

Outline of Mid County Parkway/State Route 60 Truck Lanes Settlement Agreement

As detailed in the following agreements, in order to resolve three cases challenging the Mid County Parkway and State Route 60 Truck Lanes Project the parties settled for an overall mitigation package of \$17 million to be dedicated, approximately, as follows:

- \$5.265 million towards acquisition of wildlife habitat, especially focused on the San Jacinto Valley and Moreno Valley
- \$8 million towards 70 acres of vernal pool habitat
- \$360,000 towards air filtration systems and public health programs for 4 schools near the freeways
- \$1,875,000 towards air filtration systems for homes within 1,000 feet of the freeways, and air filtration devices and sound insulation for homes within 500 feet of the freeways
- \$1,200,000 for approximately 400 kW of solar focused on installations at Metrolink parking lots in Riverside
- \$50,000 towards park renovations near the Mid County Parkway in Perris
- \$250,000 in attorneys' fees/costs

The following mitigation measures will also be added as part of the settlement:

- Additional safety measures and improvements for the State Route 60 project
- Widening of pedestrian/cycling access for a Mid County Parkway overcrossing in Perris
- Maintenance of unobstructed public access to the San Jacinto Wildlife Area
- Construction of Park n Ride lots in the vicinity of the freeways
- Requirements for the Riverside County Transportation Commission to only fund zero or near zero emission buses
- Analysis of rail systems in Riverside to reduce vehicle miles
- Funding of financial incentives to increase public transit and vanpools near the projects
- Establishing wildlife crossing mitigation and improvements from existing conditions for the Mid County Parkway and State Route 60

Dismissals will be filed in the following cases:

- *Center for Biological Diversity et al. v Riverside County Transportation Commission*, California Court of Appeals, Fourth Appellate District Case No. E069277 (filed Oct. 12, 2017)
- *Center for Biological Diversity et al. v. Federal Highway Administration et al.*, Ninth Circuit Court of Appeals Case No. 17-56080 (filed July 28, 2017)
- *Center for Biological Diversity et al. v California Department of Transportation*, Riverside County Superior Court Case No. RIC 1607468 (filed June 16, 2016)

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SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") dated and made effective as of June 29, 2018, is entered into by, between, and among the Riverside County Transportation Commission ("RCTC"), the California Department of Transportation ("Caltrans") and the Center for Biological Diversity, Sierra Club, San Bernardino Valley Audubon Society, Friends of the Northern San Jacinto Valley, and Residents for a Livable Moreno Valley ("Petitioners") (each of whom shall be referred to individually as a "Party" or collectively as the "Parties"). It is the intent of the Parties that this Agreement shall establish the terms of a full and complete settlement of all claims and actions raised in *Center for Biological Diversity et al. v Riverside County Transportation Commission*, California Court of Appeals, Fourth Appellate District Case No. E069277 (filed Oct. 12, 2017); *Center for Biological Diversity et al. v. Federal Highway Administration et al.*, Ninth Circuit Court of Appeals Case No. 17-56080 (filed July 28, 2017); and *Center for Biological Diversity et al. v California Department of Transportation*, Riverside County Superior Court Case No. RIC 1607468 (filed June 16, 2016) (jointly, the "Litigation"), or that could have been raised in those cases or in connection with any other past or future approval of the Mid County Parkway or State Route 60 Truck Lanes Project (the "Projects"), and/or the environmental review performed for the Projects under the California Environmental Quality Act ("CEQA"), the National Environmental Policy Act ("NEPA"), or any other law so long as the Projects are consistent with the terms of this Agreement and substantially similar and consistent with the Projects as approved by RCTC in Resolution No. 15-006, the Federal Highway Administration ("FHWA") in the Record of Decision ("ROD") for the Mid County Parkway, and the California Department of Transportation ("Caltrans") in the Initial Study with Proposed Mitigated Negative Declaration / Environmental Assessment with Finding of No Significant Impact for the State Route 60 Truck Lanes Project. The terms of this Agreement are intended to be the limit of the Parties' obligations.

I. RECITALS

- A. As set forth more fully in RCTC's Resolution No. 15-006, FHWA's August 17, 2015 ROD for the Mid County Parkway, and the Final Environmental Impact Report / Environmental Impact Statement and Final Section 4(f) Evaluation, the Mid County Parkway consists of a sixteen mile, limited access, six-lane freeway infrastructure project in Riverside County that connects I-215 in the city of Perris with State Route 79 in the city of San Jacinto and also includes improvements to I-215 in the vicinity of Perris.
- B. As set forth more fully in Caltrans' Initial Study with Proposed Mitigated Negative Declaration / Environmental Assessment with Finding of No Significant Impact, the State Route 60 Truck Lanes Project is a public safety project that includes improvements to State Route-60 along a 4.5-mile stretch of highway in unincorporated Riverside County between the cities of Moreno Valley in the west and Beaumont in the east that would add eastbound and westbound truck-climbing lanes, inside and outside shoulders, modify horizontal and vertical alignments, and construct wildlife under crossings and retaining walls.
- C. On May 7, 2015, Petitioners filed a Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief asserting alleged CEQA violations regarding RCTC's

approval of the Mid County Parkway, including adoption of Resolution No. 15-006 certifying the Final Environmental Impact Report on April 8, 2015, in *Center for Biological Diversity et al. v Riverside County Transportation Commission*. On June 4, 2015, Petitioners filed the First Amended Petition.

- D. On January 22, 2016, Petitioners filed a Civil Complaint for Declaratory and Injunctive Relief alleging violations under NEPA and the Department of Transportation Act regarding the FHWA's approval of the Mid County Parkway, including execution of the associated August 17, 2015 Environmental Impact Statement, in *Center for Biological Diversity et al. v. Federal Highway Administration et al.*
- E. On May 26, 2016, the U.S. District Court for the Central District of California granted RCTC's motion to intervene in *Center for Biological Diversity et al. v. Federal Highway Administration et al.*
- F. On June 16, 2016, Petitioners filed a Petition for Writ of Mandate against Caltrans and Real Party In Interest RCTC asserting alleged violations of CEQA related to the approval of the State Route 60 Truck Lanes Project and associated Initial Study with Proposed Mitigated Negative Declaration / Environmental Assessment with Finding of No Significant Impact in *Center for Biological Diversity et al. v California Department of Transportation*.
- G. On May 31, 2017, the U.S. District Court for the Central District of California entered a judgment in favor of FHWA and RCTC and dismissed Petitioners' complaint with prejudice in *Center for Biological Diversity et al. v. Federal Highway Administration et al.*
- H. On July 27, 2017, Petitioners filed an appeal seeking review of the U.S. District Court's decision in *Center for Biological Diversity et al. v Federal Highway Administration*, which is currently pending before the Ninth Circuit Court of Appeals.
- I. On August 8, 2017, the Riverside County Superior Court issued a Judgment denying Petitioners proposed writ of mandate and complaint in *Center for Biological Diversity et al. v Riverside County Transportation Commission*.
- J. On October 10, 2017, Petitioners filed an appeal seeking review of the Superior Court's decision in *Center for Biological Diversity et al. v Riverside County Transportation Commission*, which is currently pending before the California Court of Appeal for the 4th Appellate District, Division 2.
- K. The Parties have agreed to use this Settlement Agreement to achieve a full and complete resolution of all claims that have been asserted or that could be asserted by the Petitioners, Caltrans or RCTC in the Litigation, or in any future disputes, claims, or actions, in relation to the Projects as outlined in this Agreement, so long as the Projects are consistent with the terms of this Agreement and substantially similar and consistent with the Projects as approved by RCTC in Resolution No. 15-006, the FHWA in the ROD for the Mid County Parkway, and Caltrans in the Initial Study with Proposed

Mitigated Negative Declaration / Environmental Assessment with Finding of No Significant Impact for the State Route 60 Truck Lanes Project.

II. TERMS

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. RCTC's Obligations.

