



NOTICE OF THE SPECIAL MEETING
of the
March Joint Powers Commission
of the
March Joint Powers Authority
and the
March Inland Port Airport Authority
and the
Successor Agency - March Joint Powers Authority
of the
Former March Joint Powers Redevelopment Agency
City of Moreno Valley • City of Riverside • City of Perris • Riverside County
and the
March Joint Powers Commission
of the
March Joint Powers Utilities Authority
City of Moreno Valley • City of Riverside • City of Perris
to the
Public and Members of the March Joint Powers Commission

Notice is hereby given that the Special Meeting of the **March Joint Powers Commission of the March Joint Powers Authority** will be held at **Riverside County Administration Center - Board Chambers, 4080 Lemon Street, Riverside, California 92501** on **Monday, June 30, 2025 at 9:30 a.m.**

This Notice was posted on 06/27/2025 at the following locations:

March Inland Port Airport
17405 Heacock Street
Moreno Valley, CA 92551

Riverside County Administration Center
4080 Lemon Street
Riverside, CA 92501

On June 27, 2025, Notice was sent to each member of the March Joint Powers Commission.

I hereby certify that the foregoing Notice is a full, true, and correct copy of the Notice posted for the March Joint Powers Authority Commission Meeting.

Cindy Camargo

Cindy Camargo, Clerk
March Joint Powers Authority Commission

SPECIAL MEETING
of the
March Joint Powers Commission
of the
March Joint Powers Authority
and the
March Inland Port Airport Authority
and the
Successor Agency - March Joint Powers Authority
of the
Former March Joint Powers Redevelopment Agency
City of Moreno Valley • City of Riverside • City of Perris • Riverside County
and the
March Joint Powers Commission
of the
March Joint Powers Utilities Authority
City of Moreno Valley • City of Riverside • City of Perris

Monday, June 30, 2025 - 9:30 AM

March Joint Powers Authority Commission
Meeting Location:
Riverside County Administration Center, Board Chambers
4080 Lemon Street
Riverside, CA 92501

ALL MEETINGS ARE OPEN TO THE PUBLIC.

Interested persons are encouraged to participate in the activities of the JPA. Anyone wishing to speak on an agenda item or on an issue of general concern should complete a “Speaker’s Request Form” available in the Meeting Room.

You may view the meeting at <https://rivcotv.org/>

ADA: If you require special accommodations during your attendance at a meeting, please contact the JPA at (951) 656-7000 at least 24 hours in advance of the meeting time.

March Joint Powers Authority
17405 Heacock Street Moreno Valley, CA 92551
Phone: (951) 656-7000 Fax: (951) 653-5558 www.MarchJPA.com

THE MARCH JOINT POWERS COMMISSION
of the
MARCH JOINT POWERS AUTHORITY
and the
MARCH INLAND PORT AIRPORT AUTHORITY
and the
SUCCESSOR AGENCY - MARCH JOINT POWERS AUTHORITY
of the
FORMER MARCH JOINT POWERS REDEVELOPMENT AGENCY
City of Moreno Valley • City of Riverside • City of Perris • County of Riverside
and the
MARCH JOINT POWERS COMMISSION
of the
MARCH JOINT POWERS UTILITIES AUTHORITY
City of Moreno Valley • City of Riverside • City of Perris

Monday, June 30, 2025 - 9:30 AM

*Riverside County Administrative Center
Board Chambers
4080 Lemon Street
Riverside, CA 92501*

SPECIAL MEETING AGENDA

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation**
- 4. Pledge of Allegiance**
- 5. Matters Subsequent to Posting Agenda**
Approval of Agenda Additions or Corrections, as Necessary.
- 6. Public Comments**
Any person may address the Commission on any subject pertaining to March Joint Powers Authority, March Inland Port Airport Authority, Successor Agency/former March Joint Powers Redevelopment Agency, and March Joint Powers Utilities Authority business not listed on the Agenda during this portion of the Meeting. A limitation of three (3) minutes shall be set for each person desiring to address the Commission.

7. Consent Calendar

MJPA – Operations

- 1) Action: Approve Final Map 38414 (Final Map 25-01) for Buildings F & G in the South Campus; and direct staff to file a Notice of Exemption pursuant to March JPA’s Local CEQA Guidelines – Page 6
- 2) Action: Approve Property List for Audit or take other actions as deemed appropriate by the Commission – Page 15
- 3) Action: Adopt a Joint Resolution JPA 25-23 of the March Joint Powers Commission of the March Joint Powers Authority and the Board of Supervisors of the County of Riverside to transfer Community Facilities District No. 2013-01 (March LifeCare Campus) from the March Joint Powers Authority to the County of Riverside – Page 20
- 4) Action: Authorize advertising a Request for Proposals (RFP) for gas meter relocation services for March Joint Powers Authority Green Acres Housing – Page 25
- 5) Action: Approve the payment of the FY 2025-26 Public Entity Risk Management Authority (PERMA) invoice; and adopt Resolution JPA 25-22 authorizing an FY 2025/26 MJPA budget adjustment to support the payment. – Page 26
- 6) Action: Approve a Usage Driven Site withing Foreign Trade Zone No. 244 for Lecangs LLC located in Perris, CA – Page 31

8. Reports, Discussions and Action Items

MJPA - Operations

- 1) Action: Approve, pursuant to the March LifeCare Campus Specific Plan Program EIR and findings under the State CEQA Guidelines section 15162, a Sixth Amendment to the March LifeCare Campus Disposition and Development Agreement (DDA), authorize the Chief Executive Officer to execute the Amendment and direct staff to file a Notice of Determination. – Page 45

Dr. Grace Martin, Chief Executive Officer

9. Consent Calendar

MIPAA – Operations

- 1) Action: Authorize the filing of a Notice of Completion for the AP-5 Crack Seal Project – Page 108
- 2) Action: Approve the payment of the FY 2025-26 Public Entity Risk Management Authority (PERMA) invoice; and adopt Resolution MIPAA 25-04 authorizing an FY 2025/26 MIPAA budget adjustment to support the payment. – Page 110

10. Commission Members Oral Reports/Announcements

11. Staff Oral Reports/Announcements

12. Calendaring of Future Agenda Items

Future agenda items may be scheduled by JPC Members or staff.

13. Adjournment

In accordance with Government Code section 65009, anyone wishing to challenge any action taken by the Commission of any of the entities listed in this agenda above in court may be limited to raising only those issues raised at the public hearings described in the notice or raised in written correspondence delivered to the hearing body, at or prior to the public hearing. Any written correspondence submitted to one or more of the March JPA

Commissioners regarding a matter on this Agenda shall be carbon copied to the Commission Clerk and the project planner, if applicable, at or prior to the meeting date first referenced above.

Copies of the staff reports or other written documentation relating to each item of business described above are on file in the office of Clerk of the March Joint Powers Authority (JPA), 17405 Heacock Street, Moreno Valley, California and are available for public inspection during regular office hours (7:30 a.m. to 5:00 p.m., Monday through Thursday, Friday Closed). Written materials distributed to the March Joint Powers Commission within 72 hours of the March Joint Powers Commission meeting are available for public inspection immediately upon distribution in the Clerk's office at the JPA offices at 17405 Heacock Street, Moreno Valley, California (Government Code Section 54957.5(b)(2)). Copies of staff reports and written materials may be purchased for \$0.20 per page. In addition, staff reports can be reviewed online at www.marchjpa.com. Pursuant to State law, this agenda was posted at least 72 hours prior to the meeting.

ADA: If you require special accommodations during your attendance at a meeting, please contact the JPA at (951) 656-7000 at least 24 hours in advance of the meeting time.

I hereby certify under penalty of perjury, under the laws of the State of California, the foregoing agenda was posted in accordance with the applicable legal requirements.

Dated: June 27, 2025

Signed: Cindy Camargo

Cindy Camargo, Clerk of the March Joint Powers Authority Commission

March Joint Powers Authority
17405 Heacock Street, Moreno Valley, CA 92551
Phone: (951) 656-7000 FAX: (951) 653-5558 www.MarchJPA.com

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 7 (1)

Meeting Date: June 30, 2025

Action: **APPROVE FINAL MAP 38414 (FINAL MAP 25-01) FOR BUILDINGS F & G IN THE SOUTH CAMPUS; AND DIRECT STAFF TO FILE A NOTICE OF EXEMPTION PURSUANT TO MARCH JPA'S LOCAL CEQA GUIDELINES**

Motion: 1) Approve Final Map 38414 (Final Map 25-01) for Buildings F & G in the South Campus, and 2) Direct staff to file a Notice of Exemption pursuant to March JPA's Local CEQA Guidelines.

Applicant: Meridian Park, LLC

Previous Approval:

On December 19, 2022, the March Joint Powers Commission took the following actions on Tentative Parcel Map 38414 as it pertained to Buildings F & G in the South Campus: 1) adopted Resolution #JPA 22-21, approving Tentative Parcel Map 22-01, subject to Conditions of Approval, and 2) a Notice of Determination was filed with the Riverside County Clerk's Office in accordance with March JPA's Local California Environmental Quality Act Guidelines.

Application:

Final Map 38414 (Final Map 25-01): Since the time of the Tentative Parcel Map approval, the Applicant submitted the necessary documents to undergo a thorough review by the March JPA Public Works Department. Final Map 38414 proposes to subdivide Parcel 1 of Final Map 37878 consisting of approximately 15.32 acres into two parcels to accommodate the approved Plot Plan 22-02 project. Parcel 1 (northerly) would consist of 8.61 acres and Parcel 2 (southerly) would consist of 6.71 acres. The proposed Final Map will not amend any prior entitlements and is subject to all prior approvals and conditions relating to the March Business Center Specific Plan (SP-1) and Tentative Parcel Map 22-01. A copy of the final map is provided as Attachment 1.

Bonding Requirements:

As the current project Conditions of Approval #60 states: "Prior to map recordation, the property owner shall post adequate bonds and sign the agreement to provide for construction of

all offsite improvements including the signal at Barton and Lurin Avenue. A separate monument bond shall be required.”

The owner will be required to submit an engineer’s estimate to the Public Works Department for review to estimate the appropriate bond amount for the offsite improvements including the signal. The MJPA surveyor has approved the separate monument bond amount of \$5,000. A copy of the monument bond letter is attached.

CEQA Analysis:

Based upon the requirements of the March JPA Development Code and State CEQA Guidelines 15268(b)(3), the approval of a final subdivision map is considered a “ministerial” project and is exempt from the requirements of the CEQA. Accordingly, staff recommend filing and posting a Notice of Exemption pursuant to March JPA’s Local CEQA Guidelines.

The proposed Final Map 25-01 constitutes a Project for purposes of the California Environmental Quality Act (Pub. Resources Code, § 2100 et seq.) (“CEQA”); and the Project does not change the previously approved land uses, allow for increased total development acreage, or allow for an increase in the building square footages that were previously analyzed and approved, such that no new significant impacts or substantially increased significant impacts are anticipated pursuant for Public Resources Code section 21166 or State CEQA Guidelines section 15162.

Staff Recommendations:

Staff recommend that the March Joint Powers Commission take the following actions:

1. Approve Final Map 38414; and
2. Direct staff to file a Notice of Exemption pursuant to March JPA’s Local CEQA Guidelines.

Attachment(s):

- 1) Final Map 38414
- 2) Action Survey’s Approval Letter dated June 15, 2025
- 3) Monument Bond Letter dated June 13, 2025
- 4) Notice of Exemption

TOTAL PARCELS: 2
LETTERED LOTS: 0
GROSS AREA: 15.318 ACRES
NET AREA: 15.318 ACRES

IN THE PLANNING JURISDICTION OF MARCH JOINT POWERS AUTHORITY WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, CALIFORNIA

PARCEL MAP NO. 38414

BEING A SUBDIVISION OF PARCEL 1, OF PARCEL MAP NO. 37878 AS PER MAP FILED IN BOOK 251 OF PARCEL MAPS, AT PAGES 30 THROUGH 40, INCLUSIVE,
RECORDS OF SAID COUNTY IN SECTION 28, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN

DRC ENGINEERING, INC. JAKE W. LAPPERT, PLS 9303
DATE OF SURVEY: MARCH, 2024

RECORDER'S STATEMENT SHEET 1 OF 3 SHEETS

FILED THIS _____ DAY OF _____, 2025
AT _____ IN BOOK _____ OF PARCEL MAPS AT
PAGES _____ AT THE REQUEST OF THE
MARCH JOINT POWERS AUTHORITY.
NO. _____
FEE: _____
PETER ALDANA, ASSESSOR – COUNTY CLERK – RECORDER

BY: _____
DEPUTY

SUBDIVISION GUARANTEE: CHICAGO TITLE INSURANCE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

ABUTTER'S RIGHTS OF ACCESS ALONG BARTON STREET
ABUTTER'S RIGHT OF ACCESS ALONG VAN BUREN BOULEVARD

THE OWNERS OF PARCELS 1 AND 2 ABUTTING THESE HIGHWAYS AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

WE ALSO HEREBY DEDICATE TO PUBLIC USE THE LANDSCAPE EASEMENTS, AS SHOWN HEREON, FOR CONSTRUCTION AND MAINTENANCE OF LANDSCAPING.

WE HEREBY RETAIN THE EASEMENT INDICATED AS "PRIVATE RECIPROCAL ACCESS EASEMENT" LYING WITHIN PARCELS 1 AND 2 AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND PARCEL OWNERS WITHIN THIS PARCEL MAP.

MERIDIAN PARK SOUTH LAND, 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 MANAGER

BY: _____

NAME: _____

ITS: _____

NOTARY 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 _____)
COUNTY OF _____)SS

ON _____ BEFORE ME, _____, A
NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED
TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED
THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S)
ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED,
EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE
FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS
IN _____ COUNTY

MY COMMISSION EXPIRES _____
MY COMMISSION NUMBER _____
(NAME PRINTED)

AUTHORITY ENGINEER STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT IT IS TECHNICALLY
CORRECT, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT, WHICH ARE APPLICABLE AT THE
TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH, AND THAT THE SUBDIVISION
SHOWN ON THIS MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP,
IF ANY.

DATED: _____
BY: GABRIEL D. YBARRA L.S. 4343 LIC. EXP. 06-30-26



FOR TYRONE PETER R.C.E. 81888
DIRECTOR OF ENGINEERING
AUTHORITY ENGINEER

TAX BOND CERTIFICATE

I HEREBY CERTIFY A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE
BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT
OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS
TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST
SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD
OF SUPERVISORS.

DATED: _____

CASH OR SURETY BOND
MATTHEW JENNINGS
COUNTY TREASURER/TAX COLLECTOR

BY: _____, DEPUTY

SURVEYOR'S STATEMENT

I HEREBY STATE THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON
A FIELD SURVEY PERFORMED IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT
AND LOCAL ORDINANCE AT THE REQUEST OF MERIDIAN PARK SOUTH LAND, LLC, A DELAWARE LIMITED
LIABILITY COMPANY IN MARCH, 2024. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER
AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS
OF THE MONUMENT AGREEMENT FOR THIS MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT
TO ENABLE THE SURVEY TO BE RETRACED, THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE
CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND THAT THIS SURVEY IS TRUE AND COMPLETE AS
SHOWN.

DATED: 6/12/2025

Jake W. Lappert
JAKE W. LAPPERT
P.L.S. 9303, EXP. 9-30-26



MARCH JOINT POWERS AUTHORITY STATEMENT

THE MARCH JOINT POWERS AUTHORITY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY THE
MARCH JOINT POWERS COMMISSION, HEREBY APPROVES THE PARCEL MAP.

THE OFFERS OF DEDICATION OF THE LANDSCAPE EASEMENTS FOR CONSTRUCTION AND MAINTENANCE OF
LANDSCAPING AS SHOWN HEREON IS HEREBY ACCEPTED.

DATED: _____

BY: _____
MICHAEL VARGAS, CHAIR
MARCH JOINT POWERS COMMISSION
ATTEST:

BY: _____
DR. YXSTIAN GUTIERREZ, VICE CHAIR,
MARCH JOINT POWERS COMMISSION

BENEFICIARY STATEMENT

WELLS FARGO BANK, NATIONAL ASSOCIATION, BENEFICIARY UNDER A DEED OF TRUST RECORDED MAY 24,
2024 AS DOCUMENT NO. 2024-0151421, OF OFFICIAL RECORDS.

BY: _____

NAME: _____

ITS: _____

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE
NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL,
OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL
ASSESSMENTS COLLECTED AS TAXES, NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO
BE \$ _____.

DATED: _____

MATTHEW JENNINGS
COUNTY TREASURER/TAX COLLECTOR

BY: _____, DEPUTY

SEE SHEET 2 FOR ADDITIONAL NOTARY ACKNOWLEDGEMENT,
SIGNATURE OMISSIONS AND ABANDONMENT NOTE

IN THE PLANNING JURISDICTION OF MARCH JOINT POWERS AUTHORITY WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, CALIFORNIA

SHEET 2 OF 3 SHEETS

PARCEL MAP NO. 38414

BEING A SUBDIVISION OF PARCEL 1, OF PARCEL MAP NO. 37878 AS PER MAP FILED IN BOOK 251 OF PARCEL MAPS, AT PAGES 30 THROUGH 40, INCLUSIVE, RECORDS OF SAID COUNTY IN SECTION 28, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN

DRC ENGINEERING, INC. JAKE W. LAPPERT, PLS 9303
DATE OF SURVEY: MARCH, 2024

NOTARY 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 _____)
)SS
COUNTY OF _____)

ON _____ BEFORE ME, _____, A
NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED
TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED
THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S)
ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED,
EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE
FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS
IN _____ COUNTY

(NAME PRINTED) MY COMMISSION EXPIRES _____
MY COMMISSION NUMBER _____

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 (A)(3)(C) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING
HOLDERS OF MINERAL RIGHTS HAVE BEEN OMITTED AS THEIR INTEREST CANNOT RIPEN INTO A FEE:

THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE SECRETARY OF THE AIR FORCE, UNDER AND
PURSUANT TO THE POWERS AND AUTHORITY CONTAINED IN THE DEFENSE BASE CLOSURE AND REALIGNMENT
ACT OF 1990, AS AMENDED (10 U.S.C. § 2687 NOTE), AND DELEGATIONS AND REGULATIONS PROMULGATED
THEREUNDER, UNITED STATES AIR FORCE, STATE OF CALIFORNIA AND THE ENVIRONMENTAL PROTECTION AGENCY,
HOLDERS OF AN ACCESS EASEMENT PER DEEDS RECORDED MAY 25, 2001 AS DOCUMENT NO. 2001-234433
AND JULY 20, 2001 AS DOCUMENT NO. 2001-336096, BOTH OF OFFICIAL RECORDS.

ABANDONMENT NOTE

PURSUANT TO SECTIONS 66434 AND 66499.20.2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND
RECORDATION OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

THOSE CERTAIN LANDSCAPE AND MAINTENANCE EASEMENTS DEDICATED AND ACCEPTED ON PARCEL MAP NO.
37878, AS PER MAP FILED IN BOOK 251 OF PARCEL MAPS, AT PAGES 30 THROUGH 40, INCLUSIVE, RECORDS
OF SAID COUNTY, WITHIN THE BOUNDARIES OF THIS MAP.

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

(RAD) INDICATES RADIAL BEARING.

● INDICATES FOUND MONUMENT AS NOTED.

○ INDICATES FOUND 2" IRON PIPE TAGGED "LS 9303" IN DIRT, LEAD, TACK & TAG STAMPED "LS 9303" IN CONCRETE, OR SPIKE & WASHER STAMPED "LS 9303" IN ASPHALT PER R1.

△ INDICATES MONUMENT TO BE SET AS DESCRIBED BELOW:

2" IRON PIPE TAGGED "LS 9303" TO BE SET IN DIRT OR LEAD &
TAG STAMPED "LS 9303" TO BE SET IN CONCRETE OR SPIKE &
WASHER STAMPED "LS 9303" TO BE SET IN ASPHALT.

IN THE PLANNING JURISDICTION OF MARCH JOINT POWERS AUTHORITY WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, CALIFORNIA

PARCEL MAP NO. 38414

BEING A SUBDIVISION OF PARCEL 1, OF PARCEL MAP NO. 37878 AS PER MAP FILED IN BOOK 251 OF PARCEL MAPS, AT PAGES 30 THROUGH 40, INCLUSIVE, RECORDS OF SAID COUNTY IN SECTION 28, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN

DRC ENGINEERING, INC. JAKE W. LAPPERT, PLS 9303
DATE OF SURVEY: MARCH, 2024

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON
THE CENTERLINE OF BARTON STREET PER PARCEL
MAP NO. 37878, FILED IN MAP BOOK 251, PAGES
30-40, BEING NORTH 00°35'22" EAST.

NOTE

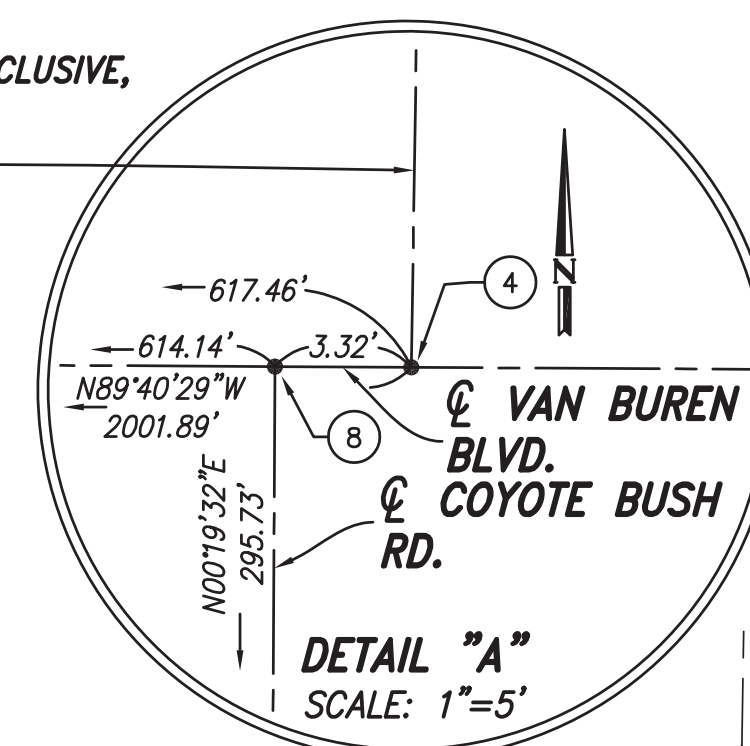
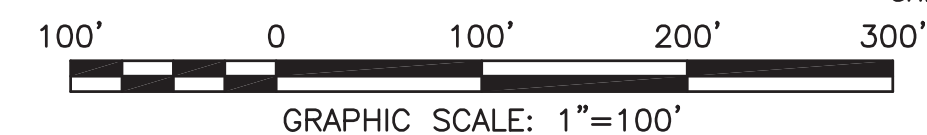
ALL DATA SHOWN HEREON IS RECORD
OR CALCULATED FROM RECORD PER R1
AND R2, EXCEPT FOR DATA RELATING
TO PARCEL LINES CREATED BY THIS
MAP, UNLESS OTHERWISE NOTED.

REFERENCES

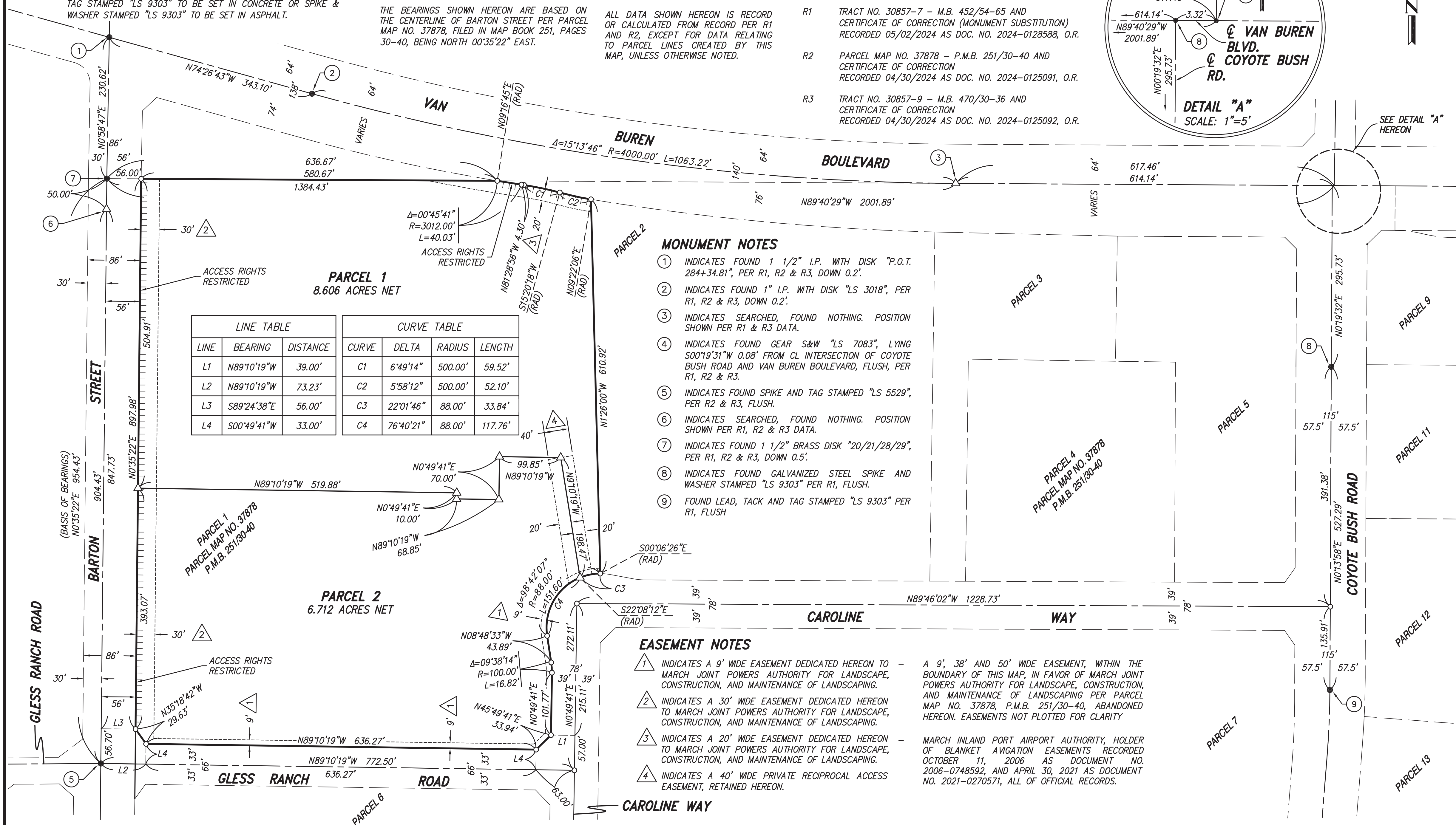
R1 TRACT NO. 30857-7 - M.B. 452/54-65 AND
CERTIFICATE OF CORRECTION (MONUMENT SUBSTITUTION)
RECORDED 05/02/2024 AS DOC. NO. 2024-0128588, O.R.

