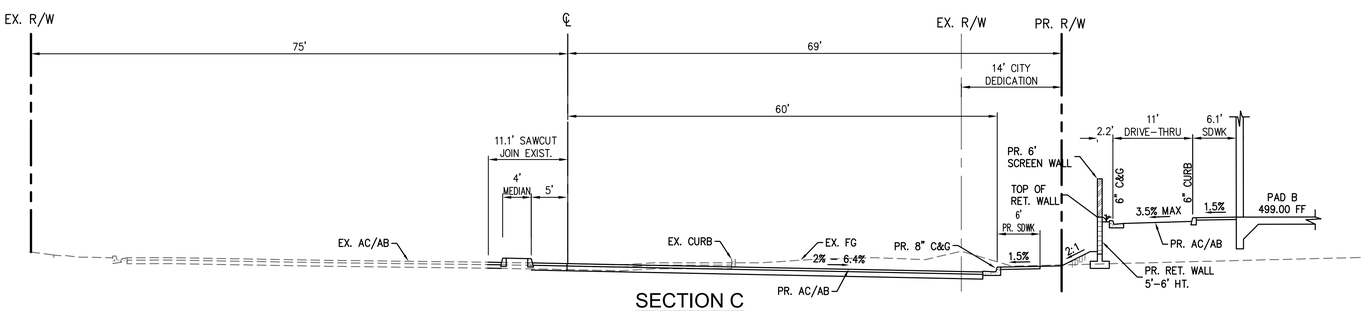
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RIVERSIDE COUNTY STD. 91 (MODIFIED URBAN ARTERIAL HIGHWAY)
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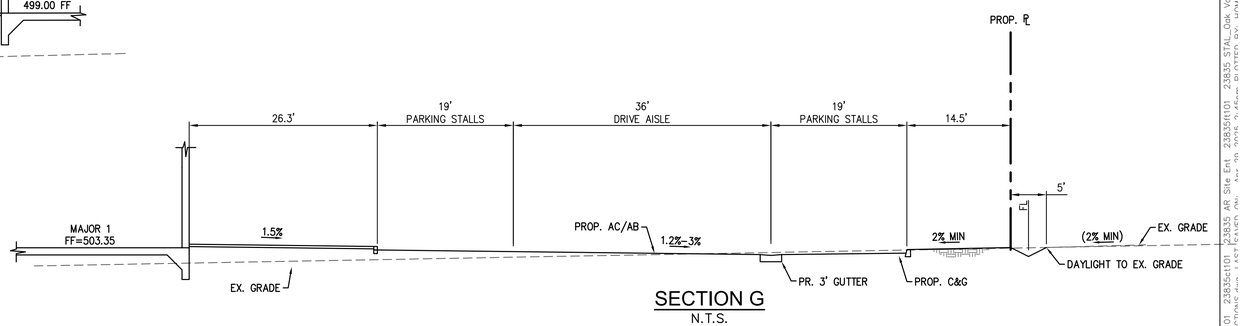
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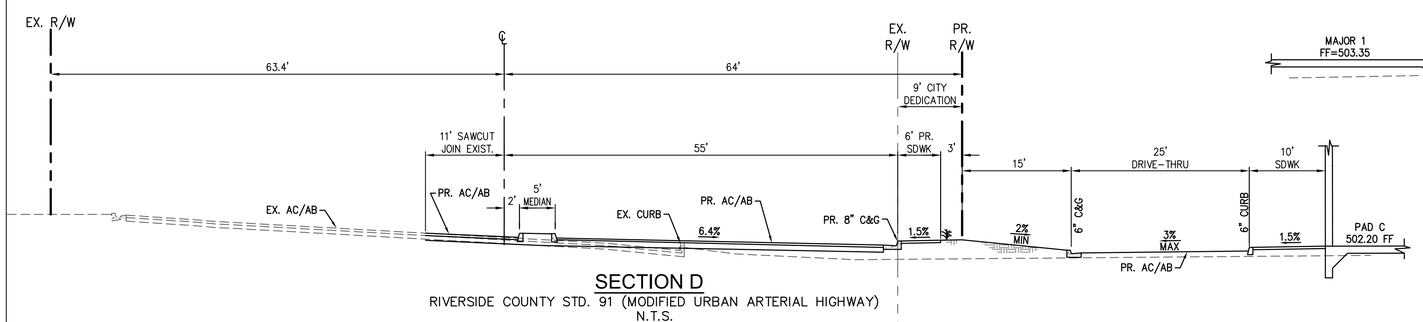
SECTION F
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SECTION C
RIVERSIDE COUNTY STD. 91 (MODIFIED URBAN ARTERIAL HIGHWAY)
N.T.S.



SECTION G
N.T.S.



SECTION D
RIVERSIDE COUNTY STD. 91 (MODIFIED URBAN ARTERIAL HIGHWAY)
N.T.S.

DIGALERT
Call 2 Working Days Before You Dig!
811

BENCHMARK:
BM No. C-3-1-1965
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ELEV. 2636.329', NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
714-685-6860
Civil Engineering/Land Surveying/Land Planning
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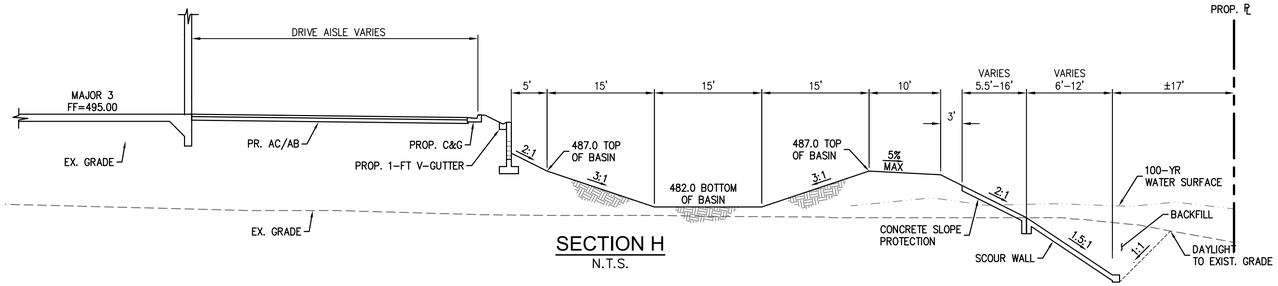
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
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CITY OF BEAUMONT, CALIFORNIA
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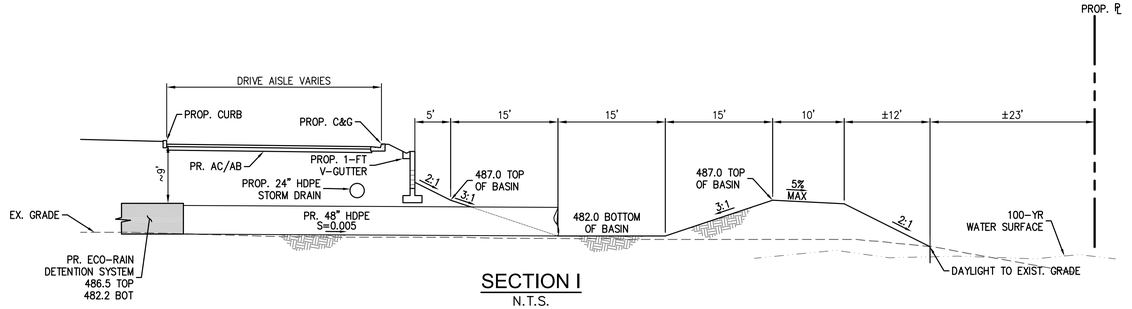
SHEET 14 OF 15 SHEETS
FILE NO:

SECTIONS

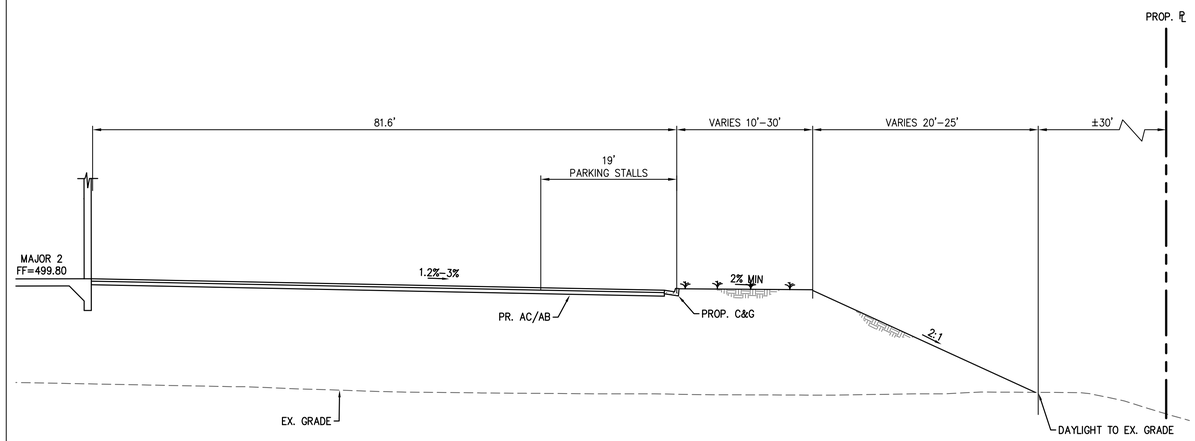
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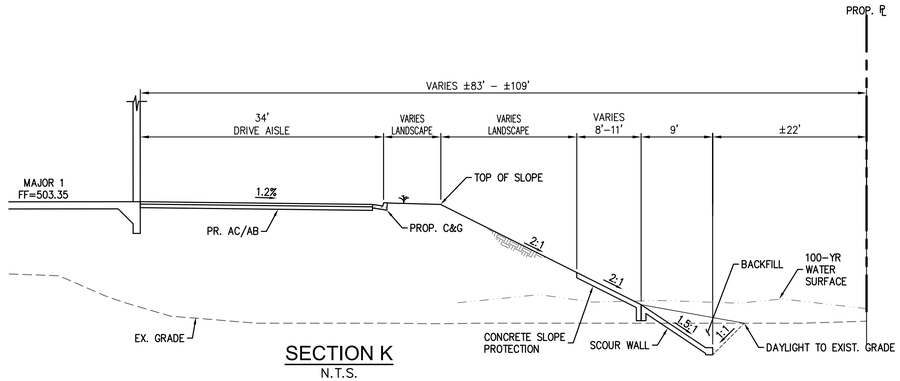
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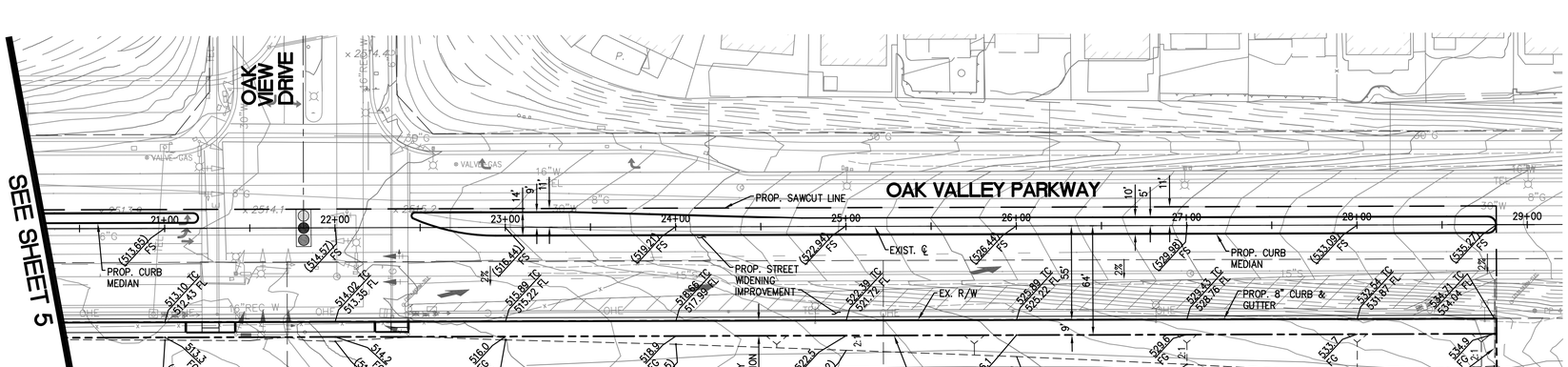
SECTION I
N.T.S.



SECTION J
N.T.S.



SECTION K
N.T.S.





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CITY of BEAUMONT
CALIFORNIA
INC.NOV.16.1912

Reviewed By: _____ Date: _____
Staff Engineer

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Administrative Engineer

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City Engineer/Director of Public Works

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Oak Valley Village

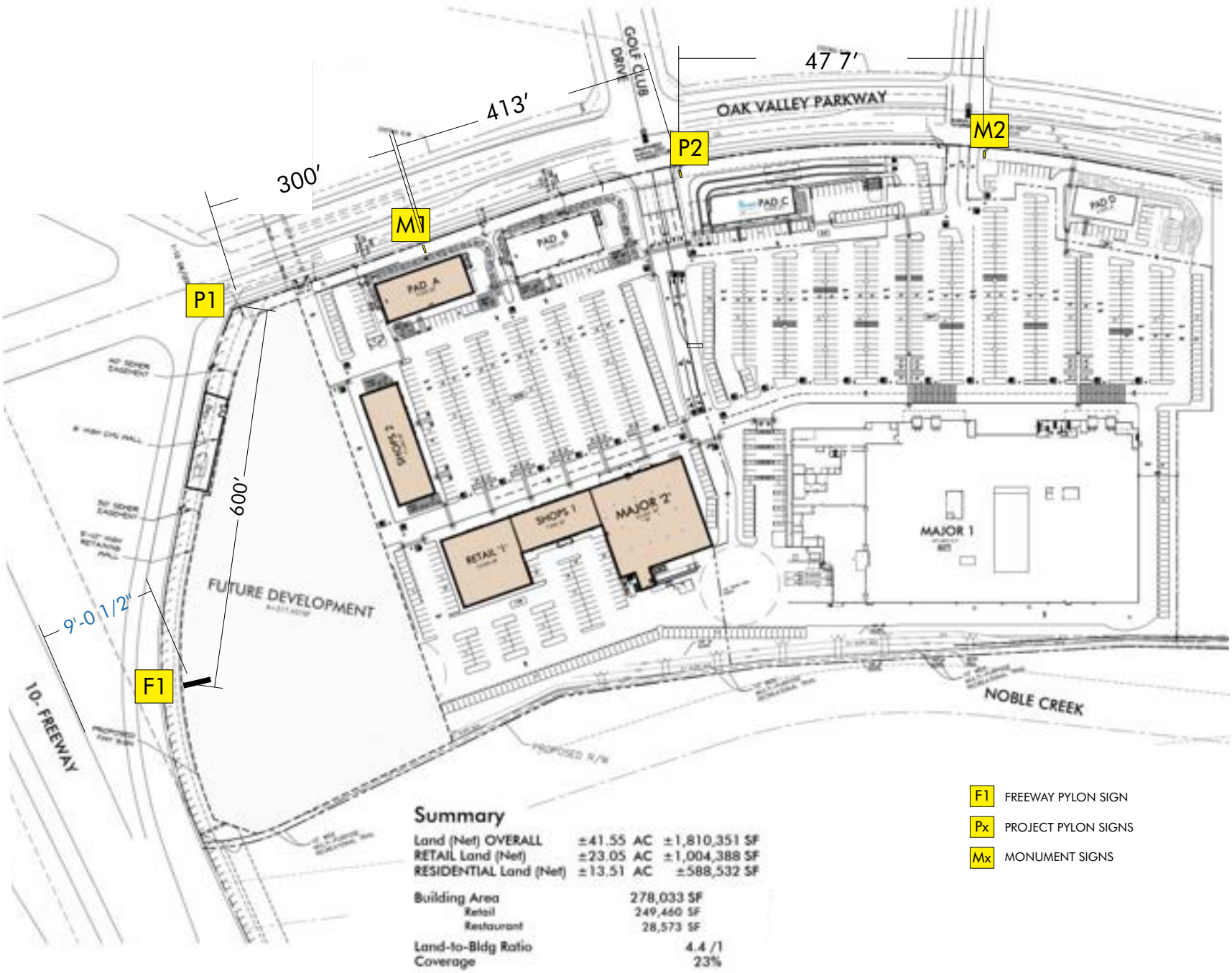
Beaumont, CA

Master Sign Program

Rev 3-17-25

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Summary

Land (Net) OVERALL	±41.55 AC	±1,810,351 SF
RETAIL Land (Net)	±23.05 AC	±1,004,388 SF
RESIDENTIAL Land (Net)	±13.51 AC	±588,532 SF

Building Area	278,033 SF
Retail	249,460 SF
Restaurant	28,573 SF
Land-to-Bldg Ratio	4.4 /1
Coverage	23%

- F1 FREEWAY PYLON SIGN
- Px PROJECT PYLON SIGNS
- Mx MONUMENT SIGNS

Preface

This document establishes guidelines and criteria for the design, implementation, and regulation of commercial tenant identity signs at the Oak Valley Village, Beaumont, CA

The regulations of this criteria are in addition to those set forth in the planning and zoning regulations of the Chapter 17.07 of the Beaumont Municipal Code and do not convey any rights not otherwise granted under the regulations and procedures contained therein, except as provided herein.

This tenant sign program has been developed to compliment the design intent of the architecture, and provide a smaller scale of design detail and color that adds vibrancy and character to the project as well as identifying the project's amenities and tenants.

Sign Area allowances are determined by lease space frontage width. This allows for future flexibility - if the lease areas change, so may their sign allowances and locations.

Objectives

The objectives of this sign criteria are:

To generate creative and tasteful signage that enhances the development's image and compliments architectural elements. To provide signage that is functional and effectively serves the identification needs of the development and its tenants. To facilitate the review and approval process for signage by providing guidelines and criteria that constitute standards of acceptability for signs at the development.

Enforcement

All conditions of approval shall be consistent with approved exhibits and enforced by the Beaumont Department of Building and Safety.
Conformity with this criteria will be enforced by the Owner/Landlord. Any non-conforming or unapproved sign will be brought into conformity at the expense of the Tenant.

General Provisions

1. All sign types will require written approval of the Owner/Landlord. Prior to manufacture of any sign on site, the Tenant shall submit to Owner/Landlord for approval, one set of detailed shop drawings. These drawings shall include the building elevations to which the signs are to be attached, specific details indicating sign materials, dimensions, graphics, location, colors, and method of attachment. Drawings are to be submitted via e-mail in PDF format.

2. All signs shall be reviewed for conformance with this criteria and overall design quality. Approval or disapproval of sign submittals based on aesthetics of design shall remain the right of the Owner/Landlord. In addition to written Owner/Landlord approval, all signage will require permits prior to installation, by the Beaumont Department of Building Safety and comply with all applicable provisions of the Beaumont Municipal Code.

3. Each tenant shall pay all costs for their signs including design, manufacture, installation, maintenance and permits.

4. Each Tenant shall be fully responsible for and repair any damage to any surface caused by the signage or its installation.

5. Owner/Landlord reserves the right to periodically hire an independent electrical engineer, at Tenant's sole expense, to inspect the installation of all Tenant's signs. Tenants will be required for sign removals, or discrepancies not corrected within fifteen (15) days of notice, may be corrected by the Owner/Landlord at Tenant's expense.

6. Tenant's sign contractor shall carry workman's compensation and public liability insurance against all damage suffered or done by any and all persons and/or property while engaged in the construction or erection of signs in the amount of $2,000,000 per occurrence. Evidence of this insurance must be provided to Owner/Landlord prior to installation naming the Owner/Landlord, or other party as may be required, as additionally insured.

7. Upon vacancy, Tenant shall remove sign and restore fascia to original condition at Tenant's sole cost and expense within fifteen (15) days of expiration of term or earlier termination of Tenant's lease.

Sign Design Criteria

The following are general guidelines to be used in the development of all signage and graphic elements:

1. Signs shall be designed in a manner that is of high quality. In addition, signs should be compatible with and complementary to adjacent facades.

2. Notwithstanding the maximum square footages specified for copy area allowance, signs and typography in all cases shall appear balanced and in scale within the context of the sign space and the building as a whole. Signs shall be centered horizontally and vertically over each Tenant space unless otherwise directed by Owner/Landlord. Signs shall not exceed 80% of the height of the fascia, or 70% of the length of the architectural feature of facade that signs is to be placed on, or unless otherwise specified in this document.

3. Signage and environmental graphics should be conceived as an integral part of the design, and not applied as an afterthought.

4. Primary storefront identification shall be limited to Tenant's trade name, as approved in the lease, or as otherwise approved in writing. Major tenants may have secondary signage with product/service as approved by landlord.

5. All signs should fit comfortably into their storefront architecture, leaving sufficient margins and negative space on all sides. Thickness, height, and colors of sign lettering and graphics should be visually balanced and in proportion to other signs on the building.

6. Wherever possible, the tenant's primary identity sign should be placed centered above the tenant's primary public entrance door(s).

7. The height to the top of any wall sign cannot exceed the lowest roof eave of the building upon which it it placed. Final location of sign placement shall be designated by Owner/Landlord.

8. All illuminated signs must be controlled by a tenant provided time clock and photo cell, illuminated during general operating hours as defined by the Owner/Landlord unless otherwise agreed.

9. All signs shall be presented to the Owner/Landlord for approval prior to commencement of fabrication.

10. All signage lighting should be baffled or concealed. Light leaks will not be permitted. Lighting cannot glare into an adjacent property.

11. Exposed signage lamps and fixtures are subject to approval by the Owner/Landlord and their architect and will be subject to approval by the Beaumont Planning Department.

12. Tenant signs that incorporate logos, business identities and/or images denoting the type of business, shall be encouraged. Logo design and color to be approved by Owner/Landlord.

13. Wall signs shall be pegged from wall 1/2" minimum to allow for drainage. The maximum depth of any wall sign cannot exceed 5".

14. Signs shall be mounted without visible means of attachment, as shown and described on the shop drawings and is approved by Owner.

15. All logo images and typestyles shall be accurately reproduced. Lettering that approximates typestyles will not be accepted. The Owner/Landlord reserves the right to reject any fabrication work deemed to be below standard.

Sign Construction & Maintenance

1. All signs and their installation shall comply with all applicable State building and electrical codes, and bear the UL label or equivalent.

2. Tenant's sign contractor shall completely install and connect sign display and primary wiring at sign location per Owner/Landlord's approval.

3. All penetrations of exterior fascia are to be sealed watertight, and finished to match adjacent material.

4. All signs shall be kept in good condition, free of corrosion, be legible, adequately repaired and maintained by the Tenant thereof at all times. All repairs shall be equal in quality and design to the original signs. The standards for maintenance and repair of signs shall be that which will assure the highest quality consistent with new class A office and retail construction.

Prohibited Sign Types
Per Beaumont Sign Ordinance Chapter 17.07.070

1. Roof signs;
2. Flashing signs, except time and temperature signs;
3. Animated signs;
4. Revolving signs;
5. Portable signs;
6. Off-site commercial signs on permanent structures;
7. Signs blocking doors or fire escapes;
8. Light bulb strings and exposed tubing, except for temporary uses such as Christmas tree lots;
9. Banners, flags, pennants and balloons, except as allowed under subsection B above
10. Inflatable signs or signs designed to be air activated, floated or flown, including balloons used for commercial advertising purposes, kites or other serial signs that are made of any electrically conducive material;
11. Signs, posters and advertisements attached to utility poles;
12. Exposed raceways; and
13. Billboards, except for relocated billboards.

In addition, the owner/landlord will impose the following restrictions:
- Internally Illuminated boxed or cabinet type signs. Cabinet signs will not be considered unless they are less than 10% of the total sign area, and one part of Tenant's logo only.
- Cloth, paper, cardboard, foamcore, gatorboard, stickers, or decals.
- Temporary signs such as, but not limited to: banners, streamers and inflatable advertising devices or balloons (except for special sale events) and grand opening signs as permitted by the Owner/Landlord).
- Painted window signs on either side of the glass, except where specifically approved by the Owner/Landlord.
- Exposed junction boxes, transformers, lamps, tubing, conduit, raceways or neon crossovers of any type.
- Sign manufacturer's names, stamps, or decals visible from the street or normal pedestrian viewing angles.
- Exposed fastening devices, unless integral to the sign's design intent.
- Simulated materials (i.e. wood grained plastic laminates) or wall covering.
- Any type of banner with a tenant listing or advertisement.
- Gooseneck lamps in conjunction with wall signs.
- Any sign that is not in conformance with this Program.

Acceptable Tenant Sign Types

Location per signable area on elevation plans. Use of the material, finish and color palette offered by Owner/Landlord.

Sign Type 1 - Tenant Wall Signage

Tenant signs in landlord-designated areas shall be comprised of channel letters fabricated as either plex faced with internal LED illumination, or as aluminum reverse channel with halo illumination, or a combination of both face and halo illumination. Logo boxes may have lit graphics pushed thru an aluminum face, and may also include reverse halo illumination. Tenant may propose their brand colors or logo graphics for vinyl face graphics and painted return colors, subject to landlord approval. Acrylic faced cabinets are not allowed.

Wall signs may include a flat contrasting background panel behind the lettering as an integral part of the design. Exposed raceways are not allowed. Cabinets shall be allowed only if an unusual shape not condusive to channel letter fabrication methods. Foam letters are not allowed. A maximum of (3) colors. typefaces, or sizes are allowed for any non-trademarked use.

Area shall be calculated using 4 straight lines to enclose the primary area plus rectangular portions will be added to any appendages that exceed the primary area which include ascenders, descenders, symbols, logos, images together with all framing and background material . The allowed area shall not exceed 70% in width or height of the signable area. Wall signs shall not exceed one square feet for each one foot of building frontage.

Depth of wall signs (projection from the face of building that sign is mounted on) shall not exceed 5" and cannot project over public alleys, driveways or any above grade parking areas.

Sign Type 2 - Tenant Window Signs

Window signs may be used to display a store name, store logo, hours and security information not to exceed 10% of (glass) area and is subject to Owners Approval. One window sign is allowed per each 3 linear feet of window, each window is calculated separately.

Store hours signs are permitted only at front door or in glass adjacent to front door not to exceed 3 square feet.

Freestanding Signs

F1: One freeway pylon sign of 60' height and 300sf max sign area per side. Copy is face lit channel letters.

P1 & P2: Two pylon signs of 20' height and 100sf max sign area.

M1-M2: Two monument signs of 6' height and 30sf max sign area.

On P pylon and M monument signs, no plastic face panels are allowed. Face panels must be metal with push thru acrylic copy.

Miscellaneous

Promotional Activity Banner

Subject to Landlord approval and obtaining a temporary banner permit from the City, new businesses may mount a temporary "Grand Opening" or "New Business" banner on their storefront up to 100 SF in size or 1 SF per linear foot of lease frontage, whichever is less. Temporary signs can remain in place for a period of up to 90 days in a calendar year and is not renewable. Banner length cannot exceed 3 x the banner height.



Major 2

North Elevation



Shops 1

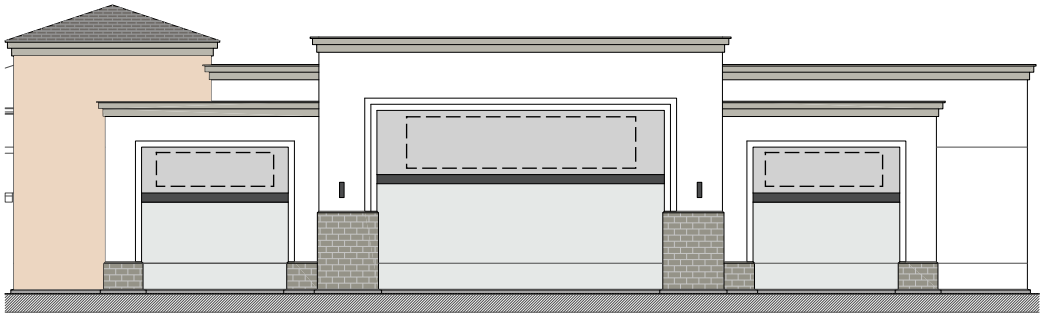
Retail 1

North Elevation (cont.)



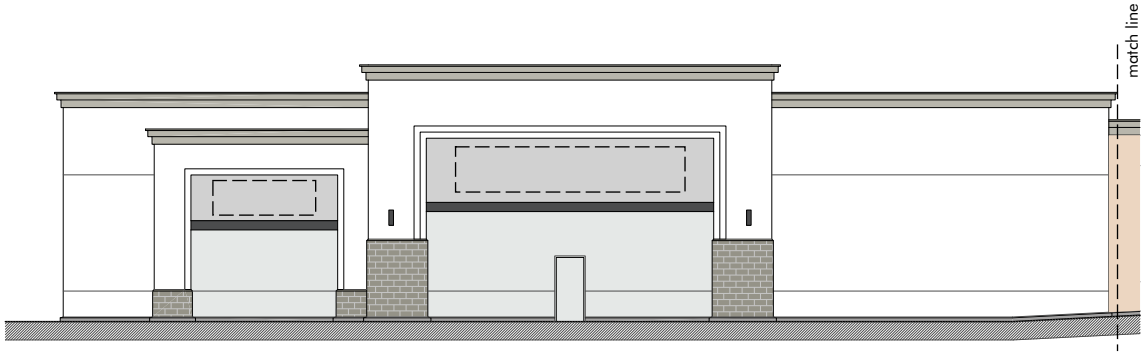
Major 2

East Elevation



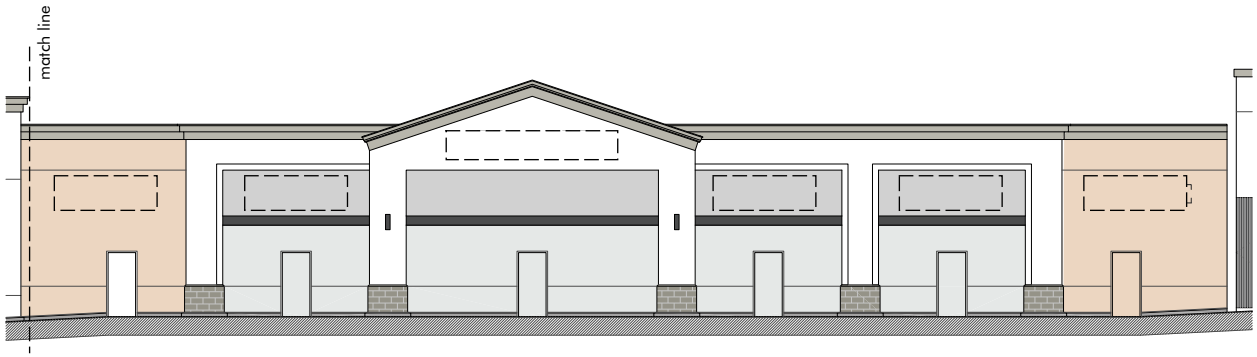
Retail 1

West Elevation



Retail 1

South Elevation



Shops 1

South Elevation (cont.)



East Elevation



West Elevation



North Elevation



South Elevation



South Elevation



North Elevation



East Elevation



West Elevation

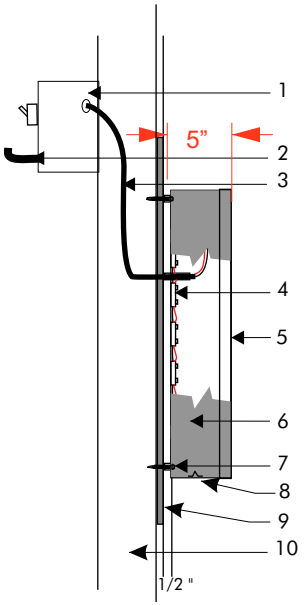
NOT TO EXCEED 70% OF LEASE FRONTAGE
OR ARCHITECTURAL AREA

TENANT NAME

MAX 80% OF
FASCIA HEIGHT

Type 1 - Tenant Wall Mounted Sign

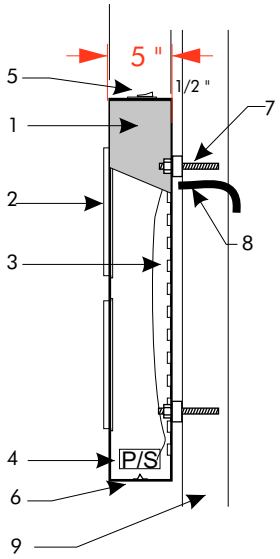
1. Each tenant is allowed one sign per storefront elevation per elevation exhibits. Max 4 signs per tenant.
2. Maximum area of signage is not to exceed 1 sf per linear foot of lease frontage.
3. The maximum overall sign height is 80% of vertical fascia height at sign location.
4. The maximum width of sign is 70% of lease width or of sign fascia on which sign is affixed.
5. Signs may be plex face, reverse channel halo or combination of both.
6. If a logo is included, max size of logo is 36".
7. Disconnect switch and all labels to be located on top of sign.
8. Drain holes to be baffled with no light leaks.



