



**Agenda**  
**City of Beaumont Planning Commission**  
**Regular Session 6:00 PM**

550 E 6th Street, Beaumont, Ca  
**Tuesday, October 8, 2019**

Materials related to an item on this agenda submitted to the Planning Commission after distribution of the agenda packets are available for public inspection in the City Clerk's office at 550 E. 6th Street during normal business hours

Any Person with a disability who requires accommodations in order to participate in this meeting should telephone the City Clerk's office at 951 769 8520, at least 48 hours prior to the meeting in order to make a request for a disability related modification or accommodation.

Page

**REGULAR SESSION**

**CALL TO ORDER**

Chairman Tinker, Vice Chairman St. Martin, Commissioner Smith, Commissioner Stephens

Pledge of Allegiance:

Approval/Adjustments to Agenda:

Conflict of Interest Disclosure:

**PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)**

*Any one person may address the Planning Commission on any matter not on this agenda. If you wish to speak, please fill out a "Public Comment Form" provided at the back table and give to the City Clerk. There is a three (3) minute time limit on public comments. There will be no sharing or passing of time to another person. State Law prohibits the Commission from discussing or taking actions brought up by your comments.*

**ACTION ITEMS/PUBLIC HEARINGS/REQUESTS**

*Approval of all Ordinances and Resolutions to be read by title only.*

- |                                     |        |
|-------------------------------------|--------|
| <b>1. Approval of Minutes</b>       | 5 - 11 |
| <a href="#">PC Minutes 09.10.19</a> |        |
| <a href="#">PC Minutes 09.24.19</a> |        |

- |  |         |
|--|---------|
| <b>2. Conduct a Public Hearing and Confirmation Property to be Disposed<br/>Conforms with the Beaumont General Plan.</b> | 13 - 19 |
|--|---------|

Recommended Committee Action(s):

1. Hold a Public Hearing; and
2. Receive and File this report indicating the disposition of the property conforms with the General Plan.

[Staff Report - Html](#)

[Attachment A - 4th Street Properties - General Plan](#)

[Attachment B - 4th Street Properties - Zoning Map](#)

[Attachment C - Aerial 4th Street Properties](#)

3. **Consider a Request for a One-Year Extension of Time for Plot Plan 2018-0134 for a 2.89 Million Square Foot Industrial Business Park (Hidden Canyon Industrial Park); Located at the Western Terminus of Fourth Street, South of State Highway 60, East of Jack Rabbit Trail.** 21 - 49

Recommended Committee Action(s):

1. Hold a Public Hearing and;
2. Approve a one (1) year extension of time for Plot Plan 2018-0134 for the Hidden Canyon Industrial Park, based upon the findings stipulated herein, subject to the attached Conditions of Approval.

[Staff Report - Html](#)

[Attachment A - Site Plan](#)

[Attachment B - Conditions of Approval](#)

[Attachment C - General Plan Land Use Designation](#)

[Attachment D - Zoning Map](#)

[Attachment E - Aerial Photograph](#)

[Attachment F - Applicant's Letter dated September 17, 2019](#)

4. **Plot Plan PP2019-0223 for a Proposed Apartment Complex for Low Income Households Consisting of 24 Two-Bedroom Units, 23 Three-Bedroom Units, and One (1) Three-Bedroom Managers Unit, Parking, Open Space and Community Building on a 1.48 Acre Parcel Located on the East Side of Allegheny Avenue, North of 6th Street in the Commercial General (CG) Zone and the 6th Street Overlay, Planning Area 7 of the City of Beaumont Housing Element (APN#419-150-050)** 51 - 139

Recommended Committee Action(s):

1. Hold a public hearing; and
2. Approve Plot Plan PP2019-0223 for a proposed apartment complex for low income households subject to the findings and attached conditions of approval; and
3. Direct staff to prepare a Notice of Exemption for the applicant to record with the County Clerk; and,
4. Forward a recommendation of approval of the Density Bonus Housing Agreement to the City Council.

[Staff Report - Html](#)

[Attachment A - Draft Conditions of Approval](#)

[Attachment B - Site Development Plan](#)

[Attachment C - Draft Density Bonus Agreement](#)

[Attachment D - General Plan Land Use Designation](#)

[Attachment E - Zoning Map](#)

[Attachment F - Aerial Photograph](#)

5. **Conditional Use Permit CUP2019-0041 for an On-Sale License (Type 41) for the Sale of Beer and Wine at an Existing Restaurant (Grumpy Tom's) Located at 762 Beaumont Avenue in the Beaumont Avenue Overlay zone (APN: 418-072-002).** 141 - 166

Recommended Committee Action(s):

1. Hold a Public Hearing and;
2. Approve Conditional Use Permit CUP2019-0040, subject to the proposed conditions of approval and the findings stated herein; and,
3. Direct staff to prepare a Notice of Exemption for the applicant to record with the County Clerk.

[Staff Report - Html](#)

[Attachment A - Draft Conditions of Approval](#)

[Attachment B - Floor Plan](#)

[Attachment C - General Plan Land Use Designation](#)

[Attachment D - Zoning Map](#)

[Attachment E - Aerial Photograph](#)

[Attachment F - ABC License Report for Census Tract 440](#)

[Attachment G - Census Tract 440](#)

**COMMUNITY DEVELOPMENT DIRECTOR COMMENTS**

**Adjournment of the Planning Commission of the October 8, 2019 Meeting at \_\_\_ p.m.**

The next regular meeting of the Beaumont Planning Commission is scheduled for Tuesday, November 12, 2019, at 6:00 p.m. or thereafter as noted on the posted Agenda at City Hall.

Beaumont City Hall – Online [www.BeaumontCa.gov](http://www.BeaumontCa.gov)





MINUTES  
Planning Commission Meeting  
Council Chambers  
550 E 6th St. Beaumont, Ca  
Regular Session: 6:00 PM  
Tuesday, September 10, 2019

**REGULAR SESSION**

**CALL TO ORDER at 6:01 p.m.**

Chairman Tinker, Vice Chairman St. Martin, Commissioner Smith, Commissioner Barr, Commissioner Stephens

Pledge of Allegiance:

Approval/Adjustments to Agenda:

Conflict of Interest Disclosure:

**PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)**

*Any one person may address the Planning Commission on any matter not on this agenda. If you wish to speak, please fill out a "Public Comment Form" provided at the back table and give to the City Clerk. There is a three (3) minute time limit on public comments. There will be no sharing or passing of time to another person. State Law prohibits the Commission from discussing or taking actions brought up by your comments.*

**ACTION ITEMS/PUBLIC HEARINGS/REQUESTS**

*Approval of all Ordinances and Resolutions to be read by title only.*

1. Approval of Minutes

**Moved by Commissioner Smith  
Seconded by Commissioner Stephens**

**Approve minutes dated July 23, 2019 and August 13, 2019**

**Ayes:** Tinker, Smith, and Stephens

**Abstained:** St. Martin

**Approved by a 3-0 vote.**

2. Conduct a Public Hearing and Consider Conditional Use Permit 2019-0035 for a Large Family Daycare at 1349 Quince Street (Play N' Learn Family Daycare)

Public Hearing continued from August 1, 2019 closed at 6:08 p.m.

**Moved by Commissioner St. Martin**

**Seconded by Commissioner Smith**

**To approve Conditional Use Permit No. 2019-0035, subject to the proposed conditions of approval; and direct staff to prepare a Notice of Exemption for the applicant to record with the County Clerk.**

**Absent:** Barr  
**Ayes:** St. Martin, Tinker, and Smith  
**Abstained:** Stephens  
**Approved by a 3-0 vote.**

3. Conduct a Public Hearing and Consider Conditional Use Permit 2019-0039 for a Martial Arts Studio (My Focus Taekwondo) Located at 1140 Beaumont Avenue, Suite C in the Beaumont Avenue Overlay (BAO) Zone

Public Hearing opened at 6:14 p.m.  
**B. Monje**- *As the owner of the studio, explained the need for the new location and answered questions of the Commission.*  
Public Hearing closed at 6:20 p.m.  
Public Hearing re-opened  
**N. Cabrera** - *Spoke in support of the new location.*  
Public Hearing closed at 6:21 p.m.

**Moved by Commissioner Stephens  
Seconded by Commissioner St. Martin**

**To approve Conditional Use Permit No. 2019-0039, subject to the modified conditions of approval; and direct staff to prepare a Notice of Exemption for the applicant to record with the County Clerk.**

**Absent:** Barr  
**Ayes:** St. Martin, Tinker, Smith, and Stephens  
**Approved by a 4-0 vote.**

4. Conditional Use Permit CUP2018-0023 and Plot Plan PP2018-0147 to Construct and Operate a Gas Station with Eight (8) Fuel Pumps, a 4,600 Square Foot Canopy, 3,500 Square Foot Convenience Store with an Off-Sale General License (Type 20) for the Sale of Beer and Wine (Including a 1,000 Square Foot Quick Serve Restaurant), and an Attached 1,700 Square Foot Drive-Thru Restaurant, a 6,250 Square Foot Multi-Tenant Retail Building and a 2,000 Square Foot Drive-Thru Restaurant on a 2.3 Acre-Site Located on the North

Side of Oak Valley Parkway, South Side of Oak Valley Village Center and the West Side of Golf Club Drive (APNs 400-530-006 and -007) in the Community Commercial (CC) Zone and Adoption of a Mitigated Negative Declaration (SCH# 2019059034)

Public Hearing opened at 6:27 p.m.

**T. Dehbozorgi** - Gave details of the project and answered questions of the commission.

Public Hearing closed at 6:40 p.m.

**Moved by Commissioner Smith  
Seconded by Commissioner St. Martin**

**To approve a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for Conditional Use Permit CUP2018-0023 and Plot Plan PP2018-0147, subject to the attached Conditions of Approval; and direct staff to prepare a Notice of Determination for the applicant to record with the County Clerk.**

**Absent** Barr

**Ayes:** St. Martin, Tinker, Smith, and Stephens

**Approved by a 4-0 vote.**

5. Update on Proposed 6th Cycle RHNA Methodology

#### **Community Development Director Comments**

*Confirmed a special meeting to be held on September 24, 2019.*

#### **ADJOURNMENT**

**Adjournment of the Planning Commission of the September 10, 2019 Meeting at 7:02 p.m.**

The next regular meeting of the Beaumont Planning Commission is scheduled for Tuesday, October 8, 2019, at 6:00 p.m. or thereafter as noted on the posted Agenda at City Hall.

Beaumont City Hall – Online [www.BeaumontCa.gov](http://www.BeaumontCa.gov)







## MINUTES

Planning Commission Meeting  
Council Chambers  
550 E 6th St. Beaumont, Ca  
Regular Session: 6:00 PM  
Tuesday, September 24, 2019

### REGULAR SESSION

#### CALL TO ORDER at 6:02 p.m.

**Present:** Chairman Tinker, Vice Chairman St. Martin, Commissioner Smith, Commissioner Stephens

**Absent:** Commissioner Barr

Pledge of Allegiance

Approval/Adjustments to Agenda: **None**

Conflict of Interest Disclosure: **None**

#### PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

*Any one person may address the Planning Commission on any matter not on this agenda. If you wish to speak, please fill out a "Public Comment Form" provided at the back table and give to the City Clerk. There is a three (3) minute time limit on public comments. There will be no sharing or passing of time to another person. State Law prohibits the Commission from discussing or taking actions brought up by your comments.*

#### ACTION ITEMS/PUBLIC HEARINGS/REQUESTS

*Approval of all Ordinances and Resolutions to be read by title only.*

1. Conduct a Public Hearing and Consider Conditional Use Permit 2019-0040 for a Large Family Daycare at 665 Canyon Crest Road (Ortiz Family Childcare) in a Residential Single-Family Zone

Public Hearing opened at 6:06 p.m.

**C. Ortiz** - Answered questions of the commission.

Public Hearing closed at 6:12 p.m.

**Moved by Nathan Smith**

**Seconded by Patrick Stephens**

**To approve Conditional Use Permit No. 2019-0040, subject to the proposed conditions of approval; and**

**Direct staff to prepare a Notice of Exemption for the applicant to record with the County Clerk.**

**Absent:** Jose Barr

**Ayes:** Paul St. Martin, Robert Tinker, Nathan Smith, and  
Patrick Stephens

**Approved by a 4-0 vote.**

2. Proposed Amendment to Table 17.03-3 Permitted Uses in Base Zone District and Addition of Chapter 17.18 Regarding Wireless Telecommunications Facilities

Public Hearing opened at 6:18 p.m.

Public Hearing closed at 6:19 p.m.

**Moved by Paul St. Martin**  
**Seconded by Nathan Smith**

**To forward a recommendation of approval of the ordinance to the City Council.**

**Absent:** Jose Barr

**Ayes:** Paul St. Martin, Robert Tinker, Nathan Smith, and  
Patrick Stephens

**Approved by a 4-0 vote.**

3. Proposed Amendments to Beaumont Municipal Code Chapter 17.12 Adult Entertainment and Chapter 5.44 Massage Establishments Regulating the Permitting and Operation of Massage Establishments to Comply with State Law

Public Hearing opened at 6:37 p.m.

Public Hearing closed at 6:38 p.m.

**Moved by Paul St. Martin**  
**Seconded by Nathan Smith**

**To forward a recommendation of approval of the ordinance amendments to the City Council.**

**Absent:** Jose Barr

**Ayes:** Paul St. Martin, Robert Tinker, Nathan Smith, and  
Patrick Stephens

**Approved by a 4-0 vote.**

**Community Development Director Comments**

**ADJOURNMENT**

**Adjournment of the Planning Commission of the September 24, 2019 Meeting at 6:45 p.m.**

The next regular meeting of the Beaumont Planning Commission is scheduled for Tuesday, October 8, 2019, at 6:00 p.m. or thereafter as noted on the posted Agenda at City Hall.

Beaumont City Hall – Online [www.BeaumontCa.gov](http://www.BeaumontCa.gov)





## Staff Report

TO: Planning Commissioners

FROM: Kyle Warsinski, Economic Development Manager

DATE: October 8, 2019

SUBJECT: Conduct a Public Hearing and Confirmation Property to be Disposed  
Conforms with the Beaumont General Plan.

---

### **Background and Analysis:**

The City of Beaumont owns property along Fourth Street, east of Beaumont Avenue / State Route 79, and is identified as Assessor's Parcel Numbers 418-190-004, 418-190-005, 418-190-006, 418-190-007, 418-140-028, and 418-140-029.

The City Council has authorized the City Manager to negotiate the sale of these properties to an interested buyer.

Section 3.03.020 of the Municipal Code of the City of Beaumont prescribes the process to dispose of real property. That section reads as follows:

The duties of the Purchasing Officer shall include the disposition of real property in any lawful manner provided that the sale is for the common benefit of the City's citizens.

The City Planning Commission shall prepare a report that indicates that disposition of the property conforms with the General Plan. A formal declaration that the property is surplus shall not be required.

The subject site consists of approximately 2.32 acres of vacant commercial land. The property is zoned Community Commercial and is designated as Community Commercial in the General Plan. The property can also be seen in the following materials attached to this staff report:

- General Plan Land Use Map (Attachment A)
- Zoning Map (Attachment B)
- Aerial Photograph (Attachment C)

**Analysis:**

The potential buyer desires to purchase, entitle, and develop the property into a retail and service commercial development.

Upon review of the Beaumont General Plan and the Zoning Ordinance, the disposition of the property conforms with the Beaumont General Plan.

**Fiscal Impact:**

The properties conformance with the General Plan has no financial impact. Revenues generated from the sale of the property shall be detailed in the Purchase and Sale Agreement presented to the City Council for action.

**Recommendation:**

1. Hold a Public Hearing; and
2. Receive and File this report indicating the disposition of the property conforms with the General Plan.

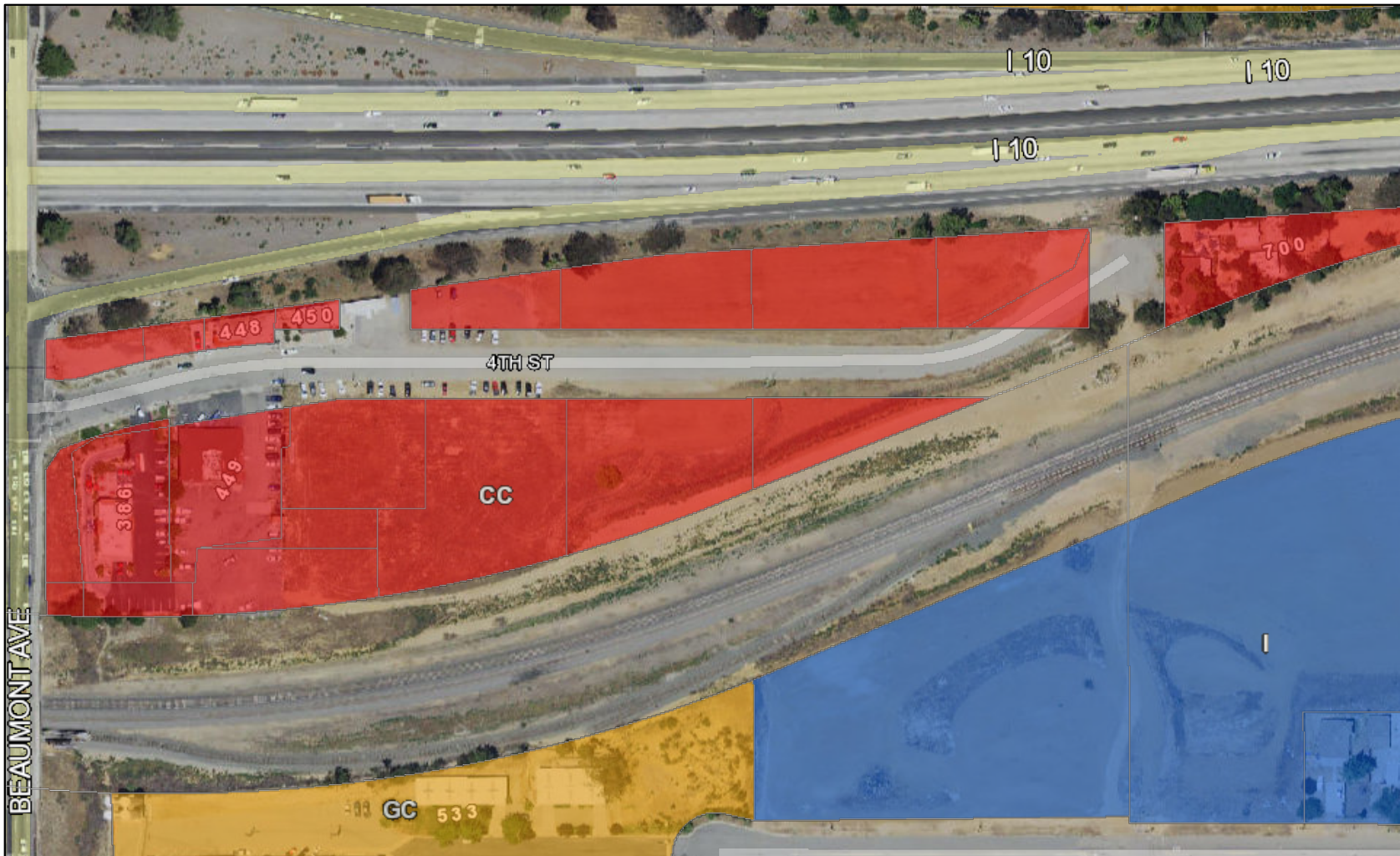
**Attachments:**

[Attachment A - 4th Street Properties - General Plan](#)

[Attachment B - 4th Street Properties - Zoning Map](#)

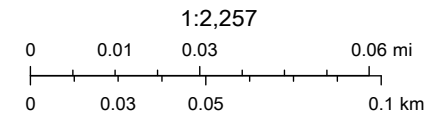
[Attachment C - Aerial 4th Street Properties](#)

# 4th Street Properties



9/30/2019, 11:41:15 AM

- |                           |                          |                               |                             |
|---------------------------|--------------------------|-------------------------------|-----------------------------|
| General Plan              | Multi-Family Residential | Industrial                    | Beaumont Avenue Overlay     |
| Rural Residential         | General Commercial       | Commercial Industrial Overlay | Public Facilities           |
| Single-Family Residential | Community Commercial     | Urban Village Overlay         | Recreation and Conservation |

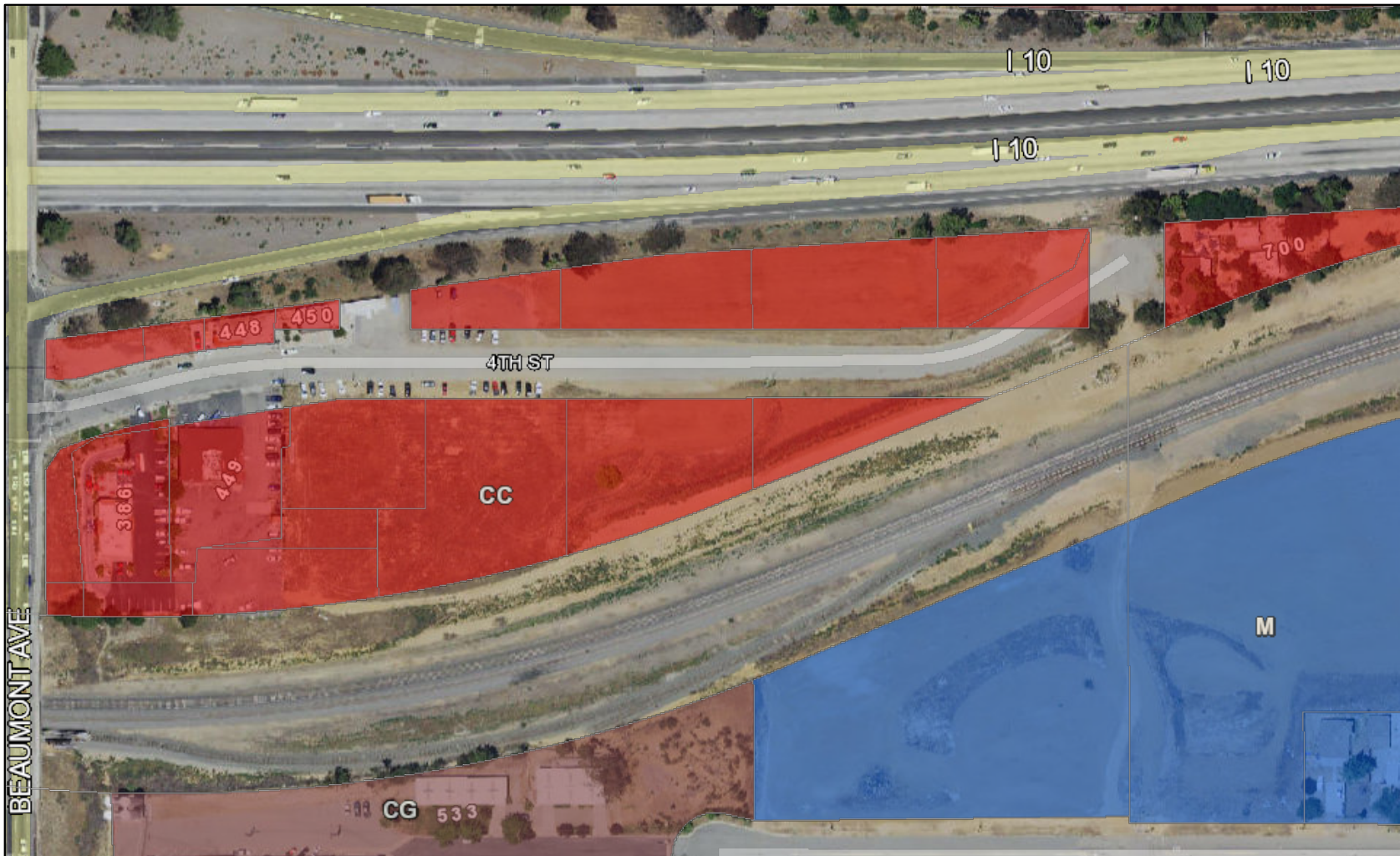


City of Beaumont



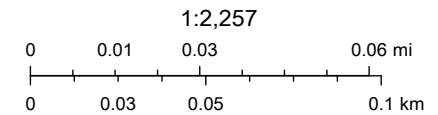


# 4th Street Properties



9/30/2019, 11:38:35 AM

Zoning	Residential Multi-Family	Commercial Community	Beaumont Avenue Overlay
Rural Residential	Specific Plan Area	Commercial Manufacturing	Mineral Resource Overlay
Residential Single-Family	Commercial General	Manufacturing	Public Facilities



City of Beaumont

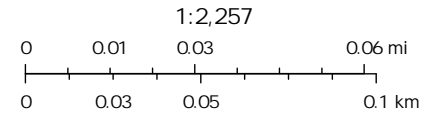


# 4th Street Properties



9/30/2019, 11:44:39 AM

- Parcels
  Minor S trees
 Labels
- Parcel Labels
  Highways/Major S trees
 City Boundary



City of Beaumont





## Staff Report

TO: Planning Commissioners

FROM: Carole Kendrick, Senior Planner

DATE: October 8, 2019

SUBJECT: Consider a Request for a One-Year Extension of Time for Plot Plan 2018-0134 for a 2.89 Million Square Foot Industrial Business Park (Hidden Canyon Industrial Park); Located at the Western Terminus of Fourth Street, South of State Highway 60, East of Jack Rabbit Trail.

APPLICANT: McDonald Property Group

---

### **Background and Analysis:**

The subject site, located southeasterly of the junction of State Route 60 and Jack Rabbit Trail, consists of a total area of 196.5 acres. The site is located along the south side of State Route 60 in the westerly-most area of the City of Beaumont.

This proposal is a request for a one-year extension of the Plot Plan (PP2018-0134) approval to facilitate the development of a 196.54-acre Industrial Center with 2.86 million square feet of floor area, contained within two buildings, for industrial uses.

The site has been subject to various entitlement activities in the past, as follows:

#### Beaumont Gateway Specific Plan

When owned by the Lockheed Corporation, the site received Specific Plan and tentative tract approval in 1995 for 573 dwelling units, with a minimum lot size of 5,000 square feet. Due to economic and market considerations at that time, the project never moved forward with development.

#### Wyle Laboratories Test Facility

Wyle Laboratories subsequently acquired the site and received City approval in 2001 for a zone change and General Plan Amendment for an industrial designation, and a conditional use permit for operation of a small industrial testing facility on the site.

#### Hidden Canyon Specific Plan (2005)

CRV-SC Beaumont Partners, LP received City approval in 2005 for the entitlement for a maximum of 426 residential lots, 19.5 acres of parks and open space, and a 4.8-acre commercial site.

Hidden Canyon Industrial Specific Plan (2012)

Amendment to the Specific Plan changing the land use designations from Residential to Industrial and providing for up to 2.89 million square feet of industrial floor space. This is the **currently** entitled status for this site.

Plot Plan Approval

11-PP-04 Plot Plan was approved by the Planning Commission on February 14, 2012 which is now expired.

16-PP-02 Plot Plan was re-approved by the City Council on September 6, 2016 which is now expired.

The approved Specific Plan, EIR Addendum, and 2012 Staff Report are available for review on the City’s Transparency Portal website within Community Development/Specific Plans.

Plot Plan 2018-0134 was approved by the Planning Commission on November 13, 2018 and is the exact same plan as was previously approved in 2012 and 2016. A Plot Plan is necessary for the approval of the two proposed buildings consisting of a total of 2.86 million square feet of floor area.

**Project Setting:**

The site consists of 196.5 acres of vacant land located on the south side of the 60 Freeway and east of Jack Rabbit Trail. The property is surrounded by vacant land to the east, west and south. To the north, across the 60 Freeway, is the Olivewood residential community, as noted in the table below and shown in Attachment E.

The table outlines the land uses, zoning and General Plan designations for the site and surrounding properties.

	LAND USE	ZONING	GENERAL PLAN
<b>PROJECT SITE</b>	Vacant Land	Hidden Canyon Specific Plan	Industrial
<b>NORTH</b>	Single Family Residential (Olivewood)	Heartland Specific Plan	Single Family Residential (SFR)
<b>SOUTH</b>	Vacant Land	County of Riverside	Rural Residential (RR)

<b>EAST</b>	Single Family Residence	County of Riverside	Single Family Residential (SFR)
<b>WEST</b>	Single Family Residence	County of Riverside	Rural Residential (RR)

**Planning Commission Authority:**

Pursuant to Beaumont Municipal Code Section 17.02.070.J, a plot plan subject to lapse may be renewed up to one (1) additional year, provided that the applicant files an application for renewal with the Community Development Director prior to the expiration date, and subject to consideration in a public hearing.

The applicant filed a request for an extension on September 17, 2019 prior to the November 13, 2019 expiration date.

**Public Communications:**

Property owners located within a 300-foot radius of the project site were notified of the public hearing on September 27, 2019 with a 10-day hearing notice in addition to a public notice in the Press Enterprise. At the time of report preparation, the Planning Department has not received any letters of comment from the public in favor or opposition to the project. Any 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.

**Environmental Documentation:**

From the standpoint of the California Environmental Quality Act (CEQA), an Environmental Impact Report (EIR) was prepared and certified in 1995 for the Beaumont Gateway Specific Plan, and the later Hidden Canyon Addendums in both 2005 and 2012, assessing the environmental impacts of the project and subsequent implementation steps, including subdivision of the site, for the same project. The EIR and the findings made by the City Council remain valid for this use under this current application.

The proposed extension of time will not result in an increase of density or intensity of the project and will result in project changes that were not previously analyzed under the EIR. As such, the extension of Plot Plan PP2018-0134 and any effects it may have on the environment, fall within the scope of, and were analyzed under the previously certified EIR. Furthermore, based on the project and surrounding developments, staff concludes that there has been no change in circumstances under which the project is being undertaken that would require additional analysis under CEQA. Finally, the staff has not been presented with any information contrary to this conclusion or any information which from it could be fairly argued that the extension of time involves new significant effects on the environment or substantially increases the severity of a previously identified effect.

**Findings:**

In order for the Planning Commission to approve the subject proposal, the following findings are required.

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 this Zoning Ordinance. *Industrial buildings and uses are permitted by right under the Hidden Canyon Industrial Park Specific Plan. Plot Plan PP2018-0134 is consistent with and complies with all applicable provisions of the Hidden Canyon Industrial Park Specific Plan.*
2. The proposed use is consistent with the objectives, policies, general land uses and programs of the general plan and any applicable specific plans. *The proposed project is in conformance with the General Plan for the City of Beaumont. The land use designation for the project site is Industrial (I). The proposed development is consistent with the General Plan policies.*
3. The subject site is physically suitable for the type and intensity of the proposed land use. *The site is disturbed and graded for future development. The project is in an area that is slated for future industrial development.*
4. The location, size, design and operating characteristics of the proposed use is compatible with existing land uses within the general area in which the proposed use is located. *The site located adjacent to the 60 Freeway and is surrounded by unincorporated land that is predominately undeveloped with the exception of a few single-family residences. The site size and freeway adjacency are conducive for industrial development. Furthermore, the site is zoned for industrial development and has an industrial land use designation in the Beaumont General Plan.*
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 is within the Beaumont-Cherry Valley Water District for water services and the City of Beaumont for sewer disposal system. Electricity can be provided by Southern California Edison and natural gas can be provided by the Southern California Gas Company. Solid waste and refuse services can be 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 use 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 Environmental Impact Report was previously certified for the property and no changes are proposed that have not been previously analyzed.*

**Incorporated herein by Reference:**

- City of Beaumont General Plan
- Project Site's Riverside Conservation Authority Multi-Species Habitat Conservation Plan Information Map



- Contents of City of Beaumont Planning Department Project File for the Hidden Canyon Specific Plan, Hidden Canyon Industrial Park Specific Plan, 11-PP-04, 16-PP-02 and PP2018-0134

**Fiscal Impact:**

The proposed Plot Plan extension of time has no financial impact.

**Recommendation:**

1. Hold a Public Hearing and;
2. Approve a one (1) year extension of time for Plot Plan 2018-0134 for the Hidden Canyon Industrial Park, based upon the findings stipulated herein, subject to the attached Conditions of Approval.

