

Appendix S-2

2003 Settlement Agreement

**SETTLEMENT AND GENERAL RELEASE AGREEMENT
FOR DEVELOPMENT OF MARCH BUSINESS CENTER
WITHIN THE
MARCH JOINT POWERS AUTHORITY**

This SETTLEMENT AND GENERAL RELEASE AGREEMENT ("Agreement") is made on the Effective Date defined herein and is by, between and among the MARCH JOINT POWERS AUTHORITY ("March JPA"), the CENTER FOR COMMUNITY ACTION AND ENVIRONMENTAL JUSTICE ("CCA EJ"), COMMUNITY ALLIANCE FOR RIVERSIDE'S ECONOMY & ENVIRONMENT ("CAREE") and LNR RIVERSIDE, LLC ("LNR"). March JPA, CCA EJ, CAREE and LNR are sometimes hereinafter individually referred to as a "Party" and collectively as the "Parties." CCA EJ and CAREE are referred to collectively as the "Petitioners."

RECITALS

- A. March JPA is a joint powers authority created pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with section 6500) of the Government Code composed of the member entities of the County of Riverside, the City of Riverside, the City of Moreno Valley; and the City of Perris.
- B. CCA EJ is a non profit, environmental health and justice organization headquartered in Glen Avon, California, and serving the communities and residents of Riverside and San Bernardino Counties.
- C. CAREE is an Associate Member of CCA EJ and is comprised of residents in the immediate vicinity of the March Business Center.
- D. LNR is the master developer of the 1,290-acre March Business Center development identified in exhibit "A" and a limited liability company authorized to do business in the State of California and the County of Riverside.
- E. On or about March 21, 2003, CCA EJ and CAREE filed a legal action in the Superior Court of California, County of Riverside, Case No. INCR390628 (the "Action"), challenging March JPA's approval of General Plan Amendment 02-01, Specific Plan Amendment 02-01, Tentative Tract Map 30857, and March JPA's certification of the March Business Center Final Focused Environmental Impact Report in February of 2003 (collectively the "Approvals") for the development of the 1,290-acre March Business Center as identified in Exhibit "A" (the "Project") by LNR. The Action alleges a violation of the California Environmental Quality Act ("CEQA") by March JPA in granting the Approvals.

F. Pursuant to a Memorandum of Understanding ("MOU") entered into by the Parties on or about August 22, 2003, which is attached hereto as Exhibit "B," this Agreement provides for the dismissal of the Action with prejudice and allows for the development of the Project consistent with the objectives of March JPA and subject to the terms described herein.

DEFINITION

For the purposes of this Agreement, "Logistics Warehouse" is defined as any structure over 500,000 square feet that is designed to have more than 95% of its ground floor area dedicated to the storage of finished goods that are received at the facility specifically to be stored for a time and then shipped to various locales. The balance of the space is typically ancillary administrative offices and restrooms. Typically the facility would have at least one dock high truck loading door per 8,000 SF of space. Typically the structure has an interior clear height of 28' or greater to accommodate high pile rack storage. The facility is occupied by one tenant. The facility generally employs on site less than one person per every 3,000 SF of space.

Activities typically include: wholesale, storage and warehousing services, storage and wholesaling to retailers and consumers from the premises of finished goods and food products, distribution facilities for large scale retail firms, and logistics operations serving inventory fulfillment and 3rd party fulfillment. Typically, no assembly or value added processes occur at the facility.

SETTLEMENT AND GENERAL RELEASE AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein, the Parties agree as follows:

1. Each recital set forth above is incorporated herein by this reference and made a part of the Agreement.

2. SETTLEMENT TERMS

To the greatest extent feasible and subject to the limitations on the Parties respective legal capacities, the Parties shall endeavor to implement the following provisions with respect to the Project:

2.1 Reduction in Semi-Truck Emissions

2.1.1 All semi trucks to use only low sulfur fuel after 2006, reducing particulate emissions by 15%, as required by the State of California.

2.1.2 All new semi-trucks registered within the state of California shall have particulate traps for model years 2006 and after, as required by the State of California (85% reduction in particulates).

2.1.3 All new semi-trucks sold in the United States to have reduced PM emissions through use of particulate traps starting in 2007 as required by the U.S. EPA (85% reduction in particulates).

2.1.4 March JPA to research and prepare an ordinance for limited semi truck idling time to include posting of signs and levying of fines for all semi trucks within March Joint Powers Authority.

2.2 Business Park to facilitate use of Bio Diesel and Alternate Fuels

2.2.1 March JPA and LNR to cooperate and partner with AQMD to encourage bio diesel, propane and CNG/LNG use within the Project.

2.2.2 March JPA and LNR to pursue Carl Moyer Grants to assist businesses in using new technology for clean burning vehicles.

2.2.3 March JPA and LNR will pursue Carl Moyer Grants specifically for '95 and newer semi-trucks within Logistic Warehouse fleets to modify semi trucks to clean burning vehicles by use of particulate traps, CNG/LNG, bio diesel or other emerging clean air technology.

2.2.4 March JPA and LNR to pursue natural gas and bio diesel fueling infrastructure within the Project or within the March Joint Powers Authority within 6 months of the issuance of the certificate of occupancy for the first Logistic Warehouse. To facilitate development of the facility, March JPA and LNR will explore use of public incentive funding available through California Mobile Source Reduction Committee and AQMD Clean Fuels Funding.

2.2.5 LNR shall cause to be developed a low-sulfur fueling facility within the Project or within the March Joint Powers Authority within six months of the issuance of the certificate of occupancy for the first Logistic Warehouse. Incentives are to be provided by LNR to bring low sulfur fuel prices to non-clean market levels through voucher and/or validation system for Project Logistic Warehouse facilities. Low-sulfur fuel to be available for all other users, including through-traffic on I-215, however incentives are not required by LNR to subsidize other users.

2.2.6 LNR will use best efforts to encourage the low bidders to utilize clean burning bio-diesel and/or low sulfur diesel fuel for grading and earthmoving equipment during the mass grading process.

2.3 Assure attractive development and views from Orangecrest

2.3.1 March JPA shall adopt architectural design guidelines for all development within the Project. The draft architectural design guidelines shall be routed to CAREE representatives for review and comment prior to placing the final guidelines on the Joint Powers Commission agenda for consideration and approval.

2.3.2 March JPA shall require a 15' landscape buffer on Project development between the existing Orangecrest residential neighborhood and the Project within the north campus.

2.3.3 March JPA shall prepare a resolution for the appointment of Frank Schiavone to the March Business Center Implementation Committee and such resolution to the Joint Powers Commission for consideration and approval.

2.4 Land Use Provisions

2.4.1 Parties agree that in order to effectuate land use objectives, that LNR will analyze the potential of shifting approximately 16 acres within the north campus from the west side of "Z" Street to the east side of "Z" Street, with the acreage to be shifted primarily from lots 54, 55 and 56.

2.4.2 Parties agree that no land use meeting the description of Logistics Warehouse, will be developed on lots 54, 55 and 56 as identified in the Approvals, or within the Industrial area west of "Z" street if these lots are modified to realign "Z" Street.

2.4.3 Parties agree that any logistic facilities located in the south campus shall first occur on lots 78, 79, 80, and 81 as identified in the approved Tentative Map.

2.4.4 Parties agree that it is assumed that lots 16, 17 and 18 within the south campus will not be developed for Logistic Warehouses. If circumstances do not allow non-Logistic Warehouses to develop on lots 16, 17, and 18, LNR may pursue the use of these lots for Logistic Warehouse uses, subject to these uses being approved at a public hearing of March JPA, and subject to the Logistic Warehouses incorporating clean fuel fleets.

2.5 Limit trucks on Van Buren and Alessandro Boulevard (to the extent that it is within the power of these Parties to do so, as to Alessandro Boulevard).

2.5.1 LNR shall create a truck route plan to require all truck traffic to travel within the development directly east to I-215.

2.5.2 LNR and Authority shall post truck route signs along JPA roads to discourage use of Van Buren Boulevard and Alessandro (to the extent that it is within the power of these Parties to do so, as to Alessandro) as a truck route.

2.5.3 LNR shall construct physical constraints within March JPA to prohibit truck movements heading west on Van Buren Boulevard but permitting cars, subject to March JPA approval.

2.5.4 March JPA shall require approval of Traffic Demand Management plan for each business to include posting of the approved truck route plan within all businesses and prohibition of through truck traffic west of Barton on Van Buren and Alessandro (to the extent that it is within the power of these Parties to do so, as to Alessandro) .

2.5.5 March JPA shall work with Assemblyman Benoit's office, City of Riverside officials, County of Riverside officials and other appropriate agencies to redesignate Van Buren Boulevard and Alessandro Boulevard (to the extent that it is within the power of these Parties to do so, as to Alessandro) west of the March JPA planning area for no through truck traffic.

2.6 Provide Public Amenities

2.6.1 March JPA shall provide for active recreation in the form of a community park. The park is to consist of 48-acres initially with potential expansion to 60-acres ("Park").

2.6.2 Specific use of the Park shall be for softball, soccer or football fields for youth or adult recreation or other appropriate uses as determined through a parks feasibility study.

2.6.3 March JPA and LNR to provide site for Riverside County Fire station.

2.6.4 March JPA and LNR to provide site for City of Riverside Police substation.

3. ESTABLISHMENT OF GOODWILL

Petitioners agree to publicly support the March Business Center, as modified by the terms of this Agreement. Petitioners commit to remove all unsupportive information posted on their websites regarding LNR and related entities within 5 days of the Effective Date of this Agreement.

4. DISMISSAL OF LAWSUIT AND RELEASE

- 4.1 In exchange for the settlement terms set forth herein, the Petitioners, and their respective officers, members and directors, hereby agree that after receipt of a copy of this Agreement signed by each Party (the "Effective Date"), Petitioners shall immediately, but no later than three (3) business days thereafter, direct and cause their attorney(s) of record and/or other responsible persons to fully execute the Request for Dismissal of this Action attached hereto as Exhibit "C" and to then provide the same to counsel for March JPA for filing with the Superior Court of the County of Riverside.
- 4.2 Each Party, on behalf of its elected and appointed officials, agents, contractors, owners, officers, directors, employees, attorneys, representatives, executors, heirs, successors, assigns, trusts, subsidiaries, affiliates, members, parent entities, shareholders, partnerships, and joint ventures hereby releases and forever discharges the other Party, its elected and appointed officials, agents, contractors, owners, officers, directors, employees, attorneys, representatives, executors, heirs, successors, assigns, trusts, subsidiaries, affiliates, members, parent entities, shareholders, partnerships, and joint ventures from any and all claims, causes of action, actions, damages, losses, demands, accounts, reckonings, rights, attorneys' fees and costs of suit under potentially available under CEQA or Code of Civil Procedure §1021.5, liabilities and obligations of every character and kind, known or unknown, existing or contingent, latent or patent, arising out of or in any way related to the Action, the Approvals and any other development-related approvals or actions that have been made by March JPA regarding the Project. The provisions of Sections 4.2, 4.3 and 4.4 are collectively referred to as the "Release."
- 4.3 Each Party hereby acknowledges that it has relied wholly upon its own judgment, belief and knowledge of the existence, nature, and extent of each claim, demand or cause of action that it may have against the other Party which is hereby released and that it has not been influenced to any extent in entering into this Agreement, including the provisions of this Release, by any representations or statements regarding any claim, demand, or cause of action made by the other Party related to or arising out of the Action. The Parties acknowledge this Agreement is intended to fully settle all disputes between the Parties related to the Action, the Approvals

and any other development-related approvals or actions that have been made by March JPA regarding the Project. This release does not extend to any portion of the March Business Center that is not part of the "1,290-acre March Business Center development identified in Exhibit ' A'."

- 4.4 Petitioners hereby agree that they will not make any claim or file any action, including but not limited to an action under CEQA, against the Development Agreement for the Project to be signed by and between LNR Riverside LLC and March JPA, if the Development Agreement is consistent with the Project Approvals and the terms of this Settlement Agreement. Petitioners further agree that they will not make any claim or file any action, including but not limited to an action under CEQA, as against March JPA's approval of the design guidelines called for under the Specific Plan of the Project, if the design guidelines are consistent with the Project Approvals and the terms of this Settlement Agreement.

