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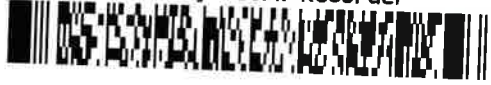
March Joint Powers Authority
Attn: Chief Executive Officer
14205 Meridian Parkway, Suite 140
Riverside, CA 92518

2024-0067522

03/12/2024 11:12 AM Fee: \$ 0.00

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Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



6043

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APN:
DTT:

Space above this line for Recorder's use only
Fee Exempt Govt. Code §27383

**Fifth Amendment to March LifeCare Campus
Disposition and Development Agreement (DDA)**

**Authority: March Joint Powers Authority
Developer: March1 LLC**

**FIFTH AMENDMENT TO
MARCH LIFECARE CAMPUS
DISPOSITION AND DEVELOPMENT AGREEMENT**

This **FIFTH AMENDMENT TO MARCH LIFECARE CAMPUS DISPOSITION AND DEVELOPMENT AGREEMENT** (“**Fifth Amendment**”) is entered into by and between MARCH JOINT POWERS AUTHORITY, a California joint powers authority (“**Authority**”), as successor-in-interest to the March Joint Powers Redevelopment Agency; and MARCH1 LLC, a California limited liability company (“**Developer**”), as successor-in-interest to March Healthcare Development, LLC, a California limited liability company. Authority and Developer are sometimes referred to, individually, in this Fifth Amendment as a “**Party**” and, collectively, as the “**Parties.**”

This Fifth Amendment is entered into by the Parties based upon the facts and circumstances set forth in the following Recitals.

RECITALS

A. The March Joint Powers Redevelopment Agency, a California public agency (“**Agency**”), and March Healthcare Development, LLC, a California limited liability company (“**MHD**”), entered into that certain March LifeCare Campus Disposition and Development Agreement dated April 7, 2010 (the “**Original Agreement**”), as amended by that certain “**First Amendment to March LifeCare Campus Disposition and Development Agreement,**” dated as of March 7, 2012 (“**First Amendment**”), as amended by that certain “**Second Amendment to March LifeCare Campus Disposition and Development Agreement,**” dated as of September 29, 2018 (“**Second Amendment**”), as amended by that certain Third Amendment to March LifeCare Campus Disposition and Development Agreement,” dated as of January 26, 2022 (“**Third Amendment**”), as amended by that “**Fourth Amendment to March LifeCare Campus Disposition and Development Agreement**” dated as of May 2, 2023 (“**Fourth Amendment**”). As used herein, the term “**DDA**” means the Original Agreement, as amended.

B. Authority is the successor-in-interest to Agency, pursuant to that certain “**Assignment and Assumption of March Lifecare Campus Disposition and Development Agreement,**” dated March 2, 2011, a memorandum of which is recorded in the Official Records of the County of Riverside as Document No. 2011-0107853.

C. On January 22, 2016, MHD assigned its rights in and to the DDA to Developer, an affiliate of MHD.

D. The DDA, among other things, requires Developer to complete the PRV Facility (as described in Section 4(i)(1) of the Third Amendment) by July 31, 2023 (“**PRV Completion Date**”), which completion is to be evidenced by the issuance of a notice of completion (“**Notice of Completion**”) by Western Municipal Water District (“**Western**”), subject only to punch list items.

E. Developer claims, and Authority disputes whether Developer completed the PRV Facility by the PRV Completion Date.

F. Authority and Developer desire by this Fifth Amendment to clarify that the PRV Facility is now deemed substantially completed (“**Clarification**”) and to amend the Developer’s obligations with respect to the construction of two Cactus Channel crossings (“**Crossings Amendment**”) so as to align those crossings with the future design, to be done by others, for the Cactus Channel.

