

**MEMORANDUM OF UNDERSTANDING
TO CONVEY PROPERTY TO THE CITY OF RIVERSIDE FOR A POLICE FACILITY**

This Memorandum of Understanding to convey Property to the City of Riverside to use as a Police Facility ("Agreement") is made and entered into this 17 day of November 2005, by and between the March Joint Powers Authority ("Authority"), a California Joint Powers Authority and the City of Riverside, a California charter city and municipal corporation ("City"), who together are sometimes referred to herein individually as "Party" or collectively as the "Parties."

RECITALS

A. Authority was formed in September of 1993 through the joint resolutions of the Cities of Perris, Moreno Valley, and Riverside and the County of Riverside. Authority was formed for the purpose of addressing the use, reuse, and joint use of realigned March Air Force Base.

B. On June 18, 2004, Authority and LNR Riverside, LLC, a California Limited Liability Company ("LNR") entered into a development agreement ("Development Agreement"), and as part of the Development Agreement (Section 3.1.5.1 City of Riverside Police Facility) LNR agreed to, within sixty (60) days of receipt of a written request from the Authority, offer to dedicate no more than ten (10) developable acres to be used by the City as a Police Facility. A copy of Section 3.1.5.1 of the Development Agreement is attached and incorporated herein by this reference as Exhibit "A".

C. On October 19, 2005, the Authority submitted a written request, in accordance with the terms of the Development Agreement, for LNR to dedicate no more than ten (10) developable acres to be used as a City Police Facility. A copy of the written request is attached and incorporated herein by this reference as Exhibit "B". A copy of LNR agreeing to the transfer of Property is incorporated herein by this reference and attached as Exhibit "C".

D. Authority and City have agreed that the City Police Facility will be located on a 10.0 net-acre portion of lot 41, exclusive of right-of-way ("Property") within the South Campus March Business Center (a.k.a. Meridian Business Park), more particularly shown and described on Exhibit "D" attached and incorporated herein by this reference.

E. City, upon transfer of the Property, shall become responsible for preparing and conducting any and all environmental studies, processing land use entitlements, annexing the Property to the City, and for the development of the Police Facility and construction of related infrastructure.

F. The Parties desire to enter into this Agreement because it is in their best interest and it is in the best interest of the public at large.

G. This Agreement is covered by the general rule that the California Environmental Quality Act (CEQA) applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Additionally, if there is any environmental impact(s), with the transfer of the Property, that impact(s) was thoroughly analyzed under the environmental assessment prepared for the Specific Plan.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Authority and City agree as follows:

TERMS AND CONDITIONS

1. Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above. Said Recitals are incorporated herein and made an operative part of this Agreement.

2. Transfer of Property. The Property shall be transferred to City in accordance with the terms and conditions contained in this Agreement.

2.1 Fee for Acquisition of Property. City shall not be required to pay any compensation, fee or money to Authority for the acquisition of the Property, other than those Transactional Costs described under Section 3.15 of this Agreement.

2.2 Availability of Alternate Site. It is expressly understood and agreed that City is accepting the Property in its "as is" condition and that Authority makes no representation, covenant, warranty or promise that the Property is fit for any particular use. However, should it be determined that the Property is not suitable for the development of a Police facility, Authority shall provide an alternate site, consistent with the terms of this agreement, which is found to be acceptable to all Parties.

2.3 Time Period for Determination of Suitability. The City shall have 3 (three) years from the date of conveyance to determine that the property is suitable or not suitable for development.

3. Property and Police Facility.

3.1 Elements of Police Facility. Police Facility shall mean a Police Department development, such as a Police substation or Police communication facility. The Police Department development may include other ancillary related uses providing services for Police facilities, including fleet refueling or auto wash facilities (which may serve non-police services if they also provide support for Police operations).

3.2 Development of Property. The Property shall be developed in a manner that ensures that grading, drainage, and driveway location is consistent with and does not negatively impact the adjoining lots approved under Tentative Tract Map No. 30857.

3.3 Barton Street Improvements. Authority's Environmental Impact Report (EIR) prepared for the March Business Center Specific Plan designates Barton Street as a Modified Secondary Highway with 76-feet of street improvements with two northbound lanes, two southbound lanes, and a center turn lane. The complete street section shall have a twelve (12) foot center turn lane, twelve (12) foot inner traffic lanes, fourteen (14) foot outer traffic lanes, six (6) foot striped bike lanes, curb/gutter, and six (6) foot sidewalks. The eastern street section is planned to include 6 (six) feet of landscape within the public right-of-way and 38 feet of landscape within a landscape tract or easement adjacent to the Police facility. Sidewalk may be adjacent or non adjacent to the curb. The Barton Street cross section is more particularly shown in Exhibit "E" attached and incorporated herein by this reference. City shall ensure that site development shall include construction of the east half-street adjacent to this site with appropriate transitions. If the existing west half-street is different from above, than the full width right-of-way will be designed to accommodate the planned two (2) northbound travel lanes, two (2) southbound travel lanes, center turn lane, bike lanes, and 6' sidewalks on both sides of the street.

3.4 Streets "P" and "Q" Improvements. City shall provide development of the adjacent half-streets, presently designated as streets "P" and "Q", at the time of development of the property.

3.5 Street Access. City shall design street access consistent with the Specific Plan and Environmental Impact Report for the March Business Center. All site ingress and egress shall be provided on streets "P" and "Q" as identified in the EIR and Specific Plan. Driveway access/curb cuts will be coordinated with nearby lots to assure safe access.

3.6 Entrance Feature. City shall coordinate with Authority when developing Property to ensure that an ample area is provided to accommodate the Meridian Business Park Entrance Feature planned at the southwest corner of the site. The Entrance Feature may consist of a grouping of Mexican Fan Palms and the Meridian logo – similar to northwest corner of Alessandro/Sycamore Canyon.

