

RESOLUTION JPA-SA 24-01

A RESOLUTION OF MARCH JOINT POWERS COMMISSION OF THE SUCCESSOR AGENCY TO THE FORMER MARCH JOINT POWERS REDEVELOPMENT AGENCY, APPROVING, PURSUANT TO THE CERTIFIED WEST CAMPUS UPPER PLATEAU PROJECT FINAL ENVIRONMENTAL IMPACT REPORT (SCH #2021110304), THE THIRD AMENDMENT TO THE WEST MARCH DISPOSITION AND DEVELOPMENT AGREEMENT, AND AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE THIRD AMENDMENT TO THE WEST MARCH DISPOSITION AND DEVELOPMENT AGREEMENT.

WHEREAS, the March Joint Powers Authority (“March JPA”), the March Joint Powers Redevelopment Agency, a California public agency (“Agency”), and LNR Riverside, LLC, a California limited liability company (“LNR”), entered into that certain West March Disposition and Development Agreement, dated December 27, 2001 (“West March DDA”); and

WHEREAS, the West March DDA set forth certain rights and obligations of the March JPA and LNR with respect to the development of certain real property commonly known as the West March Business Park (aka “Meridian,” formerly “March Business Center”) located in the unincorporated portion of Riverside County; and

WHEREAS, on May 1, 2006, the First Amendment to the West March DDA (“First Amendment”) was adopted in order to incorporate Parcel D-3 West into the boundaries of the West March Planning Area and to ensure consistency with an Instrument of Release by the Federal Aviation Administration; and

WHEREAS, following certain state legislation dissolving redevelopment agencies in 2011, Agency assigned all of its interest in the West March Disposition and Development Agreement to the March JPA. As a result, the March JPA serves as the successor entity to the Agency; and

WHEREAS, pursuant to that certain Assignment of Agreement, dated August 7, 2015, LNR’s rights under the West March DDA were assigned in part to Meridian Park, LLC (“Meridian Park”); and

WHEREAS, on October 26, 2022 the March Joint Powers Commission of the March Joint Powers Authority and the March Joint Powers Commission of the Successor Agency to the Former March Joint Powers Redevelopment Agency approved the Second Amendment to the West March Disposition and Development Agreement, to provide more clarity regarding the amount of any payments the March JPA may receive from Meridian Park and to address certain obligations/milestones of the West March DDA that have already occurred/been satisfied; and

WHEREAS, the March JPA and Meridian Park desire to enter into an amendment to the West March DDA in order to: (1) to direct a portion of the future approved consideration payments identified in Schedule 1 to facilitate the development of an approximate 60-acre public park; and

(2) to extend the terms of the West March DDA to be consistent with the Development Agreement between the March Joint Powers Authority and Meridian Park West, LLC beyond the present December 26, 2026 expiration date; and

WHEREAS, the proposed West March Disposition and Development Agreement amendment is an administrative clarification that updates the public financial apportionment, while maintaining current obligations on Meridian Park, LLC; and

WHEREAS, in accordance with the California Environmental Quality Act (“CEQA”), the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), and the March JPA’s Local CEQA Guidelines, pursuant to Resolution # JPA 24-10, the Joint Powers Commission of the March Joint Powers Authority adopted environmental findings pursuant to CEQA, adopted a statement of overriding considerations, certified the West Campus Upper Plateau Project Final Environmental Impact Report (“FEIR”) (SCH # 2021110304), and adopted a Mitigation Monitoring And Reporting Program for the West Campus Upper Plateau Project; and

WHEREAS, on May 12, 2025, the Commission of the Successor Agency to the Former March Joint Powers Redevelopment Agency considered the third amendment to the West March Disposition and Development Agreement in accordance with March JPA Development Code 9.02.030(D), at which time all persons wishing to testify regarding the third amendment to the West March Disposition and Development Agreement were heard and was comprehensively reviewed; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE MARCH JOINT POWERS COMMISSION OF THE SUCCESSOR AGENCY TO THE FORMER MARCH JOINT POWERS REDEVELOPMENT AGENCY RESOLVES AS FOLLOWS:

SECTION 1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

SECTION 2. The California Environmental Quality Act. Per Resolution #JPA 24-10 the Commission has certified a Final Environmental Impact Report (“FEIR”) for the West Campus Upper Plateau (SCH #2021110304) in accordance with the requirements of CEQA, the State CEQA Guidelines, and the March JPA Local CEQA Guidelines. The Commission has reviewed and considered the information contained in the certified FEIR and all supporting documentation, copies of which are incorporated by reference as though set forth fully herein. Based on this review, the Commission finds that any comments received regarding the West March DDA amendment and its clarification have been examined and determined to not modify the significant conclusions of the FEIR. The Commission further finds that no additional feasible mitigation measures within the Commission’s authority are necessary to reduce the environmental impacts of the West March DDA amendment and its clarification, because all impacts of the West March DDA amendment and its clarification are either less than significant, will be mitigated to a level of less than significant through compliance with the existing mitigation, or remain significant and unavoidable even with the imposition all of feasible mitigation. Finally, based on the substantial evidence set forth in the record, including but not limited to the certified FEIR, the Commission finds that none of the conditions triggering the need for subsequent environmental review have

occurred. Specifically, the City finds that no subsequent environmental review is required pursuant to State CEQA Guidelines section 15162. .

SECTION 3. Authorization. The March Joint Powers Commission of the Successor Agency to the Former March Joint Powers Redevelopment Agency hereby approves the Third Amendment to the West March Disposition and Development Agreement, attached hereto and incorporated herein by this reference as Exhibit “A.” The Chief Executive Officer is hereby authorized to execute the Third Amendment to the West March Disposition and Development Agreement and to take all other actions necessary to accomplish the purpose of this Resolution.

SECTION 4. Effective Date. This Resolution shall be effective immediately after its adoption.

SECTION 5. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Resolution are declared to be severable.

SECTION 6. Notice of Determination. The March Joint Powers Commission of the Successor Agency to the Former March Joint Powers Redevelopment Agency directs staff to prepare and have filed/posted with the Riverside County Clerk, a CEQA Notice of Determination within five (5) working days of the execution of this Resolution.

SECTION 7. Custodian of Record. The documents upon which this action is based are located at the offices of the March Joint Powers Authority, located at 14205 Meridian Parkway, Suite 140, Riverside, CA 92518. The Custodian of Record is the Clerk to the March Joint Powers Commission of the Successor Agency to the Former March Joint Powers Redevelopment Agency.

