

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 11.4
(ID # 16733)

MEETING DATE:
Tuesday, July 20, 2021

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Agreement Among Taxing Entities with the City of Beaumont and Other Taxing Entities Related to the Transfer of Property Identified with Assessor Parcel Number 417-020-034 by Beaumont's Successor Agency to the City of Beaumont in Accordance with the Beaumont Successor Agency's Long Range Property Management Plan, Riverside County Flood Control and Water Conservation District as Taxing Entity, District 5. [\$0] (Companion item to MT No. 16772 and MT No. 16725)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Agreement Among Taxing Entities with of City of Beaumont and other taxing entities related to the transfer of property (APN 417-020-034) from Beaumont's Successor Agency to the City of Beaumont for no net consideration in accordance with the Successor Agency's approved Long Range Property Management Plan; and
2. Authorize the Chair of the Board of Supervisors for the District to execute the Agreement documents on behalf of the District.

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

7/8/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: July 20, 2021
xc: Flood, EO, Parks (Companion Item 3.3 and 13.1)

Kecia R. Harper
Clerk of the Board
By:
Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS:			Budget Adjustment: No	
			For Fiscal Year: 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The City of Beaumont (City) requests that certain real property located within the city of Beaumont, as shown in "Exhibit A" (subject property), be transferred from the dissolved Beaumont Redevelopment Agency (Successor Agency) to the City. This transfer is in accordance with the Successor Agency's Long-Range Property Management Plan (LRPMP) approved by the Successor Agency's Oversight Board and the Department of Finance (DOF).

The Successor Agency intends to transfer the subject property for no net consideration. In compliance with the Successor Agency's approved LRPMP and the Health and Safety Code Section 34180, the City of Beaumont is seeking consent from the affected taxing entities by entering into an Agreement Among Taxing Entities (Agreement).

The District has no objection that the subject property located within the city of Beaumont be acquired and retained by the City. Since the transfer is in accordance with the Successor Agency's approved LRPMP, the District has no objection to the transfer of the subject property by the Beaumont Successor Agency to the City of Beaumont for no consideration.

County Counsel has reviewed the Agreement and approved it as to form.

This is a companion item to Regional Parks and Open Space District's item MT No. 16772 and Executive Office's item MT No. 16725.

Impact on Residents and Businesses

The property being acquired and retained by the City for future redevelopment projects and activities described in the Beaumont Successor Agency Long-Range Property Management Plan will benefit the citizens and businesses of the City.

ATTACHMENTS:

1. Cooperative Agreement
2. Exhibit A
3. Vicinity Map

SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BB:blm
P8/239006



Jason Farin, Principal Management Analyst 7/15/2021



Gregory V. Priamos, Director County Counsel 7/8/2021

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

AGREEMENT AMONG TAXING ENTITIES

This Agreement Among Taxing Entities ("**Agreement**"), dated for reference purposes as of May 12, 2021, is entered into by and between the City of Beaumont, a general law city ("**City**"), and Beaumont Unified School District, County of Riverside, Riverside County Flood Control and Water Conservation District Zone 5, Riverside County Office of Education, Mt. San Jacinto Junior College, Beaumont Cherry Valley Recreation and Park District, Beaumont Library District, San Gorgonio Pass Water Agency, San Gorgonio Pass Memorial Hospital, Summit Cemetery District and Riverside County Regional Park and Open-Space District ("**Taxing Entities**") (collectively, the "**Parties**").

RECITALS

A. Pursuant to Assembly Bill xl 26, effective February 1, 2012, the Redevelopment Agency of the City of Beaumont ("**Redevelopment Agency**") was dissolved, and pursuant to California Health and Safety Code Section 34173, the City assumed the capacity of the Successor Agency to the dissolved Redevelopment Agency ("**Successor Agency**").

B. The City has requested of the Successor Agency that certain real property located within the City and more specifically identified on Exhibit "A", attached hereto and made a part hereof by this reference (**APN 417-020-034**) (the "**Property**") be retained by the City for future redevelopment activities as a site for expansion of the City's Wastewater Treatment Plant pursuant to California Health & Safety Code Section 34180(f).

C. The Successor Agency submitted to the Countywide Oversight Board for the County of Riverside ("**Oversight Board**") and the State Department of Finance ("**DOF**") a proposed Long Range Property Management Plan ("**LRPMP**") pursuant to Health & Safety Code Section 34191.5(b) for DOF review and approval. DOF formally approved said LRPMP on December 29, 2015.

