

**MULTI-JURISDICTIONAL AGREEMENT BETWEEN
THE CITY OF BEAUMONT AND THE CITY OF CALIMESA
RELATING TO THE PROVISION OF SEWER SERVICES BY
THE CITY OF BEAUMONT TO CERTAIN PROPERTY WITHIN
THE CITY OF CALIMESA**

THIS AGREEMENT is made and entered into this _____ day of _____ 2021, by and between the City of Beaumont, a general law city, 550 E 6th Street, Beaumont, CA 92223 (“Beaumont”), and the City of Calimesa, a general law city, 908 Park Avenue, Calimesa, CA 92320 (“Calimesa”). Collectively Beaumont and Calimesa may be referred to as “Parties” or sometimes individually referred to as “Party.”

WITNESSETH:

WHEREAS, the Parties entered into the “Agreement between Beaumont, Calimesa, Oak Valley Partners, L.P., and Pardee Construction Company Regarding The Annexation Of The Oak Valley SCPGA Golf Course Specific Plan Area” (“Settlement Agreement”) on or about December 13, 2002 providing, in pertinent part, for Beaumont to provide sewer services (as further defined or described in Section 1 below “Sewer Services”) to certain real property (part of which consists of the County Club Village Property, hereinafter the “CCVP Property”) within Calimesa adjacent to Beaumont, as described therein. The CCVP Property is legally described and depicted herein as Exhibit “A” and incorporated herein by this reference. *[ATTACH LEGAL DESCRIPTION AND DEPICTION OF CCVP PROPERTY AS EXHIBIT “A”]*

WHEREAS, Calimesa previously approved a Mitigated Negative Declaration with Mitigation Monitoring Program (Environmental Assessment EA 14-01 and land use entitlements including Tentative Tract Map 36766, Development Plan Review (DPR) 14-03, Conditional Use Permit (CUP) 14-03, Determination of Use 14-01, Variance (VAR) 140-01, and Minor Modification (MM 18-02) for Site Plan Modifications to DPR 14-03 (collectively the “Approved Project”) for the CCVP Property; and Calimesa in its sole and absolute discretion has the authority under its current and future land use and zoning ordinances to approve amendments and extensions to the Approved

Project (the Approved Project and any amendments and/or extensions thereto shall be collectively referred to the “Development”); and

WHEREAS, California Government Code Section 56133(a) provides that a city or district may provide new or extended services by contract or agreement outside its jurisdictional boundary only if it first requests and receives written approval from the Local Agency Formation Commission.

WHEREAS, the Riverside Local Agency Formation Commission (“LAFCO”) letter dated November 4, 2020 provides that Beaumont may only provide Sewer Services to the CCVP Property if Calimesa and Beaumont execute a Multi-Jurisdictional Agreement approved by LAFCO under Government Code Section 56133(a).

WHEREAS, the Parties desire to enter into this Agreement in connection with the submission of an Application for Extra-Territorial Service Provision with the LAFCO for the CCVP Property.

NOW, THEREFORE, the Parties agree as follows:

1. AUTHORIZATION FOR BEAUMONT TO PROVIDE SEWER SERVICES

Upon the approval by the LAFCO Commission of the Extra-Territorial Provision of Sewer Services to the CCVP Property, Beaumont and Calimesa agree that Beaumont shall have the sole power and authority to provide Sewer Services to the CCVP Property on such terms as Beaumont reasonably deems appropriate in its sole and absolute discretion. The Parties further agree that Calimesa shall continue to have the sole power and authority to approve the Development of the CCVP Property subject to Calimesa’s land use policies and zoning as determined by Calimesa to be appropriate in Calimesa’s sole discretion, subject to all of the following:

A. The provision of Sewer Services by Beaumont within the CCVP Property shall be subject to the same terms and the same laws relating to the provision of sewer service that apply to other similarly situated properties within Beaumont as determined by Beaumont in its sole and absolute discretion and as such laws may be changed or amended in the future. Beaumont’s authority shall include the authority to enforce the laws, policies and regulations under the Beaumont Municipal Code and other

applicable laws pertaining solely to the capacity, design, construction, maintenance, repair and operation of sewers and related improvements, the right to impose and collect capacity, connection, application, plan check and other fees relating to Sewer Services, the right to collect fees for Sewer Services, the right to collect fees, penalties and interest on the Riverside County tax rolls, and the right to record and enforce liens against property within the CCVP Property for nonpayment of fees, to the extent authorized by law as amended or changed in the future. Without limiting the forgoing sentence, Beaumont shall have the right to enforce applicable laws and regulations concerning source control and grease traps and the laws and regulations of other public agencies adopted by Beaumont pertaining to Sewer Services including, but not limited to, the Orange County Sanitation Authority, Eastern Municipal Water District and Santa Ana Watershed Project Authority as may be amended from time to time. Also without limiting the forgoing, Beaumont shall have the right to review and approve plans for the sewer system within the Development submitted in connection with building permits including, but not limited to the right to apply its plumbing code to such improvements. If new or amended entitlements for the CCVP Property are sought, Beaumont shall have the right to review and approve or disapprove the same with regards to sewer improvements and regulations in accordance with standard requirements applicable generally throughout Beaumont. Beaumont shall also have the discretion to approve or disapprove the provision of Sewer Services for the CCVP Property in the same manner that Beaumont would approve or disapprove Sewer Services on any other property within the jurisdiction of Beaumont, subject to the requirements of the Settlement Agreement.

B. The authorization for Beaumont to provide Sewer Services to the CCVP Property under this Agreement shall not affect Calimesa's existing, continued, and uninterrupted authority to enforce all ordinances, policies and regulations of the Calimesa Municipal Code not specifically applying to Sewer Services. In the event of a conflict between a provision of the Calimesa Municipal Code and a provision of the Beaumont Municipal Code regarding Sewer Services the Beaumont Municipal Code shall prevail if it is more restrictive. In the event of a conflict between Calimesa and Beaumont over the application of either city's Municipal Code as the same relate to the Sewer Services, the Parties shall enter into good faith negotiations to resolve the conflict to commence within ten (10) days of receipt of written notice describing such conflict.

C. The Parties agree that as between each other, each Party shall bear its own attorney's fees and costs in the preparation, drafting and execution of this Agreement. The Parties acknowledge and agree that Developer is required to pay for all costs associated with the provision of Sewer Services with respect to the CCVP Property. Beaumont and Calimesa further acknowledge and agree that each Party shall have the right, but not the obligation, to require Developer to pay all of the costs incurred for consultants, engineers, attorneys and staff arising out of each Party's respective performance of this Agreement in advance of incurring such costs. If such costs or any advanced payment of costs are not paid by Developer to Beaumont or Calimesa, either Party shall have the right to suspend its performance under this Agreement until such fees are deposited in advance and/or paid in full.

2. DUTY OF COOPERATION OF THE PARTIES

The provision of Sewer Services under this Agreement may require encroachment permits, easements, covenants running with the land and other agreements which the Parties agree to provide upon compliance with each City's respective procedures and pursuant to which the Developer and the CCVP Property shall be bound in order for each party to exercise its rights and perform its obligations under this Agreement. The Parties shall cooperate in good faith as to the design and location of the sewer facilities and in carrying out the intent of this Agreement. Cooperation by Calimesa shall include, without limitation, its consideration and reasonable approval of requests for encroachment permits, rights of way and/or easements for sewer lines and facilities as submitted by Beaumont, and grant to Beaumont plan check and approval authority over sewer improvements relating to the CCVP Property. In the event of a conflict between Calimesa and Beaumont over the application of either City's Municipal Code as the same relate to the Sewer Services, the Parties shall enter into good faith negotiations to resolve the conflict, to commence within ten (10) days of receipt of written notice describing such conflict.

3. COMPLETE AGREEMENT

This Agreement, including the above Recitals which are incorporated herein by this reference, and all exhibits and documents incorporated or referenced herein, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between the Parties with respect to the

authorization of Extra-territorial Extension of Sewer Services by Beaumont to the CCVP Property pursuant to Government Code Section 56133, except as provided in Section 4. Failure by either Party to request in any one or more instance upon the other Party's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of rights to such performance or to future performance of such terms or conditions and the obligation in respect thereto shall continue in full force and effect.