PASSED, APPROVED, and ADOPTED at a regular meeting of the March Joint Powers Commission of the Successor Agency to the Former March Joint Powers Redevelopment Agency this 12th day of May, 2025.

Michael M. Vargas, Chair
March Joint Powers Commission of the
Successor Agency to Former March Joint Powers Redevelopment Agency

ATTEST:

I, Cindy Camargo, Clerk of the March Joint Powers Commission of the Successor Agency to the Former March Joint Powers Redevelopment Agency, do hereby certify that the foregoing Resolution JPA-SA 24-01 was duly and regularly adopted by the March Joint Powers Commission of the Successor Agency to the Former March Joint Powers Redevelopment Agency at its regularly scheduled meeting on May 12, 2025 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Dated: May 12, 2025

Cindy Camargo, Clerk
March Joint Powers Commission of the
Successor Agency to the Former March Joint Powers Redevelopment Agency

EXHIBIT A

**THIRD AMENDMENT TO
WEST MARCH DISPOSITION AND DEVELOPMENT AGREEMENT**

[ATTACHED]

**THIRD AMENDMENT
TO
WEST MARCH DISPOSITION AND DEVELOPMENT AGREEMENT**

This THIRD AMENDMENT TO WEST MARCH DISPOSITION AND DEVELOPMENT AGREEMENT ("**Third Amendment**") is made and entered into as of May ___, 2025 by and between MARCH JOINT POWERS AUTHORITY, a California joint powers agency ("**Authority**"), and MERIDIAN PARK, LLC, a Delaware limited liability company ("**Meridian Park**"), with respect to the following:

R E C I T A L S :

A. Authority, March Joint Powers Redevelopment Agency, a California public agency ("**Agency**"), and Meridian Park's predecessor-in-interest, LNR Riverside, LLC, a California limited liability company ("**LNR**"), entered into that certain West March Disposition and Development Agreement dated December 27, 2001, a memorandum of which was recorded in the Official Records of Riverside County, California ("**Official Records**") on February 11, 2002 as Instrument No. 2002-74167, as amended by that certain First Amendment to West March Disposition and Development Agreement dated May 1, 2006, a memorandum of which was recorded in the Official Records on May 11, 2006 as Instrument No. 2006-0344466, and as assigned in part to Meridian Park pursuant to that certain Assignment of Agreement (Disposition and Development Agreement) by and between LNR and Meridian Park dated August 7, 2015 and recorded in the Official Records on August 7, 2015 as Instrument No. 2015-0351192, and further amended by that certain Second Amendment to West March Disposition and Development Agreement dated October 26, 2022 (the "**Second Amendment**") (as amended and assigned, the "**Disposition and Development Agreement**").

B. Following certain state legislation dissolving redevelopment agencies in 2011, Agency assigned all of its interest in the Disposition and Development Agreement to Authority. Authority serves as the successor entity to Agency.

C. The Disposition and Development Agreement set forth certain rights and obligations of Authority and Meridian Park with respect to the development of certain real property commonly known as the West March Business Park (aka "**Meridian**", formerly "**March Business Center**") located in the unincorporated portion of Riverside County, as more particularly described in the Disposition and Development Agreement (the "**Property**").

D. Pursuant to the Disposition and Development Agreement, Meridian Park has the right and option to purchase the Property in successive options from Authority (each, individually, an "**Option**"), and Meridian Park shall pay to Authority consideration for the Property as more particularly set forth in the Disposition and Development Agreement.

E. In order to address Meridian Park's agreement to assume certain obligations, including monetary obligations, relating to the development of a public park pursuant to that certain Development Agreement with the Authority dated as of May ___, 2025, Authority and Meridian Park desire to amend the Payment Schedule attached to the Second Amendment as Schedule 1.

F. Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Disposition and Development Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree to amend, modify and supplement the Disposition and Development Agreement as follows:

1. Consideration Payments. The Payment Schedule attached to the Second Amendment as Schedule 1 is hereby deleted and replaced with the Payment Schedule attached hereto as Schedule 1.

2. Extension of Term. The Term of the Disposition and Development Agreement shall be extended to match the Term of the Development Agreement between the Authority and Meridian Park West, LLC, including any and all extensions.

3. Miscellaneous.

(a) Effect of Amendment. Except as expressly modified by this Third Amendment, the Disposition and Development Agreement shall continue in full force and effect according to its terms, and Authority and Meridian Park hereby ratify and affirm all their respective rights and obligations under the Disposition and Development Agreement. In the event of any conflict between this Third Amendment and the Disposition and Development Agreement, the provisions of this Third Amendment shall govern.

(b) Memorandum. A memorandum of this Third Amendment in the form attached hereto as Schedule 2 (the “**Memorandum of Third Amendment**”) shall be recorded by Authority against the Property within ten (10) days of the effective date of this Third Amendment. Upon Meridian Park’s written request made following the expiration or termination of the Disposition and Development Agreement or upon the terms of the Disposition and Development ceasing to apply to any portion of the Property after Meridian Park’s acquisition of the same, both parties shall execute in recordable form any documents that may be necessary to remove the Disposition and Development Agreement and the Memorandum of Third Amendment Agreement from record title to the Property.

(c) Counterparts. This Third Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one in the same document.

4. Effective Date. This Third Amendment shall become effective upon the date of execution of this Third Amendment by both parties hereto and the date of execution of the Development Agreement between the Authority and Meridian Park West, LLC, whichever comes later.

[Signature Page Follows]

IN WITNESS WHEREOF, this Third Amendment has been entered into by and between Authority and Meridian Park as of the date and year first above written.

MERIDIAN PARK:

MERIDIAN PARK, LLC,
a Delaware limited liability company,

By: Meridian Park Holdings, LLC,
a Delaware limited liability company,
its Sole Member

By: WPG Meridian Park, LLC,
a California limited liability company,
its Managing Member

By: Waypoint Property Group, LLC,
a Delaware limited liability company,
its Managing Member

By: _____
Name: _____
Title: _____

[Signature Page follows]

AUTHORITY:

Dated: _____

AUTHORITY:

MARCH JOINT POWERS AUTHORITY,
a California joint powers authority

By: _____
Name: Dr. Grace Martin, DPPD
Title: Executive Director

ATTEST:

By: _____
Authority Secretary

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____
Agency Counsel

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

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

WITNESS my hand and official seal.