5. **ADDITIONAL PROVISIONS**

5.1 Construction.

In all cases, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any Party, it being agreed that the Parties or their agents have all participated in the preparation of this Agreement.

5.2 Entire Agreement

This Agreement contains the entire agreement of the Parties and supersedes the Memorandum of Understanding and any prior oral or written statements or agreements between the Parties.

5.3 No Admissions or Representations Except as Expressly Stated

Nothing in the Agreement shall be construed as an admission of any type by any Party. Each Party in executing the Agreement does not rely upon any inducements, promises or representations made by any other Party except as set forth herein. The Parties have agreed to settle the above disputes in order to avoid the necessity of further legal proceedings and the time, expense and uncertainty that such proceedings would involve. The Parties acknowledge that the consideration for settlement is solely for the purpose of purchasing peace and preventing further involvement in protracted litigation. Provision of consideration is or shall not be construed to be an admission of the validity of any of the claims compromised or released by this Agreement.

5.4 Consultation with Legal Counsel

Each of the Parties affirmatively represents that it has been represented throughout by counsel of its own choosing. Each Party has read this Agreement and has had its terms and consequences explained by its counsel. This Agreement is freely and voluntarily executed and given by each Party after having been apprized of all relevant information and data furnished by its attorneys of choice.

5.5 Successors and Assigns

This Agreement shall be binding upon and for the benefit of the Parties and their respective successors, representatives, assigns, officers, directors and agents wherever the context requires or admits.

5.6 Applicable Law

This Agreement shall be interpreted and enforced under the laws of the State of California.

5.7 Severability of a Provision

Should any term of this Agreement be deemed unlawful, that provision shall be severed and the remaining terms shall continue to be valid and fully enforceable.

5.8 Section Headings

The Section Headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several Sections hereof.

5.9 Authority to Bind

Each of the undersigned signing on the behalf of a Party warrants that he or she is authorized to sign for such Party.

5.10 Warranty of Authority

Each of the Parties represents and warrants that it has the right, power and authority to execute this Agreement. Each of the Parties further represents and warrants that it has the exclusive right to prosecute and compromise the claims released by this Agreement and that it has neither made nor suffered to be made any sale, assignment, transfer, conveyance, pledge, hypothecation, or encumbrance of any kind whatsoever of any right, claim, demand, obligation, cost, expense,

sanction, grievance, action, cause of action, controversy, debt, damage, arbitration, liability, duty, penalty, attorney fee, charge, suit, punitive damage, injury, loss, agreement, contract, promise, or lien released, canceled, rescinded or discharged hereby, and that it is the sole and absolute legal and equitable owner thereof, free and clear of any interest of any other person or entity. Each of the Parties represents and warrants that it has given any and all notices, and obtained any and all consents, powers and authorities, necessary to permit it, and the persons executing this Agreement for it, to enter into this Agreement.

5.11 Amendments

This Agreement may be amended only by written agreement signed by all of the parties hereto.

5.12 Counterpart Signatures

The Parties may execute duplicate originals of this Agreement or any documents they are required to sign or furnish pursuant to this Agreement.

[Signatures on following page]

**SIGNATURE PAGE TO SETTLEMENT AND GENERAL RELEASE
AGREEMENT FOR DEVELOPMENT OF MARCH BUSINESS
CENTER WITHIN THE MARCH JOINT POWERS AUTHORITY**

MARCH JOINT POWERS AUTHORITY

By: Bob Foster
Chairman, Joint Powers Commission

9-17-03
Date

Attest: _____

CENTER FOR COMMUNITY ACTION AND ENVIRONMENTAL JUSTICE

By: _____
Executive Committee Chairwoman, Penny Newman **Date**

Attest: _____

COMMUNITY ALLIANCE FOR RIVERSIDE'S ECONOMY & ENVIRONMENT

By: _____
Catherine Barrett-Fischer, **Date**
Authorized Member of Executive Committee

Attest: _____

LNR RIVERSIDE, LLC
a California limited liability company

By: **LNR Riverside Holdings, Inc.**
a California corporation, its member

Curt Stephenson
Curt Stephenson, Vice President *MS*

9/18/03
Date

Attest: Christopher J. Martin
Christopher J. Martin, Assistant Secretary

**SIGNATURE PAGE TO SETTLEMENT AND GENERAL RELEASE AGREEMENT FOR
DEVELOPMENT OF MARCH BUSINESS
CENTER WITHIN THE MARCH JOINT POWERS AUTHORITY
[CONT.]**

Approved as to Legal Form:

Barrington A.S. Daltrey
Counsel for CCAEJ and CAREE

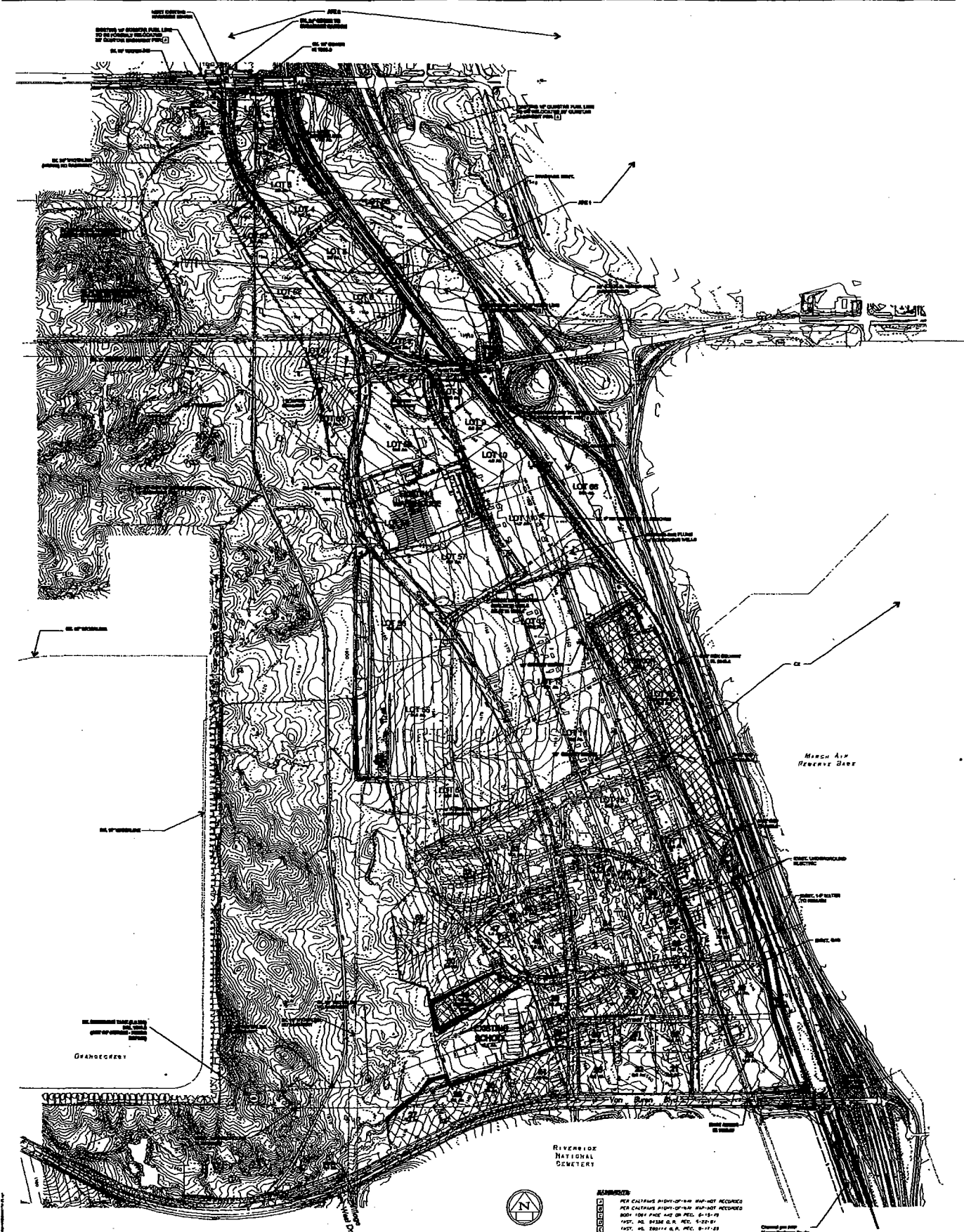


John E. Brown
of BEST BEST & KRIEGER LLP
Counsel for March Joint Powers Authority



Andrew B. Sabey
of MORRISON & FOERSTER LLP
Counsel for LNR Riverside, LLC

Exhibit "A"
(Tentative Tract Map of March Business Center)



NO.	REVISION	PREPARED BY	DATE



REMARKS:
 PER CALIFORNIA RIGHT-OF-WAY MAP-HOT RECORDED
 PER CALIFORNIA RIGHT-OF-WAY MAP-HOT RECORDED
 BOOK 1084 PAGE 4482 OR REC. 8-12-79
 1957, AC. 84386 Q.L.R. REC. 5-22-81
 1957, AC. 886117 Q.L.R. REC. 8-17-88

NORTH CAMPUS

LENNAR PARTNERS
 An LDR Company
 10000 North Central Expressway
 Suite 1000 Dallas, Texas 75243
 Tel. 972-233-2200 Fax. 972-233-2201

Tentative Map March Business Center

Exhibit "B"
(MOU)

MEMORANDUM OF UNDERSTANDING

TERMS OF SETTLEMENT FOR DEVELOPMENT OF MARCH BUSINESS CENTER WITHIN THE MARCH JOINT POWERS AUTHORITY

1. PARTIES AND DATE

This MEMORANDUM OF UNDERSTANDING (the "Memorandum") is made this 22nd day of August, 2003 (the "Effective Date") by, between, and among the MARCH JOINT POWERS AUTHORITY, a joint powers authority created pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with section 6500) of the Government Code ("Authority"), the CENTER FOR COMMUNITY ACTION AND ENVIRONMENTAL JUSTICE ("CCA EJ") a non-profit corporation, COMMUNITY ALLIANCE FOR RIVERSIDE'S ECONOMY & ENVIRONMENT ("CAREE") an affiliate of CCA EJ comprised of residents in the immediate vicinity of the March Business Center, and LNR RIVERSIDE LLC ("LNR"). The Authority, CCA EJ, CAREE and LNR are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

2. RECITALS

2.1 The Authority is composed of the member entities of the County of Riverside, the City of Riverside, the City of Moreno Valley, and the City of Perris.

2.2 The Authority, CCA EJ, CAREE and LNR desire and intend to reach settlement regarding the legal challenge filed March 21, 2003 in the Superior Court of California, County of Riverside, known as CCA EJ and CAREE v. March JPA, Riv. County Case No. INCR390628, involving the certification of the Final Focused Environmental Impact Report (hereafter "EIR") dated February 2003 and all subsequent court filings pertinent to the Authority's approval of the EIR.

2.3 The memorandum outlines the conditions acceptable to the Authority, CCA EJ, CAREE and LNR, and will allow development of the March Business Center, a 1,290-acre development identified on exhibit "A", subject to implementation of those terms.

3. PURPOSE

3.1 Cooperation and Coordination

3.1.1 The primary purpose of this Memorandum is to memorialize the Settlement Terms for the future development of the 1,290-acre March Business Center

consistent with the objectives of the Authority, CCAEJ, CAREE and LNR as listed within this MOU.

3.1.2 This Memorandum may be superceded by a subsequent "Settlement Agreement", as may be mutually agreed upon by the Parties, the terms of which shall be consistent with the language of this memorandum.

4. SETTLEMENT TERMS

4.1 March Business Center to Incorporate Agreed Upon Terms

To the greatest extent feasible and subject to the limitations on the Parties respective legal capacities, the Parties shall endeavor to implement the following provisions with respect to the March Business Center.

4.2 Reduction in Semi-Truck Emissions

4.2.1 All semi trucks to use only low sulfur fuel after 2006, reducing particulate emissions by 15%, as required by the state of California.