G. Additionally, Developer desires to develop the SCE Substation at a location that differs from the location originally contemplated in Exhibit D-II of the DDA (“**SCE Substation Relocation**”). Developer represents that the change in location is beneficial to the Project and that Developer possesses the experience necessary to develop the SCE Substation (at either location) and to coordinate with Southern California Edison on completing said development, in satisfaction of Developer’s obligations under Exhibit D-II of the DDA.

H. The Clarification and Crossings Amendment would facilitate the continued development of the LifeCare Campus project in a way that would increase funds to the taxing entities and do not extend the outside deadline to complete the overall project.

I. The Clarification and Crossings Amendment are not actions requiring approval of the Oversight Board of the Agency under Section 34180 of the California Health & Safety Code, and as such, the Authority is authorized to enter into this Fifth Amendment in its capacity as the assignee to the Agency’s rights and obligations under Section 6.03 of the DDA.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

OPERATIVE PROVISIONS

1. **Recitals Incorporated.** The above Recitals are incorporated herein and made a part of this Fifth Amendment by this reference.

2. **Effect Upon DDA.** The Parties ratify and reaffirm each and every one of their rights and obligations as set forth in the DDA. All initially capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the DDA. From and after this Fifth Amendment’s Effective Date, wherever the term “Agreement” appears in the DDA and its exhibits, it will be read and understood to mean the DDA as modified by this Fifth Amendment. Except as so expressly modified, all other terms, conditions and requirements of the DDA and its exhibits remain unchanged and in full force and effect.

3. **Effective Date.** This Fifth Amendment shall become effective on the date which it has been approved and executed by the respective authorized representative(s) of the Parties (“**Effective Date**”).

4. **Clarification Regarding Completion of the PRV Facility.** The Authority and Developer hereby acknowledge that the PRV Facility is now substantially complete, as evidenced by the Notice of Substantial Completion issued by Western on October 30, 2023. Authority hereby agrees to waive any and all remedies associated with any alleged failure on the part of Developer

to complete the PRV Facility by the PRV Completion Date, subject to the terms and conditions contained in this Fifth Amendment.

5. Amendment of Cactus Channel Crossings Obligations. Under the DDA, the Developer is presently required to, among other things: (1) complete construction of a Cactus Avenue Channel Crossing at Riverside Drive on or before October 3, 2024 as shown on Exhibit D-II of the DDA (the “**Cactus/Riverside Channel Crossing**”); (2) commence construction of a Cactus Avenue Channel Crossing at March Lifecare Drive on or before October 3, 2027 as shown on Exhibit D-III of the DDA (the “**Cactus/March Lifecare Channel Crossing**”, and together with the Cactus/Riverside Channel Crossing, the “**Crossings**”); (3) complete construction of a traffic signal at the intersection of Cactus Avenue and Riverside Drive on or before October 3, 2024 as shown on Exhibit D-II of the DDA (“**Traffic Signal**”); and (4) complete construction of the SCE Substation on or before October 3, 2024 as shown on Exhibit D-II of the DDA. Developer and Authority agree, in lieu of completing the Crossings, Developer shall pay into an escrow account under Authority’s control (“**Escrow Account**”) the sum of three million dollars (\$3,000,000.00) (“**In Lieu Funds**”), in the manner described in Paragraph 6 below, to cover the cost of construction of the Crossings and a portion of the Authority’s contribution toward the completion of the Cactus Channel. Developer’s obligations to complete construction of the Traffic Signal and SCE Substation under the DDA remain unchanged.