_____, Notary Public
Commission # _____
Commission Expires _____

(Seal)

Attached to: Third Amendment to West March Disposition and Development Agreement (DDA)

SCHEDULE 1
CONSIDERATION PAYMENTS AND MILESTONES

The following are referred to in the Second Amendment as the “Milestones”:	
Temporary Certificate of Occupancy – South Campus Lot DJT6	\$15,500,000
Building Permit Issuance – South Campus Building H	\$1,250,000
Any Certificate of Occupancy – South Campus Building H	\$1,250,000
Building Permit Issuance – South Campus Building I	\$1,250,000
Any Certificate of Occupancy – South Campus Building I	\$1,250,000
Building Permit Issuance – South Campus Building F	\$1,250,000
Any Certificate of Occupancy – South Campus Building F	\$1,250,000
Building Permit Issuance – South Campus Building E	\$1,250,000
Any Certificate of Occupancy – South Campus Building E	\$1,250,000
Building Permit Issuance – South Campus Building K	\$1,250,000
Any Certificate of Occupancy – South Campus Building K	\$1,250,000
*Mass Grading Permit Issuance – New Development	\$10,000,000
*Building Permit Issuance – New Development First New Building	\$3,375,000
*Any Certificate of Occupancy – New Development First New Building	\$3,375,000
*Building Permit Issuance – New Development Second New Building	\$3,375,000
*Any Certificate Occupancy Permit Issuance – New Development Second New Building	\$3,375,000
*Building Permit Issuance – New Development Third New Building	\$3,375,000
*Any Certificate Occupancy Permit Issuance – New Development Third New Building	\$3,375,000
*Building Permit Issuance – New Development Fourth New Building	\$3,375,000
*Any Certificate Occupancy Permit Issuance – New Development Fourth New Building	\$3,375,000
	\$65,000,000

The asterisk (*) marks any future developments that may occur within the West March Area and in no way commits the March Joint Powers Commission into approving those future projects.

SCHEDULE 2
FORM OF MEMORANDUM OF THIRD AMENDMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

March Joint Powers Authority
Attn: Executive Director
14205 Meridian Parkway, Suite 140
Riverside, California 92518

APNs: _____

(Space Above For Recorder's Use)

**MEMORANDUM OF THIRD AMENDMENT TO WEST MARCH DISPOSITION AND
DEVELOPMENT AGREEMENT**

This MEMORANDUM OF THIRD AMENDMENT TO WEST MARCH DISPOSITION AND DEVELOPMENT AGREEMENT (this "**Memorandum of Third Amendment**") is made as of May __, 2025 by and between MARCH JOINT POWERS AUTHORITY, a California joint powers agency ("**Authority**"), and MERIDIAN PARK, LLC, a Delaware limited liability company ("**Meridian Park**").

1. Authority, March Joint Powers Redevelopment Agency, a California public agency ("**Agency**"), and Meridian Park's predecessor-in-interest, LNR Riverside, LLC, a California limited liability company ("**LNR**"), entered into that certain West March Disposition and Development Agreement dated December 27, 2001, a memorandum of which was recorded in the Official Records of Riverside County, California ("**Official Records**") on February 11, 2002 as Instrument No. 2002-74167, as amended by that certain First Amendment to West March Disposition and Development Agreement dated May 1, 2006, a memorandum of which was recorded in the Official Records on May 11, 2006 as Instrument No. 2006-0344466, and as assigned in part to Meridian Park pursuant to that certain Assignment of Agreement (Disposition and Development Agreement) by and between LNR and Meridian Park dated August 7, 2015 and recorded in the Official Records on August 7, 2015 as Instrument No. 2015-0351192, and further amended by that certain Second Amendment to West March Disposition and Development Agreement dated October 26, 2022 (the "**Second Amendment**") (as amended and assigned, the "**Disposition and Development Agreement**").

2. On May __, 2025, Authority and Meridian Park entered into that certain Third Amendment to West March Disposition and Development Agreement ("the "**Third Amendment to DDA**").

3. The purpose of this Memorandum of Third Amendment is to give notice of the rights and obligations of the parties hereto under the Third Amendment to DDA, and all the terms and conditions of the Third Amendment to DDA are incorporated herein by reference as if they were fully set forth herein and encumber the Property identified on **Exhibit "A"** attached hereto.

4. Subject to the terms of the Third Amendment to DDA, this Memorandum of Third Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns.

5. Upon Meridian Park's written request made following the expiration or termination of the Disposition and Development Agreement or upon the terms of the Disposition and Development Agreement ceasing to apply to any portion of the Property after Meridian Park's acquisition of the same, both parties shall execute in recordable form any documents that may be necessary to remove the Disposition and Development Agreement and this Memorandum of Third Amendment from record title to the Property.

[Signature Pages follow]

IN WITNESS WHEREOF, this Memorandum of Third Amendment has been entered into by and between Authority and Meridian Park as of the date and year first above written.

MERIDIAN PARK:

MERIDIAN PARK, LLC,
a Delaware limited liability company

By: MERIDIAN PARK HOLDINGS, LLC,
a Delaware limited liability company,
its Sole Member

By: WPG Meridian Park, LLC,
a California limited liability company,
its Managing Member

By: Waypoint Property Group,
a Delaware limited liability company,
its Managing Member

By: _____
Name: _____
Title: _____

[Signature Page continues]

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 _____)

On _____, before me, _____,
(insert name of notary)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

AUTHORITY:

Dated: _____

MARCH JOINT POWERS AUTHORITY,
a California joint powers authority

By: _____

Name: Grace I. Martin, DPPD

Its: Executive Director

ATTEST:

By: _____

Authority Secretary

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____

Agency Counsel

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 _____)

On _____, before me, _____,
(insert name of notary)

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

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

WITNESS my hand and official seal.