R2 PARCEL MAP NO. 37878 - P.M.B. 251/30-40 AND
CERTIFICATE OF CORRECTION
RECORDED 04/30/2024 AS DOC. NO. 2024-0125091, O.R.

R3 TRACT NO. 30857-9 - M.B. 470/30-36 AND
CERTIFICATE OF CORRECTION
RECORDED 04/30/2024 AS DOC. NO. 2024-0125092, O.R.



SEE DETAIL "A"
HEREON



MONUMENT NOTES

① INDICATES FOUND 1 1/2" I.P. WITH DISK "P.O.T.
284+34.81", PER R1, R2 & R3, DOWN 0.2'.

② INDICATES FOUND 1" I.P. WITH DISK "LS 3018", PER R1, R2 & R3, DOWN 0.2'.

③ INDICATES SEARCHED, FOUND NOTHING. POSITION SHOWN PER R1 & R3 DATA.

④ INDICATES FOUND GEAR S&W "LS 7083", LYING
S00°19'31"W 0.08' FROM CL INTERSECTION OF COYOTE
BUSH ROAD AND VAN BUREN BOULEVARD, FLUSH, PER
R1, R2 & R3.

⑤ INDICATES FOUND SPIKE AND TAG STAMPED "LS 5529",
PER R2 & R3, FLUSH.

⑥ INDICATES SEARCHED, FOUND NOTHING. POSITION SHOWN PER R1, R2 & R3 DATA.

⑦ INDICATES FOUND 1 1/2" BRASS DISK "20/21/28/29",
PER R1, R2 & R3, DOWN 0.5'.


⑧ INDICATES FOUND GALVANIZED STEEL SPIKE AND WASHER STAMPED "LS 9303" PER R1, FLUSH.

⑨ FOUND LEAD, TACK AND TAG STAMPED "LS 9303" PER R1, FLUSH

EASEMENT NOTES

 INDICATES A 9' WIDE EASEMENT DEDICATED HEREON TO MARCH JOINT POWERS AUTHORITY FOR LANDSCAPE, CONSTRUCTION, AND MAINTENANCE OF LANDSCAPING.

△ 2 INDICATES A 30' WIDE EASEMENT DEDICATED HEREON TO MARCH JOINT POWERS AUTHORITY FOR LANDSCAPE, CONSTRUCTION, AND MAINTENANCE OF LANDSCAPING.

 INDICATES A 20' WIDE EASEMENT DEDICATED HEREON TO MARCH JOINT POWERS AUTHORITY FOR LANDSCAPE, CONSTRUCTION, AND MAINTENANCE OF LANDSCAPING.

4 INDICATES A 40' WIDE PRIVATE RECIPROCAL ACCESS
EASEMENT, RETAINED HEREON.

A 9', 38' AND 50' WIDE EASEMENT, WITHIN THE BOUNDARY OF THIS MAP, IN FAVOR OF MARCH JOINT POWERS AUTHORITY FOR LANDSCAPE, CONSTRUCTION, AND MAINTENANCE OF LANDSCAPING PER PARCEL MAP NO. 37878, P.M.B. 251/30-40, ABANDONED HEREON, EASEMENTS NOT PLOTTED FOR CLARITY

MARCH INLAND PORT AIRPORT AUTHORITY, HOLDER
OF BLANKET AVIGATION EASEMENTS RECORDED
OCTOBER 11, 2006 AS DOCUMENT NO.
2006-0748592, AND APRIL 30, 2021 AS DOCUMENT
NO. 2021-0270571, ALL OF OFFICIAL RECORDS.

Action Surveys

SURVEYING • PLANNING • SUBDIVISIONS

June 15, 2025

Memo

To: Jake Lappert
DRC Engineering, Inc.
160 South Old Springs Road Suite 210
Anaheim Hills, CA 92808
(951) 533-7059 Phone

From: Gabriel D. Ybarra
Action Surveys, Inc.
1045 Main Street, Suite 102
Riverside, CA 92501
(951) 686-6166 Phone
(951) 686-0171 Fax

W.O. #: 2022-57

Re: Parcel Map 38414, Van Buren Blvd & Barton Road, South Campus Bldgs F & G Project,
Check Print 3

Dear Jake:

The following are being sent via Email:

- ☒ 1 Parcel Map - APPROVED
- ☒ 1 Final Monument Bond Letter - APPROVED

Transmitted as checked below:

- ☒ For your files

Comments: Attached please find CP # 3 for the above-mentioned Parcel Map. Please provide corrected documents via email (pdf format preferred).

Please note, Condition of Approval No. 60 requires bonds to be posted for offsite improvements prior to map recordation. We will need documentation of satisfaction of this condition prior to Final Map recordation.

Please contact me with any questions you may have. Thank you.

June 13, 2025

Job No. 25-402

March Joint Powers Authority

Attn: Dr. Grace Martin

14205 Meridian Parkway, Suite 140

Riverside, CA 92518

(951) 656-7000


RE: Parcel Map No. 38414 - Survey Monuments

To whom this may concern:

DRC Engineering, Inc. will be setting the survey monuments for the above referenced map. As stated on the map, the setting of the final monuments will be performed in accordance with the terms of the monument agreement for said map. The estimated cost to set the final monuments is \$5,000. Please use this amount for any monumentation bond that the MJP may require.

Please give me a call should you have any questions.

Sincerely,



Jake W. Lappert, PLS 9303



NOTICE OF EXEMPTION

<input checked="" type="checkbox"/> Office of Planning and Research P. O. Box 3044, Room 113 Sacramento, CA 95812-3044	FROM: (Public Agency) March Joint Powers Authority
<input checked="" type="checkbox"/> County Clerk Address: 2724 Gateway Drive Riverside, CA 92507 County of: Riverside	Address 14205 Meridian Parkway, Suite 140 Riverside, CA 92518

1. Project Title:	Final Map 38414 (Final Map 25-01) for Buildings F & G in the South Campus
2. Project Applicant:	Meridian Park, LLC.
3. Project Location –	Final Map 38414 (Final Map 25-01) is bounded by Van Buren Boulevard to the north, Caroline Way and Gless Ranch Road to the south, Barton Road to the west and Coyote Bush Road to the east and within the March Joint Powers Authority jurisdiction.
4. (a) Project Location – City: Unincorporated	(b) Project Location – County: Riverside
5. Description of nature, purpose, and beneficiaries of Project:	Final Map 38414 was approved to subdivide Parcel 1 of Final Map 37878 consisting of 15.318 acres into two parcels to accommodate the approved Plot Plan 22-02 project. Parcel 1 (northerly) would consist of 8.609 acres and Parcel 2 (southerly) would consist of 6.709 acres.
6. Name of Public Agency approving project:	March Joint Powers Authority
7. Name of Person or Agency undertaking the project, including any person undertaking an activity that receives financial assistance from the Public Agency as part of the activity or the person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the activity:	Meridian Park, LLC. Timothy Reeves 1156 N. Mountain Ave Upland, CA 92808
8. Exempt status: (check one)	
(a) <input checked="" type="checkbox"/> Ministerial project.	State CEQA Guidelines § 15268(b)(3)
(b) <input type="checkbox"/> Not a project.	
(c) <input type="checkbox"/> Emergency Project.	
(d) <input type="checkbox"/> Categorical Exemption. State type and section number:	
(e) <input type="checkbox"/> Declared Emergency.	
(f) <input type="checkbox"/> Statutory Exemption. State Code section number:	
(g) <input type="checkbox"/> Other. Explanation:	

9.	Reason why project was exempt:	Based upon the requirements of the March JPA Development Code and State CEQA Guidelines 15268(b)(3), the approval of a final subdivision map is considered a “ministerial” project and is exempt from the requirements of the CEQA.
10.	Lead Agency Contact Person:	Lauren Sotelo Principal Planner March Joint Powers Authority
	Telephone:	(951) 656-7000
11.	If filed by applicant: Attach Preliminary Exemption Assessment (Form “B”) before filing.	
12.	Has a Notice of Exemption been filed by the public agency approving the project? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
13.	Was a public hearing held by the Lead Agency to consider the exemption? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, the date of the public hearing was: _____	

Signature: _____ Date: _____ Title: Principal Planner

Name: Lauren Sotelo

☒ Signed by Lead Agency ☐ Signed by Applicant

Date Received for Filing: _____

(Clerk Stamp Here)

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 7 (2)

Meeting Date: June 30, 2025

Action: **APPROVE PROPERTY LIST FOR AUDIT OR TAKE
OTHER ACTIONS AS DEEMED APPROPRIATE BY
THE COMMISSION**

Motion: Move to approve the property list for audit or take other actions as deemed appropriate by the Commission.

Background:

The Authority implemented Governmental Accounting Standards Board (GASB) Statement No. 100, Accounting Changes and Error Corrections, during the fiscal year ending on June 30, 2024.

In accordance with the provisions of GASB 100, the Authority is required to correct errors by restating prior period financial statements. During the fiscal year ending on June 30, 2024, the Authority identified an error in the reporting of capital assets related to land parcels. Certain parcels of land that had been transferred to third parties in prior years were not removed from the Authority's capital asset records and this resulted in an overstatement of both capital assets and net position in previously issued financial statements.

Since June of 2024, the finance team has worked diligently with staff to update the Authority's capital assets records for the audit. The error primarily arose due to the non-cash nature of these land transactions. In prior years, and in most cases, no cash was exchanged when the Authority acquired or transferred land under agreements with external parties. As a result, these transactions were not communicated to the finance department and were inadvertently excluded from the Authority's asset disposition records. To prevent a reoccurrence of errors in the Authority's list of capital assets during an audit, staff is looking for the Commission's approval of the attached updated and corrected Authority Capital Assets Record. This list will be submitted to auditors and the corrected list will be reflected in the restated beginning balances of capital assets. Any future disposition of Authority land will trigger an update to the attached record.

Attachment(s): Capital Assets Record

MARCH JOINT POWERS AUTHORITY
Notes to Financial Statements
Year Ended June 30, 2024

16) Prior Period Restatement – Correction of an Error

As discussed in Note 1, the Authority implemented Governmental Accounting Standards Board (GASB) Statement No. 100, *Accounting Changes and Error Corrections*, during the fiscal year ended June 30, 2024. In accordance with the provisions of GASB 100, the Authority is required to correct errors by restating prior period financial statements.

During the fiscal year ended June 30, 2024, the Authority identified an error in the reporting of capital assets related to land parcels. Certain parcels of land that had been transferred to third parties in prior years were not removed from the Authority's capital asset records. This resulted in an overstatement of both capital assets and net position in previously issued financial statements.

The error primarily arose due to the non-cash nature of these land transactions. In most cases, no cash is exchanged when the Authority acquires or transfers land under agreements with external parties. As a result, these transactions were not communicated to the finance department and were inadvertently excluded from asset disposition records.

To prevent recurrence, the Authority has implemented additional internal controls to ensure timely and accurate communication of land transfers to the finance department.

The correction of this error will be reflected in the restated beginning balances of capital assets and net position as follows:

	Governmental Activities	Business-Type Activities	Total
Net position, as previously reported	\$129,775,521	\$ 71,148,040	\$ 200,923,561
Restatement for correction of an error	(52,123,000)	(13,998,286)	(66,121,286)
Net position, as restated	<u>\$ 77,652,521</u>	<u>\$ 57,149,754</u>	<u>\$ 134,802,275</u>
	March Inland Port Airport Authority	Proprietary Funds	
Net position, as previously reported	\$ 61,989,036	\$ 61,989,036	
Restatement for correction of an error	(13,998,286)	(13,998,286)	
Net position, as restated	<u>\$ 47,990,750</u>	<u>\$ 47,990,750</u>	

March Joint Powers Authority
Land Detail
June 30, 2024

	<u>WEST MARCH</u>	<u>APN</u>		<u>Document #</u>	<u>Zone</u>	<u>Acquisition Cost</u> <u>Estimated Value</u>	<u>Conveyence</u>		<u>Acreage</u>	<u>Comments</u>	<u>Beginning</u> <u>Balance</u>	<u>Ending</u> <u>Balance</u>
							<u>Month</u>	<u>Year</u>				
1	MJPA	297-100-085	19	2023-72198	Open Space	263,447.00	November	2022	0.99		\$ 263,447.00	\$ 263,447.00
2	MJPA	297-100-057	2	2001-622399	Open Space	186,154.00	Nov 9	2001	6.35		186,154.00	186,154.00
3	MJPA	297-100-059	2	2001-622399	Open Space	480,190.00	Nov 9	2001	16.38		480,190.00	480,190.00
4	MJPA	297-110-033	2	2001-622399	Open Space	323,645.00	Nov 9	2001	11.04		323,645.00	323,645.00
5	MJPA	297-160-014	2	2001-622399	Open Space	72,703.00	Nov 9	2001	2.48		72,703.00	72,703.00
6	MJPA	294-060-018	2	2001-622399	Open Space	832,858.00	Nov 9	2001	28.41		832,858.00	832,858.00
7	MJPA	294-690-003	3	Parcel I-3	Open Space	99,366.00	September 7	2006	3.07		99,366.00	99,366.00
8	MJPA	294-070-014	15	2006-078417	Open Space	45,637.00	September 18	2006	1.41		45,637.00	45,637.00
9	MJPA	294-070-037	20	2017-0006005	Open Space	313,273.00	August	2016	7.94		313,273.00	313,273.00
10	MJPA	294-050-060	4	2001-234433	Open Space	261,202.00	February 28	2001	8.91		261,202.00	261,202.00
11	MJPA	294-100-046	21	2025-0105604	Park/Open Space	1,387,008.00	January 24	2023	5.11		1,387,008.00	1,387,008.00
12	MJPA	294-100-052	21	2025-0105604	Park/Open Space	293,144.00	January 24	2023	1.08		293,144.00	293,144.00
13	MJPA	294-120-022	3	Parcel I-3	Park/Open Space	550,884.00	September 7	2006	17.02		550,884.00	550,884.00
14	MJPA	294-130-014	3	Parcel I-3	Park/Open Space	1,274,606.00	September 7	2006	39.38		1,274,606.00	1,274,606.00
15	MJPA	294-070-039	24	2019-0092801	Public Facilities (fire station site)	531,610.00	February 27	2019	2.12		531,610.00	531,610.00
16	MJPA	276-120-008	4	2001-234433	Open Space/Conservation	262,961.00	February 28	2001	8.97		262,961.00	262,961.00
17	MJPA	276-170-010	4	2001-234433	Open Space/Conservation	922,563.00	February 28	2001	31.47		922,563.00	922,563.00
18	MJPA	297-080-022	4	2001-234433	Open Space/Conservation	65,374.00	February 28	2001	2.23		65,374.00	65,374.00
19	MJPA	297-090-011	4	2001-234433	Open Space/Conservation	265,307.00	February 28	2001	9.05		265,307.00	265,307.00
20	MJPA	297-090-012	4	2001-234433	Open Space/Conservation	623,544.00	February 28	2001	21.27		623,544.00	623,544.00
21	MJPA	297-090-014	4	2001-234433	Open Space/Conservation	444,132.00	February 28	2001	15.15		444,132.00	444,132.00
22	MJPA	297-080-005	4	2001-234433	Open Space/Conservation	439,735.00	February 28	2001	15.00		439,735.00	439,735.00
23	MJPA	297-090-005	4	2001-234433	Open Space/Conservation	1,172,626.00	February 28	2001	40.00		1,172,626.00	1,172,626.00
24	MJPA	297-090-006	4	2001-234433	Open Space/Conservation	586,313.00	February 28	2001	20.00		586,313.00	586,313.00
25	MJPA	297-090-016	4	2001-234433	Open Space/Conservation	287,880.00	February 28	2001	9.82		287,880.00	287,880.00
26	MJPA	297-090-018	4	2001-234433	Open Space	125,764.00	February 28	2001	4.29		125,764.00	125,764.00
27	MJPA	297-090-020	4	2001-234433	Open Space/Conservation	42,508.00	February 28	2001	1.45		42,508.00	42,508.00
28	MJPA	297-110-051	4	2001-234433	Open Space/Conservation	1,927,504.00	February 28	2001	65.75		1,927,504.00	1,927,504.00
29	MJPA	294-020-002	4	2001-234433	Open Space/Conservation	293,156.00	February 28	2001	10.00		293,156.00	293,156.00
30	MJPA	294-020-045	4	2001-234433	Open Space/Conservation	1,965,028.00	February 28	2001	67.03		1,965,028.00	1,965,028.00
31	MJPA	294-020-046	4	2001-234433	Open Space/Conservation	12,606.00	February 28	2001	0.43		12,606.00	12,606.00
32	MJPA	294-040-031	4	2001-234433	Conservation (Rivers Land Conservancy)	1,846,886.00	February 28	2001	63.00		1,846,886.00	1,846,886.00
33	MJPA	294-040-021	4	2001-234433	Conservation (Rivers Land Conservancy)	178,532.00	February 28	2001	6.09		178,532.00	178,532.00
34	MJPA	294-050-005	4	2001-234433	Conservation (Rivers Land Conservancy)	1,716,138.00	February 28	2001	58.54		1,716,138.00	1,716,138.00
35	MJPA	294-050-050	4	2001-234433	Conservation (Rivers Land Conservancy)	1,115,460.00	February 28	2001	38.05		1,115,460.00	1,115,460.00
36	MJPA	294-050-002	4	2001-234433	Conservation (Rivers Land Conservancy)	76,221.00	February 28	2001	2.60		76,221.00	76,221.00
37	MJPA	294-050-003	4	2001-234433	Conservation (Rivers Land Conservancy)	29,316.00	February 28	2001	1.00		29,316.00	29,316.00
38	MJPA	294-050-004	4	2001-234433	Conservation (Rivers Land Conservancy)	611,524.00	February 28	2001	20.86		611,524.00	611,524.00
39	MJPA	294-050-061	4	2001-234433	Conservation (Rivers Land Conservancy)	17,883.00	February 28	2001	0.61		17,883.00	17,883.00
40	MJPA	294-120-036	4	2001-234433	Conservation (Rivers Land Conservancy)	155,373.00	February 28	2001	5.30		155,373.00	155,373.00
41	MJPA	294-120-038	4	2001-234433	Conservation (Rivers Land Conservancy)	1,588,615.00	February 28	2001	54.19		1,588,615.00	1,588,615.00
42	MJPA	294-100-024	4	2001-234433	Conservation (Rivers Land Conservancy)	415,989.00	February 28	2001	14.19		415,989.00	415,989.00
43	MJPA	294-120-050	5	2001-336096	Conservation (Rivers Land Conservancy)	442,373.00	June 4	2001	15.09		442,373.00	442,373.00
44	MJPA	294-120-060	5	2001-336096	Conservation (Rivers Land Conservancy)	9,967.00	June 4	2001	0.34		9,967.00	9,967.00
45	MJPA	294-120-034	5	2001-336096	Conservation (Rivers Land Conservancy)	3,518.00	June 4	2001	0.12		3,518.00	3,518.00
46	MJPA	294-100-047	5	2001-336096	Conservation (Rivers Land Conservancy)	1,304,839.00	June 4	2001	44.51		1,304,839.00	1,304,839.00

47	MJPA	294-680-007	5	2001-336096	Conservation (Rivers Land Conservancy)	19,641.00	June 4	2001	0.67		19,641.00	19,641.00
48	MJPA	294-170-011	9	2001-611917	Museum corner	108,175.00	August 21	2001	3.69		108,175.00	108,175.00
49	MJPA Owned - ground lease	294-170-003	25	2007-0674219	Industrial project (Ground Lease)	460,878.00	September 18	2007	13.96		460,878.00	460,878.00
50	MJPA Owned - ground lease	294-080-016	7	2007-0674220	Specific Plan/US Vets/Residential	228,458.00	September 18	2007	6.92		228,458.00	228,458.00
51	MJPA Owned - ground lease	294-080-014	7	2007-0674220	Specific Plan/US Vets/Residential	73,291.00	September 18	2007	2.22		73,291.00	73,291.00
52	MJPA	294-660-010	7	2007-0674220	Specific Plan/Open Space	288,874.00	September 18	2007	8.75		288,874.00	288,874.00
53	MJPA	294-660-012	7	2007-0674220	Specific Plan	290,525.00	September 18	2007	8.80		290,525.00	290,525.00
54	MJPA	294-660-004	7	2007-0674220	Specific Plan	65,368.00	September 18	2007	1.98		65,368.00	65,368.00
55	MJPA	294-660-003	15	2006-078417	Specific Plan	75,091.00	September 18	2006	2.32		75,091.00	75,091.00
56	MJPA	294-660-009	15	2006-078417	Specific Plan	171,221.00	September 18	2006	5.29		171,221.00	171,221.00
57	MJPA	294-660-008	15	2006-078417	Specific Plan	149,211.00	September 18	2006	4.61		149,211.00	149,211.00
58	MJPA	294-660-007	15	2006-078417	Specific Plan	109,400.00	September 18	2006	3.38		109,400.00	109,400.00
59	MJPA	294-660-006	15	2006-078417	Specific Plan	156,008.00	September 18	2006	4.82		156,008.00	156,008.00
60	MJPA Owned - ground lease	297-260-003	13	2006-0359740	Specific Plan MarchLifeCare (church)	137,883.00	March 7	2006	4.26		137,883.00	137,883.00
61	MJPA	297-250-012	14	2007-0594725	Specific Plan	100,693.00	September 12	2007	3.05		100,693.00	100,693.00
62	MJPA	297-250-016	11	2021-0364512	Specific Plan (nosc)	1,711,439.00	May 21	2021	6.56	claim deed includes 2 pa	1,711,439.00	1,711,439.00
63	MJPA	297-250-002	15	2006-078417	Specific Plan	151,477.00	September 18	2006	4.68		151,477.00	151,477.00
64	MJPA	297-250-003	15	2006-078417	Specific Plan	151,477.00	September 18	2006	4.68		151,477.00	151,477.00
65	MJPA	297-250-004	23	Assestment	Specific Plan March LifeCare	114,493.00	May 17	2008	3.40		114,493.00	114,493.00
66	MJPA	297-250-005	12	2005-0411414	Specific Plan March LifeCare	159,296.00	May 18	2005	5.02		159,296.00	159,296.00
67	MJPA	297-250-006	12	2005-0411414	Specific Plan March LifeCare	87,264.00	May 18	2005	2.75		87,264.00	87,264.00
68	MJPA	297-250-007	12	2005-0411414	Specific Plan March LifeCare	75,840.00	May 18	2005	2.39		75,840.00	75,840.00
69	MJPA	297-250-008	12	2005-0411414	Specific Plan March LifeCare	189,441.00	May 18	2005	5.97		189,441.00	189,441.00
70	MJPA	297-250-009	12	2005-0411414	Specific Plan March LifeCare	484,868.00	May 18	2005	15.28		484,868.00	484,868.00
71	MJPA	297-260-004	23	Assestment	Specific Plan March LifeCare	139,749.00	May 17	2008	4.15		139,749.00	139,749.00
72	MJPA	297-260-005	23	Assestment	Specific Plan March LifeCare	322,265.00	May 17	2008	9.57		322,265.00	322,265.00
73	MJPA	297-260-006	23	Assestment	Specific Plan March LifeCare	128,300.00	May 17	2008	3.81		128,300.00	128,300.00
74	MJPA	297-260-007	23	Assestment	Specific Plan March LifeCare	211,812.00	May 17	2008	6.29		211,812.00	211,812.00
75	MJPA	297-260-008	23	Assestment	Specific Plan March LifeCare	109,105.00	May 17	2008	3.24		109,105.00	109,105.00
76	MJPA	297-260-009	23	Assestment	Specific Plan March LifeCare	105,738.00	May 17	2008	3.14		105,738.00	105,738.00
77	MJPA	297-260-010	23	Assestment	Specific Plan March LifeCare	56,573.00	May 17	2008	1.68		56,573.00	56,573.00
78	MJPA	297-260-011	23	Assestment	Specific Plan March LifeCare	46,471.00	May 17	2008	1.38		46,471.00	46,471.00
79	MJPA	297-260-012	23	Assestment	Specific Plan March LifeCare	81,155.00	May 17	2008	2.41		81,155.00	81,155.00
80	MJPA	297-260-013	23	Assestment	Specific Plan March LifeCare	111,799.00	May 17	2008	3.32		111,799.00	111,799.00
81	MJPA	297-260-014	23	Assestment	Specific Plan March LifeCare	55,226.00	May 17	2008	1.64		55,226.00	55,226.00
82	MJPA	297-260-015	23	Assestment	Specific Plan March LifeCare	59,941.00	May 17	2008	1.78		59,941.00	59,941.00
83	MJPA	297-260-016	1	2008-0449367	Specific Plan March LifeCare	69,033.00	August 14	2008	2.05	Document Record Date	69,033.00	69,033.00
84	MJPA	297-260-017	1	2008-0449367	Specific Plan March LifeCare	62,971.00	August 14	2008	1.87	Document Record Date	62,971.00	62,971.00
85	MJPA	297-260-018	1	2008-0449367	Specific Plan March LifeCare	103,717.00	August 14	2008	3.08	Document Record Date	103,717.00	103,717.00
86	MJPA	297-260-019	23	Assestment	Specific Plan March LifeCare	44,114.00	May 17	2008	1.31		44,114.00	44,114.00
87	MJPA	297-260-020	23	Assestment	Specific Plan March LifeCare	39,062.00	May 17	2008	1.16		39,062.00	39,062.00
88	MJPA	297-260-021	23	Assestment	Specific Plan March LifeCare	58,257.00	May 17	2008	1.73		58,257.00	58,257.00
89	MJPA	297-260-022	23	Assestment	Specific Plan March LifeCare	76,104.00	May 17	2008	2.26		76,104.00	76,104.00
90	MJPA	297-260-023	11	2021-0364512	Specific Plan	673,096.00	June	2021	2.58		673,096.00	673,096.00
91	MJPA	297-260-024	11	2021-0364512	Specific Plan	263,499.00	June	2021	1.01		263,499.00	263,499.00
						34,243,661.00					\$ 34,243,661.00	\$ 34,243,661.00
							<u>Month</u>	<u>Year</u>	<u>Acreage</u>			
92	<u>NORTHEAST CORNER</u>	<u>APN</u>			<u>Zone</u>	1,258,787.00	September 28	2006	52.72	art of 2004 valuation rep	\$ 1,258,787.00	\$ 1,258,787.00
						1,258,787.00					\$ 1,258,787.00	\$ 1,258,787.00
							<u>Month</u>	<u>Year</u>	<u>Acreage</u>			
93	<u>MARCH INLAND PORT AIRPORT</u>	<u>APN</u>			<u>Zone</u>	1,076,471.00	August 21	2001	36.72		\$ 1,076,471.00	\$ 1,076,471.00
94	MJPA Owned - ground lease	294-140-018	9	2001-611917	Public Facilities (march air museum)	3,744,781.00	August 21	2001	127.74		3,744,781.00	3,744,781.00
95	MJPA Owned - ground lease	294-170-015	9	2001-611917	Specific Plan VIP 215 Project - Target Whse		August 21	2001				
96	MJPA Owned - ground lease	294-180-052	17	2011-0105230	Aviation (air cargo)	1,078,858.00	March	2011	30.19	ternate APN 009-617-92	1,078,858.00	1,078,858.00
97	MJPA Owned - ground lease	294-180-051	17	2011-0105230	Aviation (apron)	374,152.00	March	2011	10.47		374,152.00	374,152.00
97	MJPA Owned - ground lease	294-180-043	17	2011-0105230	Aviation (apron)	287,314.00	March	2011	8.04		287,314.00	287,314.00