**Attachments:**

[Attachment A - Site Plan](#)

[Attachment B - Conditions of Approval](#)

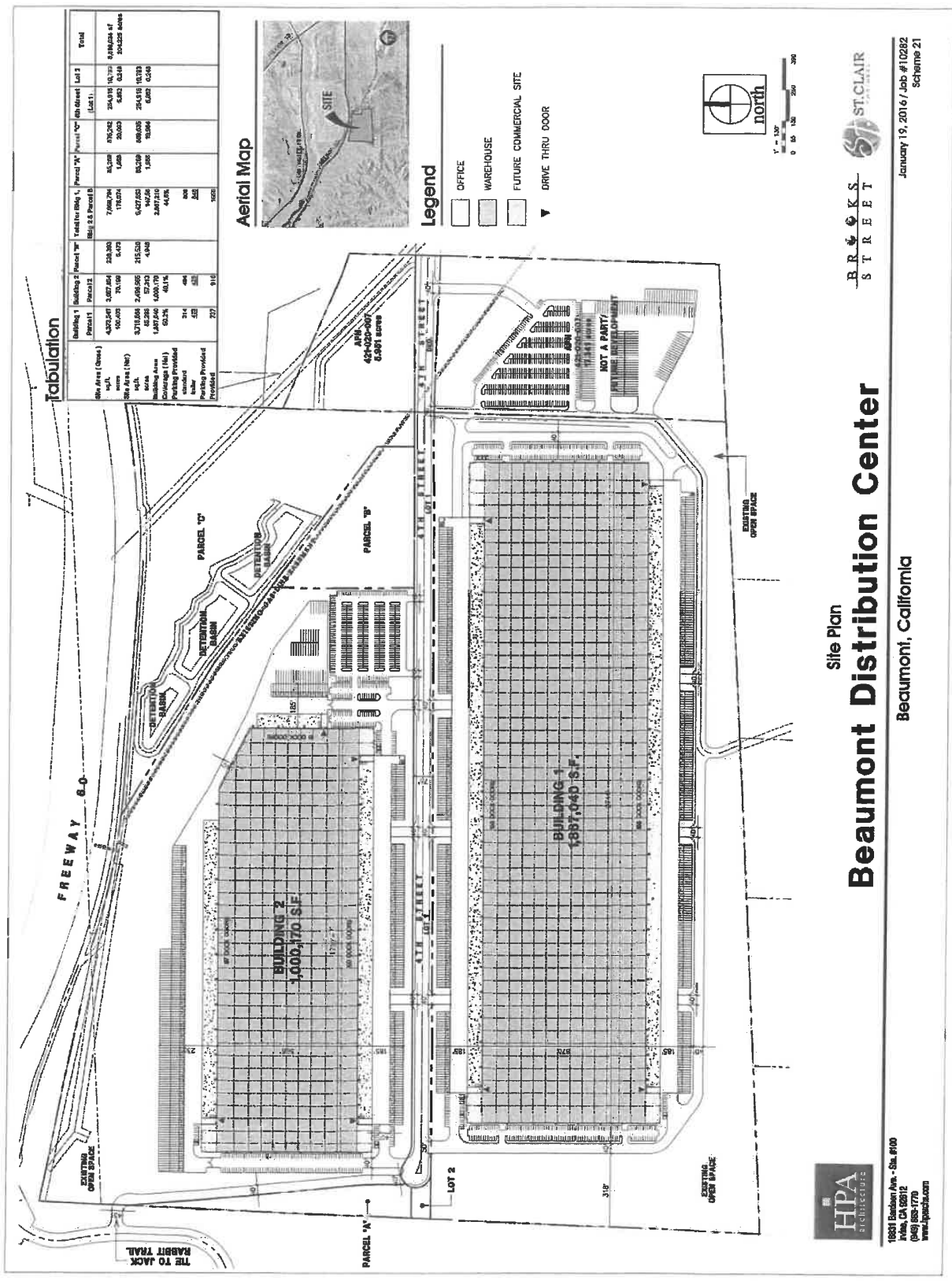
[Attachment C - General Plan Land Use Designation](#)

[Attachment D - Zoning Map](#)

[Attachment E - Aerial Photograph](#)

[Attachment F - Applicant's Letter dated September 17, 2019](#)





**tabulation**

Bldg Area (Cover)	Building 1		Building 2		Parcel 1*		Parcel 2*		Parcel 3*		Parcel 4*		Total
	Area	Volume	Area	Volume	Area	Volume	Area	Volume	Area	Volume	Area	Volume	
4,022,247	3,027,264	238,300	7,068,274	5,762,842	183,234	284,819	10,731	18,234	284,819	10,731	18,234	5,826	0.548
16,020	10,100	5,075	11,020	7,000	3,500	17,500	6,750	3,375	16,875	6,450	3,225	16,125	0.548
3,718,804	2,948,596	415,520	6,427,551	5,152,592	183,234	284,819	10,731	18,234	284,819	10,731	18,234	5,826	0.548
82,200	52,200	4,500	94,700	59,700	4,500	28,400	10,900	18,900	28,400	10,900	18,900	5,800	0.548
1,000,000	800,000	400,000	1,400,000	1,120,000	560,000	700,000	280,000	140,000	700,000	280,000	140,000	560,000	0.548
52,200	40,000	20,000	62,200	48,000	24,000	30,000	12,000	6,000	30,000	12,000	6,000	24,000	0.548
214	166	83	214	166	83	214	166	83	214	166	83	214	0.548
52	40	20	52	40	20	52	40	20	52	40	20	52	0.548
727	561	280	727	561	280	727	561	280	727	561	280	727	0.548

**Aerial Map**



**Legend**

- OFFICE
- WAREHOUSE
- FUTURE COMMERCIAL SITE
- DRIVE THRU DOOR



**Site Plan**  
**Beaumont Distribution Center**

Beaumont, California

**HPA**  
ARCHITECTS

18831 Eastover Ave. - Ste. #100  
Folsom, CA 95632  
(916) 955-1770  
www.hparch.com



January 19, 2016 / Job # 10282  
Scheme 21





**CITY OF BEAUMONT  
PLANNING DEPARTMENT  
CONDITIONS OF APPROVAL**

**Planning Commission  
Approval:**  
  
**DRAFT**

**PLANNING COMMISSION DATE: OCTOBER 8, 2019**

**PROJECT NO.:** PLOT PLAN PP2018-0134 (EXTENSION)  
**APPLICANT:** Bruce McDonald – McDonald Property Group  
**OWNER:** Lassen Development Partners, LLLP  
**APN:** 424-010-011 through 424-010-018  
**LOCATION:** West of the terminus of 4<sup>th</sup> Street, south of Highway 60 and east of Jack Rabbit Trail  
**DESCRIPTION:** One year extension of time for Plot Plan PP2019-0134 for a 2.89 million square foot industrial business park commercial office/storage building located on 196.5 acres at the westerly terminus of 4<sup>th</sup> Street, south of Highway 60, east of Jack Rabbit Trail within the Hidden Canyon Specific Plan.

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**

- 1.1 The permit for the above referenced Plot Plan and property consists of Conditions of Approval 1.1 through 16.1; and pages 1 through 15, inclusive.
- 1.2 The use hereby permitted is for the construction of two buildings totaling 2.86 million square feet on a 196.5-acre site.
- 1.3 The permittee shall defend, indemnify, and hold harmless the City of Beaumont, the Beaumont Redevelopment Agency (Successor), 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 PP2018-0134, 16-PP-02, Specific Plan 11-SP-01, and 1995 Beaumont Gateway Specific Plan Environmental Impact Report & subsequent Addendums. 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.
- 1.4 This approval is subject to the City of Beaumont Municipal Code Section 17.02.070 Plot Plans and is subject to timing specified in Sections (I) and (J).

**Plot Plan 2018-0134 Extension**  
**Conditions of Approval**  
**Page 2**

- 1.5 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 plot plan, unless otherwise amended by these conditions of approval.
- 1.6 All subsequent submittals required by these conditions of approval, including but not limited to landscape plans, grading plans, building plans, improvement plans or mitigation monitoring plans, shall be subject to the payment of review fees by the permittee as set forth herein.
- 1.7 If human remains are encountered during grading and other construction excavation, work in the immediate vicinity shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code Section 7070.5.
- 1.8 In the event that significant Native American cultural resources are discovered during project development/construction, all work in the immediate vicinity shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be retained to assess the find. Work on the overall project may continue during this assessment period. If a Treatment Plan or cultural resources management plan is required, the developer shall be required to have the archaeologist consult with the relevant Native American authority regarding the disposition of any found artifacts.
- 1.9 An Environmental Impact Report EIR was prepared and certified for the Beaumont Gateway Specific Plan, an Addendum was prepared for the subsequent amendment entitled "Hidden Canyon Industrial Park Specific Plan Addendum", and a series of mitigation measures were adopted by the City Council to mitigate the potential impacts of the project. All of the mitigation measures set forth in the subject environmental document are herewith established as conditions of approval for Plot Plan 16-PP-02. The applicant shall be responsible for monitoring and implementing all mitigation measures as set forth under that Environmental Impact Report. The applicant shall reimburse the City for any costs associated with mitigation monitoring.
- 1.10 If deemed necessary by the Director of Planning, within thirty (30) days of approval by the Planning Commission ten (10) copies of an Amended Per Final Conditions set of the following Exhibits shall be submitted to the Planning Director and Public Works Director for review approval.

Exhibit "A" - Site Plan

Exhibit "B" - Grading and Erosion Control Plans

**Plot Plan PP2018-0134 Extension**  
**Conditions of Approval**  
**Page 3**

Exhibit "C" - Landscape and Irrigation Plans  
Exhibit "D" - Wall and Fence Plans

- 1.11 These Conditions of approval related to Plot Plan 2018-0134 shall replace the previously approved conditions for Plot Plan 16-PP-02 and 11-PP-04 but shall not replace the conditions for Parcel Map No. 36426 (11-PM-03), the amendment to the Specific Plan dated March 20, 2012.

**2. AGENCY CONDITIONS**

- 2.1 The permittee shall comply with the requirements set forth in the Public Works Department conditions, a copy of which is attached hereto.
- 2.2 Water facilities shall be provided in accordance with the requirements of the Beaumont-Cherry Valley Water District.
- 2.3 Fire protection shall be provided in accordance with the requirements to be set forth by the City's Fire Plan Check Engineer and the Beaumont Fire Department.
- 2.4 The applicant shall be responsible for the payment of any school impact mitigation fees, as required by the Beaumont Unified School District. This condition may be satisfied with the delivery of a certificate indicating clearance from the District.
- 2.5 The applicant shall comply with the requirements of the Beaumont Police Department.
- 2.6 The applicant shall comply with the requirements set forth by Caltrans.
- 2.7 The applicant shall comply with the requirements as set forth by the Southern California Gas Company.
- 2.8 The applicant shall comply with the requirements as set forth by the Southern California Edison.

**3. DEVELOPMENT STANDARD CONDITIONS**

All the following conditions shall be satisfied prior to the commencement of any use allowed by this permit:

**Plot Plan 2018-0134 Extension**  
**Conditions of Approval**  
**Page 4**

- 3.1 Site improvements shall be constructed in accordance with the following provisions:
  - a. On-site driveways and parking areas shall be surfaced with asphalt or concrete as approved by the Public Works Department. Handicapped parking shall be provided consistent with City standards.
  - b. Utilities shall be installed underground as approved by the Public Works Director.
  - c. All of the mitigation measures adopted in the 1995 Beaumont Gateway Environmental Impact Report & subsequent Addendums.
- 3.2 Every reasonable effort shall be undertaken to develop an aesthetic environment, as viewed from State Route 60, which provides a positive perspective as motorists enter the City of Beaumont. Towards this end, in conjunction with the approval of grading plans, the applicant shall submit detailed landscape plans and section and perspective illustrations for the review and approval of the Director of Planning.
- 3.3 A Master Sign Program shall be prepared and approved by the Planning Commission. All signage shall be developed in conformance with the adopted Hidden Canyon Specific Plan for signs and/or relevant City Standards. All signage shall be developed in conformance with the approved Sign Program. All Building mounted signage shall be in the form of channel letters and shall comply with relevant city sign standards under the Hidden Canyon Specific Plan.
- 3.4 The development standards contained in the approved Specific Plan shall become the prevailing land use regulations for the areas contained within the area of the project. These regulations will have full force of the Zoning Ordinance of the Beaumont Municipal Code through application of the (SPA) Specific Plan Area Zone. Where conflicts exist between approved Specific Plan and the Beaumont Zoning Ordinance, the Specific Plan regulations shall prevail. Subject to the vesting effect of a Development Agreement, where conflicts existing between the Specific Plan and the provisions of the Municipal Code, other than the Zoning Ordinance, the provisions of the Municipal Code shall prevail.
- 3.5 Prior to the issuance of any permits related to the site, the developer shall cause to be prepared Conditions, Covenants and Restrictions (CC&R's) for the review and approval of the Planning Director, which shall include provisions requiring formation of a property owners' association which shall be responsible for the ownership and maintenance of any water quality basin, common circulation and parking areas, conservation area, open space or other facility required to be constructed, set aside or improved for purposes set forth in any regulatory permit, including but not limited to those issued by the State of California



**Plot Plan PP2018-0134 Extension**  
**Conditions of Approval**  
**Page 5**

or the U.S. Army Corps of Engineers. The CC&R's shall be recorded and in force prior to the issuance of any occupancy permit or final building inspection, subject to approval by the Director of Planning

- 3.6 Any proposed outside lighting shall be hooded and directed so as not to shine directly upon adjoining property or public rights-of-way and shall comply with Beaumont Municipal Code Chapter 8.50.
- 3.7 Color and materials samples for the building shall be submitted for the approval of the Director of Planning prior to issuance of building permits. The Buildings shall incorporate multiple colors and materials, including, but not limited to, real and faux windows as to break up the visual profile typically associated with a large high-cube building and to be aesthetically pleasing.
- 3.8 A detailed wall and fence plan shall be submitted to the City, subject to approval. No chain-link or wood fencing shall be located on this site.
- 3.9 All access gates shall comply with standards set forth by the Beaumont Fire and Police Departments.
- 3.10 Any exterior storage/equipment areas shall be fully screened from public view by a masonry wall which is architecturally compatible with the building or shall be architecturally integrated into the building as approved by the Director of Planning.
- 3.11 A trash enclosure of masonry construction shall be provided on-site and utilize metal doors to the satisfaction of the Planning Department and meet the requirements of the Department of Building and Safety. Chain-link gates with wood slats are prohibited. It shall be sized appropriately to accommodate both recyclable and non-recyclable bins pursuant to requirements as set forth under Municipal Code Section, Chapter 8.14
- 3.12 Any approved roof mounted equipment shall be fully screened from view and shall be architecturally integrated into the building as approved by the Planning Department.
- 3.13 The Developer shall be responsible for funding the project's fair share infrastructure and facility costs, including freeway interchange improvements at Potrero Boulevard, signalization, and improvements to roadways within and accessing the site, as specified in the traffic analysis contained in the Addendum to the Environmental Impact Report.
- 3.14 Construction areas shall be fenced as required by the City to preclude the creation of an attractive nuisance and to limit access to and disturbance of sensitive habitat

areas.

#### **4. GRADING CONDITIONS**

Prior to issuance of GRADING PERMITS, the following conditions shall be satisfied:

- 4.1 If grading is proposed in excess of fifty cubic yards, the project must comply with the following:
  - a. A grading permit shall be obtained from the Department of Public Works prior to commencement of any grading.
  - b. The permittee shall submit five prints of a comprehensive grading plan and erosion control plan along with appropriate improvement plan check fees to the Public Works Department which complies with the Uniform Building Code, and as may be additionally provided for in these conditions. The grading and erosion control plan shall be prepared and signed by a registered civil engineer and shall ensure that all erosion and siltation is contained to preclude downstream siltation impacts.
  - c. Graded land shall be provided with erosion control measures as approved by the Public Works Director.

#### **5. LANDSCAPING & IRRIGATION CONDITIONS**

Prior to the issuance of permits the following conditions shall be satisfied as approved by the Planning Department:

- 5.1 Landscape and irrigation plans shall be submitted for the approval by the Planning Department and shall provide landscaping for all areas of the site not covered by buildings or hardscaping.
- 5.2 All landscape materials and irrigation improvements shall be installed and fully operational prior to final inspection and occupancy.
- 5.3 Landscape and irrigation plans shall be prepared and signed by a registered landscape architect and shall comply with the “low-water” usage standards as set forth in the Beaumont Municipal Code.

**Plot Plan PP2018-0134 Extension**  
**Conditions of Approval**  
**Page 7**

- 5.4 Trees provided shall be a minimum of a 24-inch box in size and be provide with a root barrier.

**6. FINAL INSPECTION/OCCUPANCY CONDITIONS**

Prior to final inspection or issuance of occupancy permits, whichever occurs first, all the following conditions shall be satisfied:

- 6.1 Access roads, street improvements, all agency requirements, parking areas and security lighting shall be constructed in accordance with approved improvement plans and specifications.
- 6.2 Clearance shall be obtained from the Beaumont Fire Department, and all fire protection improvements shall be in place as approved by the Fire Chief.
- 6.3 Clearance shall be required by the Planning Department relative to the installation of all required landscaping, wall and fence, and site improvements.

**PUBLIC WORKS CONDITIONS**

**7.0 - GENERAL**

- 7.1 The design of the public infrastructure elements shall conform to the requirements of, but not limited to, the City of Beaumont Municipal Code, the City General Plan, Master Plan, Caltrans Standard Specifications and the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, current edition, as required and approved by the Public Works Director.
- 7.2 The following plans and reports shall be prepared by a competent California licensed civil engineer prior to any site development. All required plans shall be drawn in ink at appropriate scales on mylar sheets as approved by the Public Works Director. All plans are required to be drawn using computer—aided-drafting software that are compatible or readily convertible to City system.
- 7.21 Plans Required:
- A. Street Plans - Plan/Profile at 1" = 40' (Hor.), 1" = 4' (Vert.), plus Title/Index and Detail Sheets

**Plot Plan 2018-0134 Extension**  
**Conditions of Approval**  
**Page 8**

- B. Master Grading Plan - Plan at 1" = 100', Rough grading 1"=40' and Precise grading plan 1"=30'
- C. Master Water, Sewer, Storm Drain and Utility Plan - Plan at 1" - 100'
- D. Landscape/Irrigation — Plan at 1"---40'
- E. Electrical and Street Lighting Plan 1"---40'
- F. Composite underground Utility Plan at 1"=40' showing all curbs, sewer, water, and storm drain with valves, utility valves, manholes and service connections. Gas, electric, telephone and CATV shall be shown schematically based on plans prepared by utility agencies.

7.22 Final maps shall meet all requirements of the Beaumont Municipal Code, and shall include the following:

- A. All easements within the City of Beaumont's rights of way shall be subordinated to the City of Beaumont.
- B. All required off-site rights-of-way shall be acquired by the Applicant pursuant to the subdivision map act and the Beaumont Municipal Code.

7.23 Reports Required:

- A. A preliminary title report accompanied by copies of all recorded documents cited therein shall be submitted to the Public Works Director for review along with the first submittal of the final map for checking.
- B. A preliminary soils report prepared by a California licensed geotechnical engineer or civil engineer skilled in soils/foundation investigations shall be submitted for review by the Public Works Director along with the first submittal of grading plans/street plans and/or other improvement plans for review. All applicable provisions of the California Building Code 2013 (CBC) shall be properly addressed in said report. Within the required soils report, special attention shall be directed to the ripability of the proposed cuts and stability of manufactured slopes.

**Plot Plan PP2018-0134 Extension**  
**Conditions of Approval**  
**Page 9**

- C. Geotechnical report shall address all seismic conditions of the site and recommendations provided therein.
- D. The geotechnical engineer shall determine the setback requirements to support loading without failures in the soil mass.
- E. 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 Director for review and approval as determined by the City. Upon completion of all soils related work, the geotechnical engineer shall submit a final report to the Public Works Director for review and approval, which may require additional tests at the expense of the applicant. Permits to build structures will not be issued until a report has been submitted by a geotechnical engineer and approved by the Public Works Director attesting to the sufficiency of all building pads to sustain proposed foundation loading.
- F. Hydrology and hydraulic studies shall be prepared for this project. Said study shall determine the impact of at least 100-year rainfall event and shall propose mitigation for its effects. Special attention shall be given to scouring and shall propose appropriate remedies.
- G. Traffic Study shall be submitted for this project

7.3 Fees Required:

- 7.31 At the time of first submittal of Final Map and improvement plans, the Applicant shall pay to the City of Beaumont all applicable fees based on the requirements of City Resolution No. 1990-44. An Engineer's estimate of construction shall be prepared by the applicant's engineer and approved by the Public Works Director.
- 7.32 At the time of requesting recordation of Final Map, the Applicant shall provide to the City a cash deposit based on the requirements of City Resolution No. 1990-44. This deposit shall guarantee setting of final survey monumentation within the Parcel Map. Said deposit will be refunded after the Public Works Director verifies that said monumentation has been set in accordance with the Final Map and that any required amended maps and/or certificates of

correction have been recorded.

- 7.33 Prior to issuance of any permits to construct any improvements, securities to guarantee completion of construction and payment of labor and materials shall be provided by the Applicant and all assignees and successors to the City in accordance with Chapter 16.36 of the Beaumont Municipal Code. Public Works shall meet the prevailing wage requirements. Supporting documentation shall be provided to the City prior to acceptance of subject works or upon request by the City.

#### **8.0 — STREET IMPROVEMENTS**

- 8.1 Off-site and on-site streets shall be constructed based on the typical sections per Approved Parcel Map Exhibit dated February 7, 2012. Furthermore, since an updated Traffic Study has not been submitted for this development at the time of writing of these conditions, the Applicant shall be directly and solely responsible for the mitigation of impacts related to existing traffic levels plus project traffic plus background traffic increases. The Applicant shall obtain all required rights-of-way, construct all street improvements at the times required by the Public Works Director.
- 8.2 Street improvements shall be constructed as follows:
- 8.21 Plans for street improvement shall be based on the sections and alignment per the Approved Parcel Map Exhibit dated February 7, 2012. Offsite right of way shall be acquired by the Applicant for dedication to the City.
- 8.22 Lot 2 shown on the approved exhibit shall be physically connected to Jack Rabbit Trail as secondary access point.
- 8.23 The Applicant shall improve Jack Rabbit Trail. Plans must be submitted to both Riverside County and City of Beaumont.
- 8.24 Pavement structural section shall be designed based on soils tests (R-Value Tests) conducted by an acceptable soils testing laboratory and submitted by a California licensed geotechnical civil engineer for a Traffic Index as approved by the Public Works Director.
- 8.25 All sidewalks shall have a minimum unobstructed width of 6 feet, and the location of pedestrian ramps shall be based on approved standards in accordance with

federal and state laws at the time of recordation.

- 8.26 All curb heights and gutter widths shall be based on Standard 200/201. Actual curb height will be determined by the Hydrology/Hydraulics Report and approved by the Public Works Director. Median curb shall be 8" high. multiple lifts depending on design asphalt thickness with the final lift placed prior to the first occupancy within that phase of development.
- 8.27 Prior to the time that lumber is deposited on the site for approved construction in a specific phase, all curbs and gutters and pavement shall be completed within that phase area and compaction reports for utility trenches and street base shall be approved.
- 8.28 Streets shall not be paved until all underground utilities are installed. There shall be no intersecting street centerlines less than 90° unless otherwise approved by the Public Works Director.
- 8.29 Prior to issuance of buildings permits, two points of ingress and egress shall be constructed as approved by the Public Works Director.
- 8.30 Street lights and outdoor lighting shall conform to the City of Beaumont Outdoor Lighting Ordinance and approved by the Public Works Director.
- 8.31 Existing power lines within project boundaries shall be placed underground and must be coordinated with utility purveyors. Proposed utilities shall also be underground

**9.0 — SEWER IMPROVEMENTS**

- 9.1 The sanitary sewer system shall be designed and constructed to collect and convey sewage to the City's Wastewater Treatment Plant on Fourth Street. The applicant shall construct a lift station on the northerly portion of the site in accordance with the Master Sewer Plan. The design of said lift station shall be per City approval and shall be dedicated to the City.
- 9.2 Sewer mains shall be a minimum diameter of 8" with PVC pipe and fittings unless otherwise approved by the Public Works Director. Service laterals shall be constructed with PVC. No structure shall be occupied until the collection system has been thoroughly cleaned, inspected, tested, and accepted for maintenance by the City Public Works Director. All manhole and cleanout covers within paved areas shall be adjusted to finished grades after paving is completed; and such adjustments shall be done in a manner as to

**Plot Plan 2018-0134 Extension**  
**Conditions of Approval**  
**Page 12**

prevent entry of silt and/or debris into the sewer system. A concrete collar around sewer manholes 12" thick and 12" wide must be provided.

**10.0 - WATER IMPROVEMENTS**

- 10.1 The Applicant shall comply with the requirements of the Beaumont-Cherry Valley Water District.
- 10.2 All water valves and vault covers within paved areas shall be raised to finish surface and painted after paving is completed.
  - 10.21 All fire hydrants, air vacs and other above ground water facilities shall be 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 finished surfaces as approved by the Public Works Director.

**11.0 - STORM DRAIN IMPROVEMENTS**

- 11.1 The Applicant shall demonstrate by hydraulic calculations that developed flows proposed to be discharged into and through existing or any other storm drain facilities shall not exceed the maximum flows for which said facilities are presently capable of handling.
- 11.2 Drainage flow-width on the street shall be limited to 7-feet from curb face. Where storm flows cannot be adequately conveyed by street sections, underground storm drains shall be provided as recommended in the Hydrology/Hydraulics report and approved by the Public Works Director.
- 11.3 Prior to the recordation of each final map the Applicant shall construct temporary drainage facilities and erosion control as necessary to provide for storm runoff and minimize erosion and silt deposition. The Applicant shall obtain a National Pollutant Discharge Elimination system (NPDES) General Permit for storm water discharges associated with construction activities as directed by the California Water Resources Control Board and approved by the Public Works Director.
- 11.4 All drainage pipes must meet the minimum D-Loading required for type of installation. Under no circumstance will the depth of cover be less than 36" unless otherwise approved by the Public Works Director
- 11.5 Since it is not clear from latest exhibit how onsite drainage will be handled and conveyed



outside of its project boundary in a manner acceptable to the City, before any grading plan is prepared, the developer's engineer required to seek approval of drainage handling situation from the Public Works Director.

**12.0 - TRAFFIC & SAFETY**

- 12.1 Prior to the recordation of the final map, the Applicant shall design and construct a street lighting system to the requirements of the City of Beaumont Approved Street Lighting Specifications and AMERICAN NATIONAL STANDARD PRACTICE FOR ROADWAY LIGHTING. This lighting system shall utilize high-pressure Sodium Vapor lamps.
- 12.2 Street name signs, and traffic control devices shall be constructed in accordance with approved plans. Traffic control devices shall be required for construction work for on-site and off-site locations. Street names for this Tract shall be submitted to the Public Works Director for approval.
- 12.3 During construction, temporary traffic control devices shall be constructed as deemed necessary by the City Public Works Director. Such measures and devices shall include but not limited to: flagmen, barricades, portable electric traffic signals and street sweeping.
- 12.4 The Applicant shall design and construct traffic signal at Fourth Street and Potrero Blvd. intersection. If traffic study requires traffic signal at different location, the Applicant shall provide same in addition to this intersection.

**13.0 — GRADING AND ONSITE IMPROVEMENTS**

- 13.1 Prior to issuance of a grading permit, a Final Project-Specific WQMP that is in substantial conformance to the Preliminary Project-Specific WQMP and in full conformance with the WQMP guidance shall be approved by the Public Works Director.
- 13.2 All lots shall be designed and graded to drain to fronting streets. No lot shall drain onto an adjacent lot or property adjacent to the tract. Lots shall be protected from storm runoff as approved by the Public Works Director.
- 13.3 Sewer and water service pipelines shall be placed outside of driveway areas unless otherwise approved by the Public Works Director.
- 13.4 The tops of all cut slopes shall be located at least two feet from rear yard property lines.

**Plot Plan 2018-0134 Extension**  
**Conditions of Approval**  
**Page 14**

Retaining walls shall be utilized where required by Public Works Director to ensure that unusable and non-visible slopes are not created at the sides or rear of any lot, and that there is a minimum "flat" area of five feet width in all side yards.

**14.0 - PARK AND LANDSCAPING**

- 14.1 Prior to the recordation of the final map or building occupancy, whichever is sooner, for any phase of development, the Applicant shall prepare final improvement plans for the landscaping and irrigation of parks, landscaped areas, and all open spaces. Said plans be prepared by a California licensed

Landscape Architect and shall be subject to the review and approval of the Public Works Director and Planning Director.

**15.0 — OFFSITE UTILITIES**

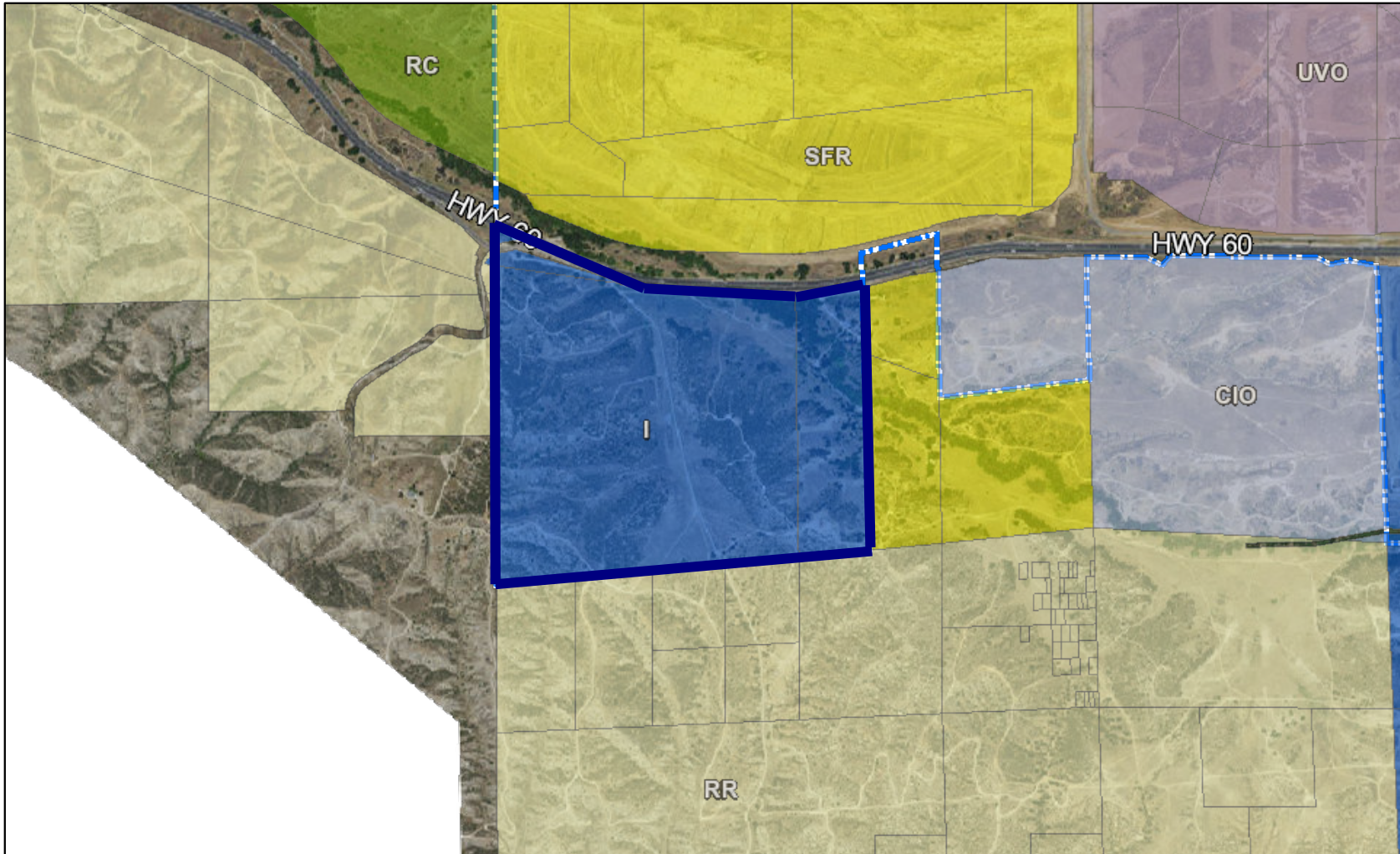
- 15.1 All existing and proposed utilities shall be underground. The Applicant shall have existing overhead power, telephone and other utilities along its' project frontage be underground at its' own expense.

**16.0 — MISCELLANEOUS**

- 16.1 Prior to issuance of the first occupancy permit for this project, all improvements, but not limited to on-site and off-site, shall be completed to the satisfaction of and as maybe required by the Public Works Director. Developer is required to post maintenance securities for all improvements in the form/s acceptable to the City.

End of Conditions

# EOT PP2018-0134 General Plan Land Use Designation



9/18/2019 2:06:20 PM

1:18,056

General Plan

- Rural Residential
- Single-Family Residential

Multi-Family Residential

General Commercial

Community Commercial

Industrial

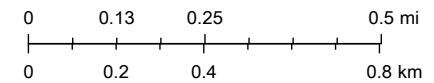
Commercial Industrial Overlay

Urban Village Overlay

Beaumont Avenue Overlay

Public Facilities

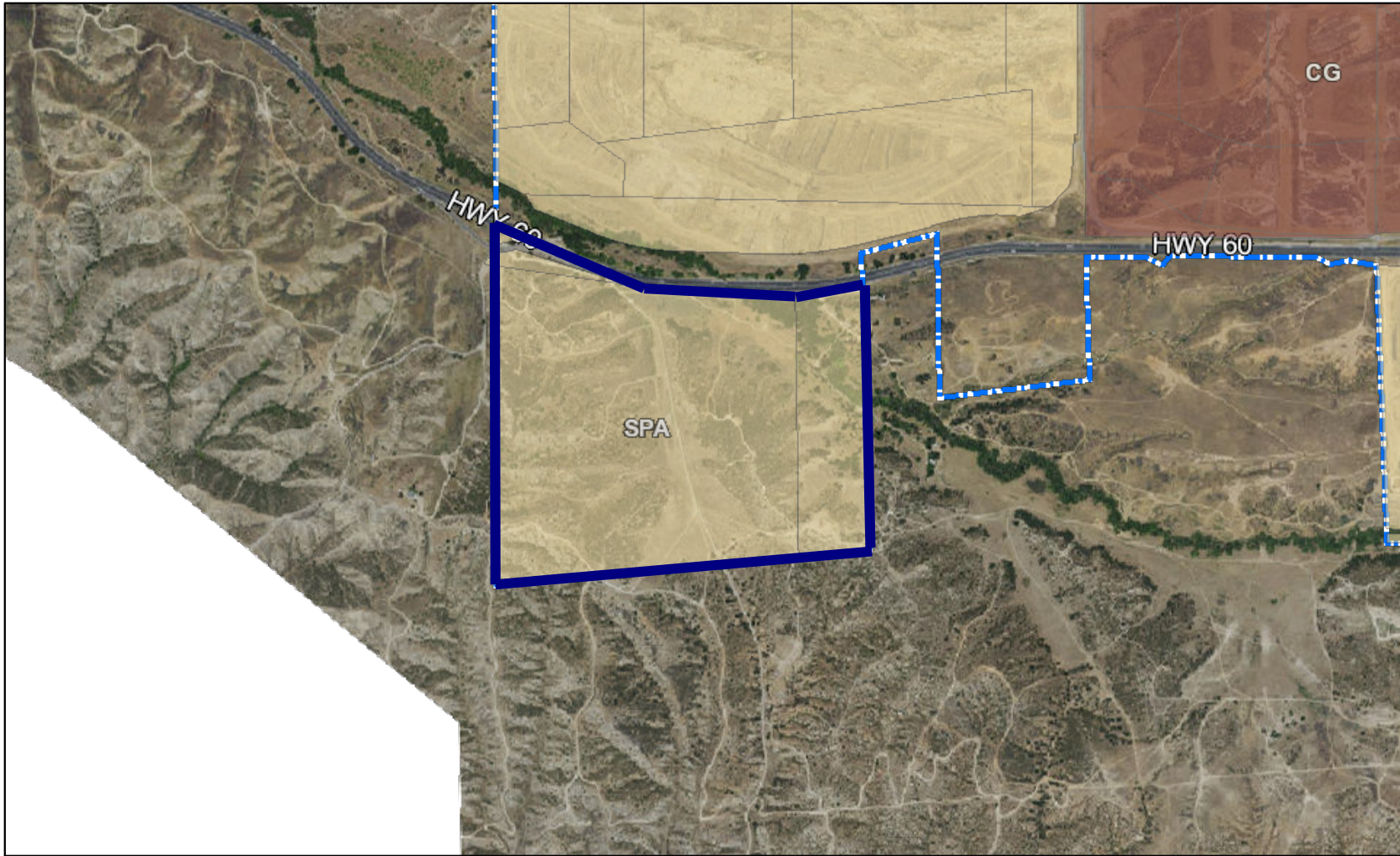
Recreation and Conservation



City of Beaumont



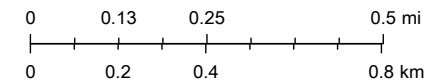
# EOT PP2018-0134 Zoning Map



9/18/2019 2:03:49 PM

1:18,056

Zoning	Residential Multi-Family	Commercial Community	Beaumont Avenue Overlay
Rural Residential	Specific Plan Area	Commercial Manufacturing	Mineral Resource Overlay
Residential Single-Family	Commercial General	Manufacturing	Public Facilities



City of Beaumont

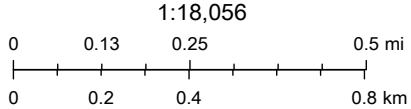


# EOT PP2018-0134 Aerial Photograph



9/18/2019 2:07:36 PM

- Minor Streets
- Highways/Major Streets
- Labels
- City Boundary



City of Beaumont







September 17, 2019

Ms. Christina Taylor, Community Development Director  
City of Beaumont  
550 E. 6<sup>th</sup> Street  
Beaumont, CA 92223

Re: Plot Plan Approval Extension Request (File No. PP2018-0134)  
APN#s - 424-010-011 through 424-010-018 (Formerly 421-020-001, 421-020-006)

Dear Ms. Taylor,

On behalf of Owner, Lassen Development Partners, LLLP, we respectfully request a 12 month extension to the referenced Conditions of Approval site plan file above. The current expiration of this site plan and conditions is November 13, 2019. Per your request, we will be preparing through our title company- 2 sets of addresses containing gummed labels of surrounding property 300' radius owners. We understand that you support this the extension request and it will be required to go to a public Planning Commission hearing only. Also, we anticipate that staff is targeting the October 8, 2019 Planning Commission agenda for this item. In advance, we appreciate your support and process to achieve this request.