_____, Notary Public
Commission # _____
Commission Expires _____

(Seal)

Attached to: Third Amendment to West March Disposition and Development
Agreement (DDA)

EXHIBIT "A" TO SCHEDULE 2
LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION – TAKEDOWN

IN THE PLANNING JURISDICTION OF MARCH JOINT POWERS AUTHORITY WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF THE LAND DESCRIBED IN THE QUITCLAIM DEED FROM THE UNITED STATES OF AMERICA TO MARCH JOINT POWERS AUTHORITY, RECORDED MAY 25, 2001 AS DOCUMENT NO. 2001-234433 OF OFFICIAL RECORDS IN THE OFFICE OF THE ASSESSOR-COUNTY CLERK-RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A"

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16 AND 17, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, SAID CORNER ALSO SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 110, PAGES 30 THROUGH 40, INCLUSIVE, OF RECORDS OF SURVEY IN THE OFFICE OF THE ASSESSOR-COUNTY CLERK-RECORDER OF SAID COUNTY;

THENCE, ALONG THE COMMON SECTION LINE BETWEEN SAID SECTIONS 16 AND 17, SOUTH 00°31'20" WEST, 1323.56 FEET TO THE MOST NORTHERLY WEST CORNER OF PARCEL 2 AS SHOWN ON SAID RECORD OF SURVEY, SAID CORNER BEING THE **TRUE POINT OF BEGINNING**;

THENCE, ALONG THE NORTH LINE OF SAID PARCEL, NORTH 89°53'35" EAST, 35.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 867.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 89°27'14" EAST;

THENCE, LEAVING SAID NORTH LINE, THE FOLLOWING EIGHTEEN (18) COURSES:

- 1) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°07'16" AN ARC LENGTH OF 32.10 FEET;
- 2) SOUTH 01°34'30" EAST, 347.83 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 933.00 FEET;
- 3) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°17'32" AN ARC LENGTH OF 37.33 FEET;
- 4) SOUTH 00°43'02" WEST, 366.18 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "A"**;
- 5) NORTH 89°46'49" EAST, 252.27 FEET;
- 6) NORTH 00°00'07" EAST, 157.31 FEET;
- 7) NORTH 90°00'00" EAST, 3355.10' FEET;

SHEET 1 OF 5

EXHIBIT "A"
LEGAL DESCRIPTION
TAKEDOWN
COUNTY OF RIVERSIDE, CALIFORNIA

 **DORC Engineering, Inc.**
Civil Engineering/Land Surveying/Land Planning

168 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 985-8880

EXHIBIT "A"

LEGAL DESCRIPTION - TAKEDOWN

PARCEL "A" (CONTINUED)

- 8) SOUTH 00°39'51" WEST, 1574.59 FEET;
- 9) SOUTH 38°52'30" WEST, 19.29 FEET;
- 10) SOUTH 74°16'57" EAST, 105.84 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "B"**, TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 211.00 FEET;
- 11) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°51'50" AN ARC LENGTH OF 51.06 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 189.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 29°34'53" EAST;
- 12) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°15'57" AN ARC LENGTH OF 50.36 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1351.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 14°18'56" EAST;
- 13) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°12'46" AN ARC LENGTH OF 429.45 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "C"**;
- 14) NORTH 86°06'10" EAST, 1001.10 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "D"**;
- 15) NORTH 41°06'10" EAST, 48.08 FEET;
- 16) NORTH 03°53'50" WEST, 269.14 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "E"**, TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1039.00 FEET;
- 17) NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°33'43" AN ARC LENGTH OF 82.73 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "F"**;
- 18) NORTH 00°39'54" EAST, 552.35 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "G"**, TO A POINT ON THAT CERTAIN COURSE IN THE NORTH LINE OF SAID PARCEL 2, SHOWN ON SAID RECORD OF SURVEY AS "N89°52'53"E 664.90' "; SAID POINT BEING DISTANT 59.01' WESTERLY FROM THE EASTERLY TERMINUS OF SAID LAST MENTIONED COURSE, MEASURED ALONG SAID LAST MENTIONED COURSE;

THENCE ALONG SAID NORTH LINE, NORTH 89°52'53" EAST, 78.01 FEET TO THE EASTERLY TERMINUS THEREOF, SAID TERMINUS BEING THE SOUTHWEST CORNER OF BROWN STREET AS SHOWN ON THAT CERTAIN DOCUMENT ENTITLED "PUBLIC ROAD AND UTILITY EASEMENT" RECORDED JULY 8, 2020 AS DOCUMENT NO. 2020-0297092, SAID TERMINUS ALSO BEING A POINT IN A LINE THAT IS PARALLEL WITH AND DISTANT 78.00 FEET EASTERLY FROM SAID **COURSE "G"**;

THENCE, LEAVING SAID SOUTHEASTERLY LINE OF BROWN STREET AND ALONG SAID PARALLEL LINE, SOUTH 00°39'54" WEST, 553.42 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 961.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND DISTANT 78.00 FEET EASTERLY FROM SAID **COURSE "F"**;

SHEET 2 OF 5

EXHIBIT "A"
LEGAL DESCRIPTION
TAKEDOWN
COUNTY OF RIVERSIDE, CALIFORNIA

 **DORC Engineering, Inc.**
Civil Engineering/Land Surveying/Land Planning

160 S. OM Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 985-8850

EXHIBIT "A"

LEGAL DESCRIPTION - TAKEDOWN

PARCEL "A" (CONTINUED)

THENCE SOUTHERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 04°33'43" AN ARC LENGTH OF 76.52 FEET TO A POINT OF TANGENCY WITH A LINE THAT IS PARALLEL WITH AND DISTANT 78.00 FEET EASTERLY FROM SAID **COURSE "E"**;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 03°53'50" EAST, 269.14 FEET;

THENCE, LEAVING SAID PARALLEL LINE, THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 48°53'50" EAST, 47.91 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1351.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 03°06'59" WEST;
- 2) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°33'19" AN ARC LENGTH OF 366.78 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "H"**;
- 3) THENCE NORTH 71°19'42" EAST, 729.05 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "I"**, TO A POINT ON THE WEST LINE OF LOT 2 OF TRACT NO. 37107, FILED IN BOOK 463, PAGES 1 THROUGH 9, INCLUSIVE OF MAPS, IN THE OFFICE OF THE ASSESSOR-COUNTY CLERK-RECORDER OF SAID COUNTY, SAID POINT BEING DISTANT NORTH 14°23'49" WEST 12.89 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 2;

THENCE, ALONG SAID WEST LINE, SOUTH 14°23'49" EAST, 3.86 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, SAID CORNER BEING BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 86.00 FEET;