Opt 1 - Wall-Mounted Channel Letters Section

Not to Scale

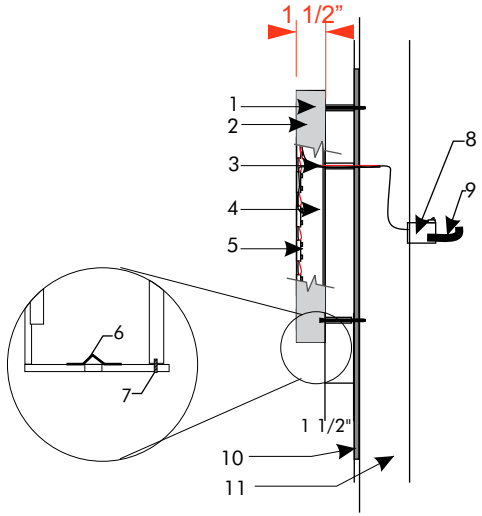
1. Class II Remote Transformer With Disconnect Switch
2. Incoming Dedicated Primary Circuit (By Others)
3. Low voltage wire thru spacer
4. 6000K LED Modules
5. 3/16" Plexiglas face with 3/4" trim cap and screws
6. 5" Max. Deep Aluminum Channel Letter
7. #10 Screws and shields with 1/2" spacers painted to match storefront or background panel (TYP 3 Per Letter)
8. Drain holes to be baffled with no light leaks
9. Aluminum Background Panel (Optional)
10. Wall



Push Thru Plex Cabinet (Logo Only)

Not to Scale

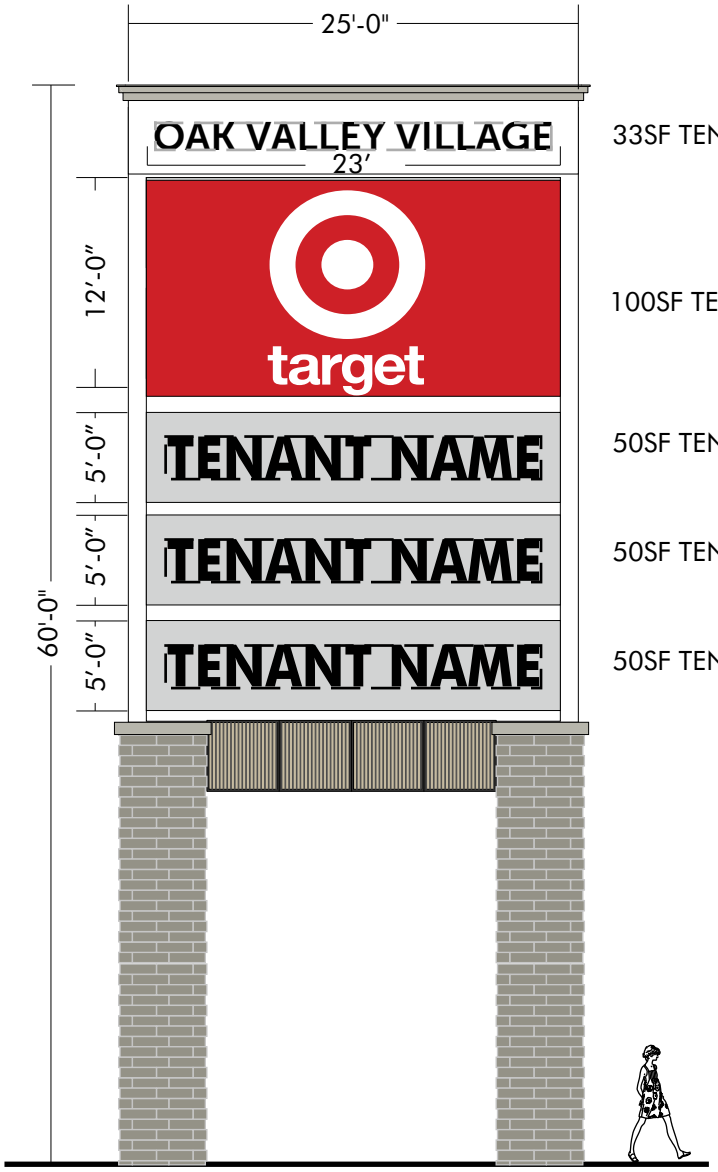
1. LED illuminated cabinet (Max 5" depth)
2. 1/2" thick minimum, milk white push thru acrylic with vinyl face colors.
3. 6000K white LED internal illumination
4. Class II LED power supply
5. Disconnect Switch
6. Drain holes to be baffled with no light leaks
7.. #10 Screws and shields with 1/2" spacers painted to match storefront or background panel.
8. Incoming Dedicated Primary Circuit (By Others)
9. Wall



Opt 2 - Reverse Channel Letters Section

Not to Scale

1. 1.5" long spacer painted to match wall or background panel for mounting studs and power cord jump
2. 1.5" deep aluminum reverse channel letter
3. Low voltage wire thru spacer
4. Clear Lexan back with white diffuser film
5. 6000K LED modules
6. Weep hole with baffle
7. #6 Set Screws, flush and painted to match return
8. Remote Class 2 LED power supply with disconnect
9. Incoming primary circuit by others
10. Aluminum Background Panel (Optional)
11. Wall



33SF TENANT NAME

100SF TENANT NAME

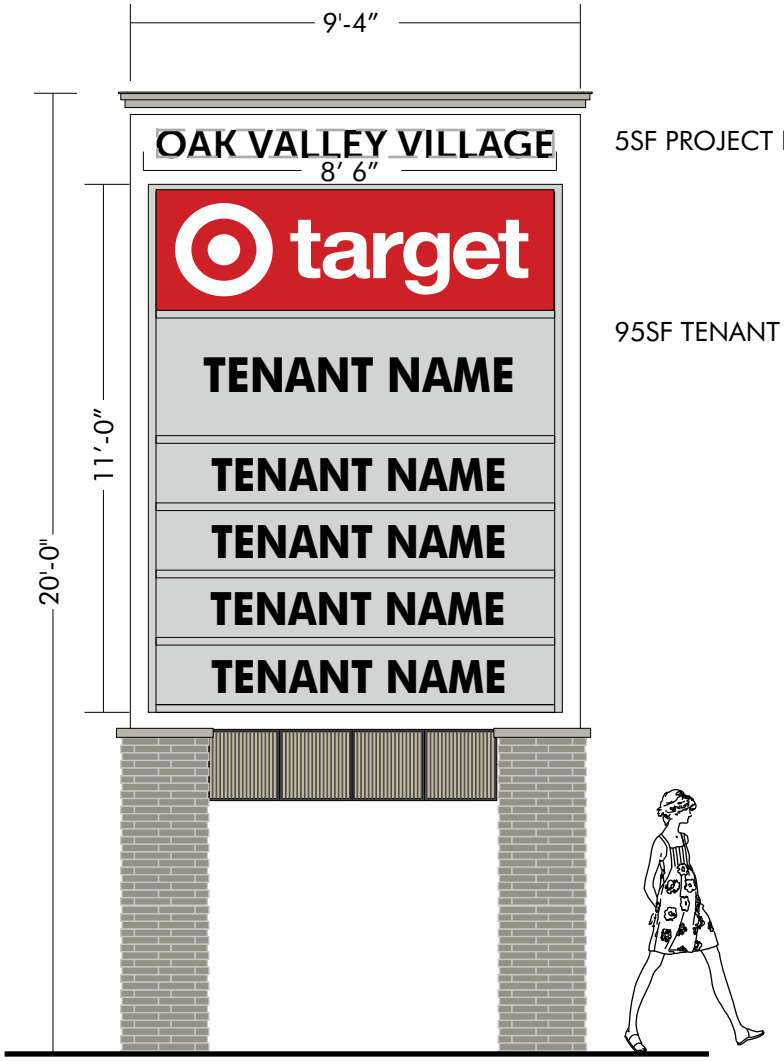
50SF TENANT NAME

50SF TENANT NAME

50SF TENANT NAME

Sign F1 - Freeway Pylon Sign - 300SF MAX
Scale 3/32" = 1' 0"

Aluminum sign cabinets with texcote finish and brick column wraps per building details. Aluminum panels with individual channel letters for tenant names.

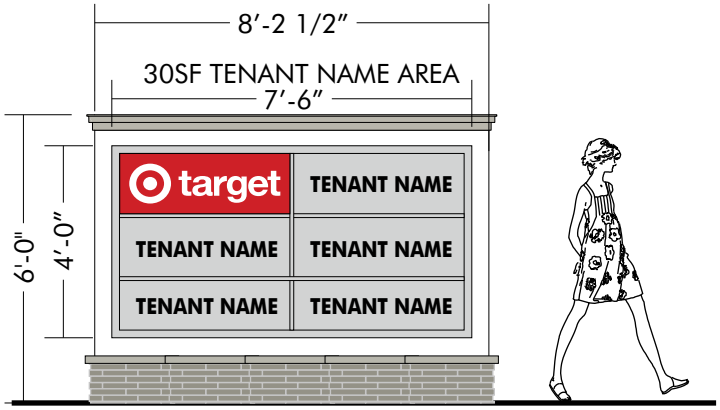


5SF PROJECT NAME

95SF TENANT NAME AREA

Sign P1-P2 - Project ID Pylon Sign - 100SF MAX
Scale 1/4" = 1' 0"

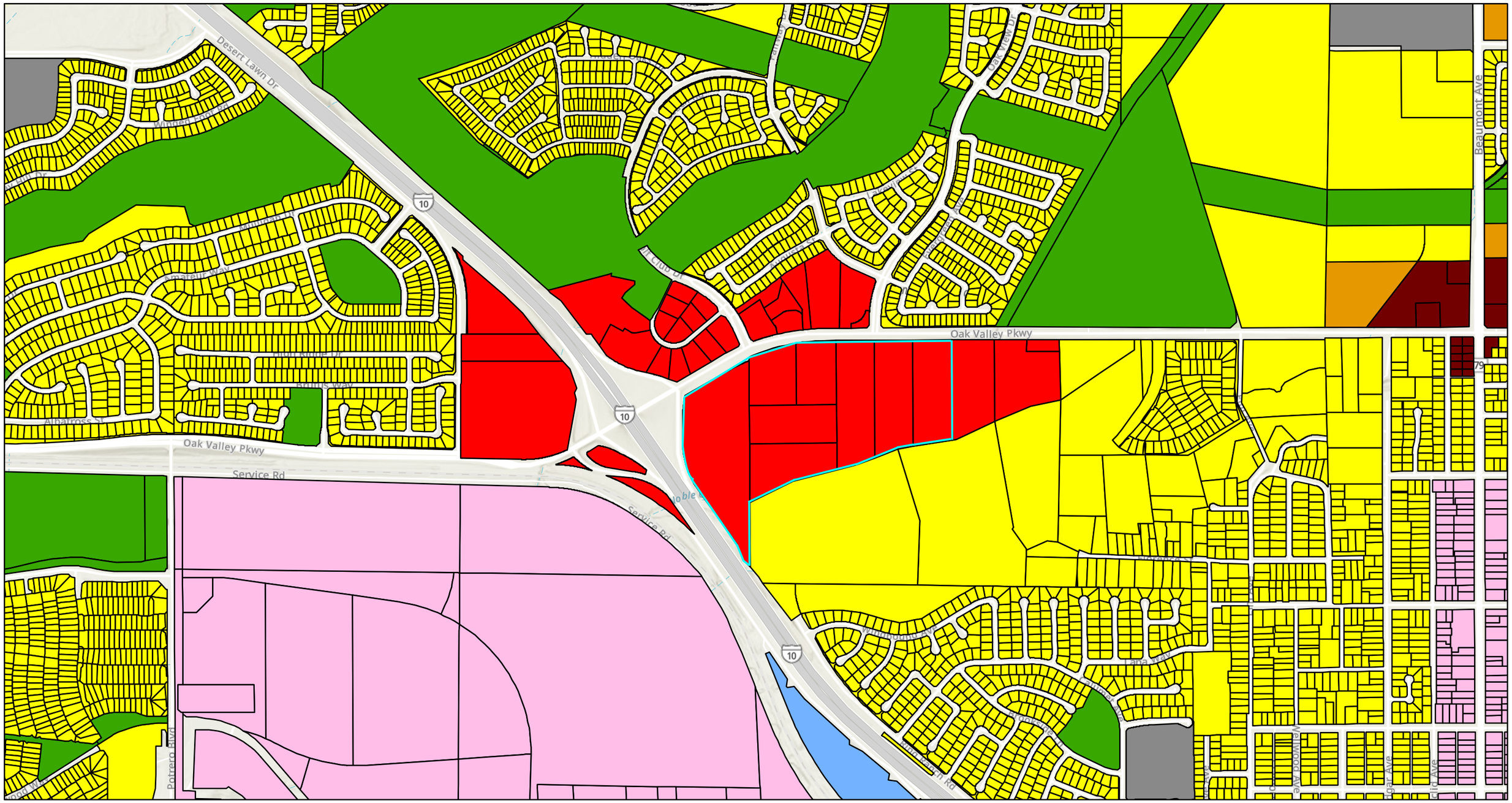
Aluminum sign cabinets with texcote finish and brick column wraps per building details. Aluminum panels with push thru plex lettering and internal LED illumination.



Sign M1-M2 - Tenant Monument Signs - 30SF MAX
Scale 1/4" = 1' 0"

Aluminum sign cabinets with texcote finish and brick column wraps per building details. Aluminum panels with push thru plex lettering and internal LED illumination.

PP2024-0059 General Plan Land Use Designation Map



5/16/2025, 8:50:36 AM

General Plan

- Single Family Residential
- Downtown Mixed Use
- Open Space
- Industrial
- General Commercial
- Neighborhood Commercial
- High Density Residential
- Urban Village
- Public Facilities

World_Hillshade

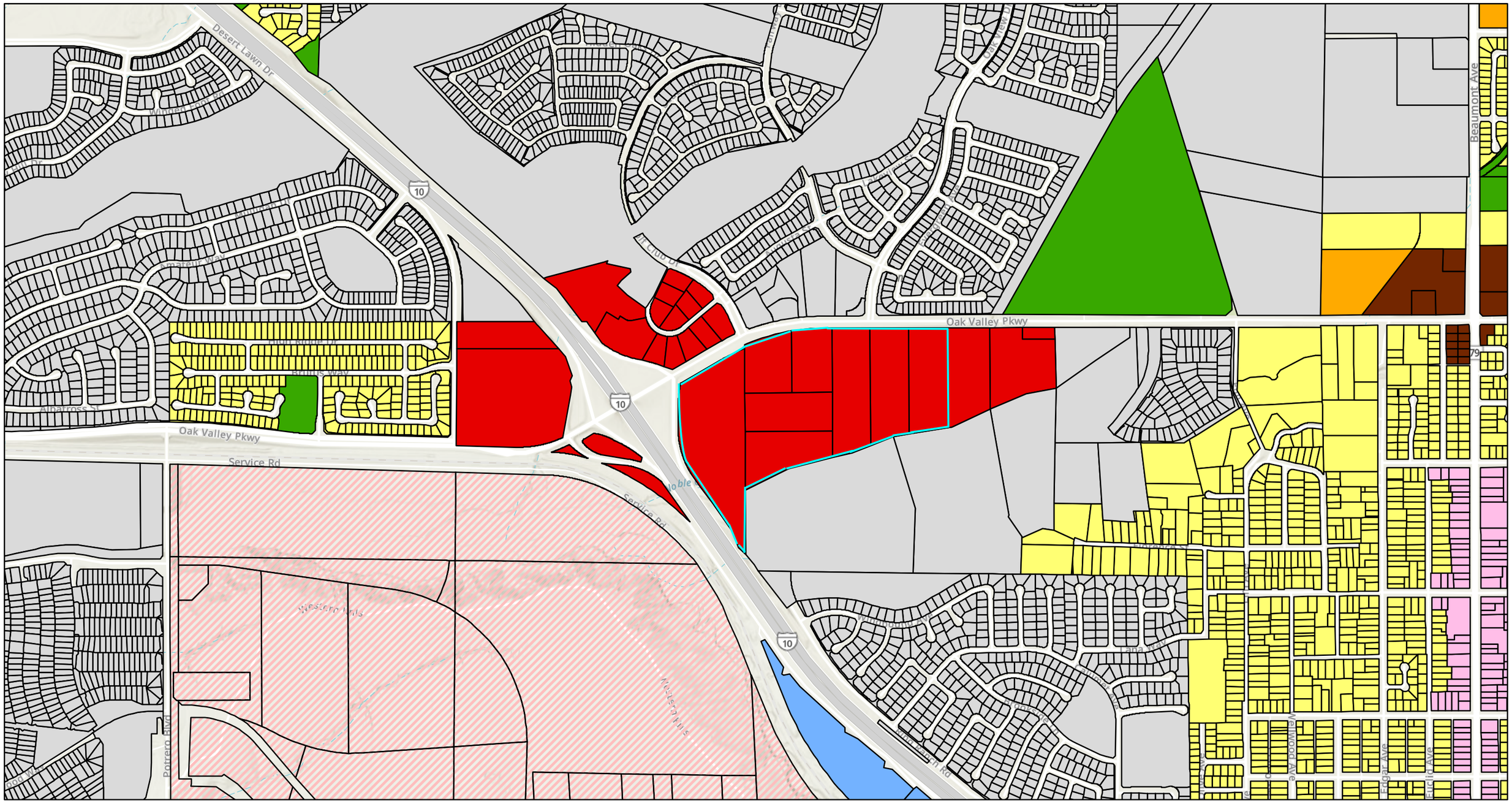
1:12,677

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

PP2024-0059 Zoning Map



5/16/2025, 8:37:36 AM

1:12,677

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

Zoning

- Beaumont Mixed Use
- Commercial Neighborhood
- Community Commercial
- Manufacturing
- Recreation/Conservation
- Residential Multiple Family
- Residential Single Family
- Specific Plan
- Urban Village
- World_Hillshade

Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

PP2024-0059 Aerial Photograph





Legend

- County Boundary
- City Boundaries
- Parcels, Public
- Blueline Streams
- City Areas

0 752 1,505 Feet

IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

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March 14, 2025

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LLG Reference: 2.25.4911.1

Subject: **Parking Demand Analysis for the Proposed Oak Valley Village Project**
Beaumont, California

Dear Mr. Sanchez:

As requested, Linscott, Law & Greenspan, Engineers (LLG) is pleased to submit this Parking Demand Analysis for the proposed Oak Valley Village Project (hereinafter referred to as Project). The Project site is located on the southwest quadrant of the I-10 Freeway and Oak Valley Parkway in the City of Beaumont, California. The proposed Project will consist of a mixed-use commercial shopping center development. ***Figure 1***, located at the rear of this letter report, presents a Vicinity Map, which illustrates the general location of Oak Valley Village, the specific location of the project site, and depicts the surrounding street system.

Based on our understanding, a parking study has been required by the City of Beaumont to evaluate the parking requirements of the proposed development. This report evaluates those needs based on application of City code, *ULI Parking Requirements for Shopping Centers* (2nd Edition), and further application of the Urban Land Institute's (ULI) *Shared Parking* methodology.

Our method of analysis, findings, and recommendations are detailed in the following sections of this report.

PROJECT DESCRIPTION

The proposed Oak Valley Village Project will consist of an 279,941 square-foot (SF) community shopping center, which will include 100,244 SF of retail uses, a 147,624 SF Target store, 17,000 SF casual/fine dining restaurant uses, and 15,073 SF fast-food restaurant uses with four (4) drive-through restaurants. ***Figure 2*** presents the proposed site plan and depicts the associated parking area. At completion of the Project, Oak Valley Village will provide a total parking supply of 1,279 parking spaces.

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Keil D. Maberry, PE
KC Yellapu, PE
Dave Roseman, PE
Shankar Ramakrishnan, PE
An LS2WB Company Founded 1966

PARKING SUPPLY-DEMAND ANALYSIS

The parking analysis for the proposed Oak Valley Village Project involves determining the expected parking needs, based on the size and type of existing and proposed development components versus the parking supply. In general, there are several methods that can be used to estimate the site's peak parking needs. The methods used in this analysis include:

1. Application of City code requirements (which typically treats each tenancy type as a "stand alone" use at maximum demand).
2. Application of Industry parking reference material contained in *ULI Parking Requirements for Shopping Centers* (2nd Edition).
3. Application of *ULI Shared Parking* (3rd Edition) usage patterns by time-of-day (which recognizes that the parking demand for each tenancy type varies by time of day and day of week). The shared parking analysis starts with a code calculation for each tenancy type.

The Industry reference material is appropriate given that it specifically addresses shopping center parking demand and the shared parking methodology is concluded to be applicable to a development such as Oak Valley Village because the individual land use types (i.e. retail, restaurant, discount store, etc.) experience peak demands at different times of the day.

CITY CODE PARKING REQUIREMENT

To determine the number of parking spaces required to support the proposed Project, the parking demand was first calculated using parking code requirements per the *City of Beaumont Municipal Code – Chapter 17.05 - OFF-STREET PARKING AND LOADING STANDARDS; Section 17.05.040 - Parking requirements for land uses.* The following parking ratios were used to determine the required parking:

- *Retail Uses = 1 space per 200 sf gross floor area*
- *Restaurants, Fast Food = 1 space for every 100 sf of gross floor area, but not less than 10 spaces*
- *Restaurants, Sit-Down = 1 space for every 100 sf of gross floor area, but not less than 10 spaces*

Table 1 summarizes the parking requirements for the Oak Valley Village Project based on the *City of Beaumont Municipal Code*. As shown, application of the above-referenced parking code ratios to the development totals results in a code-parking

requirement of ***1,560 space***s. With a proposed on-site parking supply of 1,379 spaces, a theoretical parking ***Deficiency of 181 spaces*** is forecast.

However, given that there is specific ULI data regarding shopping center uses, utilizing this information as a reference to determine the expected parking demand is applicable and appropriate for this Project. In addition, the specific tenancy mix of the proposed Oak Valley Village Project provides an opportunity to share parking spaces based on the utilization profile of each included land use component. The following sections calculate the parking requirements for the proposed Project based on *ULI Parking Requirements for Shopping Centers* (2nd Edition) and the shared parking methodology approach consistent with *ULI Shared Parking* (3rd Edition).

PARKING REFERENCE MATERIAL ANALYSIS

The Urban Land Institute (ULI) has developed a parking reference manual for shopping center developments based on empirical data collected at existing shopping centers throughout the United States. *ULI Parking Requirements for Shopping Centers* – Summary Recommendations and Research Study Report (2nd Edition) provides key recommendations for recommended parking supply ratios for shopping centers based on the size of the centers and percentage of restaurant, entertainment, and/or cinema space within the development. Specifically, Chapter 2 of the report presents a set of recommendations for parking supply based on center size and makeup. *Table 1* within Chapter 2 on page 3 of the report (see attached in ***Appendix A***) presents the recommended number of parking spaces per 1,000 square feet of gross leasable area (GLA). This recommended provision of parking spaces will provide the typical shopping center with sufficient parking to serve the parking needs of customers and employees at the 20th busiest hour of the year. The recommended parking ratios in *Table 1* exclude centers in which 20 percent or more of occupied GLA is composed of restaurant, entertainment, and/or cinema space, whereas the appropriate number of parking spaces for these centers should be based on shared parking. The data analyzed in this study suggest that for neighborhood and community center, the recommended ratio may be as low as 3.7 spaces per 1,000 SF of GLA provided that additional spaces are available for restaurant, entertainment, and/or cinema use. However, to be conservative, a base ratio of 4.0 spaces per 1,000 SF is utilized.

As shown in *Table 1*, when restaurant, entertainment, and/or cinema space combine to equal 11 to 20 percent of the total GLA [Oak Valley Village is 11.46% (32,073 SF restaurant ÷ 278,941 SF total = 11.46%], a linear increase of 0.03 spaces per 1,000 SF for each percent above 10 percent should be calculated for centers less than 400,000

SF. Therefore, based on a 11.46% of restaurant, entertainment, and/or cinema space for the proposed Oak Valley Village development, the recommended parking supply ratio for the proposed Project equates to 4.0438 spaces per 1,000 SF (1.46 x 0.03 = 0.0438 + 4.0 = 4.0438). As a result, at a recommended parking supply ratio of 4.0438 applied to the total Project square footage of 279,941 SF, the minimum recommended parking supply for the proposed Oak Valley Village Project is 1,132 parking spaces. With a proposed parking supply of 1,379 parking spaces, adequate parking will be provided for the proposed Oak Valley Village Project.

SHARED PARKING ANALYSIS

According to the Urban Land Institute's (ULI's) *Shared Parking* 3rd Edition publication, shared parking is defined as a parking space that can be used to serve two or more individual land uses without conflict or encroachment. The ULI *Shared Parking* publication provides hourly parking accumulation rates for retail and restaurant uses, as well as other uses to include discount store, etc. expressed as a percentage of the peak demand for the day.

Shared Parking Methodology

Accumulated experience in parking demand characteristics indicates that a mixing of land uses results in an overall parking need that is less than the sum of the individual peak requirements for each land use. Due to the proposed mixed-use characteristics of the site, opportunities to share parking can be expected. The objective of this shared parking analysis is to forecast the peak parking requirements for the Project based on the combined demand patterns of different tenancy types at the site.

Shared parking calculations recognize that different uses often experience individual peak parking demands at different times of day, or days of the week. When uses share common parking footprints, the total number of spaces needed to support the collective whole is determined by adding parking profiles (by time of day for weekdays versus weekend days), rather than individual peak ratios as represented in the City's Municipal Code. In that way, the shared parking approach starts from the City's own code ratios and results in the "design level" parking supply needs of a site.

It should be noted that the "demand" results of the shared parking calculation are intended to be used directly for comparison to site supply. No further adjustments or contingency additions are needed because such contingencies are already built into the peak parking ratios and time of day profiles used in the calculation.

There is an important common element between the traditional "code" and the shared parking calculation methodologies; the peak parking ratios or "highpoint" for each land use's parking profile typically equals the "code" parking ratio for that use. The analytical procedures for shared parking analyses are well documented in the *Shared Parking, 3rd Edition* publication by the Urban Land Institute (ULI).

Shared parking calculations for the proposed Project utilize hourly parking accumulations developed from field studies of single developments in free-standing settings, where travel by private auto is maximized. These characteristics permit the means for calculating peak parking needs when land use types are combined. Further, the shared parking approach illustrates how, at other than peak parking demand times, an increasing surplus of spaces will service the overall needs of the center.

Shared Parking Ratios and Profiles

The hourly parking demand profiles (expressed in percent of peak demand) utilized in this analysis and applied to the Project are based on profiles developed by the Urban Land Institute (ULI) and published in *Shared Parking, 3rd Edition*. The ULI publication presents hourly parking demand profiles for several general land use categories, inclusive of the following four (4): retail, fine/casual dining, fast-food restaurant, and discount store. These profiles of parking demand have been used directly, by land use type, in the analysis of this site.

One of the components of the project is retail space; the ULI retail use profiles are applied directly. In doing so, there is an intermediate step in expressing ULI profiles as a percentage of the week-long peak, thus arriving at a weekday profile and weekend profile each expressed as a percentage of the baseline parking ratio (ULI actually starts with separate ratios for weekday and weekend day and develops profiles for each accordingly; we have found it more convenient to translate both profiles to a percent of expected maximum demand, which for retail turns out to be on a Saturday). The resulting profiles represent the most likely hourly parking demand profile and are applied to the City's retail parking ratio of 1 space per 200 SF of GFA. Peak demand for retail uses occurs between 12:00 PM and 2:00 PM on weekdays, and 1:00 PM and 3:00 PM on weekends.

The ULI *Shared Parking* publication includes several categories for restaurants. For this analysis, the parking profile for fine/casual dining restaurant and fast-food restaurant were utilized as each of the categories match the restaurant tenant mix of the Project. Like the retail profiles, the restaurant profiles are derived exactly from the ULI baseline and are applied to the City's restaurant parking code ratio of 1 space

per 100 SF of GFA. According to the *Shared Parking* publication, fine/casual dining restaurant uses are shown to experience peak demand between 7:00 PM and 10:00 PM on weekdays and 8:00 PM and 9:00 PM on weekends. Fast food restaurant uses are shown to experience peak demand between 12:00 PM and 2:00 PM on weekdays and weekends.

Lastly, The *ULI* profile for discount store was utilized for the proposed Target store component of the Project. Discount store land uses are shown to experience a peak demand between 12:00 PM and 4:00 PM on weekdays and between 2:00 PM and 5:00 PM on weekends. Given the amount of generally unoccupied area within a typical Target store, the Target's recommended parking code of 1 space per 250 SF was utilized.

Application of Shared Parking Methodology – Proposed Project

Tables 2 and ***3*** present the weekday and weekend shared parking analysis results, respectively for the proposed Oak Valley Village Project. As shown in *Table 2*, the peak parking requirement for the proposed Project during a typical weekday totals *1,238 parking spaces* and occurs at Noon and 1:00 PM. In addition, as shown in *Table 3*, the peak parking requirement for the proposed Project during a weekend day totals *1,316 parking spaces* and occurs at 1:00 PM.

As a result, based on a review of *Tables 2* and *3,* the peak shared parking demand for the proposed Oak Valley Village Project is ***1,316 parking spaces*** and occurs at 1:00 PM on a weekend day. With a proposed on-site parking supply of 1,379 parking spaces, a minimum ***parking surplus of 63 spaces*** is forecast for the Project. It should be noted that the Oak Valley Village Project will also experience a minimum parking surplus of *141 spaces* on a typical weekday.

Appendix b contains the weekday and weekend day shared parking analysis calculation worksheets for the proposed Project.

SUMMARY OF FINDINGS AND CONCLUSIONS

1. The proposed Oak Valley Village Project will consist of an 279,941 square-foot (SF) community shopping center, which will include 100,244 SF of retail uses, a 147,624 SF Target store, 17,000 SF casual/fine dining restaurant uses, and 15,073 SF fast-food restaurant uses with four (4) drive-through restaurants with a parking supply of 1,379 parking spaces (4.93 spaces per 1,000 SF).

2. Application of the City of Beaumont parking code ratios to the proposed Oak Valley Village Project results in a code-parking requirement of 1,560 spaces. With a proposed on-site parking supply of 1,379 spaces, a theoretical parking deficiency of 181 spaces is forecast.

3. Based on *ULI Parking Requirements for Shopping Centers* (2nd Edition) guidance and a 11.46% of restaurant, entertainment, and/or cinema space for the proposed Oak Valley Village development, the recommended parking supply ratio for the proposed Project equates to 4.0438 spaces per 1,000 SF (1.46 x 0.03 = 0.0438 + 4.0 = 4.0438). As a result, at a recommended parking supply ratio of 4.0438 applied to the total Project square footage of 279,941 SF, the minimum recommended parking supply for the proposed Oak Valley Village Project is 1,132 parking spaces. With a proposed parking supply of 1,379 parking spaces, adequate parking will be provided for the proposed Oak Valley Village Project.

4. The peak parking requirement for the proposed Oak Valley Village Project during a typical weekday totals *1,238 parking spaces* and occurs at Noon and 1:00 PM. In addition, the peak parking requirement for the proposed Project during a weekend day totals *1,316 parking spaces* and occurs at 1:00 PM. As a result, the peak shared parking demand for the proposed Oak Valley Village Project is ***1,316 parking spaces*** and occurs at 1:00 PM on a typical weekend day. With a proposed on-site parking supply of 1,379 parking spaces, a minimum ***parking surplus of 63 spaces*** is forecast for the Project. Therefore, we conclude that there is adequate parking on site to accommodate the proposed Oak Valley Village Project.

We appreciate the opportunity to prepare this parking demand analysis for the proposed Oak Valley Village Project. Should you have any questions or need additional assistance, please do not hesitate to call us at (949) 825-6175.