3.7 Landscape Buffer from Barton Street. City shall provide the same landscape buffer as required by the Meridian Business Park project. The landscape buffer is as follows: forty-four (44) feet on Barton Street, of which thirty-eight (38) feet is a landscape easement and six (6) feet is landscaping within the right-of-way. More particularly shown and described in Exhibit "E" attached and incorporated herein.

3.8 Landscape Theme/Design on Barton Street. City shall coordinate with Authority to ensure that Landscape Theme/Design on Barton Street is consistent with the overall theme for the Meridian Business Park. The theme is planned to consist of groupings of California Pepper Trees.

3.9 Landscape Theme on Streets P and Q. The project shall incorporate street trees with a minimum size of 24" box, spaced 30' on center on streets P and Q. Said trees to are to match the Meridian landscape theme and to be coastal live oak or "Swan Hill" Olive. Landscape documents will be coordinated with Authority to assure consistency of design.

3.10 Theme Perimeter Wall. The perimeter theme wall on Barton Street will match the design of the Meridian perimeter theme wall.

3.11 Street Maintenance. City shall be responsible for Street Maintenance on Barton Street for the area immediately adjacent to, and west of, the 10-acre Police facility site. It is the intent of the parties to further discuss the possibility of additional street maintenance by the City of Riverside for areas of Barton Street between Van Buren Boulevard to Mariposa Avenue. However, the discussion of maintenance of other portions of Barton Street are not a component of this MOU and would require a separate memorandum of understanding with the County of Riverside.

3.12 Fair Share Contribution for Landscape and Lighting Maintenance: The City shall be responsible for the maintenance of the 6-foot landscape verge within the Barton Street right-of-way and the 38-foot landscape easement adjacent to Barton Street. The City shall also be responsible for the maintenance of the 5-foot landscape verge within the right-of-ways for streets "P" and "Q". The City shall be responsible for the installation and maintenance of street lighting on Barton Street, Street "P" and Street "Q". City maintenance shall include all related expenses including water and electrical costs for street lighting and landscaping. March JPA recognizes that the aforementioned maintenance is roughly proportional to the overall maintenance responsibilities for all development within the Meridian Business Park, and therefore the March JPA Landscape and Lighting Maintenance District (LLMD #1) will not receive compensation from the City. In addition, upon conveyance, it is the intent of the City to annex the Property. Therefore, the annexation will effectively remove the Property from the March JPA Landscape and Lighting Maintenance District boundaries.

3.13 Environmental Review. City agrees to retain, at its sole cost and expense, an environmental consultant to conduct an Environmental Review in order to determine the potential environmental impacts of the development of the Property and Construction of the Police Facility. The Environmental Review shall address the requirements of the California Environmental Quality Act ("CEQA") (Public Resources Code § 21000 et seq., and any other applicable approval process.

3.13.a. Additional Mitigation. In the event that any mitigation including, but not limited to, soil remediation shall be required for any reason and by any party, the City shall conduct all such mitigation, at its sole cost and expense, and in compliance with all applicable federal, state, regional and local laws, ordinances and regulations.

3.14 Regulation by Other Public Agencies. It is acknowledged by the Parties that other public agencies not within the control of City may possess authority to regulate aspects of the development of the Property and construction of the Police Facility separately from the Authority, and this Agreement does not limit the authority of such other public agencies. Further, City agrees that the development of the site and construction of the Police Facility may be subject to other state and federal regulations, including regulations from the Santa Anna Regional Water Quality Control Board, Riverside County Airport Land Use Commission, Air Quality Management District and the U.S Fish and Wildlife Service and other agencies with jurisdiction, and that this Agreement is not authorizing the City to develop the Property or construct the Police Facility in violation of other applicable regulations. City shall be solely responsible for complying with any and all such applicable regulations.

3.15 Transactional Costs. City shall be responsible for paying all closing costs associated with the transfer of the land.

3.16 Restrictions on Use of Property. The Property, or any alternate property conveyed to City pursuant to Section 2.2 herein, shall be used as a City Police Facility as described in this Agreement.

4. Mutual Cooperation, Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

5. Naming of Streets Abutting Property. Authority shall retain authority for street naming or renaming of adjoining streets to the site (streets P and Q), exclusive of Barton Street. Authority shall seek input from the City of Riverside prior to determining the street names for streets P and Q. The current conceptual street names are based on business terms, including Innovation Drive and Enterprise Drive.

6. Timing. Time is of the essence in each one of the dates in this agreement.

7. Assignment. This Agreement cannot be assigned or transferred. Any attempt to assign or transfer this Agreement, in whole or in part, shall cause the Property to revert back to Authority or the Authority's successor – in – interest.

8. Release of Liability. In consideration for the transfer of Property granted pursuant to this Agreement, City, on behalf of itself and its elected officials, officers, employees, agents and volunteers hereby releases and forever discharges the Authority and its respective elected officials, officers, members, employees, agents and volunteers from any and all known and unknown, certain or contingent, past, present or future obligations, liabilities, demands, claims, costs, expenses, debts, controversies, damages, actions, and causes of action of every nature, character, or description which they may have against the Authority, arising from or in any way related to this Agreement.

CITY HEREBY ACKNOWLEDGES THAT IT READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

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

BY INITIALING BELOW, CITY HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE RELEASED MATTERS

_____

City's Initials

9. Entire Agreement; Amendment. This Agreement contains the entire agreement of the Parties hereto with respect to the matters contained herein, and supersedes all negotiations, prior discussions and preliminary agreements or understandings, written or oral. No waiver or modification of this Agreement shall be binding unless consented to in writing by both Parties.
10. Waiver. Waiver of any default shall not constitute a waiver of any other default or breach, whether of the same or other covenant or condition.
11. Invalidity and Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
12. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.
13. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
14. Authority to Enter into Agreement. Authority and City warrant that they have all requisite power and authority to execute and perform this Agreement. Each person executing this Agreement on behalf of their party warrants that he or she has the legal power, right, and authority to make this Agreement and bind his or her respective party.
15. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
16. Construction of Agreement. This Agreement shall be liberally construed to effectuate the intention of the Parties with respect to the matters described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement, nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party

primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof.