6. Use of Escrow Account. Developer shall deposit the In Lieu Funds into the Escrow Account in installments as follows: (1) five hundred thousand dollars (\$500,000.00) on or before July 1, 2024; (2) one million dollars (\$1,000,000.00) on or before July 1, 2025; and (3) one million five hundred thousand dollars (\$1,500,000.00) on or before July 1, 2026. The In Lieu Funds may be used only for the purposes of meeting any contribution obligation of the Authority to the cost of the construction of the Cactus Channel, and may include the cost of constructing the Crossings required to be constructed by Developer under the DDA (as noted in Paragraph 5 above); provided, however, in the event the Crossings are not completed by the time Developer reaches a threshold in the Project whereby at least one of the Crossings is both (a) unfinished and (b) a necessary Project milestone, then, and so long as Developer is not otherwise in default under the DDA, Developer will be entitled to reimbursement out of the Escrow Account up to a maximum amount of one million five hundred thousand dollars (\$1,500,000.00) (“**Reimbursable Funds**”) towards Developer’s completion of that necessary and unfinished portion of the Crossings. Disbursement of any Reimbursable Funds payable to Developer shall be issued to Developer within 30 days of Authority’s receipt from Developer of a written request for reimbursement accompanied by reasonable documentation and copies of receipts in support of the amount requested. Any work on the Crossings by Developer shall be in a manner consistent with the then standards and requirements provided by the Riverside County Flood Control and Water Conservation District (“**Flood Control**”) for the Crossings and the completion of any such work by Developer is subject to Flood Control’s final sign off. In no event shall the Authority be obligated to (x) deposit any funds into the Escrow Account, or (y) use its own monies to reimburse Developer for costs incurred by Developer related to the Crossings.

7. Storm Drain Credit. Provided Developer is not in default under the DDA, Developer shall receive a dollar-for-dollar credit against any storm drain fees assessed by the Authority against Developer or any purchaser of land from Developer in an amount equal to fifty percent (50%) of the payments made by it into the Escrow Account under this Fifth Amendment.

8. SCE Substation Relocation. Developer understands that the proposed relocation of the SCE Substation may require Developer to obtain further governmental and other approvals and conduct environmental studies, including without limitation in compliance with the California Environmental Quality Act. Developer hereby agrees to reimburse the Authority within 30 days of receiving an invoice from the Authority for all third-party costs and fees (including Attorneys' fees) incurred by the Authority related to the proposed SCE Substation Relocation. Except as expressly specified in Paragraph 5 above, Developer and Authority understand and agree that no part of this Paragraph 8 or this Fifth Amendment is intended to alter, nor does it in any way whatsoever alter, Developer's construction obligations under Exhibit D-II, including without limitation, completion of the SCE Substation by the October 3, 2024, deadline set forth in Exhibit D-II. Notwithstanding any other provision to the contrary contained in this Fifth Amendment or the DDA, Developer hereby waives the right to assert the existence of any force majeure event in connection with the completion of the SCE Substation, including without limitation events related to the approvals, environmental studies related to the proposed relocation of the SCE Substation described herein.

9. No Other Modification. Except as modified herein, all other terms of the DDA, including without limitation, the remainder of Exhibit D, the Parties' agreement to meet and confer in good faith regarding an amended and restated DDA with the goal of executing such amended and restated DDA not later than October 3, 2024, and payment by Developer of any costs and fees payable by Developer to Authority, remain unchanged and in full force and effect. For the avoidance of doubt, unless and until the Parties execute an amended and restated DDA, the Parties' rights and obligations under the DDA (as herein amended) remain unchanged and in full force and effect. Failure of Developer to meet any of the deadlines set forth in Exhibit D (as amended) or to make the payments in Paragraphs 5 and 8 to Authority when due shall be deemed a default under the DDA entitling Authority to all remedies available to it under the DDA and any applicable law, or to terminate the DDA at its sole option without incurring any liability whatsoever to Developer. Developer hereby waives the right to assert the existence of any reasonably foreseeable force majeure event that Developer is or should be presently aware of. Notwithstanding the foregoing, the force majeure provision contained in the DDA shall remain in effect as to new and unforeseeable qualifying force majeure events arising after the Effective Date of this Fifth Amendment.

10. Time of the Essence. Time is of the essence with respect to the Parties' performance of each and every obligation set forth herein.