Very truly yours,
Linscott, Law & Greenspan, Engineers



Keil D. Maberry, P.E.
Principal



Attachments



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SOURCE: OPEN STREETS

KEY

= PROJECT SITE

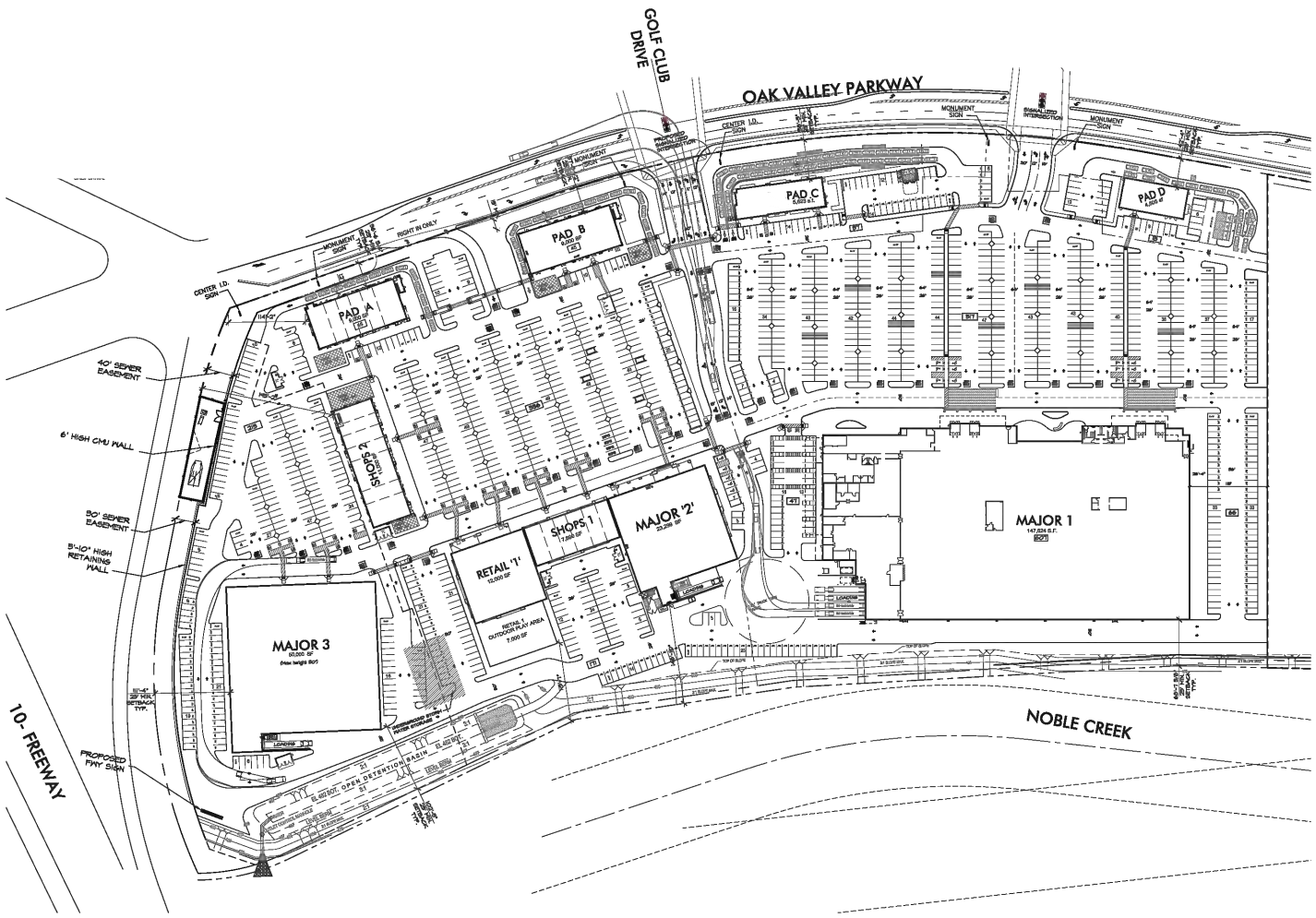
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FIGURE 1

VICINITY MAP

OAK VALLEY VILLAGE, BEAUMONT



SITE SUMMARY

LAND	± 28.95 AC	± 1,260,947 SF
BUILDING AREA		279,941 SF
• RETAIL		247,868 SF
• RESTAURANT		32,073 SF
LAND-TO-BUILDING RATIO		4.5/1
COVERAGE		22.2%

PARKING

• RETAIL (247,868 SF) @ 1/200	1,239 STALLS
• REST. (32,073 SF) @ 1/100	321 STALLS
TOTAL REQUIRED	1,560 STALLS
PARKING PROVIDED	
• STANDARD STALLS (9'X19')	1,328 STALLS
• ACCESSIBLE STALLS	51 STALLS
TOTAL PROVIDED	**1,379 STALLS**
PARKING RATIO	**4.92/1000**

PER BEAUMONT ZONING ORDINANCE, CHAPTER 17.05, SECTION 17.05.040 TABLE 17.05-1

ELECTRICAL VEHICLE CHARGING STATIONS (SVCS) TAB;E 11B-228.3.2.1 CBC 2023

EV PARKING PROVIDED

EV CAPABLE	214 STALLS
EVCS	71 STALLS
• STANDARD ACCESSIBLE	2 STALLS
• VAN ACCESSIBLE	1 STALL
• AMBULATORY	2 STALLS
TOTAL	285 STALLS

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SOURCE: NADEL

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N NO SCALE

FIGURE 2

PROPOSED SITE PLAN

PAK VALLEY VILLAGE, BEAUMONT

TABLE 1
CITY CODE PARKING REQUIREMENT [1]
Oak Valley Village, Beaumont

Land Use	Size		City of Beaumont Code Parking Ratio	Spaces Required
Proposed Tenant Mix				
Retail	100,244	SF	1 space per 200 sf gross floor area	501
Discount Stores/Superstores	147,624	SF	1 space per 200 sf gross floor area	738
Fine & Casual Dining	17,000	SF	1 space for every 100 sf of gross floor area, but not less than 10 spaces	170
Fast-Food Restaurant	15,073	SF	1 space for every 100 sf of gross floor area, but not less than 10 spaces	151
C. TOTAL PARKING CODE REQUIREMENT BASED ON FULL OCCUPANCY				**1,560**
D. PROPOSED PARKING SUPPLY				**1,379**
E. PARKING SURPLUS/DEFICIENCY (+/-) BASED ON FULL OCCUPANCY (D - C)				**-181**

Notes:

[1] Source: City of Beaumont Municipal Code, Chapter 17.05 - OFF-STREET PARKING AND LOADING STANDARDS; Section 17.05.040 - Parking requirements for land uses.

TABLE 2
WEEKDAY SHARED PARKING DEMAND ANALYSIS [1]
Oak Valley Village - Beaumont

Land Use	Retail	Discount Stores/ Superstores (Target)	Fine/Casual Dining	Fast-Food Restaurant	Total Spaces = 1,412 Shared Parking Demand	Comparison w/ Parking Supply 1,379 Spaces Surplus (Deficiency)
Size	100.244 KSF	147.624 KSF	17.000 KSF	15.073 KSF		
Pkg Rate[2]	5 /KSF	4 /KSF	10 /KSF	10 /KSF		
Gross Spaces	501 Spc.	590 Spc.	170 Spc.	151 Spc.		
Time of Day	Number of Spaces	Number of Spaces	Number of Spaces	Number of Spaces		
6:00 AM	13	87	0	11	111	1,268
7:00 AM	34	193	4	17	248	1,131
8:00 AM	79	247	11	32	369	1,010
9:00 AM	169	353	16	46	584	795
10:00 AM	284	406	39	85	814	565
11:00 AM	358	464	71	129	1,022	357
12:00 PM	**451**	**525**	**114**	**148**	**1,238**	**141**
1:00 PM	**451**	**525**	**114**	**148**	**1,238**	**141**
2:00 PM	434	525	103	134	1,196	183
3:00 PM	398	525	67	91	1,081	298
4:00 PM	398	506	80	82	1,066	313
5:00 PM	398	459	116	91	1,064	315
6:00 PM	414	406	142	126	1,088	291
7:00 PM	378	329	148	119	974	405
8:00 PM	317	247	148	76	788	591
9:00 PM	218	169	148	46	581	798
10:00 PM	92	63	142	32	329	1,050
11:00 PM	37	40	113	17	207	1,172
12:00 AM	0	26	40	11	77	1,302

Notes:

[1] Source: ULI - Urban Land Institute "Shared Parking," Third Edition, 2020.

[2] Parking rates for all land uses based on City code, except Target parkng rate based on Target's Standard rate of 4 spaces/1,000 SF.

TABLE 3
WEEKEND SHARED PARKING DEMAND ANALYSIS [1]
Oak Valley Village - Beaumont

Land Use	Retail	Discount Stores/ Superstores (Target)	Fine/Casual Dining	Fast-Food Restaurant	Total Spaces = 1,412 Shared Parking Demand	Comparison w/ Parking Supply 1,379 Spaces
Size	100.244 KSF	147.624 KSF	17.000 KSF	15.073 KSF		
Pkg Rate[2]	5 /KSF	4 /KSF	10 /KSF	10 /KSF		
Gross Spaces	501 Spc.	590 Spc.	170 Spc.	151 Spc.		
Time of Day	Number of Spaces	Number of Spaces	Number of Spaces	Number of Spaces		Surplus (Deficiency)
6:00 AM	14	71	0	10	95	1,284
7:00 AM	35	101	5	17	158	1,221
8:00 AM	160	129	7	32	328	1,051
9:00 AM	276	189	14	47	526	853
10:00 AM	366	277	18	88	749	630
11:00 AM	456	396	40	132	1,024	355
12:00 PM	481	513	91	151	1,236	143
1:00 PM	**501**	**566**	**98**	**151**	**1,316**	**63**
2:00 PM	501	590	84	137	1,312	67
3:00 PM	481	590	84	93	1,248	131
4:00 PM	461	590	84	85	1,220	159
5:00 PM	416	566	112	93	1,187	192
6:00 PM	386	484	155	130	1,155	224
7:00 PM	361	366	163	123	1,013	366
8:00 PM	336	277	170	78	861	518
9:00 PM	266	189	155	47	657	722
10:00 PM	165	71	155	32	423	956
11:00 PM	55	42	151	17	265	1,114
12:00 AM	0	5	85	11	101	1,278

Notes:

[1] Source: ULI - Urban Land Institute "Shared Parking," Third Edition, 2020.

[2] Parking rates for all land uses based on City code, except Target parkng rate based on Target's Standard rate of 4 spaces/1,000 SF.

APPENDIX A

ULI PARKING REQUIREMENTS FOR SHOPPING CENTER EXCERPTS

Parking Requirements

for Shopping Centers

Summary Recommendations and Research Study Report

Second Edition

A Survey Study Conducted by Walker Parking Consultants
under the Direction of ULI–the Urban Land Institute and
the International Council of Shopping Centers

Urban Land Institute

International Council of Shopping Centers

CHAPTER 2

Key Recommendations

This report presents a set of base recommendations for parking supply based on center size and makeup. An analysis of the survey data shows that these independent variables do not significantly affect the required parking supply:

- Geographic area
- Urban versus suburban setting
- Large city versus small city.

On the other hand, the amount of parking needed at a shopping center is affected by these variables:

- Proportion of restaurant, cinema, and entertainment land uses
- Percent of nonauto travel to the center
- Treatment of employee parking during shopping peaks
- Size of the center.

Adjustment factors for these variables will be discussed later in the report.

Parking Ratio Recommendations

Table 1 shows the recommended number of parking spaces per 1,000 square feet of gross leasable area (GLA).

The table located in Appendix A provides a comprehensive matrix of recommended ratios. This recommended provision of parking spaces will provide the typical shopping center with sufficient parking to serve the parking needs of customers and employees at the 20th busiest hour of the year. Moreover, these recommended ratios provide for a surplus of parking spaces during all but 19 hours of the more than 3,000 hours per year during which a shopping center is open. During 19 hours of each year, which are typically distributed over four peak shopping days, some patrons will not be able to find vacant spaces when they first enter the center. The recommended parking ratios are applicable for centers in which retail shops occupy at least 80 percent of the GLA.

The recommended parking ratios in Table 1 exclude centers in which 20 percent or more of occupied GLA is composed of restaurants, entertainment, and/or cinema space. The appropriate number of spaces for these centers should be determined using methodology such as that described in the Urban Land Institute's 1983 publication entitled *Shared Parking*. It defines shared parking as "parking spaces that can be used to serve two or more individual land uses without conflict or encroachment." Also, the data analyzed in this study suggest that for neighborhood and community centers, the recommended ratio may be as low as 3.7 spaces per 1,000 square feet of GLA provided

Table 1
Recommended Parking Ratios[a]

Center Size (GLA in Square Feet)	Percentage of GLA in Restaurant, Entertainment, and/or Cinema Space		
	0–10%	11–20%[b]	>20%
Less than 400,000	4.0	4.0	Shared parking[d]
400,000–599,999	4.0–4.5 sliding scale[c]	4.0–4.5 sliding scale[c]	Shared parking[d]
600,000 and over	4.5	4.5	Shared parking[d]

a Parked cars per 1,000 square feet of gross leasable area.

b For each percent above 10 percent, a linear increase of 0.03 spaces per 1,000 square feet should be calculated.

c Recommended parking ratio increases/decreases proportionally with center's square footage.

d Shared parking is defined as parking spaces that can be used to serve two or more individual land uses without conflict or encroachment.

that additional spaces are available for restaurants, entertainment, and/or cinema use. However, because of limited parking data from these centers, the recommended parking ratio of 4.0 spaces per 1,000 square feet from the 1980 study should still be used.

As shown in Table 1, when restaurants, entertainment, and cinema space combine to equal 11 to 20 percent of the total GLA, a linear increase of 0.03 spaces per 1,000 square feet for each percent above 10 percent should be calculated. For instance, a 300,000-square-foot center in which restaurants, entertainment, and cinema space account for 14 percent of the total GLA would require 4.12 parking spaces per 1,000 square feet.

Base Level:	4.0 (Spaces)
+ 4% excess restaurant, entertainment, cinema x .03 =	.12
Estimated ratio:	4.12

For recommended ratios with a sliding scale, the parking ratio increases or decreases proportionally with the center's square footage. For example, a 500,000-square-foot center with restaurant, entertainment, and cinema space constituting 10 percent or less of the total GLA would require 4.25 spaces per 1,000 square feet (halfway between the 400,000- and 599,999-square-foot ratios).

Method of Travel

The method of travel influences parking demand at a center. Employees or customers who arrive by modes of transportation other than private automobile reduce the demand for parking.

Project Total: 279,941 SF
Restaurant: 32,073 SF
(11.46% Rest/Ent/Cin)
1.46 x 0.03 = 0.0438
4.0 + 0.0438 = 4.0438 spaces/1,000 SF
x 279.941 KSF = 1,132 parking spaces recommended

APPENDIX B

ULI SHARED PARKING WORKSHEETS

Appendix B

SHOPPING CENTER (TYPICAL DAYS)
WEEKDAY SHARED PARKING DEMAND ANALYSIS [1]

| Land Use | Shopping Center (Typical Days) | | |

Appendix B

SHOPPING CENTER (TYPICAL DAYS)
WEEKEND SHARED PARKING DEMAND ANALYSIS [1]

| Land Use | Shopping Center (Typical Days) | | |

Appendix B

DISCOUNT STORES/SUPERSTORES
WEEKDAY SHARED PARKING DEMAND ANALYSIS [1]

| Land Use | Discount Stores/Superstores | | |

Appendix B

DISCOUNT STORES/SUPERSTORES
WEEKEND SHARED PARKING DEMAND ANALYSIS [1]

| Land Use | Discount Stores/Superstores | | |

Appendix B

FINE/CASUAL DINING
WEEKDAY SHARED PARKING DEMAND ANALYSIS [1]

| Land Use | Fine/Casual Dining | | |

Appendix B

FINE/CASUAL DINING
WEEKEND SHARED PARKING DEMAND ANALYSIS [1]

| Land Use | Fine/Casual Dining | | |

Appendix B

FAST-FOOD RESTAURANT
WEEKDAY SHARED PARKING DEMAND ANALYSIS [1]

| Land Use | Fast-Food Restaurant | | |

Appendix B

FAST-FOOD RESTAURANT
WEEKEND SHARED PARKING DEMAND ANALYSIS [1]

| Land Use | Fast-Food Restaurant | | |

OPEN SPACE VARIANCE

The proposed project will add 279,941 of gross leasable area, 247,868 SF being retail and 32,073 SF being restaurant. In order to meet parking, access and visibility requirements and demands of the retailers that will occupy this site, we are unable to meet the required 7,600 SF of open space per Beaumont Municipal Code Section 17.03.080.G.6. There is currently 7,500 SF of landscape islands and there will be 4,680 SF of patio space, allowing outdoor seating for restaurant businesses.

In addition to the requirements from the retailers, this project is required to designate 23 acres to the south of the for 6.0 acres of conservation area within the Multiple Species Habitat Conservation Plan Area; and approximately 17.1 acres within Noble Creek has been set aside outside of the Criteria Area.

Given these restraints, we kindly ask the City of Beaumont to allow a variance and waive this requirement since we are unable to meet the code.

License Number	Status	License Type	Orig. Iss. Da	Expir. Date	Primary Owner
250014	ACTIVE	20	9/17/1990	4/30/2025	HOLIDAY RETREATS INC
256812	ACTIVE	41	3/11/1991	2/28/2026	HOLIDAY RETREATS INC
477135	ACTIVE	20	5/6/2011	4/30/2026	BEAUMONT SERVICE STATION INC
506271	ACTIVE	47	3/16/2011	2/28/2026	MORONGO BAND OF MISSION INDIANS

Premises Addr.
32300 SAN TIMOTEO CANYON RD,REDLANDS, CA 92373Census Tract: 0438.22
32300 SAN TIMOTEO CANYON RD, STE B,REDLANDS, CA 92373Census Tract: 0438.22
97 BEAUMONT AVE,BEAUMONT, CA 92223Census Tract: 0438.22
36211 CHAMPIONS DR,BEAUMONT, CA 92223-9702Census Tract: 0438.22

Business Name	Geo Code
FISHERMANS RETREAT	3300
FISHERMANS RETREAT	3300
BEAUMONT SERVICE STATION INC	3302
MORONGO GOLF CLUB	3302

DataPro Mapping Solutions, LLC

11354 Pleasant Valley Rd #328 Penn Valley, 95946 Phone: 800-568-7104 datapromapping@gmail.com

Serving the Real Estate Industry with useful, professional, data.

Certified Property Owner's List Affidavit

RE: 414 070 008 / 080 001-006, 019

I, MICHAEL HIGGERSON

Hereby certify that the attached list contains the names and addresses of all persons to whom all property is assessed as they appear on the latest available assessment roll of the county within the area described on the attached application and for all properties within 300 feet from the exterior boundaries of the property described on the attached application, as of 5/5/25.

Subject Parcel number 414 070 008 / 080 001-006, 019

I certify under penalty of perjury the forgoing is true and correct to the best of my knowledge. Information is deemed reliable but not guaranteed.

(Signed) _____ Date Prepared 5/5/25

Name MICHAEL HIGGERSON

Phone # 530 768 7104

DataPro Mapping Solutions, LLC

11354 Pleasant Valley Rd #328 Penn Valley, 95946 Phone: 800-568-7104 datapromapping@gmail.com

Serving the Real Estate Industry with useful, professional, data.

Certified Property Owner's List Affidavit

RE: 4/4 070 008/080 001 -006,019

I, MICHAEL HIGGINSON

Hereby certify that the attached list contains the names and addresses of all persons to whom all property is assessed as they appear on the latest available assessment roll of the county within the area described on the attached application and for all properties within 300 feet from the exterior boundaries of the property described on the attached application, as of 11/4/24.

Subject Parcel number 4/4 070 008/080 001-006,019.

I certify under penalty of perjury the forgoing is true and correct to the best of my knowledge. Information is deemed reliable but not guaranteed.

(Signed) M. H. Date Prepared 11/4/24

Name MICHAEL HIGGINSON

Phone # 800 568 7104

APN	NAME	ADDRESS	CITY	STATE	ZIP	
	REGENCY CENTERS ACQUISITIONS, LLC, A FLORIDA LLC	ONE INDEPENDENT DR #114	JACKSONVILLE	FL	32202	APPLICANT
	DRC ENGINEERING, INC - RENE VARGA	160 SOUTH OLD SPRINGS RD #2:	ANAHEIM HILLS	CA	92808	ENGINEER
	REGENCY CENTERS - CHRIS SANCHEZ	420 STEVENS AVE #320	SOLANA BEACH	CA	92075	REPRESENTATIVE
414-070-008	OAK VALLEY VILLAGE	9595 WILSHIRE BLVD #710	BEVERLY HILLS	CA	90212	
414-080-001	OAK VALLEY VILLAGE	9595 WILSHIRE BLVD #710	BEVERLY HILLS	CA	90212	
414-080-002	OAK VALLEY VILLAGE	9595 WILSHIRE BLVD #710	BEVERLY HILLS	CA	90212	
414-080-003	OAK VALLEY VILLAGE	9595 WILSHIRE BLVD #710	BEVERLY HILLS	CA	90212	
414-080-004	OAK VALLEY VILLAGE	9595 WILSHIRE BLVD #710	BEVERLY HILLS	CA	90212	
414-080-005	OAK VALLEY VILLAGE	9595 WILSHIRE BLVD #710	BEVERLY HILLS	CA	90212	
414-080-006	OAK VALLEY VILLAGE	9595 WILSHIRE BLVD #710	BEVERLY HILLS	CA	90212	
414-090-019	OAK VALLEY VILLAGE	9595 WILSHIRE BLVD #710	BEVERLY HILLS	CA	90212	
400-520-001	B & M OIL SERVICES INC	100 BARITONE	IRVINE	CA	92620	
400-520-002	B & M OIL SERVICES INC	100 BARITONE	IRVINE	CA	92620	
400-520-003	B & M OIL SERVICES INC	100 BARITONE	IRVINE	CA	92620	
400-520-005	CITY OF BEAUMONT	P O BOX 158	BEAUMONT	CA	92223	
400-520-007	BP OIL	29980 TEMECULA PKWY	TEMECULA	CA	92592	
400-520-008	B & M OIL LAND INC	886 OAK VALLEY PKWY	BEAUMONT	CA	92223	
400-520-009	THRIFTY PAYLESS INC/GREAT CHI INV	3579 E FOOTHILL BLVD	PASADENA	CA	91107	
400-530-003	ANDREW JIN-CHAN CHERNG	1120 N TOWN CENTER DR #150	LAS VEGAS	NV	89144	
400-530-004	ANDREW JIN-CHAN CHERNG	1683 WALNUT GROVE AVE	ROSEMEAD	CA	91770	
400-530-005	NOBLE CREEK VILLAGE	15957 AURORA CREST DR	WHITTIER	CA	90605	
400-530-006	NOBLE CREEK VILLAGE	15957 AURORA CREST DR	WHITTIER	CA	90605	
400-530-007	OAK VALLEY EXPRESS	102 HEATHER MIST	IRVINE	CA	92618	
400-561-004	DAVID T STOPPER	1409 EVERGREEN AVE	BEAUMONT	CA	92223	
400-561-005	PETE P /SAN JUANITA AMARO	1401 EVERGREEN AVE	BEAUMONT	CA	92223	
400-561-006	ROBERT PAUL ALEXANDER /MELISSA RAE KIRKLAND	797 ASPEN GLEN LN	BEAUMONT	CA	92223	
400-561-007	MELISSA BERUMEN	793 ASPEN GLEN LN	BEAUMONT	CA	92223	
400-561-008	GUSTAVO /ISABEL VICTORIA NEGRETE	789 ASPEN GLEN LN	BEAUMONT	CA	92223	
400-561-009	IGNACIO S /CYNTHIA A AGUILAR	783 ASPEN GLEN LN	BEAUMONT	CA	92223	
400-561-010	RONNIE LEW/KRISTEN LEW	127 RAINBOW LN	REDLANDS	CA	92374	
400-561-011	VANNARETH HENG	4444 N 25TH ST	PHOENIX	AZ	85016	
400-561-012	MICHAEL JOHN /KIM S BELL	11916 GREENBLUFF WAY	YUCAIPA	CA	92399	

400-561-013	ANTHONY F ROSSETTI	635 AMERICAN AVE	BEAUMONT	CA	92223
400-561-014	MARTIN MENDOZA	749 ASPEN GLEN LN	BEAUMONT	CA	92223
400-561-015	MANUEL BRIAN /GABRIELA JIMENEZ ROMERO	741 ASPEN GLEN LN	BEAUMONT	CA	92223
400-561-016	SALVADOR LUNA/MARIA GALVAN VARGAS	735 ASPEN GLEN LN	BEAUMONT	CA	92223
400-561-017	JORGE L /ASHLEE D SOSA	727 ASPEN GLEN LN	BEAUMONT	CA	92223
400-561-018	LEONARD MICHAEL /MEGAN MARIE CHAVEZ	721 ASPEN GLEN LN	BEAUMONT	CA	92223
400-561-019	INDOLFO /EDITH PINEDA	715 ASPEN GLEN LN	BEAUMONT	CA	92223
400-561-020	JOSE GUADALUPE ORTIZ/ELVIRA GONZALEZ DEORTIZ	711 ASPEN GLEN LN	BEAUMONT	CA	92223
400-561-021	BRIAN CANFIELD	707 ASPEN GLEN LN	BEAUMONT	CA	92223
400-561-055	CITY OF BEAUMONT	P O BOX 158	BEAUMONT	CA	92223
400-561-056	CITY OF BEAUMONT	P O BOX 158	BEAUMONT	CA	92223
400-562-008	VENESSA /ERNEST SANCHEZ	1412 EVERGREEN AVE	BEAUMONT	CA	92223
400-562-009	PATRICIA ANNE CAMPBELL	778 WILLOW CT	BEAUMONT	CA	92223
400-562-013	TREVOR /MEGAN HAGER	756 WILLOW CT	BEAUMONT	CA	92223
400-562-014	JAZMIN I JUAREZ	1405 BRIAR OAK WAY	BEAUMONT	CA	92223
414-070-006	BEAUMONT HOLDINGS	3313 W WARNER AVE	SANTA ANA	CA	92704
414-070-007	BEAUMONT UNIFIED SCHOOL DIST	P O BOX 187	BEAUMONT	CA	92223
414-080-007	BEAUMONT HOLDINGS	3313 W WARNER AVE	SANTA ANA	CA	92704
414-090-007	BEAUMONT LANDING	3380 LA SIERRA AVE #104	RIVERSIDE	CA	92503
414-090-014	SOUTHERN PACIFIC TRANSPORTATION CO	1700 FARNAM ST	OMAHA	NE	68102
414-120-021	SOUTHERN PACIFIC TRANSPORTATION CO	1700 FARNAM ST	OMAHA	NE	68102
414-130-060	CITY OF BEAUMONT	P O BOX 158	BEAUMONT	CA	92223
414-130-061	CITY OF BEAUMONT	P O BOX 158	BEAUMONT	CA	92223

GOLF CLUB

GOLF COURSE DR

AIRWAY DRIVE

OAK VIEW DR

OAK VALLEY VILLAGE CIRCLE

PRIVATE STREET

PAR 1 1.03 AC

PAR 2 1.19 AC

PAR 3 1.79 AC

PAR 4 1.73 AC

PAR 5 1.02 AC

PAR 6

PAR 7

PAR 8

PAR 9

PAR 10

PAR 11

PAR 12

PAR 13

PAR 2 3.58 AC

POR PAR 25

POR PAR 28

PAR 25

PAR 26

3.21 AC

4.49 AC

CITY

EX

STREET

14TH STREET

(JACKSON ROAD)

PARKWAY

#91452 10/67

L=235.75

OAK VALLEY VILLAGE

TRA 002-025

19

16.03 AC M/L

445.11

258.73

132.84

43

41

39

38

44

45

81

22

20

19

18

NOBLE CREEK CHANNEL

TRA 002-051

TRA 002-024

CHANNEL

CREEK

NOBLE

INTERSTATE

#39647 3/64

HIGHWAY

L=209.60

05

1.59 AC M/L

193.10

250.02

L=121.16

L=292.77

L=259.27

BEAUMONT LANDING

07

1.38 AC M/L

14

L=1002.90

L=670.43

394.36

305.84

SBE 872-33-12D PAR 10 AND POR PAR 11 MRO

S.P.

PM 229/46

POR PAR 5

35

100.06 AC

21

5.52 AC M/L

SBE 872-33-12 D POR PAR 11

L=913.15

R.R.

INTERSTATE

310 ML

EX

61

41 Ac. ML

L=316.83

443.18

1723 ML

EX

60

9.15 Ac. ML

LOT 1

113.56

118.63

94.37

89.52

87.08

231.00

147.91

216.77

BEAUMONT HOLDINGS

234

239

562

561

ROLD REHNER LANE

CEDARBROOK ST

ASPEN GLEN LANE

NOBLE CREEK CHANNEL

OAK

EVERGREEN

WILLOW

BRIAR OAK WAY

LOT B

LOT A

(OPEN SPACE)

14TH STREET

SEE DETAIL

1"=300'

1"=300'

1"=300'

N

4/4 8

4/4 7

4/4 13

4/4 12

6/4

B&M

BP

CITY

AMADO

CLEARMOUNT

VALFIELD

STOTLER

KAGEL

TORRES

KENYON

MEYER

AGUILAR

FENG

KELLY

MORENO

MUSTA

COSTA

CHAVEZ

WESTLEY

AIRWAY DRIVE

GOLF CLUB

GOLF COURSE DR

OAK VALLEY VILLAGE CIRCLE

PRIVATE STREET

OAK VIEW DR

POR PAR 25

POR PAR 28

PAR 1 1.03 AC

PAR 2 1.18 AC

PAR 3 1.79 AC

PAR 4 1.73 AC

PAR 5 1.02 AC

PAR 25

PAR 26

3.21 AC

4.49 AC

PAR 2 3.56 AC

PAR 3

PAR 6

PAR 7

PAR 8

PAR 9

PAR 10

PAR 11

PAR 12

PAR 13

PAR 14

PAR 15

PAR 16

PAR 17

PAR 18

PAR 19

ASPEN GLEN LANE

CLARBROOK ST

EVERGREEN

BRIAR OAK WAY

ROAD RUNNER LANE

NOBLE CREEK CHANNEL

14TH STREET (JACKSON ROAD)

PARKWAY #91452 10/67

L=235.75

445.11

132.84

258.73

L=439.06

#39647 3/64

INTERSTATE HIGHWAY 680

TRA 002-025

OAK VALLEY VILLAGE

16.03 AC M/L

19

NOBLE CREEK CHANNEL

TRA 002-051

TRA 002-024

NOBLE CREEK CHANNEL

SBE 872-33-12D PAR 10 AND POR PAR 11 MRO

171.84

305.94

384.36

L=1002.90

L=670.43

L=259.27

L=209.60

1.59 AC M/L

260.02

L=121.16

L=282.71

BEAUMONT LANDING

07

1.38 AC ML

14

S.P.

PM 229/46

POR PAR 5

35

100.06 AC

21

5.52 AC M/L

SBE 872-33-12 D POR PO

R.R.

INTERSTATE

310 ML EX

61

1.41 Ac. ML

443.18

L=318.83

118.63 94.37 89.52 87.08 231.00 147.81 216.77

1723 ML

LOT 1

EX 60

9.15 Ac. ML

CITY

BEAUMONT HOLDINGS

23A

23B

562

DETAIL

OAK

STOPPER

WILLOW

KABEL

TURNER

AMADO

KUHLEN

FENG

MOSA

CHAVEZ

PINEDA

LOT A EX

LOT B EX

OPEN SPACE

TR 29177

14TH STREET

400 SF

1" = 300'

1" = 300'

1" = 300'

N

4/4 7

4/4 8

4/4 12

4/4 13

4/4 9

4/4 10

BP

BEM

B&M

CITY

REGENCY CENTERS ACQUISITIONS, LLC,
A FLORIDA LLC
ONE INDEPENDENT DR #114
JACKSONVILLE FL 32202

DRC ENGINEERING, INC - RENE VARGA
160 SOUTH OLD SPRINGS RD #210
ANAHEIM HILLS CA 92808

REGENCY CENTERS - CHRIS SANCHEZ
420 STEVENS AVE #320
SOLANA BEACH CA 92075

414-070-008/080-001-006,019
OAK VALLEY VILLAGE
9595 WILSHIRE BLVD #710
BEVERLY HILLS CA 90212

400-520-001-003
B & M OIL SERVICES INC
100 BARITONE
IRVINE CA 92620

400-520-005/561-055,056/414-130-060,061
CITY OF BEAUMONT
P O BOX 158
BEAUMONT CA 92223

400-520-007
BP OIL
29980 TEMECULA PKWY
TEMECULA CA 92592

400-520-008
B & M OIL LAND INC
886 OAK VALLEY PKWY
BEAUMONT CA 92223

400-520-009
THRIFTY PAYLESS INC/GREAT CHI INV
3579 E FOOTHILL BLVD
PASADENA CA 91107

400-530-003
ANDREW JIN-CHAN CHERNG
1120 N TOWN CENTER DR #150
LAS VEGAS NV 89144

400-530-004
ANDREW JIN-CHAN CHERNG
1683 WALNUT GROVE AVE
ROSEMEAD CA 91770

400-530-005,006
NOBLE CREEK VILLAGE
15957 AURORA CREST DR
WHITTIER CA 90605

400-530-007
OAK VALLEY EXPRESS
102 HEATHER MIST
IRVINE CA 92618

400-561-004
DAVID T STOPPER
1409 EVERGREEN AVE
BEAUMONT CA 92223

400-561-005
PETE P /SAN JUANITA AMARO
1401 EVERGREEN AVE
BEAUMONT CA 92223

400-561-006
ROBERT PAUL ALEXANDER /MELISSA RAE KIRKLAND
797 ASPEN GLEN LN
BEAUMONT CA 92223

400-561-007
MELISSA BERUMEN
793 ASPEN GLEN LN
BEAUMONT CA 92223

400-561-008
GUSTAVO /ISABEL VICTORIA NEGRETE
789 ASPEN GLEN LN
BEAUMONT CA 92223

400-561-009
IGNACIO S /CYNTHIA A AGUILAR
783 ASPEN GLEN LN
BEAUMONT CA 92223

400-561-010
RONNIE LEW/KRISTEN LEW
127 RAINBOW LN
REDLANDS CA 92374

400-561-011
VANNARETH HENG
4444 N 25TH ST
PHOENIX AZ 85016

400-561-012
MICHAEL JOHN /KIM S BELL
11916 GREENBLUFF WAY
YUCAIPA CA 92399

400-561-013
ANTHONY F ROSSETTI
635 AMERICAN AVE
BEAUMONT CA 92223

400-561-014
MARTIN MENDOZA
749 ASPEN GLEN LN
BEAUMONT CA 92223

400-561-015
MANUEL BRIAN /GABRIELA JIMENEZ ROMERO
741 ASPEN GLEN LN
BEAUMONT CA 92223

400-561-016
SALVADOR LUNA/MARIA GALVAN VARGAS
735 ASPEN GLEN LN
BEAUMONT CA 92223

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JORGE L /ASHLEE D SOSA
727 ASPEN GLEN LN
BEAUMONT CA 92223

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LEONARD MICHAEL /MEGAN MARIE CHAVEZ
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BEAUMONT CA 92223

400-561-019
INDOLFO /EDITH PINEDA
715 ASPEN GLEN LN
BEAUMONT CA 92223

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BEAUMONT CA 92223

400-561-021
BRIAN CANFIELD
707 ASPEN GLEN LN
BEAUMONT CA 92223

400-562-008
VENESSA /ERNEST SANCHEZ
1412 EVERGREEN AVE
BEAUMONT CA 92223

400-562-009
PATRICIA ANNE CAMPBELL
778 WILLOW CT
BEAUMONT CA 92223

400-562-013
TREVOR /MEGAN HAGER
756 WILLOW CT
BEAUMONT CA 92223

400-562-014
JAZMIN I JUAREZ
1405 BRIAR OAK WAY
BEAUMONT CA 92223

414-070-006,007
BEAUMONT HOLDINGS
3313 W WARNER AVE
SANTA ANA CA 92704

414-070-007
BEAUMONT UNIFIED SCHOOL DIST
P O BOX 187
BEAUMONT CA 92223

414-090-007
BEAUMONT LANDING
3380 LA SIERRA AVE #104
RIVERSIDE CA 92503

414-090-014/120-021
SOUTHERN PACIFIC TRANSPORTATION CO
1700 FARNAM ST
OMAHA NE 68102

Column

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **The Press-Enterprise** on the dates indicated below.
If changes are needed, please contact us prior to deadline at **(951) 368-9229**.