17. Headings. The headings of Sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.

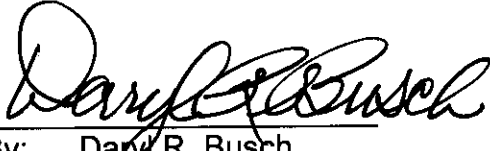
18. Legal Action Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which the Party is entitled.

[Signatures on Following Page]

SIGNATURE PAGE TO AGREEMENT

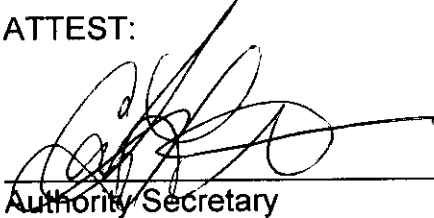
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

MARCH JOINT POWERS AUTHORITY
a California Joint Powers Authority

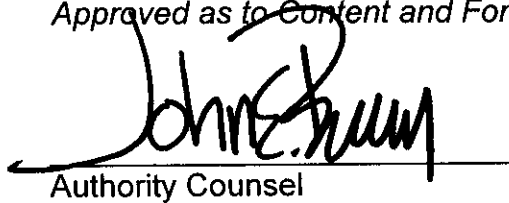


By: Darryl R. Busch
Its: Chairman


ATTEST:


Authority Secretary


Approved as to Content and Form:


Authority Counsel

CITY OF RIVERSIDE
a Municipal Corporation


11-15-05
By: Bradley J. Hudson
Its: City Manager

ATTEST:


Colleen Nicol
City Clerk

Approved as to Form:



Kristi J. Smith
Deputy City Attorney

EXHIBIT "A"
Section 3.1.5.1 of Development Agreement

[attached on following page]

EXHIBIT A

for historic preservation other than as set forth in the Existing Approvals unless Developer expressly consents thereto.

3.1.5 Public Benefits.

The following public benefits shall be provided by the Developer, as follows:

3.1.5.1 City of Riverside Police Facility. Developer shall, within sixty (60) days following its receipt of a written request therefor from the Authority, and at no cost to the Authority or the City of Riverside, offer to dedicate no more than ten (10) developable acres in the southern portion of the Property (South of Van Buren Boulevard) for use as a City of Riverside Police Department facility. Any formal acceptance of such offer of dedication shall be made by the Authority or City of Riverside within seven (7) years following the Effective Date. If such acceptance is not made within the required time period, then Developer's offer of dedication shall be deemed to be withdrawn and Developer shall have no further obligation under this sub-Section 3.1.5.1. The precise location of such real property shall be subject to the agreement of Developer, the Authority and the City of Riverside; provided however, that the location shall be adjacent to the City of Riverside. No fee credits shall be available to Developer for such dedication.

3.1.5.2 JPA Office. Notwithstanding any contrary provisions in this Development Agreement, Developer shall pay to the Authority seven hundred thousand dollars (\$700,000.00) (the "JPA Office Fee") to be used by the Authority exclusively for the costs associated with the design and construction of a JPA office (the "JPA Office Improvements") on the grounds of the General Old Golf Course. Developer shall pay the JPA Office Fee to the Authority in cash or cash equivalent within sixty (60) days following its receipt of a written request therefor from the Authority, provided Developer has reasonably determined that: (i) the Authority has expended, or will expend within sixty (60) days of receiving the JPA Office Fee, its allocated share of the funds to be used for the JPA Office Improvements, based upon a budget reasonably approved by Developer (the "JPA Office Budget"); (ii) the Authority has commenced design or construction of the JPA Office Improvements; and (iii) the Authority has secured sufficient funds to complete the JPA Office Improvements based upon the JPA Office Improvements Budget.

3.1.5.3 51 Acre Military Theme Park. Developer shall, within nine (9) months following its receipt of a written request therefore from Authority (the "Improvements Request"), apply for all permits required to construct all street, sidewalk, gutter, and associated off-site improvements (the "Military Theme Park Improvements") for the 51-acre military theme park generally located south of Van Buren Boulevard. Developer shall complete the Military Theme Park Improvements within fifteen (15) months following its receipt of the Improvements Request. The Military Theme Park Improvements shall be deemed complete upon the successful completion of the final building inspection related thereto. In the event Developer receives the Improvements Request prior to the issuance of a grading permit to Developer for mass grading of Phase III (as identified in the Specific Plan), the nine (9) and fifteen (15) month periods set forth above shall not commence until such permit is issued to Developer. The Military Theme Park Improvements shall include the construction of the parking lot, construction of a three-quarter (¾) mile pedestrian path system, the installation of the street trees, landscape easement landscaping and the initial three (3) acres of usable park space. Construction shall also include

EXHIBIT "B"

Written Request to LNR to Dedicate Property for Police Facility

[attached on following page]

MARCH JOINT POWERS AUTHORITY



October 19, 2005

Michael Morris
LNR Riverside, LLC
4350 Von Karman Ave., Ste. 200
Newport Beach, CA 92660

Re: Consent to transfer site for police facility.

Dear Michael:

Section 3.1.5.1 of the Development Agreement between the March Joint Powers Authority (JPA) and LNR Riverside, LLC (LNR) states in part: "Developer shall, within sixty (60) days following its receipt of a written request therefore from the Authority, and at no cost to the Authority or the City of Riverside, offer to dedicate no more than ten (10) developable acres in the southern portion of the Property (South of Van Buren Boulevard) for use as a City of Riverside Police Department facility."

Please accept this letter as a formal written request by the JPA to LNR for the concurrence and release of the ten (10) acre site for the police facility.

Do not hesitate to contact the JPA offices should you have any questions or need any additional information.

Thank you,

A handwritten signature in black ink, reading "Daryl R. Busch". The signature is fluid and cursive, with the first name "Daryl" being more prominent.