1. As designated in Exhibit "A," RCTC shall implement the terms and actions set forth in Exhibit "A."
2. Without admitting any liability, and in consideration of the terms of the Agreement, RCTC agrees to pay to Petitioner's counsel, the Center for Biological Diversity, in satisfaction of all attorney's fees, costs, and other litigation expenses, the sum of \$250,000 as full and final settlement of all outstanding claims, including any claims for attorneys' and consultants' fees and costs relating to the Litigation (the "Settlement Payment"). The Settlement Payment will be in the form of a check made payable to the "Center for Biological Diversity" to be delivered to Petitioners' counsel, Center for Biological Diversity, within thirty (30) days after the Dismissal with Prejudice of *Center for Biological Diversity et al. v Riverside County Transportation Commission*, California Court of Appeals, Fourth Appellate District Case No. E069277; *Center for Biological Diversity et al. v. Federal Highway Administration et al.*, Ninth Circuit Court of Appeals Case No. 17-56080; and *Center for Biological Diversity et al. v California Department of Transportation*, Riverside County Superior Court Case No. RIC 1607468. Except as set forth in this Agreement, Petitioners and their legal counsel specifically waive any right and/or claim to any additional fees, costs, and/or consultant fees related to this Litigation and/or the Projects.

B. Caltrans's Obligations.

1. As designated in Exhibit "A," Caltrans shall implement the terms and actions set forth in Exhibit "A."

C. Petitioners' Obligations.

1. Duty Not to Object or Disrupt Process for Project Approval. Petitioners support this Agreement and do not oppose the Projects with the conditions imposed by this Agreement. The Center for Biological Diversity, San Bernardino Valley Audubon Society, Friends of the Northern San Jacinto Valley, and Residents for a Livable Moreno Valley on behalf of themselves, their current and future agents, successors, assigns, designees, and officers, will not directly object, oppose, delay, or disrupt the full and complete design, approval, or construction of the Projects subject to the terms and conditions of this Agreement, nor will they

directly encourage or fund others to undertake the actions in this paragraph, so long as the Projects are consistent with the terms of this Agreement and substantially similar and consistent with the Projects as approved by RCTC in Resolution No. 15-006, FHWA's ROD for the Mid County Parkway, and Caltrans' approval of the State Route 60 Truck Lanes Project. Petitioners, on behalf of themselves, their agents, successors, assigns, designees, and officers, further agree that they will not submit or provide verbal or written comments in administrative proceedings to any decision-making body or public agency, including any other public agency that must issue a Project approval, that are critical of the Projects or are intended to object to or oppose the full and complete design approval, or construction of the Projects, subject to the terms and conditions of this Agreement, and so long as the Projects are consistent with the terms of this Agreement and substantially similar and consistent with the Projects as approved by RCTC in Resolution No. 15-006, FHWA's ROD for the Mid County Parkway, and Caltrans' approval of the State Route 60 Truck Lanes Project. Petitioners' obligations under this Agreement do not include any limitations on Petitioners' ability to participate in, object to, oppose, or challenge local, regional, statewide, or national processes affecting public health and safety, environmental health and welfare, or public funding.

If any person purporting to act as a representative of, or otherwise on behalf of, any of the Petitioners takes any action that if taken by any of Petitioners would constitute a breach of the obligations under this Agreement, including without limitation the obligations to not provide verbal or written comments critical of the Projects or are intended to delay or oppose the Projects, RCTC may request a sworn statement of repudiation from the applicable Petitioners. Within fifteen days of receipt of such request, the applicable Petitioners shall provide RCTC with a statement, duly authorized, executed, and notarized on letterhead, providing that (a) such person has not been authorized by that Petitioner to take such action; (b) such action does not represent the position of the Petitioners; and (c) that the Petitioner determined that the Agreement was in its best interest and is committed to carrying out the purpose and intent of the Agreement.

2. Covenant not to Sue. Petitioners on behalf of themselves and their current and future agents, successors, assigns, designees, and officers, agree not to initiate, commence, or participate in any administrative appeal or lawsuit against RCTC, FHWA, Caltrans, RCA or any other public or private entity or the members or officers thereof relating to the Projects' design, construction, environmental review, or approval – whether under CEQA, NEPA, or any other laws – except to enforce the terms of this Agreement, so long as the Projects are consistent with the terms of this Agreement and substantially similar and consistent with the Projects as approved by RCTC in Resolution No. 15-006, FHWA in the ROD for the Mid County Parkway, and Caltrans in the approval of the State Route 60 Truck Lanes Project. Petitioners for themselves and on behalf of their agents, successors, assigns, designees, and officers shall not sue (i.e., initiate, commence, or participate in any administrative appeal or lawsuit) to invalidate the Projects and the use or modification of the Projects including, but not limited to, any

approvals needed for the development of any phase of the Projects, as long as the development or use is consistent with the terms of this Agreement and the Projects are consistent with the terms of this Agreement and substantially similar and consistent with the Projects as approved by RCTC in Resolution No. 15-006, FHWA in the ROD for the Mid County Parkway, and Caltrans in the approval of the State Route 60 Truck Lanes Project. Petitioners on behalf of themselves and their agents, successors, assigns, designees, and officers further agree not to fund others to initiate or commence a lawsuit. Petitioners specifically retain, however, the right to assert a claim, demand or cause of action challenging any failure by RCTC or Caltrans to comply with this Agreement.

3. **Dismissal of Litigation.** Within five (5) business days of the execution of this Agreement or execution of an agreement between Petitioners, RCTC, and the Western Riverside County Regional Conservation Authority implementing the provisions found in Sections 4 and 5 of Exhibit A of this Agreement, whichever is later, Petitioners shall file with the applicable courts dismissals of the Litigation, and any and all claims against RCTC, Caltrans, and FHWA related to the Projects, with prejudice, including in the following cases: *Center for Biological Diversity et al. v Riverside County Transportation Commission*, California Court of Appeals, Fourth Appellate District Case No. E069277 (filed Oct. 12, 2017); *Center for Biological Diversity et al. v. Federal Highway Administration et al.*, Ninth Circuit Court of Appeals Case No. 17-56080 (filed July 28, 2017); *Center for Biological Diversity et al. v California Department of Transportation*, Riverside County Superior Court Case No. RIC 1607468 (filed June 16, 2016).
- D. **Enforcement of Agreement.** No action for breach of this Agreement shall be brought or maintained until: (a) the non-breaching Party provides written notice to the breaching Party which explains with particularity the nature of the claimed breach, and (b) within thirty (30) days after receipt of said notice, the breaching Party fails to cure the claimed breach or, in the case of a claimed breach which cannot be reasonably remedied within a thirty (30) day period, the breaching Party fails to commence to cure the claimed breach within such thirty (30) day period, and thereafter diligently complete the activities reasonably necessary to remedy the claimed breach.
- E. **Verification of Compliance.** The Parties may request in writing that other Parties to this Agreement provide verification of compliance with the terms of this Agreement, including Exhibit A and attachments. The Party or Parties receiving the request shall provide the requesting Party with such verification within sixty (60) days of receipt of the request. Such verification shall be in writing and shall include a signed statement from a representative of the Party, or their respective successors as the case may be, that the Party has fully complied or is fully complying with their obligations in this Agreement, including Exhibit A and attachments.
- F. **Limits.** This Agreement shall not be construed as creating any right or benefit, substantive or procedural, enforceable at law or in equity, by any Party against RCTC or any of its governmental agencies, departments, political subdivisions or any other public entities other than those set forth herein.