Notice ID: uhVYclg57aeHOOIcsY69 | **Proof Updated: May. 02, 2025 at 02:34pm PDT**
Notice Name: Regency

FILER	FILING FOR
Nicole Wheelwright nwheelwright@beaumontca.gov (951) 572-3237	The Press-Enterprise

Columns Wide: 4

Ad Class: Legals

05/07/2025: City Notices	286.70

Subtotal	$286.70
Tax %	0
Total	**$286.70**

See Proof on Next Page

LEGAL ADVERTISEMENT

NOTICE IS HEREBY GIVEN, that the City of Beaumont will conduct a public hearing to consider the matter described below. The Planning Commission's public hearing will be held at 6:00 p.m. on Wednesday, May 28, 2025, at 550 East Sixth Street, Beaumont, California.

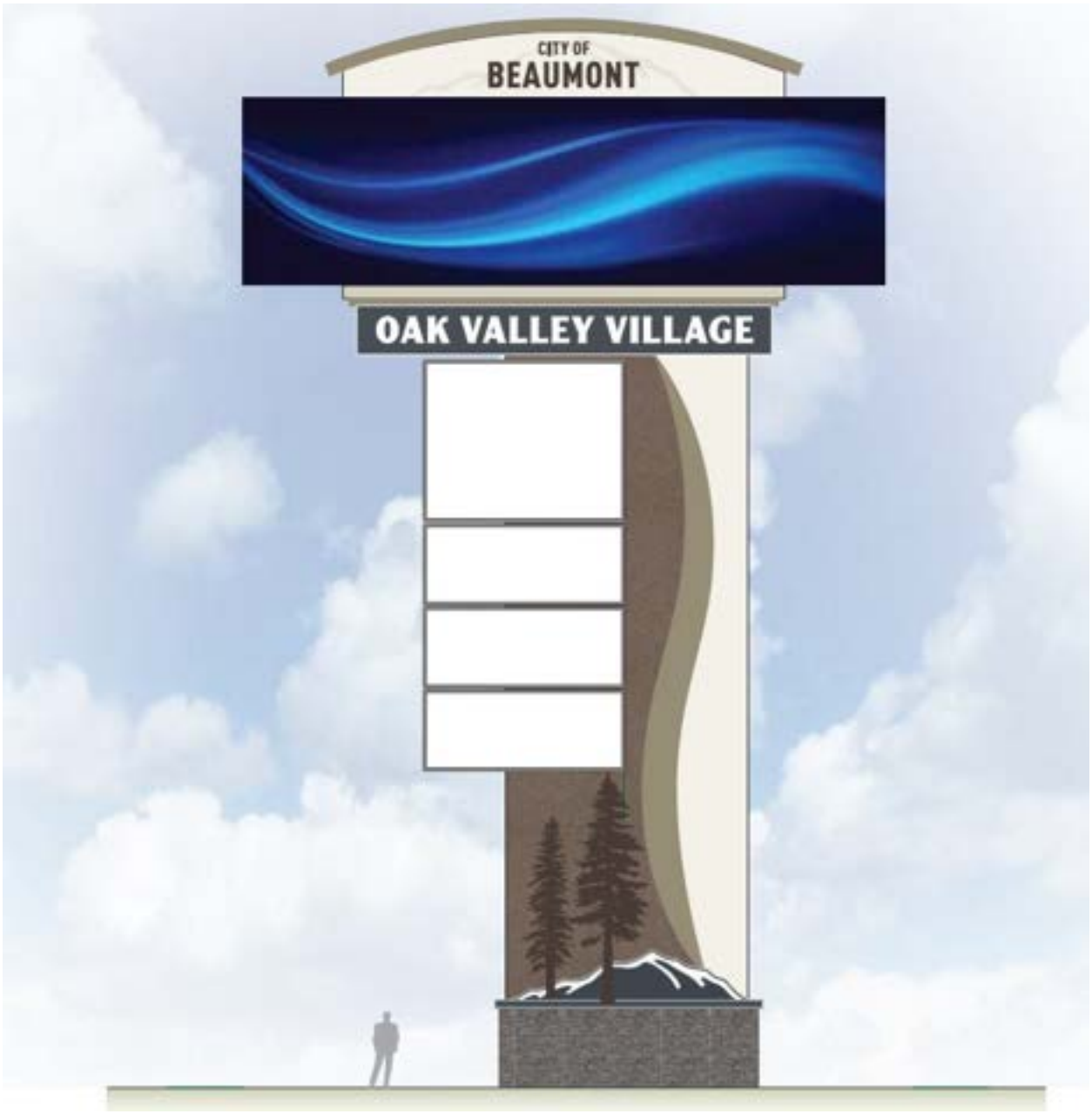
Plot Plan (PP2024-0059), Sign Program (PLAN2024-0157), Variance (V2024-0019 and V2025-0031), and Development Agreement (PLAN2025-0177) . Conduct a public hearing to consider a request for approval of a Plot Plan, Sign Program, variances for parking and open space, and development agreement to construct a commercial center on a 28.95-acre vacant site comprised of multi-tenant buildings and commercial pad sites totaling approximately 279,941 square feet of retail and restaurant floor area. The project site is located east of Interstate 10 (I-10) and south of Oak Valley Parkway within the Community Commercial (CC) zone. The proposed applications are exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 12, §15183 (Projects Consistent with a Community Plan or Zoning) (APNs: 414-070-008, 414-080-001, -002, -003, -004, -005, -006, and 414-090-019)

The applicant for this project is **Regency Centers, LP**

Public comments can be made in person, using the public comment phone line or by written email. Phone-in comments will be accepted by calling the designated public comment phone line (951) 922-4845 prior to the corresponding item. Public comments shall not exceed three minutes unless otherwise authorized by the Planning Commission. Written comments can be emailed to NicoleW@BeaumontCa.gov . Public comments accepted via email will be read aloud during the corresponding item of the meeting. Comments can be submitted any time prior to the meeting as well as during the meeting until the end of the corresponding item.

This meeting will be conducted in person and will be recorded for live streaming. All City of Beaumont public meetings will be made available via live streaming and made available on the City's official YouTube webpage. Please use the following link during the meeting for live stream access: BeaumontCa.gov/Livestream

Melody Arechiga
Senior Planner
marechiga@beaumontca.gov
The Press-Enterprise
Published: 5/7/25


CITY OF
BEAUMONT
OAK VALLEY VILLAGE

PLANNING COMMISSION RESOLUTION
PC2025-02
A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BEAUMONT RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF BEAUMONT APPROVE AND ADOPT A PROPOSED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BEAUMONT AND BEAUMONT REGENCY AVG LLC

WHEREAS, Article 2.5 of Chapter 4 of Division 1 of Title 7 (commencing with Section 65864) of the Government Code of the State of California (herein referred to as the "Statute") authorizes a city to enter into a contract which is called a development agreement in order to establish with certainty what regulations will govern the construction of a development; and

WHEREAS, in accordance with the Statute, the City Council of the City of Beaumont (herein referred to as the "City Council") adopted Resolution No. 1987-34 on May 11, 1987, establishing procedures and requirements for the consideration of development agreements (herein referred to as the "City Procedures"); and

WHEREAS, in accordance with the Statute and the City Procedures, the Planning Commission must hold a public hearing for the development agreement and forward a recommendation to the City Council upon making five specific findings as stipulated in Section 301 of the City Procedures; and

WHEREAS, the Planning Commission of the City of Beaumont (the "Planning Commission") received an application for a Development Agreement ("Development Agreement No. 2025-0177) from Beaumont Regency AVG (the "Owner"), for that certain real property located at the southeast corner of Oak Valley Parkway and the San Bernardino (I-10) Freeway in the City of Beaumont, County of Riverside, State of California, as generally depicted on the map attached hereto as **Exhibit A** and incorporated herein by this reference (the "Property"), for the purpose of allowing the Owner to construct a commercial development consisting of approximately 279,941 square feet of retail, restaurant, office and other commercial uses (the "Project"); and

WHEREAS, the Development Agreement (PLAN2025-0177) is proposed in conjunction with a request for (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; and Open Space Variance V2025-0031 to reduce the amount of open space otherwise required by the Municipal Code (the "Planning Entitlements"); and

WHEREAS, Section 17.070.030.G of the Beaumont Municipal Code currently prohibits the construction, erection or use of any billboards in the City -- billboards being defined as "a permanent sign structure used for the display of offsite commercial messages, other than a directional sign, which directs attention to a business, commodity, service or entertainment conducted, sold or offered elsewhere than upon the premises where the sign is located, or to which it is affixed"; and

WHEREAS, Owner submitted a request to construct a freeway oriented digital display that brands the City of Beaumont and the shopping center, provides panel space for on-site tenant promotion, and a changeable display for on-site, off-site and City promotional advertising; and

WHEREAS, as part of the Development Agreement application, Owner requested relief from the prohibition and requests authorization from the City to construct a freeway oriented digital display that brands the City of Beaumont and the shopping center, provides panel space for on-site tenant promotion, and a changeable display for on-site, off-site and City promotional advertising; and

WHEREAS, the Development Agreement authorizes the digital display subject to conditions of approval and Owner's obligation to obtain separate approval of a sign permit from the Planning Commission approvals from all other entities with jurisdiction including but not limited to Cal Trans, if applicable, and indemnifying and holding the City harmless from any claims related thereto; and

WHEREAS, the Development Agreement and the Planning Entitlements constitute the "Project Approvals"; and

WHEREAS, on May 28, 2025, the Planning Commission conducted a public hearing for and then approved the Project Approvals and adopted a Resolution establishing conditions of approval and making findings pursuant to the California Environmental Quality Act; and

WHEREAS, the Property is approximately 29 acres in size, consisting of a portion of a larger parcel assemblage totaling 64 acres -- the Owner proposes to separately process a lot line adjustment to create the Property for the purposes of the Project, also setting aside parcels for conservation purposes and a detention basin; and

WHEREAS, the Property is located in the "CC" Community Commercial zone, and is designated for general commercial land uses by the General Plan; and

WHEREAS, the Development Agreement provides for the development of the Project, vests the Land Use Entitlements for a prescribed term, and contributes public funding for off-site public improvements established as a condition of regulatory approval in an amount not exceed the actual costs of said public improvements and where the City maintains no proprietary interest in the overall project in accordance with Labor Code Section 1720; and

WHEREAS, pursuant to and in accordance with the provisions of the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.* (herein referred to as "CEQA"), the State of California Guidelines for the Implementation of the California Environmental Quality Act (commencing with Section 15000 of Title 14 of the California Code of Regulations herein referred to as the "CEQA Guidelines"), and the City's CEQA Procedures, the City is the "lead agency" for the preparation and consideration of environmental documents for the Project; and

WHEREAS, a project specific Environmental Impact Report was prepared in February 2007 for a 411,709 square foot general commercial project on a larger 41-acre project site, and certified by the City Council in April 2007; and

WHEREAS, the City adopted a General Plan and Zoning Update ("2020 GPU"); and certified a Program Environmental Impact Report in October 2020 ("2020 GPU EIR"), enabling the City to consider broad policy alternatives and program-wide mitigation measures with individual project submittals thereby streamlining the approval process; and

WHEREAS, State CEQA Guidelines Section 15183 (Public Resources Code §21083.3), provides that projects which are consistent with the development density established by a Community Plan, General Plan, or Zoning for which an environmental impact report (EIR) has been certified "shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site … this streamlines the review of such projects and reduces the need to prepare repetitive environmental studies;" and

WHEREAS, pursuant to Section 15183(c) of the State CEQA Guidelines, "(i)f an impact is not peculiar to the parcel or to the project, has been addressed as a significant effect in the prior EIR, or can be substantially mitigated by the imposition of uniformly applied development policies or standards…then an additional EIR need not be prepared for the project solely on the basis of that impact;" and

WHEREAS, the Planning Commission has reviewed the Project and analyzed it based upon the provisions in Section 15183 (Consistency with a General Plan, Community Plan, or

Zoning) and Section 15162 (Subsequent EIRs and Negative Declarations) of Title 14 of the California Code of Regulations (State CEQA Guidelines); and

WHEREAS, a Section 15183 Compliance Report ("CEQA Report") was prepared for the Project by Ascent Environmental to evaluate the physical environmental impacts of the Project and the CEQA Report was made available for review on the City's website at www.Beaumont.net; and

WHEREAS, the CEQA Report finds that "because the proposed Project is consistent with the 2020 GPU and because the Project would not result in any new or more severe impacts to the environment beyond what was previously evaluated and disclosed as part of the 2020 GPU EIR, no additional environmental review is required for the proposed Project beyond the analysis and conclusions provided in Section 4 of the CEQA Report"; and

WHEREAS, in conformance with CEQA and the CEQA Guidelines, a Mitigation Monitoring Reporting Program was prepared for the previous project in 2007 and includes mitigation measures that are both program-wide and specific to the Site, which may apply to the new Project based on the proposed CEQA Section 15183 Exemption; and

WHEREAS, the Planning Commission did hold a public hearing in the City of Beaumont on May 28, 2025, at 6:00 p.m., notice of said public hearing having been duly given as required by law, to hear and consider evidence for the Development Agreement and to hear and consider evidence for and against the Project and related actions, and to investigate and make findings and recommendations in connection therewith; and

WHEREAS, the Planning Commission determines that the evidence in the record constitutes substantial evidence to support the actions taken and the findings made in this Resolution, that the facts stated in this Resolution are supported by substantial evidence in the record, including testimony received at the public hearing, the staff presentations, the staff report and all materials in the project files. There is no substantial evidence, nor are there other facts, which negate the findings made in this Resolution. The Planning Commission expressly declares that it considered all evidence presented and reached these findings after due consideration of all evidence presented to it.

NOW, BE IT FURTHER RESOLVED that the Planning Commission does hereby recommend that the City Council approve the Development Agreement, in the form presented at this meeting, based upon the following facts and findings:

SECTION 1. Compliance with the California Environmental Quality Act. The Planning Commission hereby finds and determines that the Project meets the requirements of CEQA

Guidelines Section 15183, and as such, no additional CEQA review, such as a Subsequent or Supplemental EIR or MND, is required for the project and that a Notice of Exemption shall be filed with the appropriate agencies.

SECTION 2. Compliance with the Statute and City Procedures. The Planning Commission hereby finds and determines that the Development Agreement complies with the Statute and City Procedures, specifically:

1. The proposed Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan.

2. The proposed Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the applicable zoning district(s) in which the Project is and will be located.

3. The proposed Development Agreement is in conformity with public convenience, general welfare and good land use practice.

4. The proposed Development Agreement is not otherwise detrimental to the health and safety of the citizens of the City of Beaumont.

5. The proposed Development Agreement will not adversely affect the orderly development of property or the preservation of property values.

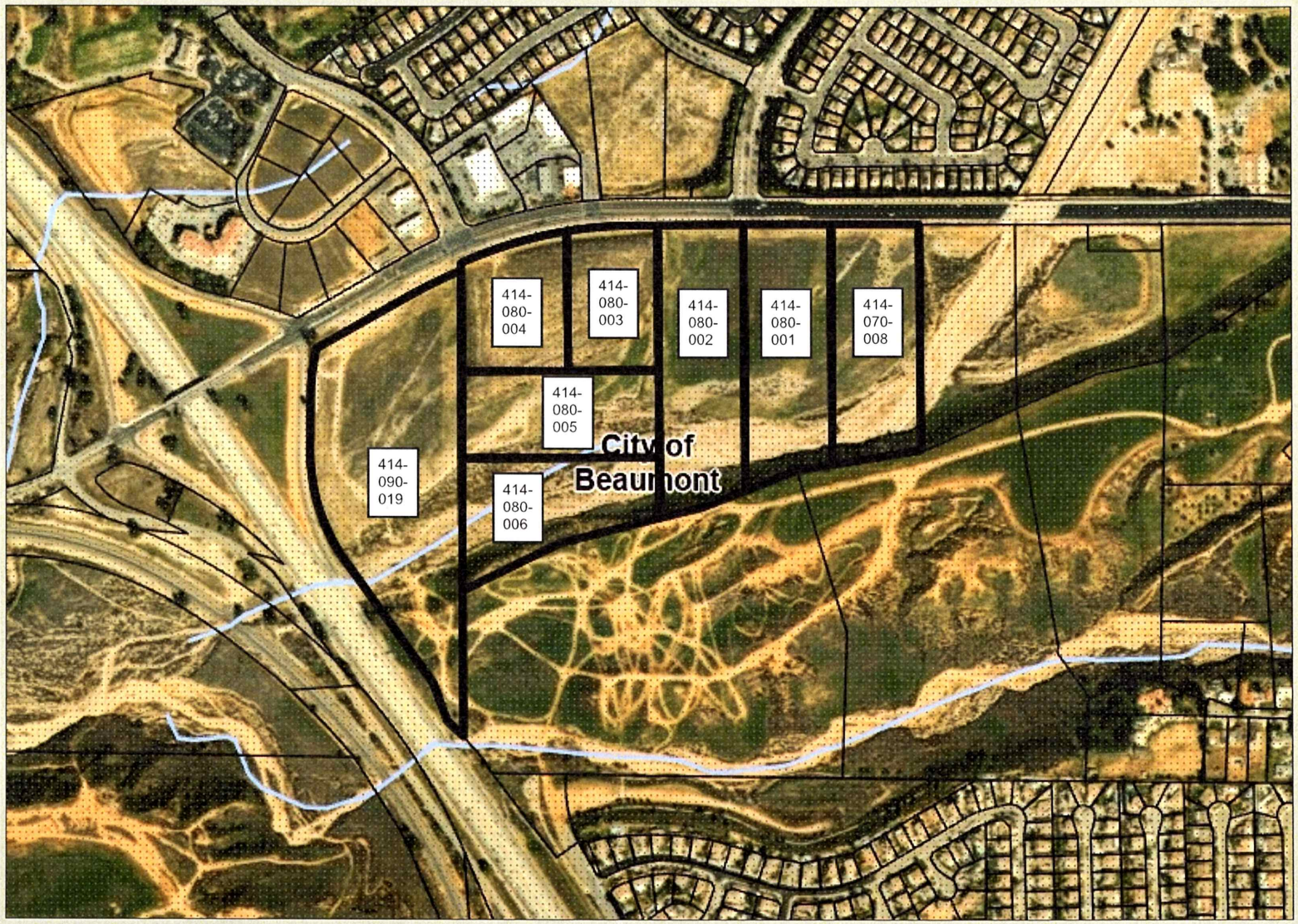
SECTION 3. Resolution. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Planning Commission of the City of Beaumont, California, held on the 28th day of May 2025, by the following roll call vote:

AYES: Cooley, Koblin, Cueva, Southard
NOES:
ABSTAIN: Smith
ABSENT:

By: _____
Philip Southard, Chair
City of Beaumont

PP2024-0059 Aerial Photograph





Legend

- County Boundary
- City Boundaries
- Parcels, Public
- Blueline Streams
- City Areas

0 752 1,505 Feet

IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON... 5/16/2025 9:02:58 AM

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Notes

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 Cost**s") 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 if 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 YOU 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 ADJUSMENT 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;

DRC 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;

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road, Ste. 210
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(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 ADJUSMENT 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**.

DRC 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

JAKE W. LAPPERT
PLS 9303

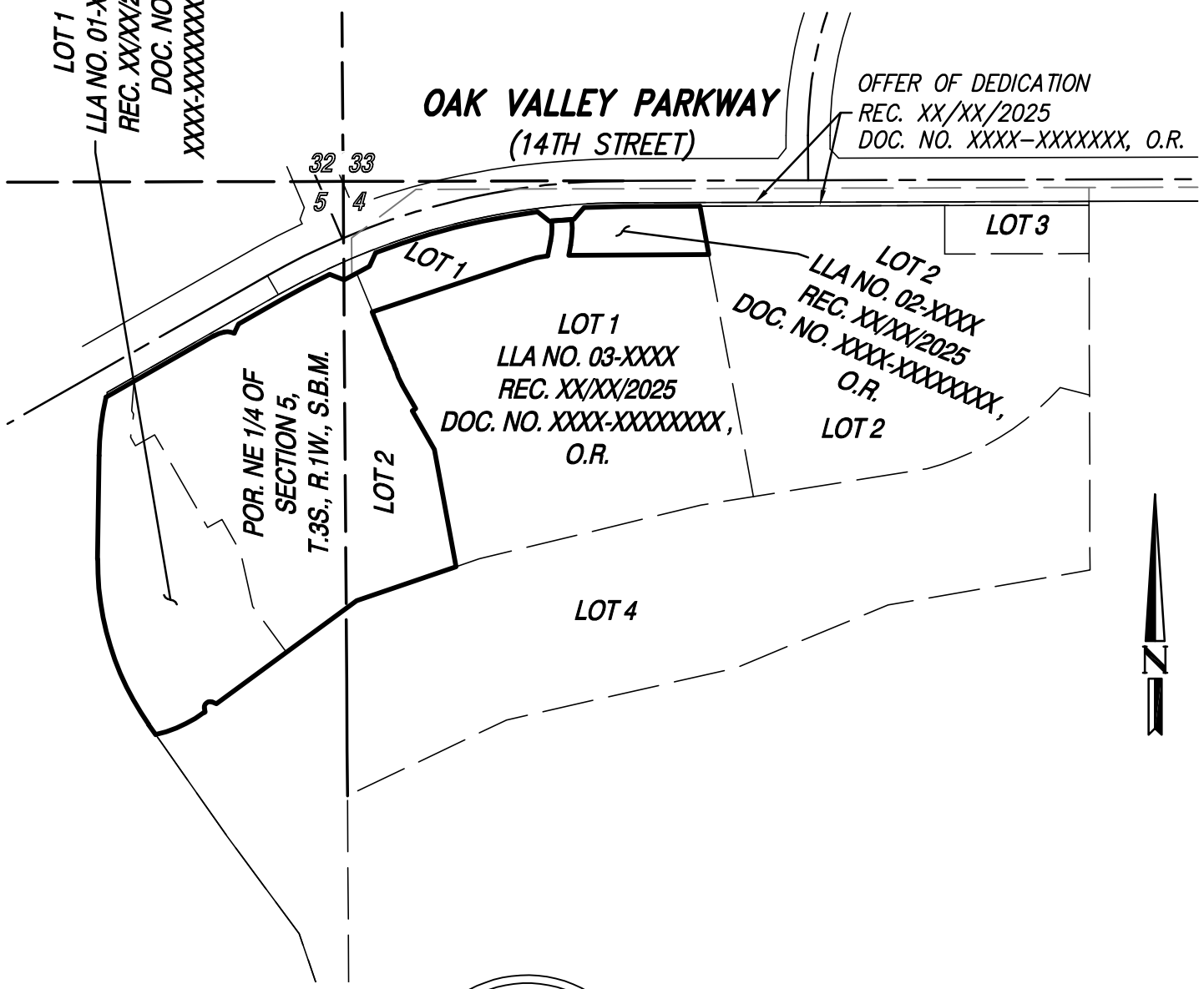
5/20/2025
DATE



EXHIBIT "A"
LEGAL DESCRIPTION
CITY OF BEAUMONT, CALIFORNIA

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT "B" – PLAT



LICENSED LAND SURVEYOR
JAKE W. LAPPERT
LS 9303
STATE OF CALIFORNIA

05/20/2025

LEGEND

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

400' 200' 0' 400' 800'

GRAPHIC SCALE: 1 INCH = 400 FT

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

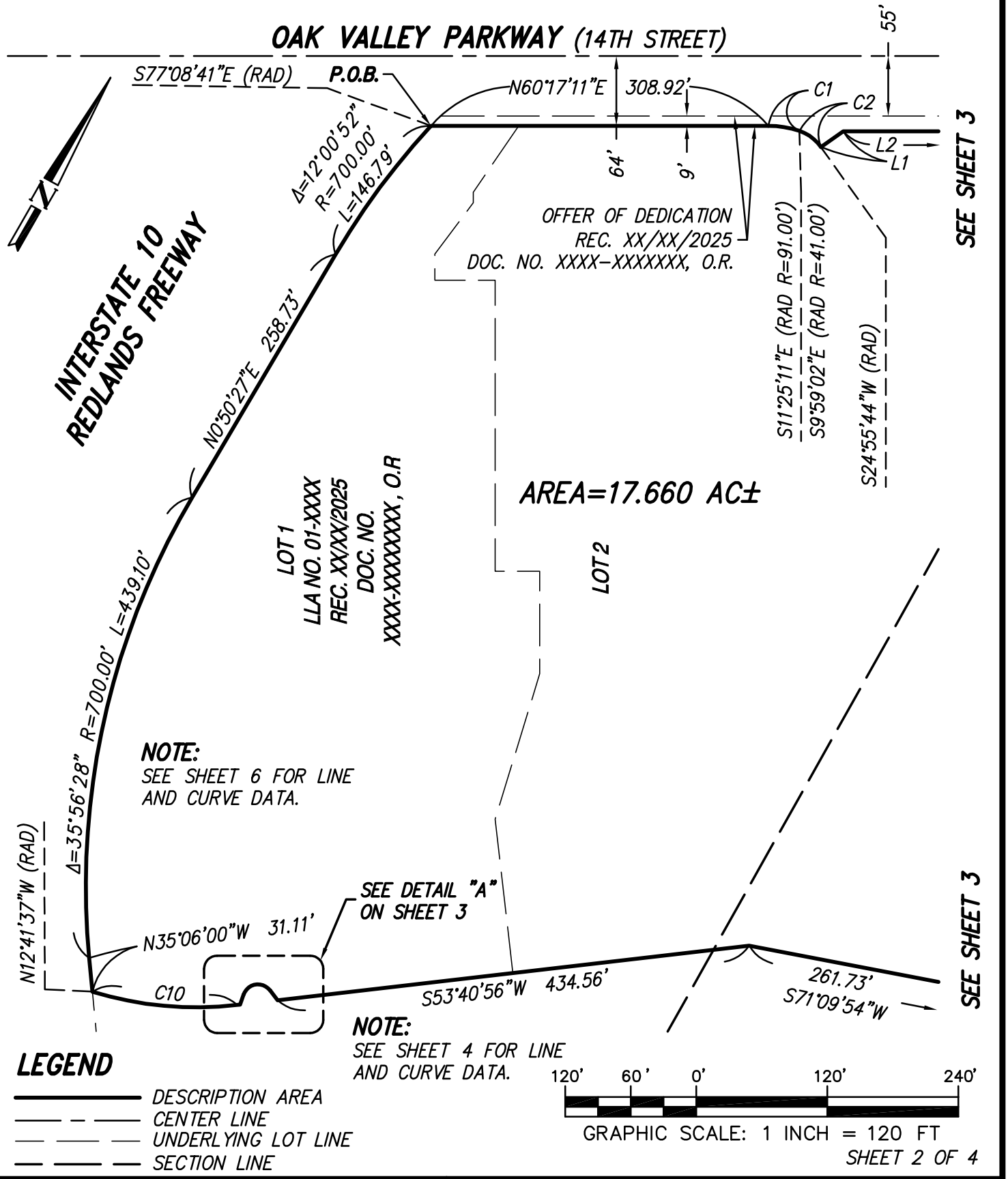
SHEET 1 OF 4

EXHIBIT "B"
PLAT
CITY OF BEAUMONT, CALIFORNIA

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road
Suite 210
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EXHIBIT "B" – PLAT



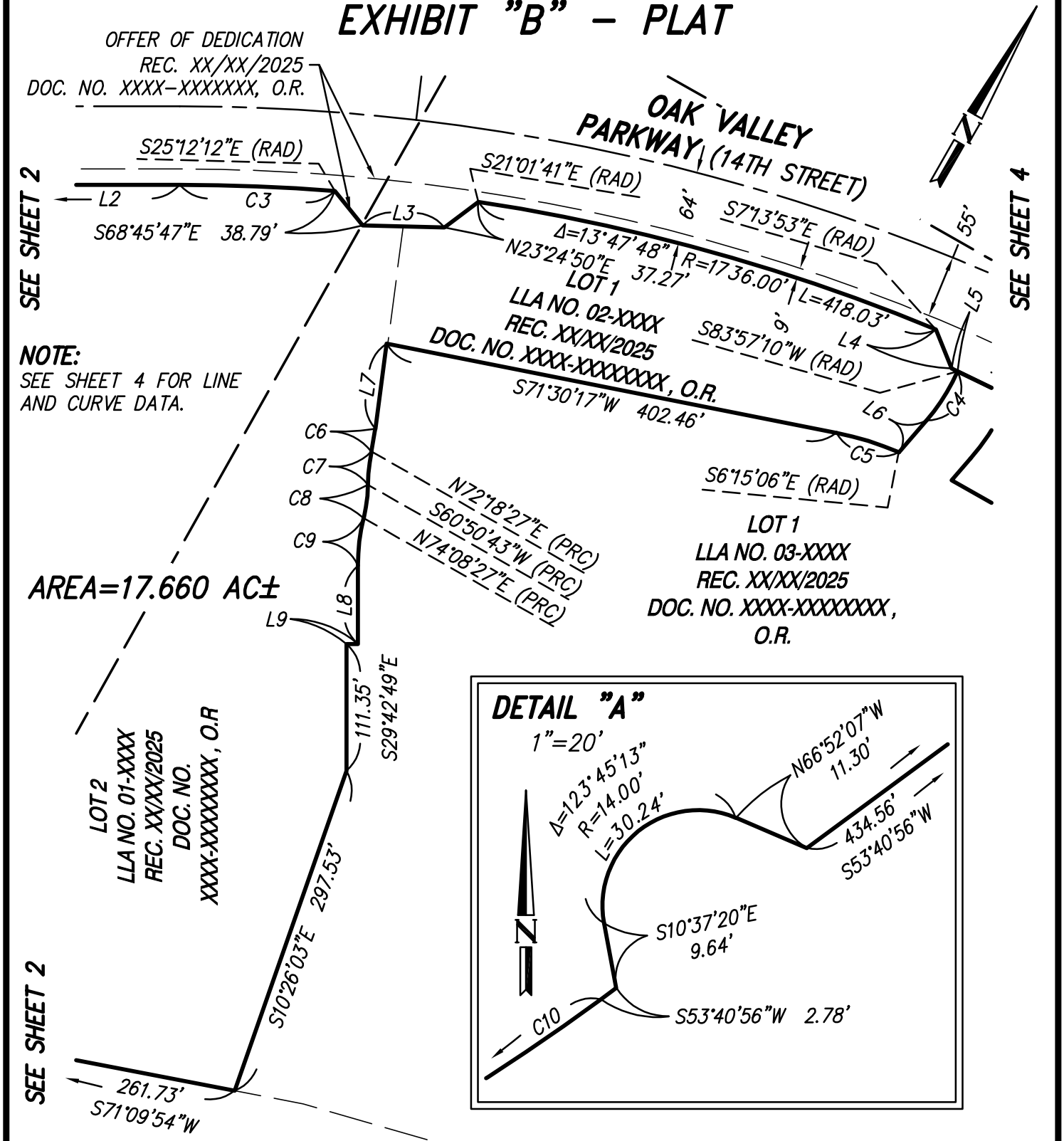
SHEET 2 OF 4

EXHIBIT "B"
PLAT
CITY OF BEAUMONT, CALIFORNIA

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
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EXHIBIT "B" – PLAT



LEGEND

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

120' 60' 0' 120' 240'