Daryl R. Busch
Chairman
March Joint Powers Commission

EXHIBIT "C"

Written Response From LNR Agreeing to the Transfer of Property to City of Riverside

[attached on following page]



October 20, 2005

Mr. Dan Fairbanks
Planning Manager
March Joint Powers Authority
P. O. Box 7480
Moreno Valley, CA 92552

RE: Meridian/City of Riverside Police Station

Dear Mr. Fairbanks:

Per the Settlement Agreement and Development Agreement, both agreed to and executed by LNR Riverside, LLC, the City of Riverside is to be granted dedication of a ten (10) acre site in the South Campus of Tentative Map No. 30857 to be developed as a "Police Department facility" and annexed into the City of Riverside. We understand that this ten (10) acre site to be dedicated by the March JPA to the City is a portion of Tentative Tract Map 30857, Lot 41, a Mixed Use zone lot between Streets "P" and "Q", fronting on Barton Street. Moreover, this dedication will satisfy any and all of LNR's obligations under the Settlement Agreement and Development Agreement with respect to the provision of a site for a City of Riverside Police Department facility.

We trust that the March JPA will insure that the intent and spirit of our approved Tentative Map, Specific Plan, and Design Guidelines are met on the development of this site and not to the detriment of the adjacent parcels and those parcels across the street within Meridian related to grading, drainage, driveway access, utilities, screening, views, landscaping, signage, aesthetics, and architecture.

We expect that the JPA will ensure that the City utilizes this parcel for its intended use as a police department facility. In the future, if the City determines that the parcel can not be utilized for this intended use, the City should convey its interest in it to the JPA for reincorporation into Meridian to create additional private sector jobs.

As this chosen location is in our last phase of development of Meridian slated for development in about 2015, we don't expect to provide, nor are we obligated to provide under the Settlement Agreement or Development Agreement, any physical improvements or utilities to this site.

We look forward to the successful development of the City of Riverside police department facility adjacent to Meridian. Please call with any questions.

Sincerely,

By: **LNR Riverside, LLC, a California limited liability company**

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

WV

By: _____

Its: _____

VICE PRESIDENT

Please indicate the JPA's consent to the provisions of this letter by signing and dating this letter where indicated below and returning a copy to LNR Riverside, LLC.

March Joint Powers Authority

By: _____

Name: Daryl R. Busch

Title: JPC Chairman

Date: October 20, 2005

EXHIBIT "D"

Legal Description of Property and Map Showing Location of Property

[attached on following page]

36 *9/20/05*
LO Ad /

20. A.

24. A

Street P.

06
0 Ag

Lot #97
1.7A

LOT
41

N.O.A.C.

38
Landscape
Easement

43
10 Ad.

44
10 A.

45
10 Aug

Street Q

46

50

48

Barton Street/Road

Legal Description

Exhibit "A"

IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF LOTS 1 AND 2 IN BLOCK 71 OF THE ALLESANDRO TRACT, PER MAP AS FILED IN BOOK 6 OF MAPS PAGE 13, IN THE RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, IN SECTION 28, TOWNSHIP 3 SOUTH, RANGE 4 WEST, S.B.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID SECTION 28, DISTANT THEREON SOUTH $00^{\circ}36'28''$ WEST 1058.62 FEET FROM THE NORTHWEST CORNER THEREOF BEING THE **TRUE POINT OF BEGINNING**; THENCE SOUTH $89^{\circ}23'32''$ EAST 223.67 FEET, THENCE NORTH $00^{\circ}35'22''$ EAST 271.37 FEET; THENCE SOUTH $89^{\circ}24'38''$ EAST 276.40 FEET TO A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 811.00 FEET; THENCE EASTERLY 144.51 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $10^{\circ}12'33''$ TO A RADIAL LINE OF SAID CURVE WHICH BEARS NORTH $10^{\circ}47'55''$ EAST; THENCE SOUTH $31^{\circ}39'39''$ WEST 221.03 FEET; THENCE SOUTH $58^{\circ}20'21''$ EAST 283.42 FEET; THENCE SOUTH $31^{\circ}39'39''$ WEST 99.10 FEET; THENCE SOUTH $21^{\circ}48'19''$ WEST 197.30 FEET; THENCE SOUTH $11^{\circ}56'39''$ WEST 199.64 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1439.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH $01^{\circ}03'29''$ EAST; THENCE WESTERLY 11.77 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $00^{\circ}28'07''$; THENCE NORTH $89^{\circ}24'38''$ WEST 599.05 FEET TO THE WEST LINE OF SAID SECTION 28; THENCE NORTH $00^{\circ}36'28''$ WEST 541.63 FEET ALONG SAID WEST LINE TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 10.702 ACRES MORE OR LESS

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

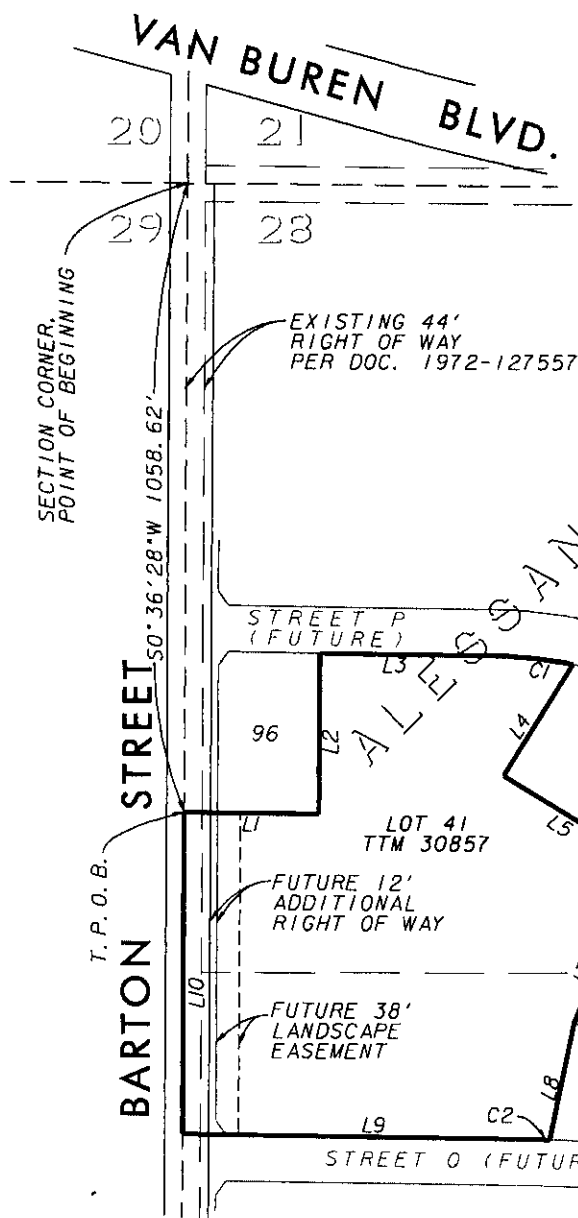
PREPARED UNDER THE SUPERVISION OF:

MICHAEL JAMES KNAPTON

DATE

P.L.S. 8012

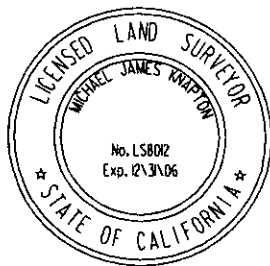
EXPIRES 12/31/06



LINE TABLE			
NO.	Δ OR BRG.	RADIUS	LENGTH
L1	S89°23'32"E		223.67'
L2	N0°35'22"E		271.37'
L3	S89°24'38"E		276.40'
L4	S31°39'39"W		221.03'
L5	S58°20'21"E		283.42'
L6	S31°39'39"W		99.10'
L7	S21°48'19"W		197.30'
L8	S11°56'39"W		199.64'
L9	N89°24'38"W		599.05'
L10	N0°36'28"E		541.63'

CURVE DATA			
NO.	Δ OR BRG.	RADIUS	LENGTH
C1	Δ 10°12'33"	811.00'	144.51'
C2	Δ 0°28'07"	1439.00'	11.77'

TENTATIVE TRACT
MAP 30857



Scale: 1"=300'



**Kimley-Horn
and Associates, Inc.**

Engineering, Planning and Environmental Consultants
517 Fourth Avenue - Suite 301 - San Diego, Ca. - 92101
Tel: (619) 234-9411 Fax: (619) 234-9433

Exhibit B
Lot 41, Tentative Tract Map 30857, South
City of Riverside Police Station Facility

October 13, 2005

Lot41-SOUTH CAMPUS.txt

Parcel name: LOT 41 SOUTH CAMPUS

North: 2267076.5142 East : 6239546.6384
 Line Course: N 58-20-21 W Length: 283.42
 North: 2267225.2785 East : 6239305.3998
 Line Course: N 31-39-39 E Length: 221.03
 North: 2267413.4126 East : 6239421.4162
 Curve Length: 144.51 Radius: 811.00
 Delta: 10-12-33 Tangent: 72.45
 Chord: 144.32 Course: N 84-18-21 W
 Course In: S 10-47-55 W Course Out: N 00-35-22 E
 RP North: 2266616.7740 East : 6239269.4692
 End North: 2267427.7310 East : 6239277.8125
 Line Course: N 89-24-38 W Length: 276.40
 North: 2267430.5745 East : 6239001.4271
 Line Course: S 00-35-22 W Length: 271.37
 North: 2267159.2189 East : 6238998.6353
 Line Course: N 89-23-32 W Length: 223.67
 North: 2267161.5915 East : 6238774.9779
 Line Course: S 00-36-28 W Length: 541.63
 North: 2266619.9919 East : 6238769.2326
 Line Course: S 89-24-38 E Length: 599.05
 North: 2266613.8292 East : 6239368.2509
 Curve Length: 11.77 Radius: 1439.00
 Delta: 0-28-07 Tangent: 5.89
 Chord: 11.77 Course: S 89-10-34 E
 Course In: S 00-35-22 W Course Out: N 01-03-29 E
 RP North: 2265174.9053 East : 6239353.4471
 End North: 2266613.6600 East : 6239380.0189
 Line Course: N 11-56-39 E Length: 199.64
 North: 2266808.9777 East : 6239421.3361
 Line Course: N 21-48-19 E Length: 197.30
 North: 2266992.1612 East : 6239494.6239
 Line Course: N 31-39-39 E Length: 99.10
 North: 2267076.5122 East : 6239546.6404

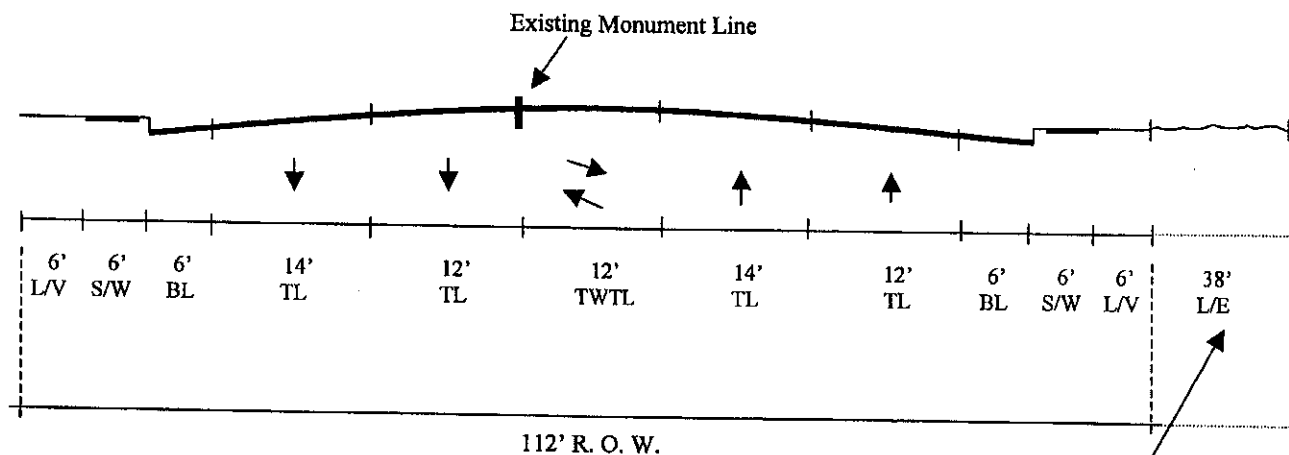
Perimeter: 3068.89 Area: 466,193 sq.ft. 10.70 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
 Error Closure: 0.0029 Course: S 45-56-09 E
 Error North: -0.00199 East : 0.00206
 Precision 1: 1,058,237.93