98	MJPA Owned - ground lease	294-180-053	17	2011-0105230	Aviation (trailer pking/open space)	424,182.00	March	2011	11.87		424,182.00	424,182.00
99	MJPA Owned - ground lease	294-170-010	18	UC2021-PI00076	Aviation (vacant)	14,530,000.00	June	2019	75.41		14,530,000.00	14,530,000.00
100	MJPA Owned - ground lease	294-180-041	16	2005-0277675	Public Facilities (GA terminal)	357,939.00	April	2005	11.28		357,939.00	357,939.00
101	MJPA Owned - ground lease	294-180-054	17	2011-0105230	Aviation (fuel farm/open space)	349,494.00	March	2011	9.78		349,494.00	349,494.00
						22,223,191.00					22,223,191.00	22,223,191.00
						57,725,639.00					57,725,639.00	57,725,639.00

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 7 (3)

Meeting Date: June 30, 2025

Action: **ADOPT A JOINT RESOLUTION JPA 25-23 OF THE MARCH JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY AND THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE TO TRANSFER COMMUNITY FACILITIES DISTRICT NO. 2013-01 (MARCH LIFECARE CAMPUS) FROM THE MARCH JOINT POWERS AUTHORITY TO THE COUNTY OF RIVERSIDE**

Motion: Move to adopt a Joint Resolution JPA 25-23 of the March Joint Powers Commission of the March Joint Powers Authority and the Board of Supervisors of the County of Riverside to transfer Community Facilities District No. 2013-01 (March LifeCare Campus) from the March Joint Powers Authority to the County of Riverside

Background:

Senate Bill (“SB”) 994 allows the March Joint Powers Authority to transfer jurisdiction of community facilities districts, established pursuant to the Act, to the County of Riverside pursuant to the requirements of that Act and in the same manner as a county may transfer the authority for the governance of those districts to another jurisdiction under that Act. An amended boundary map was recorded with respect to the CFD No. 2013-01 with the county recorder in conformity with the Act and in compliance with the requirements of Section 3110 of the Streets and Highways Code. An amended notice of special tax lien is recorded with the County Recorder in the form required by Section 3114.5 of the Streets and Highways Code. Before the transfer the County Clerk mailed notice to each property owner within CFD No. 2013-01, which states the amended name of the District, the effective date of the transfer of jurisdiction, the name and telephone number of the person or office at the County that will be responsible for annually preparing the roll of special tax levy, as required by subdivision (a) of Section 53340.2, and from whom the notice specified in subdivision (b) of Section 53340.2 and other information regarding the District may be obtained. Consistent with SB 994, and the land use transition date of July 1, 2025 pursuant to the 14th Amendment of the JPA Agreement, staff recommends the adoption of Joint Resolution JPA 25-23 for the transfer of CFD No. 2013-01 (March LifeCare Campus) from the March JPA to the County of Riverside on July 1st, 2025.

Attachment(s): Resolution JPA 25-23

RESOLUTION NO. JPA 25-23

A RESOLUTION OF THE MARCH JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY TO APPROVE THE TRANSFER OF COMMUNITY FACILITIES DISTRICT NO. 2013-01 FROM THE MARCH JOINT POWERS AUTHORITY TO THE COUNTY OF RIVERSIDE

WHEREAS, the March Joint Powers Authority ("March JPA") is a joint powers agency created by a joint powers agreement ("JPA Agreement") dated September 7, 1993, as amended, pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with section 6500) of the Government Code; and

WHEREAS, the March JPA is composed of the member entities of the County of Riverside ("County"), the City of Riverside, the City of Moreno Valley, and the City of Perris; and

WHEREAS, the member entities entered into the Fourteenth Amended JPA Agreement in order to refine and reduce the duties of the March JPA, anticipate future completion of the land use redevelopment phase of the JPA Agreement, and enter into a new phase of intergovernmental cooperation for the management of the March Inland Port Airport by the March Inland Port Airport Authority; and

WHEREAS, pursuant to the Fourteenth Amended JPA Agreement, the March JPA is transferring its land use authority to the County on July 1, 2025; and

WHEREAS, the Commission (the "Commission") of the March JPA has previously undertaken proceedings to form Community Facilities District No 2013-01 (March LifeCare Campus) ("CFD No. 2013-01") and to authorize the levy of special taxes within CFD No. 2013-01 pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (Government Code Section 53311 and following) (the "Act") to finance certain public services as described in Resolution #JPA 13-03; and

WHEREAS, the qualified electors of CFD No. 2013-01, voting in a special election held on May 1, 2013, approved the authorization of CFD No. 2013-01 to levy special taxes within CFD No. 2013-01 pursuant to a rate and method of apportionment of such special taxes; and

WHEREAS, as a part of the transfer of land use authority to the County, the March JPA desires to transfer jurisdiction of the CFD to the County; and

WHEREAS, Senate Bill ("SB") 994 allows for the March Joint Powers Authority to transfer jurisdiction of over any community facilities districts, established pursuant to the Act, to the County of Riverside pursuant to the requirements of that Act and in the same manner as a county may transfer the authority for the governance of those districts to a city under that Act; and

WHEREAS, prior to the transfer, an amended boundary map was recorded with respect to the CFD No. 2013-01 with the county recorder in conformity with the Act and in compliance with the requirements of Section 3110 of the Streets and Highways Code; and

WHEREAS, prior to the transfer, an amended notice of special tax lien shall be recorded with the County Recorder in the form required by Section 3114.5 of the Streets and Highways Code; and

WHEREAS, prior to the transfer, the County Clerk mailed notice to each property owner within CFD No. 2013-01, which states the amended name of the District, the effective date of the transfer of jurisdiction, the name and telephone number of the person or office at the County that will be responsible for annually preparing the current roll of special tax levy, as required by subdivision (a) of Section 53340.2, and from whom the notice specified in subdivision (b) of Section 53340.2 and other information regarding the District may be obtained; and

WHEREAS, on July 1st, the County Board of Supervisors adopted a Resolution granting its final consent to the transfer of the CFD No. 2013-01 to the County.

WHEREAS, March JPA and the County consent to the transfer of jurisdiction over the CFD from the March JPA to the County; and

WHEREAS, the Commission wishes to approve the transfer of the CFD to the County; and

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE MARCH JOINT POWERS COMMISSION OF THE MARCH JOINT POWERS AUTHORITY AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. March JPA Approval. The Commission of the March JPA approves the transfer of the CFD to the County and authorizes the March JPA Chief Executive Officer, or designee, to conduct any actions necessary to effectuate the transfer.

Section 3. Any funds levied and collected pursuant to the special tax ("Tax Proceeds") prior to the adoption of this Resolution will be deposited with the County.

Section 4. Commencing after the adoption of this Resolution and thereafter, the County shall be responsible for the administration of the CFD, or whatever designation that County assigns to this zone, including the collection of the annual assessments. If for any reason Tax Proceeds or funds are sent to March JPA after the adoption of this Resolution, the March JPA shall forward those Tax Proceeds or funds to the County within sixty (60) days of March JPA's knowledge of those Tax Proceeds or funds.

Section 5. The March JPA represents that to the best of its knowledge, there are no pending or threatened claims, or administrative or court proceedings against the CFD to be transferred herein.

Section 6. 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 7. Effective Date. This Resolution shall become effective on June 30, 2025.

Section 8. The Clerk of the Commission certify to the adoption of this Resolution.

PASSED, APPROVED, and ADOPTED at a regular meeting of the March Joint Powers Commission of the March Joint Powers Authority, on this 30th day of June 2025.

Michael Vargas, Chair
March Joint Powers Commission

ATTEST:

I, Cindy Camargo, Clerk of the March Joint Powers Commission, do hereby certify that the foregoing Resolution #JPA 25-23 was duly and regularly adopted by the March Joint Powers Commission at its regularly scheduled meeting on June 30, 2025 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Dated: June 30, 2025

Cindy Camargo, Clerk
March Joint Powers Commission

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 7 (4)

Meeting Date: June 30 2025

Action: **AUTHORIZE ADVERTISING A REQUEST FOR PROPOSALS (RFP) FOR GAS METER RELOCATION SERVICES FOR MARCH JOINT POWERS AUTHORITY GREEN ACRES HOUSING**

Motion: Move to authorize advertising a Request for Proposals (RFP) for gas meter relocation services for March Joint Powers Authority Green Acres Housing.

Background:

The March Joint Powers Authority is responsible for the operations and maintenance of 111 historical homes, Green Acres Housing. At the Gas Company's request, gas meters need to be relocated prior to their taking over the gas services throughout the Green Acres Historical Housing Community.

The Contractor will be responsible for the type of gas line installed at each dwelling unit. Gas line extensions can be installed on the existing concrete walls as well as underground to the new locations. All new gas line extensions installed on the outside of the building shall use concrete anchors drilled into the existing concrete walls. Existing gas line pipe diameter size extending outside on all existing gas meter locations will be used for the new gas line extensions to the newly designated location. Some dwelling unit gas lines have been installed underground. If the gas line is installed underground to the new location, it is the contractor's responsibility to intercept any existing underground house gas line. All new gas pipes installed on the outside of the buildings on the concrete walls will need to be routed behind or in front of existing electrical conduits or other components that may be in the same area. New gas lines may be installed through any existing water heater enclosure toward the back of the enclosure. All gas lines shall be installed starting at the existing gas line house extension to the new location on the site plan.

The down time for the gas line reconnection should only be a few hours, maximum. Work hours will be limited to Monday through Friday, from 8:00 am to 5:00 pm. The contract will provide a one-year warranty on all work performed.

Staff is requesting authorization to advertise a Request for Proposals (RFP) to identify a Contractor to perform the gas line relocations for the Green Acres housing community.

Attachment(s): None.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 7 (5)

Meeting Date: June 30 2025

Action: **ADOPT RESOLUTION JPA 25-22 FOR THE PAYMENT OF THE FY 2025-26 PUBLIC ENTITY RISK MANAGEMENT AUTHORITY (PERMA) INVOICE, AND ADOPT RESOLUTION JPA 25-22 AUTHORIZING AN FY 2025/26 MJPA BUDGET ADJUSTMENT TO SUPPORT THE PAYMENT**

Motion: Move to adopt Resolution JPA 25-22 for the payment of the FY 2025-26 Public Entity Risk Management Authority (PERMA) invoice; and adopt Resolution JPA 25-22 authorizing an FY 2025/26 MJPA budget adjustment to support the payment.

Background:

The two-year budget for FY 2025/26 was adopted by the Commission on June 11, 2025. At the time of adoption, PERMA had not yet completed their review process on liability costs for the Authority. Authority staff met with PERMA on various occasions and provided updates of the upcoming restructuring, which would follow the sunset of JPA operations beginning July 1, 2025. While the annual PERMA invoice would normally double in cost as compared to the prior year, the downsizing of the workforce created unknowns in the Authority's overall liabilities.

On June 20, 2025, PERMA issued an invoice for Authority entities (March JPA, March Inland Port Airport Authority and Green Acres) in the total amount of \$510,758 which applies to all MJPA and MIPAA owned properties throughout the March Planning area. The Commission approved an FY 2025/26 budget allocation across all funds for PERMA insurance in the total amount of \$479,371, leaving a shortfall of \$31,387 based on the new invoice. Payment is due no later than July 31, 2025; as such, staff is requesting that the shortfall of \$31,387 be split between the MJPA and MIPAA budgets of \$15,694 each. Staff recommends approval of the FY 2025-26 Public Entity Risk Management Authority (PERMA) invoice; and adopt Resolution JPA 25-22 authorizing an FY 2025/26 MJPA budget adjustment of \$15,694 on PERMA line items to support the payment.

Attachment(s):

- 1) PERMA Invoice
- 2) Resolution JPA 25-22



INVOICE

Invoice To: March JPA
14205 Meridian Parkway, Ste 140
Riverside, CA 92518

Invoice #: INV418
Date: 07/01/2025
Due Date: 07/31/2025

Description	Amount
Liability Program FY2025-26	\$127,808.00
Crime Program FY2025-26	\$1,310.00
Cyber Program FY2025-26	\$48,825.00
ADWRP Program FY2025-26	\$647.00
Property Program FY2025-26	\$330,918.00
APD Program FY2025-26	\$1,250.00
Total Amount Due:	\$510,758.00

PLEASE REMIT PAYMENTS TO:

To pay by check:

Public Entity Risk Management Authority (PERMA)
P.O. Box 743149
Los Angeles, CA 90074-3149

To pay by ACH:

PERMA Routing Number: 121000358
Account Number: 1431080024

Never trust ACH or wire payment instruction revisions sent via e-mail. Cyber criminals hack e-mail accounts and often send emails with fake ACH or wire instructions. These imposter e-mails look exactly like the real thing, and are from someone you trust. If you receive new ACH instructions from PERMA (or any other vendor), always call to verify. Never rely on e-mail alone.

Questions? Contact the finance team at finance@permarisk.gov or (760) 258-4257

*This invoice is now due and payable and shall become delinquent if not paid on or before the invoice due date.
A late charge equal to PERMA's earned interest rate shall be added to all invoices over 60 days delinquent.*

RESOLUTION JPA 25-22

A RESOLUTION OF THE MARCH JOINT POWERS AUTHORITY APPROVING PAYMENT AND BUDGET ADJUSTMENT FOR THE FY2025-26 PUBLIC ENTITY RISK MANAGEMENT AUTHORITY (PERMA) MEMBER CONTRIBUTION

WHEREAS, Section 5(j), 5(m), 5(n) of the Joint Powers Agreement creating the March Joint Powers Authority (“Authority”) provides for fiscal matters and provides strict accountability of all funds of the Authority; and,

WHEREAS, the March Joint Powers Commission (“Commission”) annually prepares and adopts an agency budget; and,

WHEREAS, the March Joint Powers Commission at their special session assembled on June 11, 2025, adopted a two-year budget for fiscal years July 1, 2025 ending June 30, 2026, and July 1, 2026 ending June 30, 2027;

WHEREAS, the Authority is a member of PERMA, a joint powers authority created pursuant to the provisions of the California Government Code; and

WHEREAS, PERMA provides a Liability Program, Workers' Compensation Program, Property Program, and other coverage programs for its members; and

WHEREAS, Authority staff met with PERMA on various occasions and provided updates of the upcoming restructuring, which would follow the sunset of JPA operations beginning July 1, 2025.

WHEREAS, at the time of the budget adoption, PERMA had not yet completed their review process on liability costs for the Authority.

WHEREAS, on June 20, 2025, PERMA issued an invoice for Authority entities (March JPA, March Inland Port Airport Authority and Green Acres) in the total amount of \$510,758 which applies to all MJPA and MIPAA owned properties throughout the March Planning area.

WHEREAS, the Commission approved an FY 2025/26 budget allocation across all funds for PERMA insurance in the total amount of \$479,371, leaving a shortfall of \$31,387 based on the new invoice.

WHEREAS, payment is due no later than July 31, 2025; as such, staff is requesting that the shortfall of \$31,387 be split between the MJPA and MIPAA budgets thereby applying \$15,694 to each fund.

NOW, THEREFORE, BE IT RESOLVED by the March Joint Powers Commission does hereby find, determine, and declare as follows:

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

SECTION 2. The appropriation for the March Joint Powers Authority PERMA insurance line item is hereby increased by \$15,694 to reflect the actual cost of insurance services. The Chief Executive Officer is authorized to take all necessary administrative actions to implement this budget adjustment.

SECTION 3. The March Joint Powers Commission finds this Resolution is not subject to the California Environmental Quality Act (CEQA) in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty, as in this case, that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA..

SECTION 4. 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 5. Effective Date. This Resolution shall become effective immediately.

PASSED, APPROVED, and ADOPTED at a special meeting of the March Joint Powers Commission of the March Joint Powers Authority, on this 30th day of June, 2025.

Michael M. Vargas, Chair
March Joint Powers Commission

ATTEST

I, Cindy Camargo, Clerk of the March Joint Powers Commission, do hereby certify that the foregoing Resolution JPA 25-22 was duly and regularly adopted by the March Joint Powers Commission at its special meeting on June 30, 2025.

Ayes:

Noes:

Abstain:

Absent:

Date: June 30, 2025

Cindy Camargo, Clerk
March Joint Powers Commission

MARCH JOINT POWERS COMMISSION
OF THE
MARCH JOINT POWERS AUTHORITY

MJPA Operations - Consent Calendar
Agenda Item No. 7 (6)

Meeting Date: June 30 2025

Action: **APPROVE A USAGE DRIVEN SITE WITHIN FOREIGN
TRADE ZONE NO. 244 FOR LECANGS LLC LOCATED
IN PERRIS, CA**

Motion: Move to approve a Usage Driven Site within Foreign Trade Zone No. 244 for Lecangs LLC located in Perris, CA.

Background:

In May 2011, the Department of Commerce Foreign Trade Zones Board adopted Board Order No. 1761, approving Foreign Trade Zone (FTZ) 244's application for the Alternative Site Framework (ASF). Under the previous zone configuration, land was designated as FTZ in anticipation of a future zone user. A zone operating under the ASF structure 'banks' land designated as FTZ. A potential zone user can request inclusion in the zone as a 'usage driven site' and the grantee removes land from the bank and allocates it to that specific user at their current location.

Lecangs LLC, proposes to activate leased space comprised of 27.63-acres located at 728 West Rider Street, Perris, CA

Lecangs LLC plans to use the FTZ to conduct receiving and warehouse distribution related operations. The requested operations will not affect a change in customs' tariff classification, quota category or country of origin for any merchandise admitted to the zone. Currently, FTZ 244 does not have any general warehousing uses available for importers and exporters to use on an as needed basis. This usage driven site would provide a much-needed service within FTZ 244.

Staff recommends that the Commission concur with Lecangs LLC application to the Foreign Trade Zones Board for a usage driven FTZ designation on the project site.

Attachment(s): Lecangs LLC Application

APPLICATION FOR
ALTERNATIVE SITE FRAMEWORK
MINOR BOUNDARY MODIFICATION

FOREIGN TRADE ZONE #244

Lecangs LLC

GRANTEE: March Joint Powers Authority

OFFICIAL COPY

June 2025

June 23, 2025

Dr. Grace Martin
March Joint Powers Authority
14205 Meridian Parkway, Suite 140
Riverside, CA 92518

Re: Alternative Site Framework – MBM Designation Request

Dear Dr. Grace Martin,

Please accept this letter as a request for the submittal of an application for Minor Boundary Modification of Foreign-Trade Zone (FTZ) #244 pursuant to the FTZ Board Regulations contained in Title 15 of the Code of Federal Regulations (CFR) Part 400.26(a)(c).

LECANGS LLC requests MBM designation of the following property:

- 27.63 acres or 1,203,449 square feet located at 728 W. Rider St., Perris, CA 92571.

LECANGS LLC will serve as the general-purpose zone operator of the site. This modification will allow LECANGS LLC to utilize zone activities and satisfy the demand for general-purpose zone space and distribution activities for its imports through duty deferral, weekly entry, and duty elimination.

Prologis is the legal landowner of the new zone site. LECANGS LLC as the tenant, has the right to use the proposed site for Foreign Trade Zone use. For further reference, attached is the Right to Use letter for this parcel.

In conclusion of the Alternative Site Framework application for a Minor Boundary Modification, we respectfully ask the Grantee to contact local Customs and Border Protection for the required CBP Concurrence Letter as well. If you have any additional questions or concerns relating to this application, please contact David Harlow of ITC-Diligence, Inc. at 626.333.3822 or via email at drharlow@ftzconsultants.com.

Best Regards,
David Harlow
David Harlow
President

**Application for Subzone or Usage-Driven Designation (“Minor
Boundary Modification”) Under the Alternative Site Framework (ASF)**

Instruction Sheet

This collection of information contains Paperwork Reduction Act (PRA) requirements approved by the Office of Management and Budget (OMB). Notwithstanding any other provision of law, no person is required to, nor shall any person be subject to a penalty for failure to comply with, a collection of information subject to the requirements of the PRA unless that collection of information displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 3.5 hours, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons wishing to comment on the burden estimate or any aspect of this collection of information, or offer suggestions for reducing this burden, should send their comments to the ITA Reports Clearance Officer, International Trade Administration, U.S. Department of Commerce, 14th and Constitution Avenue, NW, Washington, DC 20230.

No zone, subzone, zone expansion/reorganization/modification, or production authority may be approved unless a completed application/notification/request has been received (19 U.S.C. 81a-81u; 15 CFR Part 400). The Foreign-Trade Zones Board has no authority to finance zone projects. Its approval is in the form of a grant of authority (license) for operating a facility under foreign-trade zone procedures. The basic requirements for foreign-trade zone applications are found in the regulations of the Foreign-Trade Zones Board (15 CFR Part 400), including Sections 400.21 through 400.25. Application formats are available on the [FTZ Board web site](#).

Corporations submitting applications must be qualified to apply under the laws of the state in which the zone is to be located. Applicants may submit drafts of their applications to the FTZ Staff, which can provide comments and technical assistance in interpreting the Board's regulations.

Applicants should note that conduct of their proposed activity under FTZ procedures would result in an additional, ongoing information-collection burden associated with the Annual Report from Foreign-Trade Zones (OMB Control No. 0625-0109).

FTZ Staff
March 2013

Foreign-Trade Zones Board
U.S. Department of Commerce
1401 Constitution Avenue, N.W., Room 21013
Washington, D.C. 20230
(202) 482-2862

Alternative Site Framework

APPLICATION FOR SUBZONE OR USAGE-DRIVEN DESIGNATION (“MINOR BOUNDARY MODIFICATION”)

NOTE: This format is only for a Minor Boundary Modification (MBM) to propose a “Subzone” or “Usage-Driven” site(s) under the Alternative Site Framework (ASF).

INSTRUCTIONS

General: The actual submitted request may take the form of a letter from the grantee requesting approval and answering each question listed below. Alternatively, the request may include a cover letter from the grantee identifying the specific Subzone/Usage-Driven site for which it is requesting approval and then a separate document answering the questions below. Leave each question in place (including its number) and provide your response directly below each question.

Subzone versus Usage-Driven Designation: Under the FTZ Board’s regulations (§400.24(c)), a grantee can request designation of a site(s) as a subzone that qualifies for usage-driven status, where warranted by the circumstances and so long as the subzone activity remains subject to the activation limit for the zone in question. As with usage-driven sites, subzone sites designated under this process will be subject to the standard three-year sunset provision.

Sites versus Parcels: A "site" is comprised of one or more generally contiguous parcels of land organized and functioning as an integrated unit, such as all or part of an industrial park or airport facility. If parcels do not meet that definition, they must be treated as separate sites.

Submitted Request Must Be Complete: Submitted MBM requests must be complete – with the sole allowable exception of any comments from U.S. Customs and Border Protection (CBP), if necessary. Incomplete submitted requests or documents submitted separately will be returned to the sender. The FTZ Staff cannot assemble complete requests from individual elements submitted separately.

If a letter from CBP is not included, a copy of your request must be provided to CBP no later than when the request is submitted to our office (see section 400.38(a) of the FTZ Board’s regulations). When providing the copy to CBP, you can note that the regulations provide CBP with 20 days to submit comment

Submission of Completed Application: Submit the final application by email (ftz@trade.gov) (Adobe PDF format preferred; you may use MS Word format if you are unable to submit PDF). The application must include color maps and signed versions of all letters.

Timing: Under the FTZ Board’s regulations, the ordinary timeframe to process MBM requests is within 30 days of the FTZ Staff having received a complete request. Timing will depend on receipt of CBP’s comments on the request.

Alternative Site Framework

APPLICATION FOR SUBZONE OR USAGE-DRIVEN DESIGNATION (“MINOR BOUNDARY MODIFICATION”)

QUESTIONS

1. Please mark the appropriate space below to indicate whether you are requesting “Subzone” or “Usage-Driven” designation for the proposed site(s):

_____ Subzone X Usage-Driven

2. List the address of the site(s), including the jurisdiction in which the site(s) falls (town, city, county).

The address for consideration is 728 W. Rider St., Perris, CA 92571. The location falls within the County of Riverside.