Respectfully,

Lassen Development Partners, LLLP  
By Its General Partner  
Lassen Development Partners GP, LLC

A handwritten signature in black ink, appearing to be 'C. Taylor', written over a horizontal line.

cc: Bruce McDonald, McDonald Property Group  
Hugo Tello, First American Title Company





## Staff Report

TO: Planning Commissioners

FROM: Carole Kendrick, Senior Planner

DATE: October 8, 2019

SUBJECT: Plot Plan PP2019-0223 for a Proposed Apartment Complex for Low Income Households Consisting of 24 Two-Bedroom Units, 23 Three-Bedroom Units, and One (1) Three-Bedroom Managers Unit, Parking, Open Space and Community Building on a 1.48 Acre Parcel Located on the East Side of Allegheny Avenue, North of 6th Street in the Commercial General (CG) Zone and the 6th Street Overlay, Planning Area 7 of the City of Beaumont Housing Element (APN#419-150-050)

APPLICANT: LINC Housing Corporation

---

### **Background and Analysis:**

On May 28, 2019, the Planning Commission approved PP2019-0196 for the subject property. The proposal included 47 one-bedroom units and one (1) three-bedroom managers unit in two (2) two-story apartment buildings for the special needs' population. The applicant is requesting an alternative project due to availability of funding.

The current project proposal entails the development and operation of an affordable, rental, apartment complex for low income households. The complex will consist of two (2) three story buildings that includes a total of 24 two-bedroom units, 23 three-bedroom units and one (1) three-bedroom managers unit, 28 parking spaces, a 1,752 square foot community building and 10,801 square feet of open space. The site is a 1.5-acre parcel located on the east side of Allegheny Avenue, north of 6th Street in the Commercial General (CG) zone and the 6th Street Overlay and is part of Planning Area 7 as identified in the City of Beaumont Housing Element.

The subject site is currently vacant. The land uses, zoning, and General Plan land use designations of the project site and surrounding area are shown in the following Table and materials attached to this Project Analysis:

- General Plan Land Use Map (Attachment No. D)
- Zoning Map (Attachment No. E)
- Aerial Photograph (Attachment No. F)

	<b>LAND USE</b>	<b>GENERAL PLAN</b>	<b>ZONING</b>
<b>PROJECT SITE</b>	Vacant Land	General Commercial	CG (Commercial General)
<b>NORTH</b>	Single Family Residence	General Commercial	CG (Commercial General)
<b>SOUTH</b>	Commercial (Jats Plaza, Express Lube)	General Commercial	CG (Commercial General)
<b>EAST</b>	Commercial (Napa Auto Care) & Vacant Land	General Commercial	CG (Commercial General)
<b>WEST</b>	Multi-Family Residential & Vacant Land	General Commercial	CG (Commercial General)

The project proposes to construct two (2) buildings: Building Type A with a community center and Building B. Building Type A is a three story, 37'8" high building, consisting of twelve two-bedroom units that are 912 square feet each and twelve three-bedroom units that are 1,169 square feet. Building Type B is a three-story, 37'8" high building consisting of twelve two-bedroom units that are 912 square feet each and twelve three-bedroom units that are 1,169 square feet, one which will be the manager's unit. The community building is a single-story, 20'1" high building. The municipal code allows, in the Commercial General (CG) zone, structures up to 50' in height. Each of the building proposed are under the maximum allowable height.

The site is proposing to take access from two points on Allegheny Avenue. A 26' wide driveway is proposed on the west side of the property and will have decorative pavers, and a 26' wide driveway is proposed on the south side of the property to the alley that runs parallel to 6th Street and outlets to Highland Springs and Allegheny Avenues. Both driveways are designed to accommodate ingress and egress from the site and circulation through the center of the property and meet the minimum requirement of 25' driveways per Beaumont Municipal Code Chapter 17.05.050.B.3.

The Municipal Code requires 2.5 spaces per unit with more than one bedroom. Per AB744, parking requirements for low income housing projects are calculated at 0.5 spaces per unit. The complex will have 24 two-bedroom units requiring 12 spaces and 23 three-bedroom units and a three-bedroom managers unit requiring 12 spaces bringing the total number of required spaces to 24. The applicant is providing 28 parking spaces for this site which meets the parking allowance provided through AB744.

The Commercial General (CG) zone does not have setback requirements when a property is adjacent the Commercial General (CG) zone, except for the 25' front yard setback. The applicant is proposing a 25' landscaped, front-yard setback which meets the code requirements (BMC Chapter 17.03.080.C.2.a). The project is providing side yard setbacks of 7' setback on each side and a 6' building setback in to the rear of the property.

The open space requirement for multi-family residential projects is 300 square feet per two-bedroom unit (BMC Chapter 17.03.070.C.5.c), and 400 square feet per three-bedroom unit (BMC Chapter 17.03.070.C.5.d). The total open space requirement for this project is 16,800 square feet and the project is proposing 10,801 square feet.

The Beaumont Municipal Code Chapter 17.10.040.B specifies that the City provide at least one additional incentive to a qualifying project per Government Code Section 65915(d)(1). The proposed low-income housing project meets the Municipal Code and Government Code requirements for receiving additional incentives. The Beaumont Municipal Code does provide incentives for qualifying affordable housing projects that include a reduction of the minimum outdoor and/or private outdoor open space (BMC Chapter 17.10.040.2.B.1.a.iii). The applicant is requesting a 35% reduction in the open space requirement as an incentive for the proposed project.

**Density Bonus:**

The General Plan and the Zoning code establish a maximum of 24 units per acre in the 6th Street Overlay of the Commercial General (CG) zone. However, this property is identified in Planning Area 7 of the City's Housing Element and the project qualifies for the "Affordable Housing Incentive/Density Bonus Provisions" in Municipal Code Chapter 17.10. This Chapter of the Municipal Code provides incentives for production of low-income housing in accordance with Government Code 65915-65918. The intent is to facilitate the development of affordable housing and to implement the goals, objectives and policies of the Housing Element of the City's General Plan.

This project is classified as a lower income project (80% of the area median income). The Beaumont Municipal Code Chapter 17.10.030.B.1 allows lower income household projects up to a maximum of 35% density bonus based on the number of affordable units. This project is all affordable housing and it qualifies for the full 35% density bonus for a maximum density of 32.4 units per acre. The project is proposing a density of 30.8 units per acre and is within the maximum allowable density.

The Municipal Code Chapter 17.10.080 requires that LINC Housing and the City of Beaumont enter into a Density Bonus Housing Agreement. If the project is approved, a recommendation of approval of the Density Bonus Housing Agreement will be forwarded to the City Council for final execution of the agreement (see Attachment C).

**Environmental Documentation:**

This project is exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15332 in that information contained in the project file and documents incorporated herein by reference demonstrates that: Plot Plan PP2019-0223 is consistent with the General Commercial General Plan designation and all applicable General Plan policies as well as the applicable zoning designation of Commercial General and the 6th Street Overlay; the proposed project site is located within the boundaries of the City of Beaumont; Plot Plan PP2019-0223 has no value as habitat for endangered, rare or threatened species; there is no substantial evidence in the record that Plot Plan PP2019-0223 will result in significant effects related to traffic, noise, air quality or water quality in that the proposed design incorporates and otherwise is subject to air and water quality resource agency design requirements to avoid harmful effects; and the site is or can be adequately served by all required utilities and public services. As such, the project meets the criteria for application of a Class 32 (In-Fill Development) Categorical Exemption under the CEQA Guidelines. Additionally, none of the exceptions provided in CEQA Guidelines Section 15300.2 apply to this project.

**Findings:**

The following findings are necessary for the approval of 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 this Zoning Ordinance;  
*The use is permitted in the zone subject to Planning Commission approval. The project as proposed meets all municipal code requirements for site development.*
2. The proposed use is consistent with the objectives, policies, general land uses and programs of the general plan and any applicable specific plans;  
*The proposed project is consistent with the zoning and general plan designations. Development of the site as proposed facilitates meeting the goals and policies of the City's General Plan and Housing Element.*
3. The subject site is physically suitable for the type and intensity of the proposed land use;  
*The site is suitably shaped and mostly flat disturbed land with no special circumstances surrounded by development. The site and general area can accommodate the development.*
4. The location, size, design and operating characteristics of the proposed use is compatible with existing land uses within the general area in which the proposed use is located;  
*The location is surrounded by commercial and residential uses. The proposed use is compatible with the surrounding uses and the general area.*

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;  
*Utilities are available in the immediate vicinity and the project can be adequately served.*
  
6. The approval of the Plot Plan permit for the proposed use 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.  
*The project is exempt from CEQA under Section 15332 In-Fill Development Projects. There are no adverse impacts anticipated by this project.*

**Incorporated herein by Reference:**

- City of Beaumont General Plan
- City of Beaumont Zoning Ordinance
- Project Site's Riverside Conservation Authority Multi-Species Habitat Conservation Plan Informational Map
- Contents of City of Beaumont Planning Department Project File PP2019-0196 & PP2019-0223

**Fiscal Impact:**

The proposed plot plan has no financial impact.

**Recommendation:**

1. Hold a public hearing; and
2. Approve Plot Plan PP2019-0223 for a proposed apartment complex for low income households subject to the findings and attached conditions of approval; and
3. Direct staff to prepare a Notice of Exemption for the applicant to record with the County Clerk; and,
4. Forward a recommendation of approval of the Density Bonus Housing Agreement to the City Council.

**Attachments:**

[Attachment A - Draft Conditions of Approval](#)

[Attachment B - Site Development Plan](#)

[Attachment C - Draft Density Bonus Agreement](#)

[Attachment D - General Plan Land Use Designation](#)

[Attachment E - Zoning Map](#)  
[Attachment F - Aerial Photograph](#)





**CITY OF BEAUMONT  
PLANNING DEPARTMENT  
CONDITIONS OF APPROVAL**

<p><b>Planning Commission Approval:</b></p> <p><b>DRAFT</b></p>
---

**PLANNING COMMISSION DATE: OCTOBER 8, 2019**

**PROJECT NO.:** PLOT PLAN PP2019-0223  
**APPLICANT:** LINC Housing Corporation  
**OWNER:** Vincent Danise  
**APN:** 419-150-050  
**LOCATION:** East side of Allegheny Avenue and north of 6<sup>th</sup> Street  
**DESCRIPTION:** A proposed apartment complex for low income households consisting of 24 two-bedroom units, 23 three-bedroom units, and one (1) three-bedroom managers unit, parking, open space and community building on a 1.48 acre parcel located on the east side of Allegheny Avenue, north of 6<sup>th</sup> Street in the Commercial General (CG) zone, Planning Area 7 of the City of Beaumont Housing Element.

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.

**PLANNING CONDITIONS**

1. The permit for the above referenced plot plan and property consists of all Conditions of Approval herein.
2. The use hereby permitted is for an apartment complex serving low income households on 1.48 acres located on the east side of Allegheny Avenue, north of 6<sup>th</sup> Street in the Commercial General (CG) zone, Planning Area 7 of the City of Beaumont Housing.
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 PP2019-0223**. 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 and is subject to timing specified in Sections (I) and (J).

**Plot Plan PP2019-0223**  
**Conditions of Approval**  
**Page 2**

5. This permit shall be for the use and plan specifically approved at this location. The permit shall not be transferrable to another location and any modification to the site plan may require a new plot plan approval.
6. The site plan, floor plans and elevations of the project shall substantially conform to the plans submitted and approved.
7. The 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. All subsequent submittals required by these conditions of approval, including but not limited to landscape plans, grading plans, building plans, improvement plans or mitigation monitoring plans, shall be subject to the payment of review fees by the permittee as set forth herein.
9. If any of the conditions of approval are violated, or if the use otherwise become a public nuisance as set forth in the Beaumont Municipal Code, the conditional use permit may be revoked as prescribed in the Municipal Code.
10. All signage shall be developed in conformance with the zoning ordinance of the Beaumont Municipal Code. Signage on the site is subject to a sign permit application from the City and must be approved and permitted prior to installation. Flashing neon signs, portable signs, flags and long-term banners of any sort are prohibited.
11. All outside lighting shall be in compliance with the City's Lighting Ordinance.
12. Clearance shall be obtained from the Riverside County Fire Department, and all fire protection improvements shall be in place as approved by the Fire Department prior to final inspection or issuance of occupancy permits.
13. Clearance shall be obtained from the Building & Safety Department prior to final inspection or issuance of occupancy permits.
14. Clearance shall be obtained from the Police Department prior to final inspection or issuance of occupancy permits.
15. Clearance shall be obtained from the Public Works Department prior to final inspection or issuance of occupancy permits.

**Plot Plan PP2019-0223**  
**Conditions of Approval**  
**Page 3**

16. All surveys as required in the conditions below shall be completed and submitted to the City prior to issuance of grading permits.

**BUILDING AND SAFETY DEPARTMENT CONDITIONS**

17. Three (3) sets of plans must be submitted to the Building and Safety Department for plan check prior to issuance of permits.

**FIRE DEPARTMENT CONDITIONS**

18. Provide a 2A10BC portable fire extinguishers in cabinets, with 75 feet of travel and they shall be readily available at all times.

19. Fire sprinklers shall be required throughout. Submit plans to the Office of the Fire Marshal.

20. Fire Alarm system with notification devices throughout shall be required. Submit plans to the office of the Fire Marshal.

21. Provide 4-inch address numbers on each apartment door or wall throughout.

22. Provide 12-inch main address numbers with contrast in color on the corners of each building throughout.

23. Provide a Knox box on each building with master keys at the main electrical/ fire alarm panel room.

24. Each building shall have a fire sprinkler stand pipe in both stairwells.

25. Gates? If so, provide a Knox switch for fire and P.D.

26. Provide more detail on alley exit? The drive way is more than 150 feet deep and shall require a turnaround or hammer head for emergency responders to be able to exit the property without backing up. The alley way shall conform to the all-weather surface access road of 24 feet in width, and weight load of 40,000 lbs.

27. A on-site fire hydrant may be required for proper coverage.

28. The drive approach width of this site shall be 30 feet wide throughout for 3 story buildings.

**Plot Plan PP2019-0223**  
**Conditions of Approval**  
**Page 4**

29. F1. FIRE FINAL - and life safety conditions will be addressed when the Office of the Fire Marshal reviews building plans. These conditions will be based on occupancy, use, California Building Code, California Fire Code, and other related codes which are in force at the time of building plan submittal.
30. F2. PREMISES IDENTIFICATION/COMMERCIAL BUILDING NUMBERS - Prior to issuance of Certificate of Occupancy or building final, all commercial buildings shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for building(s) up to 25 feet in height, and 24 inches in height for building(s) exceeding 25 feet in height. All addressing must be legible, of a contrasting color with the background, and (6) inches in height for suite identification on contrasting background. During construction of this project, the site address shall be clearly marked with a minimum of 24-inch numbers. Unobstructed lighting of the address (s) shall be by means approved by the Office of the Fire Marshal. In multiple suite centers (strip malls), business shall post the name of the business on the rear door (s). CFC section-505.1 & Riverside County Fire Ordinance 787.
31. F3. SAFETY PRECAUTIONS - Approval of the safety precautions for buildings being constructed, altered or demolished shall be required by the Fire Code Official in addition to other approvals for specific operations or processes associated with such construction, alteration or demolition. Structure, facilities and conditions which in the opinion of the fire code official, constitute a distinct hazard to life or property. The fire code official is authorized to order the posting of signs in a conspicuous location in each structure. The posting of signs shall not be obscured, removed, defaced, mutilated, or destroyed.
32. F4. FIRE DEPARTMENT INSPECTION APPROVAL - Construction or work for which the Office of the Fire Marshal's approval is required shall be subject to inspection by the Fire Code Official and such construction or work shall remain accessible and exposed for inspection purposes until approved.
33. F5. AUTHORITY TO INSPECT - The Office of the Fire Marshal shall maintain the authority to inspect as often as necessary for buildings and premises, including such other hazards or appliances designated by the Fire Code Official for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety.
34. F6. ALTERATIONS - Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Office of the Fire Marshal with review and approval prior to installation.

**Plot Plan PP2019-0223**  
**Conditions of Approval**  
**Page 5**

35. F7. FIRE EXTINGUISHERS - Install portable fire extinguishers with a minimum rating of 2A-10BC and signage. Fire extinguishers shall be mounted no higher than 5 feet above finished floor, measured to the top of the extinguisher. Extinguishers must have current CSFM service tags affixed; or within one year if from the date of month and year manufacture. Higher Hazards shall require a higher hazard fire extinguisher. CFC section- 906.1.
36. F8. BUILDING OPENINGS - Access to building openings and roofs shall be maintained readily accessible for emergency access by the fire department. Finished grade to be flat and accessible on all sides of the building were ground ladder access is the only means to reach the highest point on the building from the exterior. Obstructions will not be placed as to interfere with ground ladder placement. CFC Chapter 5, section 504.1 & RVC Ordinance 787.8

**PUBLIC WORKS DEPARTMENT**

**Section 1 – General**

37. The design of public infrastructure elements shall conform to the requirements of the City General Plan, Water Quality Management Plan, Master Plans, City of Beaumont Standards, Caltrans Standard Specifications and the Standard Specifications for Public Works Construction, current edition, as required by the City Engineer. Grading work outside of road right of way shall conform to the latest edition of California Building Code and the City of Beaumont standards and practices. All existing utilities that will be abandoned shall be removed and called out on plans for removal.
38. The developer shall pay all applicable fees relating to the development. Applicable Fees shall consist of but not be limited to improvement plan review fees, construction inspection fees, TUMF fees, sewer connection fees, local development impact fees, and Beaumont Unified School District fees.
39. Improvement plans shall show exiting utilities located in streets adjacent to the development. If any utilities are located onsite, show onsite utilities and give reference to owner of utility and show easement of utility.
40. A title report accompanied by copies of all recorded documents cited therein shall be submitted to the Public Work Department for review along with the first submittal of the improvement plans for plan checking. Title report shall clearly indicate the owner of the property.
41. Property corner survey stakes shall be implemented by developer.

**Plot Plan PP2019-0223**  
**Conditions of Approval**  
**Page 6**

42. Developer shall be responsible for maintaining all onsite improvements consisting of but not limited to onsite lighting, sediment and erosion control devices, landscape, WQMP improvements, onsite utilities, and onsite parking lot pavement.
43. Prior to issuance of a grading permit developer shall provide securities to the City of Beaumont for all off-site improvements consisting of but not limited to sewer improvements, traffic signal improvements, signing and striping improvements, storm drain improvements, and street improvements.
44. All completed public improvements shall be maintained by the developer until the Public Works department inspects and accepts the improvements. Public improvements shall not be accepted by the City until all punch list items are addressed by the developer.
45. Property line adjustments will require the owner to complete a lot line adjustment with the City of Beaumont.
46. All existing overhead utilities fronting Allegheny Avenue shall remain unless they conflict with any improvement which requires relocation by the developer. Cost to relocate any required utilities shall be borne by developer.
47. All new utilities that will service the development shall be underground.
48. When working within the City right-of-way, owner shall obtain an encroachment permit from Public Works Department.

**Section 2 – Street Improvements**

49. All street improvements consisting of but not limited to sidewalk, curb & gutter, driveways, utility installation, street lighting, road paving, and drainage facilities shall be in accordance with Riverside County Transportation Department Standards (RCTD).
50. All existing improvements (sidewalk, curb and gutter, road pavement) that will be affected by the proposed improvements shall be replaced in kind or better to comply with City of Beaumont Standards.
51. Prior to issuance of occupancy, completion of Alley improvements along the property frontage to Public Works Specifications. Any necessary right-of-way dedications needed to complete improvements shall be provided by developer prior to issuance of construction permit.

**Plot Plan PP2019-0223**  
**Conditions of Approval**  
**Page 7**

52. Prior to issuance of a construction permit for street improvements, right-of-way dedication on Allegheny Street will be required to match the City's Circulation Element. The street classification is a collector street with a 66' right-of-way, 33' half-width.
53. Prior to issuance of occupancy, street improvements along Allegheny Street project frontage shall be installed including, match up paving, curb and gutter at 22' from centerline, and sidewalk per Public Works specifications. Street improvements to include asphalt overlay (0.16' minimum) from centerline to existing edge of pavement.
54. Driveway approaches shall be of concrete material, in accordance RCTD standard drawings, and shall contain ADA path of travel.
55. Developer shall not alter any existing street monuments or benchmarks. If construction work requires altering the street monuments or benchmarks, the developer shall notify the City Engineer and receive approval from the City Engineer prior to altering any monuments or benchmarks.
56. Prior to issuance of a building permit, submit street improvement plans to the Public Works Department for review and approval. Street improvement plans shall reflect all street, storm drain, sewer, signing and striping, and traffic signal improvements as specified herein these conditions.
57. Prior to constructing any asphalt improvements, all utilities shall be underground.
58. If survey is required for any improvement, street elevation, or flow line elevation, owner shall perform the required survey.
59. Owner shall protect all existing utilities and utility appurtenances. Owner shall call DIG ALERT prior to any excavation.
60. All storm drain catch basins shall contain full capture devices that conform with the State Water Board approved list of full capture devices.

**Section 3– Sewer Improvements**

61. Onsite sanitary sewer system shall be designed and constructed to collect and convey sewage to the City's Wastewater Treatment Plant.

**Plot Plan PP2019-0223**  
**Conditions of Approval**  
**Page 8**

62. Prior to issuance of a grading permit, developer shall submit a preliminary sewer report. The report shall analyze the capacity of the existing sewer main in Allegheny Street. The peak sewer flow depth in a 12" sewer pipe or less shall not exceed one-half of the pipe diameter. If the peak sewer flow depth exceeds one-half of the pipe diameter, upsizing of the sewer pipe may be required.
63. Sewer line locations shall follow the State Department of Health requirements for water line and sewer line separations both horizontally and vertically. If pertinent conditions do not allow for the required separations horizontally and vertically, the proposed separations shall be submitted to the City Engineer for review and approval.
64. Sewer infrastructure shall conform to the standards of The Eastern Municipal Water District's (EMWD) standards. Any deviations from the EMWD standards shall be submitted to the City Engineer for review and approval.
65. Prior to issuance of a building permit, owner shall pay all applicable sewer connection fees and sewer upgrade fees.

**Section 4 – Water Improvements**

66. Owner shall comply with the requirements of the Beaumont Cherry Valley Water District.
67. All water valves and vault covers within paved areas shall be raised flush with finished surface and painted after paving is completed.
68. All fire hydrants, air vacs and other above ground water facilities shall be 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 as approved by the City Engineer.
69. Water line locations shall follow the State Department of Health requirements for water line and sewer line separations both horizontally and vertically. If pertinent conditions do not allow for the required separations horizontally and vertically, the proposed separations shall be submitted to the City Engineer for review and approval.
70. Potable water supply and reclaimed water supply to the development shall be approved by the Water District.



**Section 5 – Storm Drain Improvements**

71. A preliminary and final hydraulics/hydrology report shall be submitted to the Public Works department for review and approval. The report shall specifically contain calculations for the expected rainfall generation onsite for a 10-year storm rain event and 100-year storm rain event. Onsite drainage facilities shall be designed to accommodate a 100-year storm rain event.
72. Onsite storm water shall be captured onsite and conveyed to onsite drainage facilities.
73. Onsite drainage facilities shall be maintained by the developer.

**Section 6 – NPDES and Water Quality Improvements**

74. If the project site disturbance exceeds one acre or more, owner shall obtain a National Pollutant Discharge Elimination System (NPDES) General Construction Permit for storm water discharges associated with construction activities as directed by the California Water Resources Control Board.
75. 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 prior to approval of any improvement plan. WDID number shall be listed on all improvement plans submitted to the City.
76. If the project site disturbance exceeds one acre or more, a Storm Water Pollution Prevention Plan (SWPPP) will be required. SWPPP shall be submitted to the Public Works Department for review and approval prior to the issuance of a grading permit. The developer shall be responsible for implementing, monitoring, operating, and maintaining the SWPPP until all improvements have been accepted by Public Works Department or construction is complete, whichever is later. A grading permit will not be issued until the SWPPP has been approved. Owner shall prepare sediment/erosion control plans for the project.
77. A final project-specific Water Quality Management Plan (WQMP) shall be submitted to Public Works Department for approval prior to the issuance of a grading permit. The WQMP shall incorporate, but not limited to, the following: site design BMP's, applicable source control BMP's, treatment control BMP's, long term operation and maintenance requirements, and inspection and maintenance checklist. Maintenance and funding requirements shall be outlined in the WQMP for the maintenance of the development BMP's. The post construction Best Management Practices (BMPs) outlined in the approved final project-specific WQMP shall be incorporated in the improvement plans.

**Section 7 – Traffic Safety**

78. During construction, temporary traffic control devices shall be constructed as deemed necessary by the City Engineer. Such measures and devices shall include but not be limited to: flagmen, barricades, portable electric traffic signals, and street sweeping.

**Section 8 – Onsite Improvements and Grading**

79. Grading of the proposed development shall conform to the standards of the latest edition of the California Building Code and the Beaumont Municipal Code.

80. If grading activities exceed 50 cubic yards of soil, a grading permit will be required along with the submission of a soils report and grading plans. The soils report shall be prepared by a competent California licensed geotechnical engineer or civil engineer skilled in soils/foundation investigations.

81. Onsite ADA improvements shall be in accordance with the Building and Safety Department standards.

82. Prior to obtaining a building permit for construction, the developer shall submit pad certification letters and pad compaction reports to the City for review and approval.

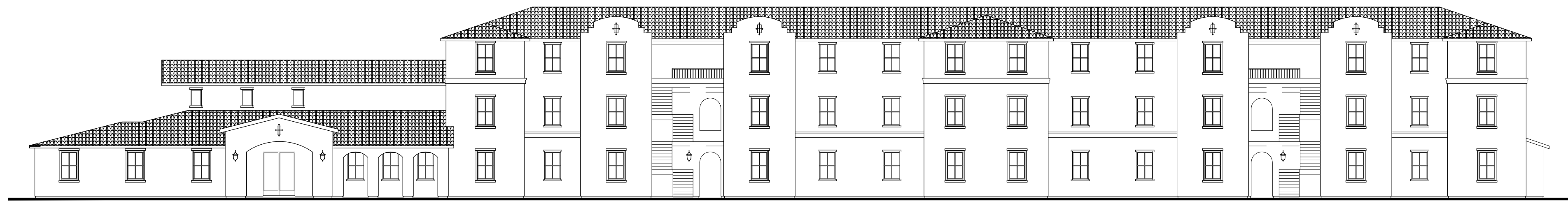
83. Provide onsite lighting. Onsite lighting improvements shall conform to the City of Beaumont Lighting standards.

84. Building pads shall be raised high enough to provide protection against a 100-year stormwater event.

**POLICE DEPARTMENT**

85. A video surveillance system shall be utilized, the digital video surveillance camera system shall be strategically positioned to capture persons and vehicles entering/exiting the site. The surveillance system should have the capability of retaining video for a time period of at least 90 days.

End of Conditions



# ALLEGHENY APARTMENTS

ALLEGHENY STREET  
BEAUMONT, CA  
APN: 419-150-050

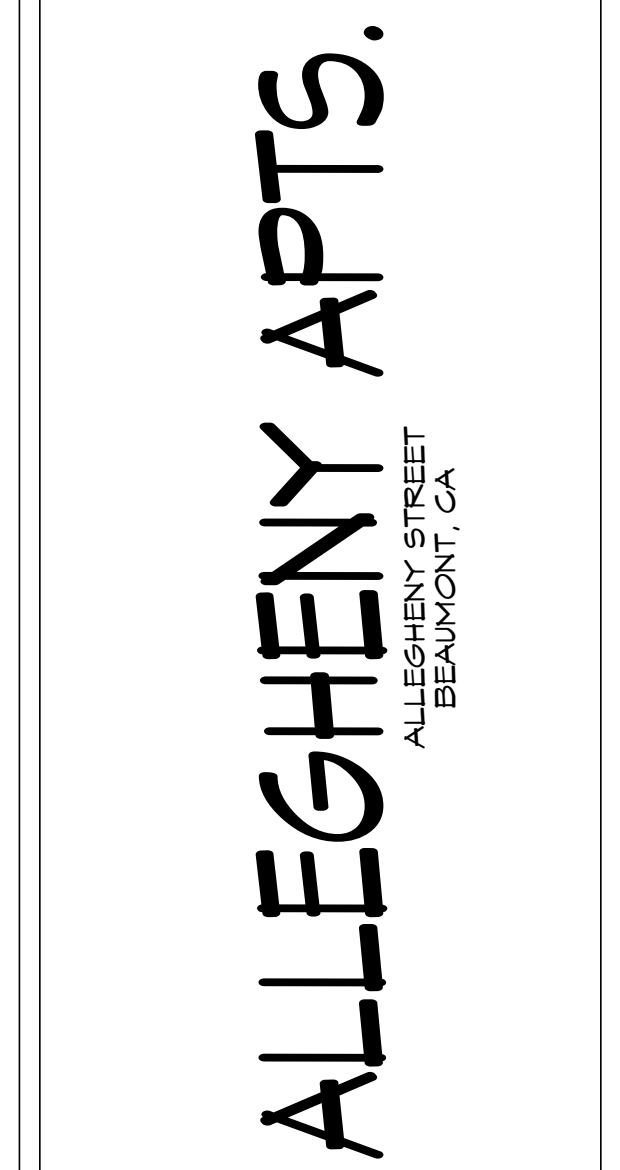
## SHEET INDEX

SHEET SHEET TITLE  
ARCHITECTURAL DRAWINGS

A1	COVER SHEET
A2	ARCHITECTURAL SITE PLAN
A3	UNIT PLANS
A4	COMMUNITY ROOM
A5	BUILDING TYPE 'A' - COMPOSITE FLOOR PLAN
A6	BUILDING TYPE 'A' - ROOF PLAN
A7	BUILDING TYPE 'A' - ELEVATIONS
A8	BUILDING TYPE 'B' - COMPOSITE FLOOR PLAN
A9	BUILDING TYPE 'B' - ROOF PLAN
A10	BUILDING TYPE 'B' - ELEVATIONS

## PROJECT SUMMARY

<b>SUMMARY</b>		
PROJECT ADDRESS	ALLEGHENY ST. BEAUMONT, CA	
APN	419-150-050	
LOT AREA	1.48 Acres	
<b>UNIT TABULATION</b>		
UNIT PLAN 1 - 2-BDRM (912 SF)	24	
UNIT PLAN 2 - 3-BDRM (1,159 SF)	24	
	<b>48</b>	
<b>BUILDING AREA</b>		
BUILDING TYPE 'A'	34,554 SF	
BUILDING TYPE 'B'	29,760 SF	
	<b>64,314 SF</b>	
<b>ANALYSIS</b>		
	<b>REQUIRED</b>	<b>PROPOSED</b>
DENSITY	24 DU/AC + 35% = 48	48
FAR	MAX 64,468 SF (1:1)	64,314
<b>SETBACKS</b>		
FRONT	25'	25'
SIDE	NONE	MIN. 7'
REAR	NONE	MIN. 6'
HEIGHT	50 FT MAX	34'-8" AT HIGHEST POINT
OPEN SPACE	9,700 SF	10,801 SF
LOT COVERAGE	50%	38.80%
PARKING	24	28



No.	Date	Issue / Description
	03.25.2019	PLANNING DEPT. SUBMITTAL
	07.15.2019	PLANNING DEPT. SUBMITTAL
	09.25.2019	PLANNING COMMENTS