[illegible]

EXHIBIT "E"
Barton Street Cross Section
[attached on following page]

Exhibit "E" **Barton Street Cross Section**



Legend

LV= Landscape Verge
 S/W= Sidewalk
 BL= Class II Bike Lane
 TL= Travel Lane
 TWTL= Two-way left turn lane
 L/E= Landscape Easement

Landscape Easement
 (See note 3)

Notes:

1. Thickness and Base to be determined by City of Riverside.
2. Construction to be by City of Riverside.
3. 38' landscape easement to be located on east side of Barton only.
4. Street section is not centered on monument line. Improvements are shifted 6' east to account for existing street section built within the City of Riverside.

DOCUMENT TRANSMITTAL FORM

RECEIVED

OCT 27 2005

CITY OF RIVERSIDE
CITY CLERK'S OFFICE

TO: CITY CLERK'S OFFICE
FROM: CITY ATTORNEY'S OFFICE
DATE: October 27, 2005

CONTRACTOR/OTHER PARTY: MARCH JOINT POWERS AUTHORITY

DOCUMENT DESCRIPTION/BID NO.: Memorandum of Understanding to Convey Property to the City of
Riverside for a Police Facility

X Approved by [City Council] [Agency] on
Anticipated [City Council] [Agency] future agenda of 11/01/05
No City Council action required

91-166 attached

Insurance required:

Bonds required:

X No
Yes, as attached
Yes, withhold execution until received

X No
Yes, as attached
Yes, withhold execution until received

Type of Insurance required (unless waived by the Risk Manager):

Commercial General Liability
Auto
Professional Liability
Workers' Compensation
Other:

Agreement date(s):

City Council Approval Date:
Date City executes

X Other: **DATE MARCH EXECUTES**
Agreement expiration date:

11-15

Dist Head
attached

Comments: **CITY TO EXECUTE FIRST, THEN SEND TO MARCH TO EXECUTE. SEND BOTH
ORIGINALS SO THAT MARCH WILL SEND US ONE BACK. AFTER EXECUTION,
PLEASE RETURN TO MICHAEL BECK IN CITY MANAGER.**

Department: City Manager

Contact person: Michael Beck

Approved as to form by: Kristi Smith

Date Approved as to Form: 10/27/05

CA #: 05-2235

cc: Purchasing Division
Originating Department: City Manager

11-15
Hand Delivered

DATE: 11-3-05

CONTRACTOR: March Joint Powers Authority

DESCRIPTION: MOU to Convey Property to the City of Riverside for a Police Facility

DEPARTMENT: City Manager

DEPT. HEAD APPROVAL: *MB*

RETURN TO DORI ALEXANDER, EXT. 4276, CITY CLERK'S OFFICE

Michael -

*Dori would like your approval /concur w/agreement
sign or initial Dept. Head approval above.
Agreement for Tom to sign and for your review is ^{Angela}
attached*

DOC # 2006-0748591
10/11/2006

RECORDING REQUESTED BY:
and WHEN RECORDED MAIL TO:

March Joint Powers Authority
Attn: Executive Director
3430 Bundy Drive, Suite 107
Riverside, CA 92518-1504

Conformed Copy
Has not been compared with original

Larry W Ward
County of Riverside
Assessor, County Clerk & Recorder

Portion APN's 299-100-002

TRA - 098 - 008

Exempt from Recording Fees per Govt. Code §27383
Exempt from Documentary Transfer Tax per Calif. Rev. &
Tax. Code §11922

QUITCLAIM DEED

FOR VALUE RECEIVED, receipt of which is hereby acknowledged,

LNR RIVERSIDE, LLC, a California limited liability company ("LNR")

hereby remises, releases and forever quitclaims to

MARCH JOINT POWERS AUTHORITY, a joint powers authority established under the laws of the State of California ("March"),

all right, title and interest in and to that certain real property situated in the County of Riverside, State of California and more fully described in EXHIBIT A and depicted in EXHIBIT B attached hereto and incorporated herein by reference ("**Property**"), that LNR has or may have pursuant to or arising from the following-described documents and amendments thereto, if any:

- (i) That certain West March Disposition and Development Agreement described in that certain Memorandum of West March Disposition and Development Agreement recorded February 11, 2002 as Instrument No. 2002-074167 in Official Records of Riverside County, California; and
- (ii) That certain Development Agreement by and between March and LNR for Former March Air Force Base dated June 18, 2004 and recorded June 7, 2004 as Instrument No. 2004-0433039 in Official Records of Riverside County, California.

[signature on following page]

COPY

**SIGNATURE PAGE TO
QUITCLAIM DEED**

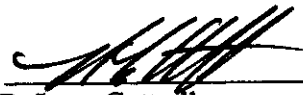
IN WITNESS WHEREOF, LNR has caused this instrument to be executed on the date set forth below.

Dated: 10/6/06

LNR RIVERSIDE, LLC,
a California limited liability company

By: LNR Riverside Holdings, Inc.
a California corporation

Its: Member

By: 
R. Lang Cottrell
VICE PRESIDENT

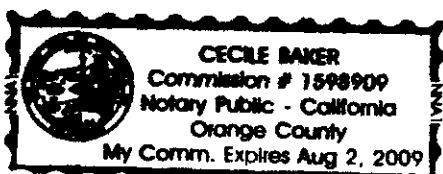
my

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange } ss.