3. Explain how the proposed site(s) is within the grantee’s approved ASF service area.
The site is in Riverside County, one of the 2 counties in the approved service area. The County of Riverside is located within the port of entry of Long Beach. The City of Perris is located within the service map area of FTZ #244.

4. State the proposed acreage of the site(s).
The proposed acreage is 27.63 acres for the site located at 728 W. Rider St., Perris, CA 92571.

5. Indicate the company for which the site(s) will be designated.
Lecangs LLC

6. Provide a summary of the company’s planned activities.
Lecangs LLC will serve as the 3PL operator and “user” of the usage-driven site. This will allow Lecangs LLC utilize zone activities and satisfy the growing business model for imports, manipulations, distribution, and exports activities.

7. Indicate the current zoning and the existing and planned buildings (including square footage) for the site(s). (Note: Sites (or areas within a site) with inappropriate zoning – such as agricultural, retail, or residential – are not eligible for FTZ status and should not be proposed in any MBM request.)

The sites’ current zoning status is industrial. The square footage proposed for FTZ designation: 728 W. Rider St., Perris, CA 92571. (1,203,449 sq ft)

8. Confirm that FTZ designation or the use of FTZ procedures is not a requirement or a precondition for future activity or construction at the site(s).
This FTZ designation or use of FTZ procedures are not a requirement nor a precondition for future activity or construction at the sites.

9. List the owner(s). (If a site(s) is not owned by the grantee or the company planning to use the site(s) – as named in response to Question 5 above – then provide a "Right to Use" attachment with documentation demonstrating the right to use the site(s). Such evidence could be a signed letter from the proposed operator on its letterhead attesting to its right to use the property or a letter of concurrence from the owner of the proposed site(s).)
Prologis is the owner. They have the right to use the site in question for FTZ. Please see the attached Right to Use letter for further reference.

ATTACHMENTS

Attach the documents listed below (Items 10 and 11, plus Item 12 if applicable) directly behind the text of your request.

10. A clear and detailed site map showing existing and planned structures. The site boundaries must be outlined clearly **in red**. Note that if streets or similar landmarks are not legible on the site map, you will also need to provide a detailed street map with the proposed site's boundaries **in red**. Any map should be no larger than letter-sized (8 1/2" x 11") and clearly labeled, with legends provided for any markings.

See attached.

11. Comments from U.S. Customs and Border Protection (CBP): The grantee generally should provide comments from CBP with the submitted request. Alternatively, the grantee may provide a copy of the request to CBP at the time the request is submitted to the FTZ Board, in which case the grantee should also communicate with CBP regarding the 20-day timeframe in the FTZ Board's regulations for CBP to provide comments to the FTZ Board.

Pending CBP Support

12. If your state (such as TX, KY, AZ) has one or more taxes for which collections will be affected by the proposed FTZ designation of the new site(s), please attach all of the following:

- A. An explanation of the specific local taxes that will be affected;
- B. A stand-alone letter that:
 - Lists all of the affected parties;
 - Includes a statement below the list certifying that this is a complete list of all parties that would be affected by this particular request; and,
 - Is signed by an official of the grantee organization.
- C. Correspondence from all of the affected parties (such as a local school board) indicating their concurrence (or non-objection) regarding the proposed FTZ designation.

N/A



Lecangs LLC – Company Profile

Company Name: Lecangs LLC

Headquarters: 728 W Rider St, Perris, CA 92571

Website: <https://us.lecangs.com>

Established: 2020

Business Structure: Limited Liability Company (LLC)

Primary Contact: Lori Wu, VP of Investment.

Business Overview

Lecangs LLC is a fast-growing third-party logistics (3PL) provider headquartered in Perris, California. The company specializes in comprehensive warehousing, order fulfillment, and freight forwarding services for both domestic and international clients, with a particular focus on e-commerce and retail distribution channels.

With over **7 million square feet** of warehouse space strategically located near major U.S. ports—including Los Angeles, New York/New Jersey, Houston, and Savannah—Lecangs offers clients an efficient and scalable supply chain solution.

Core Services

- E-commerce fulfillment and drop shipping
- Palletized B2B distribution
- Transloading and cross-docking
- Container drayage and inland transportation
- Amazon FBA prep and returns handling
- Freight forwarding and customs clearance support

Technology and Capabilities

Lecangs leverages a proprietary warehouse management system (WMS) integrated with major e-commerce platforms, including Shopify, Amazon, Walmart, and Temu. The company supports full API/EDI integration, real-time inventory visibility, and automated order routing.

Lecangs also provides value-added services such as kitting, labeling, packaging customization, and quality control to meet clients' specific supply chain needs.

Clients and Markets Served

Lecangs supports a diverse client base, including fast-growing DTC brands, wholesalers, and cross-border e-commerce platforms. Key markets served include consumer electronics, home goods, furniture, apparel, and general merchandise.

FTZ Objectives

Lecangs is seeking to activate FTZ designation at its facilities to better support clients who import goods in bulk, conduct repackaging or light assembly, and re-export to global destinations. FTZ activation will:

- Improve cash flow through duty deferral or elimination
 - Reduce customs processing time and complexity
 - Enhance competitiveness for clients engaged in global trade
-

Conclusion

With a strong presence near key U.S. ports and a proven track record in international logistics, Lecangs is well-positioned to operate under FTZ status and deliver meaningful value to importers, exporters, and the U.S. supply chain ecosystem.

Right to Use Letter



June 16, 2025

Executive Secretary
United States Department of Commerce
Foreign-Trade Zones Board
1401 Constitution Ave., NW Room 2814B
Washington, DC 20230

Re: FTZ Operator - Right to Use Letter

Dear Elizabeth Whiteman:

Lecangs, LLC is the tenant of the property located at:
• 728 W. Rider St, Perris, CA 92571

As Operator, Lecangs, LLC has the right to use the property for Foreign Trade Zone purposes.

Please do not hesitate to contact me at with any questions or concerns regarding this property.
925-621-9488 and/or lori.wu@loctek.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Lori Wu". The signature is fluid and cursive.

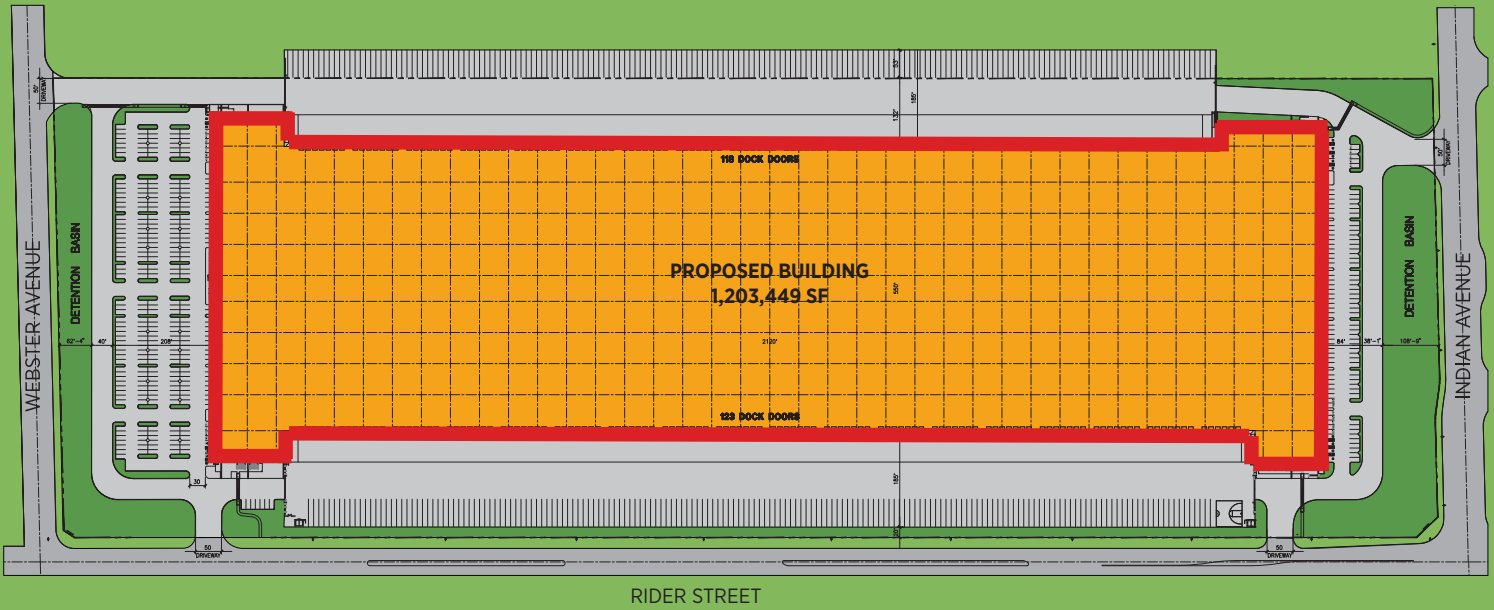
Lori Wu
Authorized Signatory

CC: FTZ #244 March JPA (Grantee)
ITC-Diligence, Inc.

SITE MAP

- SITE PLAN
- STREET/PARCEL MAP

Lecangs LLC
728 W. Rider St., Perris, CA 92571
Total Designation: **1,203,449 sq ft**



MARCH JOINT POWERS COMMISSION

OF THE

MARCH JOINT POWERS AUTHORITY

MJPA - Reports, Discussions and Action Items

Agenda Item No. 8 (1)

Meeting Date: June 30, 2025

Action: **APPROVE, PURSUANT TO THE MARCHLIFECARE CAMPUS SPECIFIC PLAN PROGRAM EIR AND FINDINGS UNDER THE STATE CEQA GUIDELINES SECTION 15162, A SIXTH AMENDMENT TO THE MARCH LIFECARE CAMPUS DISPOSITION AND DEVELOPMENT AGREEMENT (DDA), AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AMENDMENT AND DIRECT STAFF TO FILE A NOTICE OF DETERMINATION.**

Motion: Move to approve, pursuant to the March LifeCare Campus Specific Plan Program EIR and findings under the State CEQA Guidelines section 15162, a Sixth Amendment to the March LifeCare Campus Disposition and Development Agreement (DDA), authorize the Chief Executive Officer to execute the Amendment and direct staff to file a Notice of Determination.

Background

On or about April 7, 2010, the March Joint Powers Redevelopment Agency (“Agency”) and March Healthcare Development, LLC, a California limited liability company (“MHD”), entered into the March LifeCare Campus Disposition and Development Agreement (the “Original Agreement”) for purposes of developing approximately 160 acres into a regional medical campus, including medical offices and at least one hospital facility (collectively, “Project”).

The developer’s cardinal obligations under the Agreement are to: (1) construct certain horizontal infrastructure improvements¹ necessary for end users to develop the vertical portion of the Project (see Article 6 of the Agreement and Exhibit D to Second Amendment); and (2) cause the parcels within the Project area to be transferred to end users/vertical developers, with the first closing on an Acquisition Parcel to occur not later than the 2nd anniversary of the Effective Date, i.e., April 10, 2012 but in no event later than April 7, 2014,² and the final closing to occur not later than the 15th anniversary of the Effective Date, i.e., April 10, 2025 (see Article 5 of the Agreement).

1 The obligation of developer to cause vertical improvements to be completed by certain deadlines was modified under the Second Amendment to Agreement.

2 As extended under the First Amendment (see below).

On or about March 2, 2011, the Agency assigned its rights under Articles 3 (Disposition of the Property), 4 (Consideration for the Property), 5 (Process of Conveyance) and 9 (Breach, Defaults, Remedies and Termination) of the Original Agreement to the March Joint Powers Authority (“Authority”). Further, effective October 1, 2011, the California Legislature passed Assembly Bill 1X 26, requiring the dissolution of all redevelopment agencies and community development agencies within the State, and that successor agencies be formed as replacements. As such, the Agency was dissolved and ceased to exist as of February 1, 2012, and the March Joint Powers Authority, in its capacity as the designated successor agency to the Agency (“Successor Agency”), assumed all of Agency’s rights and obligations under the Original Agreement. On or about January 22, 2016, MHD assigned its rights in and to the Original Agreement, as amended, to its affiliate, March1 LLC (“Developer”). On or about August 4, 2018, the Successor Agency assigned its rights under Section 6.03 (Schedule of Performance), and the associated Exhibit D, to the Authority.

The Original Agreement has been amended (hereinafter, as amended, the “Agreement”) five times: on March 7, 2012 (“First Amendment”), September 29, 2018 (“Second Amendment”), January 26, 2022 (“Third Amendment”), May 2, 2023 (“Fourth Amendment”), and March 6, 2024 (“Fifth Amendment”), in each instance allowing the developer additional time to complete the improvements required under the Agreement. A sixth amendment was proposed when discussions with the developer evolved to a bulk sale of DDA parcels (attached hereto as Attachment 1) to the developer, but all the deadlines provided to the developer to accept the terms of Authority’s offer under that proposed amendment have now expired and are of no effect.

First Amendment to Agreement

Entered into on or about March 7, 2012, following a Notice of Breach issued by the Authority dated September 27, 2011, for failure by MHD to meet certain obligations under the Agreement. MHD disputed the assertions in the Notice and the First Amendment was entered into in part to resolve the dispute. Under the First Amendment, MHD committed, among other things, to cause the first closing on an Acquisition Parcel to occur on or before June 30, 2012, but in no event later than April 7, 2013. The First Amendment further gave the developer the right to extend the date of the first closing by one additional year, to April 7, 2014.

Second Amendment to Agreement

Entered into on or about September 29, 2018, following the assignment of the Agreement to the current developer, March1, LLC. Under the Second Amendment, the developer’s obligations were limited to completing the horizontal backbone improvements and the deadlines for such completion were extended. (see revised Exhibit D to the Second Amendment, attached hereto as Attachment 2) Pursuant to the Second Amendment, the horizontal improvements are to be completed in four (4) increments (D-I, D-II, D-III, and D-IV), with the first deadline being October 3, 2021, and full completion of all horizontal improvements by October 3, 2028.

Third Amendment to Agreement

Entered into on or about January 26, 2022, following developer’s failure to complete the first increment of horizontal improvements by October 3, 2021. In a continued show of good faith, the Authority agreed to grant the developer further extension of time to complete the first increment of horizontal improvements (D-I), and also revised the scope of the D-I improvements to only: a Pressure Reducing Valve (PRV) Facility, landscaping along Riverside Drive,

backbone water infrastructure, repairing specified distressed roadways and sidewalks, and repair certain sewer trench and drainage inlets.

Fourth Amendment to Agreement

Entered into on or about May 2, 2023, following developer's failure to complete the PRV by the deadline agreed-to under the Third Amendment, which developer asserted was due to a delay in Western Municipal Water District approving an amendment to that separate Water Facility Construction Agreement made on March 8, 2021, by and among Western MWD, Meridian Park, LLC, and a subcontractor of Meridian, regarding certain reimbursements among those parties in connection with Meridian Park's construction of the PRV. The Authority is not a party to that agreement or to another separate agreement between the developer, Western MWD and other parties relating to sharing of PRV construction costs. Nevertheless, recognizing the progress that developer had made with respect to the other deadlines set forth in the Third Amendment, the Authority granted the developer another time extension for completion of the PRV to not later than July 31, 2023.

Fifth Amendment to Agreement

Entered into on or about March 6, 2024, following the late completion of the PRV, which was completed as of October 30, 2023, three months past the deadline. The Fifth Amendment deems the PRV substantially complete and amends the developer's obligations with respect to the construction of two Cactus Channel crossings by allowing the developer to deposit an in lieu fee in an escrow account as to the Cactus/Riverside Channel Crossing and Cactus/March Lifecare Channel Crossing (terms defined below), and confirms the developer's obligation to construct an SCE Substation by October 3, 2024.

Prior to the Fifth Amendment, the developer was required to: (1) complete construction of a Cactus Avenue Channel Crossing at Riverside Drive (see Attachment 3) on or before October 3, 2024 (the "Cactus/Riverside Channel Crossing"); (2) commence construction of a Cactus Avenue Channel Crossing at March Lifecare Drive on or before October 3, 2027 (the "Cactus/March Lifecare Channel Crossing"); and (3) complete the SCE Substation and a traffic signal at the intersection of Cactus Avenue and Riverside Drive on or before October 3, 2024. The traffic signal was completed by the City of Moreno Valley at their own cost.

May 14th, 2025 Special Meeting

On May 14th, 2025, the Commission held a special meeting to discuss the status of the March LifeCare development. During that meeting the Commission received information from both Staff and March1 LLC regarding the status of negotiations as it pertains to the following: a) a bulk sale agreement for remaining DDA parcels; and b) a proposed ADA from an entity called MarchLife USA, LLC.

As a result of presentations and testimonies by all parties, the Commission considered three options in moving forward. Of the options provided, the Commission voted to "direct March1 LLC to submit the above-mentioned information as previously requested by staff as to the proposed Acquisition and Development Agreement with MarchLife USA LLC no later than May 30th, 2025, and direct staff to return to the Commission with a recommendation after reviewing the information to be submitted by March1 LLC, and finalize negotiations on a bulk sale agreement on the remaining DDA parcels."

June 11th, 2025 Special Meeting

Following the Commission's action on May 14th, RSG, as third-party reviewer to the March JPA, received supplemental materials from March1, LLC as part of the due diligence review process consistent with Section 5.09(g) of the Development and Disposition Agreement (“DDA”). Their evaluation involved assessing the information provided by March1 to evaluate the **(i) identity, (ii) financial capability and (iii) relevant development/operating experience** of MarchLife USA, LLC as it relates to a 100-bed acute hospital on Parcels 8 and 10 of the March LifeCare campus.

Under the DDA, any Third Party Developer(s)/End User(s) proposed by March1 LLC to acquire an Acquisition Parcel is subject to the review, evaluation and approval of March JPA with regards to that Third Party Developer(s)/End User(s) identity as well as their financial capacity and relevant experience for the proposed use. On June 5, 2025, RSG released their due diligence review of MarchLife USA, LLC. Their report is attached hereto as Attachment 1.

Based on the materials submitted by March1, RSG could not confirm the identity of all the entities and/or individuals listed in materials provided for MarchLife USA. The organization chart and management entity list provided by March1 LLC did not identify any parties with direct membership or interest in MarchLife USA, LLC that have hospital development or operations experience. MarchLife USA, LLC itself has no such experience. Supplemental outreach efforts were exercised by RSG independently after failed attempts to contact entities using materials submitted by March1. While a few individuals did respond to RSG’s separate efforts after May 30th, verification of compliance with the aforementioned DDA criteria could not be obtained.

Because the due diligence review of MarchLife USA, LLC raised several concerns, the ADA must be rejected. A contrary action would be inconsistent with the provisions and intent of the DDA.

March1 has also expressed an interest in entering into a bulk purchase agreement for all remaining DDA parcels outside of the ADA, which is an action that would require an amendment to the existing DDA as “bulk sales” are not currently provided for in the DDA.

While it is March1’s desire to proceed with the ADA separately from a bulk purchase agreement, such separate action is not possible in light of MarchLife USA’s evaluation results. However, a sale to MarchLife USA that coincides with a bulk purchase (and thus termination of the existing DDA) would resolve the issue.

Based on the aforementioned, the Commission voted to Deny the proposed standalone Acquisition and Development Agreement with MarchLife USA, LLC and directed staff and March1 to finalize a bulk sale Sixth Amendment to the DDA and schedule the agreement for a final action by the Commission.

June 30th, 2025 Special Meeting

Since the June 11th Special Meeting, March1 and Staff have drafted a Sixth Amendment to the DDA that reflects a bulk sale structure as directed by the Commission. Terms of the Sixth Amendment are as follow:

- a. Total purchase price for the remaining DDA parcels under the Bulk Purchase shall be Twenty-Two Million Dollars (\$22,000,000) minus One Million Five Hundred Thirty-Four Thousand Eight Hundred Sixty Six Dollars (\$1,534,866), which represents the sale price of the Medical Office Parcels/RCI parcels.
- b. Total purchase price for sale of the ADA hospital parcels to March1 shall be Three Million Five Hundred Thousand Dollars (\$3,500,000), and for the Bulk Sale Parcels the purchase price shall be Sixteen Million Nine Hundred Sixty-Five Thousand One Hundred Thirty-Four Dollars (\$16,965,134).
- c. The Parties shall, within three (3) business days after execution of this Sixth Amendment, open escrow accounts with escrow holder(s) (the “Escrow Agent”) mutually satisfactory to both Parties by depositing with the Escrow Agent a fully executed copy of this Sixth Amendment and the DDA, and (1) instructions to the Escrow Agent to open two separate escrow accounts: (a) a double escrow for the Hospital Parcels Transaction (“Hospital Escrow”) and (b) an escrow for the Bulk Sale Parcels Transaction (“Bulk Sale Escrow”), and (2) execute, for each escrow, an Escrow Agent Acknowledgment form.
- d. Within thirty (30) days following the opening of the Bulk Sale Escrow, March1 shall cause to be deposited with the Escrow Agent (defined below) for the Bulk Sale Escrow the amount of One Million Dollars (\$1,000,000) and on the next business day following the Closing of the Hospital Parcels Transaction an additional deposit in immediately available funds of Five Million Dollars (\$5,000,000) (collectively the “Bulk Sale Parcels Transaction Deposits”). The One Million Dollar (\$1,000,000) deposit shall be composed of a Five Hundred Thousand Dollar Deposit (\$500,000) made by March1 via certified check or wire transfer and a written authorization from the March1 to the Authority allowing the transfer into the Bulk Sale Escrow of the Five Hundred Thousand (\$500,000) of In Lieu Funds held in the Escrow Account (as those terms are defined in the Fifth Amendment).
- e. Except for reason of Authority’s uncured default (following written notice from March1 and reasonable opportunity to cure), or upon failure of any of the conditions precedent to closing set forth in Section 4(g) of the Sixth Amendment (unless waived by Developer), upon March1’s acceptance of the title conditions, the Bulk Sale Parcels Deposit becomes nonrefundable to the Developer, and shall be released by Escrow Agent to Authority on the next business day, but at all times (except in the event of Developer’s breach) applicable to the Bulk Sale Parcels Purchase Price at the Bulk Sale Closing.
- f. The Hospital Parcels to occur no later than One Hundred Eighty (180) calendar days following the Effective Date of this Sixth Amendment.
- g. The Bulk Sale Parcels to occur no later than July 1, 2026.
- h. March1 shall not extend the Bulk Sale Escrow Closing Date except by Authority’s prior written consent, which consent shall not be unreasonably withheld. Any request by March1 to modify the Bulk Sale Escrow Closing Date shall be (a) submitted to the Authority, in writing, (b) allow for no less than five (5) business days for Authority to respond, and (c) accompanied with a non-refundable payment made directly (outside of escrow) to the Authority in the fixed amount of Twenty Thousand Dollars (\$20,000) in immediately available funds to compensate the Authority for its administrative and legal costs associated

with its review of the request, which amount does not reduce the Bulk Sale Parcels Purchase Price.

- i. Upon the occurrence of the Bulk Sale Escrow Closing: (a) the Authority shall not seek to enforce the rights provided to it by Section 15 of the March1 Medical Office Parcels Grant Deed and the Hospital Parcels Grant Deed, (b) the Authority shall, following its receipt of a written request from March1, take such action, at no cost to Authority, as is reasonably necessary to remove the requirements and limitations directed to the Grantor in Section 13 of the March1 Medical Office Parcels Grant Deed and the Hospital Parcels Grant Deed, and (c) the DDA and the Parties' rights and obligations thereunder shall automatically terminate, except for (1) the Parties' indemnity obligations under the DDA that expressly survive the expiration or termination of the DDA, (2) any rights and obligations contained in this Sixth Amendment that expressly survive termination, and (3) the Parties' rights and obligations under the Agency Note. Nothing contained herein shall be interpreted to limit the March1, at March1's sole option and cost, from seeking, in light of the March1's payment obligations under Section 5 of this Sixth Amendment, a credit from the County of Riverside ("**County**") for any storm drain fees assessed against the Developer ("**Assessment Credits**"). The foregoing notwithstanding, March1 shall not in any way condition its payment obligations under Section 5 of this Sixth Amendment on the County's agreement to grant Developer any Assessment Credits or on any other matters not specifically provided in Section 5.
- j. The Authority will exercise commercially reasonable efforts to cooperate with March1, at March1's sole cost, as reasonably necessary in connection with March1's efforts to cause the formation of a community facilities district ("CFD") pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 et seq.). In the event a CFD is not formed, the Authority will exercise commercially reasonable efforts to cooperate with March1 to develop a process whereby the purchasers of any property from the Authority in the CFD Area will be required to pay a proportionate share of the costs of the Horizontal Improvements made by the Developer in the CFD Area.
- k. Cactus Channel: In addition to the aforementioned payment structure, from and after the Effective Date of this Sixth Amendment, March1 shall, within thirty (30) days after receiving written notice from Authority (only to be given by the Authority after it has received a written demand from the Riverside County Flood Control and Water Conservation District ("**RCFCD**") that the Authority's contribution, either in full or partial, to the Sunnymead-Cactus Avenue Channel improvement project is due and owing), pay RCFCD, on behalf of the Authority the full amount demanded; provided, however, in no event shall the total amount to be paid by the March1 to the RCFCD for the Sunnymead-Cactus Avenue Channel improvement project, whether on behalf of the Authority or otherwise, exceed the sum of Six Million Nine Hundred Thousand Dollars (\$6,900,000). The March1's obligations under this Section 5 supersedes March1's obligations under paragraphs 5 and 6 of the Fifth Amendment and shall survive any termination of the DDA. March1 shall indemnify, defend and hold harmless, Authority and Authority's officers, directors, agents, employees and attorneys, from and against all claims, actions, losses, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred, suffered by, or claimed against Authority arising out of or in any way related to March1's failure to fulfill its payment obligations set forth under this Section 5. This indemnity shall survive any termination of the DDA.

1. At March1's written request, Authority shall exercise commercially reasonable efforts to cooperate with March1 in March1's effort to acquire, negotiate, process and document by the Bulk Sale Closing Date those easement and right-of-way rights necessary for the use or construction of the Project.