## ABBREVIATIONS

A	AND	FDN	FOUNDATION	PLYWD.	PLYWOOD
∠	ANGLE	FE	FIRE EXTINGUISHER	PNL.	PANEL
AT	AT	F.E.C.	FIRE EXTINGUISHER CABINET	PTD.	PAINTED
CL	CENTERLINE	FFLR	FINISH FLOOR	PLUMB.	PLUMBING
Ø	DIAMETER OR ROUND	FG	FINISH GRADE	PLYWD.	PLYWOOD
#	FOUND OR NUMBER	FHC	FIRE HOSE CABINET	PL	PROPERTY LINE
(E)	EXISTING	FN	FINISH	PT	POINT
AB	ANCHOR BOLT	FLASH	FLASHING	PREFAB	PREFABRICATED
ABV	ABOVE	FLUOR.	FLUORESCENT	P.T.D.	PAPER TOWEL DISPENSER
ACOUS.	ACOUSTICAL	F.O.F.	FACE OF FINISH	P.T.D/R	COMBINATION PAPER TOWEL DISPENSER & RECEPTACLE
AD	AREA DRAIN	FOM	FACE OF MULLION	PTN	PARTITION
ADJ.	ADJUSTIBLE	FOS	FACE OF STUDS	P.T.R.	PAPER TOWEL RECEPTACLE
AF	ABOVE FINISH FLOOR	FR	FRAMING	PT	QUARRY TILE
AGGR.	AGGREGATE	FT.	FOOT OR FEET	R	RISER
AL	ALUMINUM	FTG	FOOTING	RAD	RADIUS
ALLM	ALUMINUM	FURR	FURRING	R.D.	ROOF DRAIN
∠	ANGLE	FUT.	FUTURE	REF.	REFERENCE
APPROX.	APPROXIMATE	GA	GALVE	REFR.	REFRIGERATOR
ARCH.	ARCHITECT	GALV.	GALVANIZED	REV	REVERSE
ARCHL.	ARCHITECTURAL	GB	GARB BAR	RENF	REINFORCE, REINFORCED
ASPH.	ASPHALT	GL	GLASS	RGR	REGISTER
BD	BOARD	GND	GROUND	REQ	REQUIRED
BITUM.	BITUMINOUS	GR	GRADE	RESL	RESILIENT
BLDG	BUILDING	GYP	GYP. BOARD	ROOM	ROOM
BLK	BLOCK	GB	GYP. BOARD	RC.	ROUGH OPENING
BLKG	BLOCKING	H.B.	HOSE BBB	RWD.	REDWOOD
BLT.	BOLT	H.C.	HOLLOW CORE	RWL	RAIN WATER LEADER
BM	BEAM	HDR	HEADER	S.	SOUTH
BOT.	BOTTOM	H.D.W.	HARDWOOD	S.C.	SOLID CORE
CAB	CABINET	H.W.	HOLLOW METAL	S.C.D.	SEAT COVER DISPENSER
CB	CATCH BASIN	H.M.	HOLLOW METAL	SCHD.	SCHEDULE
CEM	CEMENT	HR.	HOUR	S.D.	SOAP DISPENSER
CER	CERAMIC	HORIZ.	HORIZONTAL	SECT.	SECTION
CI	CAST IRON	HVAC	HVAC	SF.	SQUARE FEET
CG	CORNER GUARD	HT	HOT	SH	SHelf
CLG	CEILING	HTG	HEATING VENTILATING	SHR	SHOWER
CLKG	CAULKING	HORZ.	HORIZONTAL	SHT	SHEET
CLD	CLOSET	ID	INSIDE DIAMETER	SM	SIMLAR
CLR	CLEAR	INSUL.	INSULATION	SKYLT.	SKYLIGHT
CO.	CASED OPENING	INT.	INTERIOR	SL	SLICE
COLM.	COLUMN	JAN.	JANITOR	SNR	SANITARY NAPKIN DISPENSER
CONC.	CONCRETE	JT.	JOINT	SNR	SANITARY NAPKIN RECEPTACLE
CONN.	CONNECTION	LAB	LABORATORY	SP.	SPECIFICATIONS
CONSTR.	CONSTRUCTION	LAM.	LAMINATE	SQ.	SQUARE
CONT.	CONTINUOUS	LAV.	LAVATORY	S.S.K.	SERVICE SINK
C.O.F.	CORNER OF FINISH	LCKR	LOCKER	SST.	STAINLESS STEEL
CORR.	CORRIDOR	LT.	LIGHT	STA	STATION
CTSK	COUNTER/SINK	MAX	MAXIMUM	STD.	STANDARD
CNTR	COUNTER	MC	MEDICINE CABINET	STL	STEEL
CTR	CENTER	MB	MACHINE BOLT	STR	STRUCTURAL
DBL.	DOUBLE	MECH.	MECHANICAL	STRUC.	STRUCTURE
DEPT.	DEPARTMENT	MEMB.	MEMBRANE	SUSP.	SUSPENDED
D.F.	DRINKING FOUNTAIN	MET.	METAL	SYM.	SYMMETRICAL
DET.	DETAIL	MFG.	MANUFACTURING	TB.	TOWEL BAR
DIAM.	DIAMETER	MFR.	MANUFACTURER	TO.	TOP OF
DM	DIMENSION	MH	MANHOLE	TOURB.	TOP OF CURB
DN	DOWN	MIN.	MINIMUM	TEL	TELEPHONE
D.O.	DOOR OPENING	MR.	MIRROR	TER	TERRAZZO
DR	DOOR	MSC.	MISCELLANEOUS	T&G	TONGUE AND GROOVE
DS	DOWNSPOUT	MTD.	MOUNTED	THK	THICK
D.S.P.	DRY STANDPIPE	MUL.	MULLION	TP.	TOP OF PARAPET
DWS	DRAWINGS	N.	NORTH	TP.	TOP OF PAVEMENT
DWR.	DRAWER	N.C.	NOT IN CONTRACT	TPD.	TILE PAPER DISPENSER
E	EAST	NO.	NUMBER	TRD.	TREAD
EA	EACH	NO. OR #	NUMBER	TV.	TELEVISION
EDF	DRINK FOUNTAIN	NOM.	NOMINAL	TW.	TOP OF WALL
EJ	EXPANSION JOINT	NTS.	NOT TO SCALE	TYP.	TYPICAL
EL	ELEVATION	OV	OVER	TOP	TOP OF CEILING
ELEC	ELECTRICAL	OA	OVERALL	TOC.	TOP OF CONCRETE
ELEV	ELEVATOR	OSB	OSB	UNF.	UNFINISHED
EMER	EMERGENCY	O.C.	ON CENTER	UON.	UNLESS OTHERWISE NOTED
ENCL.	ENCLOSED	OD.	OUTSIDE DIAMETER (DIM)	UR.	UPRINAL
EP	ELECTRICAL PANELBOARD	OFF.	OFFICE	VERT.	VERTICAL
EQ	EQUAL	OPG.	OPENING	VEST.	VESTIBULE
EQPT.	EQUIPMENT	OPN.	OPENING	W.	WEST
EWC	ELECTRO WATER COOLER	OPP.	OPPOSITE	W.	WITH
EXST	EXISTING	PRCST.	PRECAST	WD.	WOOD
EXP.	EXPANSION	PL.	PLATE	WH.	WATER HEATER
EXPO.	EXPOSED	PLAS.	PLASTIC LAMINATE	W/O	WITHOUT
EXT.	EXTERIOR			WP.	WATERPROOF
FA	FIRE ALARM			W.S.C.T.	WAINSCOT
FB	FLAT BAR			WT.	WEIGHT
FD.	FLOOR DRAIN				

## BUILDING SUMMARY

### SCOPE OF WORK

TWO NEW 3-STORY APARTMENT BUILDINGS WITH (48) 2 AND 3-BDRM AFFORDABLE UNITS AND A COMMUNITY ROOM.

### BUILDINGS

<b>MIXED-USE BLDG. OCCUPANCY:</b>	<b>BOTH BLDGS.</b>
GROUP A-3B COMMUNITY/MULTI-PURPOSE ROOM	<b>CONSTRUCTION:</b> TYPE V-A
GROUP R-2 APARTMENT UNITS	<b>HEIGHT:</b> 34'-8" TO TOP OF ROOF
<b>SINGLE-USE BLDG. OCCUPANCY:</b>	<b>SPRINKLERED:</b> YES - NFPA 13
GROUP R-2 APARTMENT UNITS	<b>STORES:</b> 3 STORES

### VICINITY MAP



### BUILDING CODES

ALL WORK SHALL CONFORM TO 2016 CBC:  
2016 CALIFORNIA BUILDING CODE  
2016 CALIFORNIA ELECTRICAL CODE  
2016 CALIFORNIA MECHANICAL CODE  
2016 CALIFORNIA PLUMBING CODE  
2016 CALIFORNIA ENERGY CODE  
2016 CALIFORNIA FIRE CODE  
2016 CALIFORNIA GREEN BUILDING STANDARDS CODE  
2016 CALIFORNIA REFERENCED STANDARDS CODE

### DEFERRED SUBMITTALS

SUBMITTAL DOCUMENTS FOR DEFERRED ITEMS SHALL BE SUBMITTED TO THE ARCHITECT OR ENGINEER OF RECORD, WHO SHALL REVIEW THEM AND FORWARD THEM TO THE BUILDING OFFICIAL WITH A NOTATION INDICATING THAT THE DEFERRED DOCUMENTS HAVE BEEN REVIEWED AND THAT THEY HAVE BEEN FOUND TO BE IN GENERAL CONFORMANCE WITH THE DESIGN OF THE BUILDING. THE DEFERRED ITEMS SHALL NOT BE INSTALLED UNTIL THEIR DESIGN AND SUBMITTAL DOCUMENTS HAVE BEEN APPROVED BY THE BUILDING OFFICIAL PER CBC 19B34.2.

- TRUSSES
- ELEVATOR
- STAIRS - SHOP DRAWINGS
- SPRINKLERS

### ACCESSIBILITY

THIS BUILDING SHALL COMPLY WITH ALL FEDERAL AND STATE ACCESSIBILITY REQUIREMENTS AS FOLLOWS:

- ALL COMMON AREAS SHALL BE ACCESSIBLE (ADA 2010 AND CBC CHAPTER 11B)
- 10% OF UNITS SHALL BE ACCESSIBLE (CBC CHAPTER 11B) 4% OF THE UNITS SHALL CONTAIN COMMUNICATION FEATURES (CBC CHAPTER 11B)
- REQUIRED ACCESSIBLE PARKING SPACES 2 ACCESSIBLE SPACES REQUIRED (ADA 2010, TABLE 208.2)

### SEPARATE PERMITS

SEPARATE PERMITS SHALL BE OBTAINED FOR THE FOLLOWING CONSTRUCTION, AND SHALL BE COMPLETED BEFORE FINAL INSPECTION OF BUILDING.

- EXTERIOR SIGNS
- SPRINKLERS

### FIRE ALARM SYSTEM

THE FIRE ALARM SYSTEM SHALL BE REVIEWED AND APPROVED BY THE LOCAL FIRE PROTECTION AUTHORITY PRIOR TO INSTALLATION. SYSTEM SHALL INCLUDE 2-WAY COMMUNICATION SYSTEM AT ELEVATOR LANDING.

### FIRE SPRINKLERS

THE FIRE SPRINKLER SYSTEM SHALL CONFORM TO NFPA 13 MINIMUM STANDARDS AND SHALL BE REVIEWED AND APPROVED BY THE LOCAL FIRE PROTECTION AUTHORITY PRIOR TO INSTALLATION. PLANS SHALL BE SUBMITTED TO THE SPRINKLER PLAN CHECK UNIT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

### SIGNAGE NOTES

- PER SECTION 10114, TACTILE EXIT SIGNS SHALL BE REQUIRED AT THE FOLLOWING LOCATIONS:
  - EACH GRADE-LEVEL EXIT DOOR THAT IS REQUIRED TO COMPLY WITH CBC SECTION 1011, SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS, "EXIT".
  - EACH EXIT DOOR THAT IS REQUIRED TO COMPLY WITH CBC SECTION 1011 AND THAT LEADS DIRECTLY TO A GRADE-LEVEL EXTERIOR EXIT BY MEANS OF A STAIRWAY OR RAMP SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE FOLLOWING WORDS AS APPROPRIATE:
    - "EXIT STAIR DOWN"
    - "EXIT STAIR UP"
    - "EXIT RAMP UP"
    - "EXIT RAMP DOWN"
  - EACH EXIT DOOR THAT IS REQUIRED TO COMPLY WITH CBC SECTION 1011 AND THAT LEADS DIRECTLY TO A GRADE-LEVEL EXTERIOR EXIT BY MEANS OF AN EXIT ENCLOSURE OR AN EXIT PASSAGEWAY SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS, "EXIT ROUTE".
  - EACH EXIT ACCESS DOOR FROM AN INTERIOR ROOM OR AREA TO A CORRIDOR OR HALLWAY THAT IS REQUIRED TO COMPLY WITH CBC SECTION 1011 SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS, "EXIT ROUTE".
  - EACH EXIT DOOR THROUGH A HORIZONTAL EXIT THAT IS REQUIRED TO COMPLY WITH CBC SECTION 1011, SHALL BE IDENTIFIED BY A SIGN WITH THE WORDS, "TO EXIT".
- RAISED CHARACTER AND BRAILLE EXIT SIGNS SHALL COMPLY WITH CHAPTER 11B AND ADA 2010.
- STAIR WAY SIGNAGE SHALL COMPLY WITH CBC SECTION 1022.9.

### PROJECT DIRECTORY

DEVELOPER/OWNER	LINC HOUSING 555 E. OCEAN BLVD, STE 900 LONG BEACH, CA 90802 TEL: (562) 594-1851 CONTACT: MONICA MEJIA
ARCHITECT:	D33 DESIGN AND PLANNING, INC. 3965 CAMINO CARISTRANO SAN JUAN CAPISTRANO, CA 92675 TEL: (949) 362-6299 CONTACT: BRIAN WELLS

LICENSE STAMP:

SHEET TITLE:

COVER SHEET

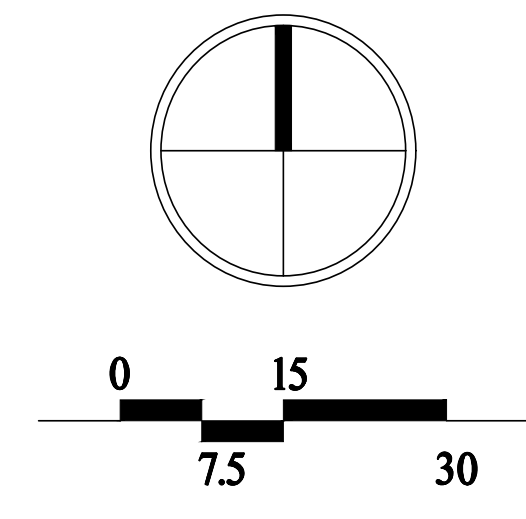
SHEET NO:

# A.1

**ALLEGHENY APTS.**  
ALLEGHENY STREET  
BEAUMONT, CA

No.	Date	Issue / Description
	03.25.2014	PLANNING DEPT. SUBMITTAL
	07.15.2014	PLANNING DEPT. SUBMITTAL
	04.23.2014	PLANNING COMMENTS

IT IS THE CLIENT'S RESPONSIBILITY PRIOR TO OR DURING CONSTRUCTION TO NOTIFY THE PROJECT ARCHITECT OF ANY REQUIRED PERMITS AND TO OBTAIN THE NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AGENCIES. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AS SHOWN ON THESE PLANS. THE ARCHITECT SHALL BE RESPONSIBLE FOR ANY DEFECTS IN CONSTRUCTION OF THESE PROVISIONS ARE NOT FOLLOWED.



**SITE PLAN** SCALE: 1"=15'-0"

DESIGNATION	DESCRIPTION	AREA (SF)
A	Open space in adjacent to Bldg. A	1,305
B	Open space in adjacent to Bldg. A	2,168
C	Open space in adjacent to Bldg. A	1,021
D	OS Adjacent to East property line	1,371
E	Open space in adjacent to Bldg. B	3,184
F	Community Room area (Sht. A.4)	1,752
<b>TOTAL</b>		<b>10,801</b>

**OPEN SPACE CALCULATIONS**

RESIDENTIAL (100% ON-SITE RESTRICTED AFFORDABLE)	
REQUIRED:	24 (5/UNIT)
PROVIDED:	28

**PARKING CALCULATIONS**

- INDICATES ACCESSIBLE PATH OF TRAVEL CONNECTING PUBLIC ROW, BUILDING AND ACCESSIBLE PARKING
- INDICATES BUILDING FOOTPRINT AT FIRST FLOOR
- INDICATES OPEN SPACE AREAS (SEE TABLE ON THIS PAGE)

**SITE PLAN LEGEND**

LICENSE STAMP:

SHEET TITLE:

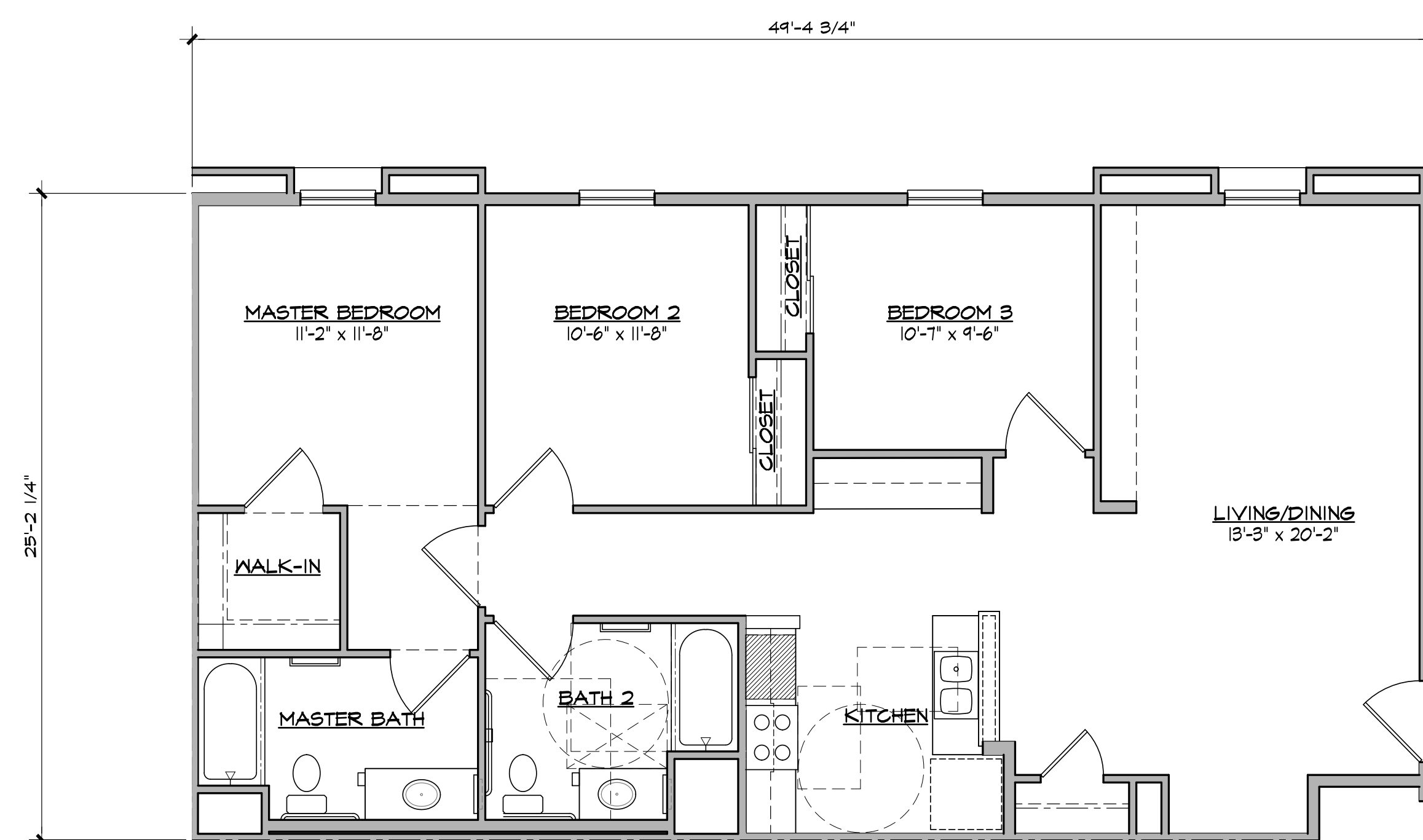
**ARCHITECTURAL  
SITE PLAN**

SHEET NO:

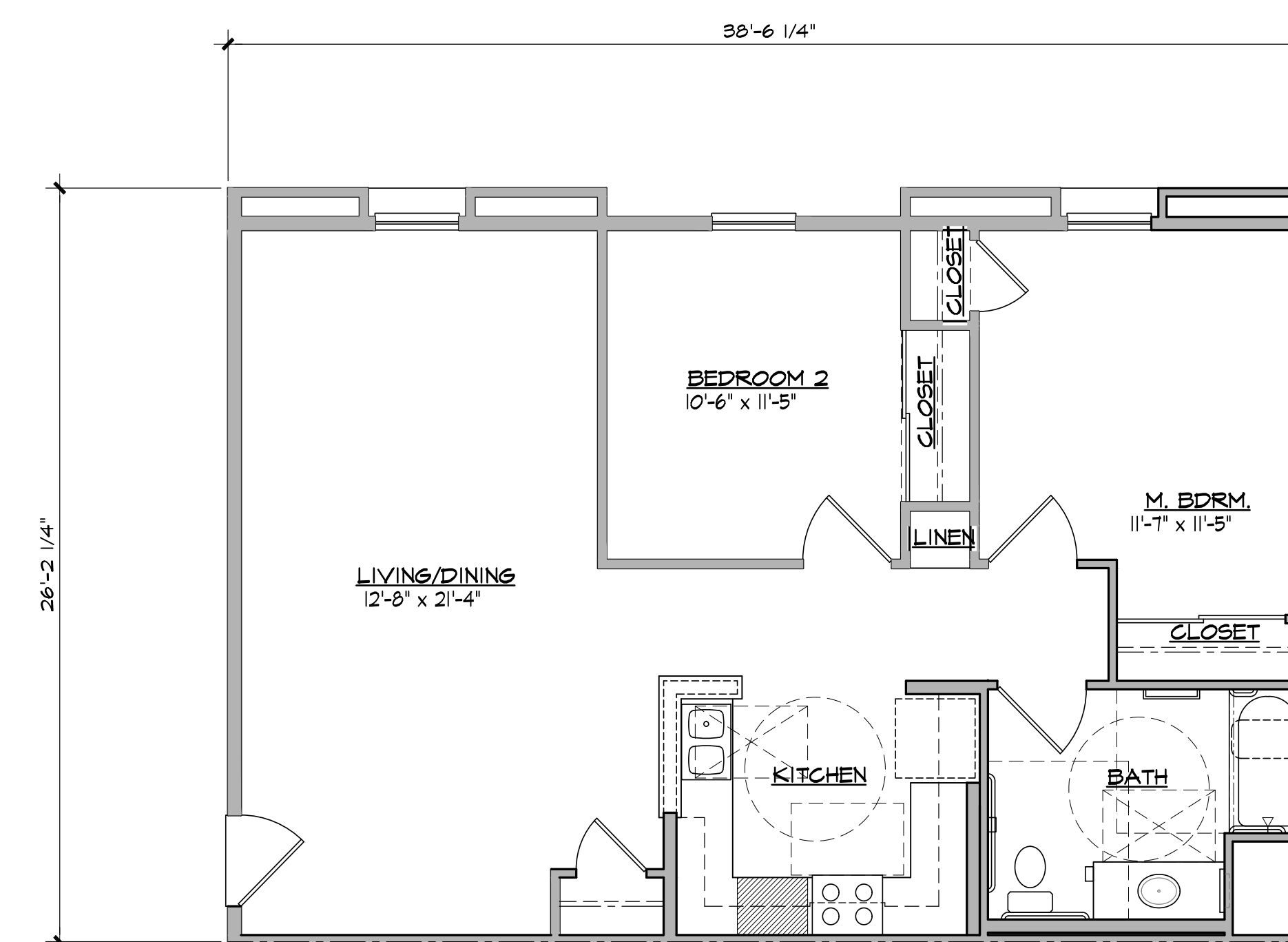
**A.2**

DATE: PLOT DATE:

**ALLEGHENY APTS.**  
ALLEGHENY STREET  
BEAUMONT, CA



UNIT PLAN 3 - 1,159 SF SCALE: 1/4"=1'-0"



UNIT PLAN 2 - 912 SF SCALE: 1/4"=1'-0"

GAFFLES  
PLOT DATE

No.	Date	Issue / Description
	03.25.2019	PLANNING DEPT. SUBMITTAL
	07.19.2019	PLANNING DEPT. SUBMITTAL
	09.29.2019	PLANNING COMMENTS

THIS PLAN IS PREPARED BY ME OR UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT COMplies WITH ALL APPLICABLE REGULATIONS AND ORDINANCES. I AM NOT PROVIDING CONTRACT ADMINISTRATION SERVICES. I AM NOT RESPONSIBLE FOR ANY DEFECTS IN CONSTRUCTION OF THESE PROCEEDINGS ARE NOT FOLLOWED.

LICENSE STAMP:

SHEET TITLE:

UNIT PLANS

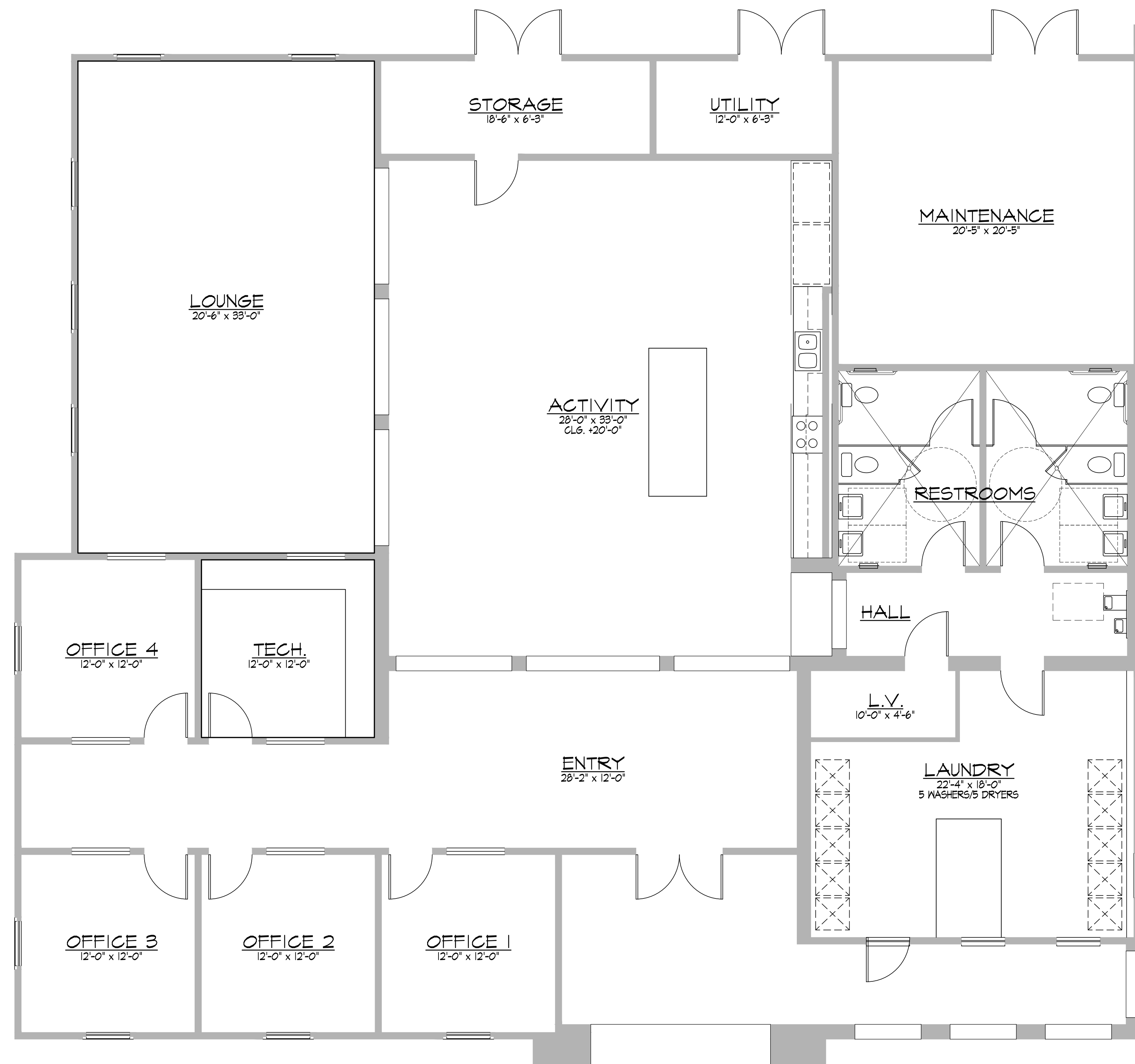
SHEET NO:

**A.3**



555 E. OCEAN BLVD., STE. 900  
LONG BEACH, CA 90802

**ALLEGHENY APTS.**  
ALLEGHENY STREET  
BEAUMONT, CA



SPACE	AREA (SF)	O.S. CALC. (SF)
ENTRY	515	-
OFFICE 1	144	-
OFFICE 2	144	-
OFFICE 3	144	-
OFFICE 4	144	-
TECH.	144	144
L.V.	45	-
LAUNDRY	353	-
HALL	131	-
RESTROOMS	263	-
MAINTENANCE	418	-
ACTIVITY	927	927
LOUNGE	681	681
STORAGE	117	-
UTILITY	76	-
<b>O.S. CALC. TOTAL</b>		<b>1752</b>

Note: Area totals are taken from inside of wall to establish usable area and will not total to equal the building footprint nor the building area as considered by Chapter 5 of the CBC

**USABLE AREA CALC.**

No.	Date	Issue / Description
	03.25.2018	PLANNING DEPT. SUBMITTAL
	07.19.2018	PLANNING DEPT. SUBMITTAL
	08.23.2018	PLANNING COMMENTS

It is the user's responsibility to verify the accuracy of the information provided in this document. The user shall be responsible for any errors or omissions in the information provided. The user shall be responsible for any errors or omissions in the information provided. The user shall be responsible for any errors or omissions in the information provided.

LICENSE STAMP:

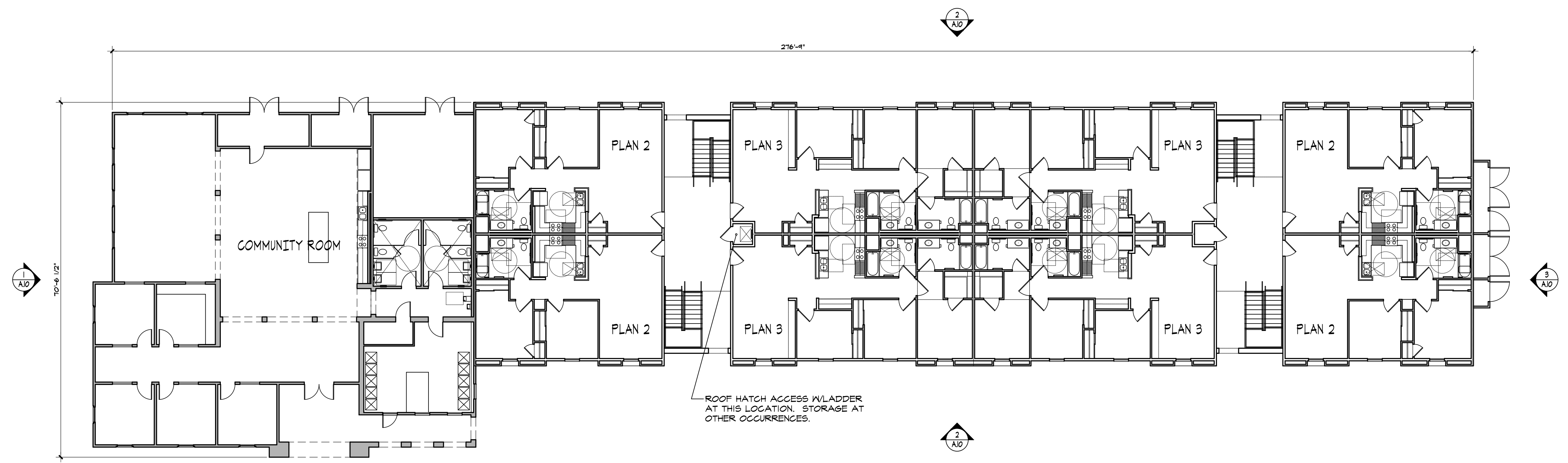
SHEET TITLE:

**COMMUNITY ROOM**

SHEET NO.:

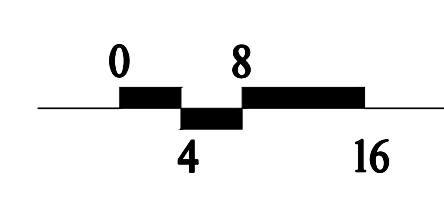
**A4**

**ALLEGHENY APTS.**  
 ALLEGHENY STREET  
 BEAUMONT, CA



No.	Date	Issue / Description
	03.25.2014	PLANNING DEPT. SUBMITTAL
	07.15.2014	PLANNING DEPT. SUBMITTAL
	04.29.2014	PLANNING COMMENTS

IT IS THE USER'S RESPONSIBILITY TO CHECK FOR OR OBTAIN CONSTRUCTION TO VERIFY THE ACCURACY OF ANY PROVIDED DIMENSIONS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE USER SHALL BE RESPONSIBLE FOR ANY DEFECTS IN CONSTRUCTION IF THESE PROCEDURES ARE NOT FOLLOWED.



**BUILDING 'A' - ALL RESIDENTIAL LEVELS SIMILAR** SCALE: 3/32"=1'-0"

DATE:  
 PLOT DATE:

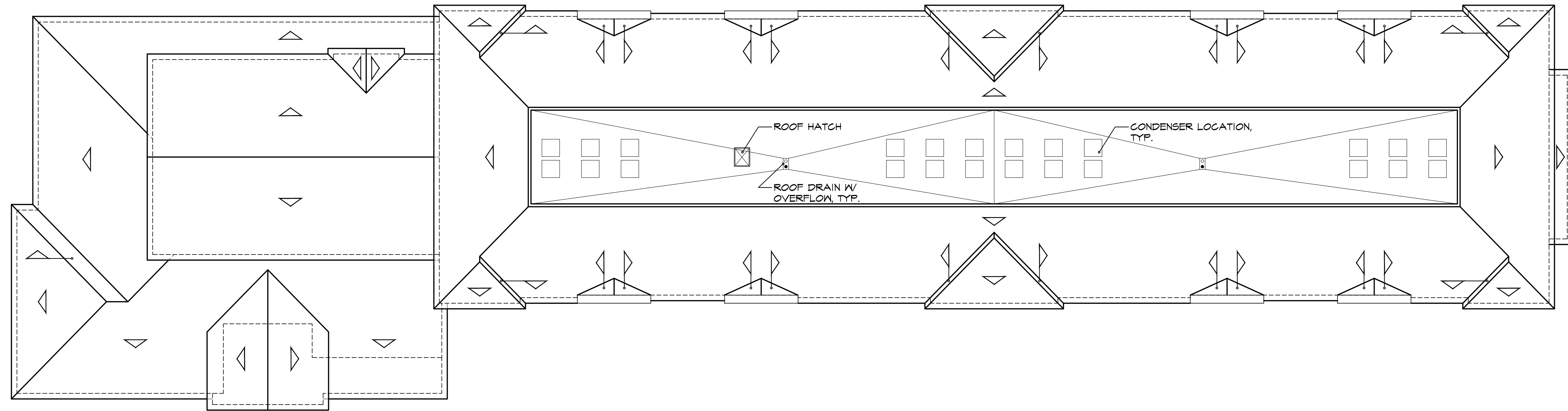
LICENSE STAMP:

SHEET TITLE:

**BUILDING  
 COMPOSITES**

SHEET NO.:

**A.5**



No.	Date	Issue / Description
	03.25.2014	PLANNING DEPT. SUBMITTAL
	07.15.2014	PLANNING DEPT. SUBMITTAL
	04.29.2014	PLANNING COMMENTS

IT IS THE USER'S RESPONSIBILITY TO CHECK FOR OR CHECK CONSTRUCTION TO VERIFY THE ACCURACY OF ANY PROVIDED MEASUREMENTS AND TO VERIFY THE BASIS AND DESIGNATION OF ANY CONSTRUCTION MEASUREMENTS. THE USER'S RESPONSIBILITY TO VERIFY THE BASIS AND DESIGNATION OF ANY CONSTRUCTION MEASUREMENTS IS NOT LIMITED TO THE BASIS AND DESIGNATION OF ANY CONSTRUCTION MEASUREMENTS. THE USER'S RESPONSIBILITY TO VERIFY THE BASIS AND DESIGNATION OF ANY CONSTRUCTION MEASUREMENTS IS NOT LIMITED TO THE BASIS AND DESIGNATION OF ANY CONSTRUCTION MEASUREMENTS. THE USER'S RESPONSIBILITY TO VERIFY THE BASIS AND DESIGNATION OF ANY CONSTRUCTION MEASUREMENTS IS NOT LIMITED TO THE BASIS AND DESIGNATION OF ANY CONSTRUCTION MEASUREMENTS.