- G. Notices.** Any notice or request required to be given to either Party under this Agreement shall be given in writing and shall be personally delivered or mailed by prepaid registered or certified mail and, where applicable, emailed to the addresses below:

Riverside County Transportation Commission	Executive Director Riverside County Transportation Commission Attn: Executive Director 4080 Lemon Street, 3rd Floor Riverside, CA 92502-2208
Center for Biological Diversity	Center for Biological Diversity 1212 Broadway, Suite 800 Oakland, CA. 94612 Attn: Jonathan Evans, Senior Attorney jevans@biologicaldiversity.org
Sierra Club	Sierra Club 2101 Webster St. Suite 1300 Oakland, CA. 94612 Attn: Aaron Isherwood, Coordinating Attorney Aaron.isherwood@sierraclub.org With copy to: Chapter Chair and/or Conservation Chair San Geronio Chapter Sierra Club P.O. Box 5425 Riverside, CA 92517 Sierra Club, Moreno Valley Group Conservation Chair and/or Group Chair P.O. Box 1325 Moreno Valley, CA 92556-1325.
San Bernardino Valley Audubon Society	San Bernardino Valley Audubon Society P.O. Box 10973 San Bernardino, CA 92423-0973 Attn: Drew Feldmann, Conservation Committee drewf3@verizon.net

Friends of the Northern San Jacinto Valley	Friends of the Northern San Jacinto Valley P.O. Box 4266 Idyllwild CA 92549 Attn: Sue Nash, Attorney for Friends of the Northern San Jacinto Valley northfriends@northfriends.org
Residents for a Livable Moreno Valley	Residents for a Livable Moreno Valley P.O. Box 6195 Moreno Valley, California 92554
California Department of Transportation	California Department of Transportation District 8 464 W. 4 th Street San Bernardino, CA 92401 Attn: District Director With copy to: California Department of Transportation Legal Division 4050 Taylor Street MS-130 San Diego, CA 92110 Attn: Deputy Chief Counsel

Any address may be changed by providing written notice to all of the other Parties.

Communications required in Exhibit A shall be given in writing and shall be mailed to those same addresses detailed above and, where applicable, emailed; registered or certified mail is unnecessary.

- H. Entire Agreement.** The Parties acknowledge that this Agreement is signed and executed without reliance upon any actual or implied promises, warranties or representations made by any of the Parties or by any representative of any of the Parties, other than those that are expressly contained within this Agreement. This Agreement, including the true and correct Recitals above, exhibits, and attachments, inclusive of all definitions contained therein, that are incorporated by reference herein as operative covenants and specifically relied upon by the Parties in executing this Agreement, constitutes the entire agreement and understanding among and between the Parties and supersedes any and all other agreements whether oral or written between the Parties.

I. Mutual General Releases.

1. Except as set forth in this Agreement, Petitioners release RCTC and Caltrans and their respective owners, affiliates, members, council members, commissioners, officers, employees, agents and attorneys from any and all claims, demands, liabilities, obligations, costs, expenses, fees, actions, and/or causes of action that Petitioners have had or have as of the effective date of this Agreement arising out of, or connected to, the Litigation and the Projects, whether known, unknown or suspected.

2. Except as set forth in this Agreement, RCTC and Caltrans release Petitioners and their respective owners, affiliates, members, council members, commissioners, officers, employees, agents and attorneys from any and all claims, demands, liabilities, obligations, costs, expenses, fees, actions, and/or causes of action that RCTC and Caltrans have had or have as of the effective date of this Agreement arising out of, or connected to, the Litigation and the Projects, whether known, unknown or suspected.

J. California Civil Code Section 1542. Upon the Effective Date, as that term is defined below, each of the Parties has read and has otherwise been informed of the meaning of Section 1542 of the California Civil Code, and has consulted with its respective counsel, to the extent that any was desired, and understands the provisions of Section 1542. Each of the Parties hereby expressly waives the rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code, which provides:

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

RCTC's Initials

PS

Center for Biological Diversity's
Initials

Sierra Club's Initials

Friends of the Northern
San Jacinto Valley's Initials

Caltrans's Initials

San Bernardino Valley Audubon
Society's Initials

Residents for a Livable Moreno Valley's
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2. Except as set forth in this Agreement, RCTC and Caltrans release Petitioners and their respective owners, affiliates, members, council members, commissioners, officers, employees, agents and attorneys from any and all claims, demands, liabilities, obligations, costs, expenses, fees, actions, and/or causes of action that RCTC and Caltrans have had or have as of the effective date of this Agreement arising out of, or connected to, the Litigation and the Projects, whether known, unknown or suspected.

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2. Except as set forth in this Agreement, RCTC and Caltrans release Petitioners and their respective owners, affiliates, members, council members, commissioners, officers, employees, agents and attorneys from any and all claims, demands, liabilities, obligations, costs, expenses, fees, actions, and/or causes of action that RCTC and Caltrans have had or have as of the effective date of this Agreement arising out of, or connected to, the Litigation and the Projects, whether known, unknown or suspected.

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San Jacinto Valley's Initials



Residents for a Livable Moreno Valley's
Initials

- K. **Amendments and Modifications.** This Agreement may only be amended or modified through writing executed by all the Parties.
- L. **Settlement, No Admissions by Parties.** Each of the Parties acknowledges that this Agreement relates to the avoidance of litigation and the preclusion of actions described above. The Parties, therefore, agree that this Agreement is not to be treated or construed, at any time or in any manner whatsoever, as an admission by any Party that any of the allegations in *Center for Biological Diversity et al. v Riverside County Transportation Commission*, California Court of Appeals, Fourth Appellate District Case No. E069277; *Center for Biological Diversity et al. v. Federal Highway Administration et al.*, Ninth Circuit Court of Appeals Case No. 17-56080; and *Center for Biological Diversity et al. v California Department of Transportation*, Riverside County Superior Court Case No. RIC 1607468 have merit.
- M. **Choice of Law and Choice of Forum.** This Agreement shall be deemed to have been executed and delivered within the State of California; the rights and obligations of the Parties hereunder shall be governed, construed and enforced in accordance with the laws of the State of California. The venue for any dispute arising from or related to this Agreement, its performance, and its interpretation shall be the Superior Court of California, County of Riverside.
- N. **Damages.** The Parties agree (i) that the performance of the obligations of this Agreement are paramount, (ii) that, in the event of a breach, monetary damages will provide inadequate relief, and (iii) that each may only seek equitable relief to enforce such obligations. The prevailing party in any such dispute may seek to recover attorney's fees and costs as available by law.
- O. **Authorized Signatory.** Each Party represents and warrants to each other Party that its signature to this Agreement has the authority to bind the Party, and this Agreement does in fact bind the Party.
- P. **Effective Date.** This Agreement is effective as of the effective date written in the first paragraph.
- Q. **Counterparts.** This Agreement may be executed in counterparts and when so executed by the Parties, shall become binding upon them and each such counterpart will be an original document.

[Signatures on Following Page]

June 21, 2018

Date

Anne Mayer
for Riverside County Transportation Commission
by Anne Mayer, Executive Director

Approved as to form:

Date

Michelle Ouellette, Legal Counsel
Best Best & Krieger LLP

Date

for California Department of Transportation
by John Bulinski, District Director

Approved as to form:

Date

Glenn B. Mueller
Assistant Chief Counsel

Date

for Center for Biological Diversity
by _____

Date

for Sierra Club
by _____

Date

for San Bernardino Valley Audubon Society
by _____

20 June 18

Date

Susan Nash
for Friends of the Northern San Jacinto Valley
by Susan Nash
Attorney for Friends of the Northern San Jacinto Valley

Date

for Residents for a Livable Moreno Valley
by _____

Date

for Riverside County Transportation Commission
by Anne Mayer, Executive Director

Approved as to form:

6/22/2018

Date



Michelle Ouellette, Legal Counsel
Best Best & Krieger LLP

Date

for California Department of Transportation
by John Bulinski, District Director

Approved as to form:

Date

Glenn B. Mueller
Assistant Chief Counsel

Date

for Center for Biological Diversity
by

Date

for Sierra Club
by

Date

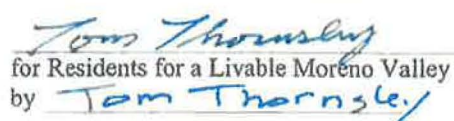
for San Bernardino Valley Audubon Society
by