The Amendment would facilitate the continued development of the March LifeCare Campus project in a way that would increase funds to the taxing entities and do not violate the outside deadline to complete the overall project. The Amendment is not an action 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 Sixth Amendment in its capacity as the assignee to the Agency's rights and obligations under Section 6.03 of the DDA.

Pursuant to State CEQA Guideline section 15162, based on the Program EIR, Environmental Findings, Mitigation Monitoring and Reporting Program, the Statement of Overriding Considerations, and all related information presented to the Commission, the Commission finds that the preparation of a subsequent or supplemental EIR or any other CEQA document is not required because the Sixth Amendment to the DDA: 1) does not constitute substantial changes to the Project that will require major revisions of the Program EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; 2) does not constitute substantial changes with respect to the circumstances under which the Project is administered that will require major revisions of the Program EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and 3) does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Program EIR was certified, that shows any of the following: (a) the modification will have one or more significant effects not discussed in the Program EIR; (b) significant effects previously examined will be substantially more severe than shown in the Program EIR; (c) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the Commission declined to adopt such measures; or (d) mitigation measures or alternatives considerably different from those analyzed in the Program EIR would substantially reduce one or more significant effects on the environment, but which the Commission declined to adopt.

Based on the aforementioned, staff recommends that the Joint Powers Commission approve the Sixth Amendment to the March LifeCare Campus Disposition and Development Agreement, authorize the Chief Executive Officer to execute the Amendment and direct staff to file a Notice of Determination pursuant to CEQA.

- Attachment(s):**
- 1) Sixth Amendment to the March LifeCare Campus Disposition and Development Agreement (March 1, LLC)
 - 2) Notice of Determination

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

This **SIXTH AMENDMENT TO MARCH LIFECARE CAMPUS DISPOSITION AND DEVELOPMENT AGREEMENT** (“**Sixth 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 Sixth Amendment as a “**Party**” and, collectively, as the “**Parties**.”

This Sixth 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,” effective as of March 7, 2012 (“**First Amendment**”), as amended by that certain “Second Amendment to March LifeCare Campus Disposition and Development Agreement,” effective as of September 29, 2018 (“**Second Amendment**”), as amended by that certain Third Amendment to March LifeCare Campus Disposition and Development Agreement,” effective as of January 26, 2022 (“**Third Amendment**”), as amended by that “Fourth Amendment to March LifeCare Campus Disposition and Development Agreement” effective as of May 2, 2023 (“**Fourth Amendment**”), and as amended by that “Fifth Amendment to March LifeCare Campus Disposition and Development Agreement” effective as of March 6, 2024 (“**Fifth 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, obligates Developer to complete certain infrastructure improvements, more specifically described in the DDA (“**Developer Obligations**”), and grants to Developer the right to acquire the Acquisition Parcels and concurrently convey same to third-party developers/end users for the development of Health Care Facilities in accordance with the Entitlements and Scope of Development and on terms substantially in conformance with the form Acquisition and Development Agreement attached to the DDA as Exhibit J.

E. Except for the Medical Office Parcels (described below), Authority is the fee owner of the Acquisition Parcels, depicted on **Exhibit A** attached hereto and made a part thereof (the “**Land**”).

F. Developer has entered into separate Acquisition and Development Agreements (each, an “**ADA**”) for sale of certain Acquisition Parcels, as follows: (1) an Acquisition and Development Agreement by and between Developer and Riverside Clinic Investors IV, LLC, a California limited liability company (“**RCI ADA**”), dated as of March 7, 2025, for sale of approximately four hundred forty one thousand one twenty one (441,121) square feet more specifically described on **Exhibit B** attached hereto and made a part thereof, for the development of a medical office building and related facilities (the “**Medical Office Parcels**”); and (2) an Acquisition and Development Agreement by and between Developer and MarchLife USA LLC, a Delaware limited liability company (“**MarchLifeUSA ADA**”), dated as of June 26, 2025, for sale of approximately one million eighty two thousand four hundred sixty six (1,082,466) square feet more specifically described on **Exhibit C** attached hereto and made a part thereof, for development of a 100-bed acute care hospital and related facilities (the “**Hospital Parcels**”).

G. Under the current terms of the DDA, a transfer by developer of any Acquisition Parcel pursuant to an ADA is subject to Authority’s review and approval, and is conditioned upon Developer’s fulfillment of the Conditions Precedent (as defined in the DDA).

H. The Authority approved the RCI ADA at its regular meeting held on February 5, 2025, and thereafter, conveyance of the Medical Office Parcels from Authority to Developer, and immediately subsequently thereto, from Developer to Riverside Clinic Investors IV, LLC, was completed by grant deeds recorded on April 25, 2025 in the official County Records of the County of Riverside as DOC No. 2025-0124672 (“**March1 Medical Office Parcels Grant Deed**”) and No. 2025-0125063, respectively. The sale price of the Medical Office Parcels to Developer was One Million Five Hundred Thirty Four Thousand Eight Hundred and Sixty-Six Dollars (\$1,534,866).

I. Developer now also proposes to purchase the remaining Land (minus the Hospital Parcels which will be separately acquired as provided below) in bulk, comprised of parcels 1-6 and 11-36 and Lots N, O, P, Q, R, S, T and U excepting from Lot P that area deeded by the Authority to Western Municipal Water District, all as more specifically described on **Exhibit D** attached hereto and made a part thereof (“**Bulk Sale Parcels**”).

J. The Parties have reached agreement in principle as to the terms of the purchase by Developer of the Bulk Sale Parcels and now desire to amend the DDA to (i) accommodate the purchase by Developer of the Bulk Sale Parcels while recognizing the commitments the Developer has already made to third parties by Developer entering into the MarchLifeUSA ADA; and (ii) provide for the Developer’s obligations in connection with the Sunnymead - Cactus Avenue Channel stormwater management facilities construction.

K. The purchase of the Bulk Sale Parcels would facilitate the continued development of the Project in a way that would increase funds to the taxing entities, does not alter the terms of the Agency Note and is not an action requiring approval of the Oversight Board of the Agency under Section 34180 of the California Health & Safety Code.

OPERATIVE PROVISIONS

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:

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

2. **Effect Upon DDA; Definitions.** Until such time as the DDA is terminated in accordance with this Sixth Amendment, and subject to the tolling provisions contained in Section 8 below, 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 Sixth 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 Sixth Amendment.

3. **Effective Date.** This Sixth Amendment shall become effective on the last date on which both Parties have executed this Sixth Amendment ("**Effective Date**").

4. **Terms of Purchase and Sale.** Authority will sell and convey the Bulk Sale Parcels and Hospital Parcels to Developer and Developer will purchase the Bulk Sale Parcels and Hospital Parcels from Authority as follows:

(a) **The Transactions.** The Hospital Parcels and the Bulk Sale Parcels shall be conveyed to the Developer by the Authority in two separate, but coordinated transactions. The first transaction shall be the conveyance of the Hospital Parcels (the "**Hospital Parcels Transaction**"). The second transaction shall be the conveyance of Bulk Sale Parcels (the "**Bulk Sale Parcels Transaction**"). The conveyance of the Hospital Parcels shall be consistent with the Process of Conveyance (Article 5) in the DDA (except as expressly modified in this Section 4), and the conveyance of the Bulk Sale Parcels shall be consistent with the process set forth in this Section 4.

(b) **Purchase Prices.** The total purchase price for the Hospital Parcels shall be Three Million Five Hundred Thousand Dollars (\$3,500,000) (the "**Hospital Parcels Purchase Price**"), and for the Bulk Sale Parcels the purchase price shall be Sixteen Million Nine Hundred Sixty-Five Thousand One Hundred Thirty-Four Dollars (\$16,965,134) (the "**Bulk Sale Parcels Purchase Price**"), which purchase prices shall be paid as follows:

(i) **Deposits.** Within thirty (30) days following the opening of the Bulk Sale Escrow, Developer shall cause to be deposited with the Escrow Agent (defined below) for the Bulk Sale Escrow the amount of One Million Dollars (\$1,000,000) and on the next business day following the Closing of the Hospital Parcels Transaction an additional deposit in immediately available funds of Five Million Dollars (\$5,000,000) (collectively the "**Bulk Sale Parcels Transaction Deposits**"). The One Million Dollar (\$1,000,000) deposit shall be composed of a Five Hundred Thousand Dollar (\$500,000) made by Developer via certified check or wire transfer and a written authorization from the Developer to the Authority allowing the transfer into the Bulk Sale Escrow of the Five Hundred Thousand (\$500,000) of In Lieu Funds held in the Escrow Account (as those terms are

defined in the Fifth Amendment).

(ii) *Balance of Purchase Prices.* At such time as will allow Escrow Agent to disburse funds by wire transfer and consummate the Hospital Transaction and the Bulk Sale Parcels Transaction on the date of their respective Closings, Developer shall deposit, in immediately available funds (e.g., by cashier's check or wire transfer): (a) the full Hospital Parcels Purchase Price into the Hospital Parcels Escrow and (b) the balance of the Bulk Sale Parcels Purchase Price (i.e., the Bulk Sale Parcels Purchase Price minus deposits made into escrow) into the Bulk Sale Escrow; all in addition to any and all such amount as may be reasonably estimated by Escrow Agent to cover any net obligations of Developer and the Authority arising out of the prorations and apportionment of closing costs pursuant to Sections 4(c)(ii) and 4(f) of this Sixth Amendment.

(iii) *Non-Refundable.* Except for reason of Authority's uncured default (following written notice from Developer and reasonable opportunity to cure), or upon failure of any of the conditions precedent to closing set forth in Section 4(g), below (unless waived by Developer), upon Developer's acceptance of the title conditions, as provided in Section 4(c)(iv), the Bulk Sale Parcels Deposit becomes nonrefundable to the Developer, and shall be released by Escrow Agent to Authority on the next business day, but at all times (except in the event of Developer's breach) applicable to the Bulk Sale Parcels Purchase Price at the Bulk Sale Closing.

(c) Process of Conveyance.

(i) *Escrow.* The Parties shall, within three (3) business days after execution of this Sixth Amendment, open escrow accounts with escrow holder(s) (the "**Escrow Agent**") mutually satisfactory to both Parties by depositing with the Escrow Agent a fully executed copy of this Sixth Amendment and the DDA, and (1) instructions to the Escrow Agent to open two separate escrow accounts: (a) a double escrow for the Hospital Parcels Transaction ("**Hospital Escrow**") and (b) an escrow for the Bulk Sale Parcels Transaction ("**Bulk Sale Escrow**"), and (2) execute, for each escrow, an Escrow Agent Acknowledgment in the form attached hereto as **Exhibit E.**

(ii) *Costs of Escrow.* The following allocation of Closing costs shall apply at the Hospital Parcels Closing and the Bulk Sale Closing, respectively: (a) the Authority and the Developer shall pay their respective portions of the premium for each Title Policy as set forth in Section 4(c)(vii) hereof; (b) the Developer shall pay for the documentary transfer taxes, if any, due with respect to the conveyance of each of the Hospital Parcels and the Bulk Sale Parcels; and (c) the Developer and the Authority shall each pay one-half of all other usual and customary fees, charges, and costs which arise from the Escrow.

(iii) *Escrow Instructions.* This Sixth Amendment shall constitute the Escrow instructions. To the extent an inconsistency exists between any supplemental Escrow instructions required by Escrow Agent and this Sixth Amendment, this

Sixth Amendment shall control, notwithstanding the fact that either Party may have intentionally or inadvertently executed such inconsistent instructions.

(iv) *Review of Title.* Within five (5) days from the opening of the Hospital Parcels Escrow and Bulk Sale Escrow, the Authority shall cause the Commonwealth Land Title Company (the “**Title Company**”), to deliver to the Developer a standard preliminary title report (the “**Report**”) with respect to title to the Hospital Parcels and Bulk Sale Parcels together with legible copies of the documents underlying the exceptions (the “**Exceptions**”) set forth in the Report. The Developer shall have sixty (60) days from the date the Report is delivered to Developer (the “**Title Review Date**”) to approve or disapprove (the “**Title Review**”) the Exceptions in its sole discretion; provided, however, that the Developer hereby disapproves any monetary encumbrances (except those to be removed by the Authority on or before the applicable Closing) and approves the following Exceptions: (a) the Redevelopment Plan, (b) the lien of any non-delinquent property taxes and assessments (to be prorated at Closing), (c) the special tax lien for the March Joint Powers Authority Community Facilities District No. 2013-01 recorded on May 7, 2013 as Doc. No. 2013-0215169, (d) the Declaration of Covenants, Conditions and Restrictions for the March LifeCare Campus recorded on March 21, 2013 as Doc. No. 2013-0137572, and (e) any matters or liens created by or arising from the act of Developer, its employees, agents, contractors or subcontractors.

If Developer fails to notify the Authority in writing of Developer’s disapproval of any objectionable title matters appearing in the Report (the “**Title Objection Notice**”), on or before the Title Review Date, such failure shall be conclusively deemed Developer’s approval of any and all title matters (including, without limitation, the condition of title shown on the Report). In the event Developer provides the Authority with a Title Objection Notice, on or before the Title Review Date, the Authority shall notify Developer within ten (10) days from Authority’s receipt of Developer’s Title Objection Notice as to whether or not the Authority elects to cure Developer’s title objection(s) (the Authority having no obligation to do so). The Authority’s failure to notify Developer within said 10-day period shall be deemed the Authority’s election not to cure such objection(s). If the Authority elects (or is deemed to have elected) not to cure, then Developer, as its sole and exclusive remedy, shall elect to either (a) terminate its purchase of the Bulk Sale Parcels and, in such event, fifty percent (50%) of the balance of the Bulk Sale Parcel Transaction Deposits in excess of \$1,000,000, if any, shall be returned to Developer or (b) accept the title condition(s) at issue and proceed towards Closing subject to those title condition(s) without any reduction of the Bulk Sale Parcels Purchase Price and without liability of the Authority. Developer shall notify the Authority in writing of Developer’s election within ten (10) days after being notified of the Authority’s election not to cure. If Developer fails to timely notify the Authority of such election, Developer shall be deemed to have elected option (a).

(v) *Deeds.* At the respective Closing, the Hospital Parcels and the Bulk Sale Parcels shall be conveyed to Developer by grant deed from Authority (“**Grant Deed**” or “**Deed**”), and shall be free and clear of all liens except for: (a) all non-delinquent real property taxes and all unpaid general and special taxes, bonds and assessments not yet due and payable; (b) the title exceptions approved by Developer; (c) matters affecting title created by Developer or with Developer’s consent.

(vi) *Easements and Rights of Way.* The Authority shall, as a part of the transfer of title to the Developer in both the Hospital Parcels Transaction and the Bulk Sale Parcels Transaction, transfer to Developer all rights of way, easements, encumbrances and other matters of record identified by Developer that are held by the Authority and are on or across the Hospital Parcels and Bulk Sale Parcels.

(vii) *Title.* Concurrently with recordation of the Grant Deed conveying title to Hospital Parcels and the Bulk Sale Parcels, as applicable, there shall be issued by Title Company to the Developer, a CLTA or, at the Developer’s request and cost, an ALTA extended coverage owner’s policy of title insurance (the “**Title Policy**”), in an amount equal to the Purchase Price of the Hospital Parcels and Bulk Sale Parcels, as the case may be, together with such endorsements as are requested by the Developer, insuring that as of the date and time of recordation of such Grant Deed, title to or all right of possession for each Parcel is vested in the Developer in the condition required by Section 4(c)(v) hereof and this Section 4(c)(vii). The Authority shall remove on or before each Closing any deeds of trust or other monetary liens against the applicable parcel and any other items which the Authority has agreed in writing to remove pursuant to Section 4(c)(iv) of this Sixth Amendment. For the Hospital Parcels Transaction, the Authority shall pay that portion of the premium for the applicable Title Policy equal to the cost of a CLTA title policy in the amount of the Purchase Price, and any endorsements necessary to acquire such CLTA title policy. Any additional costs, including the cost of endorsements requested by the Developer which are not necessary to obtain the CLTA title policy, or Additional premiums to obtain an ALTA policy, shall be borne by the Developer. For the Bulk Sale Parcels Transaction, the Developer shall bear the full cost of the Title Policy.

(viii) *Authority of Escrow Agent.* The Escrow Agent is authorized to, and shall, when directed by the Parties with respect to each Closing: (a) pay and charge the Authority and the Developer for their respective shares of the premium of the Title Policy and any endorsements thereto as set forth in Section 4(f), (b) pay and charge the Authority and the Developer for their respective shares of any escrow fees, charges, and costs payable under Section 4(c)(ii) of this Sixth Amendment, (c) disburse funds, deliver and record the Grant Deed; with instructions for the Recorder of Riverside County, California to deliver the Grant Deed to the Developer, and conformed copies of each document, to the Party not receiving the original thereof, (d) do such other actions as necessary to fulfill its obligations under this Sixth Amendment, and (e) direct each Party to execute and deliver any instrument, affidavit, and statement and to perform any act reasonably necessary

to comply with the provisions of FIRPTA and any similar state act and regulation promulgated thereunder. The Developer and the Authority shall each, if required, execute a Certificate of Non-Foreign Status by transferor and/or a Certification of Compliance with Real Estate Reporting Requirement of the 1986 Tax Reform Act and comparable forms respecting the State of California as may be required by Escrow Agent, on forms to be supplied by Escrow Agent. (1) Prepare and file with all appropriate governmental or taxing authorities and the appropriate Party hereunder, a uniform settlement statement, closing statement, tax withholding forms including an IRS 1099-S form, and be responsible for withholding taxes, if any such forms are provided for or required by law.

(d) Condition of the Land. The Land shall be conveyed from the Authority to the Developer in an “As Is” condition, without relying upon any representations or warranties, whether express, implied, by statute or otherwise. Without limiting the above, the Developer acknowledges that neither the Authority nor any other party has made any representations or warranties, express or implied, on which the Developer is relying as to any matters, directly or indirectly, concerning the Land, including but not limited to, the land, the square footage of the Land, improvements and infrastructure; if any, development rights and exactions, expenses associated with the Land, taxes, assessments, bonds, permissible uses, title exceptions, water or water rights, topography, utilities, zoning of the Land or any buildings located thereon, soil, subsoil, the purposes for which the Land is to be used, drainage, environmental or building laws, rules or regulations, toxic waste or Hazardous Materials, required scope of Remediation, or any other matters affecting or relating to the Land or any buildings located thereon (the “**Physical and Environmental Condition of the Land**”).

Developer acknowledges that, prior to the Hospital Parcels Closing Date and the Bulk Sale Closing Date, as the case may be, it shall have had the opportunity to (i) fully inspect the Land, and (ii) determine whether the Land is suitable for the Developer’s proposed use. The Developer shall have relied solely upon its own investigation concerning its intended use of the Land, the Land’s fitness thereof, and the availability of such intended use under applicable statutes, ordinances, and regulations. The Developer further acknowledges and agrees that the Authority’s cooperation with the Developer in connection with the Developer’s due diligence review of the Land, whether by providing documents or permitting inspection of the Land, has not and shall not be construed as any warranty or representation, express or implied, of any kind with respect to the Land or, except for the Authority’s own documents, with respect to the accuracy, completeness, or relevancy of any such document. Furthermore, without limiting the generality of the foregoing, the Developer hereby expressly waives, releases and relinquishes any and all claims, causes of action, rights and remedies the Developer may now or hereafter have against the Authority, and Authority’s officials, officers, employees, and agents, whether known or unknown, with respect to any past, present or future presence or existence of Hazardous Substances on, under or about the Land or any improvements thereon or thereunder or with respect to the Environmental Laws and any and all claims, whether known or unknown, based on nuisance, trespass or any other common law or statutory provisions. Nothing in this paragraph shall operate as a release of any rights or remedies of the Developer against the Authority or Authority’s officials, officers, employees and agents arising from the

migration or release of Hazardous Substances from an adjacent property owned by the Authority.

IN THAT REGARD, DEVELOPER EXPRESSLY WAIVES THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

DEVELOPER HAS SET FORTH ITS INITIALS BELOW TO INDICATE ITS AWARENESS AND ACCEPTANCE OF EACH AND EVERY PROVISION OF THIS SECTION 4(d). THE PROVISIONS OF THIS SECTION 4(d) SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS SIXTH AMENDMENT.

DEVELOPER’S INITIALS _____

Notwithstanding the foregoing, nothing in this Section 4(d) is intended to relieve the United States from liability, if any, to the Developer with respect to the Physical and Environmental Condition of the Land resulting from the prior ownership of and use by the United States of the Land. In this regard, the Authority will cooperate with the Developer in enforcing such rights, if any, against the United States including, without limitation, joining with the Developer in any legal action taken against the United States; provided that the Authority does not incur any costs or liabilities in connection therewith; nor is this Section 4(d) intended to relieve the Authority of liabilities arising from the migration or release of Hazardous Materials from property adjacent to the Land owned by the Authority.

(e) Closing Dates. Subject to satisfaction or waiver of all applicable conditions precedent, the Closings (as defined herein) with respect to the conveyance of the Hospital Parcels and the Bulk Sale Parcels, Authority and Developer shall reasonably cooperate with each other, to cause the close of escrow of the:

- (i) The Hospital Parcels to occur no later than One Hundred Eighty (180) calendar days following the Effective Date of this Sixth Amendment (the **“Hospital Parcels Closing Date”**); and
- (ii) The Bulk Sale Parcels to occur no later than July 1, 2026 (the **“Bulk Sale Closing Date”**)

Each Party shall take action such as, but not limited to, executing any documents reasonably requested by Escrow Agent and delivering funds and other closing deliverables as reasonably requested by Escrow Agent. The **“Closing”** or the **“Close of Escrow”** shall mean the recordation of the Grant Deed in the Official Records of Riverside County with respect to the Parcels.

(f) Closing Costs. Notwithstanding anything to the contrary contained herein, or in the Escrow instructions, the Closing costs for the:

(i) Hospital Parcels shall be paid as follows:

(1) By Authority:

(A) Title insurance premium for a standard form CLTA policy;

(B) Expenses of placing title in proper condition to the extent required hereunder;

(C) Preparation and recording of Grant Deed, which Grant Deed shall be in substantially the form of Exhibit F, attached hereto and incorporated by reference; and

(D) One half (1/2) the Escrow fee, if any; and

(2) By Developer:

(A) Cost of any surveys;

(B) Title insurance premium for difference in standard form CLTA policy and an ALTA extended coverage policy and any endorsements requested by Developer;

(C) Preparation of Mortgage, Deed of Trust or other applicable financing instruments;

(D) Recording fees for financing instruments; and

(E) One half (1/2) the Escrow fee, if any.

(ii) Bulk Sale Parcels shall be paid as follows:

(1) By Authority

(A) Expenses of placing title in proper condition to the extent required hereunder;

(B) Preparation of Grant Deed, which Grant Deed shall be in substantially the form of Exhibit G, attached hereto and incorporated by reference; and

(C) One half (1/2) the Escrow fee, if any; and

(2) By Developer

(A) Cost of the Survey;

(B) All title insurance premium and any endorsements requested by Developer;

- (C) Preparation of Mortgage, Deed of Trust or other applicable financing instruments;
- (D) Recording fees for financing instruments;
- (E) Recording fees for Grant Deed;
- (F) All documentary and transfer fees, assessments and taxes; and
- (G) One half (1/2) the Escrow fee, if any.

(g) Conditions to Closing. Section 5.09 of the DDA, as amended, shall apply to the Closing of the Hospital Parcels Transaction. The Closing of the Bulk Sale Parcels Transaction is conditioned upon the following:

- (i) *Breach/Default.* Neither Party shall be in Breach or Default of any of its obligations under the terms of this Sixth Amendment with respect to the Hospital Parcels Transaction and the Bulk Sale Parcels Transaction.
- (ii) *Warranties/Representations.* Each Party has confirmed in writing to the other that all representations and warranties made by such Party in this Sixth Amendment are true and correct in all material respects as of the Closing Date.
- (iii) *Execution.* Both Parties shall have executed and, as necessary for recordation, shall have acknowledged, any documents required hereunder.
- (iv) *Escrow Deposit.* Developer shall have deposited into Escrow all of the required costs of the Closing and the Bulk Sale Parcels Purchase Price.
- (v) *Litigation.* No litigation is pending or threatened challenging the validity of this Sixth Amendment or implementation thereof.
- (vi) *Demolition.* The Authority shall have removed those certain buildings commonly referred to as Building No. 962 and Building No. 976.

(h) Authority Representations. The Authority represents and warrants to the Developer, with respect to the Hospital Parcels Transaction, the representation and warranties contained in Section 5.10.1 of the DDA. With respect to the Bulk Sale Parcels Transaction, the Authority represents and warrants to the Developer the following:

- (i) *Authority.* The Authority is a public body, corporate and politic, existing pursuant to the California Community Redevelopment Law (California Health and Safety Code Section 33000), which has been authorized to transact business pursuant to action of the Authority and the execution, performance and delivery of this Sixth Amendment by the Authority has been fully authorized by all requisite actions on the part of the Authority.
- (ii) *No Conflict.* The Authority's execution, delivery and performance of its obligations under this Sixth Amendment will not constitute a default or a breach under any contract, agreement or order to which the Authority is a party or by

which it is bound.

(iii) *Litigation.* The Authority has no Actual Knowledge of, nor has the Authority received any notice of or knows of any basis for, any actual or pending litigation or proceedings by any organization, person, individual or governmental agency against the Authority with respect to the Land.

(iv) *Notices of Violation.* The Authority has no Actual Knowledge of, nor has the Authority received any notice of or knows of any basis for, any violations of laws, statutes, regulations, ordinances, other legal requirements with respect to the Land, or any part thereof, or with respect to the use, occupancy or construction thereof, or any investigations by any governmental or quasi-governmental authority into potential violations thereof. In the event the Authority receives notice of any such violations or investigations affecting the Land prior to the Closing, the Authority shall promptly notify the Developer thereof. The Authority has disclosed to the Developer all documentation in the Authority's possession regarding the Physical and Environmental Condition of the Land, consisting of: Findings of Suitability to Transfer, Asbestos Surveys and Lead Based Paint Surveys, if any. The Authority shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section not to be true as of the Closing, immediately give written notice of such fact or condition to the Developer. Such exception(s) to a representation shall not be deemed a Breach by the Authority hereunder, but shall constitute an exception which the Developer shall have a right to approve or disapprove if the Developer, in its sole discretion, determines such exception would materially adversely affect the value, development, financing, maintenance, and/or operation of the Improvements. If the Developer elects, acting in its sole discretion, to close the Escrow following disclosure of such information, the Authority's representations and warranties contained herein shall be deemed to have been made as of such Closing, subject to such exception(s). If, following the disclosure of such information, the Developer, acting in its sole discretion, elects to not close the Escrow, then the Developer shall give notice to the Authority of such election within ten (10) days after disclosure of such information, and the Bulk Sale Parcels Transaction and Escrow shall thereafter automatically terminate, and neither Party shall have any further rights, obligations or liabilities thereunder. The representations and warranties set forth in this Section, subject to any such exceptions, shall survive the Closing.