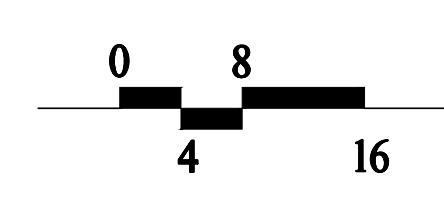
LICENSE STAMP:

SHEET TITLE:

**ROOF PLAN**

SHEET NO:

**A.6**



**BUILDING 'A' - ROOF PLAN** SCALE: 3/32"=1'-0"

DATE: PLOT DATE:





**FRONT ELEVATION - BUILDING 'A'** SCALE: 3/32"=1'-0" **2**

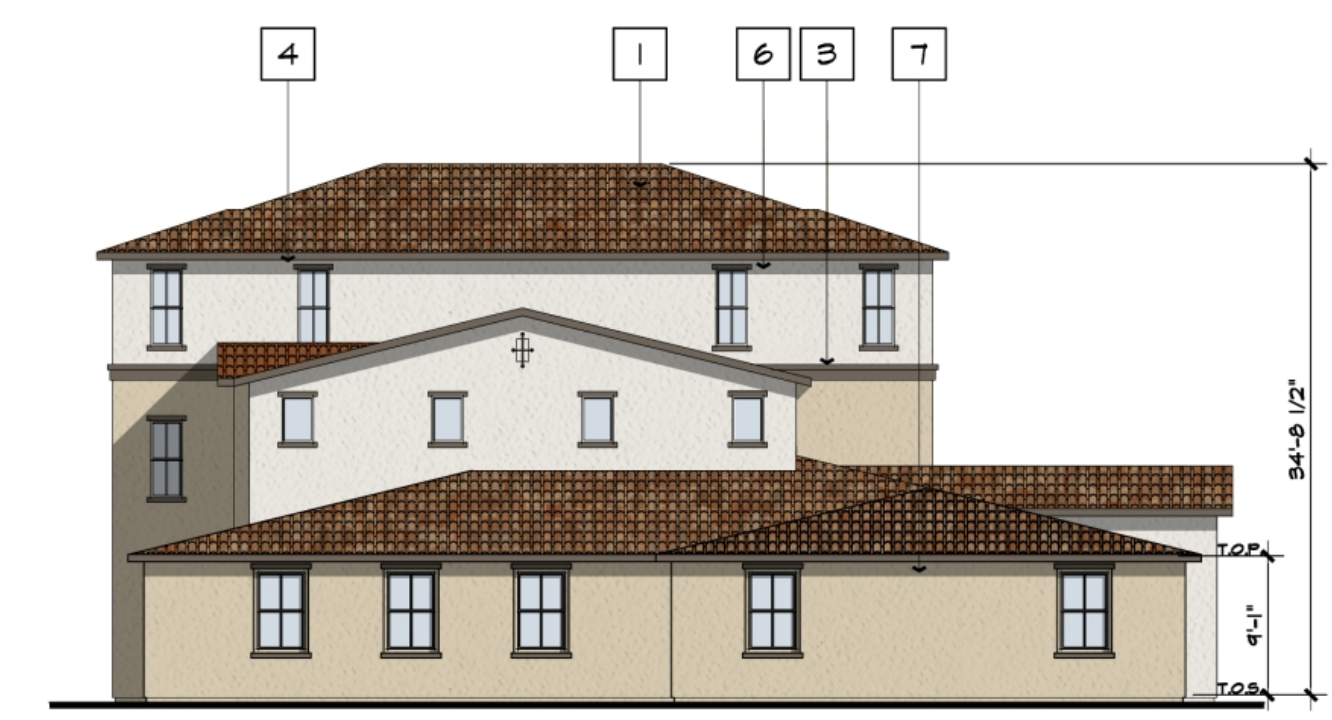
*Color & Material Matrix*

Stucco - 1	Stucco - 2	Fascia	Trim	Exterior Doors	Decorative Metal	Roof Tile
P-100 Glacier White	P-5600 Cargo	SW 7026 Griffin	SW 7026 Griffin	SW 7026 Griffin	SW 7020 Black Fox	3723 - Adobe Blend (Capistrano)

STUCCO MANUFACTURER: Merlex (Exterior Stucco Color Coat - 20/30)  
PAINT MANUFACTURER: Sherwin Williams  
ROOF TILE MANUFACTURER: Eagle Roofing



**REAR ELEVATION - BUILDING 'A'** SCALE: 3/32"=1'-0" **1**



**SIDE ELEVATION - BUILDING 'A'** SCALE: 3/32"=1'-0" **3**

- 1 CONCRETE 'S' TILE ROOF
- 2 DECORATIVE WROUGHT IRON O/STUCCO RECESS
- 3 DECORATIVE BAND, SEE ELEVATION FOR PROFILE
- 4 STUCCO O/2X FOAM TRIM
- 5 RECESSED WINDOW, 4" REVEAL TYP.
- 6 STUCCO 1 - MERLEX P-100, 'GLACIER WHITE'
- 7 STUCCO 2 - MERLEX P-5600, 'CARGO'
- 8 12" WIDE PRECAST TRIM
- 9 PREFABRICATED STEEL STAIR W/CONCRETE TREADS
- 10 DECORATIVE COACH LIGHT

**ELEVATION NOTES**

No.	Date	Issue / Description
01	03.25.2018	PLANNING DEPT. SUBMITTAL
02	07.13.2018	PLANNING DEPT. SUBMITTAL
03	04.23.2019	PLANNING COMMENTS

THE CLIENT ASSUMES RESPONSIBILITY FOR THE DESIGN CONSTRUCTION TO MATCH THE ARCHITECT'S INTENT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE DESIGN CONSTRUCTION TO MATCH THE ARCHITECT'S INTENT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE DESIGN CONSTRUCTION TO MATCH THE ARCHITECT'S INTENT.

LICENSE STAMP:

SHEET TITLE:

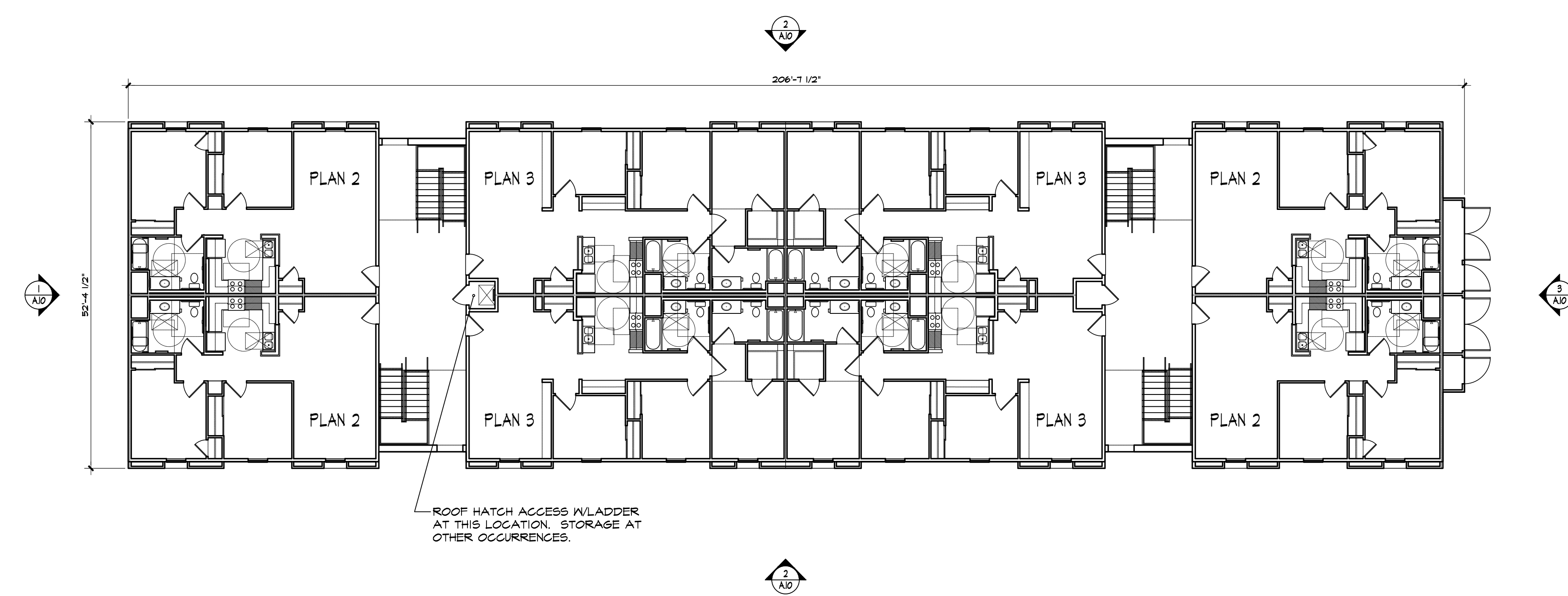
**BUILDING ELEVATIONS**

SHEET NO:

**A.7**

CADFILE:  
PLOT DATE:

**ALLEGHENY APTS.**  
 ALLEGHENY STREET  
 BEAUMONT, CA



No.	Date	Issue / Description
	03.25.2014	PLANNING DEPT. SUBMITTAL
	07.15.2014	PLANNING DEPT. SUBMITTAL
	04.29.2014	PLANNING COMMENTS

IT IS THE USER'S RESPONSIBILITY TO CHECK FOR OR OBTAIN CONSTRUCTION TO VERIFY THE ACCURACY OF ANY INFORMATION PROVIDED HEREON. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE USER SHALL BE RESPONSIBLE FOR ANY DEFECTS IN CONSTRUCTION OF THESE PROCEEDINGS ARE NOT FOLLOWED.

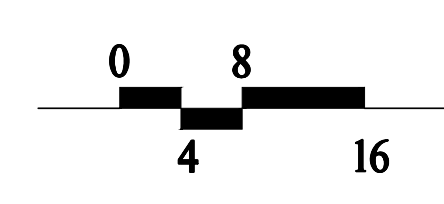
LICENSE STAMP:

SHEET TITLE:

**BUILDING  
 COMPOSITES**

SHEET NO.:

**A.8**



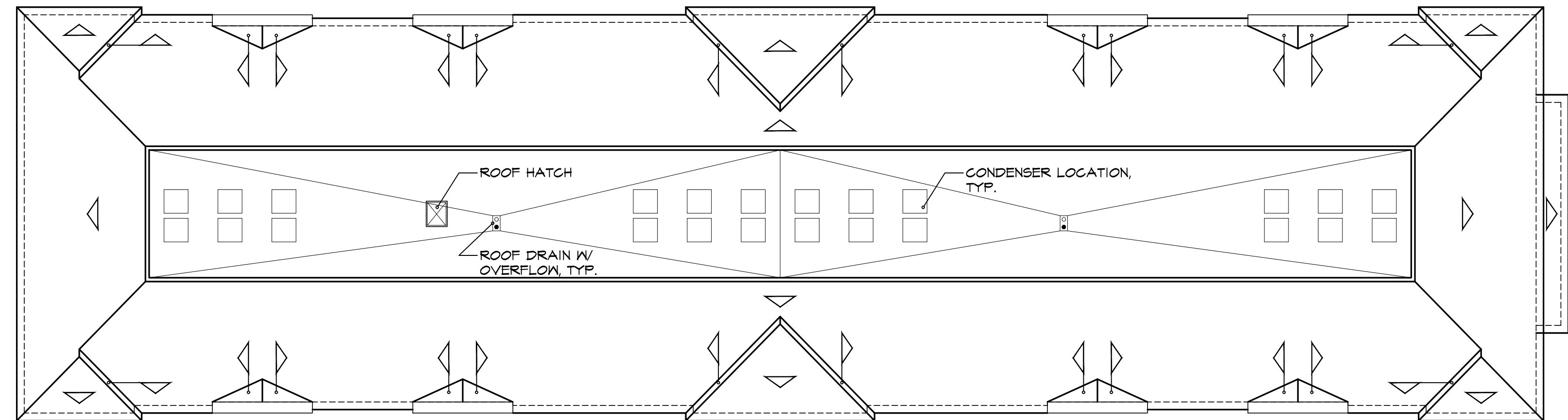
**BUILDING 'B' - ALL LEVELS SIMILAR** SCALE: 3/32"=1'-0"

GAFFLE:  
 PLOT DATE:



555 E. OCEAN BLVD., STE. 900  
 LONG BEACH, CA 90802

**ALLEGHENY APTS.**  
 ALLEGHENY STREET  
 BEAUMONT, CA



No.	Date	Issue / Description
	03.25.2014	PLANNING DEPT. SUBMITTAL
	07.15.2014	PLANNING DEPT. SUBMITTAL
	04.25.2014	PLANNING COMMENTS

THIS IS THE DESIGN PROFESSIONAL'S RESPONSIBILITY TO CHECK FOR CONSTRUCTION TO VERIFY THE PROJECT'S COMPLIANCE WITH ALL APPLICABLE REGULATIONS AND TO REPORT ANY VIOLATIONS TO THE LOCAL BUILDING DEPARTMENT. THE DESIGN PROFESSIONAL'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AS SHOWN ON THESE PLANS. THE DESIGN PROFESSIONAL IS NOT RESPONSIBLE FOR ANY DEFECTS IN CONSTRUCTION OF THESE PROJECTS IF THESE PROCEDURES ARE NOT FOLLOWED.

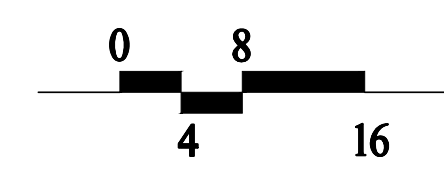
LICENSE STAMP:

SHEET TITLE:

**ROOF PLAN**

SHEET NO.:

**A.9**

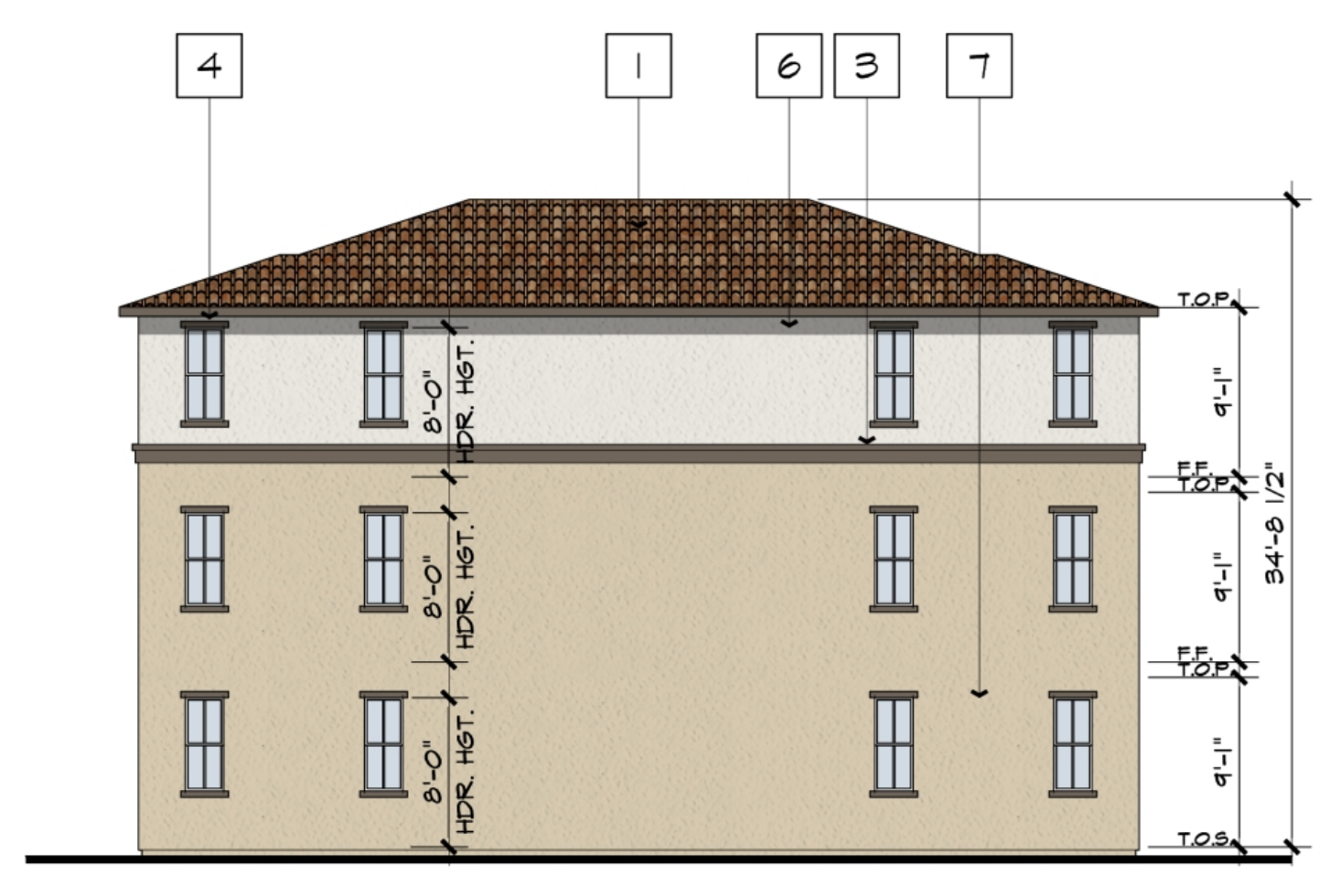
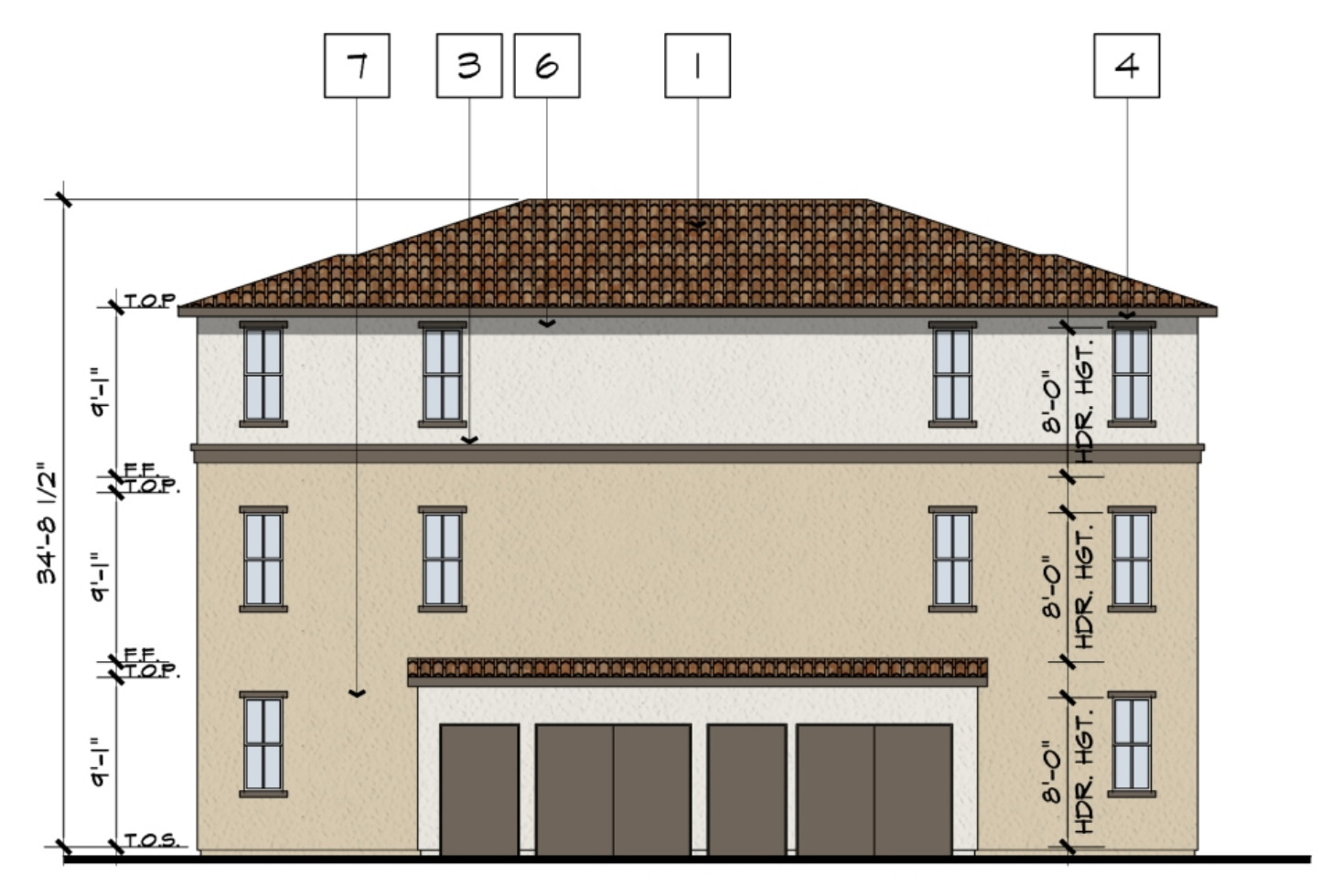


**BUILDING 'B' - ROOF PLAN** SCALE: 3/32"=1'-0"

DATE: PLOT DATE



FRONT/REAR ELEVATION - BUILDING 'B' SCALE: 1/8"=1'-0" 2



SIDE ELEVATION - BUILDING 'B' SCALE: 1/8"=1'-0" 3

SIDE ELEVATION - BUILDING 'B' SCALE: 1/8"=1'-0" 1

**Color & Material Matrix**

Stucco - 1	Stucco - 2	Fascia	Trim	Exterior Doors	Decorative Metal	Roof Tile
P-100 Glacier White	P-5600 Cargo	SW 7026 Griffin	SW 7026 Griffin	SW 7026 Griffin	SW 7020 Black Fox	3723 - Adobe Blend (Capistrano)

STUCCO MANUFACTURER: Merlex (Exterior Stucco Color Coat - 20/30)  
PAINT MANUFACTURER: Sherwin Williams  
ROOF TILE MANUFACTURER: Eagle Roofing

- |  |   |
|--|---|
| 1 CONCRETE 'S' TILE ROOF                     | 9 PREFABRICATED STEEL STAIR W/CONCRETE TREADS |
| 2 DECORATIVE WROUGHT IRON O/STUCCO RECESS    | 10 DECORATIVE COACH LIGHT                     |
| 3 DECORATIVE BAND, SEE ELEVATION FOR PROFILE |   |
| 4 STUCCO O/2X FOAM TRIM                      |   |
| 5 RECESSED WINDOW, 4" REVEAL TYP.            |   |
| 6 STUCCO 1 - MERLEX P-100, 'GLACIER WHITE'   |   |
| 7 STUCCO 2 - MERLEX P-5600, 'CARGO'          |   |
| 8 12" WIDE PRECAST TRIM                      |   |

**ELEVATION NOTES**

No.	Date	Issue / Description
03.25.2018	PLANNING DEPT. SUBMITTAL	
07.13.2018	PLANNING DEPT. SUBMITTAL	
01.23.2019	PLANNING COMMENTS	

THE CLIENT'S RESPONSIBILITY TO OBTAIN NECESSARY PERMITS AND TO OBTAIN NECESSARY APPROVALS FROM ALL AGENCIES AND AGENCIES IS THE CLIENT'S RESPONSIBILITY. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY DELAYS OR OMISSIONS THAT MAY OCCUR AS A RESULT OF THE CLIENT'S FAILURE TO OBTAIN NECESSARY PERMITS AND APPROVALS. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY DELAYS OR OMISSIONS THAT MAY OCCUR AS A RESULT OF THE CLIENT'S FAILURE TO OBTAIN NECESSARY PERMITS AND APPROVALS.

LICENSE STAMP:

SHEET TITLE:

**BUILDING ELEVATIONS**

SHEET NO:

**A.10**

CAOFILE:  
PLOT DATE:

RECORDED AT THE REQUEST OF AND  
WHEN RECORDED RETURN TO:

City of Beaumont  
550 East Sixth Street  
Beaumont, CA 92223  
Attn: Community Development Director

---

(Space Above For Recorder's Use)

This Density Bonus Housing Agreement is recorded at the request and for the benefit of the City of Beaumont and is exempt from the payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

**DENSITY BONUS HOUSING AGREEMENT**

**BY AND BETWEEN**

**(i) THE CITY OF BEAUMONT,  
A California Municipal Corporation**

**and**

**(ii) LINC Housing Corporation**

TABLE OF CONTENTS

	<u>Page</u>
1. DEFINITIONS AND EXHIBITS .....	3
1.1 Definitions .....	3
1.2 Exhibits.....	5
2. DEVELOPMENT OF THE PROPERTY .....	5
2.1 Project .....	5
2.2 Total Number of Units .....	6
2.3 Unrestricted Units .....	6
2.4 Affordable Units.....	6
2.5 Minimum Development Standards For Affordable Units .....	6
2.6 Permits and Processing; Compliance with Laws.....	6
2.7 Relocation Prior to Development of Project.....	6
2.8 Mechanic’s Liens; Indemnification .....	7
3. AFFORDABILITY .....	7
3.1 Total Affordability Term.....	7
3.2 Memorializing Commencement of Total Affordability Term.....	7
4. OWNERSHIP AND OPERATION OF THE PROJECT BY OWNER. ....	8
4.1 Recording of Documents .....	8
4.2 Rental of Units.....	8
4.3 Income Verification .....	8
4.4 Location of Affordable Units .....	8
4.5 Termination and Release from Regulatory Agreement.....	8
5. [INTENTIONALLY RESERVED] .....	9
6. TERM OF THIS AGREEMENT .....	9
6.1 Term.....	9
7. DEFAULT AND TERMINATION; INDEMNIFICATION .....	9
7.1 Default .....	9
7.2 Rights and Remedies Cumulative.....	9
7.3 Indemnification .....	9
8. ASSIGNMENT; COVENANTS RUN WITH THE LAND .....	9
8.1 Assignment By Developer.....	9
8.2 Covenants Run with the Land .....	10
9. MISCELLANEOUS .....	11
9.1 Notices .....	11
9.2 Entire Agreement.....	12
9.3 Severability.....	12
9.4 Interpretation and Governing Law .....	13
9.5 Section Headings .....	13
9.6 Singular and Plural .....	13
9.7 Joint and Several Obligations .....	13
9.8 Time of Essence .....	13
9.9 Computation of Days.....	13
9.10 Waiver.....	13
9.11 Third Party Beneficiaries .....	13

	<u>Page</u>
9.12 Force Majeure .....	13
9.13 Mutual Covenants .....	14
9.14 Successors in Interest.....	14
9.15 Counterparts.....	14
9.16 Jurisdiction and Venue.....	14
9.17 Project as a Private Undertaking.....	14
9.18 Further Actions and Instruments.....	14
9.19 Estoppel Certificate.....	15
9.20 No Subordination.....	15
9.21 Attorneys' Fees and Costs.....	15
9.22 Authority to Execute.....	15

## DENSITY BONUS HOUSING AGREEMENT

This Density Bonus Housing Agreement (hereinafter “Agreement”) is entered into as of the \_\_\_ day of \_\_\_\_\_, 2019 (hereinafter the “Effective Date”) by and between (i) the CITY OF BEAUMONT, a California municipal corporation (hereinafter “City”), and (ii) LINC Housing Corporation, (hereinafter “Developer”). City and Developer are hereinafter sometimes referred to collectively as the “Parties” and individually as a “Party.”

### RECITALS

A. City is a municipal corporation organized and existing pursuant to the Constitution and laws of the State of California.

B. Developer is an experienced developer and operator of multifamily rental affordable Projects in California.

C. City adopted the “Affordable Housing Incentives/Density Bonus” Ordinance, Chapter 17.10 of the Beaumont Municipal Code, to facilitate the development of affordable housing and implement the goals, objectives and policies of the Housing Element of the City’s General Plan. City has allocated its existing authority to develop “low rent housing project(s)” to the Project (as defined below) in accordance with Article XXXIV of the California Constitution and California Health and Safety Code Sections 37000-37002.

D. Developer is the owner of that certain real property located in the City of Beaumont, County of Riverside, State of California, more particularly described in the legal description attached hereto as **Exhibit “A”** and more particularly depicted in **Exhibit “B”**, both of which exhibits are incorporated herein by this reference (the “Property”), and Developer has agreed to develop and operate thereon a 48-unit multifamily affordable rental housing development, with all of such units, other than the one (1) management unit, affordable residential units (the “Project”).

E. Pursuant to California law (Government Code Section 65915, *et seq.*) (the “State Density Bonus Law”) and implementing ordinance in Chapter 17.10 of the Beaumont Municipal Code of the City of Beaumont Zoning Code (the “City Density Bonus Ordinance”), applicants of residential projects that include specified levels of affordable housing are entitled to apply for and receive certain density bonuses and additional incentives that contribute significantly to the economic feasibility of lower income housing.

F. On July 31, 2019, Developer submitted to City an application for a project requesting a density bonus (the “Application”). The Application is attached hereto and incorporated herein as **Exhibit “E”**. The Project complies with the affordable housing requirements set forth in the City Density Bonus Ordinance and State Density Bonus Law. For purposes of this Agreement, the Project shall be the “housing development” as defined in the State Density Bonus Law.



G. Pursuant to the Application, Developer has agreed to restrict 47 of the units in the Project, to be rented to and occupied by “Eligible Households” in order for Developer to obtain the “Density Bonus Units” (as those terms are defined in Section 1 below).

H On October 8, 2019, City’s Planning Commission approved the Application and recommended to the City Council the approval of this Agreement, subject to the terms and conditions of the City’s Planning Commission as specified therein. The Planning Commission Minute Order and Conditions of Approval is attached hereto and incorporated herein as **Exhibit “F”**.

I. On \_\_\_\_\_, 2019, the City Council adopted Resolution No. 2019-\_\_\_\_, which approved the Density Bonus Agreement, subject to execution by the Parties of this Agreement and the terms and conditions of the City Council as specified in the Resolution.

J. City has complied with the procedures set forth in the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) (“CEQA”). The Project is categorically exempt from the CEQA Environmental pursuant to Section 15332 (Class 32, In-fill Development Projects) of the CEQA guidelines (Title 14, Chapter 3 of the California Code of Regulations). The Notice of Exemption is attached hereto and incorporated herein as **Exhibit “K”**.

J. This Agreement (which includes by this incorporation by reference the attached Exhibits) is intended to set forth the terms and conditions for the implementation of the Project’s requirement to provide affordable housing units in exchange for receiving the Density Bonus Units and additional incentives set forth herein.

K. The development of the Project on the Property pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the City, and the welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements.

#### COVENANTS

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein by this reference, and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS

1.1 Definitions. In addition to the terms that may be defined elsewhere in this Agreement, the following terms when used in this Agreement shall be defined as follows:

1.1.1 *Adjusted for family size appropriate to the unit* means, pursuant to the State Density Bonus Law (Government Code section 65915(c)(1)) as it exists on the Effective Date, the same definition in Health and Safety Code section 50052.5 as it exists on the Effective Date (a copy of which is attached as **Exhibit “H”**).

1.1.2 *“Affordable Rent”* means the maximum Monthly Rent that may be charged to and paid by an Eligible Household for the Affordable Units, as annually determined pursuant to Health and Safety Code Section 50053(b), as of the date hereof, a copy of which is attached as **Exhibit “I”**, and the regulations promulgated pursuant to and incorporated therein. **Exhibit “J”** attached hereto includes an example of the calculation of Affordable Rent.

1.1.3 *“Affordable Units”* means 47 of the Units that are required to be rented to and occupied by Eligible Households. The Affordable Units shall comprise 24 two (2) bedroom one (1) bath Units and 23 three (3) bedroom two (2) bath Units.

1.1.4 *“Agreement”* means this Density Bonus Housing Agreement.

1.1.5 *“Base Units”* means the thirty-two (32) Units that Developer would be authorized to develop on the Property without application of the State Density Bonus Law, including one (1) management unit.

1.1.6 *“City”* means the City of Beaumont, California, and the City’s successors and assigns.

1.1.7 *“City Council”* means the City Council of the City of Beaumont.

1.1.8 *“City Attorney”* means the City Attorney for the City of Beaumont.

1.1.9 *“City Manager”* means the City Manager for the City of Beaumont.

1.1.10 *“City’s Planning Commission”* means the Planning Commission for the City of Beaumont.

1.1.11 *“Density Bonus Agreement Term”* means the period during which this Agreement shall be in full force and effect, as provided for in Section 6.1 below.

1.1.12 *“Density Bonus Units”* mean the 15 Units in addition to the Base Units that Developer shall develop pursuant to the density allowance in the State Density Bonus Law and the terms and conditions of this Agreement, of which Developer would not be

entitled to develop without providing the Affordable Units.

1.1.13 **“Developer”** means LINC Housing Corporation, a California limited partnership, and its permitted successors and assigns to all or any part of the Property.

1.1.14 **“Effective Date”** means the date the City Council of City approves this Agreement and from then on this Agreement shall be in full force and effect.