D. The LRPMP includes the Property cited above and intends that the Successor Agency shall transfer said Property to the City for no consideration. The LRPMP also provides that the City will seek a Compensation Agreement with the affected taxing agencies under Health & Safety Code Section 34180(f)(1) after the LRPMP is authorized by the DOF.

E. The purpose of this Agreement is to obtain consent to the transfer to the City of the Property for no consideration and consequently to provide for the payment of zero sales proceeds upon the conveyance and transfer of the Property by the Successor Agency to the City for future redevelopment pursuant to Health and Safety Code Sections 34180(f) and 34188.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

AGREEMENT

1. Incorporation of Recitals. This Agreement is executed with reference to the facts set forth in the foregoing Recitals, which are incorporated into this Agreement by this reference.

2. Entities Entering Into this Agreement. The City and Taxing Entities specifically identified below hereby enter into and execute this Agreement:

Beaumont Unified School District, County of Riverside, Riverside County Flood Control and Water Conservation District Zone 5 Riverside County Office of Education, Mt. San Jacinto Junior College.

Beaumont Cherry Valley Recreation and Park District, Beaumont Library District, San Gorgonio Pass Water Agency, San Gorgonio Pass Memorial Hospital, Summit Cemetery District and Riverside County Regional Park and Open-Space District.

3. Property to be Conveyed for Future Redevelopment. Consistent with the requirements of Health and Safety Code Section 34180(f), the Property will be conveyed and transferred by the Successor Agency to the City for future redevelopment activities implemented by the City consistent with the LRPMP, the Redevelopment Plan adopted for the Project Area, and the Implementation Plans adopted in connection with the Redevelopment Plan (all of the foregoing, collectively the "Plans"). Consideration and funding for the subject conveyance and transfer of the Property shall be accomplished with City funds under its own auspices, and no sum shall be payable to the Taxing Entities in proportion to their respective shares of the base property tax of the value of the Property which shall constitute and represent the zero sales price payable by the City for the Property (the "Sales Price"). It is further understood and agreed that the City and Taxing Entities shall be credited with their respective shares of the Sales Price proceeds by the Riverside County Auditor-Controller ("Auditor-Controller") which are agreed to be none/zero.

4. Compensation Arrangement and Payment to City. The City agrees that, consistent with Health & Safety Code Section 34180(f), and upon conveyance of fee title to the Property to the City by the Successor Agency and its retention of the Property as a result of such conveyance, the City will transfer zero sales proceeds to the Auditor-Controller (the "Sales Proceeds") for distribution to the independent Taxing Entities in accordance with their respective pro rata share of the property tax base for the Property as set forth in Health and Safety Code Sections 34180 and 34188.

5. Appraisal Report and Value of Property. Health and Safety Code Section 34180(f)(2) authorizes the Oversight Board, acting pursuant to Health & Safety Code Section 34179, to conduct an appraisal by an independent appraiser to establish the fair market value of the Property as of the 2011 property tax lien date. However, given the fact that the Property will be used as a Waste Water Treatment Plant by the City for the purpose of providing sewer services to the residents of the City of Beaumont and providing safe drinking water, the Taxing Entities agree that the Property will be transferred without cost to the City and no appraisal shall be required.

6. Calculation and Payment of Sales Price. The Parties acknowledge and agree that the Sales Price for the Property shall be zero; pursuant to which the City shall remit to the Auditor-Controller zero Sales Proceeds (the "Compensation Payment") concurrently with conveying and transferring fee title of the Property to the City by the Successor Agency pursuant to a transfer agreement entered into by the Parties and approved by the Oversight Board and DOF.

6.1. The Parties hereby agree and represent that the payment(s) made pursuant to this Agreement satisfies the requirements of Health and Safety Code Sections 34180(f) and 34188 regarding the legally mandated payments to Taxing Entities in proportion to their shares of the property base for the value of the Property retained by the City.

7. Conditions Precedent to Effectuation and Implementation of Agreement. Notwithstanding anything contained in this Agreement to the contrary, effectuation and implementation of the Agreement, including but not limited to the City's obligation to remit and pay the Compensation Payment to the Parties, shall be subject to the prior approval of a transfer agreement by and between the Successor Agency and the City, and execution of this Compensation Agreement by each of the other applicable Taxing Entities operating and/or located within the Project Area. In the event that a court of competent jurisdiction issues an order, new legislation is enacted or the legislature modifies

the requirements of Health & Safety Code Section 34180(f), then this Agreement shall remain binding and enforceable.