(i) Developer's Representations. The Developer represents and warrants to the Authority with respect to the Hospital Parcels Transaction the representation and warranties contained in Section 5.10.2 of the DDA. With respect to the Bulk Sale Parcels Transaction, the Developer represents and warrants to the Authority the following:

(i) *Authority.* The Developer is a duly organized limited liability company established within and in good standing under the laws of the State of California and is authorized to do business in the State of California. The copies of the documents evidencing the organization of each of the entities comprising the Developer which have been delivered to the Authority are true and complete copies of the originals, as amended to the Effective Date of this Sixth Amendment. The

execution, performance and delivery of this Sixth Amendment by the Developer has been fully authorized by all requisite actions on the part of the Developer.

(ii) *FIRPTA*. The Developer is not a “foreign person” within the parameters of FIRPTA or any similar state statute, or is exempt from the provisions of FIRPTA or any similar state statute.

(iii) *No Conflict*. The Developer’s execution, delivery and performance of its obligations under this Sixth Amendment will not constitute a default or a breach under any contract, agreement or order to which the Developer is a Party or by which it is bound.

(iv) *No Bankruptcy*. The Developer is not the subject of a bankruptcy proceeding and is not insolvent.

(v) *Litigation*. The Developer has no Actual Knowledge of, nor has the Developer received any notice of or knows of any basis for, any actual or pending litigation or proceeding by any organization, person, individual or governmental agency against the Developer with respect to the Land. The Developer shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section not to be true as of Closing, immediately give written notice of such fact or condition to the Authority. Such exception(s) to a representation shall not be deemed a Breach by the Developer hereunder, but shall constitute an exception which the Authority shall have a right to approve or disapprove if the Authority, in its sole discretion, determines that such exception would have an effect on the value of the Land. If the Authority, acting in its sole discretion, elects to close the Escrow following disclosure of such information, the Developer’s representations and warranties contained herein shall be deemed to have been made as of each Closing, subject to such exception(s). If, following the disclosure of such information, the Authority elects, acting in its sole discretion, to not close the Escrow, then the Authority shall give notice to the Developer of such election within ten (10) days after disclosure of such information and the Bulk Sale Parcels Transaction and Escrow shall thereafter automatically terminate and neither Party shall have any further rights, obligations or liabilities thereunder. The representations and warranties set forth in this Section, subject to such exception(s), shall survive the Closing.

(j) Extension of Closing Date. Developer shall not extend the Hospital Escrow Closing Date or the Bulk Sale Escrow Closing Date except by Authority’s prior written consent, which consent shall not be unreasonably withheld. Any request by Developer to modify the Hospital Escrow Closing Date or the Bulk Sale Escrow Closing Date shall be (a) submitted to the Authority, in writing, (b) allow for no less than five (5) business days for Authority to respond, and (c) accompanied, in each case, by a non-refundable payment made directly (outside of escrow) to the Authority in the fixed amount of Twenty Thousand Dollars (\$20,000) in immediately available funds to compensate the Authority for its administrative and legal costs associated with its review of the request, which amount does not reduce either the Hospital Parcels Purchase Price or the Bulk Sale Parcels Purchase Price.

(k) Liquidated Damages. AUTHORITY AND DEVELOPER AGREE THAT THE DAMAGES AUTHORITY WOULD SUFFER IF DEVELOPER DEFAULTS ON ITS OBLIGATION TO CLOSE THE BULK SALE ESCROW AS PROVIDED IN THIS SIXTH AMENDMENT WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN, AND THAT THE BULK SALE PARCELS TRANSACTION DEPOSITS (“**DEPOSIT(S)**”) SPECIFIED IN SECTION 4(b)(i) ABOVE REPRESENT(S) THE PARTIES’ REASONABLE ESTIMATE OF SUCH DAMAGES, CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS SIXTH AMENDMENT, INCLUDING THE RELATIONSHIP OF THE SUM TO THE RANGE OF HARM TO AUTHORITY THAT REASONABLY COULD BE ANTICIPATED, AND THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES WOULD BE COSTLY, IMPRACTICAL OR INCONVENIENT. ACCORDINGLY, IN THE EVENT DEVELOPER DEFAULTS ON ITS OBLIGATION TO CLOSE THE BULK SALE ESCROW AS PROVIDED IN THIS SIXTH AMENDMENT, AUTHORITY, AS ITS SOLE REMEDY, SHALL RECEIVE AND RETAIN THE DEPOSIT(S) AS LIQUIDATED DAMAGES. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO AUTHORITY PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. BY EXECUTING THIS SIXTH AMENDMENT, AUTHORITY AND DEVELOPER EACH CONFIRMS THE ACCURACY OF THE FOREGOING STATEMENTS, AND AFFIRMS ITS RESPECTIVE OBLIGATIONS UNDER THIS SECTION 4(k). IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IF DEVELOPER DEFAULTS ON ITS OBLIGATION TO CLOSE THE BULK SALE ESCROW AS PROVIDED IN THIS SIXTH AMENDMENT, DEVELOPER WILL BE SOLELY RESPONSIBLE FOR ALL CANCELLATION CHARGES REQUIRED TO BE PAID TO ESCROW AGENT AND ANY ESCROW CHARGES.

5. **Sunnymead – Cactus Avenue Channel.** From and after the Effective Date of this Sixth Amendment, Developer shall, within thirty (30) days after receiving written notice from Authority (only to be given by the Authority after it has received a written demand from the Riverside County Flood Control and Water Conservation District (“**RCFCD**”) that the Authority’s contribution, either in full or partial, to the Sunnymead-Cactus Avenue Channel improvement project is due and owing), pay RCFCD, on behalf of the Authority the full amount demanded; provided, however, in no event shall the total amount to be paid by the Developer to the RCFCD for the Sunnymead-Cactus Avenue Channel improvement project, whether on behalf of the Authority or otherwise, exceed the sum of Six Million Nine Hundred Thousand Dollars (\$6,900,000). The Developer’s obligations under this Section 5 supersedes and replaces Developer’s obligations under paragraphs 5 and 6 of the Fifth Amendment and shall survive any termination of the DDA. Developer shall indemnify, defend and hold harmless, Authority and Authority’s officers, directors, agents, employees and attorneys, from and against all claims, actions, losses, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys’ fees and costs) incurred, suffered by, or claimed against Authority arising out of or in any way related to Developer’s failure to fulfill its payment obligations set forth under this Section 5. This indemnity shall survive any termination of the DDA.

6. **Rights-of-Way and Easements.** To the fullest extent permitted by law, the Authority

shall:

(a) At Developer's written request, the Authority shall exercise commercially reasonable efforts to cooperate with Developer, at Developer's sole cost, to assist Developer in its effort to acquire, negotiate, process and document by the Bulk Sale Closing Date those easement and right-of-way rights (i) that are not on property owned by the Authority; (ii) are necessary for the use or construction of the Project and (iii) depicted on **Exhibit H** attached hereto and made a part thereof (collectively the "**Third Party Property Owned Easements and Rights-of-Way**"), and

(b) At Developer's written request, the Authority shall exercise commercially reasonable efforts to cooperate with Developer, at no cost to the Developer, to assist Developer in its effort to acquire, negotiate, process and document by the Bulk Sale Closing Date those easement and right-of-way rights (i) that are on property owned by the Authority; (ii) are necessary for the use or construction of the Project and (iii) depicted on **Exhibit I** attached hereto and made a part thereof (collectively the "**Authority Property Owned Easements and Rights-of-Way**").

The Authority obligation in 6(a) above does not require Authority to incur any out-of-pocket costs and expenses, including without limitation administrative, legal, engineering, consulting, environmental studies, and any third party charges related to the Easements and Rights-of-Way (the "**Easements or Rights of Way Expenses**"). Developer shall reimburse Authority for any Easement or Rights of Way Expenses which were incurred by the Authority and approved by the Developer before being incurred. The Developer shall reimburse the Authority within thirty (30) days of Authority's written demand thereof.

Notwithstanding the foregoing, Authority's obligation to cooperate hereunder does not constitute a guaranty or assurance that any of the Third Party Property Owned Easements and Rights-of-Way will in fact be acquired, and Authority shall not in any way incur any liability to Developer or any other person if such easements or rights-of-way are not acquired for any reason.

The Authority's cooperation to obtain the Third Party Property Owned Easements and Rights-of-Way and the Authority Property Owned Easements and Rights-of-Way shall include executing or delivering reasonable applications, consents, or other necessary documents; providing reasonable information or records in Authority's reasonable possession or control; and participating in meetings with third parties as reasonably requested by Developer. For the avoidance of doubt, neither obtaining any of the Third Party Property Owned Easements and Rights-of-Way nor any of the Authority Property Owned Easements and Rights-of-Way is not a condition to closing the Hospital Escrow or Bulk Sale Escrow.

7. **Community Facilities District.** The Authority will exercise commercially reasonable efforts to cooperate with Developer, at Developer's sole cost, as reasonably necessary in connection with Developer's efforts to cause the formation of a community facilities district ("**CFD**") pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 et seq.), or any successor statute, covering all or a portion of the area depicted on **Exhibit J** attached hereto and made a part thereof ("**CFD Area**"). Such cooperation includes executing or delivering reasonable petitions, consents, ballots, waivers, disclosure statements, or other necessary documents; providing reasonable relevant information or records in Authority's reasonable possession or control; and attending meetings with governmental authorities or other parties as reasonably requested by Developer. This obligation does not require Authority to incur any out-of-pocket costs and expenses, including without limitation administrative, legal, engineering,

consulting, environmental studies, and any third party charges related to the CFD (collectively the “**CFD Expenses**”), or to take any action that would materially interfere with Authority’s use or enjoyment of its property rights. Developer shall reimburse Authority for any CFD Expenses which were incurred by the Authority and approved by the Developer before being incurred. The Developer shall reimburse the Authority within thirty (30) days of Authority’s written demand thereof. Notwithstanding the foregoing, Authority’s obligation to cooperate hereunder does not constitute a guaranty or assurance that any CFD will in fact be formed, and Authority shall not in any way incur any liability to Developer or any other person if such CFD is not formed for any reason. For the avoidance of doubt, the rights and obligations of the Parties under this Section 7 are not a condition to closing the Hospital Escrow or Bulk Sale Escrow.

In the event a CFD is not formed, the Authority will exercise commercially reasonable efforts to cooperate with Developer to develop a process whereby the purchasers of any property from the Authority in the CFD Area will be required to pay a proportionate share of the costs of the Horizontal Improvements made by the Developer in the CFD Area.

8. **Termination of DDA.** Upon the occurrence of the Bulk Sale Escrow Closing: (a) the Authority shall not seek to enforce the rights provided to it by Section 15 of the March 1 Medical Office Parcels Grant Deed and the Hospital Parcels Grant Deed, (b) the Authority shall, following its receipt of a written request from Developer, take such action, at no cost to Authority, as is reasonably necessary to remove the requirements and limitations directed to the Grantor in Section 13 of the March 1 Medical Office Parcels Grant Deed and the Hospital Parcels Grant Deed, and (c) the DDA and the Parties’ rights and obligations thereunder shall automatically terminate, except for (1) the Parties’ indemnity obligations under the DDA that expressly survive the expiration or termination of the DDA, (2) any rights and obligations contained in this Sixth Amendment that expressly survive termination, and (3) the Parties’ rights and obligations under the Agency Note. Nothing contained herein shall be interpreted to limit the Developer, at Developer’s sole option and cost, from seeking, in light of the Developer’s payment obligations under Section 5 of this Sixth Amendment, a credit from the County of Riverside (“**County**”) for any storm drain fees assessed against the Developer (“**Assessment Credits**”). The foregoing notwithstanding, Developer shall not in any way condition its payment obligations under Section 5 of this Sixth Amendment on the County’s agreement to grant Developer any Assessment Credits or on any other matters not specifically provided in Section 5.

9. **Agency Note.** The Parties hereby confirm that the entering into this Sixth Amendment does not modify the terms of the Agency Note.

10. **No Other Modification.** Except as expressly modified herein, all other terms of the DDA remain unchanged and in full force and effect. For the avoidance of doubt, unless and until the Bulk Sale Escrow Closing Date has occurred, the Parties’ rights and obligations under the DDA (except as herein expressly amended) remain unchanged and in full force and effect. Failure of Developer to meet any of the deadlines set forth herein or to make payments due hereunder shall be deemed a default 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 Sixth Amendment

11. **Severability.** Each provision of this Sixth Amendment shall be considered severable, and

if for any reason any provision that is not essential to the effectuation of the basic purposes of the Sixth Amendment is determined by a court of competent jurisdiction to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Sixth Amendment that are valid.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

“AUTHORITY”

MARCH JOINT POWERS AUTHORITY,
a California joint powers authority

By: _____
Dr. Grace Martin
Chief Executive Officer

Date: _____

ATTEST:

By: _____

Name: _____
Secretary

“DEVELOPER” MARCH1 LLC,
a California limited liability company

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

Date: _____

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

Date: _____

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 _____)

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.

Signature: _____ (Seal)

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 _____)

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.

Signature: _____ (Seal)

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 _____)

On _____, before me,
_____,

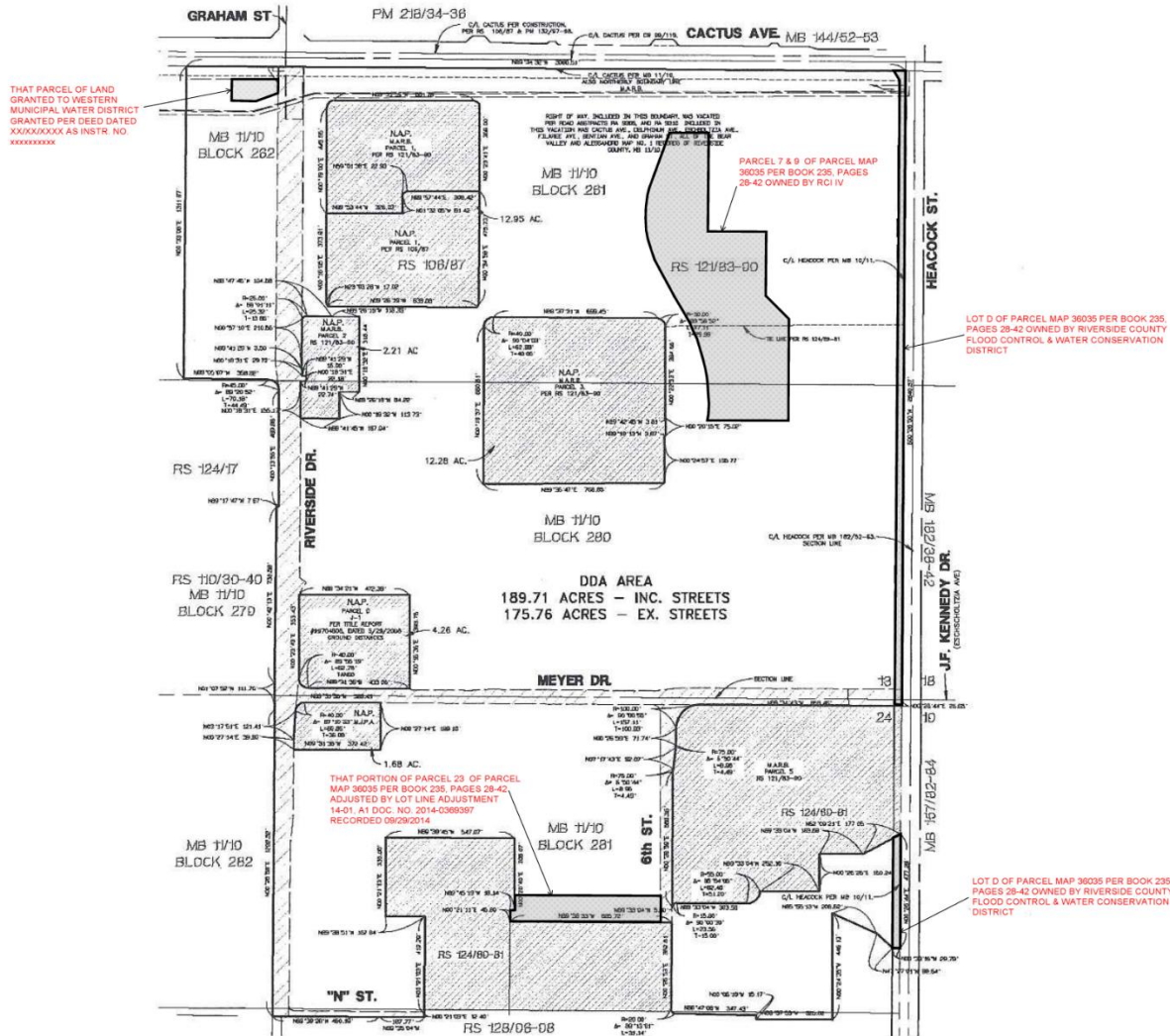
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their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

Signature: _____ (Seal)

EXHIBIT A
DEPICTION OF LAND



**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

G:\2008\08-0301\08-301 March Lifecare DDA Bdry.pro 3/30/2010

ALBERT A.
WEBB
ASSOCIATES

CIVIL ENGINEERS
3788 McCRA Y ST.
RIVERSIDE CA. 92506
(951) 686-1070

EXHIBIT B
LEGAL DESCRIPTION OF MEDICAL OFFICE PARCELS

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

PARCELS 7 AND 9 OF PARCEL MAP NO. 36035, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 235, PAGES 28 THROUGH 42, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

APNs: 297-250-008 & 297-260-004

EXHIBIT C
LEGAL DESCRIPTION OF HOSPITAL PARCELS

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

PARCELS 8 AND 10 OF PARCEL MAP NO. 36035, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 235, PAGES 28 THROUGH 42, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

APN's 297-250-009 & 297-260-005

EXHIBIT D
LEGAL DESCRIPTION OF BULK SALE PARCELS

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

PARCELS 1-6 AND 11-36 TOGETHER WITH LOTS N THROUGH U OF PARCEL MAP NO. 36035, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 235, PAGES 28 THROUGH 42, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA EXCEPTING THEREFROM AREA A AND AREA B DESCRIBED AS FOLLOWS:

APN'S 297-250-002 through -007 and 297-250-010 through -015, and 297-260-006 through -025, and 294-660-003, -004, -006 through -012

AREA A

EXCEPTING THEREFROM PARCEL 23 THAT AREA ADJUSTED BY LOT LINE ADJUSTMENT NO. 14-01,A1 BY THE MARCH JOINT POWERS AUTHORITY AS SHOWN ON DOCUMENT NO. 2014-0369397 AND RECORDED 09/29/2014, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

APN's 294-660-012 AND 294-660-014

AREA B

EXCEPTING THEREFROM LOT P THAT AREA GRANTED BY THE MARCH JOINT POWERS AUTHORITY TO WESTERN MUNICIPAL WATER DISTRICT BY GRANT DEED DATED 1/30/2018, IDENTIFIED AS WESTERN MUNICIPAL WATER DISTRICT'S RECORD NO. 19, EXTENSION NO. 1-3413-005.

APN 297-250-010

EXHIBIT E
ESCROW AGENT ACKNOWLEDGMENT

The undersigned executes this form which is attached to the Sixth Amendment to March Lifecare Campus Disposition and Development Agreement (“Sixth Amendment”) for the purpose of agreeing to the provisions of Section 4 of the Sixth Amendment, and hereby establishes _____ as the escrow number assigned to the Hospital Parcels Transaction escrow and _____ as the escrow number assigned to the Bulk Sale Parcels Transaction escrow.

ESCROW AGENT:

COMMONWEALTH LAND TITLE COMPANY

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT F

FORM OF HOSPITAL PARCELS GRANT DEED

[On Next Page]

**RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL DEED AND
TAX STATEMENTS TO:**

March1 LLC
9731 Janice Circle
Villa Park, CA 92861
Attn: Stephen J. Tomassi

APNs: _____

SPACE ABOVE THIS LINE
FOR RECORDER'S USE

GRANT DEED

FOR VALUE RECEIVED, THE MARCH JOINT POWERS AUTHORITY, a joint powers authority established under the laws of the State of California ("**Grantor**"), grants to MARCH1 LLC, a California limited liability company ("**Grantee**"), all that certain real property (the "**Property**") situated in the County of Riverside, State of California, more particularly described on Attachment No. 1 attached hereto and by this reference incorporated herein, subject to the existing easements, restrictions and covenants of record and the following:

THE PROPERTY IS CONVEYED TO GRANTEE WITHOUT WARRANTY OR COVENANT OF ANY KIND, EXCEPT THOSE IMPLIED COVENANTS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1113.

1. The DDA. This Grant Deed is given pursuant to: (1) that certain March Lifecare Campus Disposition and Development Agreement between March Healthcare Development, LLC, a California limited liability company ("**MHD**") and the March Joint Powers Redevelopment Agency ("**Agency**") dated April 7, 2010 ("**Original Agreement**"), as amended by that certain "First Amendment to March Lifecare Campus Disposition and Development Agreement" dated March 7, 2012 ("**First Amendment**"), that certain "Second Amendment to March Lifecare Campus Disposition and Development Agreement" dated September 29, 2018 ("**Second Amendment**"), that certain "Third Amendment to the March Lifecare Campus Disposition and Development Agreement" dated January 26, 2022 ("**Third Amendment**"), that certain "Fourth Amendment to March LifeCare Campus Disposition and Development Agreement" dated as of May 2, 2023 ("**Fourth Amendment**"), that certain "Fifth Amendment to March LifeCare Campus Disposition and Development Agreement" dated as of March 6, 2024 ("**Fifth Amendment**"), and that certain "Sixth Amendment to March LifeCare Campus Disposition and Development Agreement" dated as of _____, 2025 ("**Sixth Amendment**") (the Original Agreement together with the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment are collectively referred to herein as the "**DDA**"). All capitalized terms not defined herein shall have the meanings set forth in the DDA. All references to Grantee shall apply to Grantee, and its successors and assigns, including, without limitation, the End User.

2. Nondiscrimination Covenants. Grantee herein covenants by and for itself, its successors and assigns (including the End User), that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, the immediately preceding paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the immediately preceding paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the immediately preceding paragraph.

(a) **In deeds:** The Grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, the immediately preceding paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the immediately preceding paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the immediately preceding paragraph.

(b) **In leases:** The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of

discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.

Notwithstanding the immediately preceding paragraph, with respect to familial status, the immediately preceding paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the immediately preceding paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the immediately preceding paragraph.

(c) **In contracts:** There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

3. Additional Purchase Price. Grantor shall be entitled to receive twenty-five (25%) of all Net Project Revenues in excess of Ninety-Five Million Dollars (\$95,000,000) (the “**Additional Purchase Price**”); provided however, in the event that the Agency Note is paid in full prior to August 5, 2027, then the Grantor shall not be entitled to receive an Additional Purchase Price. Further details regarding the Additional Purchase Price are found in Section 4.03 of the DDA as amended by that certain “Letter Agreement regarding Notice of Enforced Delay and Revised Dates of Performance – March LifeCare Campus Disposition and Development Agreement (“DDA”)” between Grantor and Grantee, dated July 27, 2017.

4. Grantee Precautions After Each Closing. With respect to the Horizontal Improvements as to the Grantee, and with respect to the Vertical Improvements as to the Third Party Developer(s)/End User(s), Grantee or the Third Party Developer(s)/End User(s), as applicable, shall take all necessary precautions to prevent the release into the environment of any Hazardous Substances which are located in, on or under the Property. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Substances. In addition, each Third Party Developer(s)/End User(s) shall install and utilize such equipment and implement and adhere to such legally required or commercially reasonable procedures for the disclosure, storage, use, removal and disposal of any Hazardous Substances. This obligation shall survive the recordation of this Grant Deed and the subsequent recordation of a grant deed from Grantee.

5. Indemnity. Grantee and its successors and assigns shall indemnify, defend and hold the Grantor and the Authority and their elected officials, employees, officers, volunteers, representatives, consultants, attorneys and agents harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, reasonable attorneys' fees) (collectively, the “**Environmental Liabilities**”), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Substances on, under, in or about, or the transportation of any such Hazardous Substances to or from, the Property, and (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit,

judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Substances on, under, in or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment. Upon written request of Grantee, the Grantor shall cooperate with and assist the Grantee in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that the Grantor shall not be obligated to incur any expense in connection with such cooperation or assistance. This indemnity shall survive the termination, expiration, invalidation, or performance in full or in part of this Agreement.

6. Scope of Development. The Property shall be developed in accordance with the Entitlements and generally consistent with the Scope of Development.

7. Assessed Value. The Grantee shall not appeal the assessed value of the Property and Improvements after Completion so as to achieve an assessed value less than the assessed value which is the greater of the assessed value imposed in (i) the fiscal year of Completion, or (ii) the fiscal year following the fiscal year in which Completion occurred.

8. Antidiscrimination During Construction. The Grantee, for itself and its successors and assigns, agrees that in the construction of the Improvements, the Grantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

9. Security Financing; Rights of Holders.

(a) Holder Not Obligated to Construct Improvements. No Mortgagee shall be obligated by the provisions of the DDA and/or this Grant Deed to construct or complete the Improvements or to guarantee such construction or completion. Nothing in the DDA and/or this Grant Deed shall be deemed to construe, permit or authorize any such holder to devote the Property to any uses or to construct any Improvements thereon other than those uses or improvements provided for or authorized by the DDA and/or this Grant Deed.