1.1.15 **“Eligible Household”** means a Household whose income does not exceed the qualifying limit for “lower income households” pursuant to Health and Safety Code Section 50079.5 as it exists on the Effective Date, a copy of which is attached as **Exhibit “H”**, which, as of the date of this Agreement means persons and families whose income does not exceed the qualifying limit for very low income households as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, as published from time to time by HCD in the California Code of Regulations.

1.1.16 **“Household”** means all persons residing in a Unit.

1.1.17 **“Housing Regulations”** means the regulations published from time to time by the California Department of Housing and Community Development pursuant to Health and Safety Code Section 50093, as they exist as of the Effective Date. A copy of the Housing Regulations are attached hereto as **Exhibit “I”**.

1.1.19 **“Median Income”** means the Riverside County, California area median income, adjusted for family size appropriate to the unit, as periodically published by the State of California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations, or successor regulation. Upon request by Developer, City shall provide to Developer the amount of the Median Income.

1.1.20 **“Monthly Rent”** means the total of monthly payments for (a) use and occupancy of each Affordable Unit and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by Developer which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone or cable service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Developer. In the event that all utility charges are paid by the landlord rather than the tenant, no utility allowance shall be deducted from the rent.

1.1.21 **“Project”** means that certain residential development as more particularly described in Recital D and Section 2 of this Agreement.

1.1.22 **“Property”** means that certain real property more particularly described in the legal description in **Exhibit “A”** and improvements thereon.

1.1.23 “*Regulatory Agreement*” means that certain Regulatory Agreement and Declaration of Covenants and Restrictions attached to this Agreement as **Exhibit “C”**.

1.1.24 “*State Density Bonus Law*” means Government Code Sections 65915-65918 as they exist on the Effective Date, a copy of which is attached hereto as **Exhibit “G”**.

1.1.25 “*Substitute Affordable Units*” means an equivalent Unit in terms of number of bedrooms and plan type as an Affordable Unit.

1.1.26 “*Termination and Release of Regulatory Agreement*” means that certain instrument attached to this Agreement as **Exhibit “D”**.

1.1.27 “*Unit*” means a residential dwelling unit within the Project to be rented by Developer pursuant to this Agreement.

1.1.28 “*Unrestricted Units*” means the Units within the Project to be rented by Developer to a Household without restriction.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

- Exhibit “A” — Legal Description of the Property
- Exhibit “B” — Map showing Property and its Location
- Exhibit “C” — Regulatory Agreement (and Attachments)
- Exhibit “D” — Termination and Release of Regulatory Agreement (and Attachments)
- Exhibit “E” — Application
- Exhibit “F” — Planning Commission Minute Order and Conditions of Approval
- Exhibit “G” — Government Code Sections 65915-65918
- Exhibit “H” — Health and Safety Code Sections 50052.5, 50053, 50079.5
- Exhibit “I” — Housing Regulations
- Exhibit “J” — Calculation of Affordable Rent
- Exhibit “K” — Notice of Exemption

## 2. DEVELOPMENT OF THE PROPERTY

2.1 Project. Developer shall develop, operate, and maintain the Property as a thirty-eight (38) unit residential rental community.

2.2 The Project shall have forty-seven (47) Units, to be owned, occupied, operated, and maintained pursuant to the terms and conditions of this Agreement. Developer expressly understands and agrees that the State Density Bonus Law at the time

of this Agreement allows up to a thirty-five percent (35%) increase in the number of the Base Units because Developer shall restrict twenty percent (20%) of the Base Units for occupancy by Eligible Households. Developer shall not construct or develop, or otherwise claim a right to construct or develop, more than twelve (12) Density Bonus Units on the Property.

2.3 Unrestricted Units. The Project shall have no Unrestricted Units with unit sizes as may be determined by the Developer. Developer may alter the unit distribution of the Unrestricted Units in Developer's discretion, provided that the Project has the minimum number of Affordable Units and the minimum distribution thereof as specified in this Agreement.

2.4 Affordable Units. The Project shall have no less than 47 of the Units designated as Affordable Units pursuant to the terms and conditions of this Agreement. The Affordable Units shall be consistent with the Planning Commission approval, and the Affordable Units shall be located throughout the Project, not clustered in one area or building, and shall be distributed in the same proportion as the Unrestricted Units within the Project. Developer may, subject to City's written approval, which shall not be unreasonably withheld, increase the number of Affordable Units or alter the unit distribution as provided in this Section, provided that the Project has the minimum number of Affordable Units and the minimum distribution thereof as specified herein. Developer may elect to substitute a Substitute Affordable Unit for an Affordable Unit during the Density Bonus Agreement Term. In that event the affordability requirements hereunder with respect to the Affordable Unit shall be transferred to the Substitute Affordable Unit.

2.5 Minimum Development Standards For Affordable Units. The Affordable Units shall be constructed with the same exterior appearance and interior features, fixtures, and amenities, and shall use the same type and quality of materials as provided for the balance of the Unrestricted Units in the Project.

2.6 Permits and Processing; Compliance with Laws. Developer at its sole cost and expense shall secure or cause to be secured any and all permits that may be required by City or any other federal, state, or local governmental entity having or claiming jurisdiction over the Property or Project. Upon securing any and all permits, Developer shall carry out and perform the development, operation, and maintenance of the Project in conformity with all applicable federal, state, and local laws and regulations, and all conditions of approval issued by the City Council and City's Planning Commission for the Project.

2.7 Relocation Prior to Development of Project. If relocation is required prior to the completion of development of the Project, Developer shall have the sole and exclusive responsibility for providing relocation assistance and paying all relocation costs as may be required to comply with applicable federal and state laws and regulations. Developer shall indemnify, defend (with counsel of City's choosing and the consent of Developer, which shall not be unreasonably withheld, and which may be joint defense counsel upon City's and Developer's consent), and hold harmless City and all of its officials, officers, employees, representatives, volunteers and agents from any and all

alleged or actual claims, causes of action, liabilities, and damages from any third party for relocation assistance, benefits and costs in connection with the Project prior to the completion of the development of the Project.

2.8 Mechanic's Liens; Indemnification. Developer acknowledges that The Developer shall take all actions reasonably necessary to remove any mechanic's liens or other similar liens (including design professional liens) against the Property or Project, or any part thereof, by reason of work, labor, services, or materials supplied or claimed to have been supplied to Developer or anyone holding the Property or Project, or any part thereof, through or under Developer. Upon request by the City, Developer shall provide to the City information from the Title Company. Prior to the recording of this Agreement (or memorandum thereof) pursuant to Section 4.1 below, Developer shall provide evidence from the Title Company of any recordings against the Property or Project. City hereby reserves all rights to post notices of non-responsibility and any other notices as may be appropriate upon a filing of a mechanic's lien. Developer shall indemnify, defend (with counsel of City's choosing and the consent of Developer, which shall not be unreasonably withheld, and which may be joint defense counsel upon City's and Developer's consent), and hold harmless City and all of its officials, officers, employees, representatives, volunteers and agents from any and all alleged or actual claims, causes of action, liabilities, and damages from any third party by reason of a mechanic's lien or work, labor, services, or materials supplied or claimed to have been supplied to Developer or anyone holding the Property or Project, or any part thereof, through or under Developer, except to the extent caused by the gross negligence or willful misconduct of City.

### 3. AFFORDABILITY

3.1 Total Affordability Term. Each Affordable Unit shall be restricted to use and occupancy by an Eligible Household for a total period of no less than thirty (30) years (the "Total Affordability Term"). The Total Affordability Term for an Affordable Unit shall commence on the date that the Affordable Unit receives all required occupancy permits from the City. By way of explanation of the foregoing two sentences, it is possible that the Total Affordability Period for one Affordable Unit will neither commence on the same date nor terminate on the same date as another Affordable Unit, and it is possible that the Total Affordability Terms for all Affordable Units will commence on different days and terminate on different days.

3.2 Memorializing Commencement of Total Affordability Term. Developer shall keep detailed records of the commencement date of the Total Affordability Term for each Affordable Unit and each Substitute Affordable Unit. City shall have the right to review and verify said records to ensure that the commencement date specified by Developer for an Affordable Unit or Substitute Affordable Unit coincides with the date that the initial Affordable Unit received all permits from City required for occupancy of the Unit. In the event that a conflict exists between the date specified by Developer for the commencement of the Total Affordability Term for an Affordable Unit and the date specified by City's issuance of all required permits for occupancy of the Unit, the date specified by City's issuance of all required permits for occupancy of the Unit shall control.

3.3 Article XXXIV Authority. City represents that it has obtained and allocated to the Project (as a “low rent housing project”, as such term is used in Article XXXIV of the California Constitution) the authority, and the Project has been approved, as required under Article XXXIV of the California Constitution and California Health and Safety Code Sections 37000-37002.

4. OWNERSHIP AND OPERATION OF THE PROJECT BY OWNER

4.1 Recording of Documents. The City shall record or cause to be recorded in the Official Records for Riverside County, California, an executed original of this Agreement (or memorandum of this Agreement in a form approved by the City Attorney and Developer’s counsel), and no later than the date of issuance of the first certificate of occupancy for the Project after its completion of construction, Developer shall record or cause to be recorded a separately executed original of the Regulatory Agreement. City shall cooperate with Developer in promptly executing in recordable form the Regulatory Agreement. Upon the date of recording, the terms and conditions of the Regulatory Agreement shall be binding upon and run with the Property and the Project. It is the express intent and agreement between the Parties that the Regulatory Agreement shall remain binding and enforceable against the Property, the Project, and the Units to ensure compliance with the State Density Bonus Law and Chapter 17.10 of the Beaumont Municipal Code, and to ensure the continued supply of Affordable Units in the Project.

4.2 Rental of Units. Upon the completion of construction of the Project and receipt by Developer of all required permits for the occupancy of the Units, Developer shall rent or cause to be rented each Affordable Unit for the Total Affordability Term for such Affordable Unit in accordance with terms and conditions set forth in the Regulatory Agreement, which provide among other terms and conditions for the rental of each Affordable Unit at an Affordable Rent to an Eligible Household for the Total Affordability Term (the “For Rent Affordable Units”).

4.3 Income Verification. During the Density Bonus Agreement Term, Developer shall, at Developer’s sole cost and expense, determine and verify the eligibility of Low Income Households for the rental of the Affordable Units in accordance with the terms and conditions set forth in the Regulatory Agreement.

4.4 Location of Affordable Units. During the Density Bonus Agreement Term, the Affordable Units shall be disbursed throughout the Project in accordance with the terms and conditions set forth in this Agreement and the Regulatory Agreement.

4.5 Termination and Release from Regulatory Agreement. Upon the written request of Developer to City, the Termination and Release from Regulatory Agreement shall be recorded for the benefit of Developer at the conclusion of the Density Bonus Agreement Term upon City’s verification, which shall not be unreasonably delayed, that the Density Bonus Agreement Term has concluded.

5. [INTENTIONALLY RESERVED]

6. TERM OF THIS AGREEMENT

6.1 Term. The term of this Agreement (the “Density Bonus Agreement Term”) shall commence on the Effective Date and shall continue until the date that is thirty (30) years after the City issues the last certificate of occupancy for the Project.

7. DEFAULT AND TERMINATION; INDEMNIFICATION

7.1 Default. Failure or delay by any Party to perform any term or provision of this Agreement which is not cured within thirty (30) days after receipt of notice from the other Party specifying the default (or such other period specifically provided herein) constitutes a default under this Agreement; provided, however, if such default is of the nature requiring more than thirty (30) days to cure, the defaulting Party shall avoid default hereunder by commencing to cure within such thirty (30) day period, and thereafter diligently pursuing such cure to completion within an additional sixty (60) days following the conclusion of such thirty (30) day period (for a total of ninety (90) days). Except as required to protect against further damages, the injured Party may not institute proceedings against the Party in default until the time for cure has expired. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. City hereby agrees to accept any cure offered by any limited partner of or lender to Developer on the same basis as if such cure were offered by Developer.

7.2 Rights and Remedies Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.3 Indemnification. In addition to any other indemnity specifically provided in this Agreement, Developer agrees to defend (with counsel of City’s choosing and the consent of Developer, which shall not be unreasonably withheld, and which may be joint defense counsel upon City’s and Developer’s consent) indemnify and hold harmless City and its respective officers, officials, agents, employees, representatives, and volunteers (collectively, “Indemnitees”) from and against any loss, liability, claim, or judgment arising from any act or omission of Developer in connection with its obligations under this Agreement, except to the extent caused by the negligence or misconduct of Indemnitees.

8. COVENANTS RUN WITH THE LAND

8.1 [Intentionally deleted.]

8.2 Covenants Run with the Land. The Property shall be held, sold, conveyed, hypothecated, encumbered, used, occupied and improved subject to the covenants, conditions, and restrictions set forth herein. The covenants, conditions,



restrictions, reservations, equitable servitudes, liens and charges set forth in this Agreement shall run with the Property and shall be binding upon Developer and all persons having any right, title or interest in the Property, or any part thereof, their heirs, and successive owners and assigns, shall inure to the benefit of City and its successors and assigns, and may be enforced by City and its successors and assigns. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of City and its successors and assigns, and the parties hereto expressly agree that this Agreement and the covenants herein shall run in favor of City, without regard to whether City is or remains an owner of any land or interest therein to which such covenants relate. Furthermore, all of the covenants, conditions, and restrictions contained herein shall also constitute easements in gross running in favor of City. City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. Developer hereby declares its understanding and intent that the burden of the covenants set forth herein touch and concern the land and that the Developer's interest in the Property is rendered less valuable thereby. Developer hereby further declares its understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Property by the citizens of City and by furthering the health, safety, and welfare of the residents of City.

9. MISCELLANEOUS

9.1 Notices

9.1.1 Delivery. As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder. All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) two (2) days after deposit in the United States mail in a sealed envelope, first class mail and postage prepaid, and addressed to the recipient named below; or (iv) one (1) day after deposit with a known and reliable next-day document delivery service (such as Fed Ex), charges prepaid and delivery scheduled next-day to the recipient named below, provided that the sending party receives a confirmation of delivery from the delivery service provider; or (v) the first business day following the date of transmittal of any facsimile, provided confirmation of successful transmittal is retained by the sending Party. All notices shall be addressed as follows:

If to City: City of Beaumont  
550 East Sixth Street  
Beaumont, CA 92223  
Attn: Director of Director of Planning  
Phone No: (951) 769-8518  
Facsimile No: (951) 769-8526

With a copy to: Slovak Baron Empey Murphy & Pinkney LLP  
1800 East Tahquitz Canyon Way  
Palm Springs, CA 92262  
Attn: John O. Pinkney  
Phone No: (760) 322-2275  
Facsimile No: (760) 322-2107  
pinkney@sbemp.com

If to Developer: LINC Housing Corporation  
3590 Elm Avenue  
Long Beach, CA 90807  
Attn: Michael De La Torre  
Phone No: (562) 684-1120  
Facsimile No: (562) 684-1137

With a copy to: Carle, Mackie, Power & Ross LLP  
100 B Street, Suite 400  
Santa Rosa, CA 95401  
Attn: Henry Loh  
Phone: (707) 526-4200  
Facsimile: (707) 526-4707  
hloh@cmprlaw.com

With a copy to: [investor and lender addresses TBD]  
[\_\_\_\_\_]
  
[\_\_\_\_\_]

9.1.2 Change of Address. Either Party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

9.2 Entire Agreement. This Agreement and all of its exhibits and attachments set forth and contain the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

9.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

9.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California without regard to conflict of law principles. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof

9.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

9.6 Singular and Plural. As used herein, the singular of any word includes the plural, and vice versa, as context so dictates. Masculine, feminine, and neuter forms of any word include the other as context so dictates.

9.7 Joint and Several Obligations. If at any time during the term of this Agreement the Property and/or Project is owned, in whole or in part, by more than one Developer, all obligations of such Developer under this Agreement shall be joint and several, and the default of any such Developer shall be the default of all such Developers.

9.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

9.9 Computation of Days. Unless otherwise specified in this Agreement or any Exhibit attached hereto, use of the term “days” shall mean calendar days. For purposes of this Agreement and all Exhibits attached hereto, “business days” shall mean every day of the week except Saturdays, Sundays, and official State holidays as recognized in Government Code Section 19853(a) or successor statute.

9.10 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.

9.11 Third Party Beneficiaries. No person or entity, other than City and Developer shall have any right of action based upon any provision of this Agreement.

9.12 Force Majeure. Neither Party shall be deemed to be in default where

failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the Party's control (including the Party's employment force), court actions (such as restraining orders or injunctions), or other causes beyond the Party's control, including delays by any governmental entity (although the City may not benefit from this provision for a delay that results from City's failure to perform its obligations under this Agreement), or an insurance company of either party. If any such events shall occur, the term of this Agreement and the time for performance by either Party of any of its obligations hereunder may be extended by the written agreement of the Parties for the period of time that such events prevented such performance.

9.13 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

9.14 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all permitted successors in interest to the Parties to this Agreement. 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 hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each Party and each successor in interest approved pursuant to this Agreement during ownership of the Property or any portion thereof.

9.15 Counterparts. This Agreement 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.

9.16 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

9.17 Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the development of the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of private property and the Developer of such property.

9.18 Further Actions and Instruments. Each of 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 acknowledgment 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. City hereby authorizes City Manager to take such other actions and negotiate and execute any additional agreements as may be necessary or proper to fulfill the City's obligations under this Agreement. The City Manager may delegate her or his powers and duties under this Agreement to an authorized management level employee of the City.

9.19 Estoppel Certificate. Within ten (10) business days following a written request by any of the Parties, the other Party shall execute and deliver to the requesting Party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding Party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting Party and that there are no uncured defaults in the performance of the requesting Party except as may be represented by the requesting Party.

9.20 No Subordination. City's approval of the necessary land use entitlements that authorize Developer to develop, operate, and maintain the Project was based upon Developer's obligation to provide the Affordable Units pursuant to the State Density Bonus Law and the terms and conditions of this Agreement. For the Density Bonus Agreement Term, this Agreement and the Regulatory Agreement shall have priority over any and all mortgages, deeds of trust, and other similar forms of secured financing recorded against the Property or any portion thereof Developer expressly understands and acknowledges that state law requires preservation of affordability covenants in connection with the approval of this density bonus project.

9.21 Attorneys' Fees and Costs. If either Party to this Agreement commences an action against the other Party to this Agreement arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, expert witness fees, costs of investigation, and costs of suit from the losing Party.

9.22 Authority to Execute. The person or persons executing this Agreement on behalf of each Party warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind the Party to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year set forth in the preamble above.

“CITY”  
CITY OF BEAUMONT  
California municipal corporation

By: \_\_\_\_\_  
Julio Martinez  
Its: Mayor

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

\_\_\_\_\_  
City Attorney

“DEVELOPER”  
LINC Housing Corporation

By: LINC Housing Corporation

By: LINC Community Development  
Corporation, a California nonprofit public  
benefit corporation, its Sole Member

By: \_\_\_\_\_  
Name: Suny Lay Chang  
Title: Senior Vice President and  
Director of Housing Development

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are

subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



**EXHIBIT "A"**  
**TO DENSITY BONUS HOUSING AGREEMENT**  
**Legal Description of Property**

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1 of Parcel Map 26990, in the City of Beaumont, County of Riverside, State of California, on file in Book 172, Pages 65 and 66, of Parcel Maps, Records of Riverside County, California.

**EXHIBIT "A"**

**EXHIBIT "B"**  
**TO DENSITY BONUS HOUSING AGREEMENT**

**Map showing Property and its location**

**[Attached]**

**EXHIBIT "B"**

**EXHIBIT "C"**  
**TO DENSITY BONUS HOUSING AGREEMENT**  
**Regulatory Agreement (and Attachments)**

**[Attached]**

**EXHIBIT "C"**

RECORDED AT THE REQUEST OF AND WHEN RECORDED RETURN TO:

City of Beaumont  
550 East Sixth Street  
Beaumont, CA 92223  
Attn: Director of Director of Planning

(Space Above For Recorder's Use)

---

This Regulatory Agreement and Declaration of Covenants and Restrictions is recorded at the request and for the benefit of the City of Beaumont and is exempt from the payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

REGULATORY AGREEMENT AND  
DECLARATION OF COVENANTS AND RESTRICTIONS

This REGULATORY AGREEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS ("Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between (i) the CITY OF BEAUMONT, a California municipal corporation (hereinafter "City"), and (ii) LINC-BEAUMONT APTS LP, a California limited partnership (hereinafter "Owner"). City and Owner are hereinafter sometimes referred to collectively as the "Parties" and individually as a "Party".

RECITALS

A. Owner is the owner in fee of that certain real property located in the City of Beaumont, County of Riverside, State of California, more particularly described in the legal description attached hereto as Attachment 1 (the "Property") and incorporated by this reference.

B. Owner has submitted to City plans to develop on the Property a 47-unit affordable rental residential community (the "Project").

C. On or about \_\_\_\_\_, City and Owner entered into that certain Density Bonus Housing Agreement ("Density Bonus Agreement"), which set forth the terms and conditions for the development of the Project and implemented Government Code Sections 65915-65918 (the "State Density Bonus Law") and the City of Beaumont Affordable Housing Implementation Procedure (Beaumont Municipal Code Chapter 17-10), by requiring Owner to restrict all residential units to lower income households as defined in Health and Safety Code Section 50079.5 at the time of this Agreement, which as of the date of this Agreement means persons and families whose income does not exceed the qualifying limit for lower income households, adjusted for family size, as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, as published from time to time by HCD in the California Code of Regulations.

D. Pursuant to the Density Bonus Agreement, City and Owner desire to enter into this Agreement to place certain covenants and restrictions on the Property and use and operation of the Project, including the imposition of affordability covenants requiring that all 47 residential units be rented to Eligible Households at Affordable Rent for the Density Bonus Agreement Term (as defined below).

E. It is the intent of the City and Owner that Owner's interests in the Property shall be subject to this Regulatory Agreement and that the terms hereof shall be binding on the Owner and its successors in interest in the Property approved pursuant to the Density Bonus Agreement, for so long as this Regulatory Agreement shall remain in effect pursuant to the Density Bonus Agreement.

#### AGREEMENT

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

#### 1. Definitions and Attachments.

1.1 Definitions. In addition to the terms that may be defined elsewhere in this Agreement, the following terms when used in this Agreement shall be defined as follows:

1.1.1 ***“Adjusted for family size appropriate to the unit”*** means, pursuant to the State Density Bonus Law (Government Code section 65915(c)(1)) as it exists on the Effective Date, the same definition in Health and Safety Code section 50052.5 as it exists on the Effective Date (a copy of which is attached to the Density Bonus Agreement as Exhibit G).

1.1.2 ***“Affordable Rent”*** means annual rent that does not exceed the amount of rent (including a reasonable utility allowance) for an Eligible Household authorized pursuant to Health and Safety Code Section 50053 as it exists on the Effective Date, a copy of which is attached to the Density Bonus Agreement as Exhibit G, which is the product of thirty percent (30%) times thirty percent (60%) of Median Income, adjusted for family size appropriate for the unit. Exhibit I attached to the Density Bonus Agreement includes an example of the calculation of Affordable Rent.

1.1.3 ***“Affordable Unit”*** means individually and ***“Affordable Units”*** means collectively the six (6) Residential Units within the Project to be rented by Owner to an Eligible Household at Affordable Rent in accordance with this Agreement and the Density Bonus Agreement.

1.1.4 ***“Agreement”*** and ***“Regulatory Agreement”*** means this Agreement and all attachments hereto.

1.1.5 ***“Base Units”*** means the thirty-two (32) Units that Owner would be authorized to develop on the Property without application of the State Density Bonus Law.

1.1.6 ***“City”*** means the City of Beaumont, California, and the City's successors and assigns.

1.1.7 **“City Attorney”** means the City Attorney for the City of Beaumont.

1.1.8 **“City Council”** means the City Council of the City of Beaumont.

1.1.9 **“City Manager”** means the City Manager for the City of Beaumont.

1.1.10 **“City Monitoring Fee”** means the fee paid every year after the Effective Date in the amount of twenty-five dollars (\$25.00) per completed Affordable Unit, to be paid to City (or City’s designee) by Owner to defray the costs incurred by City for monitoring compliance with the affordability covenants set forth in this Agreement. The twenty-five dollar (\$25.00) base amount (effective on the Effective Date) shall be increased annually by the percentage increase (between September of the year preceding and September of the current year) in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, for Urban Wage Earners and Clerical Workers, Los Angeles-Long Beach-Anaheim Average, All Items (1984 = 100). A “completed Affordable Unit” shall mean an Affordable Unit that has received a certificate of occupancy by City.

1.1.11 **“City’s Planning Commission”** means the Planning Commission for the City of Beaumont.

1.1.12 **“Density Bonus Agreement”** means the agreement referenced in Recital C of this Agreement.

1.1.13 **“Density Bonus Agreement Term”** means the period during which this Agreement shall be in full force and effect, as provided for in Section 3.1 below.

1.1.14 **“Density Bonus Units”** means the 15 Units in addition to the Base Units that Owner shall develop pursuant to the density allowance in the State Density Bonus Law and the terms and conditions of this Agreement, of which Owner would not be entitled to develop without providing the Affordable Units.

1.1.15 **“Effective Date”** means the date the City Council of City approves the Density Bonus Agreement.

1.1.16 **“Eligible Household”** means a Household whose income does not exceed the qualifying limit for “lower income households” pursuant to Health and Safety Code Section 50079.5 as it exists on the Effective Date, a copy of which is attached to the Density Bonus Agreement as Exhibit H, which, as of the date of this Agreement means persons and families whose income does not exceed the qualifying limit for lower income households as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, as published from time to time by HCD in the California Code of Regulations.

1.1.17 **“Home Office”** means a separate area or room in an Affordable Unit used for business purposes and claimed as a business expense pursuant to federal and state income tax laws. Any room used for business purposes shall not reduce the number of bedrooms that are required to be within an Affordable Unit pursuant to this Agreement and the Density Bonus Agreement.

1.1.18 **“Household”** means all persons residing in a Unit.

1.1.19 **“Housing Regulations”** means the regulations published from time to time by the California Department of Housing and Community Development pursuant to Health and Safety Code Section 50093, as they exist as of the Effective Date. A copy of the Housing Regulations are attached to the Density Bonus Agreement as Exhibit H.

1.1.20 **“Income Computation and Certification Form”** means the form used to determine and certify whether a potential renter is an Eligible Household, in a form approved by City (which may be the form attached hereto as Attachment 2).

1.1.21 **“Median Income”** means the Riverside County, California area median income, adjusted for family size appropriate to the unit, as periodically published by the State of California Department of Housing and Community Development in Section 6932, of Title 25 of the California Code of Regulations, or successor regulation. Upon request by Owner, City shall provide to Owner the amount of the Median Income.

1.1.22 **“Project”** means that certain residential development more particularly described in Recital B of this Agreement and Section 2 of the Density Bonus Agreement.

1.1.23 **“Residential Unit”** means a residential dwelling unit within the Project to be rented by Owner pursuant to this Agreement and the Density Bonus Agreement.

1.1.24 **“State Density Bonus Law”** means Government Code Sections 65915-65918 as it exists on the Effective Date.

1.1.25 **“Substitute Affordable Units”** means an equivalent Unit in terms of number of bedrooms for an Affordable Unit.

1.1.26 **“Unit”** means “Residential Unit.”

1.1.27 **“Unrestricted Units”** means the Residential Units within the Project to be rented by Owner to a Household without restriction.

1.2 Attachments. The following documents are attached to, and by this reference made a part of, this Regulatory Agreement:

- Attachment 1 — Legal Description of Property;
- Attachment 2 — Income Computation and Certification Form.

2. Development of the Project. City hereby acknowledges that Owner has completed the construction and development of the Project on the Property in accordance with the Density Bonus Agreement.

3. Affordability.

3.1 Term. The term of this Agreement (the “Density Bonus Agreement Term”) shall commence on the Effective Date and shall continue until the date that is thirty (30) years after the City issues the last certificate of occupancy for the Project. Owner may elect to substitute an equivalent Unit in terms of number of bedrooms and plan type (a “Substitute Affordable Unit”) for an Affordable Unit during the Density Bonus Agreement Term. In that event the affordability requirements hereunder with respect to the Affordable Unit shall be transferred to the Substitute Affordable Unit.

3.2 City Monitoring Fee. For purposes of defraying the monitoring activities required to ensure compliance with the State Density Bonus Law and affordability covenants set forth in this Agreement, Owner shall pay the City Monitoring Fee no later than December 31 of each year. City shall deliver to Owner an invoice for the City Monitoring Fee no later than November 30 of the same year for which payment will be due on December 31. In the event that City fails to deliver an invoice for the applicable year, then Owner shall have no obligation to pay the City Monitoring Fee for that year only, and Owner shall not be relieved of the payment obligation for any future City Monitoring Fees for which City timely delivers an invoice. City shall ensure that the funds received from the City Monitoring Fee shall be used to monitor compliance with the State Density Bonus Law and affordability covenants set forth in this Agreement.

4. Use Affordability Covenants. For the entirety of the Density Bonus Agreement Term, Owner shall own, operate, and maintain the Project by renting Affordable Units in accordance with the covenants and conditions of this Section 4.

4.1 General. Owner shall devote the Property for use as a residential rental community with associated amenities such as a clubhouse and ancillary uses including a leasing and/or sales office with all of the Affordable Units to be rented to and occupied or held available for occupancy only by Eligible Households at Affordable Rent. The Affordable Units shall be consistent with the requirements and conditions set forth in Planning Commission approval, which is attached to the Density Bonus Agreement as Exhibit E, and the Affordable Units shall be located throughout the Project, not clustered in one area or building, and shall be distributed in the same proportion as the Unrestricted Units within the Project. Owner may, subject to City’s written approval, which shall not be unreasonably withheld, increase the number of Affordable Units or alter the unit distribution as provided in this Section, provided that the Project has the minimum number of Affordable Units and the minimum distribution thereof as specified herein. The Affordable Units shall be constructed with the same exterior appearance and interior features, fixtures, and amenities, and shall use the same type and quality of materials as provided for the balance of the Unrestricted Units in the Project. Owner shall not permit the Residential Units to be utilized on a transient basis, or as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, trailer court or park, day care facilities, or non-residential uses (other than to maintain a Home Office).

4.2 Occupancy by Eligible Households. The lease for each Affordable Unit shall provide that it is to be used as the principal residence of that Affordable Unit’s Eligible Household and for no other purpose. The lease for an Affordable Unit may allow an Eligible Household to have a Home Office so long as the Affordable Unit is the Eligible Household’s principle residence. The lease shall further provide that an Eligible Household shall not lease or sublease its Affordable Unit



or its right of occupancy.

4.3 Occupancy Limits. The number of persons permitted to occupy each Affordable Unit shall not exceed the occupancy permitted pursuant to the general requirements of the United States Department of Housing and Urban Development in effect on the Effective Date of the Density Bonus Agreement. The lease for each Affordable Unit shall include a provision limiting the number of persons permitted to occupy each Affordable Unit in accordance with the preceding sentence and Owner shall enforce such occupancy restrictions.

4.4 Determination of Eligible Household Status. Immediately prior to any occupancy of an Affordable Unit, Owner shall obtain an Income Computation and Certification Form from each applicant for an Affordable Unit dated immediately prior to the date of initial occupancy of the Affordable Unit by such applicant. In addition, Owner shall provide such further information as may be reasonably required by City for purposes of verifying a tenant's status as an Eligible Household. Owner shall verify that the income provided by an applicant is accurate by obtaining the following as a part of the verification process: (a) the Social Security Number (if available) of the proposed purchaser; (b) copies of the federal and state income tax returns if filed by the proposed purchaser for the prior two (2) calendar years; (c) copies (if available) of the two most current wage earning statements of the proposed purchaser; (d) a certification as to the income and family size of the applicant; and (e) any other information that City may reasonably require to verify the income of the proposed purchaser. Owner shall maintain in its records each Income Computation and Certification Form obtained pursuant to this Section and Section 4.5 for a minimum period of three (3) years.

4.5 Recertification. Within sixty (60) days prior to the first anniversary date of the occupancy of an Affordable Unit by an Eligible Household, and on each anniversary date thereafter, or if preferred by Owner and approved in writing by City, within sixty (60) days prior to January 1 of each year, Owner shall recertify the income of such Eligible Household by obtaining a completed . Income Computation and Certification Form based upon the current income of each occupant of the Affordable Unit. In the event that recertification demonstrates that a Household's income exceeds the income permitted for Eligible Household status, Owner shall perform either of the following: (i) To the extent permitted by applicable law, the occupants' lease shall not be renewed and said occupants shall be required to vacate the unit within one hundred eighty (180) days after the recertification; or (ii) the next available Unrestricted Unit in the Project shall be leased as an Affordable Unit at Affordable Rent to an Eligible Household so that the Project will be in compliance with the covenants and conditions of this Agreement, and the previous Affordable Unit shall be redesignated as an Unrestricted Unit and the occupants thereof may be charged the amount of rent for an Unrestricted Unit.

4.6 Leasing Affordable Units. The Affordable Units shall be available for rental on a continuous basis and Owner shall not give preference to any particular class or group in renting Affordable Units, except to the extent that the Affordable Units are required to be rented to Eligible Households. Owner shall maintain a list of persons who have applied for an Affordable Unit and, should multiple tenants be equally eligible (as to income, credit history, and other nondiscriminatory criteria) and qualified to rent an Affordable Unit, Owner shall rent available Affordable Units to Eligible Households on a first qualified (with reasonable efforts made to qualify applicants in the order that the applications are received), first offered basis, or pursuant to a lottery system. Owner shall use commercially reasonable efforts to lease Affordable Units

that become available as quickly as possible. Owner shall market the Affordable Units to the citizens of the City of Beaumont on a nonexclusive basis.

4.7 Rental Agreement. The form of the lease agreement that will be entered into between Owner and Eligible Households shall be reasonably approved by City prior to the rental or leasing of any of the Affordable Units. Once approved, no material changes shall be made to the form of the lease agreement relating to the total rent to be paid by an Eligible Household, the qualification of an Eligible Household, or usage of the Affordable Unit, without City's prior written approval, which shall not be unreasonably withheld. The lease agreement shall obligate the Eligible Households to comply with the provisions set forth in this Agreement, and an Eligible Household who violates such requirements shall be in default under the rental agreement. Each lease agreement with an Eligible Household shall include a provision to the effect that the Owner has relied on the information provided by the Eligible Household on the Income Computation and Certification Form and all other supporting information supplied by the Eligible Household in determining qualification for occupancy of the applicable Affordable Unit, and that any material misstatement in such certification (whether or not intentional) shall be cause for immediate termination of such lease agreement. In addition, each lease agreement shall contain a provision that failure to cooperate with the annual recertification process may disqualify the Eligible Household as such and will be cause for immediate termination of such lease agreement. Any termination shall be subject to fair housing laws and other laws designed to protect the rights of tenants.