11. Memorandum of Agreement. A Memorandum of this Fifth Amendment shall be recorded in the Official Records of the County of Riverside in a form reasonably acceptable to the Parties within 10 days of the Effective Date.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Fifth Amendment to be executed by their duly authorized representatives as of the date indicated below.

This agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

“AUTHORITY”

MARCH JOINT POWERS AUTHORITY,
a California joint powers authority

By: 

Grace I. Martin, DPPD
Chief Executive Officer

Date: 03/06/24

“DEVELOPER”

MARCH1 LLC,
a California limited liability company

By: _____
Name: Stephen J. Tomassi
Its: Co-Manager

Date: _____

ATTEST:


By: 

Cindy Camargo, Secretary

By: _____
Name: Daniel Niemann
Its: Co-Manager

Date: _____

APPROVED AS TO FORM:

By: 

Thomas A. Rice, General Counsel
Best Best & Krieger, LLP

JPC: 02.14.24-9.6

ACKNOWLEDGMENT

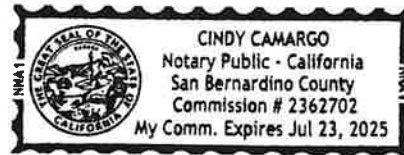
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

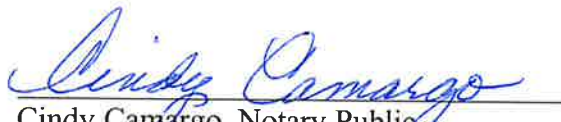
State of California
County of Riverside

On March 6, 2024, before me, Cindy Camargo, Notary Public, personally appeared **Grace I. Martin**, 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.



 (Seal)
Cindy Camargo, Notary Public
Commission #2362702
Commission Expires Jul 23, 2025

Attached to: Fifth Amendment to March LifeCare Campus
Disposition and Development Agreement (DDA)

IN WITNESS WHEREOF, the Parties hereto have caused this Fifth Amendment to be executed by their duly authorized representatives as of the date indicated below.

This agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

“AUTHORITY”

MARCH JOINT POWERS AUTHORITY,
a California joint powers authority

By: _____
Grace I. Martin, DPPD
Chief Executive Officer

Date: _____

“DEVELOPER”

MARCH1 LLC,
a California limited liability company

By: Stephen J. Tomassi
Name: Stephen J. Tomassi
Its: Co-Manager

Date: March 5, 2024

ATTEST:

By: _____
Cindy Camargo, Secretary

By: _____
Name: Daniel Niemann
Its: Co-Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Thomas A. Rice, General Counsel
Best Best & Krieger, LLP

JPC: 02.14.24-9.6

ACKNOWLEDGMENT

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 Orange)

On March 5, 2024, before me, Graciela Bovee,
Notary Public, personally appeared Stephen J. tomassi,
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: Gracie Bovee

(Seal)



IN WITNESS WHEREOF, the Parties hereto have caused this Fifth Amendment to be executed by their duly authorized representatives as of the date indicated below.

This agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

“AUTHORITY”

“DEVELOPER”

MARCH JOINT POWERS AUTHORITY,
a California joint powers authority

MARCH1 LLC,
a California limited liability company

By: _____
Grace I. Martin, DPPD
Chief Executive Officer

By: _____
Name: Stephen J. Tomassi
Its: Co-Manager

Date: _____

Date: _____


ATTEST:

By: _____
Name: Daniel Niemann
Its: Co-Manager

By: _____
Cindy Camargo, Secretary

Date: 03.05.24

APPROVED AS TO FORM:

By: _____
Thomas A. Rice, General Counsel
Best Best & Krieger, LLP

JPC: 02.14.24-9.6

ACKNOWLEDGMENT

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 Los Angeles)

On March 5, 2024, before me, Kathia Ramirez,
Notary Public, personally appeared Daniel Nicmann,
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: *[Handwritten Signature]*

(Seal)