8. Miscellaneous Provisions.

8.1. Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified on the signature pages to this Agreement or to such other address as each of the Parties may designate by written notice delivered to the other in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

8.2. Headings; Interpretation. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties agree that this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

8.3. Action or Approval. Whenever action and/or approval by the City is required under this Agreement, the City Council may act on and/or approve such matter unless specifically provided otherwise through a delegated authority to a City official.

8.4. Entire Agreement. This Agreement and all exhibits hereto, contain the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof

8.5. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by other Parties. Any executed counterpart of this Agreement may be delivered to other Parties by facsimile and shall be deemed as binding as if an originally-signed counterpart was delivered.

8.6. Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall continue in full force and effect unless an essential purpose of the Agreement is defeated by such invalidity or unenforceability.

8.7. No Third Party Beneficiaries. Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

8.8. Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of the Parties shall not be construed as a joint venture, equity venture, partnership or any other relationship.

8.9. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Riverside County, California or in the Federal District Court for the Central District of California.

8.10. Conditional Effectiveness. This Agreement shall become effective when the City and the Taxing Entities have executed this Agreement below. In the event that not all of the Taxing Entities execute this Agreement, this Agreement shall be effective with respect to those Taxing Entities that do sign this Agreement upon the execution of this Agreement by the City. Promptly following the effectiveness of this Agreement, the City shall transmit notice to all the applicable Party or Parties that the Agreement is effective and specifying the date the Agreement became effective (the "Effective Date").

IN WITNESS WHEREOF, the foregoing agreement was adopted by the City Council of the City of Beaumont and was adopted by the additional parties hereto, all which have executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed on the day and year set opposite the name of each of the parties.

CITY OF BEAUMONT, CALIFORNIA

By: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

Beaumont Unified School District

By: _____

APPROVED AS TO FORM:

By: _____

ATTEST:

By: _____

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

County of Riverside

By: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel
Chief Deputy County Counsel

ATTEST:

By: Spencer Russo

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

County of Riverside

By: _____
Karen Spiegel, Chair
Board of Supervisors

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Synthia M. Gunzel
Chief Deputy County Counsel

ATTEST:

By: _____

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

Riverside County Office of Education

By: _____

APPROVED AS TO FORM:

By: _____

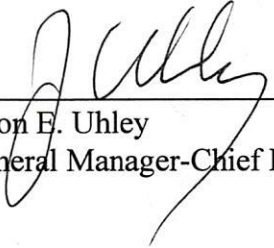
ATTEST:


By: _____

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By 
Jason E. Uhley
General Manager-Chief Engineer

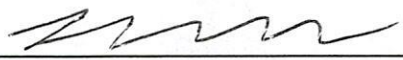
By 
Karen Spiegel, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

Gregory P. Priamos
County Counsel

Kecia Harper
Clerk of the Board

By 
Michael Thomas
Deputy County Counsel

By 
Deputy

(SEAL)

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

Mt. San Jacinto Junior College

By: _____

APPROVED AS TO FORM:

By: _____

ATTEST:

By: _____

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

Beaumont Cherry Valley Recreation and Park District

By: _____

APPROVED AS TO FORM:

By: _____

ATTEST:

By: _____

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

Beaumont Library District

By: _____

APPROVED AS TO FORM:

By: _____

ATTEST:

By: _____

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

San Geronio Pass Water Agency

By: _____

APPROVED AS TO FORM:

By: _____

ATTEST:

By: _____

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

San Geronio Pass Memorial Hospital

By: _____

APPROVED AS TO FORM:

By: _____

ATTEST:

By: _____

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

Summit Cemetery District

By: _____

APPROVED AS TO FORM:


By: _____

ATTEST:

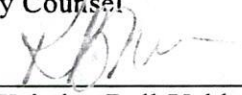
By: _____

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

Riverside County Regional Park and Open Space District

By: 
____ Chuck Washington, Chair
____ Board of Directors

APPROVED AS TO FORM:
Gregory P Priamos
County Counsel

By: 
____ Kristine Bell-Valdez
____ Supervising Deputy County Counsel

ATTEST:

By: 

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

Riverside County Regional Park and Open Space District

By: _____
Chuck Washington, Chair
Board of Directors

APPROVED AS TO FORM:
Gregory P Priamos
County Counsel

By: _____
Kristine Bell-Valdez
Supervising Deputy County Counsel

ATTEST:

By: _____

Exhibit A

Legal Description

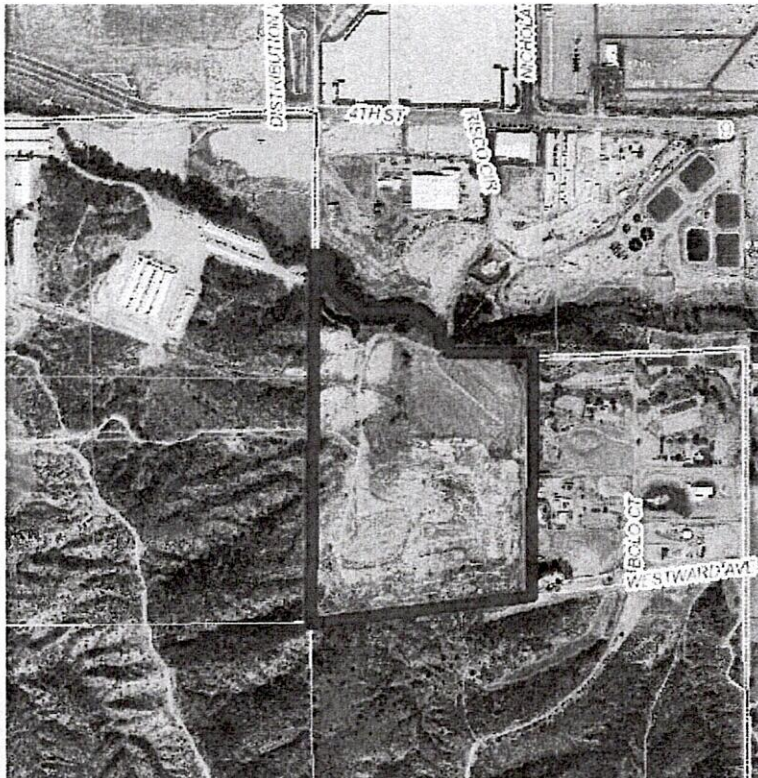
52.00 ACRES M/L IN POR SW 1/4 OF SEC 9 T3S R1W FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS Township N 3 Acres 052.00 M/L Section 09 Portion 1/4 Range 01 Portion Direction S Range Direction W

Property Description

The Property consists of one (1) approximately 52.00-acre parcel (APN 417-020-034) located on Fourth Street, directly adjacent to the existing Wastewater Treatment Plant located at 715 W. Fourth Street approximately 400 feet southwest of Coopers Creek. The site is vacant land which is landlocked. The property has been mass graded to create seven pads for future treatment plant facility buildings, access roads and a large water storage basin. The Expansion Property contains multiple easements for major utilities including a major Edison power line system, two gas pipeline easements, one fiber optic cable easement and one petroleum pipeline easement. These easements prohibit any future building on a majority of the site. In the City's General Plan, the Expansion Property is designated as Public Facility.

(updated legal description to be provided by First American Title Company)

Site Exhibit



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RECITALS

A. Pursuant to Assembly Bill xl 26, effective February 1, 2012, the Redevelopment Agency of the City of Beaumont ("**Redevelopment Agency**") was dissolved, and pursuant to California Health and Safety Code Section 34173, the City assumed the capacity of the Successor Agency to the dissolved Redevelopment Agency ("**Successor Agency**").

B. The City has requested of the Successor Agency that certain real property located within the City and more specifically identified on Exhibit "A", attached hereto and made a part hereof by this reference (APN 417-030- 034) (the "**Property**") be retained by the City for future redevelopment activities as a site for expansion of the City's Wastewater Treatment Plant pursuant to California Health & Safety Code Section 34180(f).

C. The Successor Agency submitted to the Countywide Oversight Board for the County of Riverside ("**Oversight Board**") and the State Department of Finance ("**DOF**") a proposed Long Range Property Management Plan ("**LRPMP**") pursuant to Health & Safety Code Section 34191.5(b) for DOF review and approval. DOF formally approved said LRPMP on December 29, 2015.

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other applicable Taxing Entities operating and/or located within the Project Area. In the event that a court of competent jurisdiction issues an order, new legislation is enacted or the legislature modifies the requirements of Health & Safety Code Section 34180(f), then this Agreement shall remain binding and enforceable.

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8.5. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by other Parties. Any executed counterpart of this Agreement may be delivered to other Parties by facsimile and shall be deemed as binding as if an originally-signed counterpart was delivered.

8.6. Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall continue in full force and effect unless an essential purpose of the Agreement is defeated by such invalidity or unenforceability.