THENCE CONTINUING ALONG THE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY BOUNDARY OF LOT "C" OF SAID TRACT NO. 37107 THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°30'43" AN ARC LENGTH OF 152.37 FEET;
- 2) NORTH 64°05'28" EAST, 50.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 96.00 FEET;
- 3) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°39'50" AN ARC LENGTH OF 29.60 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 906.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 08°14'42" WEST;
- 4) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°16'09" AN ARC LENGTH OF 51.69 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 98.00 FEET SOUTHEASTERLY FROM SAID **COURSE "I"**;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 71°19'42" WEST, 955.50 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1449.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND DISTANT 98.00 FEET SOUTHWESTERLY FROM SAID **COURSE "H"**;

SHEET 3 OF 5

EXHIBIT "A"
LEGAL DESCRIPTION
TAKEDOWN
COUNTY OF RIVERSIDE, CALIFORNIA

 **DORC Engineering, Inc.**
Civil Engineering/Land Surveying/Land Planning

160 S. Elm Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 885-8888

EXHIBIT "A"

LEGAL DESCRIPTION - TAKEDOWN

PARCEL "A" (CONTINUED)

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°46'28" AN ARC LENGTH OF 373.64 FEET TO A POINT OF TANGENCY WITH A LINE PARALLEL WITH AND DISTANT 98.00 FEET SOUTHERLY FROM SAID **COURSE "D"**;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 86°06'10" WEST, 1165.39 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1449.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND DISTANT 98.00 FEET SOUTHERLY FROM SAID **COURSE "C"**;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°36'56" AN ARC LENGTH OF 496.07 FEET;

THENCE, THE FOLLOWING EIGHT (8) COURSES:

- 1) NORTH 74°16'52" WEST, 220.29 FEET;
- 2) SOUTH 38°52'30" WEST, 2595.35 FEET;
- 3) SOUTH 89°54'57" WEST, 1289.30 FEET;
- 4) NORTH 28°17'34" WEST, 708.10 FEET;
- 5) SOUTH 81°58'35" WEST, 339.77 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1033.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 78°50'01" WEST;
- 6) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°08'23" AN ARC LENGTH OF 218.87 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "J"**, TO THAT CERTAIN COURSE IN THE WEST LINE OF SAID PARCEL 2, SHOWN ON SAID RECORD OF SURVEY AS "N00°58'16"E 1321.17' ";
- 7) ALONG SAID, SOUTH 00°58'24" WEST, 787.73 FEET;
- 8) LEAVING SAID PARALLEL LINE, SOUTH 02°47'23" WEST, 252.38 FEET TO A POINT ON THAT CERTAIN COURSE ON THE WEST LINE OF SAID PARCEL 2, SHOWN ON SAID RECORD OF SURVEY AS "N00°58'16"E 2642.34' ";

THENCE, ALONG SAID WEST LINE, NORTH 00°58'24" EAST, 1040.50 FEET TO AN ANGLE POINT THEREIN;

THENCE, ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL 2, SOUTH 89°46'16" WEST, 58.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 967.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 88°59'09" WEST, SAID CURVE BEING CONCENTRIC WITH AND DISTANT 66.00 FEET WESTERLY FROM SAID **COURSE "J"**;

THENCE NORTHERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 18°00'50" AN ARC LENGTH OF 304.03 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 300.00 FEET NORTHERLY FROM THAT CERTAIN COURSE IN THE SOUTH LINE OF SAID PARCEL 2, SHOWN ON SAID RECORD OF SURVEY AS "N89°46'32"E 1700.03' ";

SHEET 4 OF 5

EXHIBIT "A"
LEGAL DESCRIPTION
TAKEDOWN
COUNTY OF RIVERSIDE, CALIFORNIA

 **DORC Engineering, Inc.**
Civil Engineering/Land Surveying/Land Planning

100 S. Elm Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-8800

EXHIBIT "A" TO
SCHEDULE 2

EXHIBIT "A"

LEGAL DESCRIPTION – TAKEDOWN

PARCEL "A" (CONTINUED)

THENCE, ALONG SAID PARALLEL LINE, SOUTH 89°46'16" WEST, 1297.29 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 300.00 FEET EASTERLY FROM THAT CERTAIN COURSE IN THE WEST LINE OF SAID PARCEL 2 SHOWN ON SAID RECORD OF SURVEY AS "N00°31'26"E 2647.59' "

THENCE, ALONG SAID PARALLEL LINE, NORTH 00°31'10" EAST, 2047.68 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 300.00 FEET SOUTHERLY FROM THAT CERTAIN COURSE IN THE NORTH LINE OF SAID PARCEL 2 SHOWN ON SAID RECORD OF SURVEY AS "N89°47'13"E 860.02' ";

THENCE, ALONG SAID PARALLEL LINE, NORTH 89°46'50" EAST, 860.09 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 300.00 FEET EASTERLY FROM THAT CERTAIN COURSE IN THE WEST LINE OF SAID PARCEL 2 SHOWN ON SAID RECORD OF SURVEY AS "N00°31'26"E 840.03' ";

THENCE, ALONG SAID PARALLEL LINE, NORTH 00°31'03" EAST, 840.09 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 300.00 FEET SOUTHERLY FROM THAT CERTAIN COURSE IN THE NORTH LINE OF SAID PARCEL 2 SHOWN ON SAID RECORD OF SURVEY AS "N89°47'12"E 840.01' ";

THENCE, ALONG SAID PARALLEL LINE, NORTH 89°46'49" EAST, 522.08 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 66.00 FEET WESTERLY FROM SAID **COURSE "A"**;

THENCE, ALONG SAID PARALLEL LINE, NORTH 00°43'02" EAST, 300.04 FEET TO A POINT ON THAT CERTAIN COURSE ON THE NORTH LINE OF SAID PARCEL 2, SHOWN ON SAID RECORD OF SURVEY AS "N89°47'12"E 840.01' ";

THENCE, ALONG SAID NORTH LINE, NORTH 89°46'49" EAST, 17.30 FEET TO AN ANGLE POINT THEREIN;

THENCE, ALONG THE WEST LINE OF SAID PARCEL 2, NORTH 00°31'20" EAST, 483.40 FEET TO THE **TRUE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 347.215 ACRES, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.