5. Termination and Release from Regulatory Agreement. The covenants set forth in this Regulatory Agreement shall remain binding and in effect from the date of its recording until the date the executed Termination and Release of Regulatory Agreement is recorded for the benefit of the Property in the Official Records for Riverside County, California for all of the Affordable Units. The Termination and Release of Regulatory Agreement shall be executed and recorded pursuant to the terms and conditions set forth in Section 4.5 of the Density Bonus Agreement.

6. No Discrimination. Owner shall not discriminate on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Section 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, or rental, or in the use, occupancy, or enjoyment of the Property, nor shall Owner itself, or any person claiming under or through it, establish or permit any such practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property or any portion thereof. The foregoing covenants shall run with the land.

7. Maintenance of Property. For the Density Bonus Agreement Term, Owner shall maintain or cause to be maintained the Property and all improvements on the Property in a good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders, and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction. City places prime importance on quality maintenance to ensure that residential developments which include affordable units within the City of Beaumont are not allowed to deteriorate due to substandard maintenance. In addition, Owner shall keep the Property free from all graffiti and any accumulation of debris or waste material. Owner shall make all repairs and replacements necessary to keep the improvements

in first class condition and repair and shall promptly eliminate all graffiti and replace dead and diseased plants and landscaping with comparable materials. In the event that Owner breaches any of the covenants contained in this Section 7, and such default continues for a period of five (5) days after written notice from a City or such longer period of time as is reasonably necessary to correct the condition (with respect to landscaping, graffiti, debris, waste material, and general maintenance) or thirty (30) days after written notice from City or such longer period of time as is reasonably necessary to correct the condition (with respect to building improvements), then City in addition to whatever other remedy it may have at law or in equity shall have the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the default. Pursuant to such right of entry, City shall be permitted (but not required) to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by City and/or costs of such cure, including a ten percent (10%) administrative charge, which amount shall be promptly paid by Owner to City upon demand.

8. Management. For the Density Bonus Agreement Term, Owner shall manage or cause to be managed the Project in accordance with this Agreement and Density Bonus Agreement. In the event of “Gross Mismanagement” (as that term is defined below), City shall have the authority to require that such Gross Mismanagement cease immediately and that management of the Property comply with this Agreement and the Density Bonus Agreement. City shall provide written notice to Owner of the event(s) of Gross Mismanagement occurring and Owner shall have thirty (30) days after receipt of such notice (or such shorter period as specified in this Agreement, or longer period as is reasonably necessary to correct the condition) to cure, correct, or remedy the event(s) of Gross Mismanagement identified in City’s notice and to notify City of the cure, correction, or remedy. For purposes of this Agreement the term “Gross Mismanagement” shall mean management of the Project in a manner which violates the terms of this Agreement and/or the Density Bonus Agreement and shall include, but is not limited to, the following:

- i. Knowingly allowing an Affordable Unit to be occupied by a person or Household that does not qualify as an Eligible Household;
- ii. Knowingly renting an Affordable Unit for more than Affordable Rent;
- iii. Allowing the prescribed occupancy levels to be exceeded without taking immediate action to stop such overcrowding; or
- iv. Failure to maintain the Property in the manner prescribed in Section 7.

9. Records. Owner shall maintain complete and accurate records pertaining to the Affordable Units for a period of no less than three (3) years (unless a longer period of time is expressly set forth herein), and shall permit any duly authorized representative of City to inspect the books and records of Owner pertaining to the Affordable Units.

10. Right to Inspect. City shall have the right to inspect the Property and the Affordable Units for purposes of assuring compliance with this Agreement during normal business

hours on not less than seventy-two (72) hours written notice.

11. Indemnification. Owner shall defend (with counsel of City's choosing and the consent of Owner, which shall not be unreasonably withheld, and which may be joint defense counsel upon City's and Owner's consent), indemnify and hold harmless City and its officers, officials, members, agents, employees, representatives, and volunteers from and against any loss, damage, costs, expenses, liability, claim, or judgment (collectively, "claims") relating to the operation of the Project and Residential Units as rental properties thereon, or Owner's performance under this Agreement, except to the extent claims are caused by the negligence or misconduct of City.

12. Insurance. Upon completion of construction of the Project and in no event later than the date upon which the first Residential Unit has received all required occupancy permits from the City and for the duration of this Regulatory Agreement, Owner shall procure and keep in full force and effect or cause to be procured and kept in full force and effect for the mutual benefit of Owner and City, and shall provide City evidence reasonably acceptable to City, of insurance policies meeting the minimum requirements set forth in this Section 12.

12.1 Types of Insurance Policies. The insurance policies to be maintained by Owner upon the date specified above and for the duration of the term of this Agreement are as follows:

- i. Commercial General Liability insurance with respect to the Property and the operations of or on behalf of Owner, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence combined single limit including products, completed operations, contractual, bodily injury, personal injury, death and property damage liability, subject to such increases in amount as City may reasonably require from time to time; provided, that the percentage increase in coverage shall not be required to exceed the percentage increase in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, for Urban Wage Earners and Clerical Workers, Los Angeles-Long Beach-Anaheim Average, All Items (1984 = 100) (the "Index"), from and after the date of this Agreement, or, if said Index is discontinued, such official index as may then be in existence and which is most nearly equivalent to said Index (the "CPI Adjustment"). Unless otherwise approved in advance by the City, the insurance to be provided by Owner may provide for a deductible or self-insured retention of not more than Twenty-Five Thousand Dollars (\$25,000.00), with such maximum amount to increase at the same rate as the periodic increases in the minimum amount of total insurance coverage set forth above. City and its officers, officials, members, employees, volunteers, agents, and representatives shall be named as additional insureds under such policy or policies.
- ii. With respect to the improvements and any fixtures and furnishings to be owned or leased by Owner on the Property, all risk property insurance against fire, vandalism, and malicious mischief, and such

other additional perils, hazards, and risks as now are or may be included in the standard “all risk” form in general use in Riverside County, California, with the standard form fire insurance coverage in an amount equal to full actual replacement cost thereof, as the same may change from time to time. City shall be a loss payee under such policy or policies and such insurance shall contain a replacement cost endorsement.

12.2 Policy Requirements. A copy of each paid-up policy evidencing such insurance (appropriately authenticated by the insurer) or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required herein, and containing the provisions specified herein, shall be delivered to City on or prior to the date specified in Section 12 above, and thereafter, upon renewals, not less than thirty (30) days prior to the expiration of coverage. City may, at any time, and from time to time, inspect and/or copy any and all insurance policies required to be procured by Owner hereunder. In no event shall the limits of any policy be considered as limiting the liability of Owner hereunder. In addition to the requirements set forth in Section 12.1, each insurance policy required to be carried by Owner pursuant to this Agreement:

- i. shall be primary insurance and not contributory with any other insurance which City or its officers, officials, members, employees, volunteers, agents, or representatives may have;
- ii. shall contain no special limitations on the scope of protection afforded to City or its officers, officials, members, employees, volunteers, agents, and representatives;
- iii. shall be “per occurrence” rather than “claims made” insurance;
- iv. shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability;
- v. shall provide that the policy will not be cancelled by the insurer or Owner unless there is a minimum of thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested to City;
- vi. shall be written by a California licensed insurer with a Best rating of not less than A:VII;
- vii. shall be endorsed to state that any failure to comply with the reporting provisions of the policies shall not affect coverage provided to City and its officers, officials, members, employees, volunteers, agents, and representatives; and
- viii. shall contain a waiver by the insurer of any right to subrogation against City, and its officers, officials, members, employees,

volunteers, agents, and representatives which arises or might arise by reason of any payment under such policy or policies or by reason of any act or omission of City or its officers, officials, members, employees, agents, or representatives.

13. Repair of Damage. If any improvements on the Property shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty, Owner shall promptly proceed to obtain insurance proceeds and provided the insurance proceeds are sufficient to restore the Property and the insurance proceeds are made available therefor by the secured lenders, take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the improvements to substantially the same condition as the improvements are required to be maintained pursuant to this Agreement, and Owner shall complete the same as soon as possible thereafter so that the Project can continue to be operated and occupied in accordance with this Agreement. In no event shall the repair, replacement, or restoration period exceed one year from the date of the destruction subject to events of force majeure unless City, in its sole and absolute discretion, approves a longer period of time; provided however, that to the extent there are delays caused by the City or any other governmental agency in processing permits, inspections or any other City police power responsibilities, or there are delays by the insurance company in processing and providing payment for a claim, each day of delay shall extend the time period by one day in which Owner shall carry out its obligations pursuant to this section. Nothing in this Section 13 is or shall be deemed to be a waiver or delegation away of any of City's police power and ability to enforce the law, policies, and regulations enacted pursuant thereto, including but not limited to the City's power and procedures to issue permits, conduct inspections, or any other police power responsibility that applies to the Property and Project.

14. Defaults and Remedies.

14.1 Defaults. Failure or delay by any Party to perform any term or provision of this Agreement which is not cured within thirty (30) days after receipt of notice from the other Party specifying the default (or such other period specifically provided herein) constitutes a default under this Agreement; provided, however, if such default is of the nature requiring more than thirty (30) days to cure, the defaulting Party shall avoid default hereunder by commencing to cure within such thirty (30) day period, and thereafter diligently pursuing such cure to completion within an additional sixty (60) days following the conclusion of such thirty (30) day period (for a total of ninety (90) days). Except as required to protect against further damages, the injured Party may not institute proceedings against the Party in default until the time for cure has expired. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. City hereby agrees to accept any cure offered by any limited partner or lender to Developer on the same basis as if such cure were offered by Developer.

14.2 Rights and Remedies are Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

15. Miscellaneous.

15.1 Entire Agreement. This Agreement and the Density Bonus Agreement and all of the exhibits and attachments thereto set forth and contain the entire understanding and agreement of the Parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein or therein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

15.2 Attorneys' Fees and Costs. If either Party to this Agreement commences an action against the other Party to this Agreement arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, expert witness fees, costs of investigation, and costs of suit from the losing Party.

15.3 [Intentionally deleted.]

15.4 Interpretation; Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California without regard to conflict of law principles. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof.

15.5 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

15.6 Third Party Beneficiaries. No person or entity, other than City and Owner, shall have any right of action based upon any provision of this Agreement.

15.7 Notices.

15.7.1 Delivery. As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder. All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) two (2) days after deposit in the United States mail in a sealed envelope, first class mail and postage prepaid, and addressed to the recipient named below; or (iv) one (1) day after deposit with a known and reliable next-day document delivery service (such as Fed Ex), charges prepaid and delivery scheduled next-day to the recipient named below, provided that the sending party receives a confirmation of delivery from the delivery service

provider; or (v) the first business day following the date of transmittal of any facsimile, provided confirmation of successful transmittal is retained by the sending Party. All notices shall be addressed as follows:

If to City:	City of Beaumont 550 East Sixth Street Beaumont, CA 92223 Attn: Director of Director of Planning Phone No: (951) 769-8518 Facsimile No: (951) 769-8526
With a copy to:	Slovak Baron Empey Murphy & Pinkney LLP 1800 East Tahquitz Canyon Way Palm Springs, CA 92262 Phone No: (760) 322-2275 Facsimile No: (760) 322-2107
If to Developer:	LINC-Beaumont APTS LP 555 E. Ocean Blvd, Suite 900 Long Beach, CA 90802 Attn: Michael De La Torre Phone No: (562) 684-1120 Facsimile No: (562) 684-1137
With a copy to:	Carle, Mackie, Power & Ross LLP 100 B Street, Suite 400 Santa Rosa, CA 95401 Attn: Henry Loh Phone: (707) 526-4200 Facsimile: (707) 526-4707 hloh@cmprlaw.com
With a copy to:	[investor and lender addresses TBD] [_____] ] [_____] ]

15.7.2 Change of Address. Either Party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

15.8 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

15.9 Singular and Plural. As used herein, the singular of any word includes the plural, and vice versa, as context so dictates. Masculine, feminine, and neuter forms of any word include the other as context so dictates.



15.10 Joint and Several Obligations. If at any time during the term of this Agreement the Property and/or Project is owned, in whole or in part, by more than one Owner, all obligations of such Owner under this Agreement shall be joint and several, and the default of any such Owner shall be the default of all such Owners.

15.11 Computation of Days. Unless otherwise specified in this Agreement or any attachment hereto, use of the term “days” shall mean calendar days. For purposes of this Agreement and all attachments hereto, “business days” shall mean every day of the week except Saturdays, Sundays, and official State holidays as recognized in Government Code Section 19853(a) or successor statute.

15.12 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.

15.13 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

15.14 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all permitted successors in interest to the Parties to this Agreement. 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 hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each Party and each successor in interest approved pursuant to this Agreement during ownership of the Property or any portion thereof.

15.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

15.16 Further Actions and Instruments. Each of 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 acknowledgment 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. City hereby authorizes City Manager to take such other actions and negotiate and execute any additional agreements as may be necessary or proper to fulfill the City’s obligations under this Agreement. The City Manager may delegate her or his powers and duties under this Agreement to an authorized management level

employee of the City.

15.17 Covenants Run with the Land. The Property shall be held, sold, conveyed, hypothecated, encumbered, used, occupied and improved subject to the covenants, conditions, and restrictions set forth herein. The covenants, conditions, restrictions, reservations, equitable servitudes, liens and charges set forth in this Agreement shall run with the Property and shall be binding upon Owner and all persons having any right, title or interest in the Property, or any part thereof, their heirs, and successive owners and assigns, shall inure to the benefit of City and its successors and assigns, and may be enforced by City and its successors and assigns. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of City and its successors and assigns, and the parties hereto expressly agree that this Agreement and the covenants herein shall run in favor of City, without regard to whether City is or remains an owner of any land or interest therein to which such covenants relate. Furthermore, all of the covenants, conditions, and restrictions contained herein shall also constitute easements in gross running in favor of City. City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. Owner hereby declares its understanding and intent that the burden of the covenants set forth herein touch and concern the land and that the Owner's interest in the Property is rendered less valuable thereby. Owner hereby further declares its understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Property by the citizens of City and by furthering the health, safety, and welfare of the residents of City.

15.18 Subordination. City's approval of the necessary land use entitlements that authorize Owner to develop, operate, and maintain the Project was based upon Owner's obligation to provide the Affordable Units pursuant to the State Density Bonus Law and the terms and conditions of this Agreement. For the Density Bonus Agreement Term, this Agreement and the Density Bonus Agreement shall have priority over any and all mortgages, deeds of trust, and other similar forms of secured financing recorded against the Property or any portion thereof. Owner expressly understands and acknowledges that state law requires preservation of affordability covenants in connection with the approval of this density bonus project.

15.19 Authority to Execute. The person or persons executing this Agreement on behalf of each Party warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind the Party to the performance of its obligations hereunder.

15.20 Counterparts. This Agreement may be executed in two or more separate counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall, together, constitute and shall be one and the same instrument. This Agreement shall not be effective until the execution and delivery by the Parties of at least one set of counterparts. The Parties hereunder authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

15.21 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the Party's control (including the Party's employment force), court actions (such as restraining orders or injunctions), or other causes beyond the Party's control, including delays by any governmental entity (although the City may not benefit from this provision for a delay that results from City's failure to perform its obligations under this Agreement), or an insurance company of either party. If any such events shall occur, the term of this Agreement and the time for performance by either Party of any of its obligations hereunder may be extended by the written agreement of the Parties for the period of time that such events prevented such performance.

[signatures on next page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year set forth in the preamble above.

“CITY”  
CITY OF BEAUMONT  
California municipal corporation

By: \_\_\_\_\_  
Julio Martinez  
Its: Mayor

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

\_\_\_\_\_  
City Attorney

“DEVELOPER”  
LINC-BEAUMONT APTS LP,  
a California limited partnership

By: LINC-Beaumont APTS LLC,  
a California limited liability company,  
its General Partner

By: LINC Community Development Corporation,  
a California nonprofit public benefit corporation,  
its Sole Member

By: \_\_\_\_\_  
Name: Suny Lay Chang

Title: Senior Vice President and Director of Housing Development

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**ATTACHMENT 1  
To Regulatory Agreement**

**LEGAL DESCRIPTION OF PROPERTY**

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1 of Parcel Map 26990, in the City of Beaumont, County of Riverside, State of California, on file in Book 172, Pages 65 and 66, of Parcel Maps, Records of Riverside County, California.

ATTACHMENT NO. 1

**ATTACHMENT 2**  
**To Regulatory Agreement**  
**INCOME CERTIFICATION FORM**

[Attached]

ATTACHMENT NO. 2



**EXHIBIT "D"**  
**TO DENSITY BONUS HOUSING AGREEMENT**

**Termination and Release of Regulatory Agreement (and Attachments)**

**[Attached]**

**EXHIBIT "D"**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED RETURN TO:

City of Beaumont  
550 East Sixth Street  
Beaumont, CA 92223  
Attn: Director of Director of Planning

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

---

This Termination Release of Regulatory Agreement is recorded at the request and for the benefit of the City of Beaumont and is exempt from the payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

**TERMINATION AND RELEASE OF REGULATORY AGREEMENT**

This TERMINATION AND RELEASE OF REGULATORY AGREEMENT (the "Termination and Release of Regulatory Agreement") is being entered into by and between (i) the CITY OF BEAUMONT, a California municipal corporation (hereinafter "City"), and (ii) LINC-BEAUMONT APTS LP, a California limited partnership (hereinafter "Owner"). City and Owner are hereinafter sometimes referred to collectively as the "Parties" and individually as a "Party."

**RECITALS:**

A. Owner is the owner in fee of that certain real property located in the City of Beaumont, County of Riverside, State of California, more particularly described in the legal description attached hereto as Exhibit No. 1 (the "Property") and incorporated by this reference.

B. On or about \_\_\_\_\_, Owner and City entered into that certain Density Bonus Housing Agreement (the "Density Bonus Agreement") relating to the Property. The Density Bonus Agreement is a public record and is available for inspection and copying in the office of the City Clerk of City located at 550 East Sixth Street, City Beaumont, County of Riverside, State of California. Any capitalized terms not defined herein shall have the meanings ascribed to such terms in the Density Bonus Agreement.

C. The Owner has developed on the Property a 47-unit affordable rental residential community (the "Project"). Pursuant to a City condition of approval for the Project and the Density Bonus Agreement, Owner was required to develop 47 of said units (the "Affordable Units") to be rented at Affordable Rent to Eligible Households.

D. Pursuant to the Density Bonus Agreement, Owner was required to execute and record that certain Regulatory Agreement and Declaration of Covenants and Restrictions (the "Regulatory Agreement"), recorded on \_\_\_\_\_ 2019, as Instrument No. \_\_\_\_\_ of the Official Records for Riverside County, California. The Regulatory Agreement was recorded against the Property, to provide constructive notice thereof to any successors or assigns of Owner's

fee interest of the Property, and to memorialize and impose the restrictive covenants, including the affordability covenants that six (6) Units were to be rented at Affordable Rent to Eligible Households during the Density Bonus Agreement Term.

E. Pursuant to the Density Bonus Agreement and the Regulatory Agreement, after the expiration of the Density Bonus Agreement Term, Owner and City are required to execute and record or cause to be executed and recorded for the benefit of the Property this Termination and Release of Regulatory Agreement, whereupon the Property and Project would be released from the terms and conditions of the Regulatory Agreement, and Owner would be released from its obligations under the Density Bonus Agreement.

#### COVENANTS :

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, Owner and City agree as follows:

1. From and after the date that this Termination and Release of Regulatory Agreement is recorded, neither the Property nor the Project shall be bound or burdened by any of the provisions set forth in the Regulatory Agreement.

2. City shall cooperate in executing any further or additional documents, in recordable form if necessary, as may be reasonably requested by any existing or prospective owner or holder of a mortgage or deed of trust of, in, or to any of the Property and/or Project to confirm said Termination and Release of Regulatory Agreement. The form of any such additional documents shall be prepared by such existing or prospective owner or holder at no cost to City, and shall be in a form approved by the City Attorney.

3. City does hereby certify that the Density Bonus Agreement Term has expired, and that the Property is hereby released from any further obligations set forth in the Density Bonus Agreement.

4. This Termination and Release of Regulatory Agreement shall not constitute evidence of compliance with or satisfaction of any obligation of Owner to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the construction of the Project on the Property or any part thereof or operation of the Project.

[signatures on next page]

IN WITNESS WHEREOF, City has executed this Termination and Release of Regulatory Agreement as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

CITY OF BEAUMONT, a California municipal corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_  
City Attorney

“DEVELOPER”

LINC-BEAUMONT APTS LP,  
a California limited partnership

By:LINC-Beaumont APTS LLC,  
a California limited liability company,  
its General Partner

By:LINC Community Development Corporation,  
a California nonprofit public benefit corporation,  
its Sole Member

Dates: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature\_\_\_\_\_

**EXHIBIT NO. 1  
TO TERMINATION AND RELEASE  
OF REGULATORY AGREEMENT**

**LEGAL DESCRIPTION OF PROPERTY**

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1 of Parcel Map 26990, in the City of Beaumont, County of Riverside, State of California, on file in Book 172, Pages 65 and 66, of Parcel Maps, Records of Riverside County, California.

**EXHIBIT NO. 1**

**EXHIBIT "E"**  
**TO DENSITY BONUS HOUSING AGREEMENT**

**Application**

**[Attached]**

**EXHIBIT "E"**



**EXHIBIT "F"**  
**TO DENSITY BONUS HOUSING AGREEMENT**

**Planning Commission Minute Order &  
Conditions of Approval**

**[Attached]**

**EXHIBIT "F"**

**EXHIBIT "G"**  
**TO DENSITY BONUS HOUSING AGREEMENT**

**Government Code Sections 65915-65918**

**[Attached]**

**EXHIBIT "G"**

**EXHIBIT "H"**  
**TO DENSITY BONUS HOUSING AGREEMENT**

**Health and Safety Code Sections**

**[Attached]**

**EXHIBIT "H"**

**EXHIBIT "I"**  
**TO DENSITY BONUS HOUSING AGREEMENT**

**Housing Regulations**

**[Attached]**

**EXHIBIT "I"**

**EXHIBIT “J”**  
**TO DENSITY BONUS HOUSING AGREEMENT**

**Calculation of Affordable Rent**

**[Attached]**

**EXHIBIT “J”**

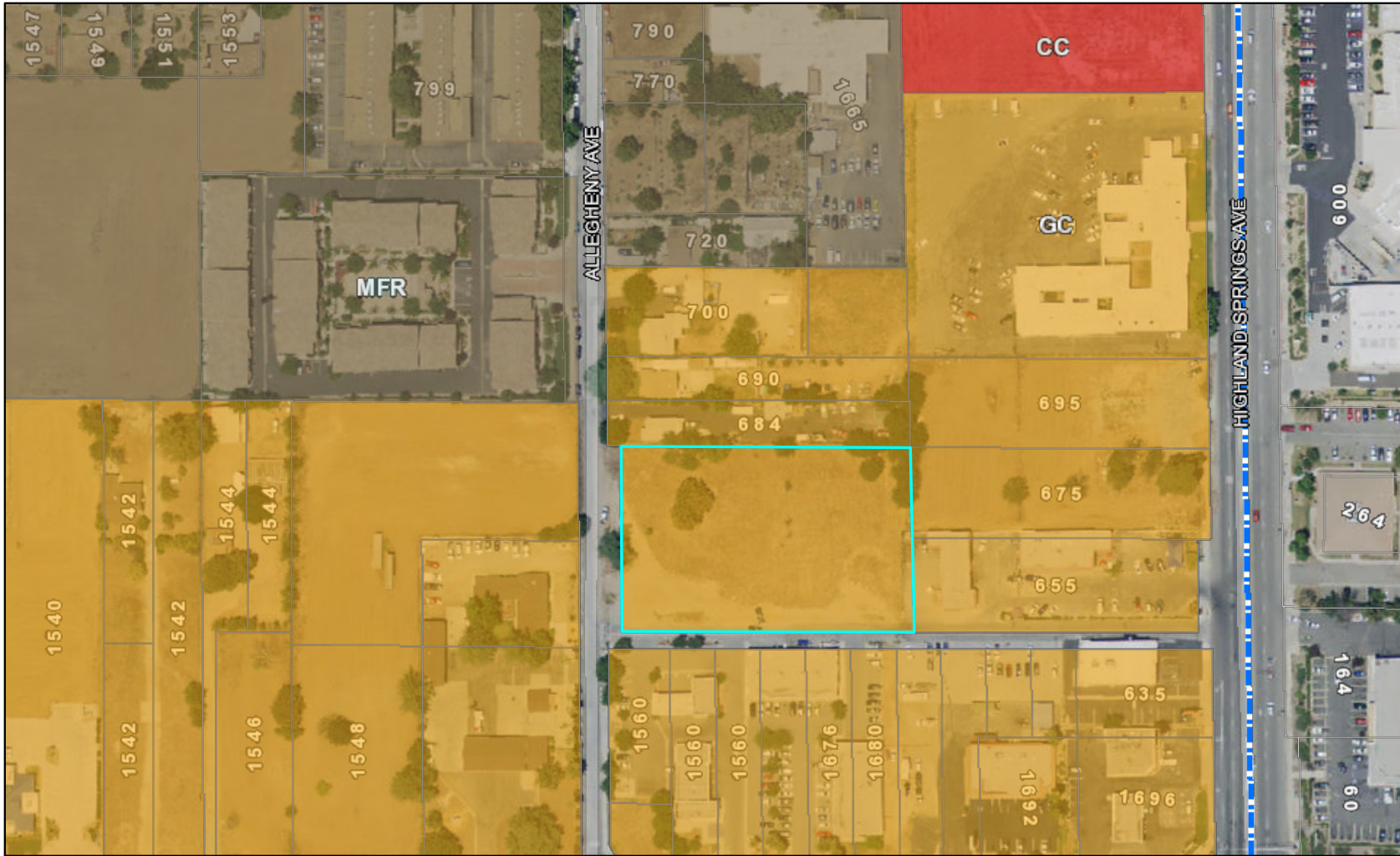
**EXHIBIT "K"**  
**TO DENSITY BONUS HOUSING AGREEMENT**

**Notice of Exemption**

**[Attached]**

**EXHIBIT "K"**

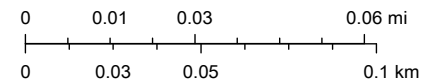
# PP2019-0223 General Plan Land Use Designation



9/23/2019 10:41:33 AM

1:2,257

- |                           |                          |                               |                             |
|---------------------------|--------------------------|-------------------------------|-----------------------------|
| General Plan              | Multi-Family Residential | Industrial                    | Beaumont Avenue Overlay     |
| Rural Residential         | General Commercial       | Commercial Industrial Overlay | Public Facilities           |
| Single-Family Residential | Community Commercial     | Urban Village Overlay         | Recreation and Conservation |

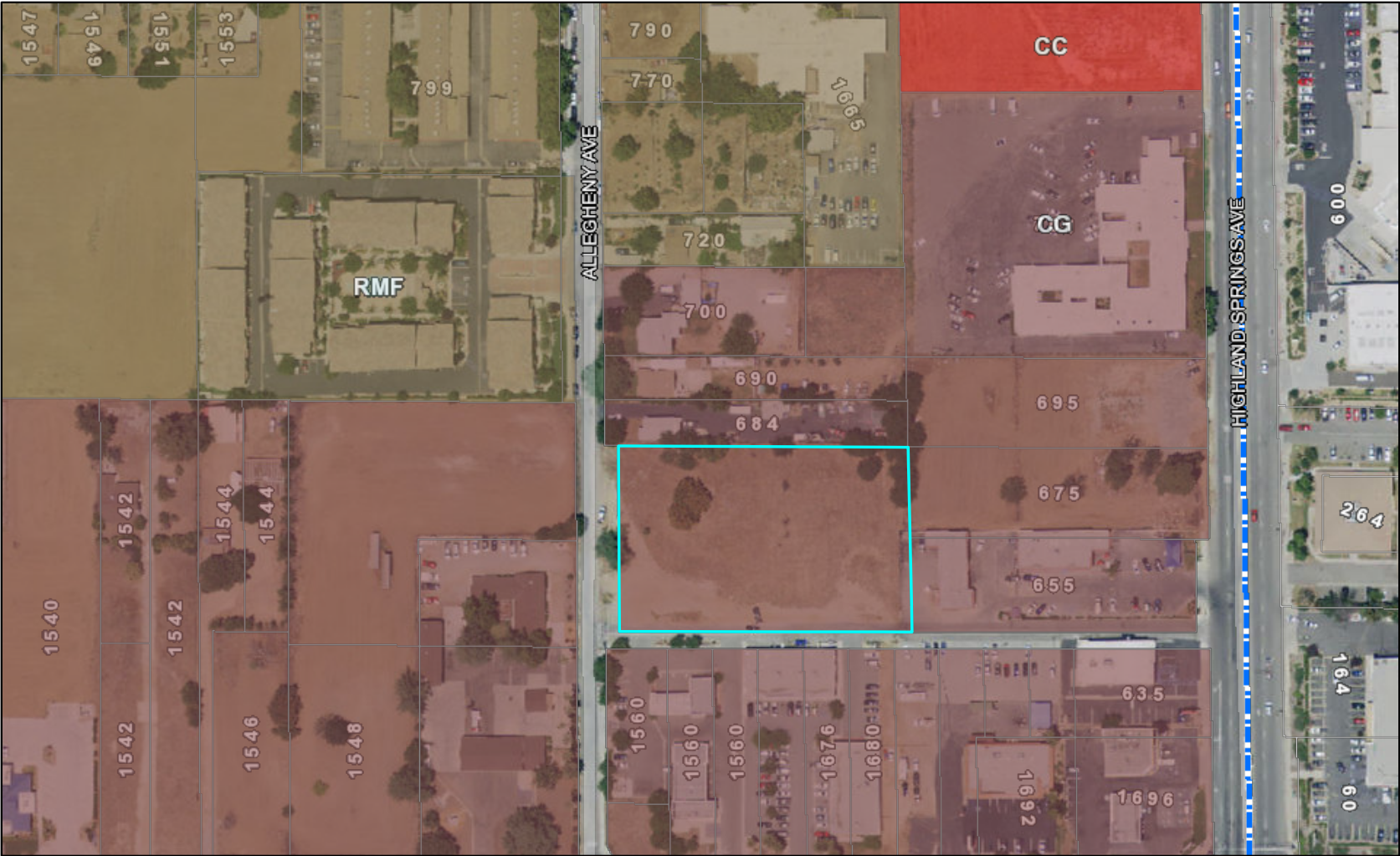


City of Beaumont



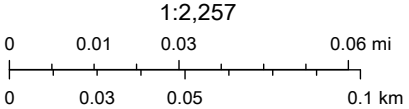


# PP2019-0223 Zoning Map



9/23/2019 10:50:47 AM

- |                           |                          |                          |                          |
|---------------------------|--------------------------|--------------------------|--------------------------|
| <b>Zoning</b>             | Residential Multi-Family | Commercial Community     | Beaumont Avenue Overlay  |
| Rural Residential         | Specific Plan Area       | Commercial Manufacturing | Mineral Resource Overlay |
| Residential Single-Family | Commercial General       | Manufacturing            | Public Facilities        |



City of Beaumont

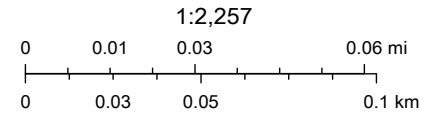


# PP2019-0223 Aerial Photograph



9/23/2019 10:51:39 AM

- Parcels
- Minor Streets
- Labels
- Parcel Labels
- Highways/Major Streets
- City Boundary



City of Beaumont





## Staff Report

TO: Planning Commissioners

FROM: Carole Kendrick, Senior Planner

DATE: October 8, 2019

SUBJECT: Conditional Use Permit CUP2019-0041 for an On-Sale License (Type 41) for the Sale of Beer and Wine at an Existing Restaurant (Grumpy Tom's) Located at 762 Beaumont Avenue in the Beaumont Avenue Overlay zone (APN: 418-072-002).

APPLICANT: Grumpy Tom's Inc.

---

### **Background and Analysis:**

The Municipal Code of the City of Beaumont requires the approval of a conditional use permit by the Planning Commission for alcohol sales. The purpose of this requirement is to establish a formal review of such proposals, which involves conducting a public hearing and giving written notice to property owners within a 300-foot radius of the site. Through the conditional use permit process, the Planning Commission has the opportunity to determine if the use proposed, or the location of that use, is compatible with surrounding uses, or through conditions, can be made compatible. The Planning Commission can either deny or approve the proposal and may establish conditions of approval for the business' operations to ensure that it will not be a detriment to the community.

The State of California, Alcoholic Beverage Control Agency (ABC) is charged with regulating businesses which involve the sale of alcoholic beverages. In order for an applicant to obtain the approval of ABC, the local City must first issue a "certificate of public convenience or necessity." As provided for in the Municipal Code, the Planning Commission's approval of a conditional use permit satisfies this requirement.

The subject site is an existing restaurant within the Beaumont Towne Centre. Grumpy Tom's has been in operation since 2017 under Administrative Plot Plan PP2017-0052. The building was constructed in 1964 and has six (6) suites that include the Players' Lounge, a smoke shop, a water store, a laundromat and a dance studio. The Chamber of Commerce is located to the south and a multi-tenant commercial retail and office building is located to the north.

The project setting can also be seen in the following materials attached to this Project Analysis:

- General Plan Land Use Map (Attachment No. C)
- Zoning Map (Attachment No. D)
- Aerial Photograph (Attachment No. E)

	LAND USE	ZONING	GENERAL PLAN
<b>PROJECT SITE</b>	Beaumont Towne Centre	BAO (Beaumont Avenue Overlay)	BAO (Beaumont Avenue Overlay)
<b>NORTH</b>	Multi-Tenant Retail Commercial Center	BAO (Beaumont Avenue Overlay)	BAO (Beaumont Avenue Overlay)
<b>SOUTH</b>	Chamber of Commerce	BAO (Beaumont Avenue Overlay)	BAO (Beaumont Avenue Overlay)
<b>EAST</b>	Single Family Residential	BAO (Beaumont Avenue Overlay)	BAO (Beaumont Avenue Overlay)
<b>WEST</b>	Citibank	BAO (Beaumont Avenue Overlay)	BAO (Beaumont Avenue Overlay)

The applicant is requesting Type 41 general liquor sales license. A Type 41 license is defined by the Alcohol Beverage Control as:

**On-sale beer and wine – Eating Place** (Restaurant) Authorizes the sale of beer and wine for consumption on or off the premises where sold. Distilled spirits may not be on the premises (except brandy, rum, or liqueurs for use solely for cooking purposes). Must operate and maintain the licensed premises as a bona fide eating place. Must maintain suitable kitchen facilities and must make actual and substantial sales of meals for consumption on the premises. Minors are allowed on the premises.