GRAPHIC SCALE: 1 INCH = 120 FT

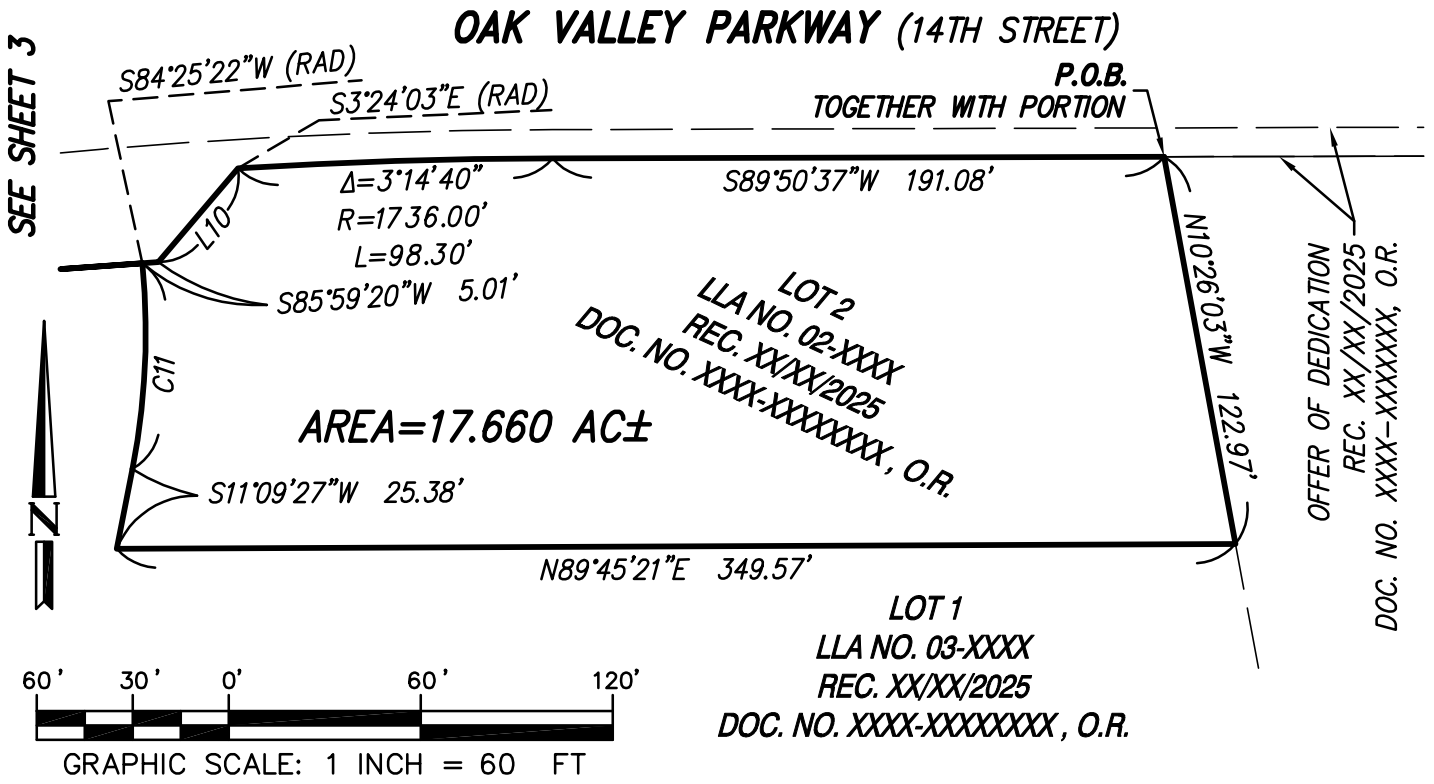
SHEET 3 OF 4

EXHIBIT "B"
PLAT
CITY OF BEAUMONT, CALIFORNIA

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160 S. Old Springs Road
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EXHIBIT "B" – PLAT



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

EXHIBIT "B"
PLAT
CITY OF BEAUMONT, CALIFORNIA

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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;

EXHIBIT "C"
LEGAL DESCRIPTION
CITY OF BEAUMONT, CALIFORNIA

DRC 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

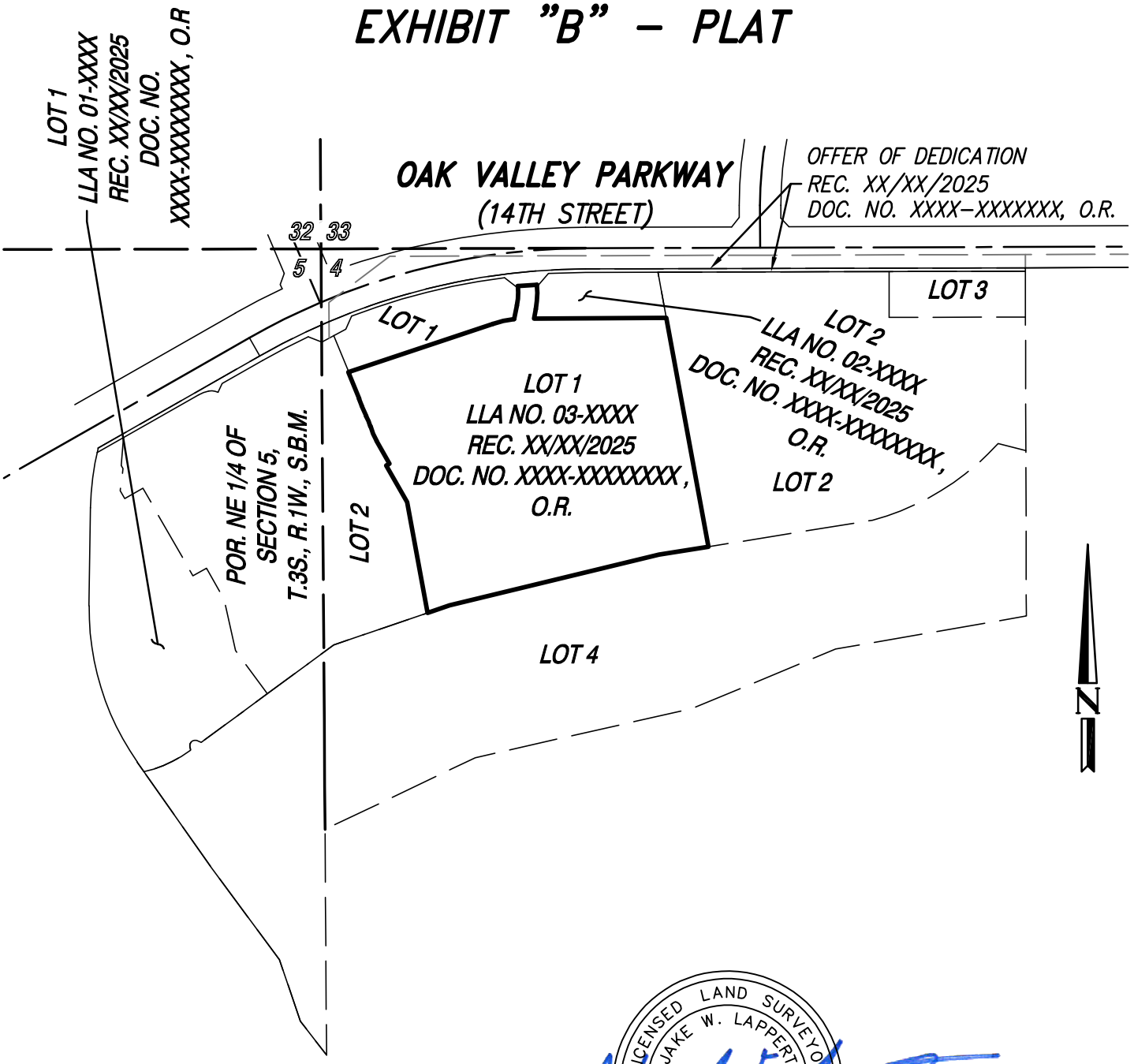
5/20/2025
DATE

LICENSED LAND SURVEYOR
JAKE W. LAPPERT
LS 9303
STATE OF CALIFORNIA

EXHIBIT "C"
LEGAL DESCRIPTION
CITY OF BEAUMONT, CALIFORNIA

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EXHIBIT "B" – PLAT



LICENSED LAND SURVEYOR
JAKE W. LAPPERT
LS 9303
STATE OF CALIFORNIA

05/20/2025

LEGEND

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

400' 200' 0' 400' 800'

GRAPHIC SCALE: 1 INCH = 400 FT

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

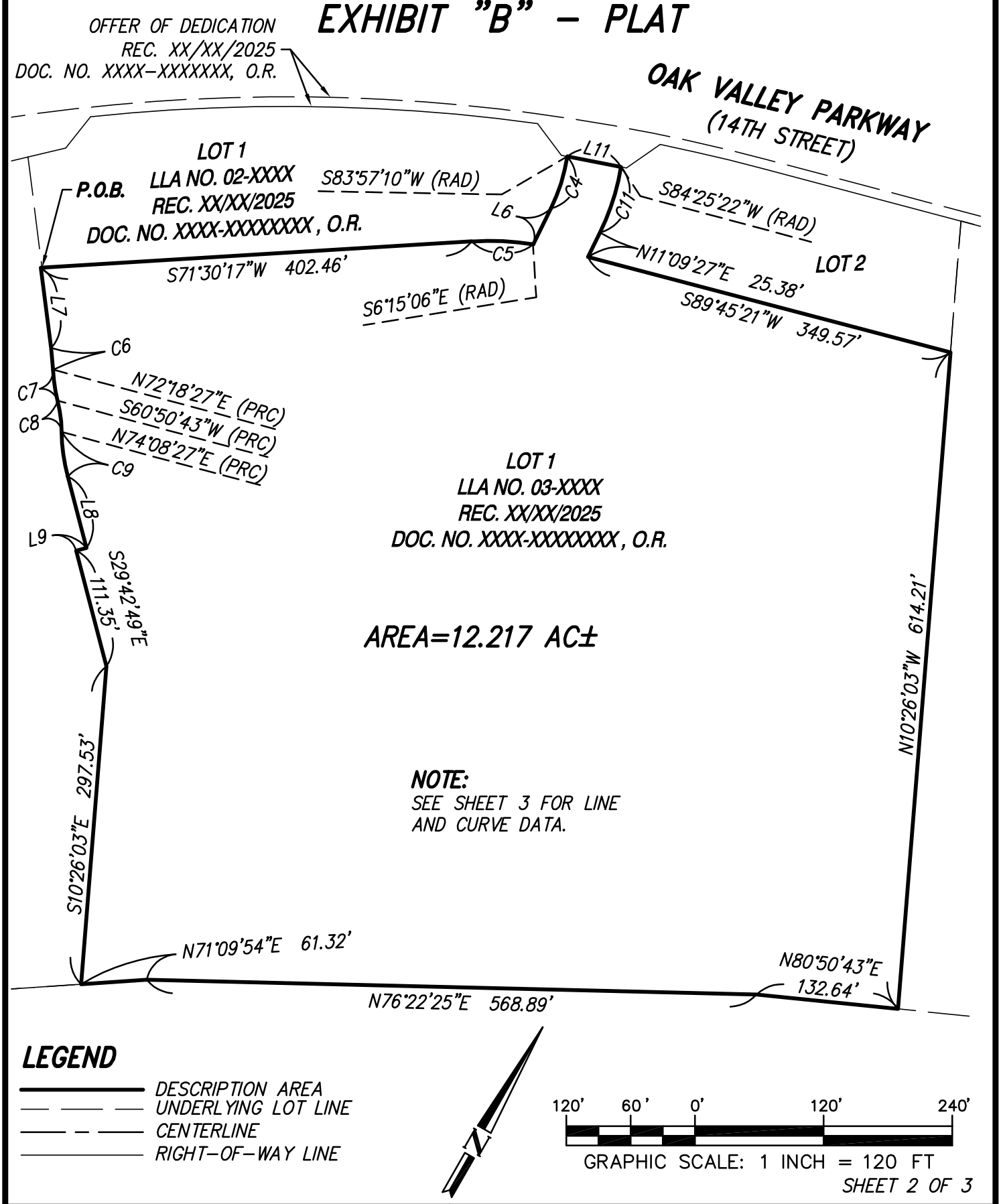
SHEET 1 OF 3

EXHIBIT "D"
PLAT
CITY OF BEAUMONT, CALIFORNIA

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road
Suite 210
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EXHIBIT "B" – PLAT



LEGEND

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

N

120' 60' 0' 120' 240'

GRAPHIC SCALE: 1 INCH = 120 FT

EXHIBIT "D"
PLAT
CITY OF BEAUMONT, CALIFORNIA

DRC Engineering, Inc.
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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'

EXHIBIT "D"
PLAT
CITY OF BEAUMONT, CALIFORNIA

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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

CSI CONSTRUCTION
General Contracting • CM • Design-Build

BUDGET BREAKDOWN

Project: Oak Valley Village PHASE 1
Address: SEC Interstate 10 & Oak Valley Pkwy.
City: Beaumont, CA
Owner: Regency Centers
Schedule: 15 mths
Job #: xxx
Bid Date: 5/15/2025

Offsite +/- 150,589 SF
Onsite +/- 1,260,947 SF

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	-	100,794
01-206	Builder's Risk Insurance	0.000%		-	-
01-201	Perf & Payment Bond	0.000%	-	-	-
90-001	Fee	4.500%	297,163	-	297,163
80-001	Contractor Contingency	10.000%	690,078	-	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

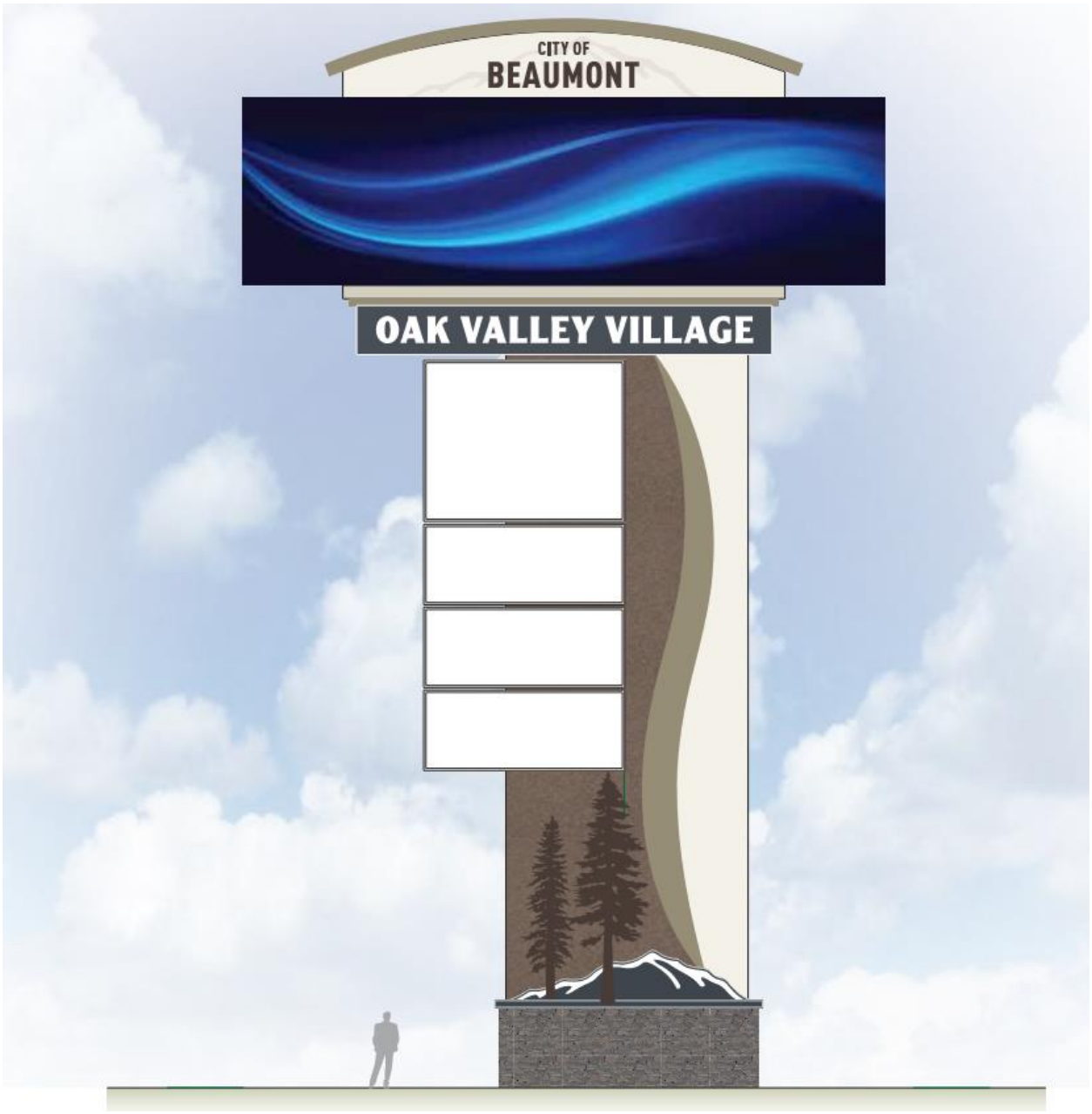
Whereas, Under the terms of the agreement, the principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the County of ____ (or the City of ____) to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of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


CITY OF
BEAUMONT
OAK VALLEY VILLAGE

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

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

The City of Beaumont

c/o City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE)

APNs:

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF BEAUMONT AND
BEAUMONT REGENCY AVG, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

EFFECTIVE DATE: _____, 2025

DEVELOPMENT AGREEMENT

BY AND BETWEEN
THE CITY OF BEAUMONT AND
BEAUMONT REGENCY AVG, LLC

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is entered into this ___ day of _____, 2025 by and between the CITY OF BEAUMONT, a municipal corporation ("**City**"), and Beaumont Regency AVG, LLC, a Delaware limited liability company ("**Owner**"). This Agreement is made pursuant to the Development Agreement Laws (defined below). This Agreement refers to the City and Owner collectively as the "**Parties**" and singularly as the "**Party**."

RECITALS

1. 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 California Government Code Sections 65864-65869.5 (the "**Development Agreement Laws**") to authorize any city, county or city and county to enter into a development agreement with an applicant for a development project, establishing certain development rights in the property which is the subject of the development project application.

2. Owner has a legal and equitable interest in approximately 28 acres of land consisting of eight (8) parcels located within the north-central portion of the City of Beaumont, Riverside County, California, south of and adjacent to Oak Valley Parkway, approximately 500 feet east of Interstate 10 (I-10), and legally described and depicted on Exhibit "A" attached hereto and incorporated herein by this reference ("**Property**").

3. Owner desires to develop the Property in accordance with the provisions and requirements of this Agreement and the Project Approvals attached hereto as Exhibit "B" ("**Project**").

4. This Agreement is voluntarily entered into by Owner to implement the General Plan of the City of Beaumont and in consideration of the rights conferred and the procedures specified herein for the development of the Property. This Agreement is voluntarily entered into by the City in the exercise of its legislative discretion to implement the General Plan and in consideration of the agreements and undertakings of Owner hereunder.

5. On February 12, 2025, the Beaumont-Cherry Valley Water District Board of Directors approved a will-serve letter for water service imposing conditions of approval and authorized the annexation of a portion of the Property into the District's Service Boundary.

6. On May 28, 2025, the Planning Commission of the City of Beaumont ("**Planning Commission**") approved the following land use related entitlements and development rights via approval of the Plot Plan (PP2024-0059) for an approximately 279,941 SF community retail center; Parking Variance (V2024-0019) and Open Space Variance (V2025-0031) – variances to Beaumont Municipal Code ("**BMC**") Section 17.05.040 (parking) and BMC Section 17.03.080.G.6 (open space); Master Sign Program (PLAN 2024-0157); and making findings in accordance with the California Environmental Quality Act ("**CEQA**"), Section 15183 of the

CEQA Guidelines (in the aggregate these approvals are referred to herein as the "**Planning Entitlements**").

7. On May 28, 2025, the Planning Commission adopted Resolution No. 2025-02 making findings required by City Resolution 1987-34 and a recommendation that the City Council of the City of Beaumont ("**City Council**") adopt the Ordinance approving this Agreement ("**Ordinance**"). The Planning Entitlements and the Ordinance are referenced in the aggregate as the "**Entitlement Applications**". The approvals granted as requested by the Entitlement Applications in connection with the development of the Project as intended and proposed are further itemized on **Exhibit "B"** and are referenced in the aggregate herein as the "**Project Approvals**".

8. On _____, 2025, the City Council introduced and adopted the first reading of Ordinance No. XX making findings required by City Resolution 1987-34 and approving this Agreement.

9. On _____, 2025, the City Council held a second reading and considered and approved this Agreement by adopting Ordinance No. XX.

10. The City has given public notice of its intention to adopt this Agreement, has conducted public hearings thereon pursuant to Govt. Code Section 65867 and the Development Agreement Laws. The City has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in the General Plan as amended by the Project Approvals, and that the terms and conditions of this Agreement have undergone extensive review by the City, including the City Council, and have been found to be fair, just and reasonable. The City has further concluded that the pursuit of the Project will promote the health, safety and welfare of the City and its citizens and provide substantial benefits to the City and its residents by, among other things, (a) providing the specific public benefits described below; (b) providing retail opportunities not currently sufficiently available in the community, including retail sales; (c) creating employment opportunities in the commercial, retail sectors; (d) providing new economic benefit to the City and its residents, including new sales tax and property tax revenues that can be used for City services; (e) providing for investment in capital improvements for water, sewer, storm drain, roadway and circulation facilities to further the planned development of land in the City to facilitate local and regional distribution of goods, while minimizing impacts to residents by locating new commercial within a convenient location for residents and visitors.

11. It is the intent of the City and Owner that this Agreement be a legally binding contract which shall prevail over the provisions of any subsequently enacted moratoria, statutes, ordinances, limitations, or other measures, enacted by the City, or under the authority of the City by voter initiative or referendum, and whether or not such initiative, moratorium, referendum, statute, ordinance, limitation, or other measure relates, in whole or in part, to the rate, timing, sequence, or phasing of the development or construction of all or part of the Project or the improvements or affecting parcel or subdivision maps, building permits, occupancy certificates, or other entitlement or authorization to use the Property or to provide utilities which are issued by the City, subject only to the rights and powers reserved to the City under the terms of this Agreement and the requirements of California law.

12. The Project will require the construction of public and private improvements, some of which improvements will benefit the Project, other property and developments within the vicinity of the Property and the entirety of the City. This Agreement will eliminate uncertainty in planning for and securing orderly development of the Project, provide the certainty necessary for Owner to make significant investments in improvements, assure the timely and progressive installation of necessary improvements, provide significant public benefits to the City and provide public services appropriate to each stage of development. Either of the Parties could easily be discouraged and deterred from making the long-term commitments inherent to the process of developing the Project on the Property. Both Parties desire to enter into this Agreement to reduce and/or eliminate as many development risks and uncertainties as possible.

13. As permitted by law through the City's consideration and approval of the Entitlement Applications filed by Owner and/or by this Agreement, the Parties desire to establish the permitted uses for the Project, and to identify the scope of improvements to be required for the Project and, where appropriate, to provide for the payment of certain fees.

14. This Agreement will promote and encourage the development of the Property by providing Owner, its ground lessees, lenders and investors with a greater degree of certainty of Owner's ability to expeditiously and economically complete the Project and will provide the City, among other things, with certain public benefits that it could not otherwise obtain. The Parties agree that the consideration to be received by the City pursuant to this Agreement and the rights secured to Owner hereunder constitute sufficient consideration to support the mutual and respective covenants and agreements of the Parties.

15. In exchange for the benefits to the City, Owner desires to receive the assurance that it may proceed with the Project in accordance with the existing land use ordinances, subject to the terms and conditions contained in this Agreement and to secure the benefits afforded Owner by the Development Agreement Laws with respect to the Project. These assurances are of vital concern to Owner to offset or remove the disincentives and uncertainties inherent in development of the Project.

AGREEMENT

IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES CONTAINED HEREIN AND THE FOREGOING RECITALS WHICH ARE INCORPORATED HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE CITY AND OWNER AGREE AS FOLLOWS:

1. General Provisions.

1.1 **Definitions**. To the extent defined in this Agreement, the terms used in this Agreement shall have the meanings set forth in this Agreement.

1.2 **Property Ownership and Binding Covenants; Execution of Major Retail Lease as a Condition to Closing**. Owner represents that it has a legal or equitable interest in the Property and has the right to enter into this Agreement on behalf of its successors and assigns. Owner further represents and warrants that, unless the City otherwise consents in its sole discretion, Owner will not proceed with the acquisition of fee title to the Property unless, prior to or concurrent with such closing, it has entered into or is entering into a lease with a major retailer with a nation-wide

presence for the lease of at least 125,000 square feet of floor space within the Project. The Parties intend and determine that the provisions of this Agreement shall constitute covenants which shall run with said Property, and the burdens and benefits hereof shall bind and inure to all successors in interest of the Parties. In order to provide continued notice thereof, the Parties will record this Agreement in the public records of Riverside County. The word "**Owner**" as previously defined and used herein shall include each and every successor owner of all or a portion of the Property, or an interest therein, apart from government or quasi-public agencies, who is assigned the rights and responsibilities of all or any portion of this Agreement in accordance with the terms set forth herein, unless and until such Owner is released pursuant to the terms of this Agreement.

1.3 **Effective Date and Term**.

1.3.1 **Generally**. The term ("Term") of this Agreement shall commence on the later of (i) the date the Ordinance adopting this Agreement is effective (the "**Effective Date**") and (ii) the date that the initial Owner identified in the first paragraph above acquires fee title to the Property, and shall continue for a period of ten (10) years thereafter, unless said Term is terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the Parties. Notwithstanding the foregoing, if the Effective Date has not occurred prior to June 30, 2026, and if the City does not elect, in its sole discretion, to further extend that outside date, then this Agreement shall not become effective and it shall be of no force or effect. Each Owner, provided it is not then in material default under this Agreement, shall have the right to extend the Term with respect to the portion of the Property owned by it for an additional five (5) years as to the portion of the Property owned by it by provision of written notice to the City no earlier than one hundred and eighty (180) days and no later than thirty (30) days prior to the expiration of the original Term.

1.3.2 **Effect of Termination**. Following the expiration of the Term, this Agreement and the Project Approvals shall terminate and be of no further force and effect and to evidence such termination the City and Owner shall cause a written notice of termination to be recorded with the County Recorder; provided that such expiration shall not limit, restrict or waive any of the surviving rights and obligations that have accrued as of the date of that expiration as further provided in Section 14.9 below.

1.4 **Equitable Servitudes and Covenants Running With the Land**. Any successors in interest to the City and Owner shall be subject to and benefitted by the provisions set forth in Govt. Code Sections 65865.4. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do, or refrain from doing, some act with regard to the development of the Property: (a) is for the benefit of and is a burden upon the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each successor in interest to Owner during ownership of the Property or any portion thereof and upon each successor in interest to the City. Nothing herein shall waive or limit the provisions of Section 1.5, and no successor Owner of the Property, any portion of it, or any interest in it shall

have any rights in this Agreement except as Assigned to the successor by Owner in writing pursuant to Section 1.5 below.

1.5 **Assignment**.

1.5.1 Subject to the other provisions of this Agreement, Owner shall have the right to assign (and each such action is referred to herein as an "**Assignment**"), in whole or in part, its rights, interests and obligations under this Agreement to a third party during the term of this Agreement (an "**Assignee**").

1.5.2 No Assignment shall be effective until the City approves the Assignment pursuant to Section 1.8.2 below. Approval shall not be unreasonably withheld, conditioned or delayed provided the proposed Assignee provides documentation to the City, along with the formal request for approval of Assignment, that shows:

(a) The proposed Assignee (or, at the election of the assigning Owner, the assigning Owner acting as guarantor of Assignee's performance) has the financial ability to meet the obligations proposed to be assigned and to undertake and complete the obligations of this Agreement affected by the Assignment; and

(b) The proposed Assignee has adequate experience with similar developments of comparable scope and complexity to the portion of the Project that is the subject of the Assignment.

Any request for City approval of an Assignment shall be in writing and accompanied by certified financial statements of the proposed Assignee for the three (3) most recent fiscal years and any additional information concerning the identify, financial condition and experience of the proposed Assignee as the City may reasonably request; provided that, any such request for additional information shall be made, if at all, not more than fifteen (15) business days after the City's receipt of the request for approval of the proposed Assignment. If the City decides to disapprove any proposed Assignment, the City shall set forth in writing and in reasonable detail the grounds for such disapproval. If the City fails to respond to such request for approval of the Assignment within thirty (30) days after submission of such request for approval Owner shall submit a second written request in accordance with Section 8 specifically reciting the terms of this paragraph calling for deemed consent in the event of failure to respond and if City continues to fails to approve or disapprove the request, then the City shall be deemed to have consented to such assignment ten (10) days after the receipt of the second notice.

1.5.3 Owner shall have the right, upon at least twenty (20) calendar days prior written notice to the City, to Assign all or any portion of this Agreement to a Lender in connection with the granting, with respect to the Property, of a 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 without the obligation to comply with Section 1.5.2 and without consent of the City, but only for the purpose of securing loans of funds to be used for refinancing any existing encumbrance, or financing the development, construction or operation of improvements on the Property, performance of mitigation and public benefits and other development related to the

Property, and other necessary and related expenses including but not limited to payment of fees, taxes and assessments.

1.5.4 Subject to the other applicable requirements of this Section 1.5, Owner shall have the right upon at least ten (10) calendar days prior written notice thereof to City and without the obligation to comply with Section 1.5.2 and without consent of the City: (a) to assign its rights, interests and obligations under this Agreement to an Owner Affiliate, and (b) to assign to any tenant operating on and occupying the Property or any portion thereof the portion of this Agreement applicable to the Property or portion thereof so leased or occupied. Notwithstanding anything in this Agreement to the contrary, nothing herein shall be construed or understood to restrict Owner's right to transfer the Property or any direct or indirect interest therein. For purposes of this Agreement, "Owner Affiliate" means (a) any entity that controls Owner, is controlled by Owner, or is under common control with Owner

1.5.5 Except as otherwise set forth in this Section 1.5.5 or Section 12, or as to the Anchor Tenant as defined in Section 11 following execution of a recorded Assignment of all or any portion of this Agreement, each Assignee shall be an Owner having the rights and obligations of an Owner under this Agreement with respect to the matters assigned, and shall be responsible to complete the improvements within the portion of the Property it acquires which are required to be constructed by such Owner and all related public improvements not then completed required to serve or otherwise required for the operation or use of any completed improvements on such portion of the Property and the Project. In addition, if bonds or other security are then in place to secure obligations under a subdivision map or other obligation and such security is being replaced in connection with such Assignment, Assignee shall provide for the assignment of existing security and bonds or issuance of equal new equal substitute security or bonds prior to the effective date of such Assignment. Upon any Assignment of this Agreement or the rights hereunder approved by the City, the seller, transferor or assignor shall be released of all obligations under this Agreement that relate to the portion of this Agreement and the Property being transferred and, thereafter, City shall look solely to such transferee for compliance by such transferee with the provisions of this Agreement as such provisions relate to the portion of the Property acquired by such transferee. In connection with each such transfer, transferor shall require the Assignee to assume in writing all of the obligations under this Agreement that relate to the portion of the Property being transferred. If any such Assignee defaults under this Agreement, such default shall not constitute a default by the Owner of any other portion of the Property and shall not entitle City to terminate this Agreement with respect to such other portion of the Property or the Owner thereof who is not in default. Each Assignee shall be responsible for the reporting and annual review requirements relating to the portion of the Property with respect to which such transferee is the Owner.

1.6 **Notices**. Formal written notices, demands, correspondence and communications between the City and Owner shall be sufficiently given if delivered or sent to the Parties by the means and in the manner set forth in Section 8 hereof. Such written notices, demands, correspondence and communications may be directed in the same manner to such other Persons and addresses as either Party may from time to time designate. Owner shall give written notice to the City concurrently with any Assignment of its rights, interests and obligations under this Agreement, setting forth the portion of the Property transferred in connection with such Assignment, the name of Assignee and Assignee's mailing address, the name and address of a

single person to whom any notice relating to such Assignee shall be given, the effective date of the Assignment and any other information reasonably necessary for the City to take any other action the City is required to take under this Agreement with respect to such Assignment.

1.7 **Amendment of Agreement**. This Agreement may be amended from time to time by mutual consent of the Parties, in accordance with the provisions of Govt. Code Sections 65867 and 65868, by means of an ordinance adopted by the City Council.

1.8 **Major Amendments and Minor Amendments**.

1.8.1 **Major Amendments**. Any amendment to this Agreement which affects or relates to (a) the Term of this Agreement; (b) the uses allowed on the Property; (c) provisions for the reservation or dedication of land; (d) conditions, terms, restrictions or requirements for subsequent discretionary actions; (e) the density or intensity of use of the Property or the maximum height or square footage of proposed buildings or other structures or improvements; (f) monetary contributions by Owner or (f) any other substantive change to this Agreement determined to be material by City in its reasonable and good faith judgment, shall be deemed a "**Major Amendment**" and shall require the giving of notice and approval or disapproval in a public hearing before the Planning Commission and the City Council.

1.8.2 **Minor Amendments**. The Parties acknowledge that interpretation of the terms of this Agreement or the Project Approvals involving certain minor changes may be appropriate with respect to the details and performance of the Parties under this Agreement ("**Minor Amendment**"). The Authority to enter into such Minor Amendments, or to take any other actions in the implementation or application of this Agreement, is hereby delegated to the City Manager and the City Manager is hereby authorized to execute any Minor Amendments or take such implementing actions without further City Council action. However, nothing in this Agreement shall be construed to prohibit the City Manager from seeking approval of Minor Amendments or actions in implementation of this Agreement from the City Council, in accordance with the provisions applicable to Major Amendments.

2. Development of the Property.

2.1 **Vested Rights; Permitted Uses and Development Standards**. Owner shall have the vested right to develop the Project and the Property in the manner, to the extent, for the uses and in accordance with and subject to the terms and conditions of this Agreement, the Applicable Rules and the Project Approvals. In accordance with Government Code Section 65866, "Applicable Rules" means (a) the land use regulations of the City, such as, but not limited to, the General Plan, the Project Approvals and other laws, statutes, ordinances, rules and regulations and official policies governing permitted uses of land, density, design, and improvement and construction standards and specifications applicable to development of the Project on the Property in effect as of the Effective Date, including but not limited to those governing the planning and zoning laws applicable to the Project, and (b) future rules that are not inconsistent with the

foregoing and made applicable to the Project in accordance with the requirements of this Agreement or which are hereafter agreed to in writing by Owner and the City.

2.2 **Subsequent Project Approvals**.