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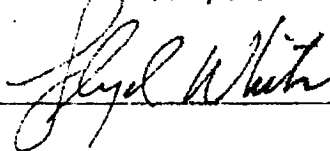
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IN WITNESS WHEREOF, the foregoing agreement was adopted by the City Council of the City of Beaumont and was adopted by the additional parties hereto, all which have executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed on the day and year set opposite the name of each of the parties.

CITY OF BEAUMONT, CALIFORNIA

By: _____



APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

Beaumont Unified School District

By: *Susie Lara*
Susie Lara (Aug 5, 2021 00:22 PDT)
Susie Lara, Board President
Beaumont Unified School District Board of Trustees

ATTEST:

By: *Shawn D. Mitchell*
Shawn D. Mitchell (Aug 9, 2021 09:11 PDT)
Shawn Mitchell, Clerk of the Board
Beaumont Unified School District Board of Trustees

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

County of Riverside

By: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel
Chief Deputy County Counsel

ATTEST:

By: Michelle Raso

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

RECOMMENDED FOR APPROVAL:


**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By



Jason E. Uhley
General Manager-Chief Engineer

By



Karen Spiegel, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

Gregory P. Priamos
County Counsel

Kecia Harper
Clerk of the Board

By



Michael Thomas
Deputy County Counsel

By

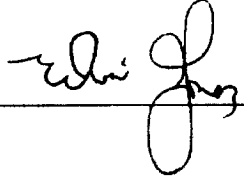


Yvonne Raso
Deputy

(SEAL)

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

Riverside County Office of Education

By:  _____

APPROVED AS TO FORM:

By: _____

ATTEST:

By: _____

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

Mt. San Jacinto College

DocuSigned by:
By: Roger Schultz
2FE5648C7BC8476...
December 14, 2021

APPROVED AS TO FORM:


By: _____

ATTEST:

By: _____

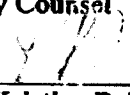
SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

Riverside County Regional Park and Open Space District

By: 
____ Chuck Washington, Chair
____ Board of Directors

APPROVED AS TO FORM:

**Gregory P Priamos
County Counsel**

By: 
**Kristine Bell-Valdez
Supervising Deputy County Counsel**

ATTEST:

By: 

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

San Geronio Memorial Healthcare District

By:  _____

APPROVED AS TO FORM:

By: _____

ATTEST:

By: _____

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

Summit Cemetery District

By: Linda Smith

APPROVED AS TO FORM:

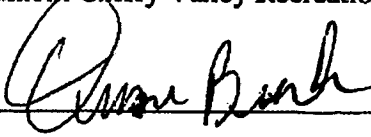
By: _____

ATTYST:

By: [Signature]

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

Beaumont Cherry Valley Recreation and Park District

By: 

APPROVED AS TO FORM:

By: _____

ATTEST:

By: _____

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

Beaumont Library District

By: Margaret K. Coleman

APPROVED AS TO FORM:

By: Juren E. DeLunson

ATTEST:

By: Laura Cook

SIGNATURE PAGE TO AGREEMENT AMONG TAXING ENTITIES

San Geronio Pass Water Agency

By: 

APPROVED AS TO FORM:

By: _____

ATTEST:

By: Norman W. Ford, Jr.

Exhibit A

Legal Description

52.00 ACRES M/L IN POR SW 1/4 OF SEC 9 T3S R1W FOR TOTAL DESCRIPTION SEE
ASSESSORS MAPS Township N 3 Acres 052.00 M/L Section 09 Portion 1/4 Range 01
Portion Direction S Range Direction W

Property Description

The Property consists of one (1) approximately 52.00-acre parcel (APN 417-020-034) located on Fourth Street, directly adjacent to the existing Wastewater Treatment Plant located at 715 W. Fourth Street approximately 400 feet southwest of Coopers Creek. The site is vacant land which is landlocked. The property has been mass graded to create seven pads for future treatment plant facility buildings, access roads and a large water storage basin. The Expansion Property contains multiple easements for major utilities including a major Edison power line system, two gas pipeline easements, one fiber optic cable easement and one petroleum pipeline easement. These easements prohibit any future building on a majority of the site. In the City's General Plan, the Expansion Property is designated as Public Facility.