4.2.2 All new semi-trucks registered within the state of California shall have particulate traps for model years 2006 and after, as required the state of California. (85% reduction in particulates)

4.2.3 All new semi-trucks sold in United States to have reduced PM emissions through use of particulate traps starting in 2007 as required by the U.S. E.P.A. (85% reduction in particulates)

4.2.4 Authority to research and prepare an ordinance for limited semi truck idling time to include posting of signs and levying of fines for all semi trucks within March Joint Powers Authority.

4.3 Business Park to Facilitate use of Bio Diesel and Alternate Fuels

4.3.1 Authority and LNR to cooperate and partner with AQMD to encourage bio diesel, propane and CNG/LNG use within the March Business Center.

4.3.2 Authority and LNR to pursue Carl Moyer Grants to assist businesses in using new technology for clean burning vehicles.

4.3.3 Authority and LNR will pursue Carl Moyer Grants specifically for '95 and newer semi-trucks within logistic warehouse fleets to modify semi trucks to clean burning vehicles by use of particulate traps, CNG/LNG, bio diesel or other emerging clean air technology.

4.3.4 Authority and LNR to pursue natural gas and bio diesel fueling infrastructure within March Business Center or within the March Joint Powers Authority within 6 months of the issuance of the certificate of occupancy for the first logistic warehouse, as identified by exhibit B. To facilitate development of the facility, March JPA and LNR will explore use of public incentive funding available thru California Mobile Source Reduction Committee and AQMD Clean Fuels Funding.

4.3.5 LNR shall cause to be developed a low-sulfur fueling facility within March Business Center or within the March Joint Powers Authority within six months of the issuance of the certificate of occupancy for the first logistic warehouse, as identified by exhibit B. Incentives are to be provided by LNR to bring low sulfur fuel prices to non-clean market levels through voucher and/or validation system for March Business Center logistic warehouse facilities. Low-sulfur fuel to be available for all other users, including through-traffic on I-215, however incentives are not required by LNR to subsidize other users.

4.3.6 LNR will use best efforts to encourage the low bidders to utilize clean burning bio-diesel and/or low sulfur diesel fuel for grading and earthmoving equipment during the mass grading process.

4.4 Assure attractive development and views from Orangecrest

4.4.1 Authority shall adopt architectural design guidelines for all development within March Business Center. The draft architectural design guidelines shall be routed to CAREE representatives for review and comment prior to placing the final guidelines on the Joint Powers Commission agenda for approval.

4.4.2 Authority shall require a 15' landscape buffer between the existing Orangecrest residential neighborhood and March Business Center within the north campus.

4.4.3 Authority shall prepare a resolution for the appointment of Frank Schiavone to the March Business Center Implementation Committee and such resolution to the Joint Powers Commission for consideration and approval.

4.5 Land Use Provisions

4.5.1 Parties agree that in order to effectuate land use objectives, that LNR will analyze the potential of shifting approximately 16 acres within the north campus from the west side of "Z" Street to the east side of "Z" Street, with the acreage to be shifted primarily from lots 54, 55 and 56.

4.5.2 Parties agree that no land use meeting the description of "logistics warehouse", as defined by exhibit B, will be developed on lots 54, 55 and 56 as identified on the approved Tentative Map, or within the Industrial area west of "Z" street if these lots are modified to realign "Z" Street.

4.5.3 Parties agree that any logistic facilities located in the south campus shall first occur on lots 78, 79, 80, and 81 as identified in the approved Tentative Map.

4.5.4 Parties agree that it is assumed that lots 16, 17 and 18 within the south campus will not be developed for "logistic warehouses" as defined by exhibit "B". If circumstances do not allow non-logistic warehouses to develop on lots 16, 17, and 18, LNR may pursue the use of these lots for logistic warehouse uses, subject to these uses being approved at a public hearing of the Authority, and subject to the logistic warehouses incorporating clean fuel fleets.

4.6 Limit trucks on Van Buren Boulevard

4.6.1 LNR shall create a truck route plan to require all truck traffic to travel within the development directly east to I-215.

4.6.2 LNR and Authority shall post truck route signs along JPA roads to discourage use of Van Buren Boulevard as a truck route.

4.6.3 LNR shall construct physical constraints within March JPA to prohibit truck movements heading west on Van Buren but permitting cars, subject to Authority approval.

4.6.4 Authority shall require annual approval of Traffic Demand Management plan for each business to include posting of the approved truck route plan within all businesses and prohibition of through truck traffic west of Barton on Van Buren.

4.6.5 Authority shall work with Assemblyman Benoit's office, City of Riverside officials, County of Riverside officials and other appropriate agencies to redesignate Van Buren Boulevard west of the Authority planning area for no through truck traffic.

4.7 Provide Public Amenities

4.7.1 Authority shall provide for active recreation in the form of a community park.

4.7.2 Park to consist of 48-acres initially with potential expansion to 60-acres.

4.7.3 Specific use of the regional park shall be for softball, soccer or football fields for youth or adult recreation as determined through a parks feasibility study.

4.7.4 Authority and LNR to provide site for Riverside County Fire station.

4.7.5 Authority and LNR to provide site for City of Riverside Police substation.

5. Dismissal of Lawsuit

5.1 CCAEJ and CAREE shall dismiss with prejudice the legal challenge filed March 21, 2003 with the Superior Court of California, County of Riverside, known as *CCA EJ and CAREE v. March JPA, Riv. County Case No. INCR390628* regarding the California Environmental Quality Act approval for March Business Center.

6. ESTABLISHMENT OF GOODWILL

6.1 CCAEJ and CAREE agree to publicly support the March Business Center, as modified by the terms of this memorandum.

6.2 CAREE commits to remove the unsupportive information regarding LNR located on the CAREE website within 5 days of execution of the memorandum.

7. ADDITIONAL PROVISIONS

7.1 Construction.

In all cases, the language in all parts of this Memorandum shall be construed simply, according to its fair meaning and not strictly for or against any Party, it being agreed that the Parties or their agents have all participated in the preparation of this Memorandum.

7.2 Entire Agreement.

This Memorandum contains the entire agreement of the Parties and supersedes any prior oral or written statements or agreements between the Parties. It is contemplated that a "Settlement Agreement" may later be adopted; however no Settlement Agreement, supplement, modification, or amendment of this Memorandum shall be binding unless executed in writing by all Parties.

MARCH JOINT POWERS AUTHORITY

By: _____
Chairman, Joint Powers Commission

Date

Attest: _____

CENTER FOR COMMUNITY ACTION AND ENVIRONMENTAL JUSTICE

By: _____
Executive Director, Penny Newman

Date

Attest: _____

COMMUNITY ALLIANCE FOR RIVERSIDE'S ECONOMY & ENVIRONMENT

By: _____
Catherine Barrett-Fischer

Date

Attest: _____

LNR RIVERSIDE LLC

By: _____
Curt Stephenson, Vice President

Date

Attest: _____

Exhibit "A"

MEMORANDUM OF UNDERSTANDING

**TERMS OF SETTLEMENT FOR DEVELOPMENT OF MARCH BUSINESS CENTER
WITHIN THE
MARCH JOINT POWERS AUTHORITY**

(Project Site Plan on Following Two Pages)

Exhibit "B"

MEMORANDUM OF UNDERSTANDING

TERMS OF SETTLEMENT FOR DEVELOPMENT OF MARCH BUSINESS CENTER WITHIN THE MARCH JOINT POWERS AUTHORITY

Definition

Logistics Warehouse: Any structure over 500,000 square feet that is designed to have more than 95% of its ground floor area dedicated to the storage of finished goods that are received at the facility specifically to be stored for a time and then shipped to various locales. The balance of the space is typically ancillary administrative offices and restrooms. Typically the facility would have at least one dock high truck loading door per 8,000 SF of space. Typically the structure has an interior clear height of 28' or greater to accommodate high pile rack storage. The facility is occupied by one tenant. The facility generally employs on site less than one person per every 3,000 SF of space.

Activities typically include: wholesale, storage and warehousing services, storage and wholesaling to retailers and consumers from the premises of finished goods and food products, distribution facilities for large scale retail firms, and logistics operations serving inventory fulfillment and 3rd party fulfillment. Typically, no assembly or value added processes occur at the facility.

Exhibit "C"
(Request for Dismissal)

ATTORNEY OR PARTY WITHOUT ATTORNEY <i>(Name and Address)</i> <p style="text-align: right;">TELEPHONE NO.: 909/780-5131</p> Barrington A.S. Daltrey, Esq. SB #92544 P.O. Box 5199 Riverside, CA 92517	FOR COURT USE ONLY
ATTORNEY FOR <i>(Name)</i> : Petitioners <small>Insert name of court and name of judicial district and branch court, if any.</small> Riverside County Superior Court - Indio Branch	
PLAINTIFF/PETITIONER: Center for Community Action and Environmental Justice, et al. DEFENDANT/RESPONDENT: March Joint Powers Authority, et al.	
REQUEST FOR DISMISSAL <input type="checkbox"/> Personal Injury, Property Damage, or Wrongful Death <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other <input type="checkbox"/> Family Law <input type="checkbox"/> Eminent Domain <input checked="" type="checkbox"/> Other <i>(specify):</i> CEQA Action	CASE NUMBER: INCR390628

— A conformed copy will not be returned by the clerk unless a method of return is provided with the document. —

1. TO THE CLERK: Please dismiss this action as follows:
- a. (1) With prejudice (2) Without prejudice
- b. (1) Complaint (2) Petition
 (3) Cross-complaint filed by *(name)*:
 (4) Cross-complaint filed by *(name)*:
 (5) Entire action of all parties and all causes of action
 (6) Other *(specify):*"

on *(date)*:
 on *(date)*:

Date: ~~August 27~~, 2003
Sept. 22

Barrington A.S. Daltrey
(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)

LAW OFFICES OF BARRINGTON A.S. DALTREY

Barrington A.S. Daltrey
(SIGNATURE)

Attorney or party without attorney for:

* If dismissal requested is of specified parties only, of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

- Plaintiff/Petitioner Defendant/Respondent.
 Cross-complainant

2. TO THE CLERK: Consent to the above dismissal is hereby given.**
 Date:

(SIGNATURE)

Attorney or party without attorney for:

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)

** If a cross-complaint - or Response (Family Law) seeking affirmative relief - is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581(f) or (j).

- Plaintiff/Petitioner Defendant/Respondent
 Cross-complainant

- (To be completed by clerk)*
3. Dismissal entered as requested on *(date)*:
 4. Dismissal entered on *(date)*: as to only *(name)*:
 5. Dismissal not entered as requested for the following reasons *(specify)*:
 6. a. Attorney or party without attorney notified on *(date)*:
 b. Attorney or party without attorney not notified. Filing party failed to provide
 a copy to conform means to return conformed copy

Date: _____ Clerk, by _____, Deputy

Exhibit "D"
(Certificate of Resolution)

**CERTIFICATE OF ASSISTANT SECRETARY
OF
LNR RIVERSIDE HOLDINGS, INC.**

The undersigned, Christopher J. Martin, as a duly elected and acting Assistant Secretary of LNR RIVERSIDE HOLDINGS, INC., a California corporation (the "Corporation"), which Corporation is the sole member of LNR RIVERSIDE, LLC, a California limited liability company (the "Company"), does hereby certify on behalf of the Corporation that the following are true, correct and complete copies of certain resolutions duly adopted by the Board of Directors of the Corporation, which resolutions have not been amended, modified or repealed and remain in full force and effect as of the date hereof:

RESOLVED, that the execution and delivery in the name and on behalf of the Corporation, under its corporate seal or otherwise, of all contracts, agreements, leases, deeds, promissory notes, mortgages, deeds of trust, releases, satisfaction pieces and any other documents and instruments necessary in or which pertain to the business of the Corporation, and any renewals, modifications, substitutions, extensions, amendments and supplements thereof, or any documents or instruments effectuating the assignment, sale or transfer of any securities, by the Chief Executive Officer, the President or any Vice President of the Corporation, and attested by the Secretary or any Assistant Secretary of the Corporation, shall be, and they hereby are authorized and empowered to be, deemed conclusive proof of the approval of the specific transaction(s) contemplated thereby and of the authority of such officers to execute, acknowledge, deliver and perform such documents and instruments;

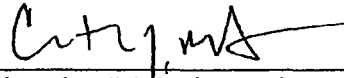
RESOLVED, that the Chief Executive Officer, President and Vice Presidents of the Corporation, and each of them, be, and each hereby is, authorized, empowered and directed to take all such further action and to execute and deliver all such further agreements, instruments and other documents in the name and on behalf of the Corporation in its own right or in its capacity as the Managing Member and on behalf of the Company, and under its corporate seal or otherwise, and to pay any and all such expenses and taxes, as in such officer's or officers' sole and absolute judgment shall be deemed to be necessary, proper or advisable in order to fully carry out the intent and accomplish the purposes of the foregoing resolutions and the transactions contemplated thereby;

RESOLVED, that the taking of any action or the execution and delivery of any document authorized by the foregoing resolutions, and each of them, in the name and on behalf of the Corporation in its own right or in its capacity as the Managing Member and on behalf of the Company by the Chief Executive Officer, the President or any Vice President of the Corporation be, and it hereby is authorized and empowered to be, deemed conclusive proof of the approval thereof by the Board of Directors;

AND, RESOLVED, that the authorities hereby conferred shall be deemed retroactive, and any and all acts authorized herein that were performed prior to the passage of these resolutions be, and they hereby are, approved, ratified and confirmed in all respects.