Exhibit B
Legal Description

from original

March LifeCare Campus
Disposition and Development Agreement
dated April 7th, 2010

EXHIBIT B

LEGAL DESCRIPTION

LEGAL DESCRIPTION DDA BOUNDARY

Those portions of Lots 1 and 8 in Block 262, and Lots 1 through 8, inclusive, in Block 261, and Lots 1 through 8, inclusive, in Block 280, and Lots 1 through 8, inclusive, in Block 281 of Map No. 1 of Bear Valley and Alessandro Development Co., as shown by map on file in Book 11 of Maps at page 10, thereof, Records of San Bernardino County, California, lying in Sections 13 and 24, Township 3 South, Range 4 West, San Bernardino Meridian, described as follows:

BEGINNING at the intersection of the centerline of Cactus Avenue with the centerline of Heacock Street (30.00 feet in half width), as shown on Record of Survey on file in Book 124 of Records of Survey at pages 69 through 81, inclusive thereof, Records of Riverside County, California, said centerline of Heacock Street being the easterly line of said Blocks 261 and 280;

Thence South 00°26'00" West along said centerline of Heacock Street, a distance of 2640.57 feet to a point of intersection with the centerline of John F. Kennedy Drive as shown on Tract No. 19711 on file in Book 182 of Maps at pages 38 through 42, inclusive thereof, Records of Riverside County, California, said centerline of Heacock Street also being the westerly line of Block 144 of said Map No. 1 of Bear Valley and Alessandro Development Co.;

Thence South 00°26'44" West along said centerline of Heacock Street, a distance of 26.65 feet to a point of intersection with the easterly prolongation of the northerly line of Parcel 5 of Record of Survey on file in Book 121 of Records of Survey at pages 83 through 90, inclusive thereof, Records of Riverside County, California, said centerline of Heacock Street also being the easterly line of said Block 281;

Thence along the boundary line of said Parcel 5 the following seven (7) courses and distances:

1) North 89°34'43" West, a distance of 858.46 feet to the beginning of a non-tangent curve, concave to the southeast, having a radius of 100.00 feet, the radial line from said point bears South 00°27'54" West;

2) Westerly, southwesterly and southerly along said curve, to the left, through a central angle of 90°00'55", an arc distance of 157.11 feet;

3) South 00°26'59" West, a distance of 71.74 feet to the beginning of a tangent curve, concave to the west, having a radius of 75.00 feet;

4) Southerly along said curve, to the right, through a central angle of 06°50'44", an arc distance of 8.96 feet;

5) South 07°17'43" West, a distance of 92.07 feet to the beginning of a tangent curve, concave to the east, having a radius of 75.00 feet;

6) Southerly along said curve, to the left, through a central angle of $06^{\circ}50'44''$, an arc distance of 8.96 feet;

7) South $00^{\circ}26'59''$ West, a distance of 569.36 feet to the southwesterly corner of said Parcel 5, said corner also being the northwesterly corner of that certain parcel of land conveyed to The March Joint Powers Authority described as Parcel K-5D-B1050 on Quitclaim Deed recorded November 05, 2007 as Document No. 2007-0674220, Official Records of Riverside County, California;

Thence along said boundary line of Parcel 5 and along the boundary line of said Parcel K-5D-B1050 the following eight (8) courses and distances:

1) South $89^{\circ}33'04''$ East, a distance of 5.00 feet to the beginning of a non-tangent curve, concave to the southeast, having a radius of 15.00 feet;

2) Northeasterly along said curve, to the right, through a central angle of $90^{\circ}00'30''$, an arc distance of 23.56 feet;

3) South $89^{\circ}33'04''$ East, a distance of 303.98 feet to the beginning of a tangent curve, concave to the northwest, having a radius of 55.00 feet;

4) Northeasterly along said curve, to the left, through a central angle of $85^{\circ}54'06''$, an arc distance of 82.46 feet;