4. NO WAIVER, MODIFICATION OR TERMINATION OF SETTLEMENT AGREEMENT

This Agreement is a step required by LAFCO to facilitate Beaumont's requirement to provide Sewer Services to the CCVP Property pursuant to the Settlement Agreement and is intended to interpret and implement the Settlement Agreement. No provision of this Agreement is intended to nor shall it be deemed to modify, supersede or nullify any provision of the Settlement Agreement. The Settlement Agreement shall continue in full force and effect notwithstanding this Agreement or the termination or expiration of this Agreement. In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of the Settlement Agreement, the provisions of the Settlement Agreement shall take precedence.

5. DESIGNATION OF AUTHORITY / AUTHORITY TO EXECUTE

A. The City Manager of Calimesa, or designee, shall have the authority to act for and exercise any of the rights of Calimesa as set forth in this Agreement. The person or persons executing this Agreement on behalf of Calimesa warrant and represent that he or she has the authority to execute this Agreement on behalf of Calimesa and has the authority to bind Calimesa to the performance of its obligations hereunder.

B. The City Manager of Beaumont, or designee, shall have the authority to act for and exercise any of the rights of Beaumont as set forth in this Agreement except for actions otherwise requiring approval of the Beaumont City Council under its municipal code. The City Manager of Calimesa, or designee, shall have the authority to act for and exercise any of the rights of Calimesa as set forth in this Agreement except for actions otherwise requiring approval of the Calimesa City Council

under its municipal code. The person or persons executing this Agreement on behalf of Beaumont and Calimesa warrant and represent that he or she has the authority to execute this Agreement on behalf of Beaumont or Calimesa and has the authority to bind Beaumont or Calimesa to the performance of its obligations hereunder.

6. TIMING REQUIREMENTS.

- A. This Agreement shall commence upon the execution this Agreement by both Beaumont and Calimesa (the “Effective Date.”).
- B. If LAFCO has not approved this Agreement on or before January 1, 2024 this Agreement shall expire immediately on January 1, 2024.
- C. Following LAFCO’s approval of this Agreement, this Agreement shall remain in effect for the term of the Settlement Agreement.
- D. In accordance with Section 4, this Section 6 shall not result in the termination of the Settlement Agreement.

7. INDEMNITY

In accordance with Government Code Section 895.4, the Parties agree as follows:

- A. Indemnification by Beaumont. Subject to Paragraph (1) of this Subsection (A), Beaumont shall defend, indemnify and hold harmless Calimesa, its elected and appointed officials, officers, employees, agents, servants, volunteers, contractors, subcontractors and those Calimesa agents acting as independent contractors in the role of Calimesa officials (hereinafter “Calimesa Indemnitees”), from and against to any and all claims, losses, liabilities. demands, debts, suits, actions, causes of action, damages and expenses (collectively “Claims”) of whatsoever kind, nature or sort, including but not by way of limitation, wrongful death, bodily injury, personal injury, or damage to property, stop notices, bid protests, costs of defense, and reasonable attorneys’ fees and costs in defending any such Claims, arising out of or in any manner connected with the acts or

omissions of Beaumont or Beaumont's elected or appointed officials, officers, employees, agents, servants, volunteers or those Beaumont agents acting as independent contractors in the role of Beaumont officials (or any other natural person or entity for whom Beaumont bears the legal liability) related to or arising out of the performance of this Agreement.

1. To the extent that the acts or omissions of Beaumont or Beaumont's elected or appointed officials, officers, employees, agents, servants, volunteers or those Beaumont agents acting as independent contractors in the role of Beaumont officials (or any other natural person or entity for whom Beaumont bears the legal liability) include the performance of professional services by a "design professional" as the term is defined under California Civil Code Section 2782.8(c), Beaumont shall, at its sole cost and expense, indemnify and hold harmless Calimesa Indemnitees from and against all Claims, present or future, to the extent arising out of or resulting from the negligence or misconduct of Beaumont or Beaumont's elected or appointed officials, officers, employees, agents, servants, volunteers or those Beaumont agents acting as independent contractors in the role of Beaumont officials (or any other natural person or entity for whom Beaumont bears the legal liability) or any of them in the performance of design professional services under this Agreement. Notwithstanding the foregoing and as required by Civil Code Section 2782.8(a), in no event shall the cost to defend Calimesa Indemnitees that is charged to Beaumont exceed Beaumont's proportionate percentage of fault.