JAKE W. LAPPERT 04/10/2025
PLS 9303 DATE



SHEET 5 OF 5

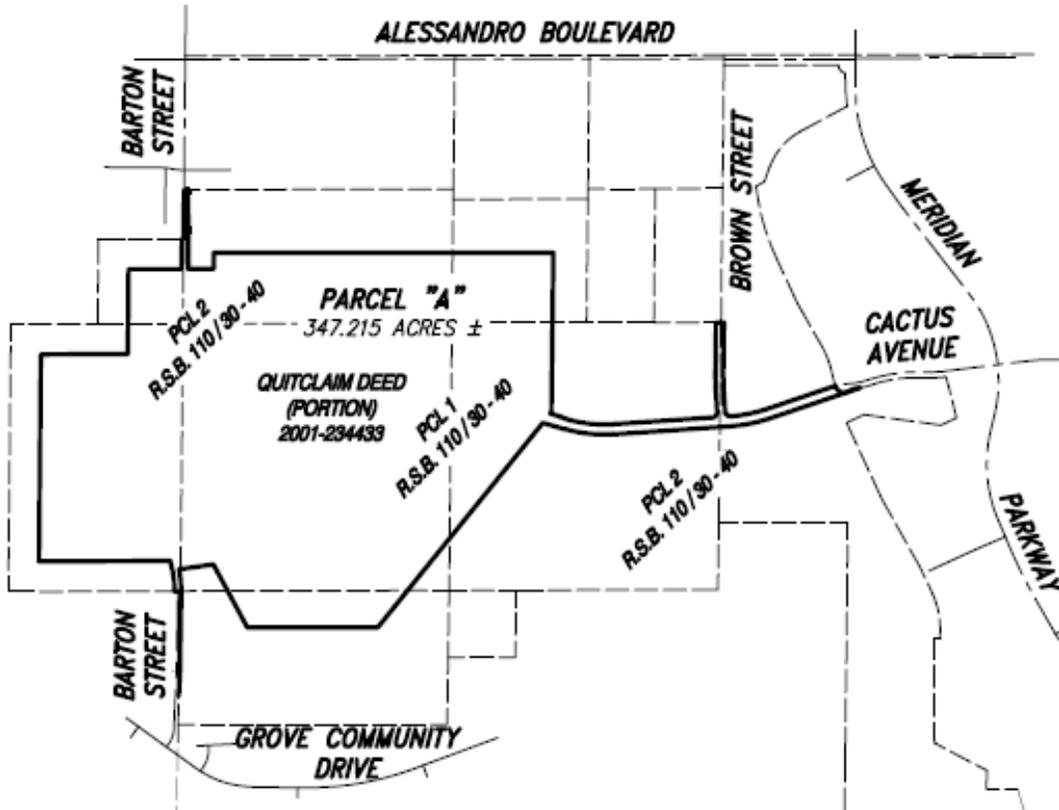
EXHIBIT "A"
LEGAL DESCRIPTION
TAKEDOWN
COUNTY OF RIVERSIDE, CALIFORNIA

 **DORC Engineering, Inc.**
Civil Engineering/Land Surveying/Land Planning

160 S. Elm Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-8888

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"
TAKEDOWN



LEGEND

- DESCRIPTION AREA
- UNDERLYING LOT LINE
- — — — CENTER LINE



SCALE: 1"=1500'
SHEET 1 OF 6

EXHIBIT "B"
PLAT
TAKEDOWN
COUNTY OF RIVERSIDE, CALIFORNIA

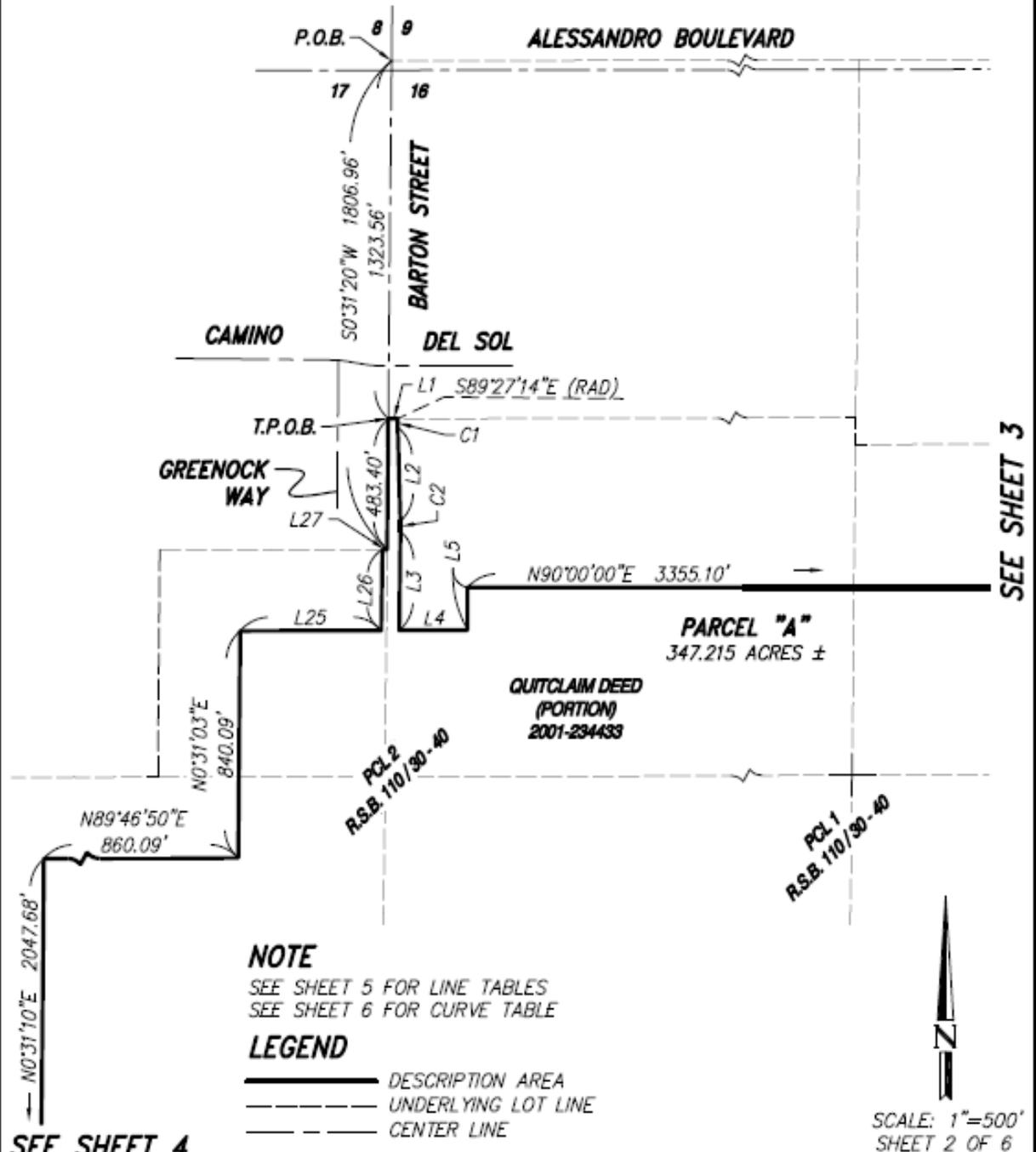
ORC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. CM Springs Road, Ste. 213
Anaheim Hills, California 92808
(714) 685-8800