5) South $89^{\circ}33'04''$ East, a distance of 252.16 feet;

6) North $00^{\circ}26'26''$ East, a distance of 160.24 feet;

7) South $89^{\circ}33'04''$ East, a distance of 183.69 feet;

8) North $62^{\circ}09'21''$ East along said boundary line and along the northeasterly prolongation thereof, a distance of 177.05 feet to a point on said centerline of Heacock Street;

Thence South $00^{\circ}26'44''$ West along said centerline, a distance of 477.28 feet to a point thereon;

Thence North $89^{\circ}33'16''$ West, a distance of 29.79 feet to a point on westerly right of way line of said Heacock Street, said point being the southeasterly corner of said Parcel K-5D-B1050;

Thence along said boundary line of Parcel K-5D-B1050 the following eight (8) courses and distances:

1) North $47^{\circ}27'01''$ West, a distance of 88.64 feet;

2) North $65^{\circ}55'13''$ West, a distance of 206.62 feet;

- 3) South 00°24'35" East, a distance of 446.13 feet;
- 4) North 89°37'53" West, a distance of 325.02 feet;
- 5) North 00°06'18" West, a distance of 15.17 feet;
- 6) North 88°47'08" West, a distance of 347.43 feet to the beginning of a tangent curve, concave to the northeast, having a radius of 20.00 feet;
- 7) Northwesterly along said curve, to the right, through a central angle of 89°13'01", an arc distance of 31.14 feet

8) North 00°25'53" East, a distance of 362.61 feet to a point of intersection with the easterly prolongation of the northerly line of that certain parcel of land conveyed to the March Joint Powers Authority described as Parcel J-4-B960 on said Quitclaim Deed recorded November 05, 2007 as Document No. 2007-0674220, Official Records of Riverside County, California;

Thence North 89°38'33" West along said easterly prolongation and along said northerly line, a distance of 685.72 feet to a point on the easterly boundary line of Parcel 4 of said Record of Survey on file in Book 121 of Records of Survey at pages 83 through 90, inclusive thereof, Records of Riverside County, California;

Thence along the boundary line of said Parcel 4 the following six (6) courses and distances:

- 1) North 00°21'11" East, a distance of 45.80 feet;
- 2) South 89°45'19" East, a distance of 18.14 feet;
- 3) North 00°20'40" East, a distance of 305.07 feet;
- 4) North 89°38'45" West, a distance of 547.07 feet;
- 5) South 00°21'13" West, a distance of 330.00 feet;
- 6) South 89°38'51" East, a distance of 167.04 feet;

Thence South 00°21'03" West along said boundary line and along the southerly prolongation thereof, a distance of 424.47 feet to a point on the southerly line of that certain parcel of land conveyed to The March Joint Powers Authority described as "4th Street South and Vicinity Streets" on Quitclaim Deed recorded September 21, 2007 as Document No. 2007-0594725, Official Records of Riverside County, California;

Thence North 89°35'04" West along said southerly line, a distance of 187.77 feet to an angle point thereon;

Thence North 89°39'20" West continuing along said southerly line, a distance of 460.19 feet to a point on the westerly line of that certain parcel of land conveyed to The March Joint Powers Authority described as "Riverside Drive" on Quitclaim Deed recorded June 27, 2007 as Document No. 2007-0416182, Official Records of Riverside County, California;

Thence along said westerly line of parcel so conveyed the following five (5) courses and distances:

- 1) North 00°25'58" East, a distance of 1292.52 feet
- 2) North 01°07'52" West, a distance of 111.70 feet;
- 3) North 00°42'13" East, a distance of 738.58 feet;
- 4) South 89°17'47" East, a distance of 7.67 feet;