Date

for Friends of the Northern San Jacinto Valley
by

6/20/18

Date



for Residents for a Livable Moreno Valley
by Tom Thornley

Date

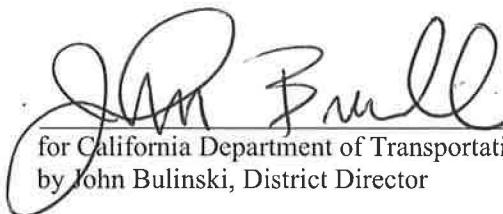
for Riverside County Transportation Commission
by Anne Mayer, Executive Director

Approved as to form:

Date

Michelle Ouellette, Legal Counsel
Best Best & Krieger LLP


6/29/18
Date



for California Department of Transportation
by John Bulinski, District Director

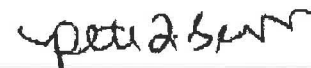
Approved as to form:

6-25-2018
Date



Glenn B. Mueller
Assistant Chief Counsel

June 19, 2018
Date




for Center for Biological Diversity
by Peter Galvin, Director of Programs

Date

for Sierra Club
by _____

June 18, 2018
Date



for San Bernardino Valley Audubon Society
by Drew Feldmann, Conservation Chair

Date

for Friends of the Northern San Jacinto Valley
by _____

Date

for Residents for a Livable Moreno Valley
by _____

Date

for Riverside County Transportation Commission
by Anne Mayer, Executive Director

Approved as to form:

Date

Michelle Ouellette, Legal Counsel
Best Best & Krieger LLP

Date

for California Department of Transportation
by John Bulinski, District Director

Approved as to form:


Date

Glenn B. Mueller
Assistant Chief Counsel

Date

for Center for Biological Diversity
by _____

June 18, 2018
Date


for Sierra Club
by Mary Ann Ruiz, San Geronimo Chapter Chair

Date

for San Bernardino Valley Audubon Society
by _____

Date

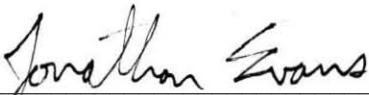
for Friends of the Northern San Jacinto Valley
by _____

Date

for Residents for a Livable Moreno Valley
by _____

Approved as to form:

June 15, 2018
Date



Jonathan Evans, Senior Attorney
Center for Biological Diversity

EXHIBIT A

EXHIBIT A

1. RCTC shall provide up to \$1,875,000 of funding for the installation of sound windows or other sound insulation, and installation of air filtration devices to qualified owners of residential properties located adjacent to, and affected by, the Projects, as defined below in subsection 1(a). Funding for sound windows or other sound insulation and/or air filtration devices shall be made available to property owners by RCTC up to a maximum amount of \$7,500 per residence on a first come, first served basis. No recipient of this money shall be required to grant an easement as a condition for receiving any of the funds. RCTC shall notify the owners of qualified residential properties defined in subsection 1(a) of the available funding by mail at least twice: once no later than ground breaking for each construction contract for the Projects (as depicted on Attachment 1) and once at the initiation of major construction activity noticeable to the community for that same construction contract. RCTC shall make the funding available for a period of two years after the first notice is sent and not less than one year after the second notice is sent. RCTC shall inform Petitioners annually of the number of homes participating in the program and provide public notices associated with this paragraph to Petitioners. The anticipated sequence of construction contracts for components of the Projects is depicted on Attachment 1. To the extent such funding is not exhausted at the conclusion of the two-year period for the final component of the Projects, then within a reasonable period of time after that final two-years has expired and at Petitioners' written request, RCTC shall put the remaining funds into the Conservation Land Fund described in paragraph 4, to be used according to the provisions of that Fund.
 - a) Homes within 500 feet of the right of way of one of the Projects shall be eligible to receive funding for both air filtration devices and sound insulation up to a maximum amount of \$7,500 per home. For sound insulation that results in window replacement, funding shall prioritize window replacement on the portion of the homes facing the Projects. Homes between 500 feet and 1,000 feet of the right of way of one of the Projects shall only be eligible for funding for air filtration devices, also up to a maximum of \$7,500 per home.
2. RCTC shall provide a total of not more than \$360,000 for the installation, maintenance, and repair of air filtration systems and public health programs for the schools affected by the Projects, with priority given to schools within the closest proximity to the Projects including, but not limited to, the following: Val Verde Elementary School, Sierra Vista Elementary School, and Lakeside Middle School in Perris; and Bear Valley Elementary School in Moreno Valley. Priority for funding shall be given to schools within the closest proximity to the Projects and shall also take into account the quality of the proposal from the school district, as determined by RCTC. Outreach to the affected school districts shall commence no later than advertising for the construction bid for the first component of construction for the Projects. To the extent such funding is not exhausted within three years from commencement of construction for the Projects, then at Petitioners' written request, RCTC shall submit the remaining funding to an appropriate school district(s) to be used for replacement and maintenance of the air filtration systems, as determined by RCTC. RCTC shall inform Petitioners of the details regarding the funding allocated as part of this paragraph including, but not limited to, the initiation of outreach to schools,

the schools that participate, the projects that are funded, the funds allocated per project, and the notices provided to schools.

3. RCTC shall provide up to \$50,000 to the City of Perris for landscape and hardscape improvements to the vacant City-owned 2.3 acre parcel adjacent to Paragon Park, and to enlarge the park, if acceptable to the City of Perris. At the discretion of the City of Perris, funding shall prioritize benefits for community recreation, wildlife habitat value, and reducing air and noise pollution, including, but not limited to, drought tolerant landscaping such as trees, bushes, and native vegetation that can block or absorb air and noise pollution or a community garden with plots to produce fruit, vegetables, and/or plants. RCTC shall inform Petitioners of the notice provided to the City of Perris and outcome of the funding. To the extent such funding is not exhausted for these express purposes within three years from commencement of construction for the Mid County Parkway, at Petitioners' written request, RCTC shall place the remaining funding into the Conservation Land Fund described in paragraph 4, to be used according to the provisions of those funds.
4. RCTC shall provide \$5,265,000 to the Western Riverside County Regional Conservation Authority ("RCA") to be used for the acquisition of habitat in fee title or conservation easements ("Habitat") within the area designated for acquisition on Attachment 2 ("Conservation Land Fund") to benefit the Reserve Assembly requirements of the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP"). The Habitat acquisitions in Attachment 2 shall contribute to the expansion of the San Jacinto Wildlife Area, Proposed Constrained Linkage 20, Existing Core H, and/or the western edge of Proposed Core 3 (facing Moreno Valley and the San Jacinto Valley) as designated in the MSHCP.
 - a) The Conservation Land Fund shall be provided to the RCA no later than advertisement of construction bid documents for the first component of the Projects. Prior to making purchase offers on acreage from willing sellers within the area depicted on Attachment 2, the RCA shall notify RCTC and Petitioners of general priorities and opportunities for Habitat acquisitions to receive any input regarding such acquisitions in order to benefit the conservation value of Habitat acquisitions and neighboring wildlife preserves, including the San Jacinto Wildlife Area. However, the Parties agree that decisions concerning Habitat acquisition is solely at RCA and RCTC's discretion, subject to the terms of the Settlement Agreement. RCTC and the RCA will review and consider proposals for acquisition within Attachment 2 that are provided by Petitioners in coordination with willing land owners. RCA will consult with the California Department of Fish and Wildlife ("CDFW") to receive input on which properties could best benefit the San Jacinto Wildlife Area. In order to provide ecological and economic benefits of contiguous habitat management, reduce management costs for RCA, and coordinate funding opportunities for similar projects provided by the California Wildlife Conservation Board and CDFW, Habitat acquisitions in Attachment 2 shall prioritize long term ownership and management by the CDFW in perpetuity as part of the MSHCP Reserve to benefit the San Jacinto Wildlife

Area. The RCA shall prioritize acquisitions of the Habitat and all Habitat acquisitions will benefit the Reserve Assembly goals of the MSCHP.