EXHIBIT "B" TO
SCHEDULE 2

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"
TAKEDOWN



<p>EXHIBIT "B" PLAT TAKEDOWN COUNTY OF RIVERSIDE, CALIFORNIA</p>	<p>DORC Engineering, Inc. Civil Engineering/Land Surveying/Land Planning</p>	<p>180 S. OM Springs Road, Ste. 210 Anaheim Hills, California 92808 (714) 685-6800</p>
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EXHIBIT "B" TO
SCHEDULE 2

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"
TAKEDOWN

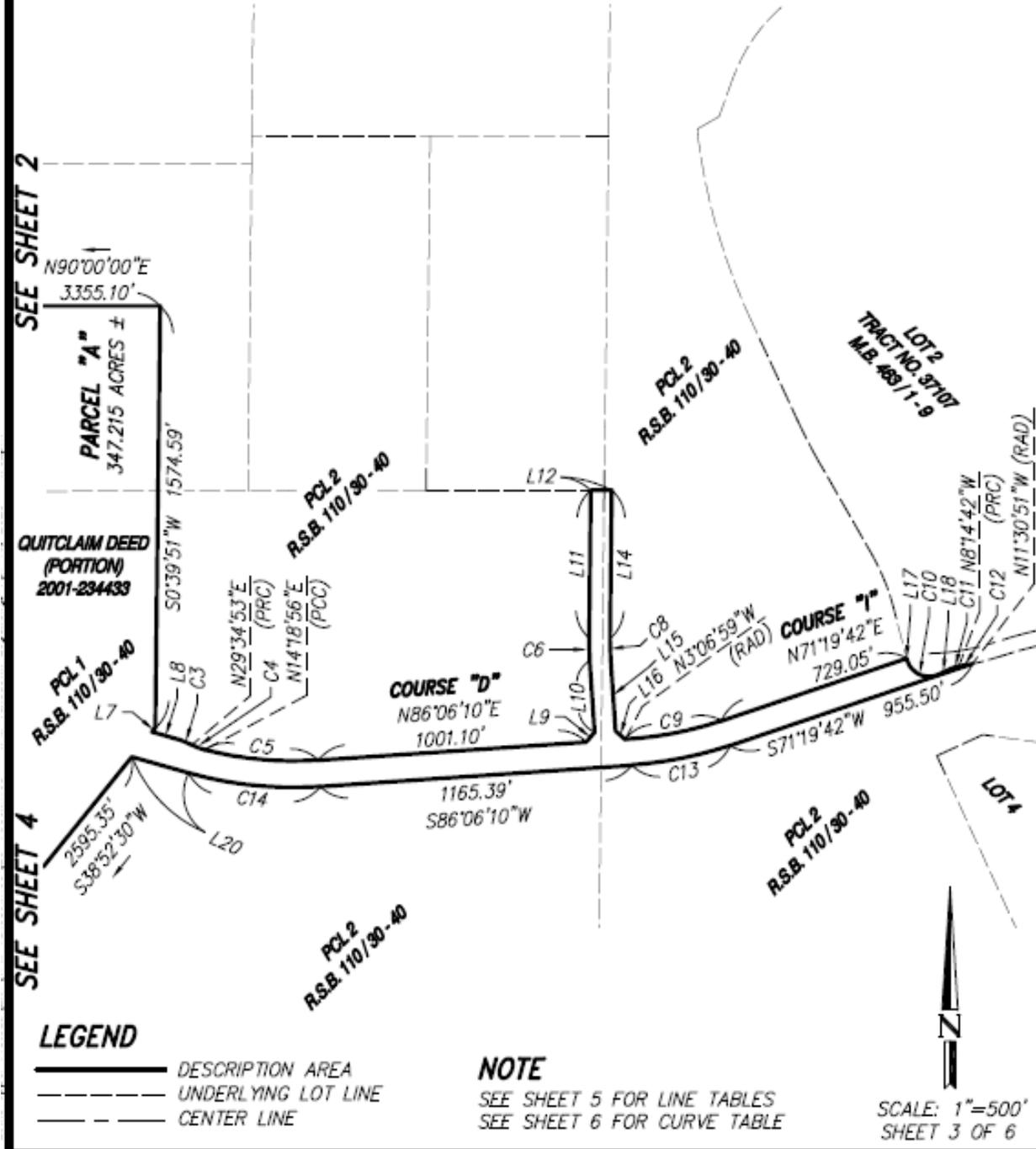


EXHIBIT "B"
PLAT
TAKEDOWN
COUNTY OF RIVERSIDE, CALIFORNIA

ORC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

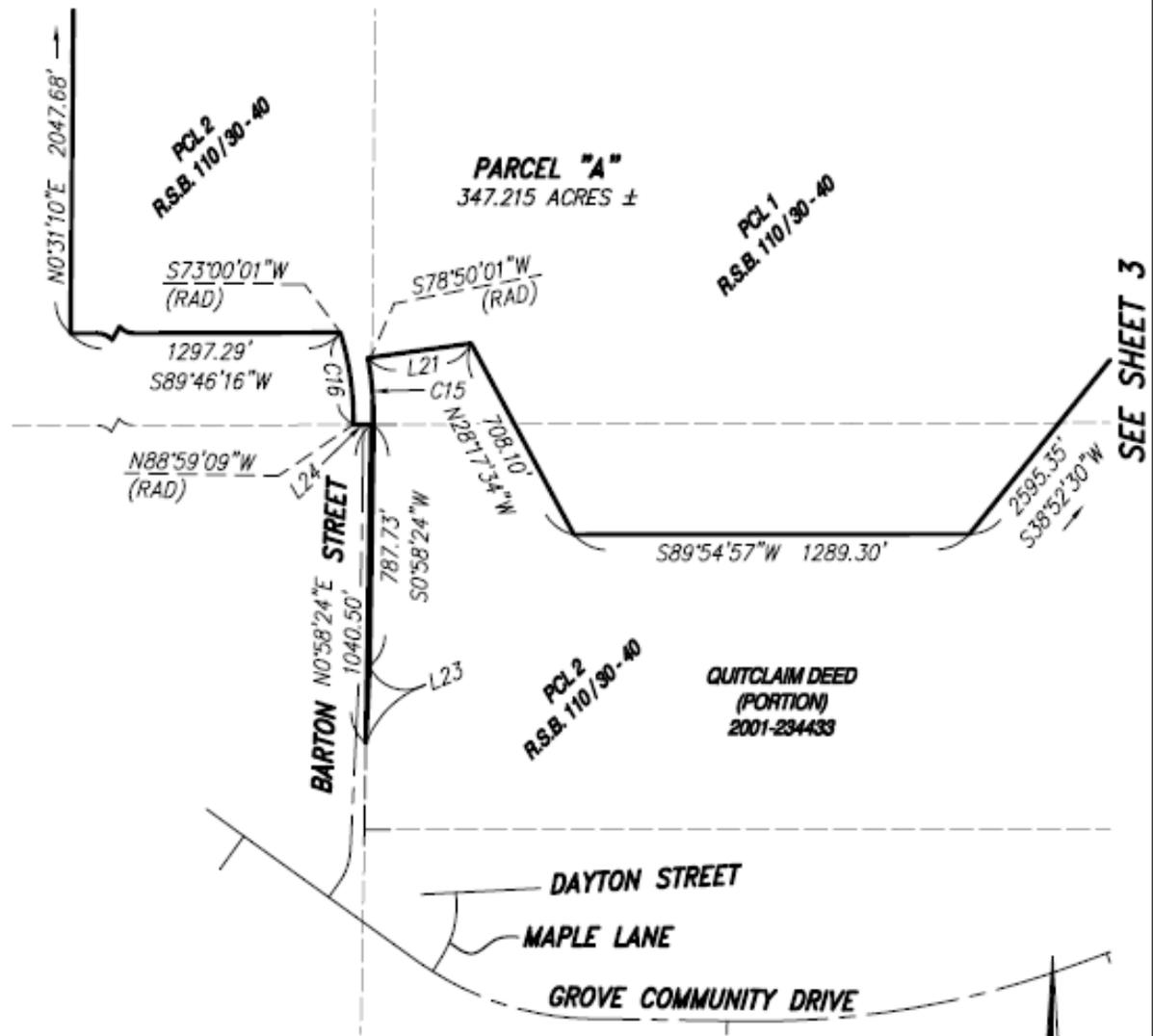
160 S. Elm Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 885-8888

EXHIBIT "B" TO
SCHEDULE 2

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"
TAKEDOWN

SEE SHEET 2



SEE SHEET 3

- DESCRIPTION AREA
- - - - - UNDERLYING LOT LINE
- - - - - CENTER LINE

NOTE
SEE SHEET 5 FOR LINE TABLES
SEE SHEET 6 FOR CURVE TABLE

SCALE: 1"=500'
SHEET 4 OF 6



<p>EXHIBIT "B" PLAT TAKEDOWN COUNTY OF RIVERSIDE, CALIFORNIA</p>	<p>ORC Engineering, Inc. Civil Engineering/Land Surveying/Land Planning</p>	<p>160 S. OM Springs Road, Ste. 210 Anaheim Hills, California 92808 (714) 985-9890</p>
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EXHIBIT "B" TO
SCHEDULE 2

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"
TAKEDOWN

LINE TABLE			
LINE	BEARING	DISTANCE	
L1	N89°53'35"E	35.00'	
L2	S01°34'30"E	347.83'	
L3	S00°43'02"W	366.18'	COURSE "A"
L4	N89°46'49"E	252.27'	
L5	N00°00'07"E	157.31'	
L7	S38°52'30"W	19.29'	