B. Indemnification by Calimesa. Subject to Paragraph (1) of this Subsection (B), Calimesa shall defend, indemnify and hold harmless Beaumont, its elected and appointed officials, officers, employees, agents, servants, volunteers, contractors, subcontractors and those Beaumont agents acting as independent contractors in the role of Beaumont officials ("Beaumont Indemnitees"), with respect to any and all claims, losses, liabilities, demands, debts, suits, actions, causes of action, damages and expenses (collectively "Liabilities") of whatsoever kind, nature or sort, including but not by way of limitation, wrongful death, bodily injury, personal injury, or damage to property, stop notices, bid protests, costs of defense, and reasonable attorneys' fees and costs in defending any such Liabilities, arising out of or in any manner connected with the acts or omissions of Calimesa's elected or appointed officials, officers, employees, agents, servants, volunteers or those Calimesa agents acting as independent contractors in the role of Calimesa officials (or any other natural person or

entity for whom Calimesa bears the legal liability) related to or arising out of the performance of this Agreement.

1. To the extent that the acts or omissions of Calimesa's elected or appointed officials, officers, employees, agents, servants, volunteers or those Calimesa agents acting as independent contractors in the role of Calimesa officials (or any other natural person or entity for whom Calimesa bears the legal liability) include the performance of professional services by a "design professional" as the term is defined under California Civil Code Section 2782.8(c), Calimesa shall, at its sole cost and expense, indemnify and hold harmless Beaumont Indemnites from and against all Liabilities, present or future, to the extent arising out of or resulting from the negligence or misconduct of Calimesa's elected or appointed officials, officers, employees, agents, servants, volunteers or those Calimesa agents acting as independent contractors in the role of Calimesa officials (or any other natural person or entity for whom Calimesa bears the legal liability) or any of them in the performance of design professional services under this Agreement. Notwithstanding the foregoing and as required by Civil Code Section 2782.8(a), in no event shall the cost to defend Beaumont Indemnites that is charged to Calimesa exceed Calimesa's proportionate percentage of fault.

C. In the event there is conflict between any provision of this Section and California Civil Code Section 2782, this Section shall be interpreted to comply with Civil Code Section 2782.

D. The provisions of this Section shall survive the expiration or termination of this Agreement, and are intended to be as broad and inclusive as is permitted by California law, and are in addition to any other rights or remedies that each Party may have under the law. Payment is not required as a condition precedent to either Party's right to recover under this indemnity provision, and an entry of judgment against a Party shall be conclusive in favor of that Party's right to recover under this indemnity provision.

8. INSURANCE

Beaumont and Calimesa each verify that they are a self-insured entity or maintain indemnity coverage through a Joint Powers Insurance Authority in reasonable and customary amounts for their

respective operations and in particular with regards to their activities taking place within the CCVP Property. Beaumont and Calimesa shall each require that Developer and any contractor maintain similar levels of insurance coverage from private insurance companies for itself, its officers, employees, agents, contractors and subcontractors in the course of carrying out any work related to the provision of Sewer Services pursuant to this Agreement.

9. INDEPENDENT CONTRACTORS. Beaumont shall use its employees and contractors to perform the Sewer Services. None of the employees or contractors of Beaumont shall be considered employees of Calimesa and none of the employees or contractors of Calimesa shall be considered employees of Beaumont. None of the employees or contractors of Beaumont shall have any right to any benefits available to employees of Calimesa including, but not limited to, the right to any retirement benefits, healthcare or insurance coverage. None of the employees or contractors of Calimesa shall have any right to any benefits available to employees of Beaumont including, but not limited to, the right to any retirement benefits, healthcare or insurance coverage.

10. WORKERS' COMPENSATION. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, each Party acknowledges agrees that it shall require any contractor performing work in the public rights-of-way within the jurisdiction of Calimesa to certify as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

11. PREVAILING WAGES. The Parties acknowledge that any work performed in the public rights-of-way within Calimesa would be and is a public work to which prevailing wages apply. At all times, Beaumont and any and all contractors used to construct the Sewer Services herein, shall comply with any and all applicable local, State, and federal laws including, but not limited to, applicable provisions of the California Labor Code concerning public works requiring payment of

prevailing wages, maintenance of certified payroll records, and registration with the Department of Industrial Relations.