- b) To the extent such funding is not exhausted within five years of receipt, then RCTC will notify Petitioners and within six months after that period and at Petitioners' written request to RCTC, the funding shall be made available to another entity that is mutually acceptable to the Parties of this Agreement and the RCA for a period of five years to acquire Habitat designated for acquisition in Attachment 2. Any such property must count as Additional Reserve Land, as determined by the RCA in consultation with the Wildlife Agencies, and at the request of the RCA would be donated at no cost to the RCA within sixty (60) days of acquisition. The Parties agree that the Conservation Land Fund is to be used for the acquisition of Additional Reserve Land as defined by the MSHCP. The Parties agree that mutually acceptable groups include, but are not limited to the Riverside Lands Conservancy, Trust for Public Land, the California Wildlife Conservation Board, and CDFW. Any funds remaining in the Conservation Land Fund after ten years shall be provided to the RCA to benefit the ecological integrity of lands designated for conservation priority under the MSHCP within the Lakeview/Nuevo and San Jacinto Valley Area Plans. RCTC shall annually inform Petitioners of the details regarding the funding allocated as part of this section including, but not limited to, the notices and outreach to landowners, parcels acquired, purchase price per parcel, entity that owns and manages parcels acquired via this fund, and any remaining funding in the Conservation Land Fund.
5. In addition to the above funding for Habitat designated for acquisition in Attachment 2 via the Conservation Land Fund, RCTC shall also provide \$8,000,000 to be used by RCTC to acquire approximately 70 acres of habitat that has been identified as priority for acquisition within MSHCP criteria cells 3891 and 4007, and has been documented as containing several Endangered Species Act listed species. RCTC shall donate the acquired land to RCA. RCTC shall place any money not used for acquisition of the approximately 70 acres of habitat described in this paragraph into the Conservation Land Fund described in paragraph 4, to be used according to the provisions of that paragraph.
6. During construction of the Mid County Parkway, RCTC shall widen Redlands Avenue and associated bridges within the limits of the Mid County Parkway Project before the end of the construction contract for the associated phase of the Mid County Parkway to allow for a pedestrian/bicycle trail and landscaping/hardscaping improvements to enhance non-vehicular mobility that is separated from vehicular traffic.
7. In the event that the Mid County Parkway eliminates or substantially limits access to the intersection of Ramona Expressway and Davis Road, RCTC shall ensure continuous and unobstructed access to the San Jacinto Wildlife Area along a reasonable route that does not diminish access below what is currently available. RCTC shall provide notice to the public and Petitioners of any changes in access to the San Jacinto Wildlife Area as a result of construction or operation of the Project and how continuous and unobstructed access shall be maintained.

8. The Mid County Parkway Project will eliminate at least one of the following proposed interchanges: Town Center Boulevard or Park Center Boulevard, provided those intersections are not required by the County General Plan in effect at the time of design of the applicable Project component and/or development that is consistent with the existing County General Plan.
9. RCTC shall construct, cause to be constructed or make available for public use at least two and up to six Park N Ride lots in the vicinity of the Projects.
10. As RCTC provides funding for future bus replacements in Riverside County, it shall only provide funding for buses that comply with the California Air Resources Board Truck and Bus Regulation standards or similar AQMD certification standards regarding zero or near-zero emissions to increase the market penetration of these technologies.
11. RCTC shall release a Request for Proposal (“RFP”) for solar panel installation at Perris Valley Line stations at South Perris and March Field/Moreno Valley stations. Subject to RCTC policy, RCTC shall enter into contracts to implement such installations and shall use best efforts to ensure that such installations generate photovoltaic energy at the South Perris and March Field/Moreno Valley stations within five years of the execution of this Agreement. In the event that RCTC is not able to enter into such contracts and complete installation of solar panel installation at the South Perris and March Field/Moreno Valley stations, \$1,200,000 will be used to implement and maintain solar panel installations for other RCTC projects within seven years of the execution of this Agreement. To the extent such funding is not exhausted within seven years of the execution of this Agreement, RCTC shall put the remaining funding into the Conservation Land Fund described in paragraph 4, to be used according to the provisions of that paragraph. RCTC shall annually inform Petitioners of the details regarding the funding allocated as part of this paragraph including, but not limited to, the steps taken to implement the installations, funding allocated for installation of photovoltaic energy, locations of photovoltaic energy installations, costs per contract, and kilowatt hours, or equivalent, of energy produced.
12. RCTC shall complete a thorough examination of future rail development for Riverside County with a priority on adding service to reduce Vehicles Miles Traveled and serve locally based job centers in Riverside County with additional train runs and through the addition of reverse commute service on the Metrolink 91/Perris Valley Line and Inland Empire-Orange County Lines within five years of execution of this Agreement. RCTC will also evaluate the future need for the development of the planned Ramona Station on the Perris Valley Line prior to the full build out of the Mid County Parkway. RCTC shall provide Petitioners a summary of the findings resulting from the examination completed in accordance with this paragraph.
13. RCTC shall examine, support, and provide funding to those entities that provide financial incentives and opportunities for residents near the Projects to use public transit or form vanpools. This support, which must comply with state and federal law, would be offered for 2 years in conjunction with each Project component, and shall include discount fares or subsidies for leasing vans for vanpools, and discounted public transit passes and fares.

RCTC shall provide Petitioners a summary of the financial incentives or opportunities provided as part of this paragraph not less than every two years.

14. Subject to all laws, policies, and design standards, as part of the State Route 60 Truck Climbing Lanes Project, RCTC and Caltrans shall provide the safety measures to reduce vehicle accidents as outlined in Attachment 3. RCTC and Caltrans have coordinated and consulted to ensure that the measures outlined in Attachment 3 are currently in accordance with applicable laws, policies, and design standards.
15. Prior to the completion of construction of the Mid County Parkway, RCTC shall implement wildlife undercrossings for the Mid County Parkway consistent with the Final Environmental Impact Report/Environmental Impact Statement and Final Section 4(f) Evaluation—including the MSHCP Consistency Determination and Determination of Biologically Equivalent or Superior Preservation and addendums thereof—that were approved for the Mid County Parkway as part of RCTC’s April 2015 and/or FHWA’s August 2015 approval. RCTC shall provide the wildlife fencing plan to the Petitioners prior to construction.
16. Prior to the completion of construction of the State Route 60 Truck Lane Project, RCTC and Caltrans shall implement wildlife undercrossings and wildlife fencing for the State Route 60 Truck Lanes Project consistent with the State Route 60 Truck Lanes Project Initial Study with Mitigated Negative Declaration/Environmental Assessment with Finding of No Significant Impact approved by Caltrans in May 2016, as outlined in Attachment 4. Additionally, the two large (20 feet by 20 feet) reinforced concrete box culverts shall be soft bottomed to benefit large species identified under the MSHCP. RCTC shall implement the wildlife fencing contained within the project plans. RCTC shall provide the wildlife fencing plan to the Petitioners prior to construction.
17. Consistent with the terms of the Settlement Agreement, RCTC will pay \$250,000 to address any and all legal fees and costs associated with litigation surrounding the Projects.
18. Prior to construction, RCTC shall notify Petitioners of permits issued in Table 2.7.A of the Final Environmental Impact Report/Environmental Impact Statement and Final Section 4(f) Evaluation for the Mid County Parkway and Table 1-9 the State Route 60 Truck Lanes Project Initial Study with Mitigated Negative Declaration/Environmental Assessment with Finding of No Significant Impact. RCTC shall provide copies of those permits upon request.

Attachment 1 to Exhibit A

The Mid County Parkway may be constructed at one time or in multiple construction contracts. If in multiple construction contracts, a potential phasing plan is outlined in the Final Environmental Impact Report/ Environmental Impact Statement and Final Section 4(f) Evaluation.

Construction of the State Route 60 Truck Lanes Project is anticipated to take place at one time as outlined in the construction staging plan in the Initial Study with Proposed Mitigated Negative Declaration / Environmental Assessment with Finding of No Significant Impact.