L8	S74°16'57"E	105.84'	COURSE "B"
L9	N41°06'10"E	48.08'	
L10	N03°53'50"W	269.14'	COURSE "E"
L11	N00°39'54"E	552.35'	COURSE "G"
L12	N89°52'53"E	78.01'	
L14	S00°39'54"W	553.42'	
L15	S03°53'50"E	269.14'	
L16	S48°53'50"E	47.91'	
L17	S14°23'49"E	3.86'	
L18	N64°05'28"E	50.00'	
L20	N74°16'52"W	220.29'	
L21	S81°58'35"W	339.77'	
L23	S02°47'23"W	252.38'	
L24	S89°46'16"W	58.01'	
L25	N89°46'49"E	522.08'	
L26	N00°43'02"E	300.04'	
L27	N89°46'49"E	17.30'	

NOTE

L6, L13, L19 AND L22 INTENTIONALLY DELETED

SHEET 5 OF 6

EXHIBIT "B"
PLAT
TAKEDOWN
COUNTY OF RIVERSIDE, CALIFORNIA

ORC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. 6th Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 895-8800

EXHIBIT "B" TO
SCHEDULE 2

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"
TAKEDOWN

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	
C1	2°07'16"	867.00'	32.10'	
C2	2°17'32"	933.00'	37.33'	
C3	13°51'50"	211.00'	51.06'	
C4	15°15'57"	189.00'	50.36'	
C5	18°12'46"	1351.00'	429.45'	COURSE "C"
C6	4°33'43"	1039.00'	82.73'	COURSE "F"
C8	4°33'43"	961.00'	76.52'	
C9	15°33'19"	1351.00'	366.78'	COURSE "H"
C10	101°30'43"	86.00'	152.37'	
C11	17°39'50"	96.00'	29.60'	
C12	3°16'09"	906.00'	51.69'	
C13	14°46'28"	1449.00'	373.64'	
C14	19°36'56"	1449.00'	496.07'	
C15	12°08'23"	1033.00'	218.87'	COURSE "J"
C16	18°00'50"	967.00'	304.03'	

NOTE
C7 INTENTIONALLY DELETED

SHEET 6 OF 6

EXHIBIT "B"
PLAT
TAKEDOWN
COUNTY OF RIVERSIDE, CALIFORNIA

ORC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. CW Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 985-8888

EXHIBIT "B" TO
SCHEDULE 2