5) North 00°13'55" East, a distance of 489.86 feet to the southeasterly corner of that certain parcel of land conveyed to The March Joint Powers Authority described as "Castle Street" on said Quitclaim Deed recorded September 21, 2007 as Document No. 2007-0594725, said point being the beginning of a non-tangent curve, concave to the southwest, having a radius of 45.00 feet, the radial line from said point bears South 89°47'49" West;

Thence northerly, northwesterly and westerly along the southerly line of said parcel so conveyed and along said curve, to the left, through a central angle of 89°20'52", an arc distance of 70.18 feet;

Thence North 89°05'07" West along said southerly line, a distance of 358.82 feet to a point of intersection with the southerly prolongation of the easterly line of that certain parcel of land conveyed to The March Joint Powers Authority described as Parcel B2595 on Quitclaim Deed recorded October 25, 2006 as Document No. 2006-0783417, Official Records of Riverside County, California;

Thence North 00°33'08" East along said southerly prolongation and along said easterly line, a distance of 1311.87 feet to a point on the northerly line of March Air Reserve Base as shown on said Record of Survey, said line also being the centerline of said Cactus Avenue as shown on said Map No. 1 of Bear Valley and Alessandro Development Co.;

Thence South 89°33'32" East along said northerly line and along said centerline, a distance of 420.28 feet to an angle point thereon;

Thence continuing along said northerly line and along said centerline South 89°34'42" East, a distance of 2640.23 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM Parcels 1, 2 and 3 of said Record of Survey on file in Book 121 of Records of Survey at pages 83 through 90, inclusive thereof, Records of Riverside County, California and Parcel 1 of Record of Survey on file in Book 106 at page 87 thereof, Records of Riverside County, California.

ALSO EXCEPTING THEREFROM that certain parcel of land conveyed to The March Joint Powers Authority described as Parcel J-1 on Quitclaim Deed recorded May 17, 2006 as Document No. 2006-0359740, Official Records of Riverside County, California.

ALSO EXCEPTING THEREFROM that portion of that certain parcel of land conveyed to The March Joint Powers Authority described as Parcel K-5C Area 5 on Quitclaim Deed recorded October 25, 2006 as Document No. 2006-0783417, Official Records of Riverside County, described as follows:

BEGINNING at the northerly end of that certain course on the westerly line of said parcel as shown on said Quitclaim Deed being South 03°17'51" West 121.41 feet (record being South 03°17'58" West 121.40 feet), said point also being the beginning of a tangent curve, concave to the southeast, having a radius of 40.00 feet;

Thence northeasterly along said westerly line and along said curve, through a central angle of 87°10'33", an arc distance of 60.86 feet to a point on the northerly line of said parcel;

Thence South 89°31'36" East along said northerly line, a distance of 326.43 feet to a point thereon;

Thence South 00°27'14" West, a distance of 199.10 feet;