The sequence of major events for implementation of construction projects after environmental approval is generally as follows:


1. Final Design, acquisition of right-of-way, and relocation of utilities
2. Construction contract is advertised
3. Bids are opened
4. Bids are analyzed, bonds, insurance, other documents are checked
5. Construction contract is awarded
6. Pre-construction period when contractor prepares and submits many plans, documents
7. Letters will be sent to residential property owners who are eligible for funding per section 1(a) of Exhibit A of the settlement agreement, notifying them of eligibility and the process for obtaining funds*
8. Contractor begins physical construction
9. Second letter required to be sent to residential property owners who are eligible for funding per section 1(a) of the settlement agreement, notifying them of eligibility and the process for obtaining funds, after groundbreaking and major construction activity noticeable to the community in which the residence lies.*


*Steps required by settlement agreement.


Legend


 Potential acquisition area

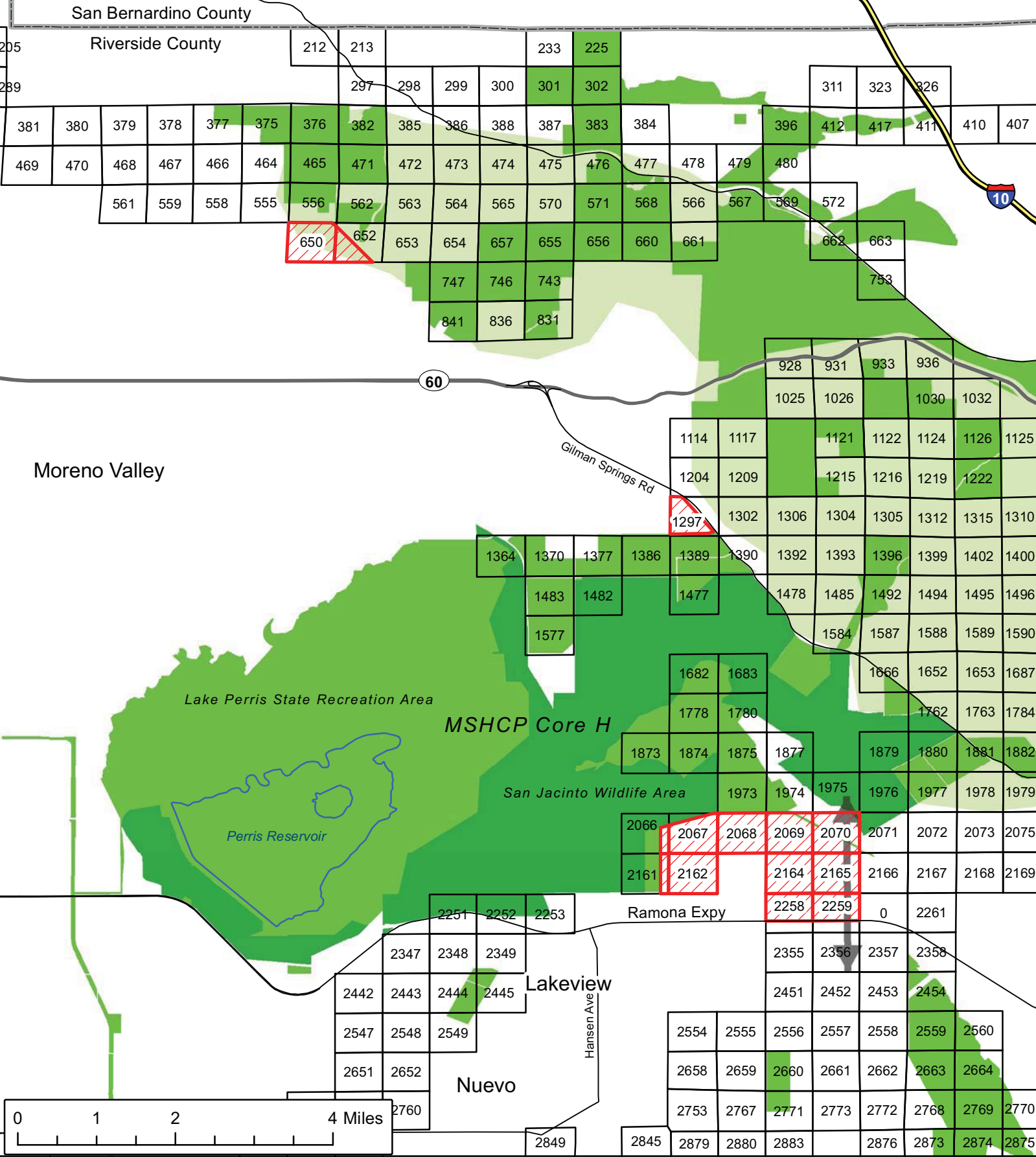
 San Jacinto Wildlife Area

 Conserved lands

 Criteria cells

 MSHCP proposed core 3

 MSHCP proposed linkage 20



Attachment 3 to Exhibit A

Safety Measures- State Route 60 Truck Lanes Project

Subject to all laws, policies, and design standards, RCTC and Caltrans (as designated) shall be responsible to implement the following safety measures:

1. RCTC will be responsible to install a median barrier.
2. RCTC will be responsible to shift the horizontal alignment and vertical profile of the roadway to improve stopping sight distances.
3. RCTC will be responsible to improve the roadway's curve radius.
4. RCTC will be responsible to create a 10' inside shoulder.
5. RCTC will be responsible to create a 12' outside shoulder.
6. RCTC will be responsible to add a new 14' truck lane.
7. RCTC will be responsible to install a minimum of two overhead, illuminated signs in each direction restricting trucks to the right lane and indicating that slower moving vehicles are to use the right lane.
8. RCTC will be responsible to stripe lanes with highly reflective thermoplastic and install an 8" solid white stripe separating the truck lane from other lanes of traffic.
9. RCTC will be responsible to create "TRUCK LANE" pavement markers every mile.
10. RCTC will be responsible to install "Trucks use right lane" signs and "Slow Vehicle/Trucks 55 mph" signs.
11. RCTC will be responsible to install reflective markers on the median barrier and where appropriate on lane and roadway edges
12. RCTC will be responsible to install a solar-operated electronic sign in each direction to demonstrate vehicle speeds.
13. RCTC will be responsible to install signs noting "Emergency Parking Only" every ½ mile and at pullouts that are likely to be used by semi-trucks.
14. RCTC will be responsible to install signs noting 55 mph speed for trucks and 65 mph speeds for cars.
15. RCTC will be responsible to install signs noting speed reductions if there are design exceptions that warrant a reduced speed.
16. RCTC will be responsible to install rumble strips.
17. RCTC will be responsible to install lane line delineators at a closer spacing at curves.
18. Caltrans will be responsible to provide post-project accident rates and data upon request.
19. Caltrans will be responsible to maintain all signs, lanes, shoulders, and other traffic control devices listed above in this Attachment 3 to Exhibit A.

SR 60 TCL Wildlife Crossings Summary									
Item	PostMile	Station	H (Ft)	W (Ft)	Dia (in)	Length (Ft)	Openess Ratio	Type	Cost
1*	22.5	548+00			36	453		APC	
2	22.60	551+50	5'6"	6'4"		248		RCP arch culvert	
3	23.14	580+20	6'4"	7'8"		318		RCP arch culvert	
4	23.52	600+30	6'4"	7'8"		384		RCP arch culvert	
5	23.90	620+95			24	268		CMP	
6*	23.91	621+10			60	221		ACP	
7	24.00	626+20			30	237		CMP	
8	24.1	631+60			36	234		CMP	
9*	24.12	632+10			36	222		ACP	
10	24.29	639+50			36	300		CMP	
11*	24.53	654+00	20	20		201	0.6	RCB	
12	24.55	654+80			48	700		CMP	
13	24.7	660+95			36	528		APC	
14*	24.76	665+95			36	297		APC	
15*	25.68	714+30			60	190		RCP	
16*	25.77	719+35			36	169			
17	25.79	720+40			36	237		CMP	
18	25.92	727+10			36	192		CMP	
19	26.01	732+05			24	287		CMP	
20*	26.08	735+00	20	20		202	0.6	RCB	
21	26.29	746+90			30	252		CMP	
22	26.36	750+60			36	208		CMP	
23*	26.46	756+05			60	204		CMP	

 Indicates existing drainage modified for wildlife usage

 Indicates a new wildlife crossing

APC - Alternative Pipe Culvert, Contractor selects material type

CMP-Corrugated Metal Pipe

RCB- Reinforced Concrete Box

*Dry Crossing

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AGREEMENT

This Agreement ("Agreement") dated and made effective as of June 29, 2018, is entered into by, between, and among the Center for Biological Diversity, Sierra Club, San Bernardino Valley Audubon Society, Friends of the Northern San Jacinto Valley, and Residents for a Livable Moreno Valley (collectively, the "Petitioners"); the Riverside County Transportation Commission ("RCTC"), and the Western Riverside County Regional Conservation Authority ("RCA"), each of whom shall be referred to individually as a "Party" or collectively as the "Parties" in this Agreement.