(b) Failure of Holder to Complete Improvements. In any case where, thirty (30) days after Default by the Grantee under the DDA, or after default by a Third Party Developer(s)/End User(s) under an Acquisition and Development Agreement, the holder of any mortgage, deed of trust or other security interest creating a lien or encumbrance upon the Property, or any portion thereof, has not cured such Default, or if it has commenced cure, has not proceeded diligently therewith, the Grantor may purchase the mortgage, deed of trust or other security interest by payment to the holder of the amount of the unpaid debt, plus any accrued and unpaid interest. If the ownership of the Property has vested in the holder, the Grantor, if it so desires, shall be entitled to a conveyance of the Property from the holder to the Grantor upon payment to the holder of an amount equal to the sum of the following:

(i) The unpaid mortgage, deed of trust or other security interest debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);

(ii) All expenses with respect to foreclosure;

(iii) The net expenses, if any (exclusive of general overhead), incurred by the holder as a direct result of the subsequent management of the Property;

(iv) The costs of any authorized improvements made by such holder; and

(v) An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by the Grantor.

(c) Right of Grantor to Cure Mortgage, Deed of Trust or Other Security Interest Default. In the event of a default or breach by the Grantee of a mortgage, deed of trust or other security interest with respect to the Property prior to the completion of development or transfer of the Property to a Third Party Developer(s)/End User(s), and the holder has not exercised its option to complete the development, the Grantor shall be entitled to reimbursement from the Grantee of all costs and expenses incurred by the Grantor in curing the default. The Grantor shall also be entitled to a lien upon the Property to the extent of such costs and disbursements. Any such lien shall be subject to mortgages, deeds of trust or other security interests executed for the sole purpose of obtaining funds to purchase and develop the Property as authorized herein.

10. Release of Construction Covenants. Promptly after completion of Improvements for the Property in conformity with the DDA and the Acquisition and Development Agreement, the Grantor shall deliver to the Grantee and the Third Party Developer(s)/End User(s), a Release of Construction Covenants executed and acknowledged by the Grantor with respect to the Improvements on the Property (“**Release**”). The Grantor shall not unreasonably withhold such Release. The Release shall be a conclusive determination of satisfactory completion of the Improvements with respect to the Property, and the Release shall so state. Following the issuance of a Release, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Improvements shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under the DDA or the Acquisition and Development Agreement with respect to the construction of the Improvements; however, any such party shall be subject to those continuing covenants described herein and in the DDA and the Acquisition and Development Agreement.

If the Grantor refuses or fails to furnish the Release in accordance with the preceding paragraph, and after written request from the Grantee and/or the Third Party Developer(s)/End User(s), the Grantor shall, within fifteen (15) days after receipt of such written request therefor, provide the Grantee and/or the Third Party Developer(s)/End User(s), with a written statement of the reasons the Grantor refused or failed to furnish the Release. The statement shall also contain the Grantor's opinion of the actions the Grantee and/or the Third Party Developer(s)/End User(s), must take or cause to be taken to obtain the Release. The Release shall not constitute evidence of compliance with or satisfaction of any obligation of the Grantee and/or the Third Party Developer(s)/End User(s), to any holder of any mortgage, or any insurer of a mortgage securing money loaned to finance the Improvements, or any part thereof. The Release is not a notice of completion as referred to in Section 3093 of the California Civil Code.

11. Grantee's Indemnity. The Grantee shall defend, indemnify, assume all responsibility for, and hold the Grantor and the Authority, and their elected officials, volunteers, officers, employees, consultants, attorney and agents, harmless from all claims, demands, damages, defense costs or liability for any damages to property or injuries to persons, including accidental death (including reasonable attorneys fees and costs), which may be caused by any acts or omissions of the Grantee, as applicable, under the Grant Deed and/or with respect to the development, ownership and/or operation of the Property by the Grantee(s), whether such activities or performance thereof be by the Grantee or by anyone directly or indirectly employed or contracted with by either of the same, and whether such damage shall accrue or be

discovered before or after termination or expiration of this Agreement. Notwithstanding the foregoing, the Grantee shall be liable for property damage or bodily injury to the extent caused by the sole negligence or willful misconduct of the Grantor or the Authority or their respective officers, agents or employees.

12. Uses. The Grantee agrees to devote the Property to the Permitted Uses during the Term of the DDA; provided, however, that such requirement shall not limit Grantee's, or its successors' and assigns' right to request a variance to, or amendment of the Entitlements.

13. Limitation on Conveyance to Tax Exempt Entity. The Grantee agrees for itself, and shall incorporate a covenant in any grant deed subsequently conveying the Property, or any portion thereof, that, unless otherwise approved by the Grantor acting in its sole and absolute discretion, at such time as the Gross Building Area of Completed or Proposed Vertical Improvements that are exempt in whole or in part from secured and/or unsecured property taxes ("**Exempt Parcels**") exceeds twenty percent (20%) of the Gross Building Area of all Completed or Proposed Vertical Improvements, then, thereafter the Grantee, the Third Party Developer(s)/End User(s) and their respective successors and assigns shall refrain, in perpetuity, from seeking, or otherwise taking advantage of any exemption from the payment, in whole or in part, of secured and/or unsecured property taxes on the Property and/or Improvements; provided that, in the event that the Property and/or Improvements nonetheless become exempt, in whole or in part, from secured and/or unsecured property taxation then, in such event, the Grantee or the Third Party Developer(s)/End User(s), as applicable, shall cause to be paid to the Grantor, pursuant to a mutually agreeable and recorded agreement, including provisions securing payment, in-lieu property taxes equal to the Gross Property Tax Increment that the Grantor would have received had the Property been subject to the payment of property taxes; provided, however in no event shall the Gross Building Area of the Exempt Property exceed thirty three (33%) percent of the Gross Building Area of the Completed or Proposed Vertical Improvements; provided further that during such time as the Gross Building Area of the Exempt Property exceeds twenty (20%) percent of the Gross Building Area of the Completed or Proposed Vertical Improvements, the interest on the Agency Note shall toll. Notwithstanding the foregoing, the Exempt Property may not exceed twenty (20%) percent of the Gross Building Area of the Completed or Proposed Vertical Improvements for a period of longer than three (3) years. The obligations of the Grantee, Third Party Developer(s)/End User(s), and their respective successors and assigns are hereinafter referred to as the "**Exempt Property Covenant.**" Without limiting the effect of the foregoing, the Grantor agrees that nothing contained in the foregoing restriction shall apply to the conveyance of dedication of any portion of the Property to any governmental agency in connection with the granting of easements or permits to facilitate and as a condition of the construction of the Improvements.

14. Effect and Duration of Covenants.

(a) **Duration.** The covenants against discrimination shall remain in effect in perpetuity. The covenants established in this Grant Deed shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof.

(b) **Grantor as Beneficiary.** The Grantor is deemed the beneficiary of the covenants set forth in this Grant Deed and of the covenants running with the land for and in its own rights and for the purposes of protecting the interests of the community and other Parties, public or private, in whose favor and for whose benefit the Grant Deed and the covenants running with the land have been provided. The Grant Deed and the covenants shall run in favor of the Grantor without regard to whether the Grantor has been, remains or is an owner of any land or interest therein in the Property, or in the Redevelopment Project Area, as described in the Redevelopment Plan. The Grantor shall have the right, if this Grant Deed or the

covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Grant Deed and the covenants may be entitled.

15. Grantor Right of Reentry. The Grantor has the right, at its election, to reenter and take possession of the Property, with all improvements thereon, and terminate and revest in the Grantor the estate conveyed to the Grantee and its successors and assigns, if, after the recordation of this Grant Deed but prior to the recordation of the Release, the Grantee or its successors and assigns shall:

(a) fail to start the construction of the Acquisition Parcels' Horizontal Improvements as required by the DDA for a period of thirty (30) days after written Notice thereof from the Grantor; or

(b) abandon or substantially suspend construction of the Acquisition Parcels' Horizontal Improvements required by the DDA for a period of thirty (30) days after written Notice thereof from the Grantor; or

(c) contrary to the provisions of Article 10 of the DDA, Transfer or suffer any involuntary Transfer in violation of the DDA.

Such right to reenter, terminate and revest shall be subject to and be limited by and shall not defeat, render invalid or limit:

(i) Any mortgage or deed of trust permitted by the DDA; or

(ii) Any rights or interests provided in the DDA for the protection of the holders of such mortgages or deeds of trust.

16. Conflict. In the event of any conflict or inconsistency between the this Grant Deed and the terms of conveyance under the Sixth Amendment of the Hospital Parcels or the Bulk Sale Parcels (as applicable), then this Grant Deed shall govern.

(Signatures on next page)

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed as of this day of _____, 202__.

GRANTOR:

MARCH JOINT POWERS AUTHORITY

By:_____

Name:_____

Its:_____

[Seal]

ATTEST:

Authority Secretary

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER, LLP

By:_____
Agency Counsel

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed as of this day of _____, 202__.

GRANTEE:

MARCH1 LLC, a California limited liability company

By:_____

Name:_____

Its:_____

This Notary Acknowledgement is attached to a document entitled ***Grant Deed***

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 and title of the officer)
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(is), 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)

This Notary Acknowledgement is attached to a document entitled ***Grant Deed***

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 and title of the officer)
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)

ATTACHMENT NO. 1

LEGAL DESCRIPTION OF THE PROPERTY

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

PARCELS 8 AND 10 OF PARCEL MAP NO. 36035, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 235, PAGES 28 THROUGH 42, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

APNs 297-250-009 and 297-260-005

EXHIBIT G
FORM OF BULK SALE PARCELS GRANT DEED
[on next page]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL DEED
AND TAX STATEMENTS TO:

APN: [...]

Above Space for Recorder's Use Only

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$ _____ CITY TAX is \$ _____

- ☐ computed on full value of property conveyed, or
☐ computed on full value of items or encumbrances remaining at time of sale,
☐ Unincorporated area of the county of Riverside ☐ City of _____, and

FOR A FULL VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
MARCH JOINT POWERS AUTHORITY, a California joint powers authority

hereby GRANT(s) to

MARCH1 LLC, a California limited liability company

the following described real property in the County of Riverside, State of California: See **Attachment 1**
attached hereto (the "Property").

THE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO:

1. All non-delinquent real property taxes and unpaid general and special assessments against the Property; and
2. All covenants, conditions, restrictions and other matters of record, and all matters that are apparent by an accurate survey of the Property.

[Signature(s) appear on following page]

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed as of this day of _____, 202__.

GRANTOR:

MARCH JOINT POWERS AUTHORITY

By:_____

Name:_____

Its:_____

[Seal]

ATTEST:

Authority Secretary

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER, LLP

By:_____
Agency Counsel

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed as of this day of _____, 202__.

GRANTEE:

MARCH1 LLC, a California limited liability company

By:_____

Name:_____

Its:_____

This Notary Acknowledgement is attached to a document entitled ***Grant Deed***

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 and title of the officer) 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(is), 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)

This Notary Acknowledgement is attached to a document entitled ***Grant Deed***

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 and title of the officer)
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)

Attachment 1

LEGAL DESCRIPTION

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

PARCELS 1-6 AND 11-36 TOGETHER WITH LOTS N THROUGH U OF PARCEL MAP NO. 36035, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 235, PAGES 28 THROUGH 42, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA EXCEPTING THEREFROM AREA A AND AREA B DESCRIBED AS FOLLOWS:

APN'S 297-250-002 through -007 and 297-250-010 through -015, and 297-260-006 through -025, and 294-660-003, -004, -006 through -012

AREA A

EXCEPTING THEREFROM PARCEL 23 THAT AREA ADJUSTED BY LOT LINE ADJUSTMENT NO. 14-01,A1 BY THE MARCH JOINT POWERS AUTHORITY AS SHOWN ON DOCUMENT NO. 2014-0369397 AND RECORDED 09/29/2014, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

APN's 294-660-012 AND 294-660-014

AREA B

EXCEPTING THEREFROM LOT P THAT AREA GRANTED BY THE MARCH JOINT POWERS AUTHORITY TO WESTERN MUNICIPAL WATER DISTRICT BY GRANT DEED DATED 1/30/2018, IDENTIFIED AS WESTERN MUNICIPAL WATER DISTRICT'S RECORD NO. 19, EXTENSION NO. 1-3413-005.

APN 297-250-010

[illegible]

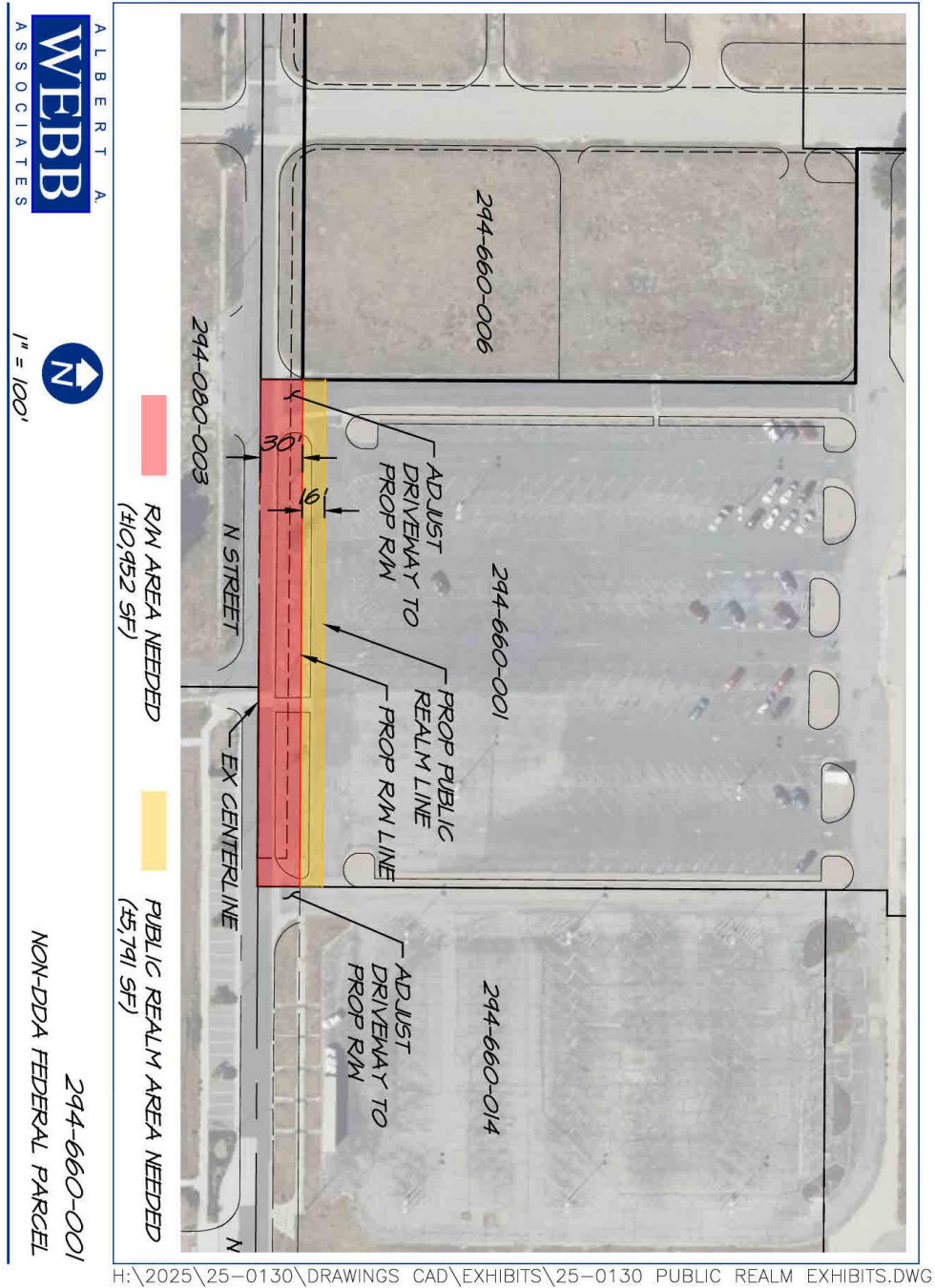
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Signature, a Notary Public

My commission expires on _____

G-8

EXHIBIT H **DEPICTION OF THIRD PARTY PROPERTY OWNED EASEMENTS AND RIGHTS-OF-WAY**



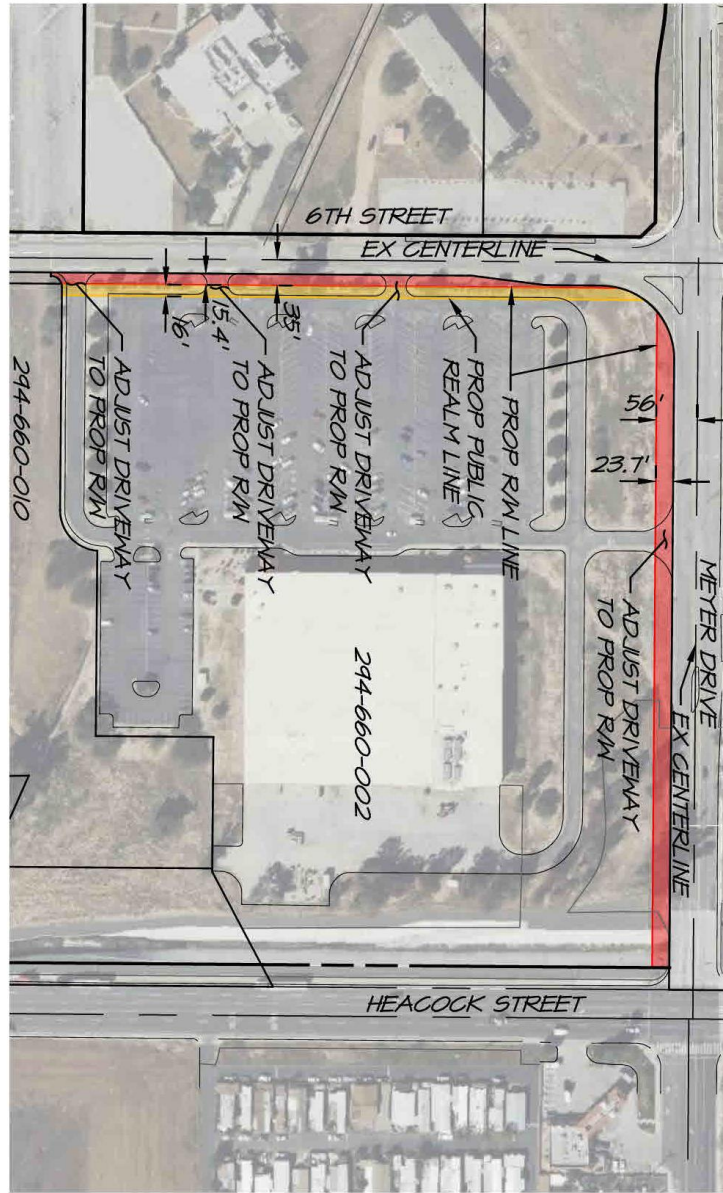


1" = 200'

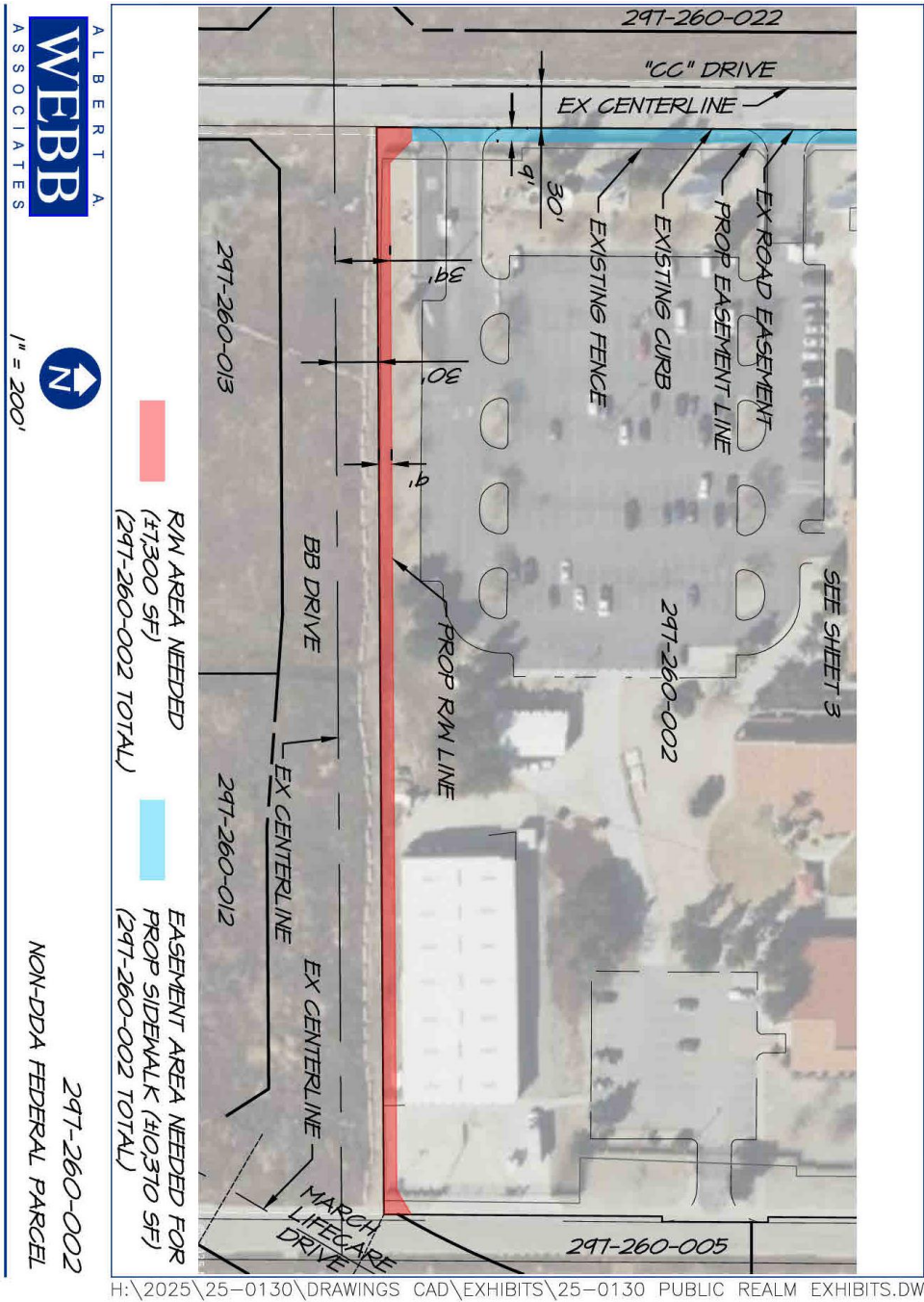
297-660-002
NON-DDA FEDERAL PARCEL

R/W AREA NEEDED
(130,493 SF)

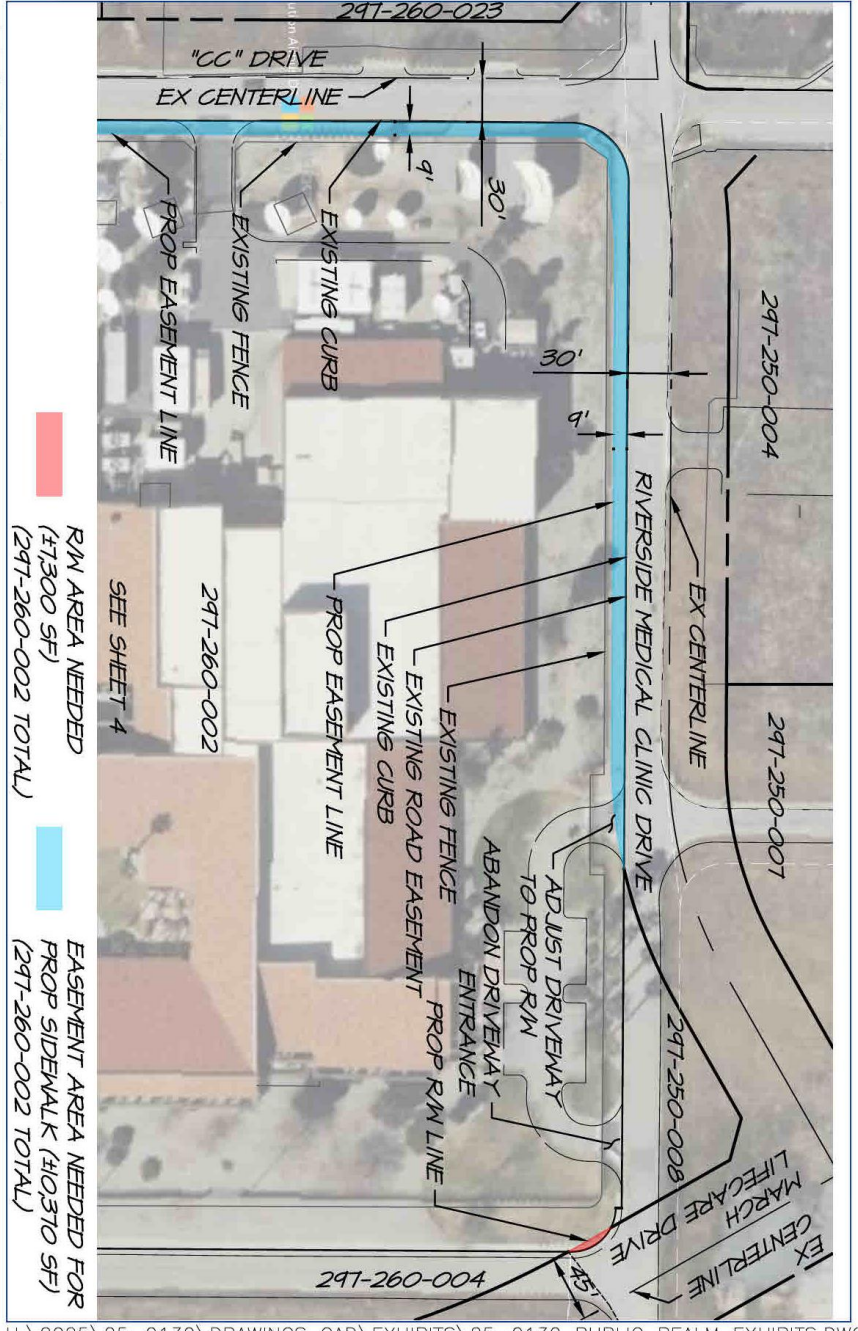
PUBLIC REALM AREA NEEDED
(412,489 SF)