(updated legal description to be provided by First American Title Company)

Site Exhibit



**ADDENDUM NUMBER ONE
TO
AGREEMENT AMONG TAXING ENTITIES**

This Addendum Number One to Agreement Among Taxing Entities ("**Addendum**"), dated for reference purposes as of October 28, 2021, is entered into by and between the City of Beaumont, a general law city ("**City**"), and the Riverside County Office of Education and Mt. San Jacinto Junior College, (collectively "**Certain Taxing Entities**") (collectively, the "**Parties**").

RECITALS

A. The Agreement Among Taxing Entities ("Agreement") has been executed by the Taxing Entities, as defined therein, excluding the Certain Taxing Entities defined above;

B. The Certain Taxing Entities have suggested certain additional provisions to the Agreement Among Taxing Entities which may be enforced by any of the Taxing Entities;

C. The Successor Agency of the City of Beaumont Redevelopment Agency's 2015 Long Range Property Management Plan ("LRPMP") dated December 2015 which was approved by the Department of Finance on December 29, 2015 provides in pertinent part as follows:

The Site is the Wastewater Treatment Plant Expansion Property (the "Expansion Property") and is proposed to be retained by the City of Beaumont for future development (i.e use of a governmental facility) pursuant to HSC 34191.5(c)(2)

D. Rather than recirculate the Agreement Among Taxing Entities City and the Certain Taxing Entities desire to execute this Addendum containing the certain additional provisions reflecting the restrictions in the LRPMP as set forth below:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

ADDENDA

1. The City shall use the Property only for the purposes set forth in the LRPMP, being use as a governmental facility and/or a Waste Water Treatment Plant Expansion Property. The City shall not sell, lease or otherwise transfer the Property to any other person or entity for any other use without the signed written consent of the Taxing Entities, except as provided in Section 2, below
2. In the event that the City desires to sell, lease or otherwise transfer the Property to a person or entity, for other than a use identified in Paragraph 1, above, the Property shall be sold for at least its then existing fair market value using a competitive process and the proceeds of the sale shall be payable to the County Auditor-Controller for the benefit of the Taxing Entities in accordance with Section 4 of the Agreement.
3. The terms of this Addendum may be enforced by any of the Taxing Authorities, as that term is defined in the Agreement.

4. The delivery of the Agreement by the Certain Taxing Authorities to the City shall only be deemed effective at such time as the City shall have delivered the countersigned Agreement Among Taxing Authorities and this Addendum to the Certain Taxing Authorities.

IN WITNESS WHEREOF, the foregoing addendum was adopted by the City Council of the City of Beaumont and was adopted by the additional parties hereto, all which have executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed on the day and year set opposite the name of each of the parties.

CITY OF BEAUMONT, CALIFORNIA

By: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

Notices to CITY OF BEAUMONT, CALIFORNIA:

City of Beaumont
c/o City Manager
550 E. 6th Street
Beaumont, CA 92223

With a Copy to: John Pinkney, City Attorney
1800 East Tahquitz Canyon Way
Palm Springs, CA 92262

RIVERSIDE COUNTY OFFICE OF EDUCATION

By: _____

Edwin Gomez, Ed.D.,
Riverside County Superintendent of Schools

APPROVED AS TO FORM:

By: _____

ATTEST:


By: _____

Attention:

With a Copy to:

Attention: _____

MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT

By:  _____
Roger Schultz

Superintendent/President

APPROVED AS TO FORM:

By: _____

ATTEST:

By: _____

Notices to MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT:

**Mt. San Jacinto Community College District
Attn: Beth Gomez, VP of Business Services
1499 N. State Street
San Jacinto, CA 92583**

With a Copy to:

Attention: _____

Addendum re SARDA Land 09 29 2021

Final Audit Report

2021-11-01

Created:	2021-10-28
By:	Deanna Bustamante (dbustamante@msjc.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAANK6_mryS4YVWJW16zbcCjHfRmW12fock

"Addendum re SARDA Land 09 29 2021" History

- Document created by Deanna Bustamante (dbustamante@msjc.edu)
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- Document emailed to Kristen Grimes (kgrimes@msjc.edu) for signature
2021-10-28 - 9:25:16 PM GMT
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2021-10-30 - 4:11:10 PM GMT - IP address: 174.195.134.59
- Document signing delegated to Roger Schultz (rschultz@msjc.edu) by Kristen Grimes (kgrimes@msjc.edu)
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- Document e-signed by Roger Schultz (rschultz@msjc.edu)
Signature Date: 2021-11-01 - 4:40:45 PM GMT - Time Source: server - IP address: 207.233.7.42
- Agreement completed.
2021-11-01 - 4:40:45 PM GMT