12. PERFORMANCE SECURITY. In the event any work is performed in Calimesa's public rights-of-way in connection with or as part of the provision of Sewer Services with respect to the CCVP Property pursuant to this Agreement, Beaumont shall require its contractors to comply with Calimesa's performance bond and payment bond or other security requirements and other standard requirements for performance of such work in such public rights-of-way. Beaumont shall further ensure that Developer, and/or any contractor retained by Beaumont to perform, work in Calimesa's public rights-of-way in connection with the provision of Sewer Services through Calimesa's public rights-of-way shall provide all security for performance, labor and materials, and warranty of such work required by and for the benefit of Calimesa.

13. SAFETY. Beaumont shall comply with all applicable safety regulations and laws, including without limitation all applicable requirements of Cal-OSHA and/or OSHA in the course of Beaumont's employees and contractors performing any of the work in connection with the Sewer Services. If Beaumont enters into an agreement with Developer or a contractor to perform work in Calimesa's right of way, Beaumont shall insert a provision requiring that Developer, and/or any contractor performing work in any of Calimesa's public rights-of-way shall also comply with all applicable safety requirements. Traffic control shall be coordinated by Beaumont or its contractors with Calimesa.

14. DISPUTE RESOLUTION. The Parties will attempt in good faith to resolve promptly any dispute, controversy or claim arising out of or relating to this Agreement or any claimed breach thereof (collectively, "dispute") by direct negotiation between the respective City Managers.

A. The disputing Party shall give the other Party written notice of the nature of dispute. Within ten (10) calendar days after the notice is given, the Party receiving the notice shall respond to the notice in writing, and , if the dispute has not been resolved, the negotiating Parties shall meet at a mutually acceptable time and place, and thereafter as often as those negotiators reasonably deem necessary, to exchange relevant information and attempt to resolve the dispute.

B. If the dispute has not been resolved within thirty (30) days after the disputing Party gives notice, or if the Party receiving notice refuses to meet, either Party may initiate mediation of the dispute in accordance with the rules and procedures of the Judicial Arbitration and Mediation Service (“JAMS”), with each Party to bear its own attorneys’ fees and costs of the mediation, and to share equally in the cost of the mediator.

C. If the dispute has not been resolved within sixty (60) days after a Party has given notice of intent to initiate mediation or either Party will not participate in the mediation, or if the mediator has concluded that the Parties are at impasse, whichever shall happen first, the dispute may be resolved by legal action.

D. If legal action is brought by any Party against the other arising from any dispute, each Party shall bear its own attorneys' fees and costs.

15. GENERAL

15.1. Governing Law and Venue. This Agreement is made, entered into, and executed in the County of Riverside, California, and the laws of the State of California shall govern its interpretation and enforcement. Any action, suit or proceeding related to, or arising from, this Agreement shall be filed in the appropriate court having jurisdiction in the County of Riverside. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the Party who causes the uncertainty to exist or against the Party who drafted the Agreement or who drafted that portion of the Agreement.

15.2. Attorneys’ Fees. In the event that either Party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, each Party shall be responsible for their own attorneys’ fees and costs.

15.3. Time of Essence. The Parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either Party shall

constitute a material breach of this Agreement by the Party so failing to perform.

15.4. Severability. Should any part, term or provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

15.5. Notification and Mailing Addresses

Any notices or requests made between the Parties pursuant to this Agreement shall be directed as follows, or to such other persons and addresses as either Party may designate from time to time in writing pursuant to this Section:

CITY OF Beaumont:
550 East 6th Street
Beaumont, CA 92223
Attn: Todd Parton
City Manager
(951) 769-8520

CITY OF Calimesa:
908 Park Avenue
Calimesa, CA 92320
Attn: Bonnie Johnson
City Manager
909-795-9801

Any such notices or requests shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Beaumont’s and Calimesa’s regular business hours or by facsimile before or during both Parties’ regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses as set forth in this Section.

15.6. Force Majeure. If delays are caused by unforeseen events beyond the reasonable control of any Party to which an obligation of this Agreement is required to perform in a particular period of time, such delays will entitle that party to an extension of time as provided in this Section. Such unforeseen events (“Force Majeure Event”) shall mean war, insurrection, pandemic, acts of God, local, state or national emergencies, third party litigation involving the Extraterritorial Provision of Sewer Service, strikes, excessive permit processing delay caused by other governmental agencies aside from

Calimesa or Beaumont, and other labor difficulties beyond the Party's reasonable control, which Force Majeure Event substantially interferes with the commencement or completion of the obligations under this Agreement. In the case of a Force Majeure Event, any and all time periods shall be extended for a period equal to any delay caused by any such Force Majeure Event.