The undersigned does hereby further certify on behalf of the Corporation that each of Daniel C. Grable, Curt Stephenson and David O. Team is a duly elected Vice President of the Corporation and is incumbent in such office.

IN WITNESS WHEREOF, the undersigned has signed this Certificate as Assistant Secretary on behalf of the Corporation as of the 5TH day of September, 2003.



Christopher J. Martin, Assistant Secretary

**SETTLEMENT AND GENERAL RELEASE AGREEMENT
FOR DEVELOPMENT OF MARCH BUSINESS CENTER
WITHIN THE
MARCH JOINT POWERS AUTHORITY**

This SETTLEMENT AND GENERAL RELEASE AGREEMENT ("Agreement") is made on the Effective Date defined herein and is by, between and among the MARCH JOINT POWERS AUTHORITY ("March JPA"), the CENTER FOR COMMUNITY ACTION AND ENVIRONMENTAL JUSTICE ("CCA EJ"), COMMUNITY ALLIANCE FOR RIVERSIDE'S ECONOMY & ENVIRONMENT ("CAREE") and LNR RIVERSIDE, LLC ("LNR"). March JPA, CCA EJ, CAREE and LNR are sometimes hereinafter individually referred to as a "Party" and collectively as the "Parties." CCA EJ and CAREE are referred to collectively as the "Petitioners."

RECITALS

- A. March JPA is a joint powers authority created pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with section 6500) of the Government Code composed of the member entities of the County of Riverside, the City of Riverside, the City of Moreno Valley, and the City of Perris.
- B. CCA EJ is a non profit, environmental health and justice organization headquartered in Glen Avon, California, and serving the communities and residents of Riverside and San Bernardino Counties.
- C. CAREE is an Associate Member of CCA EJ and is comprised of residents in the immediate vicinity of the March Business Center.
- D. LNR is the master developer of the 1,290-acre March Business Center development identified in exhibit "A" and a limited liability company authorized to do business in the State of California and the County of Riverside.
- E. On or about March 21, 2003, CCA EJ and CAREE filed a legal action in the Superior Court of California, County of Riverside, Case No. INCR390628 (the "Action"), challenging March JPA's approval of General Plan Amendment 02-01, Specific Plan Amendment 02-01, Tentative Tract Map 30857, and March JPA's certification of the March Business Center Final Focused Environmental Impact Report in February of 2003 (collectively the "Approvals") for the development of the 1,290-acre March Business Center as identified in Exhibit "A" (the "Project") by LNR. The Action alleges a violation of the California Environmental Quality Act ("CEQA") by March JPA in granting the Approvals.

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F. Pursuant to a Memorandum of Understanding ("MOU") entered into by the Parties on or about August 22, 2003, which is attached hereto as Exhibit "B," this Agreement provides for the dismissal of the Action with prejudice and allows for the development of the Project consistent with the objectives of March JPA and subject to the terms described herein.

DEFINITION

For the purposes of this Agreement, "Logistics Warehouse" is defined as any structure over 500,000 square feet that is designed to have more than 95% of its ground floor area dedicated to the storage of finished goods that are received at the facility specifically to be stored for a time and then shipped to various locales. The balance of the space is typically ancillary administrative offices and restrooms. Typically the facility would have at least one dock high truck loading door per 8,000 SF of space. Typically the structure has an interior clear height of 28' or greater to accommodate high pile rack storage. The facility is occupied by one tenant. The facility generally employs on site less than one person per every 3,000 SF of space.

Activities typically include: wholesale, storage and warehousing services, storage and wholesaling to retailers and consumers from the premises of finished goods and food products, distribution facilities for large scale retail firms, and logistics operations serving inventory fulfillment and 3rd party fulfillment. Typically, no assembly or value added processes occur at the facility.

SETTLEMENT AND GENERAL RELEASE AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein, the Parties agree as follows:

1. Each recital set forth above is incorporated herein by this reference and made a part of the Agreement.

2. SETTLEMENT TERMS

To the greatest extent feasible and subject to the limitations on the Parties respective legal capacities, the Parties shall endeavor to implement the following provisions with respect to the Project:

2.1 Reduction in Semi-Truck Emissions

2.1.1 All semi trucks to use only low sulfur fuel after 2006, reducing particulate emissions by 15%, as required by the State of California.

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2.1.2 All new semi-trucks registered within the state of California shall have particulate traps for model years 2006 and after, as required by the State of California (85% reduction in particulates).

2.1.3 All new semi-trucks sold in the United States to have reduced PM emissions through use of particulate traps starting in 2007 as required by the U.S. EPA (85% reduction in particulates).

2.1.4 March JPA to research and prepare an ordinance for limited semi truck idling time to include posting of signs and levying of fines for all semi trucks within March Joint Powers Authority.

2.2 Business Park to facilitate use of Bio Diesel and Alternate Fuels

2.2.1 March JPA and LNR to cooperate and partner with AQMD to encourage bio diesel, propane and CNG/LNG use within the Project.

2.2.2 March JPA and LNR to pursue Carl Moyer Grants to assist businesses in using new technology for clean burning vehicles.

2.2.3 March JPA and LNR will pursue Carl Moyer Grants specifically for '95 and newer semi-trucks within Logistic Warehouse fleets to modify semi trucks to clean burning vehicles by use of particulate traps, CNG/LNG, bio diesel or other emerging clean air technology.

2.2.4 March JPA and LNR to pursue natural gas and bio diesel fueling infrastructure within the Project or within the March Joint Powers Authority within 6 months of the issuance of the certificate of occupancy for the first Logistic Warehouse. To facilitate development of the facility, March JPA and LNR will explore use of public incentive funding available through California Mobile Source Reduction Committee and AQMD Clean Fuels Funding.

2.2.5 LNR shall cause to be developed a low-sulfur fueling facility within the Project or within the March Joint Powers Authority within six months of the issuance of the certificate of occupancy for the first Logistic Warehouse. Incentives are to be provided by LNR to bring low sulfur fuel prices to non-clean market levels through voucher and/or validation system for Project Logistic Warehouse facilities. Low-sulfur fuel to be available for all other users, including through traffic on I-215, however incentives are not required by LNR to subsidize other users.

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2.2.6 LNR will use best efforts to encourage the low bidders to utilize clean burning bio-diesel and/or low sulfur diesel fuel for grading and earthmoving equipment during the mass grading process.

2.3 Assure attractive development and views from Orangecrest

2.3.1 March JPA shall adopt architectural design guidelines for all development within the Project. The draft architectural design guidelines shall be routed to CAREE representatives for review and comment prior to placing the final guidelines on the Joint Powers Commission agenda for consideration and approval.

2.3.2 March JPA shall require a 15' landscape buffer on Project development between the existing Orangecrest residential neighborhood and the Project within the north campus.

2.3.3 March JPA shall prepare a resolution for the appointment of Frank Schiavone to the March Business Center Implementation Committee and such resolution to the Joint Powers Commission for consideration and approval.

2.4 Land Use Provisions

2.4.1 Parties agree that in order to effectuate land use objectives, that LNR will analyze the potential of shifting approximately 16 acres within the north campus from the west side of "Z" Street to the east side of "Z" Street, with the acreage to be shifted primarily from lots 54, 55 and 56.

2.4.2 Parties agree that no land use meeting the description of Logistics Warehouse, will be developed on lots 54, 55 and 56 as identified in the Approvals, or within the Industrial area west of "Z" street if these lots are modified to realign "Z" Street.

2.4.3 Parties agree that any logistic facilities located in the south campus shall first occur on lots 78, 79, 80, and 81 as identified in the approved Tentative Map.

2.4.4 Parties agree that it is assumed that lots 16, 17 and 18 within the south campus will not be developed for Logistic Warehouses. If circumstances do not allow non-Logistic Warehouses to develop on lots 16, 17, and 18, LNR may pursue the use of these lots for Logistic Warehouse uses, subject to these uses being approved at a public hearing of March JPA, and subject to the Logistic Warehouses incorporating clean fuel fleets.

2.5 Limit trucks on Van Buren and Alessandro Boulevard (to the extent that it is within the power of these Parties to do so, as to Alessandro Boulevard).

2.5.1 LNR shall create a truck route plan to require all truck traffic to travel within the development directly east to I-215.

2.5.2 LNR and Authority shall post truck route signs along JPA roads to discourage use of Van Buren Boulevard and Alessandro (to the extent that it is within the power of these Parties to do so, as to Alessandro) as a truck route.

2.5.3 LNR shall construct physical constraints within March JPA to prohibit truck movements heading west on Van Buren Boulevard but permitting cars, subject to March JPA approval.

2.5.4 March JPA shall require approval of Traffic Demand Management plan for each business to include posting of the approved truck route plan within all businesses and prohibition of through truck traffic west of Barton on Van Buren and Alessandro (to the extent that it is within the power of these Parties to do so, as to Alessandro) .

2.5.5 March JPA shall work with Assemblyman Benoit's office, City of Riverside officials, County of Riverside officials and other appropriate agencies to redesignate Van Buren Boulevard and Alessandro Boulevard (to the extent that it is within the power of these Parties to do so, as to Alessandro) west of the March JPA planning area for no through truck traffic.

2.6 Provide Public Amenities

2.6.1 March JPA shall provide for active recreation in the form of a community park. The park is to consist of 48-acres initially with potential expansion to 60-acres ("Park").

2.6.2 Specific use of the Park shall be for softball, soccer or football fields for youth or adult recreation or other appropriate uses as determined through a parks feasibility study.

2.6.3 March JPA and LNR to provide site for Riverside County Fire station.

2.6.4 March JPA and LNR to provide site for City of Riverside Police substation.

3. ESTABLISHMENT OF GOODWILL

Petitioners agree to publicly support the March Business Center, as modified by the terms of this Agreement. Petitioners commit to remove all unsupportive information posted on their websites regarding LNR and related entities within 5 days of the Effective Date of this Agreement.