2.2.1 **Discretionary Approvals**. The vested right to develop the Project granted to Owner pursuant to this Agreement may require the Owner to seek subsequent discretionary approvals; provided, that, as set forth in Government Code Section 65865.2, in reviewing and acting upon these subsequent discretionary approvals, the City shall not impose any conditions, terms, restrictions or requirements that preclude the development of the Project for the uses and to the density and intensity of development set forth in the Project Approvals. Any subsequent discretionary approvals, including conditional use permits and plot plan approvals, shall become part of the Project Approvals once approved and after all appeal periods have expired, or, if an appeal is filed, after the appeal is decided in favor of the approval. In reviewing and approving applications for subsequent discretionary approvals, the City shall exercise its discretionary review and may attach such reasonable conditions and requirements as may be deemed necessary or appropriate to carry out the policies, goals, standards and objectives of the General Plan and to comply with legal requirements and policies of the City pertaining to such discretionary approvals, so long as such conditions and requirements do not preclude the uses and/or the density and intensity of use set forth in this Agreement and are not inconsistent with the Applicable Rules. Any such approval shall become subject to all the terms and conditions of this Agreement, shall be treated as a Project Approval, and Owner's right to proceed in accordance with those approvals shall be deemed vested under this Agreement.

2.3 **Duration of Maps and Project Approvals**. Pursuant to Govt. Code Section 66452.6(a), the duration of all tentative and final maps filed by Owner with respect to the Property or any portion thereof and approved by the City shall remain in effect for the Term of this Agreement and shall terminate concurrently with the termination of this Agreement. Tentative maps, either vesting or non-vesting, may be processed in phases subject to the Applicable Rules and Subdivision Map Act. In addition, all Project Approvals, including all plot plans, conditional use permits and other entitlement permits and approvals issued by the City with respect to the Project shall remain in effect for Term of this Agreement. The term of ministerial permits such as grading permits and building permits shall not be affected by or extended by this Agreement.

2.4 **CEQA**. The evaluation of environmental impacts for the Project is contained in Environmental Assessment No. ENV2025-0002. Based upon the City's current findings under Section 15183 of the CEQA Guidelines, no further environmental review is required for the Project, and a Notice of Exemption will be filed with the applicable public office or official.

2.5 **Development Timing and Phasing**.

2.5.1 **Generally**. The Parties acknowledge that Owner cannot at this time predict with certainty when or the rate at which phases of the Property would be developed. Such decisions depend upon numerous factors which are not all within the control of Owner, such as market orientation and demand, interest rates, competition and other factors. Because the California Supreme Court held in *Pardee Construction Co. v. the City of Camarillo*, 37 Ca1.3d 465 (1984), that the failure of the Parties therein to provide for the timing of development resulted

in a later adopted initiative restricting the timing of development controlling the Parties' agreement, it is the intent of the City and Owner to hereby acknowledge and provide for the right of Owner to develop the Project in such order and at such rate and times as Owner deems appropriate within the exercise of its sole and subjective business judgment, subject to the terms, requirements and conditions of the Applicable Rules and the Project Approvals, including but not limited to the infrastructure phasing requirements therein, and this Agreement. The City acknowledges that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement, and that without such a right, Owner's development of the Project would be subject to the uncertainties sought to be avoided by the Development Agreement Laws and this Agreement. Owner shall use commercially good faith efforts, in accordance with its sole and subjective business judgment and taking into consideration market conditions and other economic factors influencing Owner's sole and subjective business judgment, to commence or to continue development, and to develop the Project in a regular, progressive and timely manner in accordance with the provisions and conditions of this Agreement and with the Project Approvals, however, Owner shall not, by reason of its entry into this Agreement or commencement of any phase of the Project, have an obligation to commence construction of any phase or portion of the Improvements other than Improvements already commenced and related infrastructure.

2.5.2 **Project Not Subject to Restrictions**. Subject to Development Agreement Laws, Owner and the City intend that, except as otherwise provided herein, this Agreement shall vest the Applicable Rules and the Project Approvals against subsequent City resolutions, ordinances, growth control measures, initiatives and referenda (other than a referendum on the current Project Approvals that specifically overturns the City's approval of these Project Approvals) that would directly or indirectly limit the rate, timing or sequencing of development, or would prevent or conflict with the land use designations, permitted or conditionally permitted uses on the Property, design requirements, or the density and intensity of uses as set forth in the Project Approvals, and that any such resolution, ordinance, measure, initiative or referendum shall not apply to the Project Approvals and the Project. In the event of a conflict between this Agreement and such subsequent action, this Agreement shall control to the extent of such conflict. The orderly and measured build-out of the Project in accordance with the Applicable Rules will allow for the absorption of the new development into the community and the integration of the Project into the community.

2.5.3 **Infrastructure Improvements and Phasing**. Consistent with this Agreement and the Project Approvals, each final map shall include a detailed description of the infrastructure improvements, utility easements and other requirements under the map. As necessary for orderly development of the Project, the City may modify the public improvement requirements necessary to serve each phase as shown on particular final maps so long as such modifications substantially comply with the intent of this Agreement and the Applicable Rules. Owner and City further recognize that economic and market conditions may necessitate changing the order in which the Project infrastructure is constructed, and City and Owner hereby agree that should it become necessary or desirable to develop any portion of the Project's infrastructure in an order that differs from the order set forth in this Agreement, the Project Approvals or any subsequent Project approvals, Owner and City shall meet and confer and City shall permit any such modification reasonably requested by Owner so long as the modification continues to ensure adequate infrastructure is available to serve the improvements on that portion of the Project that is in fact being constructed at that time.

2.6 **Property Acquisition for Offsite Infrastructure**. Owner and City shall dedicate and/or make available without further cost or charge, any right of way, utility easement or other property rights over the property they own or control as necessary to construct or otherwise provide the public improvements contemplated by this Agreement and the Project Approvals. Owner and City have confirmed that they do not have any current knowledge that any additional right of way or other property interests required for construction of the public improvements are outside of the ownership or control of the Owner and City.

If, notwithstanding their current understanding that no additional right of way or property interests will be required for the Project, such acquisition does become necessary, Owner shall, in a timely manner as determined by the City and consistent with the requirements of the Project and the conditions of approval for the Project, acquire the property rights necessary to construct or otherwise provide the public improvements contemplated by this Agreement and the Project Approvals. In any instance where Owner is required to construct any public improvement on land within the municipal limits of the City, as the same are determined, and to which neither Owner nor the City has sufficient title or interest, including fee title, an easement, right of way or license determined necessary by the City, Owner shall make reasonable, good faith efforts to acquire such title or interest for at least ninety (90) days. For the purposes of this Section, "reasonable good faith efforts" shall include proof that Owner made a written offer to purchase the property interest at fair market value, in accordance with an appraisal conducted by an MAI appraiser. If Owner is unable to acquire such title or interest despite demonstrating to the City such reasonable, good faith efforts, Owner may request of the City in writing and the City shall, subject to compliance with all applicable laws governing notice, hearing and deliberation, consider the acquisition of such title or interest by condemnation provided Owner funds the cost of such activities in advance. If the City intends to approve the acquisition of such title or interest by condemnation, Owner shall first be required to enter into a reimbursement agreement with City whereby Owner deposits monies with City to cover all reasonable costs associated with such acquisition or condemnation proceedings including but not limited to attorneys' fees, expert witness fees, cost of the property interest being acquired and jury awards of any kind and all of the legal, appraisal and other costs reasonably incurred by City related to the acquisition of such title or interest by condemnation in accordance with applicable law. Upon acquisition of the necessary interest in land, or upon obtaining a right of entry, either by agreement or court order, Owner shall commence and complete the public improvements. This requirement shall be included, and, if necessary, detailed, in any subdivision improvement agreement entered into between Owner and the City pursuant to Govt. Code § 66462.

2.7 **Fee Credits, Reimbursement and Incentive Payment**

2.7.1 **Traffic and Transportation Improvements**. As a condition to issuance by the City of a certificate of occupancy for the first building in the Project, to offset impacts from the Project due to vehicular traffic and other causes and as specifically provided in the conditions of approval for the Project, Owner shall construct the traffic, transportation, and related improvements listed on Exhibit "D" to this Agreement and described in the referenced plans for those improvements ("**Offsite Traffic Improvements**"), the currently estimated cost of which is also identified in Exhibit "D". Notwithstanding the forgoing, if Owner is delayed in construction of that portion of the Offsite Traffic Improvements consisting of traffic lights and related improvements located at the intersections of Elm Avenue and Oak Valley Parkway and Desert

Lawn Drive and Oak Valley Parkway ("Traffic Signal Improvements" and collectively with the Offsite Traffic Improvement, the "Offsite Traffic Improvements")based on required acquisition of property rights from third parties by negotiation or condemnation, City shall not withhold the issuance of a certificate of occupancy for such reason as provided in the preceding sentence; thereafter, Owner shall diligently and continuously secure the third party property rights, complete the improvements within one year thereafter and seek reimbursement of the cost of such improvements separately from the remainder of the Offsite Traffic Improvements upon completion of such improvements in accordance with this Section 2.7.1. Provided that (i) Owner has substantially completed the Offsite Traffic Improvements, (ii) Owner has substantially completed the on-site improvements (i.e. horizontal work including grading, asphalt, landscape, utilities, concrete, parking lot lighting, etc. in all material respects), and (iii) EITHER (A) a major retailer with a nation-wide presence having at least 125,000 square feet of floor space has opened within the Project, OR (B) Owner obtained certificates of occupancy from the City for not less than 50,000 square feet of building space for the Project (to include, as a portion of such square footage, a grocery store of at least 20,000 square feet in size) and City has received at least one dollar of sales tax revenue originating from a business located within said improvements, then City shall reimburse Owner for the actual cost of the construction of the Offsite Traffic Improvements within thirty (30) days after City receives the Owner's written request for reimbursements provided such request meets all of the submittal requirements in this Agreement and is in compliance with a reimbursement agreement to be executed by Owner and City in the form attached hereto as Exhibit D-1, attached hereto and made a part hereof by this reference ("**Offsite Traffic Improvement Reimbursement Agreement**"). City and Owner shall execute the Offsite Traffic Improvement Reimbursement Agreement contemporaneously with and subject to the effectiveness of this Agreement. In connection with such reimbursement Owner shall provide to City copies of receipts for paid invoices for all labor, materials, equipment and other amounts incurred by Owner to construct the Offsite Traffic Improvements in a lien free condition. If City determines that any submission for reimbursement is incomplete, it shall notify Owner of any additional required submission materials within the (10) days after submission to the City.. If there is disagreement with respect to the right to reimbursement on any portion of any submission, it shall not limit reimbursement for the undisputed portion of any submission and that undisputed portion shall be paid without delay.

It is intended that the Offsite Traffic Improvements will be subject to prevailing wages, but that the reimbursement of the same shall not trigger the payment of prevailing wages for any of the other private elements of the Project under Labor Code Section 1720(c)(2) providing that (i) where public funds are paid solely for public improvements on an otherwise private development project and those public improvements are required as a condition of regulatory approval, and (ii) the public entity contributes no more money or assistance to the project than what is required to fund the cost of those public improvements, and (c) the public entity does not retain a proprietary interest in the overall project, then only the public improvements shall be subject to the requirement for payment of prevailing wage. Notwithstanding the forgoing the amount of reimbursement by the City for the construction of the Offsite Traffic Improvements shall not exceed the amount of Six Million Dollars $6,000,000 ("**Maximum Reimbursement**"). The City Council will provide for the Maximum Reimbursement Amount in the City's Capital Improvement Program and Budget at the time of approving the Ordinance adopting this Agreement so that such reimbursement is documented, scheduled and committed to as a part of the standard budgeting process. The Offsite Traffic Improvements receiving reimbursement from the City under this Section 2.7.1 shall not be

subject to additional reimbursement under Section 2.7.2 below. Notwithstanding anything herein to the contrary, in no event shall the reimbursements received by Owner with respect to the Offsite Traffic Improvements exceed the maximum amount permitted by Labor Code Section 1720(c) so as to ensure that, under all circumstances, such reimbursement shall not trigger a prevailing wage requirement on any improvements other than the Offsite Traffic Improvements.

2.7.2 Reimbursement Agreement. Owner shall be entitled to receive a reimbursement for public improvements built at the sole cost and expense of the Owner that exceed the capacity required by the Owner's project ("**Additional Capacity**") from future parties who will benefit from such Additional Capacity. If Owner becomes aware of any future property that would be subject to this reimbursement requirement, Owner shall promptly provide written notice to City of such property and the amount of the reimbursement proposed. The City shall enter into an agreement to reimburse Owner from development agreement fees, CFD funds, development impact fees, grants or other fees paid for the Additional Capacity by developers of other properties contributing their fair share to such Additional Capacity or funded by CFD funds under a reimbursement agreement for such improvements consistent with the applicable provisions of Govt. Code Sections 66485-66489 ("**Reimbursement Agreement**") in order to allow Owner to recover the total amount for such excess capacity as and when such additional projects receive building permits. The Parties acknowledge that the goal of any such Reimbursement Agreement is to seek to assure that all future projects pay their fair share of the cost of the Additional Capacity, as reasonably determined by the City. Without limiting the effect of the foregoing, the City will have no direct financial or other liability to Owner under any Reimbursement Agreement other than with respect to the funds received from the Benefiting Parties or other third party sources, and will only administer reimbursements from projects that benefit from the Additional Capacity or such third party sources. Such separate Reimbursement Agreement shall have a term of no longer than twenty-five (25) years. To ensure that owners of property which reasonably benefit from the Additional Capacity ("**Benefiting Parties**") pay their fair share for such improvements, the City hereby agrees that, to the extent that it has legal authority to do so, it shall condition or otherwise require that Benefiting Parties pay for such improvements, either through development agreements, subdivision improvement agreements or other mechanisms with the City or by requiring that such Benefiting Parties enter into agreements with Owner directly. The Reimbursement Agreement between the City and Owner shall provide that if and when a particular property benefiting from the Additional Capacity is developed, the City shall either reimburse Owner for the pro rata share of the costs of the Additional Capacity actually used by it or shall enforce the condition or obligation for payment set forth in any separate agreement or assign the right to so enforce the separate agreement to Owner. Owner shall have no recourse against the City under the Reimbursement Agreement except that the City shall have the obligation, enforceable by Owner, to pay to Owner, until Owner is fully reimbursed for the costs of the Additional Capacity, any monies it receives from developers or other sources for the Additional Capacity, including but not limited to grant funding. Similarly, if the Benefiting Party fails to reimburse Owner for the Additional Capacity, Owner shall have no recourse against the City for the actions of such Benefiting Party; however, Owner shall retain all rights against the Benefiting Parties and benefited property, if any. In no case shall the City be obligated to reimburse Owner from general funds of the City (other than third party funds received for the purpose of reimbursement to Owner) or file any litigation to enforce or collect monies from developers. Whenever in this Agreement or in future reimbursement agreements the City is making reimbursements to Owner, the reimbursements shall be made on a quarterly basis. The City shall not reimburse Owner for costs

of interim temporary improvements (improvements with a service life of less than 5 years) as reasonably determined by the City.

2.7.3 **Application of Fee Credits and Reimbursement Rights**. Owner's rights of reimbursement for Offsite Traffic Improvements and Additional Capacity shall vest for each improvement upon construction and payment, as specified in Section 2.7.1 and 2.7.2, as applicable. Owner's reimbursement amounts shall include all actual "hard" and "soft" direct and indirect costs of design, permitting, processing, construction and land acquisitions and/or right of way acquisition costs arising from or related only to obligations incurred in transactions with third parties and Owner's performance under this Agreement as to the Offsite Traffic Improvements or Additional Capacity, as applicable. In any event, the reimbursements to Owner for Offsite Traffic Improvements under Section 2.7.1 shall not exceed the Maximum Reimbursement amount set forth in Section 2.7.1.

2.8 **Rules, Regulations and Official Policies; Future Rules**.

2.8.1 **Applicable Rules**. During the Term, the rules, regulations, ordinances and official policies governing the permitted uses of land, the density and intensity of use, conceptual architecture, and improvement of the Property including but not limited to the maximum height and size of proposed buildings and other structures and improvements on the Property, shall be those rules, regulations and official policies in force on the effective date of the ordinance enacted by the City Council approving this Agreement. Except as otherwise provided in this Agreement, (a) the permitted uses of the Property shall include construction of commercial buildings and appurtenant structures, installation of all improvements and infrastructure reasonably incident thereto, and all other uses permitted under the Project Approvals. The density and intensity of use of the Property and the maximum height and size of proposed buildings shall be as set forth in the Applicable Rules. Except as expressly provided otherwise in this Agreement, to the extent any future changes in the General Plan, zoning codes or any future rules, ordinances, regulations or policies adopted by the City purport to be applicable to the Property but are not consistent with the terms and conditions of this Agreement, the terms of this Agreement and the Applicable Rules in effect prior to such changes shall prevail.

2.8.2 **Reservation of Rights**. Unless permitted pursuant to clauses (a) through (e) of this Section 2.8.2, any future changes in the General Plan, zoning codes or future rules, ordinances, regulations or policies including any moratorium, whether adopted by initiative or referendum or otherwise, shall be deemed to be inconsistent with the vested rights conferred by this Agreement and shall therefore not be applicable to the development of the Property or the Project and shall not interfere with or prevent the development of the Property; provided that the following are deemed not to be inconsistent with the Applicable Rules:

(a) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, excluding only any such procedural provisions specifically set forth in this Agreement, which shall continue to be controlling.

(b) The application to the Property of state or federal laws, and changes in City laws, regulations, plans or policies which are specifically mandated and required by

changes in state or federal laws or regulations. To the extent that any actions of federal or state agencies (or actions of regional and local agencies, including the City, required by federal or state agencies) have the effect of preventing, delaying or modifying development of the Property, the City shall not in any manner be liable for any such prevention, delay or modification of said development. Owner is required, at its cost and without cost to or obligation on the part of the City, to participate in such mandatory regional or local programs and to be subject to such development restrictions as may be mandated by reason of such actions of federal or state agencies (or such actions of regional and local agencies, including the City, required by federal or state agencies). In the event either Party believes that state or federal laws or regulations enacted after this Agreement is entered into are inconsistent with or prevent or preclude compliance with one or more provisions of this Agreement and/or require changes in Project Approvals, such Party shall provide the other Party with a copy of such law or regulation and written notice concerning the conflict with this Agreement or the required change in Project Approvals. The Parties shall, within thirty (30) days of the first such notice, meet and confer in good faith in a reasonable attempt to modify this Agreement and/or the Project Approvals to comply with such law or regulation in the manner that is least disruptive to the vested rights and Applicable Rules in effect prior to such new law and that preserves the purpose and intent of this Agreement to the maximum feasible extent. Thereafter, if the Parties are unable to reach agreement on the effect of such Federal or State law or regulation, the matter shall be scheduled for hearing before the City Council by the City Clerk, at its next most convenient meeting. At least ten (10) days' written notice of the time and place of such hearing shall be given by the City Clerk to the representative of Owner and the City Manager. The City Council, at such hearing, or at a continuation of such hearing, shall determine the exact modification which is necessitated by such Federal or State law or regulation. Owner, and any other interested person, shall have the right to offer oral and written testimony at the hearing. Approval of any change or modification shall be by the affirmative vote of not less than a majority of the total voting membership of the City Council. The determination of the City Council shall be final and conclusive, except for judicial review thereof.

(c) Regulations that may be inconsistent with the Applicable Rules but that, after duly noticed public hearing before the City Council, are determined necessary to protect the public from conditions that would be dangerous to their health and safety, which condition cannot be mitigated in a reasonable manner with respect to the development of the Property and the Project except through the imposition of such future regulation and which future regulations are applied consistently and evenly throughout the City. In determining whether any such regulations are necessary to protect the public health and safety as set forth above, the City Council shall make findings, based on substantial evidence presented to and accepted by the City Council, that the changes are necessary to protect the public health or safety and that the other conditions described above apply. To the extent possible, any such regulations shall be applied and construed to minimally impact Owner's rights provided under this Agreement. No such subsequently adopted changes in the General Plan, zoning codes or rules, ordinances, regulations or policies of the City shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Existing Project Approvals, as the same may be amended in accordance with the requirements of this Agreement.

(d) Regulations that are not inconsistent with the Applicable Rules and do not adversely affect the ability to complete the Project in accordance with the Project Approvals or significantly increase the cost of completing or operating the Project.

(e) Regulations that are inconsistent with the Applicable Rules to the extent, but only to the extent, each Owner to which such regulations would be applicable has given written consent to the application of such regulations to development of the Property, such consent to be granted or denied in such Owner's sole discretion.

If application of a subsequently enacted law, rule, regulation or policy under Section 2.8.2(b) through (e) above results in a reduction in the scope of the Project (as by reducing the permitted square footage, use or density of development), then the exactions required hereunder shall be equitably reduced.

2.8.3 The Project shall be constructed in accordance with the applicable standards, requirements and prohibitions of the Uniform Building, Mechanical, Plumbing, Electrical, Fire Codes and other codes, City standard construction specifications and details and Title 24 of the California Code of Regulations (California Building Standards Code) in effect throughout the City at the time of approval of the appropriate building, grading, encroachment or other construction permits for the Project. The City adopts by reference guidelines, policies and standards applicable to roads, utility lines, public improvements and fire safety imposed by other agencies including Riverside County and the Orange County Sanitation District ("Incorporated Regulations") which are applicable to properties on a citywide basis. The Project shall be constructed in accordance with the Incorporated Regulations in effect at the time of approval of the appropriate building, grading, encroachment or other construction permits for the Project. If no permits are required for the infrastructure improvements required by the Project Approvals, such improvements shall be constructed in accordance with the provisions of the codes delineated herein in effect at the start of construction of such infrastructure. Ordinances, resolutions, rules, regulations and official policies governing the design, improvement and construction standards and specifications applicable to public improvements to be constructed by Owner shall be those in force and effect at the time the applicable permit for the construction of such improvements is issued. If no permit is required for the public improvements, the date of the permit shall be deemed the date construction for the public improvements is commenced.

2.9 **Fees, Exactions, Conditions and Dedications**.

2.9.1 Development Fees. Impact fees, connection fees and capacity fees levied by the City shall be those in effect at the time of the issuance of a building permit and due and payable by Owner prior to the issuance of the building permit for the building in question. For the sake of clarity, as a condition to building permit issuance for each building, Owner shall pay the development impact fees listed on Exhibit "C" for such building in the amount in effect at the time the building permit for such building is issued, as well as any new or increased development impact fees authorized by this Agreement and adopted in accordance with applicable law. The City retains discretion to prospectively revise such fees as the City deems appropriate, in accordance with applicable law, and to adopt new development impact fees in accordance with applicable law. The City may apply subsequently adopted development impact fees to the Project if the same are applied uniformly to development either throughout the City or with a defined area of benefit that includes the Property so long as the subsequently adopted exaction is not applied on an ad hoc basis solely applicable to or targeted at the Project and the subsequently adopted fee does not physically prevent development of the Property for the uses and to the density and intensity of development set forth in this Agreement. The development impact fees listed on Exhibit "C", as

the same may be modified pursuant to this Agreement, are referred to herein as "**Development Fees**". For the sake of clarity, Owner shall pay the Development Fees at the time of and in the amount as determined by the City at the time the building permit is issued for such building and such payments shall be paid as a condition of building permit issuance or at such other time as required by the generally applicable provisions of the Beaumont Municipal Code. Nothing in this Agreement shall prevent an Owner from contesting, in any appropriate forum, the imposition or the amount of any processing fees, development impact fees or exaction, or any increases therein, under the provisions of applicable law. Notwithstanding any pending contest of such fees, City shall proceed with issuance of all required approvals and permits with respect to the Project and shall not withhold or delay issuance of those permits or approvals based upon any pending good faith protest or appeal with respect to such future fees or exactions or increases therein.

2.9.2 **Limitations; Future Impacts**. Except as otherwise specifically set forth in this Agreement, in the Project Approvals or in the Applicable Rules, the City shall not impose any obligations on Owner to dedicate land or to construct improvements, or impose any exactions to defray all or a portion of public improvements, public services, community amenities or for other municipal purposes, mitigation measures, obligations for construction of on-site or offsite improvements or dedication or reservation requirements upon Owner that apply to the Property, the Project or any improvements thereon or permit or Project Approval therefor without the prior written consent of each affected Owner in its sole discretion. Notwithstanding the foregoing, if the Project or any part thereof is modified by Owner in a manner that increases density, intensity of use or square footage or constitutes a change in use, the City shall have the right to require mitigation of the additional impacts associated with such modifications. The Parties acknowledge that certain of the Project Approvals may provide the City Engineer and other City staff with the right to review and approve technical studies and reports implementing the Project to confirm the technical adequacy of the determinations therein and in that context may require refinement of the Project plans as well as mitigation of impacts, provided the same are not inconsistent with the Applicable Rules or the Project Approvals.

2.9.3 **Processing Fees**. The City may charge and Owner shall pay fees for processing applications for governmental approvals, plan check fees, inspection fees and similar fees permissible under California Constitution Article XIII C Section 1(e)(1)-(7), judicial interpretations thereof or any successor provision(s) of law including, but not limited to those for reviewing and inspecting such applications and the construction being performed or to be performed pursuant thereto, which are in force and effect on a city-wide basis at the time the application is submitted for those permits.

2.9.4 **Regional Impact Fees**. Unless otherwise relieved by agreement with such agencies (e.g., TUMF and/or MSHCP fee credit agreement or similar agreement), Owner shall be required to pay the current and later adopted regional development impact fees, including but not limited to TUMF and MSHCP fees, in effect and in the amount due at the time of applying for a building permit.

2.9.5 **Assignment**. The benefit of or credit for Development Fees and processing fees paid by Owner may be assigned by Owner to any Assignee of a corresponding part of the Property or the Project provided that a written Assignment of the credit clearly identifying

the source, amount and type of credit executed by the assignor Owner and Assignee is provided to the City Manager for the City Manager's record keeping.

2.9.6 **Completion of Improvements**. The City generally requires that all improvements necessary to service new development be completed prior to issuance of final certificates of occupancy for those affected improvements. The Parties acknowledge that some of the backbone or in-tract improvements associated with the development of the Property may not need to be completed to adequately service portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, only the backbone or in-tract infrastructure improvements required to service such portion of the Property in accordance with the Applicable Rules need be completed prior to issuance of the final certificate(s) of occupancy for the improvements within such portion of the Property as reasonably determined by the City.

Subject to Owner's installation of infrastructure in accordance with the requirements of the Project Approvals, City has determined and hereby finds that it will have sufficient capacity in its infrastructure, services and utility systems, including, without limitation, traffic circulation, storm drainage, sewer collection, sewer treatment, and sanitation services to accommodate the Project. To the extent that City renders such services or provides such utilities, City hereby agrees that it will serve the Project and that there shall be no restriction on hookups or service for the Project. Any tentative maps prepared for this Project shall comply with the provisions of Government Code Section 66473.7 to the extent applicable hereto. In connection with the foregoing, the City has determined that the said Section 66473.7 is not applicable to the Project in that the immediate contiguous properties surrounding the Project are, or previously have been, developed for urban uses within the meaning of Government Code Section 66473.7(i). Further, the City has, in any event, found and determined that sufficient water supplies are, or will be, available prior to completion of the Project that will satisfy the requirements of Government Code Section 66473.7.

2.10 **Expedited Processing; Cooperation with Permits.** The City agrees to timely consider and act upon any matter which is reasonably required, necessary or desirable to accomplish the intent, purpose and understanding of the Parties in entering into this Agreement, including, without limitation, processing of any ministerial permit or ministerial approval or any request for a discretionary action or discretionary approval. The City further agrees that, if Owner satisfactorily complies with all preliminary procedures, actions, payments of applicable processing fees, and criteria generally required of developers by the City for processing applications for such discretionary actions or discretionary approvals that the City will not unreasonably withhold or unreasonably condition or delay any such subsequent discretionary action or discretionary approval required in connection with any Project approval. All subsequent project approvals shall be subject to the terms and conditions of this Agreement, and, once approved, shall be deemed a part of the Project Approvals and Applicable Rules vested by this Agreement

If standard City staffing fails to result in processing of any permits or approvals as promptly as required by each Owner, then the City agrees, upon request of an Owner, to reasonably cooperate with that Owner in hiring additional staff or consultants to process the ministerial permits and approvals or discretionary actions and approvals at the sole cost of the Owner, and the Owner requesting such additional staff shall submit a reasonable advanced evergreen deposit for such purposes to be drawn upon by City and reimburse the City for all costs of such staff or consultants, within thirty (30) days after such Owner receives an invoice identifying such reimbursable

expenses; provided, the applicable Owner shall have the right to audit such costs, at its expense, upon request.

The City shall cooperate with Owner in the securing of any permits or approvals from other governmental agencies having jurisdiction over the Project, including, without limitation, any permits or approvals required as a result of any further modification to the Project processed with City. Owner shall apply for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project, and the City shall cooperate with Owner in its endeavors to obtain such permits.

3. Obligations of Owner.

If Owner exercises its vested right to develop the Project and proceeds to develop the Project, Owner shall develop the Property in accordance with and subject to the terms and conditions of this Agreement and the Project Rules. The failure of Owner to comply with any term or condition of or fulfill any obligation of Owner under this Agreement or the Project Rules shall constitute a default by Owner under this Agreement; provided that failure of Owner to construct all or any portion of the Project, or to commence or complete the public benefits or any public improvements shall not be a default under this Agreement unless such public benefits or public improvements are needed to provide service to any improvements subject to a previously issued building permit and which are in fact constructed on the Property.

4. Default, Remedies, Termination.

4.1 **General Provisions**. 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. 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 (provided that if any portion of the Project or Property has previously been Assigned, such termination shall only affect the portion of the Property and/or Project owned by Owner claiming City default or the portion of the Property and/or Project owned by the defaulting Owner, as applicable), 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 affected Parcel or Parcels and 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 affected 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 as to the applicable portion of the Property owned by the defaulting Owner. No expiration or termination of this Agreement, or a portion thereof, shall affect any right or duty arising from previously granted entitlements or approvals or obligations or rights that accrued prior to such termination, including the Project Approvals on the Property approved prior to the effective date of the City Council's decision to terminate provided that the term of such Project Approvals shall be determined by reference to applicable law and not this Agreement following such termination of this Agreement.

(b) Institute legal or equitable action to cure, correct or remedy any default, including but not limited to 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 monetary amounts 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 2.7. If any portion of the Project or Property has prior to such default been assigned, such enforcement action shall only be brought against and shall only affect the portion of the Property and/or Project owned by the defaulting Owner and may only be brought by the Owner(s) who have been harmed by the City default. 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 application fees, Development Fees, reimbursement of consultants' fees to City, or TUMF credit agreement or any other reimbursement or credit agreement fees to Owner or to recover attorneys' fees if it is the prevailing Party as provided herein. Any such monetary obligations not paid when due hereunder shall thereafter bear interest at the rate of ten percent (10%) per annum from the date originally due until the date paid. It is expressly recognized that (a) 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 and that the non-breaching Party's remedy for a breach or violation of this Agreement shall normally be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement or to terminate this Agreement and (b) no act or omission of any Defaulting Owner shall by itself constitute a default by another Owner, and the City shall have no obligation whatsoever to cure any such default by one Owner for the benefit of any other Owner within the Project. As set forth in Section 2.5 above, 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 as of the date of termination, including, without limitation, bringing an action against any bonds posted to secure the construction of those improvements, and (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.

4.2 **Owner's Right to Terminate Upon Specified Events.** Notwithstanding any other provisions of this Agreement to the contrary, the Owner retains the right to terminate this Agreement upon thirty (30) days written notice to the City in the event that the Owner determines in its good faith judgment that continued development of the Project has become economically infeasible or impracticable due to changed market conditions, increased development costs, or burdens imposed, consistent with this Agreement, by the City or another governmental entity as conditions to subsequent project approvals. In the event Owner exercises this right, it shall nonetheless be responsible for mitigation of impacts to City resulting from development that may have occurred on the Property prior to the notice of termination, on a fair share or nexus basis, and within the thirty (30) day notice period City and Owner shall meet to identify any such mitigation obligation that may remain to be satisfied. If the Parties are in disagreement at the end of the (30) day notice period, the Agreement shall be terminated as to all matters except for the remaining mitigation obligation in dispute.

4.3 **Annual Review**.

4.3.1 **Process**. Without limiting the effect of Section 4.1, the City Manager shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Owner with the terms and conditions of this Agreement since the preceding annual review. Such periodic review shall be limited in scope to reviewing Owner's good faith compliance with the terms and conditions of this Agreement pursuant to Govt. Code Section 65865.1. The Planning Director shall begin the review by giving thirty (30) days prior written notice to Owner that the Planning Commission intends to undertake a periodic review of the Agreement. Notice of such annual review shall include the statement that any review may result in amendment or termination of this Agreement. If the Planning Director has recommended further review of performance, the Planning Commission shall conduct a public hearing at which the Owner shall provide substantial evidence of good faith compliance with the terms of this Agreement. The Planning Commission shall determine upon the basis of substantial evidence whether or not Owner has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

(a) If the Planning Director initially determines that Owner has complied in good faith with the terms and conditions of the Agreement or if the Planning Commission, after referral from the Planning Director, finds and determines on the basis of substantial evidence that Owner has complied in good faith with the terms and conditions of the Agreement during the period under review, the review for that period is concluded and, if requested by Owner, the City shall issue the Certificate described in Section 4.3.5.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that Owner has not complied in good faith with the terms and conditions of the Agreement during the period under review, the City shall provide written notice to Owner of the determination by registered mail.

The Planning Commission shall make its decision regarding compliance within twenty (20) days after the close of its public hearing. Notice of the decision shall be filed by the Planning Director with the City Clerk, together with a report of the proceedings, and a copy mailed by registered mail to Owner.