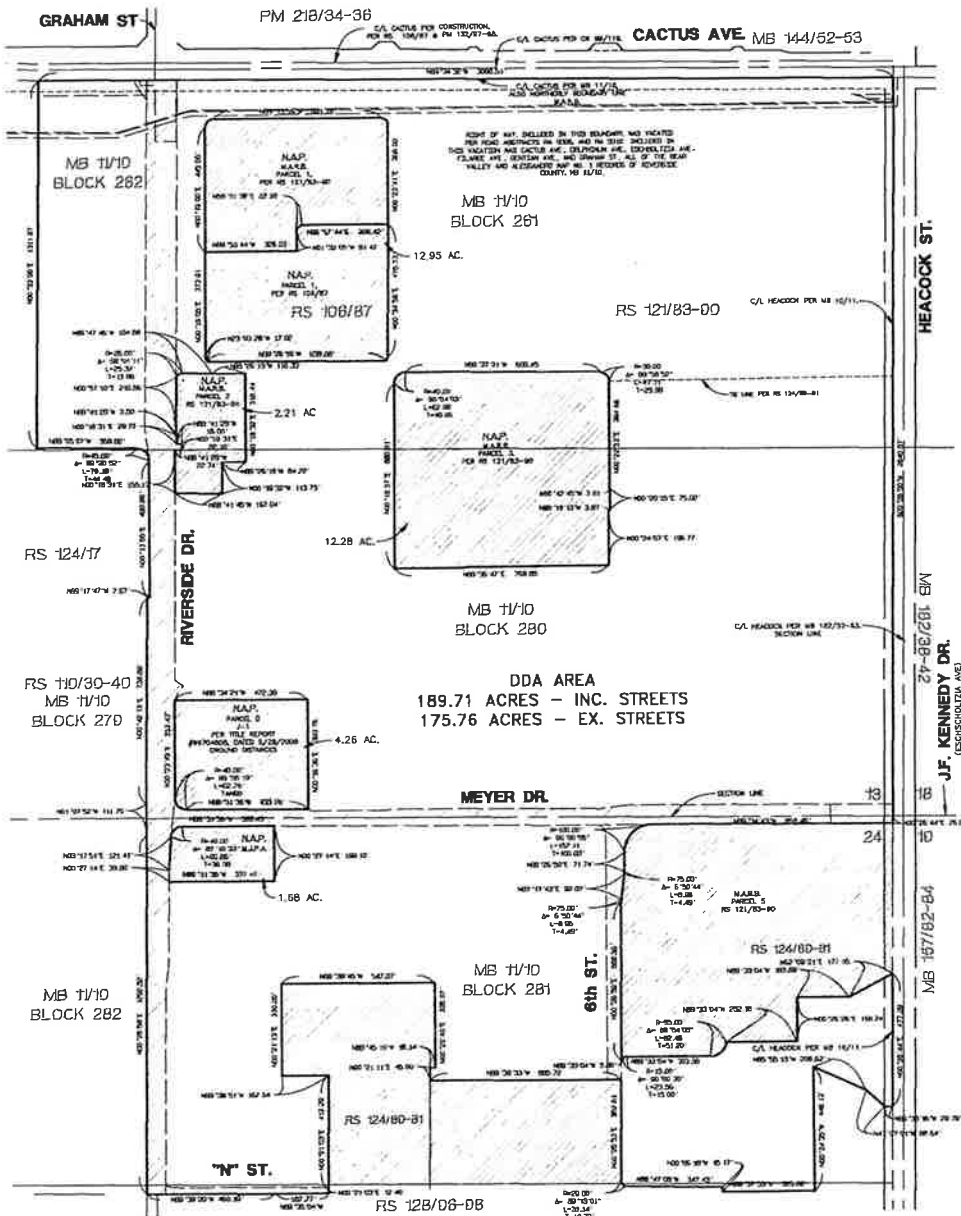
Thence North 89°31'36" West, a distance of 372.42 feet to a point on said westerly line;

Thence North 00°27'14" East, along said westerly line, a distance of 39.80 feet to an angle point thereon;

Thence North 03°17'51" East along said westerly line, a distance of 121.41 feet to the **POINT OF BEGINNING**.

Containing 189.71 acres, more or less.

IT IS NOT INTENDED THAT THIS LEGAL DESCRIPTION INCLUDE THE LANDFILL LOCATED ON LAND OWNED BY THE CITY OF MORENO VALLEY LOCATED AT THE SOUTHEAST CORNER OF THE BOUNDARY DESCRIBED ABOVE.



**DDA BOUNDARY - EXHIBIT
MARCH HEALTHCARE DEVELOPMENT**

IT IS NOT INTENDED THAT THIS BOUNDARY EXHIBIT INCLUDE THE
LANDFILL LOCATED ON LAND OWNED BY THE CITY OF MORENO VALLEY
LOCATED AT THE SOUTHEAST CORNER OF THE BOUNDARY SHOWN ABOVE.



NOT TO SCALE

C:\2008\08-0301\08-301 March Lifecore ODA Bdry.pro 3/30/2010



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