4. DISMISSAL OF LAWSUIT AND RELEASE

- 4.1 In exchange for the settlement terms set forth herein, the Petitioners, and their respective officers, members and directors, hereby agree that after receipt of a copy of this Agreement signed by each Party (the "Effective Date"), Petitioners shall immediately, but no later than three (3) business days thereafter, direct and cause their attorney(s) of record and/or other responsible persons to fully execute the Request for Dismissal of this Action attached hereto as Exhibit "C" and to then provide the same to counsel for March JPA for filing with the Superior Court of the County of Riverside.
- 4.2 Each Party, on behalf of its elected and appointed officials, agents, contractors, owners, officers, directors, employees, attorneys, representatives, executors, heirs, successors, assigns, trusts, subsidiaries, affiliates, members, parent entities, shareholders, partnerships, and joint ventures hereby releases and forever discharges the other Party, its elected and appointed officials, agents, contractors, owners, officers, directors, employees, attorneys, representatives, executors, heirs, successors, assigns, trusts, subsidiaries, affiliates, members, parent entities, shareholders, partnerships, and joint ventures from any and all claims, causes of action, actions, damages, losses, demands, accounts, reckonings, rights, attorneys' fees and costs of suit under potentially available under CEQA or Code of Civil Procedure §1021.5, liabilities and obligations of every character and kind, known or unknown, existing or contingent, latent or patent, arising out of or in any way related to the Action, the Approvals and any other development-related approvals or actions that have been made by March JPA regarding the Project. The provisions of Sections 4.2, 4.3 and 4.4 are collectively referred to as the "Release."
- 4.3 Each Party hereby acknowledges that it has relied wholly upon its own judgment, belief and knowledge of the existence, nature, and extent of each claim, demand or cause of action that it may have against the other Party which is hereby released and that it has not been influenced to any extent in entering into this Agreement, including the provisions of this Release, by any representations or statements regarding any claim, demand, or cause of action made by the other Party related to or arising out of the Action. The Parties acknowledge this Agreement is intended to fully settle all disputes between the Parties related to the Action, the Approvals

and any other development-related approvals or actions that have been made by March JPA regarding the Project. This release does not extend to any portion of the March Business Center that is not part of the "1,290-acre March Business Center development identified in Exhibit 'A'."

- 4.4 Petitioners hereby agree that they will not make any claim or file any action, including but not limited to an action under CEQA, against the Development Agreement for the Project to be signed by and between LNR Riverside LLC and March JPA, if the Development Agreement is consistent with the Project Approvals and the terms of this Settlement Agreement. Petitioners further agree that they will not make any claim or file any action, including but not limited to an action under CEQA, as against March JPA's approval of the design guidelines called for under the Specific Plan of the Project, if the design guidelines are consistent with the Project Approvals and the terms of this Settlement Agreement.

5. ADDITIONAL PROVISIONS

5.1 Construction.

In all cases, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any Party, it being agreed that the Parties or their agents have all participated in the preparation of this Agreement.

5.2 Entire Agreement

This Agreement contains the entire agreement of the Parties and supersedes the Memorandum of Understanding and any prior oral or written statements or agreements between the Parties.

5.3 No Admissions or Representations Except as Expressly Stated

Nothing in the Agreement shall be construed as an admission of any type by any Party. Each Party in executing the Agreement does not rely upon any inducements, promises or representations made by any other Party except as set forth herein. The Parties have agreed to settle the above disputes in order to avoid the necessity of further legal proceedings and the time, expense and uncertainty that such proceedings would involve. The Parties acknowledge that the consideration for settlement is solely for the purpose of purchasing peace and preventing further involvement in protracted litigation. Provision of consideration is or shall not be construed to be an admission of the validity of any of the claims compromised or released by this Agreement.

5.4 Consultation with Legal Counsel

Each of the Parties affirmatively represents that it has been represented throughout by counsel of its own choosing. Each Party has read this Agreement and has had its terms and consequences explained by its counsel. This Agreement is freely and voluntarily executed and given by each Party after having been apprized of all relevant information and data furnished by its attorneys of choice.

5.5 Successors and Assigns

This Agreement shall be binding upon and for the benefit of the Parties and their respective successors, representatives, assigns, officers, directors and agents wherever the context requires or admits.

5.6 Applicable Law

This Agreement shall be interpreted and enforced under the laws of the State of California.

5.7 Severability of a Provision

Should any term of this Agreement be deemed unlawful, that provision shall be severed and the remaining terms shall continue to be valid and fully enforceable.

5.8 Section Headings

The Section Headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several Sections hereof.

5.9 Authority to Bind

Each of the undersigned signing on the behalf of a Party warrants that he or she is authorized to sign for such Party.

5.10 Warranty of Authority

Each of the Parties represents and warrants that it has the right, power and authority to execute this Agreement. Each of the Parties further represents and warrants that it has the exclusive right to prosecute and compromise the claims released by this Agreement and that it has neither made nor suffered to be made any sale, assignment, transfer, conveyance, pledge, hypothecation, or encumbrance of any kind whatsoever of any right, claim, demand, obligation, cost, expense,

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sanction, grievance, action, cause of action, controversy, debt, damage, arbitration, liability, duty, penalty, attorney fee, charge, suit, punitive damage, injury, loss, agreement, contract, promise, or lien released, canceled, rescinded or discharged hereby, and that it is the sole and absolute legal and equitable owner thereof, free and clear of any interest of any other person or entity. Each of the Parties represents and warrants that it has given any and all notices, and obtained any and all consents, powers and authorities, necessary to permit it, and the persons executing this Agreement for it, to enter into this Agreement.

5.11 Amendments

This Agreement may be amended only by written agreement signed by all of the parties hereto.

5.12 Counterpart Signatures

The Parties may execute duplicate originals of this Agreement or any documents they are required to sign or furnish pursuant to this Agreement.

[Signatures on following page]

PH
CR

SIGNATURE PAGE TO SETTLEMENT AND GENERAL RELEASE
AGREEMENT FOR DEVELOPMENT OF MARCH BUSINESS
CENTER WITHIN THE MARCH JOINT POWERS AUTHORITY

MARCH JOINT POWERS AUTHORITY

By: Bob Foster
Chairman, Joint Powers Commission

9-17-03
Date

Attest: _____

CENTER FOR COMMUNITY ACTION AND ENVIRONMENTAL JUSTICE

By: Penny Newman
Executive Committee Chairwoman, Penny Newman
Authorized member of

9-22-03
Date

Attest: _____

COMMUNITY ALLIANCE FOR RIVERSIDE'S ECONOMY & ENVIRONMENT

By: Catherine Barrett-Fischer
Catherine Barrett-Fischer,
~~Authorized Member of Executive Committee~~
CHAIRWOMAN

9/22/2003
Date

Attest: _____

LNR RIVERSIDE, LLC
a California limited liability company

By: LNR Riverside Holdings, Inc.
a California corporation, its member

Curt Stephenson
Curt Stephenson, Vice President

9/18/03
Date

Attest: Christopher J. Martin
Christopher J. Martin, Assistant Secretary

*PN
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SIGNATURE PAGE TO SETTLEMENT AND GENERAL RELEASE
AGREEMENT FOR DEVELOPMENT OF MARCH BUSINESS
CENTER WITHIN THE MARCH JOINT POWERS AUTHORITY

MARCH JOINT POWERS AUTHORITY

By: _____
Chairman, Joint Powers Commission Date

Attest: _____

CENTER FOR COMMUNITY ACTION AND ENVIRONMENTAL JUSTICE

By: *Authorized member* *Penny Newman* *9-22-03*
Executive Committee Chairwoman, Penny Newman Date

Attest: _____

COMMUNITY ALLIANCE FOR RIVERSIDE'S ECONOMY & ENVIRONMENT

By: *Catherine Barrett-Fischer* *9/22/2003*
Catherine Barrett-Fischer, Date
~~Authorized Member of Executive Committee~~
Chairwoman

Attest: _____

LNR RIVERSIDE, LLC
a California limited liability company

By: LNR Riverside Holdings, Inc.
a California corporation, its member

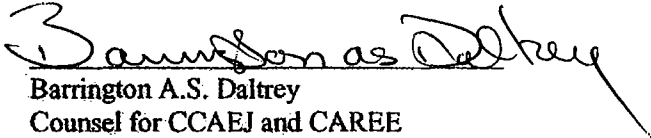
Curt Stephenson, Vice President Date

Attest: _____
Christopher J. Martin, Assistant Secretary

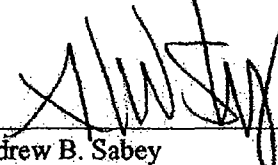
*PN
CJ*

**SIGNATURE PAGE TO SETTLEMENT AND GENERAL RELEASE AGREEMENT FOR
DEVELOPMENT OF MARCH BUSINESS
CENTER WITHIN THE MARCH JOINT POWERS AUTHORITY
[CONT.]**

Approved as to Legal Form:


Barrington A.S. Daltrey
Counsel for CCAEJ and CAREE

John E. Brown
of BEST BEST & KRIEGER LLP
Counsel for March Joint Powers Authority

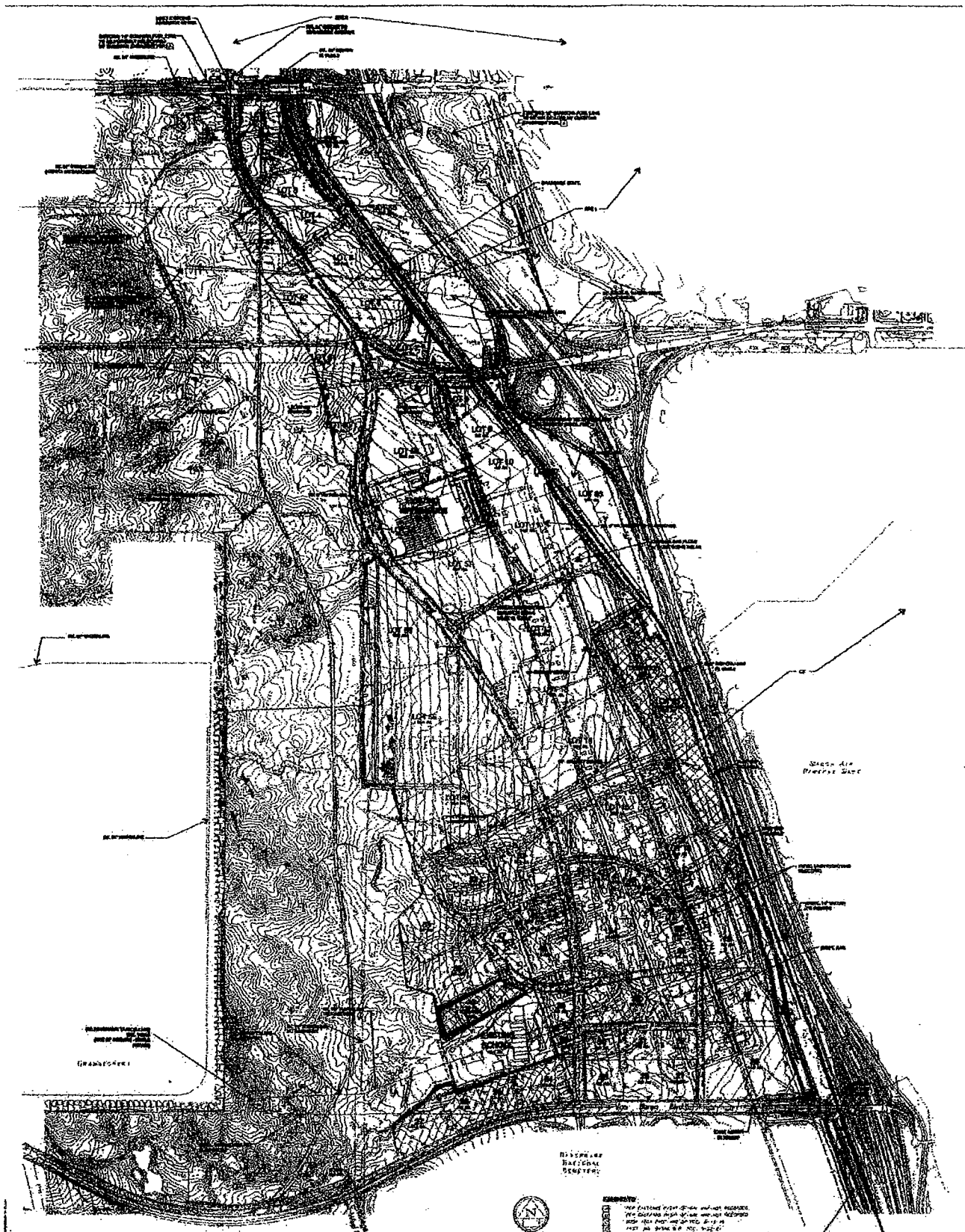


Andrew B. Sabey
of MORRISON & FOERSTER LLP
Counsel for LNR Riverside, LLC

*PN
CSD*

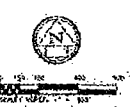
Exhibit "A"
(Tentative Tract Map of March Business Center)