15.7. Entire Agreement. The terms and conditions of this Agreement and the Settlement Agreement represent the entire agreement between the parties with respect to their subject matter. Except as otherwise provided in Section 4, this Agreement shall supersede any and all prior agreements between the Parties.

15.8. Further Assurances. Each Party shall from and after the date hereof execute, acknowledge and deliver such further instruments and perform such additional acts as any other Party may reasonably request to effectuate this Agreement.

15.9. No Third Party Beneficiaries. This Agreement is not intended to, and shall not be interpreted to, create any rights or establish any standard of care with regards to any third party who is not a signatory and party to this Agreement including Developer.

15.10. Costs and Fees. The Parties shall bear their own costs and fees incurred to date in connection with the drafting and subject matter of this Agreement.

15.11. Modification of Agreement. The terms and conditions of this Agreement shall not be altered or otherwise modified or amended except by a written amendment executed by both Parties and approved by their respective City Councils.

15.12. Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

15.13. Effective Date. This Agreement shall be effective as of the date that the City Councils of both Parties have approved it by resolution or minute action and the Agreement has been executed by both Parties' authorized representatives.

15.14. Reservation of Governmental Authority. Nothing contained in this Agreement shall preclude Beaumont or Calimesa, and/or either of them, from seeking and obtaining any civil or criminal court order for violation of any city, county, state, or federal ordinance, regulation, statute, or other law with respect to the CCVP Property and/or the implementation of this Agreement, if such action is required to protect the health, safety or welfare of the public or is required to comply with applicable county, state or federal law, court order or the order of any city, county, state or federal agency or public agency.

15.15. Execution of Counterparts. This Agreement may be executed in counterparts which, when taken together, shall constitute one original agreement. Facsimile or electronic counterparts shall be effective as if the original signed counterpart were delivered.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, each Party hereto has pursuant to resolution or minute action duly passed and adopted by their respective city councils caused this Agreement to be executed the day and year first above written.

ATTEST:
DEPUTY CITY CLERK
CITY OF Beaumont

CITY OF Beaumont, a California
municipal corporation

By: _____
APPROVED AS TO FORM:

By: _____
, Mayor

By: _____
John O. Pinkney
City Attorney

ATTEST:
CITY CLERK
CITY OF Calimesa

CITY OF Calimesa, a California
municipal corporation

By: _____
Darlene Gerdes
Deputy City Clerk

By: _____
Mayor

APPROVED AS TO FORM:

By: _____
Quinn M. Barrow
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION AND MAP CCVP OF PROPERTY

LEGAL DESCRIPTION

PER PRELIMINARY TITLE REPORT UNDER ORDER NO. RIW-4414589 PREPARED BY LAWYERS TITLE COMPANY DATED NOVEMBER 6, 2013.