It is the intent of the Parties that this Agreement shall establish the terms for implementation of a component of the full and complete settlement agreement ("Master Settlement Agreement") of all claims and actions raised in *Center for Biological Diversity, et al. v. Riverside County Transportation Commission* (Riverside County Superior Court Case No. 1505449; California Court of Appeal, 4th District, Division 2, Case No. E069277); *Center for Biological Diversity, et al. v. Federal Highway Administration, et al.* (C.D. Cal. Case No. 5:16-CV-00133; Ninth Circuit Court of Appeals Case No. 17-56080); and *Center for Biological Diversity, et al. v. California Department of Transportation et al.* (Riverside County Superior Court Case No. 1607468) (collectively, the "Litigation"), or that could be raised in those cases or in connection with any other past or future approval of the Mid County Parkway Project ("MCP") or the State Route 60 Truck Lanes Project ("SR-60") (collectively, the "Projects"), and/or the environmental review performed for the Projects under the California Environmental Quality Act ("CEQA"), the National Environmental Policy Act ("NEPA"), the Department of Transportation Act, or any other law.

I. RECITALS

A. MCP

1. As set forth more fully in the combined Environmental Impact Report/Environmental Impact Statement ("EIR/EIS"), the MCP is a freeway infrastructure project in Riverside County between the cities of Perris in the west and San Jacinto in the east.

2. The MCP is a joint project proposed by the Federal Highway Administration ("FHWA"), RCTC, and Caltrans, which conducted an environmental analysis of the project under CEQA and NEPA through the preparation of a combined EIR/EIS. RCTC approved the MCP on April 8, 2015, and FHWA issued a Record of Decision on August 17, 2015.

3. On May 7, 2015, some of the Petitioners filed a Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief in Riverside County Superior Court challenging approval of the MCP under CEQA. On August 8, 2017, Riverside County Superior Court Judge Sharon Waters filed a judgment in favor of respondent RCTC. On October 10, 2017, that decision was

appealed to the California State Court of Appeals, 4th Appellate District, Division 2.

4. On January 22, 2016, some of the Petitioners filed a case in United States District Court for the Central District of California. On May 31, 2017, the Honorable George Wu entered a judgment in favor of FHWA and RCTC for all causes of action. On July 28, 2017, the judgment was appealed to the Ninth Circuit Court of Appeals.

B. SR-60

1. As set forth more fully in the Mitigated Negative Declaration (“MND”), the SR-60 project is a safety project in unincorporated Riverside County between the cities of Moreno Valley in the west and Beaumont in the east.

2. In June 2014, Caltrans, the lead agency for CEQA and NEPA review of the SR-60 project, issued a draft initial study and MND. Caltrans issued a Recirculated initial study and MND in October 2015, and adopted the Recirculated MND on May 16, 2016.

3. On June 16, 2016, some of the Petitioners filed a challenge to Caltrans’s CEQA review of the SR-60 project. The case has been fully briefed, and a hearing on the merits is pending finalization of settlement discussions.

C. The Parties have agreed to use this Agreement to implement an agreed-upon component of the Master Settlement Agreement covering all claims that have been asserted or that could be asserted by the Parties in the Litigation, or in any future disputes, claims, or actions, in relation to the Projects as specified in the Master Settlement Agreement.

D. The Parties agree that this Agreement is entered into with the goal of implementing the Master Settlement Agreement’s terms that are required to be undertaken by the RCA.

II. TERMS

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. **The Parties’ Obligations.** RCA shall implement the terms and actions set forth in Paragraphs 4 and 5 and Attachment 2 of Exhibit “A” to the Master Settlement Agreement. Specifically, Paragraphs 4 and 5 state the following:

4. RCTC shall provide \$5,265,000 to the Western Riverside County Regional Conservation Authority (“RCA”) to be used for the acquisition of habitat in fee title or conservation easements (“Habitat”) within the area designated for acquisition on Attachment 2 (“Conservation Land Fund”) to benefit the Reserve Assembly requirements

of the Western Riverside County Multiple Species Habitat Conservation Plan (“MSHCP”). The Habitat acquisitions in Attachment 2 shall contribute to the expansion of the San Jacinto Wildlife Area, Proposed Constrained Linkage 20, Existing Core H, and/or the western edge of Proposed Core 3 (facing Moreno Valley and the San Jacinto Valley) as designated in the MSHCP.

a) The Conservation Land Fund shall be provided to the RCA no later than advertisement of construction bid documents for the first component of the Projects. Prior to making purchase offers on acreage from willing sellers within the area depicted on Attachment 2, the RCA shall notify RCTC and Petitioners of general priorities and opportunities for Habitat acquisitions to receive any input regarding such acquisitions in order to benefit the conservation value of Habitat acquisitions and neighboring wildlife preserves, including the San Jacinto Wildlife Area. However, the Parties agree that decisions concerning Habitat acquisition is solely at RCA and RCTC’s discretion, subject to the terms of the Settlement Agreement. RCTC and the RCA will review and consider proposals for acquisition within Attachment 2 that are provided by Petitioners in coordination with willing land owners. RCA will consult with the California Department of Fish and Wildlife (“CDFW”) to receive input on which properties could best benefit the San Jacinto Wildlife Area. In order to provide ecological and economic benefits of contiguous habitat management, reduce management costs for RCA, and coordinate funding opportunities for similar projects provided by the California Wildlife Conservation Board and CDFW, Habitat acquisitions in Attachment 2 shall prioritize long term ownership and management by the CDFW in perpetuity as part of the MSHCP Reserve to benefit the San Jacinto Wildlife Area. The RCA shall prioritize acquisitions of the Habitat and all Habitat acquisitions will benefit the Reserve Assembly goals of the MSCHP.

b) To the extent such funding is not exhausted within five years of receipt, then RCTC will notify Petitioners and within six months after that period and at Petitioners’ written request to RCTC, the funding shall be made available to another entity that is mutually acceptable to the Parties of this Agreement and the RCA for a period of five years to acquire Habitat designated for acquisition in Attachment 2. Any such property must count as Additional Reserve Land, as determined by the RCA in consultation with the Wildlife Agencies, and at the request of the RCA would be donated at no cost to the RCA within sixty (60) days of acquisition. The Parties agree that the Conservation Land Fund is to be used for the acquisition of Additional Reserve Land as defined by the MSHCP. The Parties agree that mutually acceptable groups include, but are not limited to the Riverside Lands Conservancy, Trust for Public Land, the California Wildlife Conservation Board, and CDFW. Any funds remaining in the Conservation Land Fund after ten years shall be provided to the RCA to benefit the ecological integrity of lands designated for conservation priority under the MSHCP within the Lakeview/Nuevo and San Jacinto Valley Area Plans. On an annual basis, RCA shall prepare an accounting of the MSHCP funding obligations made by RCTC. RCTC shall annually inform Petitioners of the details regarding the funding allocated as part of this section including, but not limited to, the notices and outreach to landowners, parcels acquired, purchase price per parcel, entity that owns and manages parcels acquired via

this fund, and any remaining funding in the Conservation Land Fund.