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NO.	REVISION	DATE

LEONARD PARTNERS
 ARCHITECTS
 1000 UNIVERSITY AVENUE
 SUITE 100
 ANN ARBOR, MI 48106
 TEL: 734/763-1000
 FAX: 734/763-1001



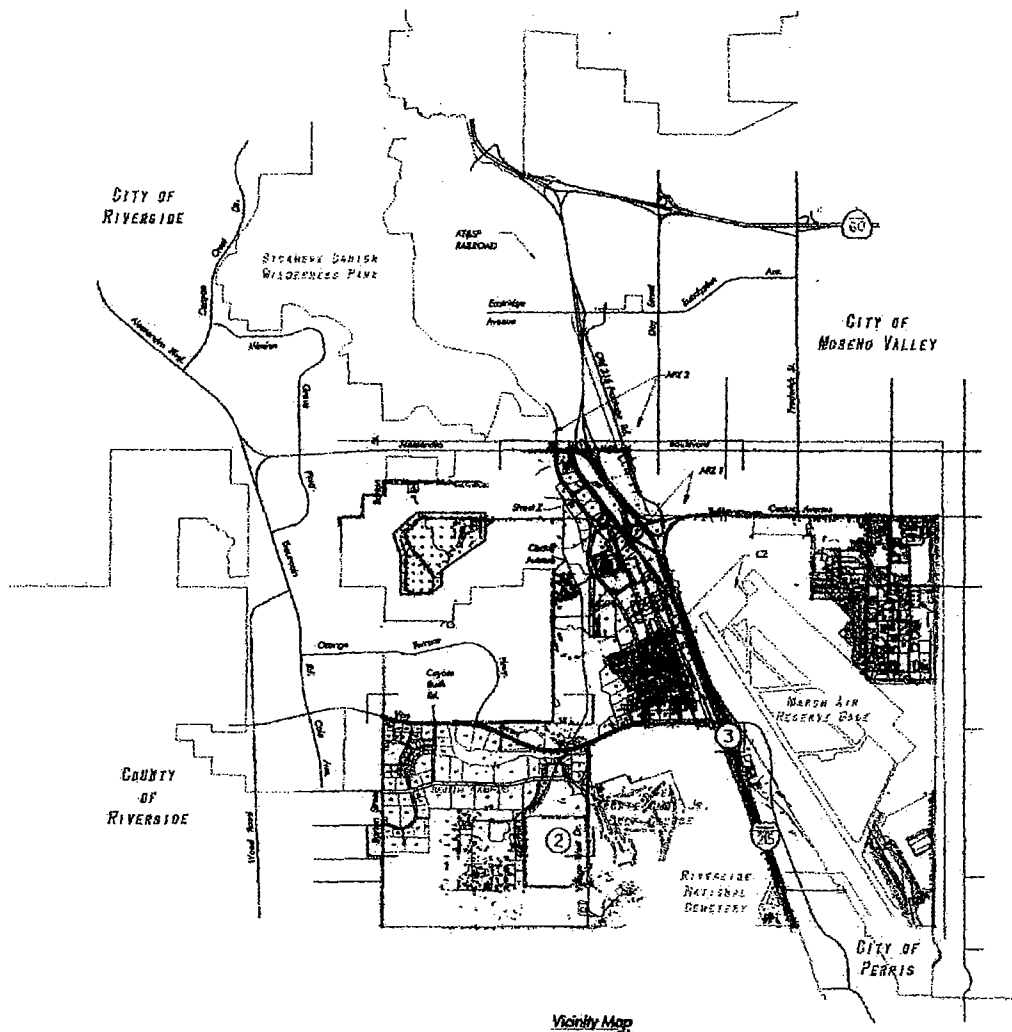
NOTES:
 1. THIS TENTATIVE MAP IS FOR INFORMATION ONLY.
 2. THE EXACT LOCATION OF THE MARCH AIR BREEDER STACK IS SUBJECT TO THE APPROVAL OF THE MARCH AIR BREEDER STACK DESIGN TEAM.
 3. THE EXACT LOCATION OF THE GRAND STAIR IS SUBJECT TO THE APPROVAL OF THE GRAND STAIR DESIGN TEAM.
 4. THE EXACT LOCATION OF THE MARCH BUSINESS CENTER IS SUBJECT TO THE APPROVAL OF THE MARCH BUSINESS CENTER DESIGN TEAM.

NORTH CAMPUS

**Tentative Map
 March Business Center**

Sheet 3 of 3

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Vicinity Map

LEGEND

BOUNDARY	---
EXISTING ROAD	---
PROPOSED ROAD	---
EXISTING UTILITY	---
PROPOSED UTILITY	---
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EXISTING LOT	---
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EXISTING BUILDING	---
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PROPOSED TREE	---
EXISTING FENCE	---
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EXISTING LANDSCAPE	---
PROPOSED LANDSCAPE	---
EXISTING FURNITURE	---
PROPOSED FURNITURE	---
EXISTING SIGNAGE	---
PROPOSED SIGNAGE	---

GENERAL NOTES

1. ALL UTILITIES TO BE DELETED OR RELOCATED TO BE COMPATIBLE WITH PROPOSED USE.
2. ALL UTILITIES TO BE DELETED OR RELOCATED TO BE COMPATIBLE WITH PROPOSED USE.
3. ALL UTILITIES TO BE DELETED OR RELOCATED TO BE COMPATIBLE WITH PROPOSED USE.
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10. ALL UTILITIES TO BE DELETED OR RELOCATED TO BE COMPATIBLE WITH PROPOSED USE.

ASSUMPTIONS

1. ALL UTILITIES TO BE DELETED OR RELOCATED TO BE COMPATIBLE WITH PROPOSED USE.
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10. ALL UTILITIES TO BE DELETED OR RELOCATED TO BE COMPATIBLE WITH PROPOSED USE.

GENERAL NOTES

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10. ALL UTILITIES TO BE DELETED OR RELOCATED TO BE COMPATIBLE WITH PROPOSED USE.

PROPOSED WORK

1. ALL UTILITIES TO BE DELETED OR RELOCATED TO BE COMPATIBLE WITH PROPOSED USE.
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8. ALL UTILITIES TO BE DELETED OR RELOCATED TO BE COMPATIBLE WITH PROPOSED USE.
9. ALL UTILITIES TO BE DELETED OR RELOCATED TO BE COMPATIBLE WITH PROPOSED USE.
10. ALL UTILITIES TO BE DELETED OR RELOCATED TO BE COMPATIBLE WITH PROPOSED USE.



Scale: 1" = 100'

DATE	REVISION	BY

LENNAR PARTNERS
 ARCHITECTS
 1000 N. GARDEN AVENUE
 SUITE 100
 RIVERSIDE, CA 92507
 TEL: (951) 514-1000
 FAX: (951) 514-1001
 WWW.LENNARPARTNERS.COM

Tentative Map
March Business Center

DATE: 10/15/07

Handwritten initials: PN 282

Exhibit "B"
(MOU)

Handwritten initials/signature

MEMORANDUM OF UNDERSTANDING

TERMS OF SETTLEMENT FOR DEVELOPMENT OF MARCH BUSINESS CENTER WITHIN THE MARCH JOINT POWERS AUTHORITY

1. PARTIES AND DATE

This MEMORANDUM OF UNDERSTANDING (the "Memorandum") is made this 22nd day of August, 2003 (the "Effective Date") by, between, and among the MARCH JOINT POWERS AUTHORITY, a joint powers authority created pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with section 6500) of the Government Code ("Authority"), the CENTER FOR COMMUNITY ACTION AND ENVIRONMENTAL JUSTICE ("CCA EJ") a non-profit corporation, COMMUNITY ALLIANCE FOR RIVERSIDE'S ECONOMY & ENVIRONMENT ("CAREE") an affiliate of CCA EJ comprised of residents in the immediate vicinity of the March Business Center, and LNR RIVERSIDE LLC ("LNR"). The Authority, CCA EJ, CAREE and LNR are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

2. RECITALS

2.1 The Authority is composed of the member entities of the County of Riverside, the City of Riverside, the City of Moreno Valley, and the City of Perris.

2.2 The Authority, CCA EJ, CAREE and LNR desire and intend to reach settlement regarding the legal challenge filed March 21, 2003 in the Superior Court of California, County of Riverside, known as CCA EJ and CAREE v. March JPA, Riv. County Case No. INCR390628, involving the certification of the Final Focused Environmental Impact Report (hereafter "EIR") dated February 2003 and all subsequent court filings pertinent to the Authority's approval of the EIR.

2.3 The memorandum outlines the conditions acceptable to the Authority, CCA EJ, CAREE and LNR, and will allow development of the March Business Center, a 1,290-acre development identified on exhibit "A", subject to implementation of those terms.

3. PURPOSE

3.1 Cooperation and Coordination

3.1.1 The primary purpose of this Memorandum is to memorialize the Settlement Terms for the future development of the 1,290-acre March Business Center

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consistent with the objectives of the Authority, CCAEJ, CAREE and LNR as listed within this MOU.

3.1.2 This Memorandum may be superceded by a subsequent "Settlement Agreement", as may be mutually agreed upon by the Parties, the terms of which shall be consistent with the language of this memorandum.

4. SETTLEMENT TERMS

4.1 March Business Center to Incorporate Agreed Upon Terms

To the greatest extent feasible and subject to the limitations on the Parties respective legal capacities, the Parties shall endeavor to implement the following provisions with respect to the March Business Center.

4.2 Reduction in Semi-Truck Emissions

4.2.1 All semi trucks to use only low sulfur fuel after 2006, reducing particulate emissions by 15%, as required by the state of California.

4.2.2 All new semi-trucks registered within the state of California shall have particulate traps for model years 2006 and after, as required the state of California. (85% reduction in particulates)

4.2.3 All new semi-trucks sold in United States to have reduced PM emissions through use of particulate traps starting in 2007 as required by the U.S. E.P.A. (85% reduction in particulates)

4.2.4 Authority to research and prepare an ordinance for limited semi truck idling time to include posting of signs and levying of fines for all semi trucks within March Joint Powers Authority.

4.3 Business Park to Facilitate use of Bio Diesel and Alternate Fuels

4.3.1 Authority and LNR to cooperate and partner with AQMD to encourage bio diesel, propane and CNG/LNG use within the March Business Center.

4.3.2 Authority and LNR to pursue Carl Moyer Grants to assist businesses in using new technology for clean burning vehicles.

4.3.3 Authority and LNR will pursue Carl Moyer Grants specifically for '95 and newer semi-trucks within logistic warehouse fleets to modify semi trucks to clean burning vehicles by use of particulate traps, CNG/LNG, bio diesel or other emerging clean air technology.

4.3.4 Authority and LNR to pursue natural gas and bio diesel fueling infrastructure within March Business Center or within the March Joint Powers Authority within 6 months of the issuance of the certificate of occupancy for the first logistic warehouse, as identified by exhibit B. To facilitate development of the facility, March JPA and LNR will explore use of public incentive funding available thru California Mobile Source Reduction Committee and AQMD Clean Fuels Funding.

4.3.5 LNR shall cause to be developed a low-sulfur fueling facility within March Business Center or within the March Joint Powers Authority within six months of the issuance of the certificate of occupancy for the first logistic warehouse, as identified by exhibit B. Incentives are to be provided by LNR to bring low sulfur fuel prices to non-clean market levels through voucher and/or validation system for March Business Center logistic warehouse facilities. Low-sulfur fuel to be available for all other users, including through-traffic on I-215, however incentives are not required by LNR to subsidize other users.

4.3.6 LNR will use best efforts to encourage the low bidders to utilize clean burning bio-diesel and/or low sulfur diesel fuel for grading and earthmoving equipment during the mass grading process.