4.3.2 **Appeal; City Council Review**. The decision of the Planning Commission shall be final unless, within fifteen (15) days of the Owner's receipt of said decision, Owner or any interested person files an appeal or unless the City Council orders the matter set for public hearing. If the Planning Commission is unable to make a decision, that fact shall be reported to the City Council in the same manner for reporting decisions and the failure to make a decision shall constitute a decision not to confirm a good faith compliance finding. Once the matter has been referred to the City Council, the City Council retains the right to refer the matter back to the Planning Commission for further proceedings or for report and recommendation, provided that the City Council shall make the final decision following any further action by the Planning Commission.

4.3.3 **Owner Right to Respond and Cure**. Proceedings related to modification or proposed termination of this Agreement shall be conducted in accordance with this Agreement and the Development Agreement Laws. At each public hearing, Owner shall be provided an opportunity to respond to any report or finding; any such response timely submitted in writing shall be included in the submittal to the City Council. As provided in this Agreement, failure to prosecute the Project based upon good faith business judgment shall not be a default under this Agreement or a cause for finding of noncompliance at annual review. If there is more than one Owner, then the finding of the Planning Commission and City Council shall be made with respect to the conduct of each Owner individually and the noncompliance applicable to one Owner shall not be a basis to find noncompliance by other Owner(s) in the absence of a determination that the other Owner(s) are also noncompliant under this Agreement. Prior to any modification or termination of this Agreement, Owner shall be provided a right to cure any alleged default in accordance with Section 4.1.

4.3.4 **Effect of No Review**. Failure of the City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of this Agreement nor shall Owner have or assert any defense to such enforcement by reason of any such failure to conduct an annual review. Owner shall not be penalized in the event that the City fails to request periodic review as contemplated in this Section and any failure to conduct such annual review shall not adversely impact the Owner's rights hereunder in any way. Any finding of non-compliance with this Agreement shall be made solely on the basis of substantial evidence that Owner has not complied in good faith with the terms and conditions of this Agreement at or following a public hearing.

4.3.5 **Certificate of Agreement Compliance**. If, at the conclusion of a periodic review, Owner is found to be in compliance with this Agreement, the City shall, upon written request of the Owner, issue a certificate (the "**Certificate**") to Owner stating that after the most recent periodic review and based upon the information known or made known to the person or body conducting such review that: (a) this Agreement remains in effect, and (b) Owner is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, and shall state the

anticipated date of commencement of the next periodic review. Owner may record the Certificate with the County Recorder. If the City does not find Owner to be in compliance with this Agreement, it shall not be obligated to issue the Certificate.

4.4 **Limitation on Liability**. In no event shall the public officials, officers, agents or employees of City or the employees, officers, members, lessees, or partners of Owner, be personally liable in damages for any breach or violation of this Agreement.

4.5 **Applicable Law, Venue and Attorneys' Fees**. This Agreement shall be construed and enforced in accordance with the laws of the State of California exclusive of its choice of law rules and the venue for any legal action concerning this Agreement shall be in Riverside County Superior Court. Owner acknowledges and agrees that the City has approved and entered into this Agreement in the exercise of its legislative discretion and that the standard of review of the validity or meaning of this Agreement shall be that accorded legislative acts of the City. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provision herein, the prevailing Party of such action shall be entitled to reasonable attorneys' fees, expert witness fees, court costs and such other costs as may be fixed by the Court, including any such costs incurred on appeal or in the enforcement of any resulting judgment.

4.6 **Invalidity of Agreement**. If this Agreement shall be determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any state or federal law which becomes effective after the date of this Agreement the unenforceable provision shall be deemed severable and the remainder of the Agreement shall remain in force and effect and the Parties shall negotiate in good faith for amendments to this Agreement that will cure the invalidity or unenforceability to the extent possible.

4.7 **Termination for Reasons Other than Owner or City Default**. Notwithstanding that there is no default by either Party under this Agreement, this Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(b) Entry after all appeals have been exhausted, of a final judgment or issuance of a final order by a court of competent jurisdiction directing the City to set aside, void or annul the adoption of the ordinance approving this Agreement or the adoption of the Project Approvals, provided the time for filing any return to writ has also expired.

(c) The adoption of a referendum measure specifically overriding or repealing the ordinance approving this Agreement and the Project Approvals or any thereof.

(d) Owner's election to terminate this Agreement and all of the Project Approvals prior to the commencement of the Project in accordance with the Project Approvals. If Owner elects not to develop the Property as a commercial project in substantial conformance with the Project Approvals or elects to terminate this Agreement pursuant to Section 4.2 of this Agreement, Owner shall provide at least thirty (30) days advance written notice of said election to the City.

Upon the termination of this Agreement pursuant to Section 4.2 or this Section 4.7, no Party shall have any further right or obligation hereunder, except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Termination of this Agreement shall not affect any of the covenants of the City or Owner specified in this Agreement to continue after the termination of this Agreement.

5. Hold Harmless Agreement.

5.1 **Hold Harmless Agreement**. Owner hereby agrees to and shall hold the City, its elective and appointive council members, boards, commissions, officers, agents and employees harmless from any third party liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage, which may arise from Owner or Owner's contractors, subcontractors, agents or employees construction of the Project, whether such operations be by Owner, or by any of Owner's contractors, subcontractors, or by any one or more Person(s) directly or indirectly employed by or acting as agent for Owner or any of Owner's contractors or subcontractors provided that the foregoing shall not extend to any such claim to the extent it results from the gross negligence or misconduct of the City or its representatives or agents. In the event of any legal action instituted by a third party or any governmental entity or official challenging the approval, execution or implementation of this Agreement or any provision of this Agreement (exclusive of any such actions brought by the City), the Parties agree to and shall cooperate fully and join in the defense by the City of such action, provided that Owner shall be allowed to provide a joint defense to the City and Owner at it sole cost and expense with counsel acceptable to City to defend both City and Owner, which approval shall not be unreasonably withheld, conditioned or delayed. The City may, in its sole discretion and at its sole expense, elect to also participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Owner of its obligation to provide a joint defense of such action or increase the defense costs of Owner. The Parties shall keep each other informed of all developments relating to defense of such matters subject only to confidentiality requirements that may prevent the communication of such information. Any proposed settlement of litigation or other challenge by Owner shall result in a final resolution providing for no liability or cost to City or shall otherwise be subject to the Parties' approval, each in its reasonable discretion. Notwithstanding the foregoing, Owner may elect not to defend a challenge to the Project, the Project Approvals, or this Agreement. In such event, the City shall have the right, in its sole discretion, to defend against such action at its sole cost and expense or to elect not to defend such action. If Owner, and thereafter City, each elects not to defend against the action, Owner shall remain obligated to indemnify and hold City harmless from and against any reasonable damages, attorneys' fees or costs that could not be avoided despite City's reasonable cooperation in the resolution of such litigation. It is agreed by the City that Owner shall take the lead role defending against any legal action to which this Section applies. The filing of any third party lawsuit(s) against City or Owner relating to this Agreement, the Project Approvals, any subsequent project approvals or other development issues or approvals affecting the Property shall not delay or stop the development, processing or construction of the Project, approval of any future discretionary approvals, or issuance of future permits or approvals, unless the third party obtains a court order preventing the activity (which City shall not stipulate to or cooperate in the issuance of) or the City Attorney

determines that the issuance of such permits or approvals will likely result in liability to the City which is not adequately addressed by the existing Owner indemnity of the City set forth above.

5.2 **Prevailing Wages**. Owner acknowledges the existence of the requirements of California Labor Code §1720*, et seq.*, and 1770 *et seq*., as well as California Code of Regulations, Title 8, Section 1600 *et seq.* ("**Prevailing Wage Laws**"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects, as defined by the Prevailing Wage Laws. If work pursuant to this Agreement is being performed by Owner as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation under the contract in question is $1,000 or more, Owner agrees to fully comply with such Prevailing Wage Laws. Upon Owner's request, the City shall provide a copy of the then current prevailing rates of per diem wages. Owner shall make available to interested parties upon request, copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the work subject to Prevailing Wage Laws and shall post copies at Owner's principal place of business and at the Property. Owner shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless pursuant to the indemnification provisions of this Agreement from any claim or liability arising out of any failure or alleged failure by Owner to comply with the Prevailing Wage Laws associated with any "public works" or "maintenance" projects associated with Project development which are subject thereto.

Except as expressly provided in Section 2.7.1 with respect to the Offsite Traffic Improvements, nothing in this Agreement shall in any way require, or be construed to require, Owner to pay prevailing wages with respect to any work of construction or improvement within the Project (a "**Non Intended Prevailing Wage Requirement**"). But for the understanding of the Parties as reflected in the immediately preceding sentence, the Parties would not have entered into this Agreement based upon the terms and conditions set forth herein. Owner and City have made every effort in reaching this Agreement to ensure that its terms and conditions will not result in a Non Intended Prevailing Wage Requirement. These efforts have been conducted in the absence of any applicable existing judicial interpretation of which the Parties are aware that would indicate that the terms and conditions of this Agreement would result in a Non-Intended Prevailing Wage Requirement. If, despite such efforts, any provision of this Agreement shall be determined by the Department of Industrial Relations, the Labor and Workforce Development Agency, or any court of competent jurisdiction to result in a Non Intended Prevailing Wage Requirement, the Parties shall take such steps as are available, including any necessary modification or amendment to this Agreement, to mitigate or avoid such Non-Intended Prevailing Wage Requirement or its application to this Project at the sole cost and expense of the Developer.

5.3 **Survival of Provisions**. The provisions of this Section 5 shall survive the termination of this Agreement with respect to matters arising during the Term.

6. Project as a Private Undertaking.

It is specifically understood and agreed by and between the Parties that the development of the Property is a separately undertaken private development. No partnership, joint venture or other association of any kind between Owner and the City is formed by this Agreement. The only

relationship between the City and Owner is that of a governmental entity regulating the development of private property and the actions of the owner of such private property.

7. City Representations and Consistency with General Plan.

The City hereby finds, determines and represents that execution of this Agreement is in the best interest of the public health, safety and general welfare of the City and that this Agreement and the Project and the Project Approvals are consistent with the General Plan and that the Project Approvals lawfully authorize the construction and use of the Project. City has the authority to permit Owner to develop the Project, subject to, and in accordance with: (a) the Project Approvals; (b) the Applicable Rules; and (c) the terms and conditions of this Agreement, and, based upon all the information made available to City prior to or concurrently with the execution of this Agreement, there are no Applicable Rules that would prohibit or prevent the full completion and occupancy of the Project in accordance with the uses, densities, heights, and terms of development incorporated and agreed to herein. City has the legal authority to enter into and implement this Agreement.

8. Notices. Except as otherwise expressly provided in this Agreement, all notices required by this Agreement shall be in writing and delivered in person, by overnight delivery (including federal express), or sent by certified mail, postage prepaid, to the addresses of the Parties as set forth below. Notice required to be given to the City shall be addressed as follows:

City of Beaumont
550 East 6th Street
Beaumont CA 92223
Attn: City Manager

Notice required to be given to Owner shall be addressed as follows:

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

Abram Roy LLP
24025 Park Sorento, Suite 460
Calabasas, California 91302
Attn: Dennis Roy, Esq.

Either Party may change the address stated herein by giving notice in writing to the other Party, or by modifying the address for written notice in a written Assignment agreement submitted to the City pursuant to the requirements of this Section and recorded against the Property or applicable portion thereof. Thereafter notices shall be addressed and transmitted to the new address. If there is more than one Owner, notices shall be sent by the City to each and every Owner unless otherwise specified in an assignment and assumption agreement recorded against the Property.

9. Recordation.

When fully executed, this Agreement shall be recorded in the official records of Riverside County, California. Any amendments to this Agreement shall also be recorded in the official records of Riverside County.

10. Estoppel Certificates.

Either Party may, at any time, and from time to time, but no more often than quarterly, unless in connection with an Assignment, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (a) this Agreement is in full force and effect and a binding obligation of the Parties, (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications, (c) the requesting Party is not in default in the performance of its obligations under this Agreement to the knowledge of the responding Party, or, if in default, to describe therein the nature and extent of any such defaults, and (d) and such other reasonable information or confirmations as the requesting Party may request. The City Manager shall be authorized to execute any certificate hereunder. Each Party from which an estoppel certificate is requested shall provide a fully executed certificate within fifteen (15) calendar days following the date of written request. The failure to timely deliver a requested estoppel certificate shall constitute a conclusive presumption that this Agreement is in full force and effect without modification, except as may be represented by the requesting Owner, and that there are no uncured defaults in the performance of the requesting Owner, except as may be represented by the requesting Owner. Any such certificate may be and is intended to be relied upon by any person, including, but not limited to, the other Party, potential purchasers or lessees of all or any part of the Property, lenders or potential lenders, and investors and potential investors.

11. Provisions Relating to Anchor Tenant.

11.1 Anchor Tenant Rights and Obligations.

11.1.1 **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. 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 hereunder as to, and solely as to, its leased Anchor Tenant Premises, and shall have no obligation or duty under this 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").

11.1.2 **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.

11.1.3 **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.

11.1.4 **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 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 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.

12. Provisions Relating to Lenders.

12.1 Lender Rights and Obligations.

12.1.1 **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.

12.1.2 **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.

12.1.3 **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.

12.1.4 **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.

12.1.5 **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.

12.2 **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.

12.3 **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.

13. Cooperation and Defense of Agreement.

13.1 **Further Actions and Instruments**. The Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The Parties further agree to mutually cooperate with one another in carrying out the purposes of this Agreement.

13.2 **Defense of Agreement**. Subject to the other provisions of this Agreement, the City agrees to and shall timely take all actions which are reasonably necessary or required to uphold the validity and enforceability of this Agreement and the Applicable Rules and Project Approvals. If this Agreement is adjudicated and determined to be invalid or unenforceable, the City agrees, subject to all legal requirements, to consider and implement all modifications to this Agreement which are reasonably necessary or required to render it valid and enforceable to the extent permitted by applicable law.

13.3 **No Moratorium**. No future amendment of any existing City ordinance or resolution, or future adoption of any ordinance, resolution or other action, that purports to limit the

rate or timing over time of development or construction of all or any part of the Project or alter the sequencing of development phases or alter or limit entitlements to use or service (including but not limited to water and sewer), whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether adopted or imposed by the City Council, an agency of the City or through the initiative or referendum process, shall apply to the Property or any portion thereof, provided, however, the provisions of this Section shall not affect City's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria or other limitations to which the City is subject and mandated to comply notwithstanding the existence of this Agreement.

13.4 **Certificate of Performance**. Upon the completion of the Project, or the development of any portion thereof, or upon performance of this Agreement or its earlier revocation and termination, the City shall provide Owner, upon Owner's request, with a statement ("**Certificate of Performance**") evidencing said completion or revocation and the release of Owner from further obligations hereunder, provided that if the release relates to the completion of only a phase or particular parcels, the release shall pertain solely to the parcel or parcels which have been completed. The Certificate of Performance shall be signed by the appropriate agents of Owner of the affected parcel(s) or phase and the City and shall be recorded in the official records of Riverside County, California. Such Certificate of Performance is not a notice of completion.

14. General.

14.1 **Entire Agreement**. This Agreement constitutes the entire understanding and agreement of the Parties. Unless specifically stated to the contrary, the reference to an exhibit by designated letter or number shall mean that the exhibit is made a part of this Agreement.

14.2 **Section Headings**. All article, section and subsection headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Amendment.

14.3 **Singular and Plural**. As used herein, the singular of any word includes the plural.

14.4 **Time of Essence**. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

14.5 **Waiver**. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

14.6 **No Third-Party Beneficiaries**. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. Except as expressly provided in this Agreement, no other Person shall have any right to action based upon any provision of this Amendment. Nothing herein shall limit the rights of permitted successors and assigns expressly provided for in this Agreement.

14.7 **Recitals; Exhibits**. The Parties agree that the Recitals above are true and correct and intend to be bound by same. The Parties further agree to the incorporation by reference herein

of said Recitals, together with all definitions provided and exhibits referenced in this Agreement, including in said Recitals.

14.8 **Counterparts**. This Amendment may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

14.9 **Survival.** Notwithstanding anything herein to the contrary, all representations and warranties shall survive the expiration or earlier termination of this Agreement and rights and obligations that have already accrued, including, without limitation, the confidentiality obligations described in Section 14.10 below, and any amounts due and owing shall survive the expiration or earlier termination of this Agreement and shall remain enforceable by the benefited Party.

14.10 **Confidentiality.** The Parties acknowledge and agree that all trade secret proprietary information provided by Owner to City with respect to the Property are intended to be confidential and City shall not voluntarily report, publish, share, circulate, disseminate or otherwise release to any party, person or entity any or all of those proprietary trade secret confidential matters unless otherwise required to do so by applicable law. If such disclosure is required by applicable law, City shall provide Owner with as much advance notice as practicable of such required disclosure and shall cooperate with Owner to the maximum extent possible to limit the required disclosure and the impact thereof upon Owner. The Parties agree that if the confidentiality provisions contained in this Agreement are breached, the remedy at law may be inadequate, and, therefore, without limiting any other remedy available at law or in equity, an injunction, specific performance or other form of equitable relief, or any combination thereof, shall be available to enforce such obligation. Further, if a petition is filed by a member of the public to gains access to any information not disclosed by City pursuant to this paragraph, Developer shall reimburse City for all its reasonable attorneys' fees, liabilities and attorneys' fees awards against the City, if any, resulting from such petition.

[SIGNATURES FOLLOW]

CITY:

CITY OF BEAUMONT

By:_____
Mayor, the City of Beaumont

Attest:_____
City Clerk of the City of Beaumont

OWNER:

Beaumont Regency AVG, LLC, a Delaware limited liability company

By: _____
Name _____
Its: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____,
Date (Insert Name and Title of the Officer)

personally appeared _____
Name(s) of Signer(s)

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp above

Signature: _____
Signature of Notary Public

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____,
Date (Insert Name and Title of the Officer)

personally appeared _____
Name(s) of Signer(s)

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp above

Signature: _____
Signature of Notary Public

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 ADJUSMENT 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;

DRC 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;

DRC 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 ADJUSMENT 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**.

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(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

JAKE W. LAPPERT
PLS 9303

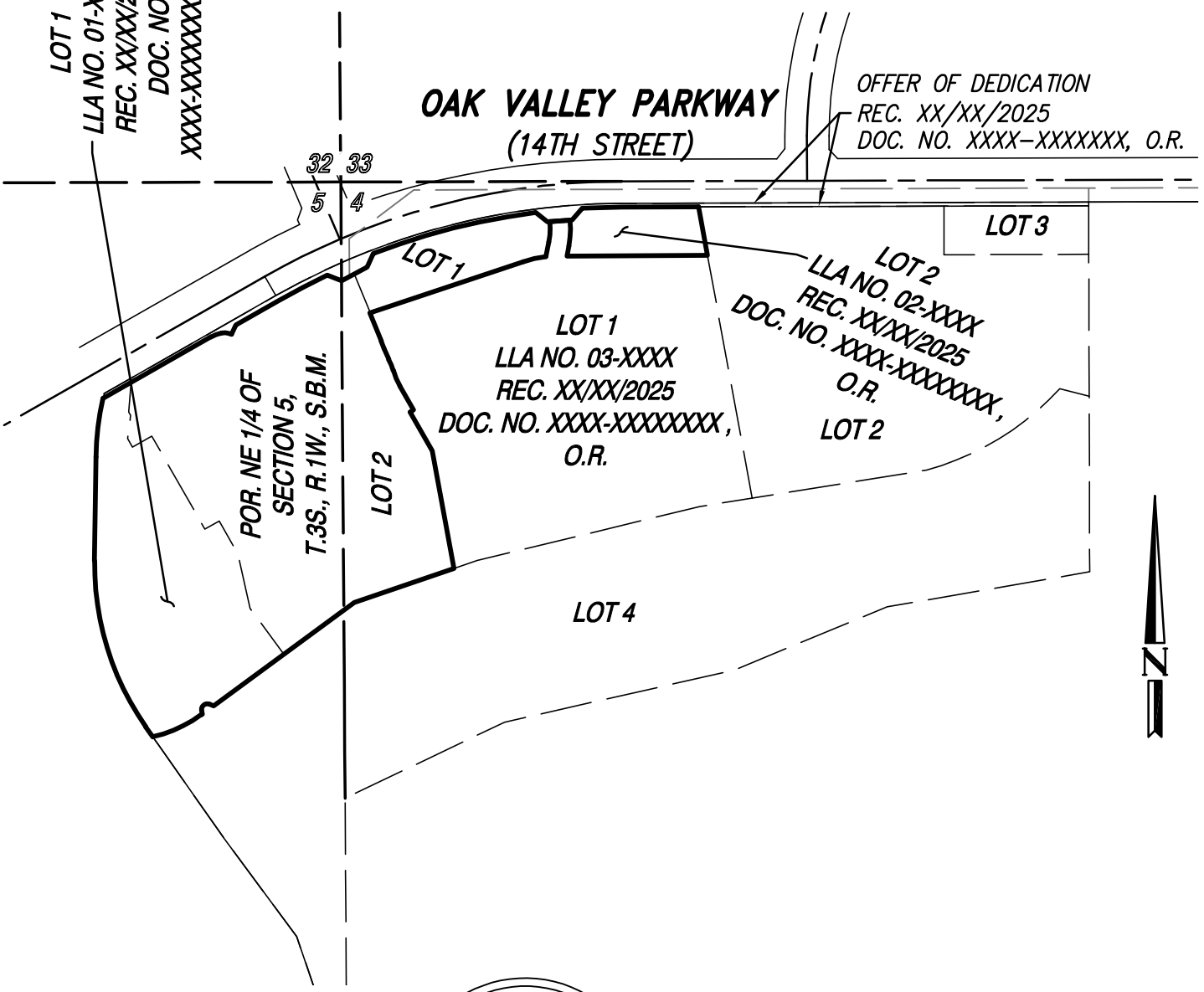
5/20/2025
DATE



EXHIBIT "A"
LEGAL DESCRIPTION
CITY OF BEAUMONT, CALIFORNIA

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT "B" – PLAT



LICENSED LAND SURVEYOR
JAKE W. LAPPERT
LS 9303
STATE OF CALIFORNIA

05/20/2025

LEGEND

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

400' 200' 0' 400' 800'

GRAPHIC SCALE: 1 INCH = 400 FT

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

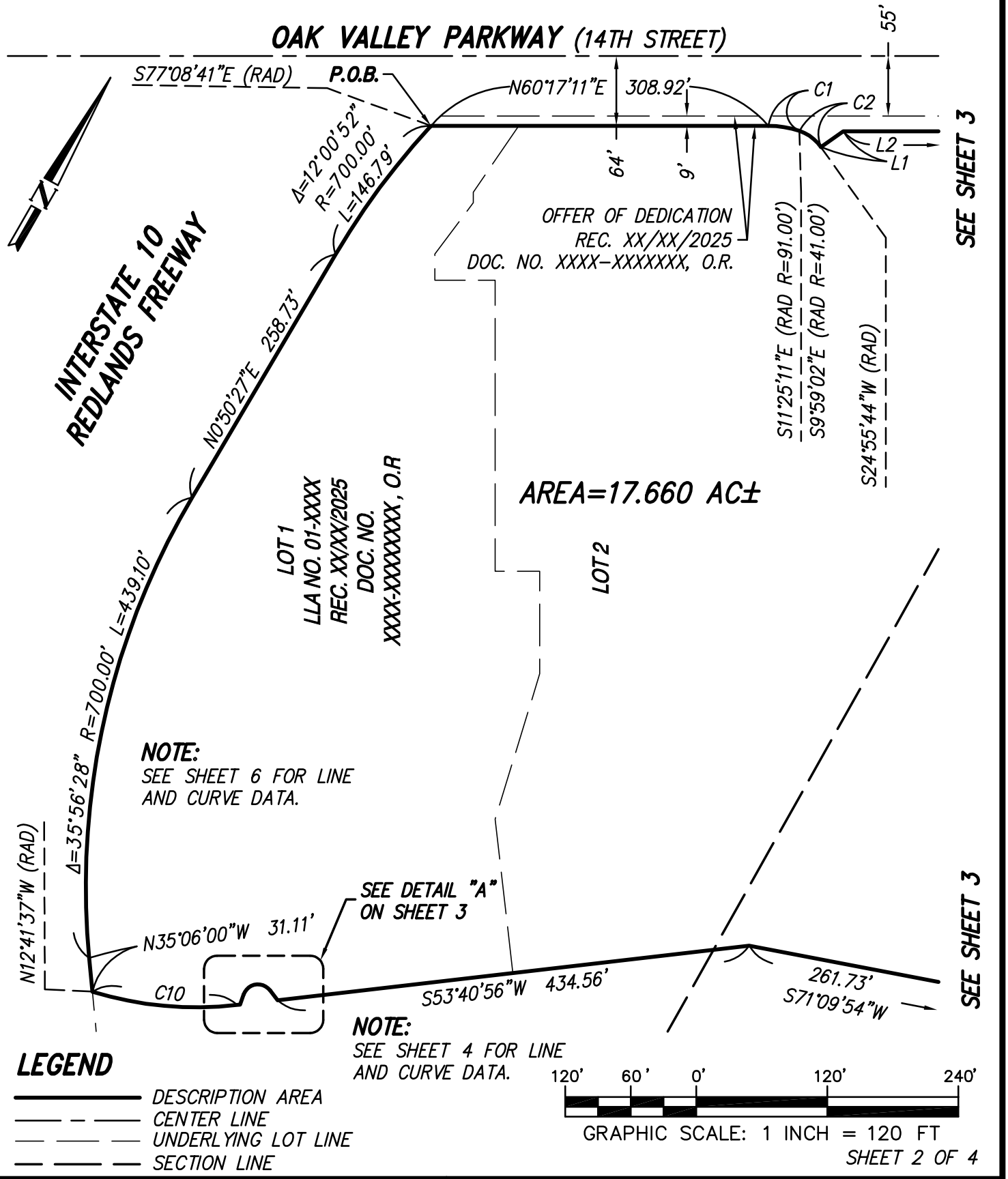
SHEET 1 OF 4

EXHIBIT "B"
PLAT
CITY OF BEAUMONT, CALIFORNIA

DRC 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 20, 2025 – 4:47pm

EXHIBIT "B" – PLAT



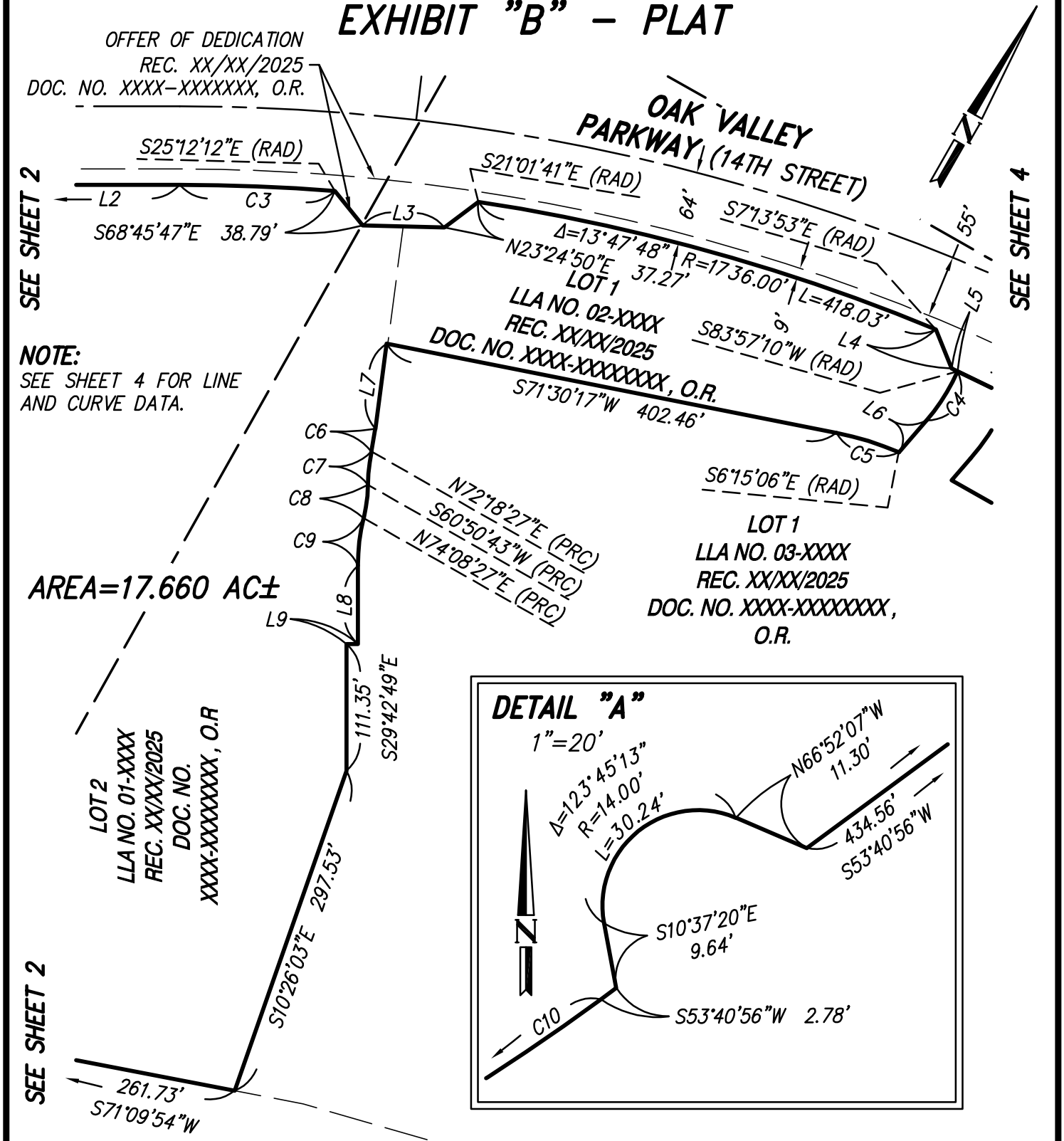
SHEET 2 OF 4

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

L:\2023\23-835 Regency Beaumont\Exh\Parcel Legals\23-835exh101 - Legal Parcels.dwg; May 20, 2025 - 4:32pm

EXHIBIT "B" – PLAT



LEGEND

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

120' 60' 0' 120' 240'

GRAPHIC SCALE: 1 INCH = 120 FT

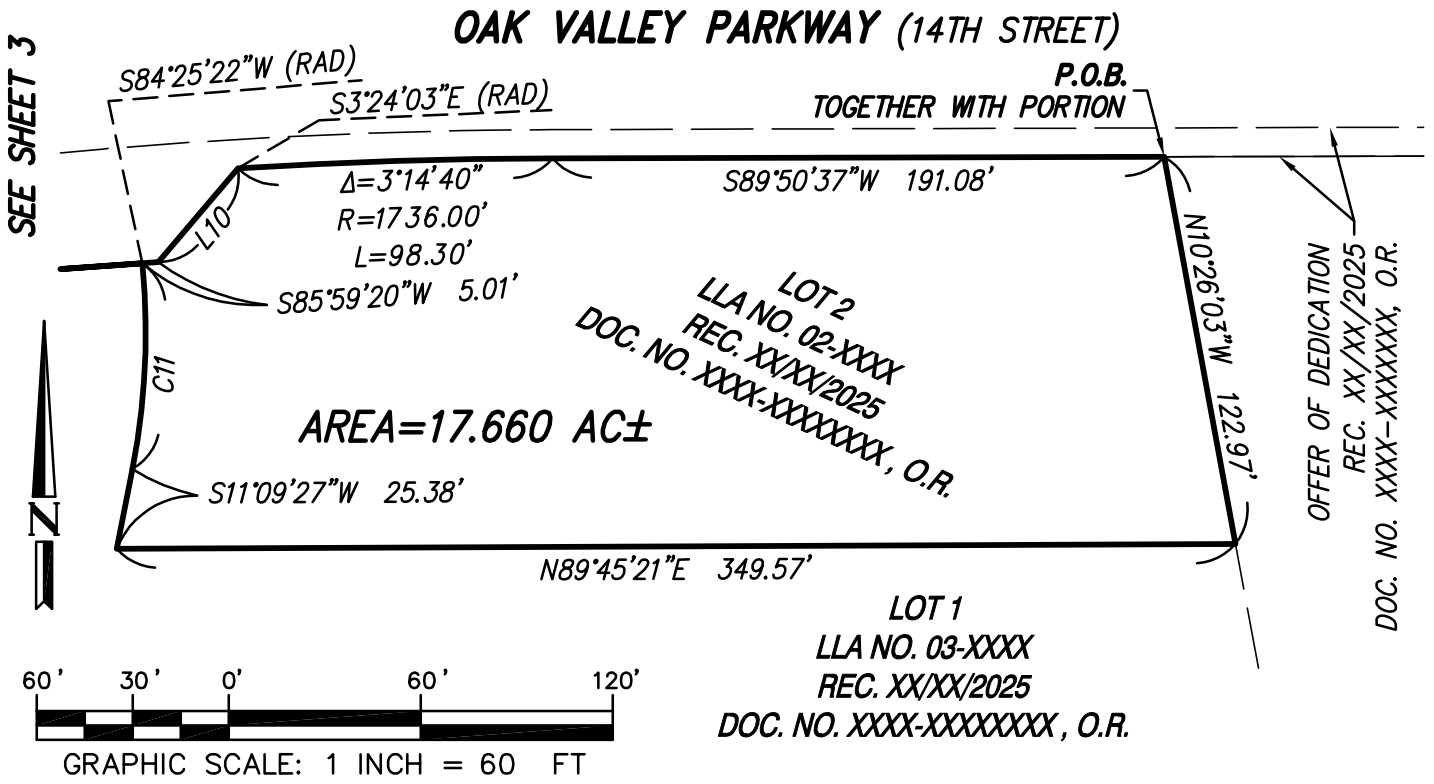
SHEET 3 OF 4

EXHIBIT "B"
PLAT
CITY OF BEAUMONT, CALIFORNIA

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Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
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EXHIBIT "B" – PLAT