REAL PROPERTY IN THE CITY OF CALIMESA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL "A" OF LOT LINE ADJUSTMENT 07-03, RECORDED FEBRUARY 4, 2008 AS INSTRUMENT NUMBER 2008-0054736, BEING A PORTION OF PARCEL "K" OF LOT LINE ADJUSTMENT NO. 4188 RECORDED FEBRUARY 2, 2000 AS INSTRUMENT NO. 2000-039255 AND AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 109 OF RECORD OF SURVEYS, PAGES 7 THROUGH 13, INCLUSIVE, TOGETHER WITH PARCEL 3 OF PARCEL MAP 30306 FILED IN BOOK 202 OF PARCEL MAPS, PAGES 1 AND 2 ALL RECORDS OF RIVERSIDE COUNTY LOCATED IN THE CITY OF CALIMESA, COUNTY OF RIVERSIDE, SECTIONS 31 AND 32, TOWNSHIP 2 SOUTH RANGE 1 WEST SAN BERNARDINO MERIDIAN, STATE OF CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 31 DISTANT 297.42 FEET NORTHERLY OF THE EAST QUARTER CORNER OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, SOUTH 49°19'25" EAST, A DISTANCE OF 105.80 FEET; THENCE SOUTH 02°05'13" WEST, A DISTANCE OF 196.91 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF CHAMPIONS DRIVE SHOWN AS LOT "A" ON TRACT MAP NO. 30748-1 FILED IN BOOK 358 OF MAPS, PAGES 19 THROUGH 25 INCLUSIVE AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 691.00 FEET, A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS SOUTH 34°47'05" EAST; THENCE ALONG THE NORTHERLY RIGHT OF WAY OF SAID CHAMPIONS DRIVE THE FOLLOWING SDC COURSES: THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 586.62 FEET THROUGH A CENTRAL ANGLE OF 48°38'27"; THENCE TANGENT TO SAID CURVE, NORTH 76°08'38" WEST, A DISTANCE OF 181.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1153.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 284.05 FEET THROUGH A CENTRAL ANGLE OF 14°06'55"; THENCE TANGENT TO SAID CURVE, SOUTH 89°44'28" WEST, A DISTANCE OF 798.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 956.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 10.62 FEET THROUGH A CENTRAL ANGLE OF 00°38'11"; THENCE TANGENT TO SAID CURVE, NORTH 89°37'21" WEST, A DISTANCE OF 848.57 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE AND ALONG SAID WEST LINE, NORTH 01°36'26" EAST, A DISTANCE OF 10.04 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 31 AND THE SOUTH LINE OF SAID PARCEL 3 AS SHOWN ON SAID PARCEL MAP NO. 30306; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31 AND THE WEST LINE OF SAID PARCEL 3, NORTH 01°36'26" EAST, A DISTANCE OF 290.73 FEET TO THE NORTHERLY LINE OF SAID PARCEL 3; THENCE ALONG SAID NORTHERLY LINE, SOUTH 89°36'32" EAST, A DISTANCE OF 899.56 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH 62°34'03" EAST, A DISTANCE OF 1216.58 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL 3 AS SHOWN ON SAID PARCEL MAP 30306; THENCE ALONG SAID NORTHEASTERLY LINE, SOUTH 51°32'32" EAST, A DISTANCE OF 520.61 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 9950.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 269.80 FEET THROUGH A CENTRAL ANGLE OF 01°33'13" TO THE EAST LINE OF SAID SECTION 31, A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS NORTH 40°00'41" EAST; THENCE ALONG SAID EAST LINE, SOUTH 02°05'13" WEST, A DISTANCE OF 60.37 FEET TO THE POINT OF BEGINNING.

MONUMENT NOTES:

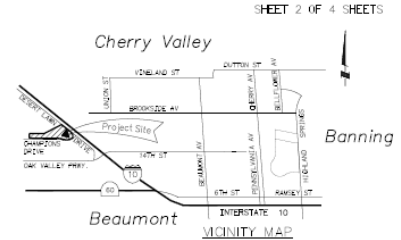
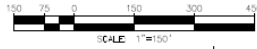
- DENOTES FOUND MONUMENT AS NOTED AND REFERENCED
- FOUND 1" IRON PIPE WITH T46 STAMPED "P.C.E. 882" PER RECORD OF SURVEY 7/1/84, 05/12/1995, DOWN 1.0', IN DIERT ACCEPTED AS CENTER CORNER SECTION 31.
- FOUND 2" IRON PIPE WITH T46 STAMPED "LS 5830" PER PARCEL MAP NO. 30306, F.M.B. 202/1-2, FLUSH, IN DIERT.
- FOUND 2" IRON PIPE WITH T46 STAMPED "LS 5830" PER PARCEL MAP NO. 30306, F.M.B. 202/1-2, DOWN 0.5', IN DIERT.
- FOUND 2" IRON PIPE WITH T46 STAMPED "LS 5830" PER PARCEL MAP NO. 30306, F.M.B. 202/1-2, FLUSH, IN DIERT.
- FOUND 1" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 8010" PER INSTRUMENT NO. 2011-0107203, RECORDED 03/09/2011; FLUSH, IN ASPHALT.
- FOUND 1" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 5348" PER TRACT MAP NO. 30748-1, M.B. 358/19-25, FLUSH, IN DIERT.
- FOUND 1" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 5348" PER TRACT MAP NO. 30748-1, M.B. 358/19-25, FLUSH, IN DIERT.
- FOUND 1" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 5348" PER TRACT MAP NO. 30748-1, M.B. 358/19-25, FLUSH, IN DIERT.
- FOUND 1" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 8010" PER INSTRUMENT NO. 2011-0107203, RECORDED 03/09/2011; FLUSH, IN ASPHALT.
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- FOUND 1" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 8010" PER INSTRUMENT NO. 2011-0107203, RECORDED 03/09/2011; FLUSH, IN ASPHALT.
- FOUND 1" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 8010" PER INSTRUMENT NO. 2011-0107203, RECORDED 03/09/2011; FLUSH, IN ASPHALT.
- FOUND 5/8" COFFER CLAD STEEL PIN W/1/2" BRASS CAP STAMPED "LS 2630" PER TRACT NO. 31288-1, M.B. 415/14-26, FLUSH, IN ASPHALT.