**Bona Fide Eating Place** Licensed premises that are maintained in good faith and used for the regular service of meals to patrons. The premises must have suitable kitchen facilities and supply an assortment of foods commonly ordered at various hours of the day.

The building is suitable for a restaurant establishment and the issuance of an Off-Sale General license by the State. The license would be complimentary to the primary use of the suite as a restaurant.

The key issues related to approval of alcohol sales involve the appropriateness of the location and the nature and manner of operations to be conducted. With regard to location, the site is zoned Beaumont Avenue Overlay (BAO) and is inside an existing commercial center. Alcohol sales are allowed in the Beaumont Avenue Overlay zone subject to a Conditional Use Permit.

The conditional use permit form of approval allows the City to monitor the subject use and to initiate proceedings for revocation of the permit if the conditions are violated or if the use otherwise becomes a public nuisance. Sufficient protection exists for maintenance of the public health, safety, and welfare.

**Site Plan/Site Design.** The existing commercial shopping center currently consists of three (3) retail commercial buildings. All parcels in the shopping center are currently under one (1) ownership, with the exception of the Chamber of Commerce building. The site has a central parking field in front of the structures.

As shown in the attached Aerial Photograph (Attachment E), Grumpy Tom's is currently located in the central building in the northernmost suite.

**Lighting.** There is existing street lighting on Beaumont Avenue that also provides light in the parking areas adjacent to Beaumont Avenue. The Applicant is not proposing any changes to the site lighting at this time. Staff has determined that adequate lighting is provided on site for pedestrians to safely navigate in the evening hours.

**Circulation and Parking.** The shopping center currently has two (2) driveways, one (1) on Beaumont Avenue and one (1) 8th Street. The site can also be accessed by an alley that runs parallel to Beaumont Avenue on the east side of the building. The shopping center is existing and provides adequate parking in front of the building via a two-way drive aisle with angled parking spaces.

**Hours of Operation.** The restaurant is currently operating between 11am and 9pm, Monday through Thursday, 11am to 10pm on Friday and Saturday, and 11am to 8pm on Sundays. The applicant does not intend to modify the hours of operation.

**Census Tract Information:**

The California Department of Alcoholic Beverage Control (ABC) is the regulatory agency that issues licenses for the sale of alcoholic beverages. According to Alcohol Beverage Control, one (1) On-sale license is allowed in Census Tract 440, based on current population ratios, and currently there are 10 on-sale licenses issued within this Census Tract, which are listed below. The on-sale license report is attached as Attachment F and a map showing the boundaries of the Census Tract is included as Attachment G.

- La Casita Nueva Mexican Grill
- New York Pizzeria

- Tacos & Beer
- Beaumont Mexican Grill & More
- Frijoles
- Casa Palacios Mexican Restaurant
- Craft Lounge Taproom and Bottleshop
- Ramona's Mexican Café
- Mr. Taco
- Players' Lounge

ABC's threshold for issuing On-Sale licenses is one retail license for each 1,060 people within a Census Tract. When this threshold is exceeded, the Census Tract is deemed to have "undue concentration," or more licenses issued than recommended. Therefore, a Public Convenience or Necessity determination will be required.

ABC also has recommended separation requirements from sensitive uses. The proposed use is located at least 600 feet, as measured from property line to property line, from existing public or private schools and public parks. The subject property is located 650 feet from Palm Elementary School and 700 feet from Stewart Park. The subject site is located approximately 300 feet from the Beaumont Presbyterian Church, however the church is located on the northeast corner of Euclid Avenue and 7th Street and will not be impacted by the addition of on-site alcohol sales at this location.

ABC will not license a new retail location within 100 feet of a residence unless the applicant can establish that the operation of the proposed premises will not interfere with the quiet enjoyment of the property by residents. The subject site, as measured from building to building is located approximately 100 feet from the nearest residential home.

**PUBLIC COMMUNICATIONS RECEIVED:**

Property owners located within a 300-foot radius of the project site were notified of the public hearing on September 27, 2019, with a 10-day hearing notice in addition to a public notice in the Press Enterprise. At the time of report preparation, the Planning Department has not received any letters of comment from the public in favor or opposition to the project. Any 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.

**ENVIRONMENTAL DOCUMENTATION:**

The project is exempt from provisions of the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15301 in that information contained in the project file and documents incorporated herein by reference demonstrates that: Conditional Use Permit CUP2019-0041 is consistent with the Beaumont Avenue Overlay General Plan designation and all applicable General Plan policies as well as the applicable zoning designation; the proposed project site is located within the boundaries of the City of Beaumont; Conditional Use Permit CUP2019-0041 has no value as habitat for endangered, rare or threatened species; there is no substantial evidence in the record that Conditional Use Permit



CUP2019-0041 will result in significant effects related to traffic, noise, air quality or water quality in that the proposed project incorporated and otherwise is subject to air and water quality resource agency design requirements to avoid an harmful effects; and the site is or can be adequately served by all required utilities and public services. As such, the project meets the criteria for application of a Class 01 (Existing Facilities) Categorical Exemption under the CEQA Guidelines. Additionally, none of the exceptions provided in CEQA Guidelines Section 15300.2 apply to this project.

#### **FINDINGS:**

The Planning Commission may approve and/or modify a Conditional Use Permit in whole or in part, with or without conditions, provided that all of the following findings of fact are made:

1. The proposed use is one conditionally permitted within the subject zone and complies with the intent of all applicable provisions of this Zoning Ordinance. *The on-site sale of alcohol sales is conditionally permitted in the zoning ordinance. Approval of this use would be consistent with conditionally allowable uses.*
2. The proposed use would not impair the integrity and character of the zone in which it is to be located. *The Beaumont Avenue Overlay allows for restaurants with alcohol sales subject to conditional use permit approval. Allowing onsite alcohol sales (beer and wine) in this zone would be consistent with existing and surrounding uses in the area and would not impair the zone's integrity.*
3. The subject site is physically suitable for the type of land use being proposed. *The site is currently operating as Grumpy Tom's pizzeria and allowing the on-site sale of alcohol (beer and wine) is physically suitable. The site is a multi-tenant center with a variety of uses, operational hours and shared parking spaces. The site has adequate access for circulation and emergency response. This application has been reviewed by the City's public safety officers and is found to be compatible.*
4. The proposed use is compatible with the land uses presently on the subject property. *The multi-tenant center is anticipated to a variety of uses and operating hours. Allowing beer and wine sales at the existing restaurant location would be compatible with existing business at the site. The center was previously designed to accommodate a variety of retail and service-oriented business.*
5. The proposed use would be compatible with existing and future land uses within the zone and the general area in which the proposed use is to be located. *A restaurant allowing the on-site sale of beer and wine is compatible with current and future land uses in the Beaumont Avenue Overlay zone. The zone is intended to provide for the general public a variety of uses including retail, food service and commercial businesses. The use is also consistent with what will be allowed in the future area zoning and in the general plan update.*
6. There would be adequate provisions for water, sanitation, and public utilities and services to ensure that the proposed use would not be detrimental to public health and safety. *The site is adequately served by all public utilities.*
7. There would be adequate provisions for public access to serve the subject proposal. *The site was constructed to accommodate a variety of users. There is adequate access*

*to the site to serve the public and provide for public safety access as was determined through project review and the conditions of approval.*

8. The proposed use is consistent with the objectives, policies, general land uses, and programs of the City of Beaumont General Plan. *The proposed use is consistent with the overall General Plan and its contents. The City strives to provide a variety of businesses for its residents, job opportunities, and improvements to the aesthetics of the City. Allowing this use in the Beaumont Avenue Overlay zone works toward achieving these goals.*
9. The proposed use would not be detrimental to the public interest, health, safety, convenience, or welfare. *The proposed use will not be detrimental to the public interest, health, safety, convenience, or welfare because as conditioned, the restaurant must comply with guidelines established by the City's public safety departments.*
10. The proposed design and elevations preserve and maximize the image, character, and visual quality of the neighborhood. *The center is existing, and the applicant is not proposing any changes to the elevations therefore there will be no impact to the image, character or visual quality of the neighborhood.*
11. The Planning Commission shall find that the proposed use does not have a disproportionately high and adverse human health or environmental effect on minority and low-income populations. *The proposed use will enhance the restaurant offerings by providing beer and wine options to patrons. The restaurant occupies one of many buildings in the shopping center. The sale of beer and wine is incidental to the primary use. There will be no new environmental impacts as a result.*

**Incorporated herein by Reference:**

- City of Beaumont General Plan
- City of Beaumont Zoning Ordinance
- Project Site's Riverside Conservation Authority Multi-Species Habitat Conservation Plan Informational Map
- Contents of City of Beaumont Planning Department Project File CUP2019-0041 & PP2017-0052

**Fiscal Impact:**

The proposed conditional use permit has no financial impact.

**Recommendation:**

1. Hold a Public Hearing and;
2. Approve Conditional Use Permit CUP2019-0040, subject to the proposed conditions of approval and the findings stated herein; and,
3. Direct staff to prepare a Notice of Exemption for the applicant to record with the County Clerk.

**Attachments:**

[Attachment A - Draft Conditions of Approval](#)

[Attachment B - Floor Plan](#)

[Attachment C - General Plan Land Use Designation](#)

[Attachment D - Zoning Map](#)

[Attachment E - Aerial Photograph](#)

[Attachment F - ABC License Report for Census Tract 440](#)

[Attachment G - Census Tract 440](#)





**CITY OF BEAUMONT  
PLANNING DEPARTMENT  
CONDITIONS OF APPROVAL**

**Planning Commission  
Approval:**  
  
**DRAFT**

**PLANNING COMMISSION DATE: OCTOBER 8, 2019**

**PROJECT NO.:**            **CONDITIONAL USE PERMIT CUP2019-0041**  
**APPLICANT:**            Grumpy Tom’s Inc.  
**OWNER:**                 Thomas Daniel  
**APN:**                     418-072-002  
**LOCATION:**                762 Beaumont Avenue  
**DESCRIPTION:**         Conditional Use Permit for an On-Sale License (Type 41) for the Sale of Beer and Wine at an Existing Restaurant (Grumpy Tom’s) Located at 762 Beaumont Avenue in the Beaumont Avenue Overlay zone.

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.

**PLANNING CONDITIONS**

1. The permit for the above referenced plot plan and property consists of all Conditions of Approval herein.
2. The use hereby permitted is for the establishment of a Type 41 On-site sale of beer and wine at 762 Beaumont Avenue, in the Beaumont Avenue Overlay zone.
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 **Conditional Use Permit CUP2019-0041**. 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 17.02.100 Conditional Use Permits and is subject to timing specified in Sections (J) Conditional Use Permit Time Limits, (K) Conditional Use Permit Lapse in Time, (L) Conditional Use Permit Renewal and (M) Lapsing in Conditional Use Permit.

**Conditional Use Permit CUP2019-0041**  
**Conditions of Approval**  
**Page 2**

5. This permit shall be for the use and plan specifically approved at this location. The permit shall not be transferrable to another location and any modification to the site plan may require a new plot plan approval.
6. The floor plans of the project shall substantially conform to the plans submitted and approved.
7. The 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. All subsequent submittals required by these conditions of approval, including but not limited to landscape plans, grading plans, building plans, improvement plans or mitigation monitoring plans, shall be subject to the payment of review fees by the permittee as set forth herein.
9. If any of the conditions of approval are violated, or if the use otherwise become a public nuisance as set forth in the Beaumont Municipal Code, the conditional use permit may be revoked as prescribed in the Municipal Code.
10. The Planning Commission herewith grants a “certificate of convenience and necessity” for Type 21 – Off-Sale of Beer, Wine and Distilled Spirits License for sales at 1575 E. 2nd Street in the San Geronio Village Specific Plan.
11. The sale of alcoholic beverages shall be limited to the hours of operation.
12. The conditions as established by the State of California, Alcohol Beverage Control, shall be fully complied with in the operation of the business.
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 substantial problems result from the operation.
14. The applicant shall be responsible for securing clearance, permits and approvals from all relevant agencies, including the Building Department, Fire Department, Health Department, ABC and any other necessary departments or agencies.
15. This permit shall be for the benefit of the applicant in whose name the permit was issued, for the specific approved location. The permit shall not be transferrable to another individual or location.

**Conditional Use Permit CUP2019-0041**  
**Conditions of Approval**  
**Page 3**

16. All signage shall be developed in conformance with the zoning ordinance of the Beaumont Municipal Code, the San Gorgonio Village Specific Plan Sign Program and Alcohol Beverage Control requirements.

**POLICE DEPARTMENT**

17. All exterior lighting on the site shall remain functional and be kept on during all hours of darkness. Exterior lighting shall be sufficient to illuminate the storefront 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.

18. The address of the business shall be clearly visible from the front of the building and shall be illuminated during hours of darkness.

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

a. Police officers, sheriff's deputies, and ABC investigators are sworn law enforcement officers (peace officers) with powers of arrest. Whether in plainclothes or uniform, peace officers have the legal right to visit and inspect any licensed premises at any time during business hours without a search warrant or probable cause. It is legal and reasonable for licenses to exclude the public from some areas of the premises. However, licensees cannot and must not deny entry to, resist, delay, obstruct or assault a peace officer (Sections 25616, 25753, and 25755 B&P 148 and 241(b) PC).

b. Operating Standards, Retail – The following requirements apply:

20. Post "No Loitering" signs upon written notice from the ABC.

21. Remove litter daily from the premises, adjacent sidewalks and parking lots under licensees' control and sweep/clean these areas weekly.

22. Remove graffiti from premises and parking lot.

23. Have no more than 33% of the windows covered with advertising or signs.

24. The applicant shall have security cameras operating at all times when the business is operating. Security camera quality, lighting and positioning must be capable of providing facial recognition in key areas in and around the facilities, including the parking lot area, during

**Conditional Use Permit CUP2019-0041**  
**Conditions of Approval**  
**Page 4**

operational hours. During hours of operation, a staff member shall be present who has the authority to meet law enforcement's request to view and/or copy images captured on video surveillance system. All images must be recorded and retained for at least 30 days. The exact location and quantity of all security cameras shall be subject to approval by the Police Department prior to final occupancy.

25. The applicant shall comply with all applicable local, county, state and federal regulations, including the City's Municipal Code and the California Business and Professions Code (B&P).
26. No alcoholic beverage shall be displayed or offered for sale outside the building or any public entrance.
27. 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.
28. Exposed neon signage is strictly prohibited along the exterior windows. This includes "open/closed" sign for business.

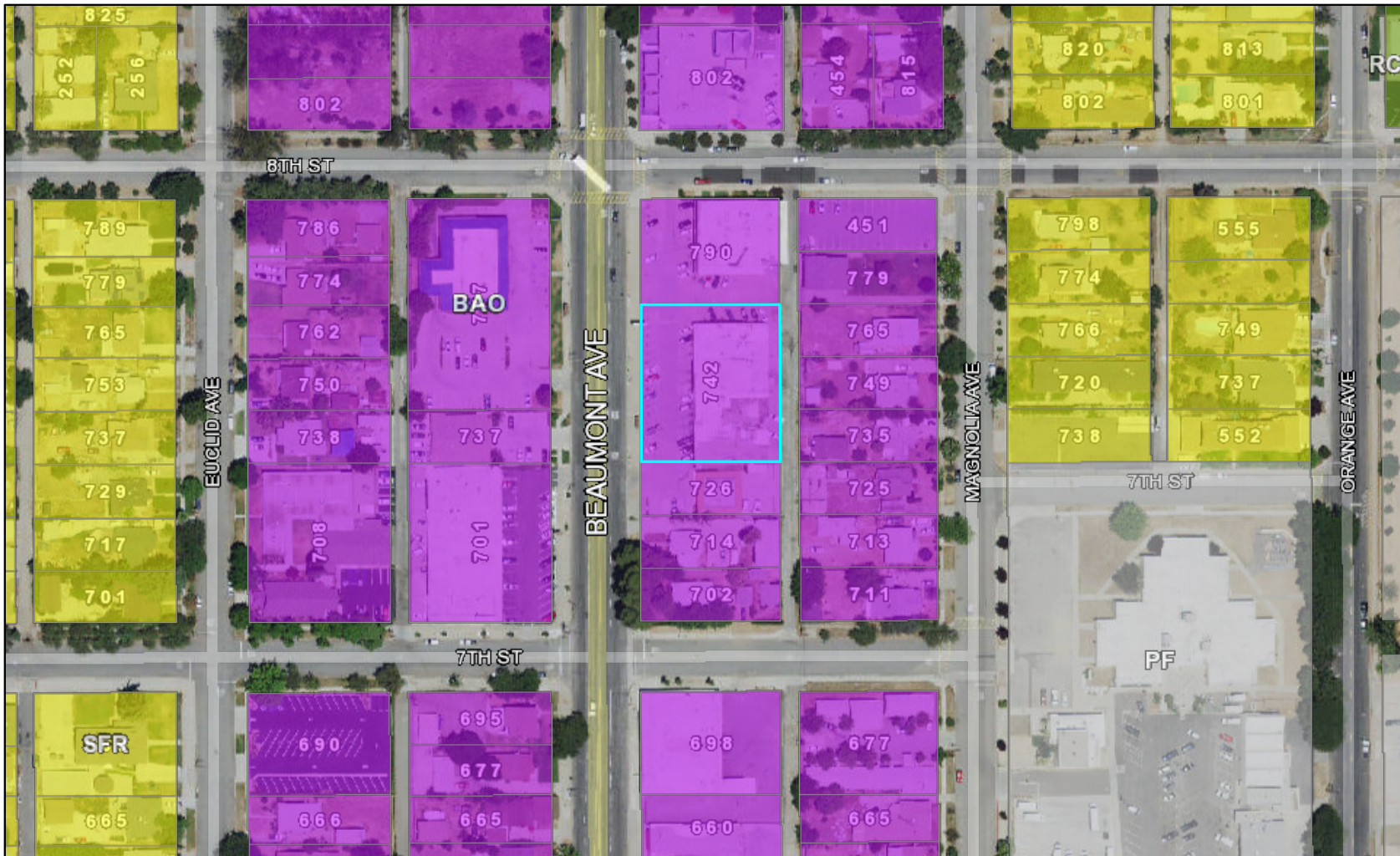
End of Conditions







# CUP2019-0041 General Plan Land Use Designation



9/18/2019 1:14:01 PM

General Plan

- Rural Residential
- Single-Family Residential

Multi-Family Residential

General Commercial

Community Commercial

Industrial

Commercial Industrial Overlay

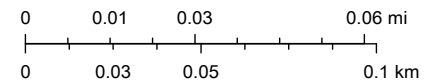
Urban Village Overlay

Beaumont Avenue Overlay

Public Facilities

Recreation and Conservation

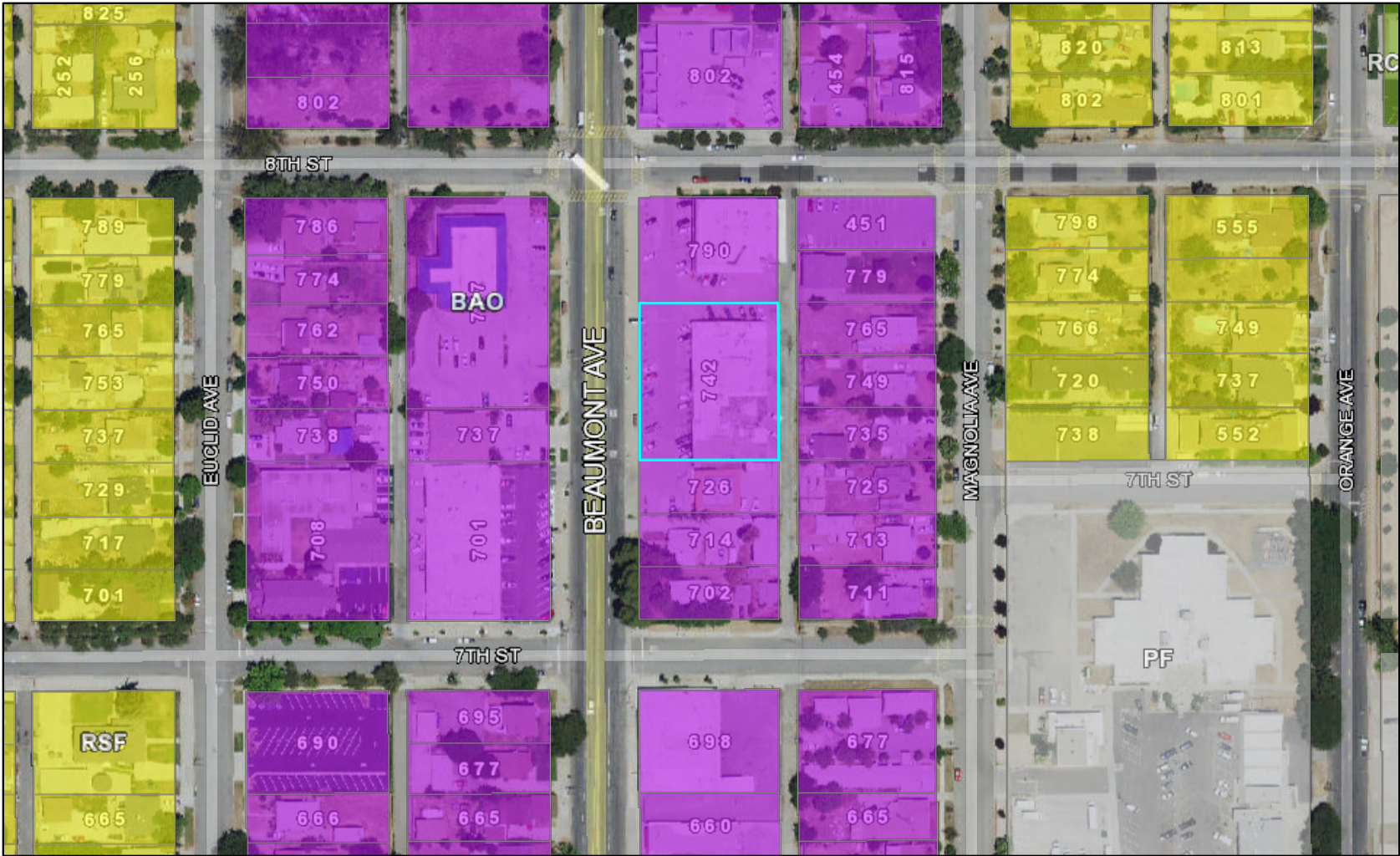
1:2,257



City of Beaumont

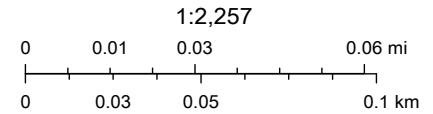


# CUP2019-0041 Zoning Map



9/18/2019 1:11:43 PM

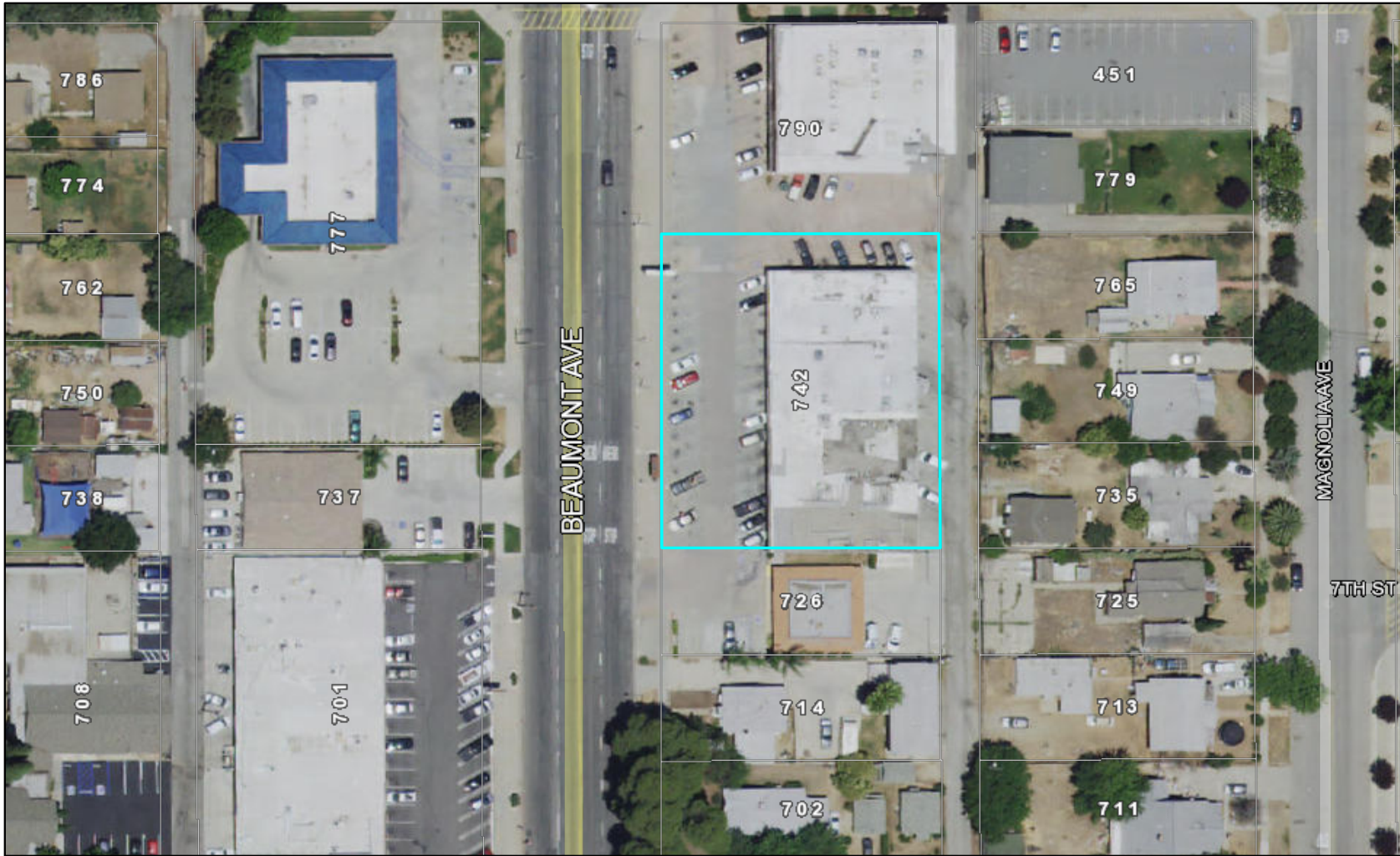
Zoning	Residential Multi-Family	Commercial Community	Beaumont Avenue Overlay
Rural Residential	Specific Plan Area	Commercial Manufacturing	Mineral Resource Overlay
Residential Single-Family	Commercial General	Manufacturing	Public Facilities



City of Beaumont

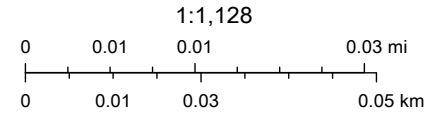


# CUP2019-0041 Aerial Photograph



9/18/2019 1:16:11 PM

- 
- 
- 
- 



City of Beaumont





**Results for:** Active On-Sale Retail Licenses

**Census Tract:** 440

**Report Date:** Monday, September 23, 2019

Show  entries

Search:

License Number	Status	License Type	Orig. Iss. Date	Expir. Date	Primary Owner	Premises Addr.	Business Name	Geo Code
476000	ACTIVE	47	03/24/2009	06/30/2020	DE LA O RESTAURANT GROUP INC	1668 E 2ND ST, STE E & F, BEAUMONT, CA 92223-3166 Census Tract: 0440.00	LA CASITA NUEVA MEXICAN GRILL	3302
481641	ACTIVE	41	11/02/2009	04/30/2020	NEW YORK PIZZERIA OF BEAUMONT INC	846 E 6TH ST, STE A, BEAUMONT, CA 92223-2339 Census Tract: 0440.00	NEW YORK PIZZERIA	3302
510083	ACTIVE	41	06/21/2011	05/31/2020	GARDUNO, JORGE	909 E 6TH ST, BEAUMONT, CA 92223-2305 Census Tract: 0440.00	TACOS & BEER	3302

License Number	Status	License Type	Orig. Iss. Date	Expir. Date	Primary Owner	Premises Addr.	Business Name	Geo Code
526453	SUREND	47	02/12/2013	01/31/2020	PAZ, FRANCISCO JR	550 BEAUMONT AVE, BEAUMONT, CA 92223-2233 Census Tract: 0440.00	BEAUMONT MEXICAN GRILL & MORE	3302
533826	ACTIVE	41	09/26/2013	08/31/2019	CLARK, PARISSA MAJDI	652 E 6TH ST, STE A, BEAUMONT, CA 92223-2264 Census Tract: 0440.00	FRIJOLES	3302
563421	ACTIVE	41	01/14/2016	05/31/2020	QUEBRANTADERO RESTAURANT INC	410 E 6TH ST, BEAUMONT, CA 92223-2216 Census Tract: 0440.00	CASA PALACIOS MEXICAN RESTAURANT	3302
591190	ACTIVE	42	02/06/2019	01/31/2020	CRAFT LOUNGE LLC THE	690 BEAUMONT AVE, BEAUMONT, CA 92223-2235 Census Tract: 0440.00	CRAFT LOUNGE TAPROOM AND BOTTLESHOP THE	3302
598142	ACTIVE	47	04/28/2019	03/31/2020	RAMONAS MEXICAN CAFE LLC	249 W 6TH ST, BEAUMONT, CA 92223-2101	RAMONAS MEXICAN CAFE	3302

License Number	Status	License Type	Orig. Iss. Date	Expir. Date	Primary Owner	Premises Addr.	Business Name	Geo Code
599612	ACTIVE	41	02/28/2019	01/31/2020	BARRAGAN, FERNANDO VIDAL	174 BEAUMONT AVE., BEAUMONT, CA 92223- 2916 Census Tract: 0440.00	MR TACO	3302
602898	ACTIVE	48	03/16/2019	06/30/2020	PLAYERS SOCIAL FAMILY INC	758 BEAUMONT AVE., BEAUMONT, CA 92223- 5952 Census Tract: 0440.00	PLAYERS LOUNGE	3302

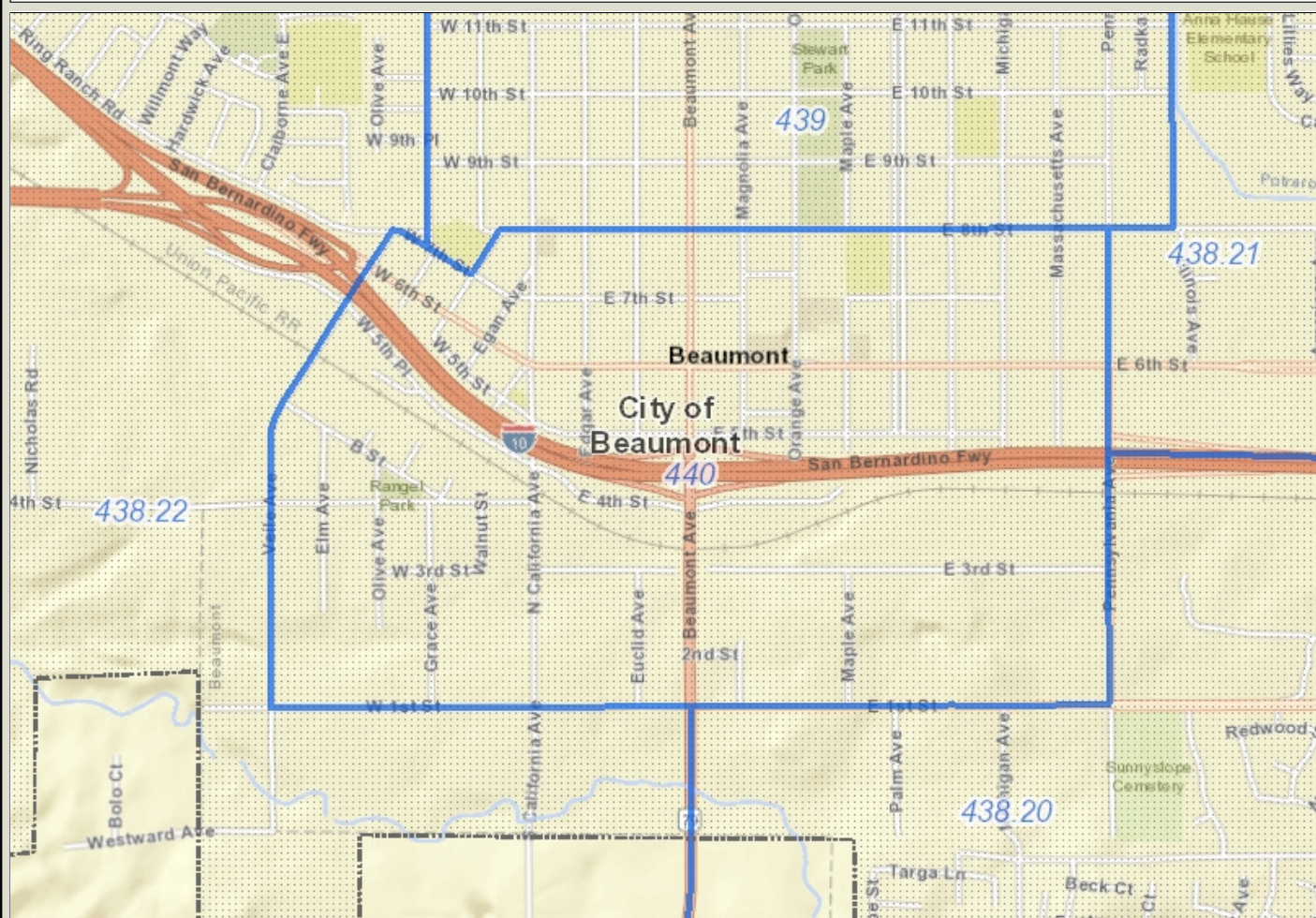
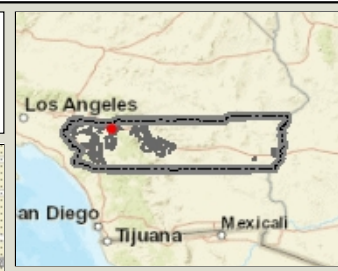
Showing 1 to 10 of 10 entries

Previous 1 Next

[DOWNLOAD REPORT \(CSV\)](#)



# Census Tract 440



## Legend

- Census Tracts
- Blueline Streams
- City Areas
- World Street Map

## Notes



**\*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... 9/24/2019 2:02:27 PM

© Riverside County GIS