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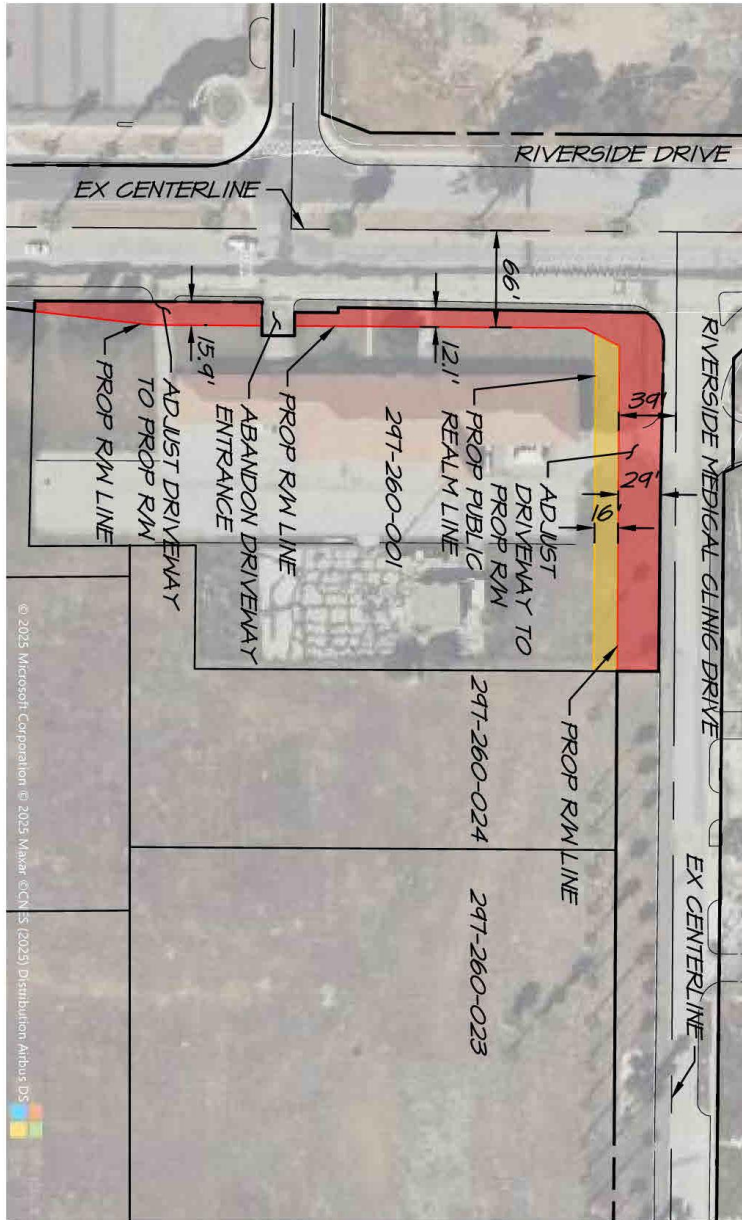


1" = 100'

297-260-001
NON-DDA FEDERAL PARCEL

R/W AREA NEEDED
(11,941 SF)

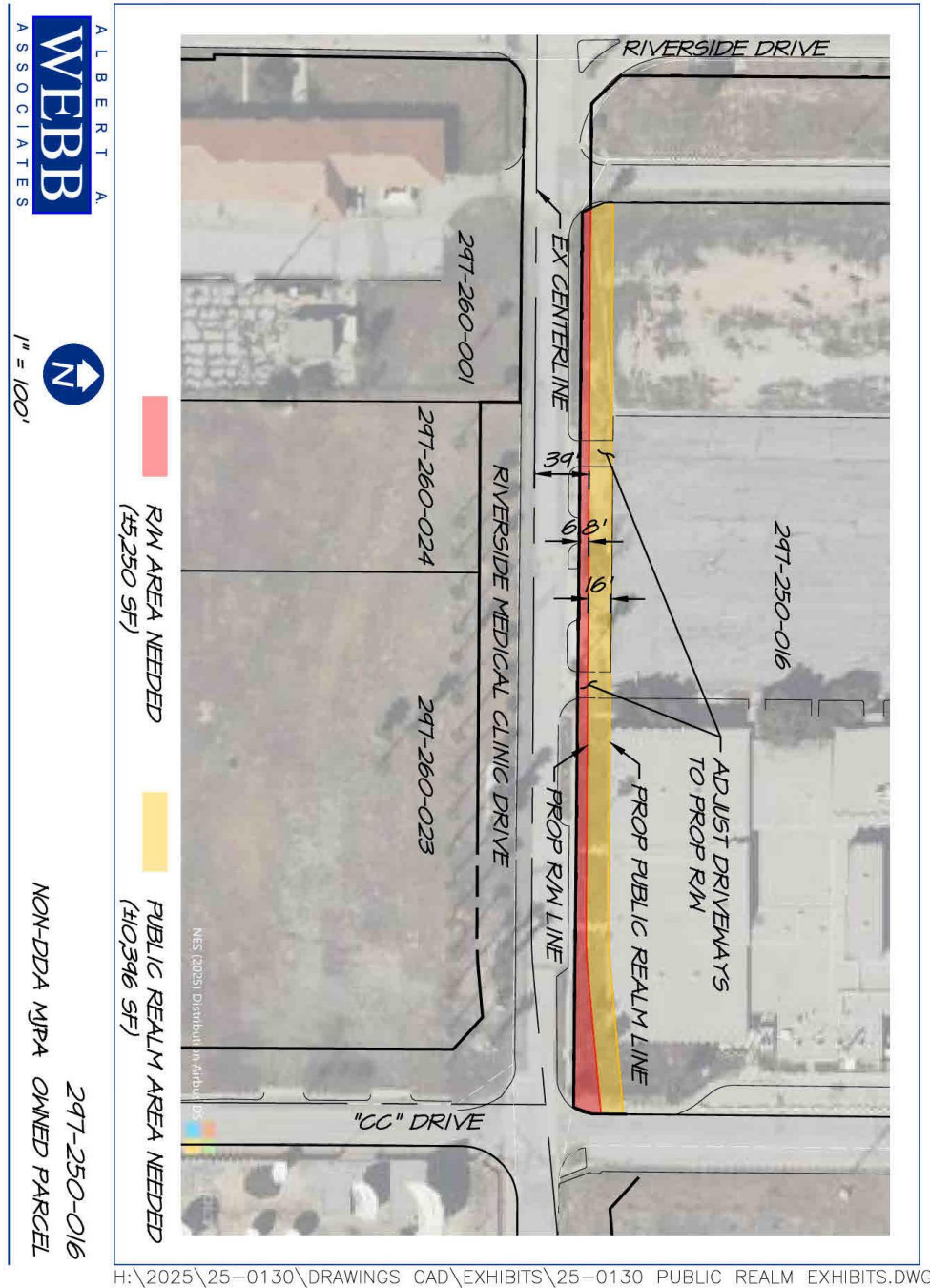
PUBLIC REALM AREA NEEDED
(13,609 SF)

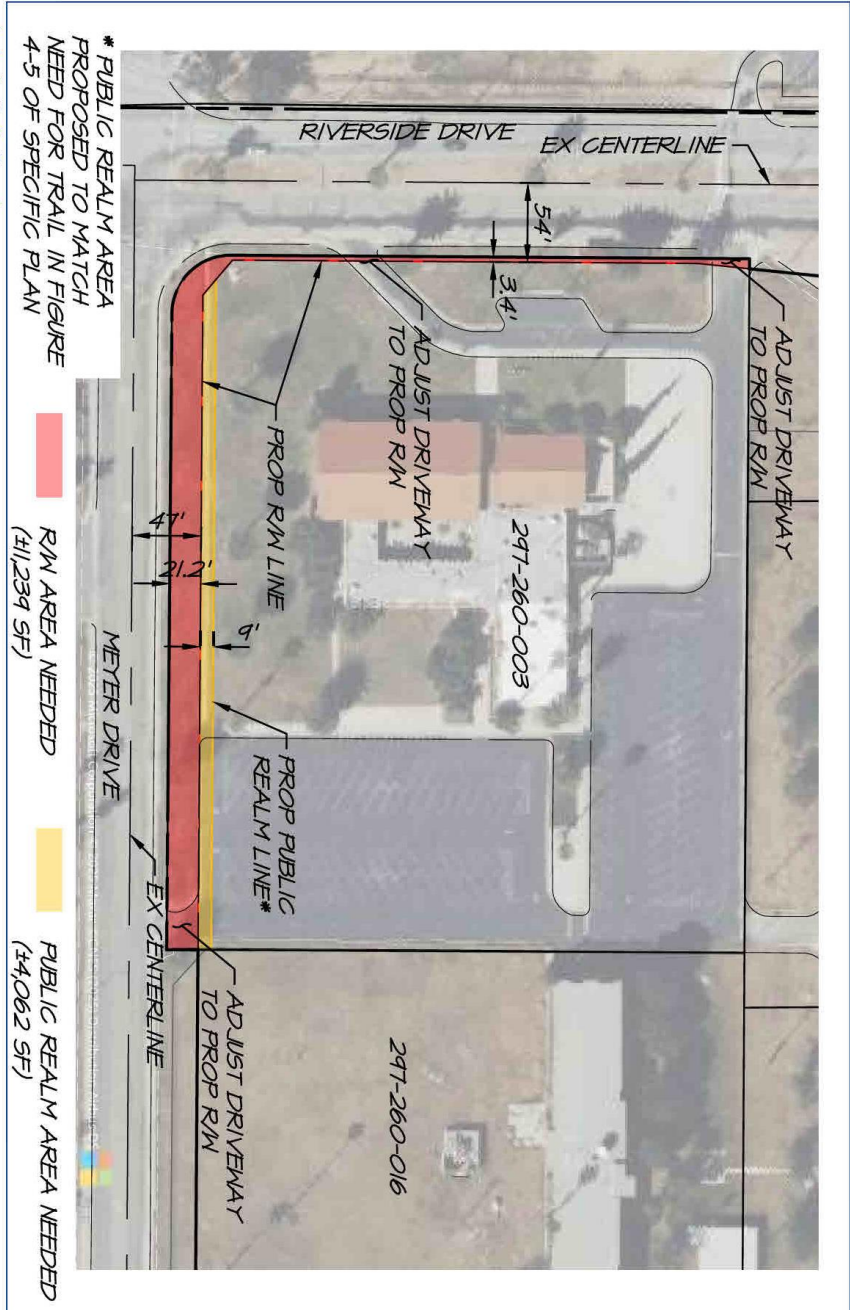


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EXHIBIT I

AUTHORITY PROPERTY OWNED EASEMENTS AND RIGHTS-OF-WAY





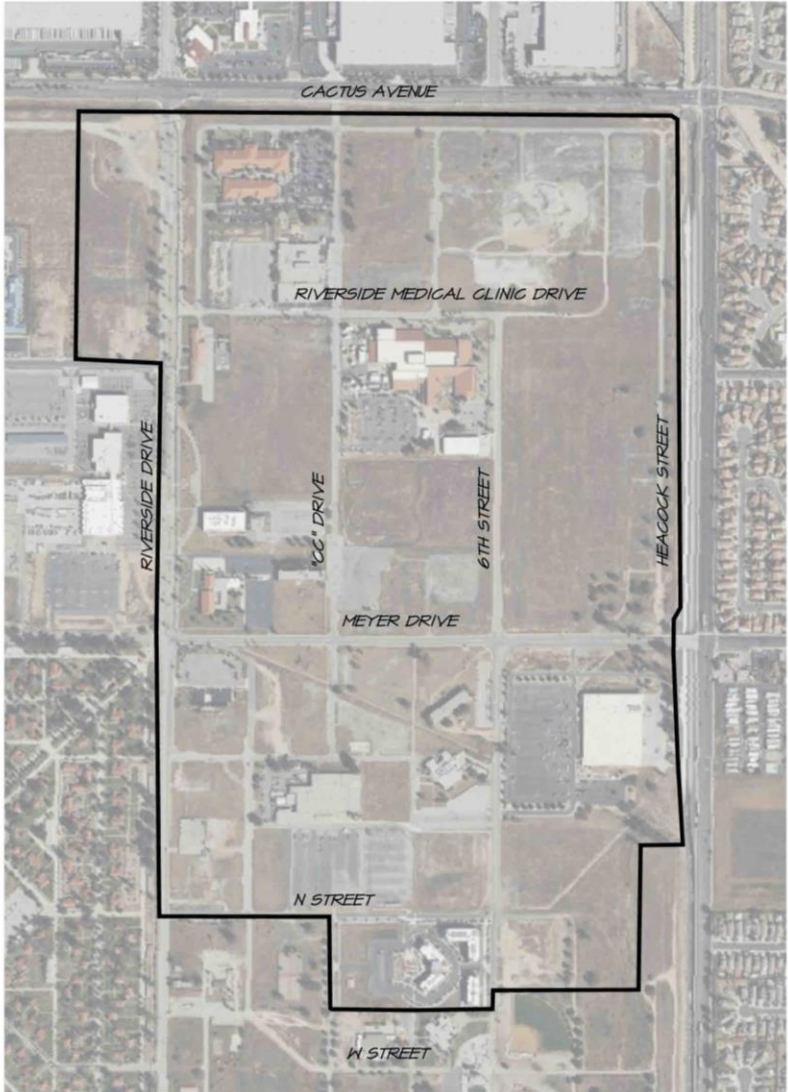
ALBERT A
WEBB
ASSOCIATES



297-260-003
NON-DDA MPA OWNED PARCEL

H:\2025\25-0130\DRAWINGS CAD\EXHIBITS\25-0130 PUBLIC REALM EXHIBITS.DWG

EXHIBIT J
DEPICTION OF CFD AREA



MARCH JOINT POWERS AUTHORITY



NOTICE OF DETERMINATION

TO:	<input type="checkbox"/> Clerk of the Board of Supervisors or <input checked="" type="checkbox"/> Riverside County Clerk Address: Click to enter address	FROM:	Public Agency/Lead Agency: March Joint Powers Authority Address: 14205 Meridian Parkway, Suite 140 Riverside, CA 92518 Contact: Grace Martin, Chief Executive Officer Phone: (951) 656-7000
-----	---	-------	---

TO:	<input checked="" type="checkbox"/> Office of Planning and Research 1400 Tenth Street, Rm. 113 Sacramento, CA 95814	Lead Agency (if different from above) Not Applicable
		Address: Click enter address
		Contact: Click to enter contact
		Phone: Click to enter phone no.

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (If submitted to SCH): 2008071021
Project Title: Sixth Amendment to March LifeCare Campus Disposition and Development Agreement ("Sixth Amendment to the DDA")
Project Applicant (include address and telephone number): March1, LLC Daniel Niemann Co-Manager 9731 Janice Circle Villa Park, CA 92861 (310) 505-0054 dn@marchlifeusa.com
Specific Project Location – Identify Street address and cross street or attach a map showing project site (preferably a USGS 15' or 7 ½' topographical map identified by quadrangle name): The Sixth Amendment to the DDA affects certain real property that is located within the boundaries of the March LifeCare Campus Specific Plan area ("MLCSP"). Specifically, the site is situated on a portion of the former March Air Force Base approximately bounded by Cactus Avenue on the north, Heacock Street on the east, Riverside Drive on the west, and N Street on the south, excluding an approximately 12.3-acre parcel in the center currently occupied by a

federal agency, in the County of Riverside.
General Project Location (City and/or County): Unincorporated Riverside County, former March AFB
Project Description: The DDA Sixth Amendment is to enter into a bulk sale agreement with March1 LLC as it pertains to DDA properties within the Authority's Northeast Corner and associated March LifeCare Campus Specific Plan.
Identify the person or entity undertaking the project, including any private applicant, any other person undertaking an activity that receives financial assistance from the Public Agency as part of the project, and any person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the project.

This is to advise that the (☒ Lead Agency or ☐ Responsible Agency) has approved the above-described project on **02/14/2024** and has made the following determinations regarding the above-described project:

1.	The project [<input type="checkbox"/> will <input checked="" type="checkbox"/> will not] have a significant effect on the environment.	
2.	<input checked="" type="checkbox"/>	An Environmental Impact Report was prepared and certified for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
	<input type="checkbox"/>	A Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
	<input type="checkbox"/>	A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
3.	<input type="checkbox"/>	Mitigation measures [<input checked="" type="checkbox"/> were <input type="checkbox"/> were not] made a condition of the approval of the project.
4.	<input type="checkbox"/>	A Mitigation Monitoring or Reporting Plan [<input checked="" type="checkbox"/> was <input type="checkbox"/> was not] adopted for this project.
5.	<input type="checkbox"/>	A Statement of Overriding Considerations [<input checked="" type="checkbox"/> was <input type="checkbox"/> was not] adopted for this project.
6.	<input type="checkbox"/>	Findings [<input checked="" type="checkbox"/> were <input type="checkbox"/> were not] made pursuant to the provisions of CEQA.
This is to certify that the Final EIR with comments and responses and record of project approval, or the Negative Declaration, is available to General Public at:		
	Custodian: March Joint Powers Authority	Location: 17405 Heacock Street Moreno Valley, CA 92551

Date: June 30, 2025	_____
	Signature
	Name: Grace I. Martin, DPPD
	Title: Chief Executive Officer
Date Received for Filing: Click or tap to enter a date.	

Authority cited: Sections 21083, Public Resources Code.
Reference Section 21000-21174, Public Resources Code.

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

MIPAA Operations - Consent Calendar
Agenda Item No. 9 (1)

Meeting Date: June 11, 2025

Action: **AUTHORIZE FILING A NOTICE OF COMPLETION
FOR THE AP-5 CRACK SEAL PROJECT**

Motion: Move to authorize filing a Notice of Completion for the AP-5 Crack Seal Project.

Background:

At the March 5, 2025 JPC meeting, the Commission approved a construction contract with C.R. Contracting Seal and Stripe for AP-5 Crack Seal Rehabilitation. The original contract was for an amount not to exceed \$232,400. Including the previously approved change orders, the final contract price is \$232,400. The scope of work has been completed and there were no punch list items identified in the post construction job walk. Staff recommends the Commission accept the AP-5 Crack Seal Project as complete and direct staff to file a Notice of Completion for the project.

Attachment(s): Notice of Completion (NOC)

WHEN RECORDED MAIL TO:

March Inland Port Airport Authority
Agency Clerk's Office
17405 Heacock Street
Moreno Valley, CA 92551

FREE RECORDING

This instrument is for the benefit of
the March Inland Port Airport Authority and
is entitled to be recorded without fee.

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. A capital improvement project, described as follows, was deemed completed and final acceptance was granted on: June 30, 2025.

The project primarily consists of crack seal rehabilitation on the apron at March Inland Port Airport.

2. The public agency that owns the property where said improvements were completed is the March Inland Port Airport Authority, a joint powers authority, located at 17405 Heacock Street, Moreno Valley, CA 92551. The nature of the Interest is accepting the improvements for ongoing maintenance.
3. The location of the project is on the apron at March Inland Port Airport located at 17405 Heacock Street, Moreno Valley, CA 923551.
4. The name of the prime contractor for said work is C.R. Contracting Crack & Seal.
5. The surety required for the project is: Everest National Insurance Company
100 Everest Way
Warren, NJ 07059

Grace I. Martin, DPPD
Chief Executive Officer

MARCH JOINT POWERS COMMISSION
OF THE
MARCH INLAND PORT AIRPORT AUTHORITY

MIPAA Operations - Consent Calendar
Agenda Item No. 9 (2)

Meeting Date: June 30 2025

Action: **ADOPT RESOLUTION MIPAA 25-04 FOR THE PAYMENT OF THE FY 2025-26 PUBLIC ENTITY RISK MANAGEMENT AUTHORITY (PERMA) INVOICE; AND ADOPT RESOLUTION MIPAA 25-04 AUTHORIZING AN FY 2025/26 MIPAA BUDGET ADJUSTMENT TO SUPPORT THE PAYMENT**

Motion: Move to adopt Resolution MIPAA 25-04 for the payment of the FY 2025-26 Public Entity Risk Management Authority (PERMA) invoice; and adopt Resolution MIPAA 25-04 authorizing an FY 2025/26 MIPAA budget adjustment to support the payment.

Background:

The two-year budget for the March Inland Port Airport Authority (MIPAA), for FY 2025/26 and FY 2026/27, were adopted by the Commission on June 11, 2025. At the time of budget adoption, PERMA had not yet completed their review process of liability coverage for the airport. MIPAA staff met with PERMA on various occasions and provided updates of the upcoming restructuring, which would follow the downsizing of March JPA operations and place the Authority's focus on airport operations starting on July 1, 2025.

On June 20, 2025, PERMA issued an invoice for Authority entities (March JPA, March Inland Port Airport Authority and Green Acres) in the total amount of \$510,758 which applies to all MIPA and MIPAA owned properties throughout the March Planning area. The Commission approved an FY 2025/26 budget allocation across all funds for PERMA insurance in the total amount of \$479,371, leaving a shortfall of \$31,387 based on the new invoice. Payment is due no later than July 31, 2025; as such, staff is requesting that the shortfall of \$31,387 be split between the MIPA and MIPAA budgets of \$15,694 each. Staff recommends approval of the FY 2025-26 Public Entity Risk Management Authority (PERMA) invoice; and adopt Resolution MIPAA 25-04 authorizing an FY 2025/26 MIPAA budget adjustment of \$15,694 on PERMA line items to support the payment.

Attachment(s):

- 1) PERMA Invoice
- 2) Resolution MIPAA 25-04



INVOICE

Invoice To: March JPA
14205 Meridian Parkway, Ste 140
Riverside, CA 92518

Invoice #: INV418
Date: 07/01/2025
Due Date: 07/31/2025

Description	Amount
Liability Program FY2025-26	\$127,808.00
Crime Program FY2025-26	\$1,310.00
Cyber Program FY2025-26	\$48,825.00
ADWRP Program FY2025-26	\$647.00
Property Program FY2025-26	\$330,918.00
APD Program FY2025-26	\$1,250.00
Total Amount Due:	\$510,758.00

PLEASE REMIT PAYMENTS TO:

To pay by check:

Public Entity Risk Management Authority (PERMA)
P.O. Box 743149
Los Angeles, CA 90074-3149

To pay by ACH:

PERMA Routing Number: 121000358
Account Number: 1431080024

Never trust ACH or wire payment instruction revisions sent via e-mail. Cyber criminals hack e-mail accounts and often send emails with fake ACH or wire instructions. These imposter e-mails look exactly like the real thing, and are from someone you trust. If you receive new ACH instructions from PERMA (or any other vendor), always call to verify. Never rely on e-mail alone.

Questions? Contact the finance team at finance@permarisk.gov or (760) 258-4257

*This invoice is now due and payable and shall become delinquent if not paid on or before the invoice due date.
A late charge equal to PERMA's earned interest rate shall be added to all invoices over 60 days delinquent.*

RESOLUTION MIPAA 25-04

A RESOLUTION OF THE MARCH INLAND PORT AIRPORT AUTHORITY APPROVING PAYMENT AND BUDGET ADJUSTMENT FOR THE FY2025-26 PUBLIC ENTITY RISK MANAGEMENT AUTHORITY (PERMA) MEMBER CONTRIBUTION

WHEREAS, Section 5(j), 5(m), 5(n) of the Joint Powers Agreement creating the March Joint Powers Authority and March Inland Port Airport Authority (“Authority”) provides for fiscal matters and provides strict accountability of all funds of the Authority; and,

WHEREAS, the March Joint Powers Commission (“Commission”) annually prepares and adopts an agency budget; and,

WHEREAS, the March Joint Powers Commission at their special session assembled on June 11, 2025, adopted a two-year budget for fiscal years July 1, 2025 ending June 30, 2026, and July 1, 2026 ending June 30, 2027;

WHEREAS, the Authority is a member of PERMA, a joint powers authority created pursuant to the provisions of the California Government Code; and

WHEREAS, PERMA provides a Liability Program, Workers' Compensation Program, Property Program, and other coverage programs for its members; and

WHEREAS, Authority staff met with PERMA on various occasions and provided updates of the upcoming restructuring, which would follow the sunset of JPA operations beginning July 1, 2025.

WHEREAS, at the time of the budget adoption, PERMA had not yet completed their review process on liability costs for the Authority.

WHEREAS, on June 20, 2025, PERMA issued an invoice for Authority entities (March JPA, March Inland Port Airport Authority and Green Acres) in the total amount of \$510,758 which applies to all MJPA and MIPAA owned properties throughout the March Planning area.

WHEREAS, the Commission approved an FY 2025/26 budget allocation across all funds for PERMA insurance in the total amount of \$479,371, leaving a shortfall of \$31,387 based on the new invoice.

WHEREAS, payment is due no later than July 31, 2025; as such, staff is requesting that the shortfall of \$31,387 be split between the MJPA and MIPAA budgets thereby applying \$15,694 to each fund.

NOW, THEREFORE, BE IT RESOLVED by the March Joint Powers Commission does hereby find, determine, and declare as follows:

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

SECTION 2. The appropriation for the March Inland Port Airport Authority PERMA insurance line item is hereby increased by \$15,694 to reflect the actual cost of insurance services. The Chief Executive Officer is authorized to take all necessary administrative actions to implement

this budget adjustment.

SECTION 3. The March Joint Powers Commission finds this Resolution is not subject to the California Environmental Quality Act (CEQA) in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty, as in this case, that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA..

SECTION 4. 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 5. Effective Date. This Resolution shall become effective immediately.

PASSED, APPROVED, and ADOPTED at a special meeting of the March Joint Powers Commission of the March Inland Port Airport Authority, on this 30th day of June, 2025.

Michael M. Vargas, Chair
March Joint Powers Commission

ATTEST

I, Cindy Camargo, Clerk of the March Joint Powers Commission, do hereby certify that the foregoing Resolution JPA 25-04 was duly and regularly adopted by the March Joint Powers Commission at its special meeting on June 30, 2025.

Ayes:

Noes:

Abstain:

Absent:

Date: June 30, 2025

Cindy Camargo, Clerk
March Joint Powers Commission