IN THE CITY OF CALIFORNIA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
TRACT NO. 36766
 BEING A SUBDIVISION OF LOTS 1 THROUGH 14, INCLUSIVE, OF TRACT NO. 36955 PER MAP RECORDED IN BOOK 455, PAGES 94 THROUGH 98, INCLUSIVE, OF SAID RIVERSIDE COUNTY, AND LYING WITHIN SECTIONS 31 AND 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

Michael Baker
 INTERNATIONAL
 SEPTEMBER 2019

SURVEYOR'S NOTES:

- (I) INDICATED RECORD PER PARCEL MAP NO. 30306, F.M.B. 202/1-2.
- (II) INDICATED RECORD PER PARCEL "A" OF LOT LINE ADJUSTMENT 01-03, 02/04/2008, INSTRUMENT NUMBER 2009-0084736.
- (III) INDICATED RECORD PER TRACT NO. 30748-1, M.B. 358/19-25.
- (IV) INDICATED RECORD PER CALTRANS RIGHT OF WAY MAP 304/273-277.
- (V) INDICATED RECORD PER TRACT NO. 31288-1, M.B. 415/14-26.
- (VI) INDICATED RECORD PER TRACT NO. 36766 CONTAINS 11 NUMBERED LOTS AND LETTERED LOTS A THROUGH C.
- TRACT NO. 36766 CONTAINS 29,869 ACRES, MORE OR LESS.
- - DENOTES SET 1" IF T46 "LS 5348", FLUSH (REV. CO. STD. "4" WORK).



BASIS OF BEARINGS:

BEARINGS AND COORDINATES AS SHOWN HEREON ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM OF 1983 (EPOCH 2011.03), ZONE 6, BASED LOCALLY UPON THE FOLLOWING CONTINENTALY CRUSTAL REFERENCE STATIONS AS PUBLISHED BY THE NGS:
 NAME: MATHES (TT-EAST) (FT) (BLIP-E-HGT) (TT) (ACCR-4)
 OFFP: 2322764.322 6304245.714 2209.359
 LFP: 2279468.271 6237667.959 1351.163
 FFP: 2269136.042 6348737.927 2423.145
 PFP: 2248867.119 6278616.571 1403.970

EASEMENT NOTES:

- ① INDICATES A PUBLIC ROAD AND DRIVAGE EASEMENT GRANTED TO COUNTY OF RIVERSIDE BY DEED RECORDED JUNE 2, 1999 AS INSTRUMENT NO. 99-241545 OF OFFICIAL RECORD.
- ② INDICATES A STORM DRAIN EASEMENT GRANTED TO THE CITY OF BEAUMONT RECORDED JUNE 1, 2017 AS INSTRUMENT NO. 2017-022770 OF OFFICIAL RECORD.

NO.	BEARING	DELTA	RADIUS	LENGTH	CHORD
1	N02°05'13"E	---	---	35.54'	80.38'
2	N89°18'25"E	---	---	105.80'	105.80'
3	S02°18'27"W	---	---	367.08'	367.08'
4	N40°40'52"E	---	---	356.89'	356.89'
5	N48°54'56"E	---	---	173.00'	173.00'
6	S0°28'11"W	---	---	110.82'	110.82'
7	S09°08'11"W	---	---	111.11'	111.11'
8	S0°38'11"W	---	---	41.28'3"	41.28'3"
9	N00°38'23"E	---	---	484.03'3"	484.03'3"
10	S61°11'58"W	---	---	829.260'	829.260'
11	N73°43'54"E	---	---	4103.19'3"	4103.19'3"
12	S0°28'21"W	---	---	130.20'	130.20'
13	N88°11'53"E	---	---	64.80'	64.80'
14	N89°11'53"E	---	---	65.03'	65.03'