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

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

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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;

EXHIBIT "C"
LEGAL DESCRIPTION
CITY OF BEAUMONT, CALIFORNIA

DRC 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

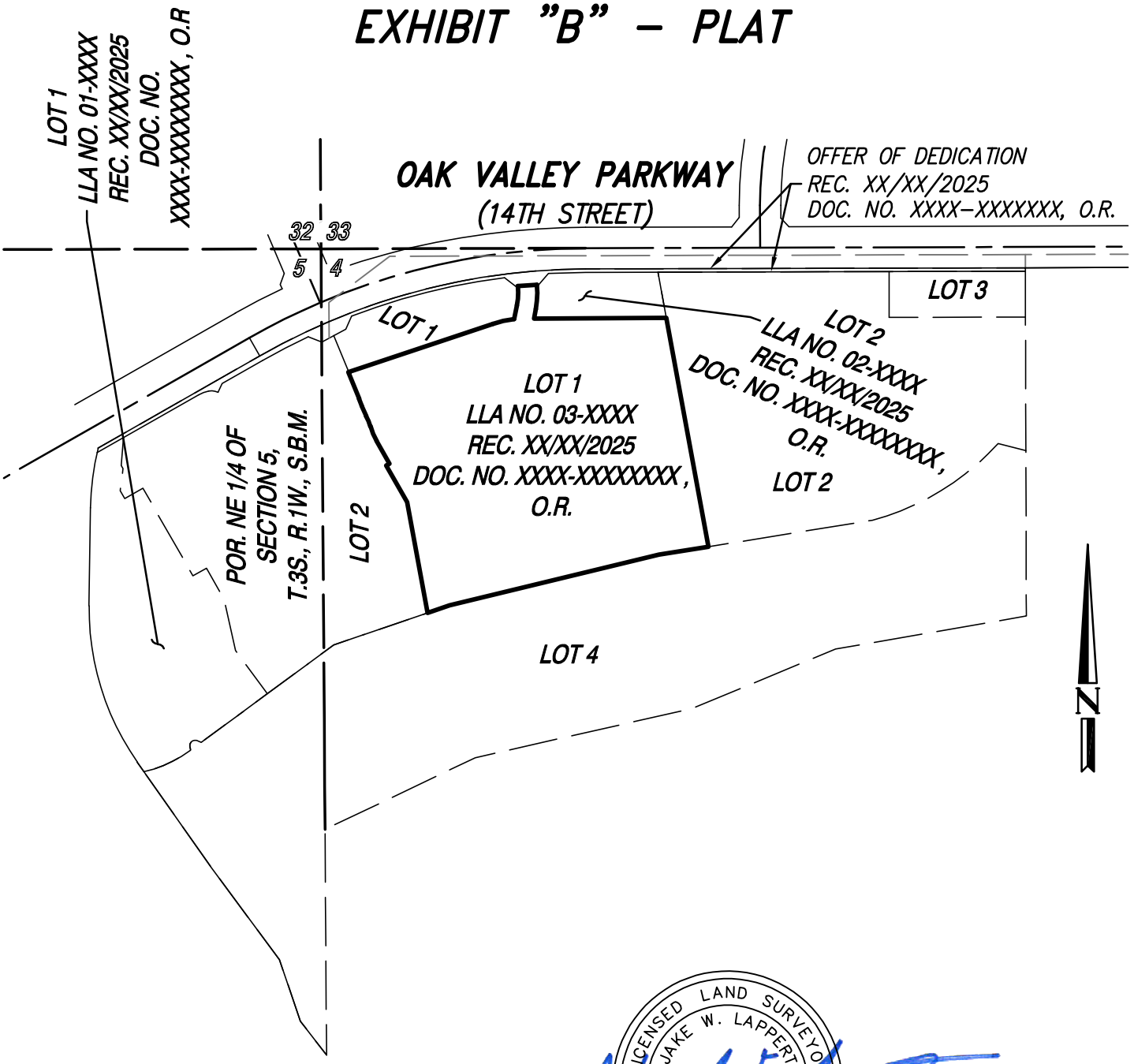
5/20/2025
DATE

LICENSED LAND SURVEYOR
JAKE W. LAPPERT
LS 9303
STATE OF CALIFORNIA

EXHIBIT "C"
LEGAL DESCRIPTION
CITY OF BEAUMONT, CALIFORNIA

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT "B" – PLAT



LICENSED LAND SURVEYOR
JAKE W. LAPPERT
LS 9303
STATE OF CALIFORNIA

05/20/2025

LEGEND

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

400' 200' 0' 400' 800'

GRAPHIC SCALE: 1 INCH = 400 FT

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

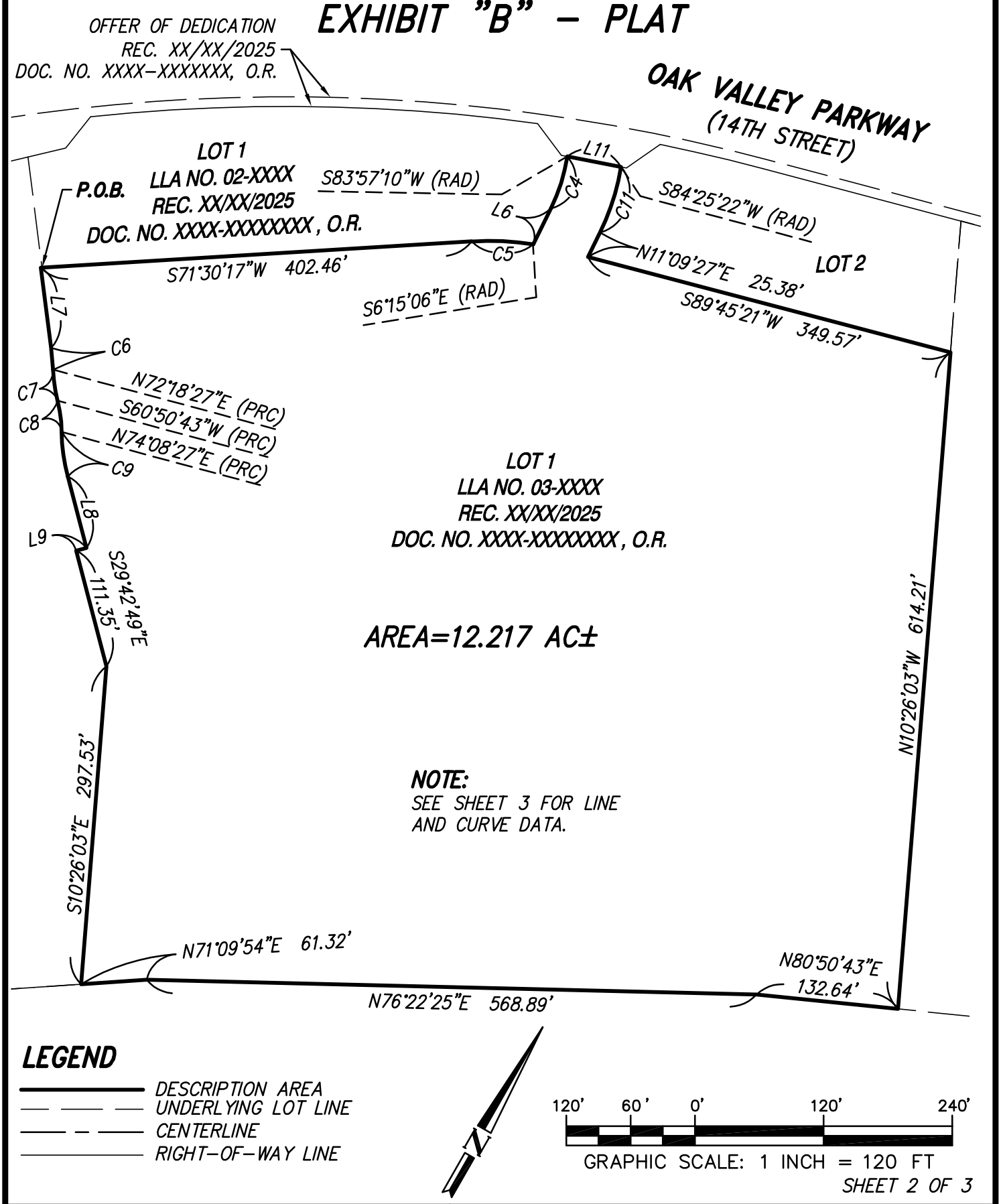
SHEET 1 OF 3

EXHIBIT "D"
PLAT
CITY OF BEAUMONT, CALIFORNIA

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
(714) 685-6860

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EXHIBIT "B" – PLAT



LEGEND

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

N

120' 60' 0' 120' 240'

GRAPHIC SCALE: 1 INCH = 120 FT

EXHIBIT "D"
PLAT
CITY OF BEAUMONT, CALIFORNIA

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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'

EXHIBIT "D"
PLAT
CITY OF BEAUMONT, CALIFORNIA

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Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road
Suite 210
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EXHIBIT "B"

EXISTING PROJECT APPROVALS

A. Plot Plan Approval PP2024-0059 permitting a 279,941 square foot community retail site on 28.95 acres consisting of eight parcels of land, providing for construction of one nationally recognized major retailer, one nationally recognized grocer, and nationally recognized restaurants.

B. Parking Variance No. V2024-0019 reducing the parking spaces required by Section 17.05.040 of the Beaumont Municipal Code.

C. Open Space Variance No. V2025-0031 reducing the required commercial open space as required by Section 17.03.080.G.6 of the Beaumont Municipal Code.

D. Master Sign Program Plan No. 2024-0157 authorizing one Freeway Pylon Sign, one Digital Display Sign, two Project Pylon Signs, and two Monument Signs subject to discretionary approval by any external agencies with discretionary review.

E. Environmental Assessment No. ENV2025-0002 and the Mitigation Monitoring and Reporting Program (MMRP) associated therewith to satisfy the requirements of the California Environmental Quality Act.

F. Development Agreement No. XX as approved by Ordinance No. XX.

G. City Council approval of Digital Display identified in Exhibit B-1, provided that Owner shall be required to separately obtain a sign permit approval from the City of Beaumont Planning Commission under Beaumont Municipal Code Chapter 17.07. Owner shall be solely responsible to secure any approval required of any other agency including but not limited to Cal Trans under the California Outdoor Advertising Act or implementing regulations for the Digital Display prior to erecting it. Owner shall indemnify, defend and hold harmless the City from and against any costs, expenses or liabilities including reasonable attorneys' fees incurred by City as a result of any claim that Owner failed to comply with the Outdoor Advertising Act.

EXHIBIT "C"

DEVELOPMENT FEES IN EFFECT AS OF EFFECTIVE DATE

DEVELOPMENT IMPACT FEES FOR COMMERCIAL DEVELOPMENT
Fees Effective on July 1, 2025 and January 1, 2026

City Development Impact Fee	Fee Basis	7/1/2025 Fee	1/1/2026 Fee
Emergency Preparedness Fee	Square Foot	$0.002	$0.002
Fire Protection Facilities Fee	Square Foot	$0.360	$0.430
General/Advanced Planning Impact	Square Foot	$0.010	$0.010
Police Facilities Fee	Square Foot	$0.270	$0.350
Public Facilities Fee	Square Foot	$0.150	$0.160
Railroad Crossing Impact Fee	Square Foot	$2.810	$4.240
Recycled Water Facility Fee	Square Foot	$0.140	$0.140
Sewer Capacity Fee			
Commercial (Low Strength)	Square Foot	$0.900	$0.940
Commercial (Medium Strength)	Square Foot	$1.020	$1.080
Commercial (High Strength)	Square Foot	$2.060	$2.190
Sewer Facilities Fee	Square Foot	$0.250	$0.310
Storm Drain Facilities Impact Fee	Square Foot	$0.010	$0.020
Streets & Bridges Impact Fee	Square Foot	$10.700	$15.050

EXHIBIT "D"

OFFSITE TRAFFIC IMPROVEMENTS

1. **Oak Valley Parkway Roadway Improvements**. Complete the following roadway improvements all in accordance with the Conditions of Approval for the Project:

    a. Dedicate necessary right-of-way and construct street, curb, gutters, medians, sidewalks, driveway approaches, and access ramps along Oak Valley Parkway.

    b. Mill and overlay along the existing portion of Oak Valley Parkway from street centerline and/or edge of raised median to edge of pavement, coincident with the project boundary and extending beyond the project boundary to the end of the lane reduction, approximately 700-feet east of Oak View Drive centerline and also being the east property line of parcel identified as APN 414-070-008. The overlay is to be applied after all other construction has occurred. Construct full AC/AB section in accordance with City standards for new widened portion of Oak Valley Parkway.

    c. Install signage, striping and pavement markings in Oak Valley Parkway.

    d. Install streetlights, pull boxes and conduit along Oak Valley Parkway per approved Conditions of Approval for the project.

    e. Install median and parkway landscaping/irrigation along Oak Valley Parkway.

2. **Dry Utilities**. Underground or relocate SCE, phone, and other overhead utility lines along the Oak Valley Parkway frontage per approved Conditions of Approval for the Project.

3. **Wet Utilities**. Construct, reconstruct, or relocate sewer, water, storm drain, fire service, or others as necessary to facilitate the Off-Site Traffic Improvements all in accordance with the Conditions of Approval for the Project.

4. **Traffic Signals and Intersection Improvements**. Complete the following traffic signal installations or modifications and intersection improvements all in accordance with the Conditions of Approval for the Project:

    a. Installation of a traffic signal at the intersection of Desert Lawn Drive and Oak Valley Parkway.

b. Installation of a traffic signal at the intersection of Elm Avenue at Oak Valley Parkway. Intersection improvements shall include striping crosswalks on all legs.

c. At intersection of Golf Club Drive at Oak Valley Parkway, construct the south leg of the intersection and provide dual exclusive northbound left-turn lanes, a shared northbound through/right-turn lane, and two inbound lanes. Restripe the north leg of the intersection to provide a southbound through lane. Widen and restripe the west leg of the intersection to provide two additional eastbound through lanes and an exclusive eastbound right-turn lane. Widen and restripe the east leg of the intersection to provide an exclusive westbound left-turn lane and two additional eastbound departure lanes. Modify the existing traffic signal for eight-phase operation. Stripe crosswalks on the south and east legs.

d. At intersection of Oak Valley Plaza at Oak Valley Parkway, construct the south leg of the intersection and provide an exclusive northbound left-turn lane, a shared northbound through/right-turn lane, and one inbound lane. Restripe the north leg of the intersection to provide convert the exclusive southbound right-turn lane to a shared southbound through/right-turn lane. Widen and restripe the west leg of the intersection to provide one additional eastbound through lane and a shared eastbound through/right-turn lane. Widen and restripe the east leg of the intersection to provide an exclusive westbound left-turn lane and two additional eastbound departure lanes. Modify the existing traffic signal for eight-phase operation. Stripe crosswalks on the south and east legs.

e. At intersection of Oak View Drive at Oak Valley Parkway, widen and restripe the west leg of the intersection to provide two additional eastbound through lanes. Widen and restripe the east leg of the intersection to provide two additional eastbound departure lanes. Modify the existing traffic signal. Stripe a crosswalk on the east leg.

f. At Project Driveway 1 at Oak Valley Parkway, construct the south leg of the intersection and one inbound lane. Widen and restripe the west leg of the intersection to provide one additional eastbound through lane and one exclusive eastbound right-turn lane. Widen and restripe the east leg of the intersection to provide two additional eastbound departure lanes.

Other Costs Directly Related to the Construction of the Off-Site Traffic Improvements. Third party design, project management, City permits, inspections, insurances, general conditions, and contingencies as permitted by this Agreement and the Offsite Traffic Reimbursement Agreement. All of the forgoing Offsite Traffic Improvements are described in more detail in the conditions of approval for the Project Approvals. In the event of a conflict between this Exhibit and the Project Approvals, the Project Approvals shall prevail

[BEFORE EXECUTION, THE OFFSITE PLANS FOR THE OFFSITE TRAFFIC IMPROVEMENTS THAT ARE BEING FINALIZED BY THE DEVELOPER WILL BE ATTACHED TO THIS EXHIBIT OR INCORPORATED BY REFERENCE FOR ADDITIONAL CLARITY]

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EXHIBIT "D"

OFFSITE TRAFFIC IMPROVEMENTS

GSI CONSTRUCTION
General Contracting • CM • Design-Build

BUDGET BREAKDOWN

Project: Oak Valley Village PHASE 1
Address: SEC Interstate 10 & Oak Valley Pkwy.
City: Beaumont, CA
Owner: Regency Centers
Schedule: 15 mths
Job #: xxx
Bid Date: 5/15/2025

Offsite +/- 150,589 SF
Onsite +/- 1,260,947 SF

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	-	100,794
01-206	Builder's Risk Insurance	0.000%		-	-
01-201	Perf & Payment Bond	0.000%	-	-	-
90-001	Fee	4.500%	297,163	-	297,163
80-001	Contractor Contingency	10.000%	690,078	-	690,078
01-205	Escalation (Market Volatility)	0.000%	-	-	-
		TOTAL:	**7,590,853**	-	**7,590,853**
			$ 50.41 $/SF	$ - $/SF	

printed on 5/15/2025 at 12:00 PM

Breakdown Sheet PHASE 1 1 of 1

EXHIBIT D-1
FORM OF
OFFSITE TRAFFIC IMPROVEMENT REIMBURSEMENT AGREEMENT

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 if 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:

(e) 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:

30.

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.

31. 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.

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

33. 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.

34. 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.

35. 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.

36. 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.

37. 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 YOU 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-2
LEGAL DESCRIPTION AND DEPICTION OF MAJOR RETAILER PARCEL

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

CSI CONSTRUCTION
General Contracting • CM • Design-Build

BUDGET BREAKDOWN

Project: Oak Valley Village PHASE 1
Address: SEC Interstate 10 & Oak Valley Pkwy.
City: Beaumont, CA
Owner: Regency Centers
Schedule: 15 mths
Job #: xxx
Bid Date: 5/15/2025

Offsite +/- 150,589 SF
Onsite +/- 1,260,947 SF

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	-	100,794
01-206	Builder's Risk Insurance	0.000%		-	-
01-201	Perf & Payment Bond	0.000%	-	-	-
90-001	Fee	4.500%	297,163	-	297,163
80-001	Contractor Contingency	10.000%	690,078	-	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 City's Public Works Director may, in his or her reasonable discretion, reject any and all bids that he or she determines to be nonresponsive.

L. 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.

M. A preconstruction meeting shall be held with the contractor prior to beginning the work. A City representative shall be invited to attend the meeting.

N. 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 control measures to ensure all public improvements are constructed in 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__.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT APPROVING AN OFF-SITE TRAFFIC IMPROVEMENTS REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF BEAUMONT AND BEAUMONT REGENCY AVG, LLC TO CONSTRUCT SPECIFIED STREET AND RELATED IMPROVEMENTS WITHIN OAK VALLEY PARKWAY AND PROVIDE REIMBURSEMENT OF ACTUAL COSTS

WHEREAS, On June 17, 2025, the City Council of the City of Beaumont ("City") conducted the first reading of an ordinance authorizing a Development Agreement with Beaumont Regency AVG ("Developer") (the "Development Agreement") pursuant to which the City vested Developer with certain land use entitlements for development of a commercial shopping center and provided for reimbursement of actual costs for certain Off-Site Traffic Improvements on the terms and conditions set forth therein ("Project"); and

WHEREAS, the Development Agreement does not become effective until all of the following occur: (i) the Ordinance adopting the Development Agreement becomes effective, and (ii) the Developer acquires fee title to the Property identified in Exhibit A to the Development Agreement, but in any event before June 30, 2026; and

WHEREAS, as a condition to issuance by the City of a certificate of occupancy for the first building in the Project, to offset impacts from the Project due to vehicular traffic and other causes, the City conditioned the Developer to (i) widen and improve the south side of Oak Valley Parkway to its full width improvement standard the entire length of the Project frontage and extending an additional 700 feet easterly of the centerline of Oak View Drive to provide not less than four full lanes of travel easterly on Oak Valley Parkway, (ii) install 2 new traffic signals and ancillary intersection improvements at Desert Lawn Parkway and Elm Avenue, (iii) modify 3 existing traffic signals and ancillary intersection improvements on Oak Valley Parkway at Oak View Drive, Golf Club Drive, and Oak Valley Plaza, (iv) widening and intersection improvements for a Project driveway on Oak Valley Parkway between the I-10 Freeway and Golf Club Drive, (v) Install necessary underground utilities (water, sewer, gas, etc.) to support the Project and adjacent properties, and (vi) underground overhead electrical, cable, phone, and related line utilities in accordance with the Beaumont Municipal Code (the "Off-Site Traffic Improvements"); and

WHEREAS, the City and the Developer will benefit from a coordinated plan of design, engineering and construction of the Off-Site Traffic Improvements and the development of the Project; and

WHEREAS, the City and Developer desire that the Developer initially finance and construct the Off-Site Traffic Improvements, subject to reimbursement payment(s) 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 in the Development Agreement; and

WHEREAS, Section 2.7.1 of the Development Agreement provides that the City and Developer shall enter into an Offsite Traffic Improvement Reimbursement Agreement to establish

procedures for the City's reimbursement of the actual cost of completing the Off-Site Traffic Improvements in an amount not to exceed $6,000,000 payable from development impact fees or other eligible funding sources; and

WHEREAS, Section 2.7.1 requires that the City and Developer execute the Reimbursement Agreement contemporaneously with and subject to the effectiveness of the Development Agreement; and

WHEREAS, provided that Developer has (i) substantially completed the Offsite Traffic Improvements, (ii) substantially completed the on-site improvements (i.e. horizontal work including grading, asphalt, landscape, utilities, concrete, parking lot lighting, etc. in all material respects), and (iii) either (A) a major retailer with a nation-wide presence having at least 125,000 square feet of floor space has opened within the Project, or (B) Owner obtained certificates of occupancy from the City for not less than 50,000 square feet of building space for the Project (to include, as a portion of such square footage, a grocery store of at least 20,000 square feet in size) and City has received at least one dollar of sales tax revenue originating from a business located within said improvements, City shall reimburse Developer for the actual cost of the construction of the Offsite Traffic Improvements within thirty (30) days after City receives the Developer's written request for reimbursements provided such request meets all of the submittal requirements in the Development Agreement and is in compliance with the Reimbursement Agreement; and

WHEREAS, in connection with such reimbursement Developer shall provide to City copies of receipts for paid invoices for all labor, materials, equipment and other amounts incurred by Developer to construct the Offsite Traffic Improvements in a lien free condition; and

WHEREAS, it is intended that the Offsite Traffic Improvements will be subject to prevailing wages, but that the reimbursement of the same shall not trigger the payment of prevailing wages for any of the other private elements of the Project under Labor Code Section 1720(c)(2) providing that (i) where public funds are paid solely for Off-Site Traffic Improvements on an otherwise private development project and those Off-Site Traffic Improvements are required as a condition of regulatory approval, and (ii) the public entity contributes no more money or assistance to the project than what is required to fund the cost of those Off-Site Traffic Improvements, and (c) the public entity does not retain a proprietary interest in the overall project, then only the Off-Site Traffic Improvements shall be subject to the requirement for payment of prevailing wage; and

WHEREAS, 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 Off-Site Traffic Improvements and that the provisions of this Agreement require that the Off-Site Traffic Improvements constructed by the Developer be constructed as if they had been constructed under the direction and supervision of the City; and

WHEREAS, the City Council will provide for the Maximum Reimbursement Amount in the City's Capital Improvement Program and Budget at the time of approving the Ordinance adopting this Agreement so that such reimbursement is documented, scheduled and committed to as a part of the standard budgeting process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beaumont as follows:

Section 1. The above recitals are true and correct.

Section 2. The agreement entitled "Off-Site Traffic Improvements Reimbursement Agreement" between City of Beaumont and Beaumont Regency AVG is approved as to form. A copy of the Reimbursement Agreement shall be kept on file in the office of the City Clerk.

Section 3. The Off-Site Traffic Improvements Reimbursement Agreement shall be executed by the parties contemporaneously with the Effectiveness of the Development Agreement.

Section 4. This resolution is effective immediately upon adoption.

MOVED, PASSED AND ADOPTED this 17th day of June 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

_____, Mayor

ATTEST:

_____

Deputy City Clerk

RESOLUTION NO. 2025-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT AMENDING THE FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2025-2029

WHEREAS, on June 04, 2024, the City Council of the City of Beaumont adopted the City's Five Year Capital Improvement Plan for Fiscal Years 2025 through 2029 ("CIP") at a duly noticed public hearing; and

WHEREAS, on August 20, 2024, the City Council of the City of Beaumont amended (Amendment No. 1) the CIP at a duly noticed public hearing; and

WHEREAS, on October 15, 2024, the City Council of the City of Beaumont amended (Amendment No. 2) the CIP at a duly noticed public hearing; and

WHEREAS, on February 4, 2025, the City Council of the City of Beaumont amended (Amendment No. 3) the CIP at a duly noticed public hearing; and

WHEREAS, on March 4, 2025, the City Council of the City of Beaumont amended (Amendment No. 4) the CIP at a duly noticed public hearing; and

WHEREAS, on May 6, 2025, the City Council of the City of Beaumont amended (Amendment No. 5) the CIP at a duly noticed public hearing; and

WHEREAS, the City Council of the City of Beaumont desires to amend CIP, as defined below;

WHEREAS, these specific revisions are detailed in **Exhibit "A"** attached hereto; and

WHEREAS, pursuant to Government Code, section 66002, the City duly gave public notice of the public hearing of the proposed amendments and revisions to the CIP, a copy of which has been on file with the City Clerk at least 10 calendar days prior to the City Council's commencement of such public hearing; and

WHEREAS, the City Council desires to revise and amend the Capital Improvement Plan as set forth herein;

NOW, THEREFORE BE IT RESOLVED BY THE BEAUMONT CITY COUNCIL AS FOLLOWS:

Section 1. The City Council hereby approves and amends the Capital Improvement Plan for Fiscal Years 2025 through 2029, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof by this reference.

Section 2. The Capital Improvement Plan may be updated by the City Council from time to time pursuant to California Government Code, section 66002, or as otherwise provided by law.

Section 3. This Resolution shall take effect immediately upon its passage and adoption.

MOVED, PASSED, and ADOPTED this 17th day of June, 2025, by the following vote:

AYES: Martinez, White, Voigt, Lara, Fenn
NOES:
ABSTAIN:
ABSENT:

By: _____
Mike Lara, Mayor
City of Beaumont

ATTEST:

By: _____
Nicole Wheelwright
Deputy City Clerk

EXHIBIT A
SUMMARY OF FY 2025 –2029 CIP BUDGET AMENDMENT No. 6

CAPITAL IMPROVEMENT PROGRAM- CHANGE LOG
FY25-29 AMENDMENT NO. 6

CIP Project	Budget Changes	Funding Source	FY Funding	Update
R25-16 Oak Valley Widening and Traffic Signals Update Project	$ 2,100,000	DIF - Transportation	2025	New Project
R25-16 Oak Valley Widening and Traffic Signals Update Project	$ 1,000,000	F25-02 Fire Truck Purchase	2025	New Project
R25-16 Oak Valley Widening and Traffic Signals Update Project	$ 400,000	R25-11 Street Name Sign	2025	New Project
R25-16 Oak Valley Widening and Traffic Signals Update Project	$ 600,000	R25 California Storm Drain Replacement	2025	New Project
R25-16 Oak Valley Widening and Traffic Signals Update Project	$ 1,900,000	General Fund	2025	New Project
F25-02 Fire Engine	$ (1,000,000)	General Fund	2025	Budget Change
R25-11 Street Name Sign	(400,000)	General Fund	2025	Close/ Defer
R25 California Storm Drain Replacement	(600,000)	General Fund	2025	Close /Defer

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(951) 368-9229
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City of Beaumont
550 E. 6th Street
Beaumont, California 92223

Account Number:	5209298
Ad Order Number:	0011739485
Customer's Reference/PO Number:	
Publication:	The Press-Enterprise
Publication Dates:	06/06/2025
Total Amount:	$442.51
Payment Amount:	$0.00
Amount Due:	$442.51
Notice ID:	HY4SgzSLNJOUuy5o8q4r
Invoice Text:	LEGAL ADVERTISEMENT NOTICE IS HEREBY GIVEN, that the City Council of the City of Beaumont will conduct a public hearing to consider the matter described below. The City Council's public hearing will be held at 6:00 p.m. on Tuesday, June 17, 2025, at 550 East Sixth Street, Beaumont, California. DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BEAUMONT AND BEAUMONT REGENCY AVG LLC (PLAN2025-0177) On May 28, 2025, the Planning Commission approved various land use entitlements and recommended approval and adoption of an ordinance by the City Council for a development agreement to authorize a project consisting of a 279,941 square-foot commercial shopping center on approximately 28.95 acres on the south side of Oak Valley Parkway, easterly of the I-10 Freeway. The proposed development agreement would vest the land use entitlements for a term of up to 15 years, would authorize the City to reimburse the actual costs up to $6,000,000 for improvements to Oak Valley Parkway and would allow consideration of an application for a digital display otherwise prohibited by Beaumont Municipal Code Section 17.070.030.G. The City Council will also consider a Resolution for Amendment No. 6 to the City Five-Year Capital Improvement Plan for Fiscal Years 2025-2029 and the Fiscal Year 2024-2025 City Budget to identify the proposed Oak Valley Parkway improvements as a capital project and reserve funding. The development agreement authorizing the project has been determined exempt under Article 12, Section 15183 (Projects Consistent with a Community Plan or Zoning). The Applicant for this Project is Beaumont Regency AVG LLC (“Developer”). Melody Arechiga Senior Planner marechiga@beaumontca.gov

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550 E. 6th Street
Beaumont, California 92223

Publication: The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc: 0011739485

FILE NO. 0011739485

PROOF OF PUBLICATION

I am a citizen of the United States. I am over the age of eighteen years and not party to or interested in the above-entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper of general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

06/06/2025

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Date: June 6, 2025.
At: Riverside, California

Christine Gonzalez
Signature

LEGAL ADVERTISEMENT

NOTICE IS HEREBY GIVEN, that the City Council of the City of Beaumont will conduct a public hearing to consider the matter described below. The City Council's public hearing will be held at 6:00 p.m. on Tuesday, June 17, 2025, at 550 East Sixth Street, Beaumont, California.

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The Applicant for this Project is **Beaumont Regency AVG LLC ("Developer").**

Melody Arechiga
Senior Planner
marechiga@beaumontca.gov

TENTATIVE TRACT MAP NO.38879 (TM2023-0012) AND VARIANCE (V2025-0024), Conduct a Public Hearing request for consideration of City Council approval of Tentative Tract Map 38879 for a proposed subdivision of 2.70 gross acres into 10 single-family residential lots ranging between 8,500 and 9,365 square feet and a Variance request from BMC Code Section 16.12.080.C to allow lot depths to be larger than 2.5 times the width. The proposed application is categorically exempt from the provisions of the California Environmental Quality Act under Section 15332, Class 32 – In-Fill. (APN: 415-200-031)

Applicant: **Penn St Development LLC, Dean Cook**

Jillian Fountain
Associate Planner
jfountain@beaumontca.gov

Public comments can be made in person, using the public comment phone line or by written email. Phone-in comments will be accepted by calling the designated public comment phone line (951) 922-4845 prior to the corresponding item. Public comments shall not exceed three minutes unless otherwise authorized by the City Council. Written comments can be emailed to NicoleW@BeaumontCa.gov. Public comments accepted via email will be read aloud during the corresponding item of the meeting. Comments can be submitted any time prior to the meeting as well as during the meeting until the end of the corresponding item.

This meeting will be conducted in person and will be recorded for live streaming. All City of Beaumont public meetings will be made available via live streaming and made available on the City's official YouTube webpage. Please use the following link during the meeting for live stream access: BeaumontCa.gov/Livestream
The Press-Enterprise
Published: 6/6/25

City of Beaumont
Budget Adjustment Form
FY 2023/2024

DATE: 6/17/2025

DEPARTMENT NAME: CIP

PREPARED BY: Jennifer Ustation

APPROVED BY

*Account Number for Example only

		Revenue = (Credit) Expense = Debit	Revenue = (Credit) Expense = Debit	Debit (Credit)	
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET	ADJUSTMENT	NEW BUDGET AMT	Explanations / Justification
561-0000-9960-0000	Transfer Out	-	2,100,000.00	2,100,000.00	Transfer Funds to Project
R25-16-T 500-0000-950-0000	Transfer In	(71,408,468.00)	(2,100,000.00)	(73,508,468.00)	Transfer Funds into Project
R25-16-A 500-0000-8990-0000	Capital Outlay	-	2,100,000.00	2,100,000.00	Project Costs
100-0000-9960-0000	Transfer Out	16,492,743.00	1,900,000.00	18,392,743.00	Transfer Funds to Project
R25-16-T 500-0000-950-0000	Transfer In	(71,408,468.00)	(1,900,000.00)	(73,308,468.00)	Transfer Funds into Project
R25-16-A 500-0000-8990-0000	Capital Outlay	-	1,900,000.00	1,900,000.00	Project Costs
				-	
				-	
				-	
				-	
				-	
				-	
				-	
TOTALS			**$ 4,000,000.00**		

Net Effect