4.4 Assure attractive development and views from Orangecrest

4.4.1 Authority shall adopt architectural design guidelines for all development within March Business Center. The draft architectural design guidelines shall be routed to CAREE representatives for review and comment prior to placing the final guidelines on the Joint Powers Commission agenda for approval.

4.4.2 Authority shall require a 15' landscape buffer between the existing Orangecrest residential neighborhood and March Business Center within the north campus.

4.4.3 Authority shall prepare a resolution for the appointment of Frank Schiavone to the March Business Center Implementation Committee and such resolution to the Joint Powers Commission for consideration and approval.

4.5 Land Use Provisions

4.5.1 Parties agree that in order to effectuate land use objectives, that LNR will analyze the potential of shifting approximately 16 acres within the north campus from the west side of "Z" Street to the east side of "Z" Street, with the acreage to be shifted primarily from lots 54, 55 and 56.

4.5.2 Parties agree that no land use meeting the description of "logistics warehouse", as defined by exhibit B, will be developed on lots 54, 55 and 56 as identified on the approved Tentative Map, or within the Industrial area west of "Z" street if these lots are modified to realign "Z" Street.

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4.5.3 Parties agree that any logistic facilities located in the south campus shall first occur on lots 78, 79, 80, and 81 as identified in the approved Tentative Map.

4.5.4 Parties agree that it is assumed that lots 16, 17 and 18 within the south campus will not be developed for "logistic warehouses" as defined by exhibit "B". If circumstances do not allow non-logistic warehouses to develop on lots 16, 17, and 18, LNR may pursue the use of these lots for logistic warehouse uses, subject to these uses being approved at a public hearing of the Authority, and subject to the logistic warehouses incorporating clean fuel fleets.

4.6 Limit trucks on Van Buren Boulevard

4.6.1 LNR shall create a truck route plan to require all truck traffic to travel within the development directly east to I-215.

4.6.2 LNR and Authority shall post truck route signs along JPA roads to discourage use of Van Buren Boulevard as a truck route.

4.6.3 LNR shall construct physical constraints within March JPA to prohibit truck movements heading west on Van Buren but permitting cars, subject to Authority approval.

4.6.4 Authority shall require annual approval of Traffic Demand Management plan for each business to include posting of the approved truck route plan within all businesses and prohibition of through truck traffic west of Barton on Van Buren.

4.6.5 Authority shall work with Assemblyman Benoit's office, City of Riverside officials, County of Riverside officials and other appropriate agencies to redesignate Van Buren Boulevard west of the Authority planning area for no through truck traffic.

4.7 Provide Public Amenities

4.7.1 Authority shall provide for active recreation in the form of a community park.

4.7.2 Park to consist of 48-acres initially with potential expansion to 60-acres.

4.7.3 Specific use of the regional park shall be for softball, soccer or football fields for youth or adult recreation as determined through a parks feasibility study.

4.7.4 Authority and LNR to provide site for Riverside County Fire station.

4.7.5 Authority and LNR to provide site for City of Riverside Police substation.

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5. **Dismissal of Lawsuit**

5.1 CCAEJ and CAREE shall dismiss with prejudice the legal challenge filed March 21, 2003 with the Superior Court of California, County of Riverside, known as *CCA EJ and CAREE v. March JPA, Riv. County Case No. INCR390628* regarding the California Environmental Quality Act approval for March Business Center.

6. **ESTABLISHMENT OF GOODWILL**

6.1 CCAEJ and CAREE agree to publicly support the March Business Center, as modified by the terms of this memorandum.

6.2 CAREE commits to remove the unsupportive information regarding LNR located on the CAREE website within 5 days of execution of the memorandum.

7. **ADDITIONAL PROVISIONS**

7.1 **Construction.**

In all cases, the language in all parts of this Memorandum shall be construed simply, according to its fair meaning and not strictly for or against any Party, it being agreed that the Parties or their agents have all participated in the preparation of this Memorandum.

7.2 **Entire Agreement.**

This Memorandum contains the entire agreement of the Parties and supersedes any prior oral or written statements or agreements between the Parties. It is contemplated that a "Settlement Agreement" may later be adopted; however no Settlement Agreement, supplement, modification, or amendment of this Memorandum shall be binding unless executed in writing by all Parties.

MARCH JOINT POWERS AUTHORITY

By: _____
Chairman, Joint Powers Commission

Date

Attest: _____

PN
CB

Exhibit "A"

MEMORANDUM OF UNDERSTANDING

**TERMS OF SETTLEMENT FOR DEVELOPMENT OF MARCH BUSINESS CENTER
WITHIN THE
MARCH JOINT POWERS AUTHORITY**

(Project Site Plan on Following Two Pages)

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Exhibit "B"

MEMORANDUM OF UNDERSTANDING

TERMS OF SETTLEMENT FOR DEVELOPMENT OF MARCH BUSINESS CENTER WITHIN THE MARCH JOINT POWERS AUTHORITY

Definition

Logistics Warehouse: Any structure over 500,000 square feet that is designed to have more than 95% of its ground floor area dedicated to the storage of finished goods that are received at the facility specifically to be stored for a time and then shipped to various locales. The balance of the space is typically ancillary administrative offices and restrooms. Typically the facility would have at least one dock high truck loading door per 8,000 SF of space. Typically the structure has an interior clear height of 28' or greater to accommodate high pile rack storage. The facility is occupied by one tenant. The facility generally employs on site less than one person per every 3,000 SF of space.

Activities typically include: wholesale, storage and warehousing services, storage and wholesaling to retailers and consumers from the premises of finished goods and food products, distribution facilities for large scale retail firms, and logistics operations serving inventory fulfillment and 3rd party fulfillment. Typically, no assembly or value added processes occur at the facility.

PN
CST

Exhibit "C"
(Request for Dismissal)

AN
CBB

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): <div style="text-align: right;">TELEPHONE NO.: 909/780-5131</div> Barrington A.S. Daltrey, Esq. SB #92544 P.O. Box 5199 Riverside, CA 92517	FOR COURT USE ONLY
ATTORNEY FOR (Name): <u>Petitioners</u> <small>Insert name of court and name of judicial district and branch court, if any.</small> Riverside County Superior Court - Indio Branch	
PLAINTIFF/PETITIONER: Center for Community Action and Environmental Justice, et al. DEFENDANT/RESPONDENT: March Joint Powers Authority, et al.	
REQUEST FOR DISMISSAL <input type="checkbox"/> Personal Injury, Property Damage, or Wrongful Death <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other <input type="checkbox"/> Family Law <input type="checkbox"/> Eminent Domain <input checked="" type="checkbox"/> Other (specify): CEQA Action	CASE NUMBER: INCR390628

— A conformed copy will not be returned by the clerk unless a method of return is provided with the document. —

1. TO THE CLERK: Please dismiss this action as follows:

- a. (1) With prejudice (2) Without prejudice
- b. (1) Complaint (2) Petition
 (3) Cross-complaint filed by (name):
 (4) Cross-complaint filed by (name):
 (5) Entire action of all parties and all causes of action
 (6) Other (specify):*

on (date):
on (date):

Date: September , 2003

Barrington A.S. Daltrey

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)

LAW OFFICES OF BARRINGTON A.S. DALTREY

(SIGNATURE)

Attorney or party without attorney for:

* If dismissal requested is of specified parties only, of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

- Plaintiff/Petitioner Defendant/Respondent
 Cross-complainant

2. TO THE CLERK: Consent to the above dismissal is hereby given.**

Date:

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)

(SIGNATURE)

Attorney or party without attorney for:

** If a cross-complaint - or Response (Family Law) seeking affirmative relief - is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581(f) or (g).

- Plaintiff/Petitioner Defendant/Respondent
 Cross-complainant

(To be completed by clerk)

3. Dismissal entered as requested on (date):
 4. Dismissal entered on (date); as to only (name):
 5. Dismissal not entered as requested for the following reasons (specify):
 6. a. Attorney or party without attorney notified on (date):
 b. Attorney or party without attorney not notified. Filing party failed to provide
 a copy to conform means to return conformed copy

Date:

Clerk, by _____, Deputy

Handwritten initials/signature

**CERTIFICATE OF ASSISTANT SECRETARY
OF
LNR RIVERSIDE HOLDINGS, INC.**

The undersigned, Christopher J. Martin, as a duly elected and acting Assistant Secretary of LNR RIVERSIDE HOLDINGS, INC., a California corporation (the "Corporation"), which Corporation is the sole member of LNR RIVERSIDE, LLC, a California limited liability company (the "Company"), does hereby certify on behalf of the Corporation that the following are true, correct and complete copies of certain resolutions duly adopted by the Board of Directors of the Corporation, which resolutions have not been amended, modified or repealed and remain in full force and effect as of the date hereof:

RESOLVED, that the execution and delivery in the name and on behalf of the Corporation, under its corporate seal or otherwise, of all contracts, agreements, leases, deeds, promissory notes, mortgages, deeds of trust, releases, satisfaction pieces and any other documents and instruments necessary in or which pertain to the business of the Corporation, and any renewals, modifications, substitutions, extensions, amendments and supplements thereof, or any documents or instruments effectuating the assignment, sale or transfer of any securities, by the Chief Executive Officer, the President or any Vice President of the Corporation, and attested by the Secretary or any Assistant Secretary of the Corporation, shall be, and they hereby are authorized and empowered to be, deemed conclusive proof of the approval of the specific transaction(s) contemplated thereby and of the authority of such officers to execute, acknowledge, deliver and perform such documents and instruments;

RESOLVED, that the Chief Executive Officer, President and Vice Presidents of the Corporation, and each of them, be, and each hereby is, authorized, empowered and directed to take all such further action and to execute and deliver all such further agreements, instruments and other documents in the name and on behalf of the Corporation in its own right or in its capacity as the Managing Member and on behalf of the Company, and under its corporate seal or otherwise, and to pay any and all such expenses and taxes, as in such officer's or officers' sole and absolute judgment shall be deemed to be necessary, proper or advisable in order to fully carry out the intent and accomplish the purposes of the foregoing resolutions and the transactions contemplated thereby;

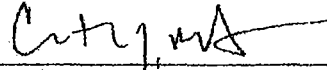
RESOLVED, that the taking of any action or the execution and delivery of any document authorized by the foregoing resolutions, and each of them, in the name and on behalf of the Corporation in its own right or in its capacity as the Managing Member and on behalf of the Company by the Chief Executive Officer, the President or any Vice President of the Corporation be, and it hereby is authorized and empowered to be, deemed conclusive proof of the approval thereof by the Board of Directors;

AND, RESOLVED, that the authorities hereby conferred shall be deemed retroactive, and any and all acts authorized herein that were performed prior to the passage of these resolutions be, and they hereby are, approved, ratified and confirmed in all respects.

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CSZ

The undersigned does hereby further certify on behalf of the Corporation that each of Daniel C. Grable, Curt Stephenson and David O. Team is a duly elected Vice President of the Corporation and is incumbent in such office.

IN WITNESS WHEREOF, the undersigned has signed this Certificate as Assistant Secretary on behalf of the Corporation as of the 5TH day of September, 2003.