5. In addition to the above funding for Habitat designated for acquisition in Attachment 2 via the Conservation Land Fund, RCTC shall also provide \$8,000,000 to be used by RCTC to acquire approximately 70 acres of habitat that has been identified as priority for acquisition within MSHCP criteria cells 3891 and 4007, and has been documented as containing several Endangered Species Act listed species. RCTC shall donate the acquired land to RCA. RCTC shall place any money not used for acquisition of the approximately 70 acres of habitat described in this paragraph into the Conservation Land Fund described in paragraph 4, to be used according to the provisions of that paragraph.

- B. Enforcement of Agreement.** No action for breach of this Agreement shall be brought or maintained until: (a) the non-breaching Party provides written notice to the breaching Party which explains with particularity the nature of the claimed breach, and (b) within thirty (30) days after receipt of said notice, the breaching Party fails to cure the claimed breach or, in the case of a claimed breach which cannot be reasonably remedied within a thirty (30) day period, the breaching Party fails to commence to cure the claimed breach within such thirty (30) day period, and thereafter diligently complete the activities reasonably necessary to remedy the claimed breach.
- C. Limits.** This Agreement shall not be construed as creating any right or benefit, substantive or procedural, enforceable at law or in equity, by any Party against RCTC or any of its governmental agencies, departments, political subdivisions or any other public entities other than those set forth herein.
- D. Notices.** Any notice or request required to be given to either Party under this Agreement shall be given in writing and shall be personally delivered or mailed by prepaid registered or certified mail and, where applicable, emailed to the addresses below:

Riverside County Transportation Commission	Attn: Executive Director Riverside County Transportation Commission 4080 Lemon Street, 3rd Floor P.O. Box 12008 Riverside, CA 92502-2208 Phone: (951) 787-7141
Western Riverside County Regional Conservation Authority	Attn: Executive Director 3403 Tenth Street #320 Riverside, CA 92501 Phone: (951) 955-9700

Center for Biological Diversity	<p>Attn: Jonathan Evans 1212 Broadway Suite 800 Oakland, CA 94612 tel: (510) 844-7100 x318 jevans@biologicaldiversity.org</p>
Sierra Club	<p>Sierra Club 2101 Webster St. Suite 1300 Oakland, CA. 94612 Attn: Aaron Isherwood, Coordinating Attorney Aaron.isherwood@sierraclub.org</p> <p>With copy to:</p> <p>Chapter Chair and/or Conservation Chair San Geronio Chapter Sierra Club P.O. Box 5425 Riverside, CA 92517</p> <p>Sierra Club, Moreno Valley Group Conservation Chair and/or Group Chair P.O. Box 1325 Moreno Valley, CA 92556-1325.</p>
San Bernardino Valley Audubon Society	<p>San Bernardino Valley Audubon Society P.O. Box 10973 San Bernardino, CA 92423-0973 Attn: Drew Feldmann, Conservation Committee drewf3@verizon.net</p>
Friends of the Northern San Jacinto Valley	<p>Friends of the Northern San Jacinto Valley P.O. Box 4266 Idyllwild CA 92549 Attn: Sue Nash, Attorney for Friends of the Northern San Jacinto Valley northfriends@northfriends.org</p>
Residents for a Livable Moreno Valley	<p>Residents for a Livable Moreno Valley P.O. Box 6195 Moreno Valley, California 92554</p>

Any address may be changed by providing written notice to all of the other parties.

Any communications required shall be given in writing and shall be personally delivered or mailed to those same addresses detailed above; registered or certified mail is unnecessary.

- E. **Entire Agreement.** The Parties acknowledge that this Agreement, including Exhibit A, Attachment 2, in conjunction with the Master Settlement Agreement, is signed and executed without reliance upon any other actual or implied promises, warranties or representations made by any of the Parties or by any representative of any of the Parties, other than those that are expressly contained within this Agreement and the Master Settlement Agreement.
- F. **Amendments and Modifications.** This Agreement may only be amended or modified through writing executed by all the Parties.
- G. **Settlement, No Admissions by Parties.** Each of the Parties acknowledges that this Agreement relates to the avoidance of litigation and the preclusion of actions described above. The Parties, therefore, agree that this Agreement is not to be treated or construed, at any time or in any manner whatsoever, as an admission by any Party that any of the allegations in the Litigation have merit.
- H. **Choice of Law and Choice of Forum.** This Agreement shall be deemed to have been executed and delivered within the State of California; the rights and obligations of the Parties hereunder shall be governed, construed and enforced in accordance with the laws of the State of California. The venue for any dispute arising from or related to this Agreement, its performance, and its interpretation shall be the Superior Court of California, County of Riverside.
- I. **Damages.** The Parties agree (i) that the performance of the obligations of this Agreement are paramount, (ii) that, in the event of a breach, monetary damages will provide inadequate relief, and (iii) that each may only seek equitable relief to enforce such obligations. The prevailing party in any such dispute may seek to recover attorney's fees and costs as available by law.
- J. **Authorized Signatory.** Each Party represents and warrants to each other Party that its signature to this Agreement has the authority to bind the Party, and this Agreement does in fact bind the Party.
- K. **Effective Date.** This Agreement is effective as of the effective date written in the first paragraph.
- L. **Counterparts.** This Agreement may be executed in counterparts and when so executed by the Parties, shall become binding upon them and each such counterpart will be an original document.

Dated: June 21, 2018

RIVERSIDE COUNTY TRANSPORTATION
COMMISSION, a public agency of the State
of California

By: 
Anne Mayer, Executive Director

Dated: _____

WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION
AUTHORITY, a public agency and a joint
powers authority

By: _____
Charles Landry, Executive Director


Dated: _____

CENTER FOR BIOLOGICAL DIVERSITY

By: _____

Dated: June 18, 2018

SIERRA CLUB

By: 
Mary Ann Ruiz, San Geronimo Chapter Chair

Dated: _____

SAN BERNARDINO VALLEY AUDUBON
SOCIETY

By: _____

Dated: _____

FRIENDS OF THE NORTHERN SAN
JACINTO VALLEY

By: _____

Dated: _____

RIVERSIDE COUNTY TRANSPORTATION
COMMISSION, a public agency of the State
of California

By: _____
Anne Mayer, Executive Director

Dated: 10-21-18

WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION
AUTHORITY, a public agency and a joint
powers authority

By: _____
Charles Landry, Executive Director

Dated: June 19, 2018

CENTER FOR BIOLOGICAL DIVERSITY

By: _____
Peter Galvin, Director of Programs

Dated: _____

SIERRA CLUB

By: _____

Dated: June 18, 2018

SAN BERNARDINO VALLEY AUDUBON
SOCIETY

By: _____
Drew Feldmann, Conservation Chair

Dated: _____

FRIENDS OF THE NORTHERN SAN
JACINTO VALLEY

By: _____

Dated: _____

RIVERSIDE COUNTY TRANSPORTATION
COMMISSION, a public agency of the State
of California

By: _____
Anne Mayer, Executive Director

Dated: _____

WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION
AUTHORITY, a public agency and a joint
powers authority

By: _____
Charles Landry, Executive Director

Dated: _____

CENTER FOR BIOLOGICAL DIVERSITY

By: _____

Dated: _____

SIERRA CLUB

By: _____

Dated: _____

SAN BERNARDINO VALLEY AUDUBON
SOCIETY

By: _____

Dated: 20 June 18

FRIENDS OF THE NORTHERN SAN
JACINTO VALLEY

By: Susan Nash
Susan Nash
Attorney for Friends of the
Northern San Jacinto Valley

Dated: 6/20/18

RESIDENTS FOR A LIVABLE MORENO
VALLEY

By: Tom Thornsley
Tom Thornsley

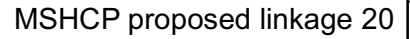
Potential acquisition area



San Jacinto Wildlife Area



Conserved lands



Riverside County

Moreno Valley

Lake Perris State Recreation Area

MSHCP Core H

San Jacinto Wildlife Area

Ramona Expy

Lakeview

Nuevo