Christopher J. Martin, Assistant Secretary



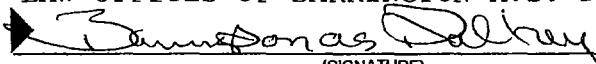
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): Barrington A.S. Daltrey, Esq. SB #92544 P.O. Box 5199 Riverside, CA 92517 TELEPHONE NO.: 909/780-5131	FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; letter-spacing: 0.5em;">FILED</div> SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE <div style="font-size: 1.5em; font-weight: bold;">SEP 22 2003</div>
ATTORNEY FOR (Name): Petitioners Insert name of court and name of judicial district and branch court, if any: Riverside County Superior Court - Indio Branch	
PLAINTIFF/PETITIONER: Center for Community Action and Environmental Justice, et al. DEFENDANT/RESPONDENT: March Joint Powers Authority, et al.	
REQUEST FOR DISMISSAL <input type="checkbox"/> Personal Injury, Property Damage, or Wrongful Death <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other <input type="checkbox"/> Family Law <input type="checkbox"/> Eminent Domain <input checked="" type="checkbox"/> Other (specify): CEQA Action	CASE NUMBER: INCR390628

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 (3) Cross-complaint filed by (name):
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 (5) Entire action of all parties and all causes of action
 (6) Other (specify):*

on (date):
on (date):

Date: September 22, 2003
 Barrington A.S. Daltrey
 (TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)

LAW OFFICES OF BARRINGTON A.S. DALTREY

 (SIGNATURE)
 Attorney or party without attorney for:

* If dismissal requested is of specified parties only, of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

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 Cross-complainant

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 Date:

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 a copy to conform means to return conformed copy

Date: _____ Clerk, by _____, Deputy

MEMORANDUM OF UNDERSTANDING

TERMS OF SETTLEMENT FOR DEVELOPMENT OF MARCH BUSINESS CENTER WITHIN THE MARCH JOINT POWERS AUTHORITY

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2.3 The memorandum outlines the conditions acceptable to the Authority, CCA EJ, CAREE and LNR, and will allow development of the March Business Center, a 1,290-acre development identified on exhibit "A", subject to implementation of those terms.

3. PURPOSE

3.1 Cooperation and Coordination

3.1.1 The primary purpose of this Memorandum is to memorialize the Settlement Terms for the future development of the 1,290-acre March Business Center

consistent with the objectives of the Authority, CCAEJ, CAREE and LNR as listed within this MOU.

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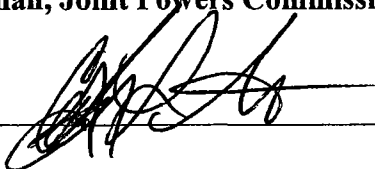
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MARCH JOINT POWERS AUTHORITY

By: 
Chairman, Joint Powers Commission

8-22-03
Date

Attest: 

CENTER FOR COMMUNITY ACTION AND ENVIRONMENTAL JUSTICE

By: 
Executive Director, Penny Newman

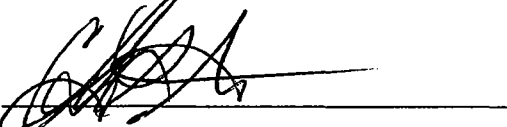
8-22-03
Date

Attest: 

COMMUNITY ALLIANCE FOR RIVERSIDE'S ECONOMY & ENVIRONMENT

By: 
Catherine Barrett-Fischer

8/22/2003
Date

Attest: 

LNR RIVERSIDE LLC

By: 
Curt Stephenson, Vice President

8/21/03
Date


Attest: 

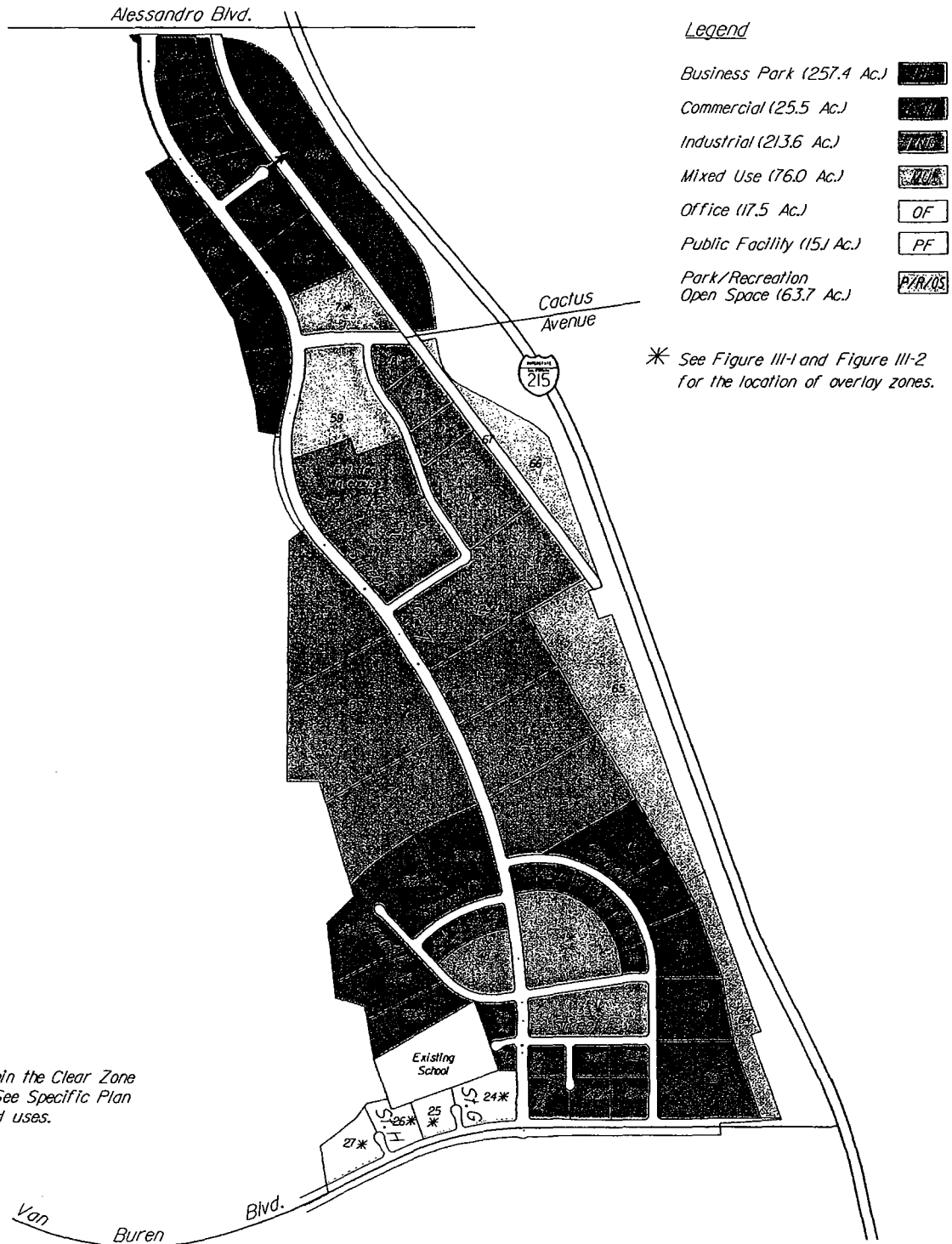
Exhibit "A"

MEMORANDUM OF UNDERSTANDING

TERMS OF SETTLEMENT FOR DEVELOPMENT OF MARCH BUSINESS CENTER
WITHIN THE
MARCH JOINT POWERS AUTHORITY

(Project Site Plan on Following Two Pages)

March Business Center - Specific Plan



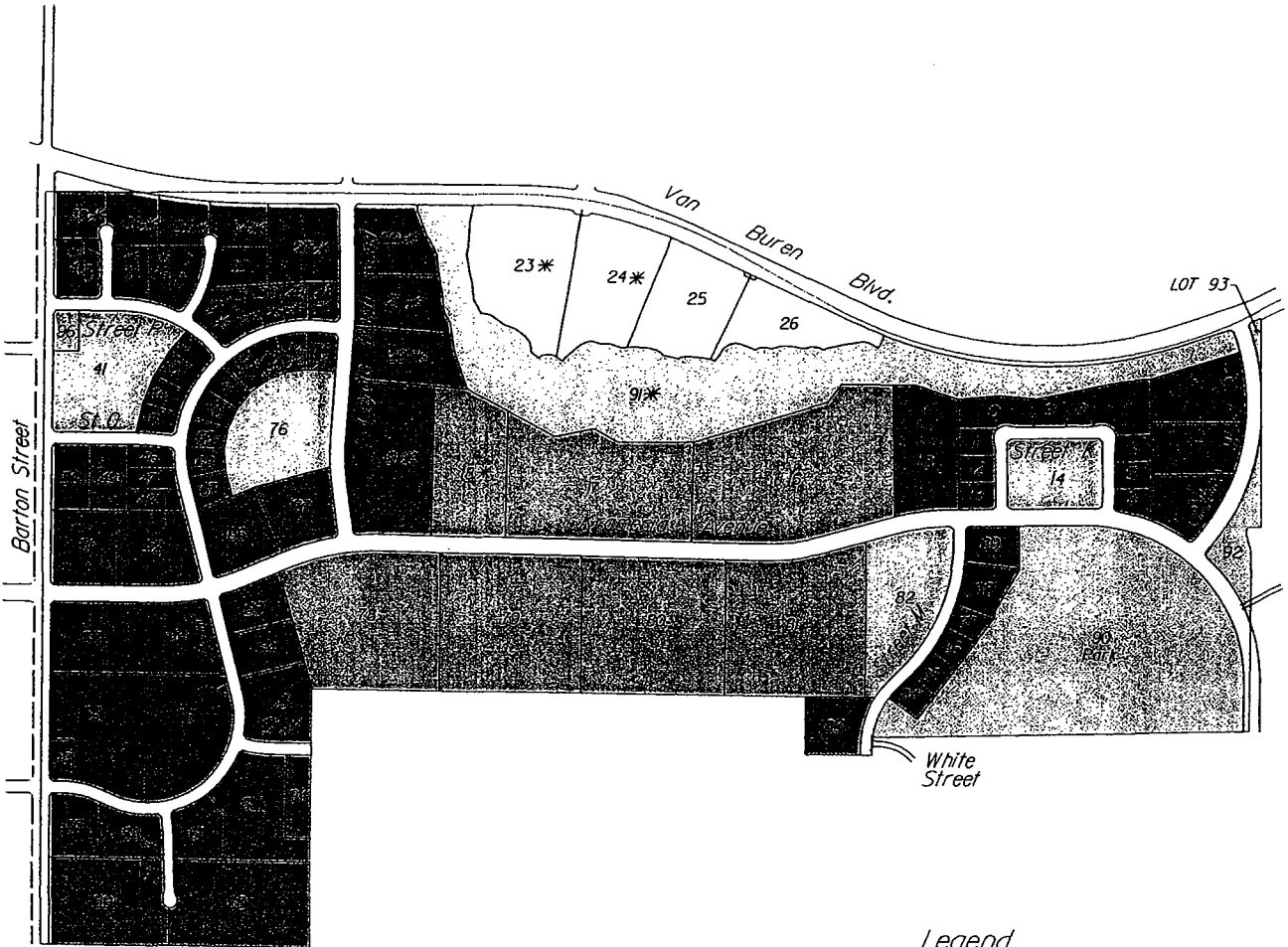
Note:

Parcel 65 is within the Clear Zone Overlay District. See Specific Plan for allowable land uses.

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Figure II-5

March Business Center - Specific Plan



Legend

Business Park (263.2 Ac.)	
Commercial (12.5 Ac.)	
Industrial (146.8 Ac.)	
Mixed Use (48.5 Ac.)	
Office (43.9 Ac.)	
Public Facility (n/a)	
Park/Recreation Open Space (111.6 Ac.)	

* See Figure III-1 and Figure III-2 for the location of overlay zones in lots 18-24, 27-40, 72-75 and in lot 91.

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Figure II-6

Exhibit "B"

MEMORANDUM OF UNDERSTANDING

TERMS OF SETTLEMENT FOR DEVELOPMENT OF MARCH BUSINESS CENTER WITHIN THE MARCH JOINT POWERS AUTHORITY

Definition

Logistics Warehouse: Any structure over 500,000 square feet that is designed to have more than 95% of its ground floor area dedicated to the storage of finished goods that are received at the facility specifically to be stored for a time and then shipped to various locales. The balance of the space is typically ancillary administrative offices and restrooms. Typically the facility would have at least one dock high truck loading door per 8,000 SF of space. Typically the structure has an interior clear height of 28' or greater to accommodate high pile rack storage. The facility is occupied by one tenant. The facility generally employs on site less than one person per every 3,000 SF of space.

Activities typically include: wholesale, storage and warehousing services, storage and wholesaling to retailers and consumers from the premises of finished goods and food products, distribution facilities for large scale retail firms, and logistics operations serving inventory fulfillment and 3rd party fulfillment. Typically, no assembly or value added processes occur at the facility.