On 10/6/06, before me, Cecile Baker, Notary Public,
personally appeared R. Lang Cottrell,
Name and Title of Officer (e.g., Jane Doe, Notary Public)
Name(s) of Signer(s)



☒ personally known to me

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

WITNESS my hand and official seal.

Place Notary Seal Above

Cecile Baker
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Quit Claim Deed

Document Date: 10/6/06

Number of Pages: (2) Plus Exhibit A & B

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: R. Lang Cottrell

- ☐ Individual
☒ Corporate Officer — Title(s): Vice President
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

**EXHIBIT A TO
QUITCLAIM DEED**

Legal Description of Property

[attached behind this page]

Legal Description

Exhibit "A"

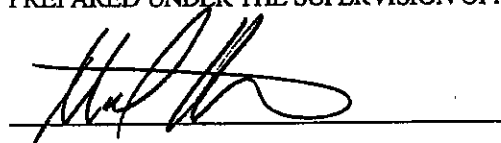
IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF LOTS 1 AND 2 IN BLOCK 71 OF THE ALLESANDRO TRACT, PER MAP AS FILED IN BOOK 6 OF MAPS PAGE 13, IN THE RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, IN SECTION 28, TOWNSHIP 3 SOUTH, RANGE 4 WEST, S.B.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID SECTION 28, DISTANT THEREON SOUTH 00°36'28" WEST 1058.62 FEET FROM THE NORTHWEST CORNER THEREOF BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°23'32" EAST 223.67 FEET, THENCE NORTH 00°35'22" EAST 271.37 FEET; THENCE SOUTH 89°24'38" EAST 276.40 FEET TO A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 811.00 FEET; THENCE EASTERLY 144.51 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°12'33" TO A RADIAL LINE OF SAID CURVE WHICH BEARS NORTH 10°47'55" EAST; THENCE SOUTH 31°39'39" WEST 221.03 FEET; THENCE SOUTH 58°20'21" EAST 283.42 FEET; THENCE SOUTH 31°39'39" WEST 99.10 FEET; THENCE SOUTH 21°48'19" WEST 197.30 FEET; THENCE SOUTH 11°56'39" WEST 199.64 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1439.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 01°03'29" EAST; THENCE WESTERLY 11.77 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°28'07"; THENCE NORTH 89°24'38" WEST 599.05 FEET TO THE WEST LINE OF SAID SECTION 28; THENCE NORTH 00°36'28" WEST 541.63 FEET ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING.

CONTAINING 10.702 ACRES MORE OR LESS

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

PREPARED UNDER THE SUPERVISION OF:



MICHAEL JAMES KNAPTON

10/17/05

DATE

P.L.S. 8012

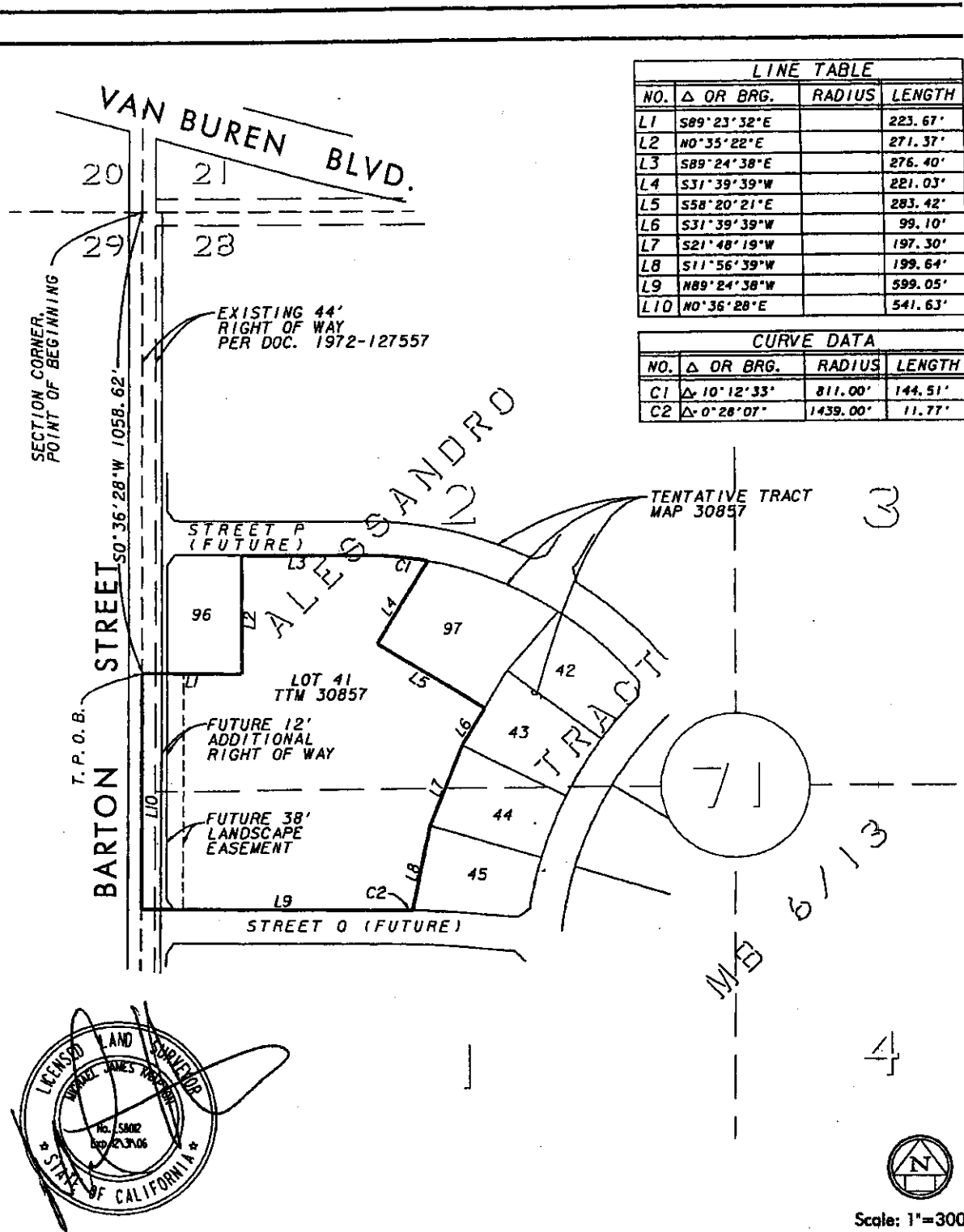
EXPIRES 12/31/06



**EXHIBIT B TO
QUITCLAIM DEED**

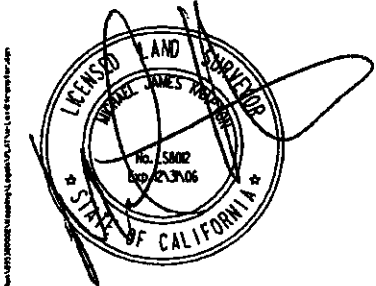
Depiction of Property

[attached behind this page]



LINE TABLE			
NO.	Δ OR BRG.	RADIUS	LENGTH
L1	S89°23'32"E		223.67'
L2	N0°35'22"E		271.37'
L3	S89°24'38"E		276.40'
L4	S31°39'39"W		221.03'
L5	S58°20'21"E		283.42'
L6	S31°39'39"W		99.10'
L7	S21°48'19"W		197.30'
L8	S11°56'39"W		199.64'
L9	N89°24'38"W		599.05'
L10	N0°36'28"E		541.63'

CURVE DATA			
NO.	Δ OR BRG.	RADIUS	LENGTH
C1	Δ 10°12'33"	811.00'	144.51'
C2	Δ 0°28'07"	1439.00'	11.77'



Kimley-Horn and Associates, Inc.
 Engineering, Planning and Environmental Consultants
 517 Fourth Avenue - Suite 301 - San Diego, Ca. - 92101
 Tel: (619) 234-9411 Fax: (619) 234-9433

Exhibit B
Lot 41, Tentative Tract Map 30857, South
City of Riverside Police Station Facility
 October 13, 2005

**MARCH JOINT POWERS AUTHORITY
CERTIFICATE OF ACCEPTANCE OF
QUITCLAIM DEED**

This Certificate of Acceptance pertains to the interest in certain real property conveyed by the
Quitclaim Deed dated 10/6/06 to which this Certificate of Acceptance is attached,

from: **LNR RIVERSIDE, LLC, a California limited liability company ("LNR")**

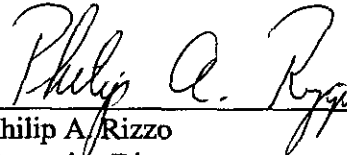
to: **MARCH JOINT POWERS AUTHORITY, a joint powers authority
established under the laws of the State of California ("March"),**

Said Quitclaim Deed is hereby accepted by the undersigned officer on behalf of March
pursuant to authority conferred by March's governing board, and March hereby consents to
recordation of said Quitclaim Deed.

Dated: October 6, 2006

**MARCH JOINT POWERS AUTHORITY,
a joint powers authority established under the laws of
the State of California**

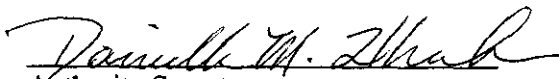
By:


Philip A. Rizzo

Its:

Executive Director

ATTEST:


Authority Secretary

RECORDED AT REQUEST OF:
March Joint Powers Authority

WHEN RECORDED MAIL TO:

Authority Secretary's Office
March Inland Port Airport Authority
P.O. Box 4780
Moreno Valley, CA 92552

DOC # 2006-0748592

10/11/2006

Conformed Copy

0 Has not been compared with original

Larry W Ward
County of Riverside
Assessor, County Clerk & Recorder

FREE RECORDING

This instrument is for the benefit of the
March Inland Port Airport Authority and
is entitled to be recorded without fee
(Government Code Section 27383)

ABOVE FOR RECORDER'S OFFICE USE ONLY

Project: March JPA - Police Facility
APN: Portion 294-100-002
TRA - 098-008

AVIGATION EASEMENT AND RELEASE
(March Air Reserve Base and March Inland Port)

WHEREAS MARCH JOINT POWERS AUTHORITY, a joint powers authority established under the laws of the State of California ("**Grantor**"), is the owner in fee of that certain real property situated in the County of Riverside, State of California and more fully described in EXHIBIT A and depicted in EXHIBIT B attached hereto and incorporated herein by this reference ("**Grantor's Property**"); and

WHEREAS Grantor's Property is located within the Air Installation Compatible Use Zone (AICUZ) for March Air Reserve Base and the Airport Land Use Plan for March Inland Port ("**March Airfield**"), in the County of Riverside, State of California, that is operated as a joint use airport facility for both military operations and civilian uses (passenger and cargo air traffic), and within the flight path of Aircraft (defined below) operating from said March Airfield; and

WHEREAS Grantor intends to convey all Grantor's right, title and interest in Grantor's Property to City of Riverside, a municipal corporation of the State of California ("**City**") by a grant deed to be recorded immediately following recording of this document in Official Records of Riverside County, California, for purposes of the development a police facility ("**Project**"); and

COPY

WHEREAS Grantor intends that the easement and covenants contained in this document attach to Grantor's Property prior to the recording of and superior to such grant to City and run with the land; and

WHEREAS the City will seek approval from the March Joint Powers Authority for the development of Grantor's Property for the Project; and

WHEREAS March Joint Powers Authority will condition its approval of the Project by requiring the granting of an aviation easement over the Grantor's Property; and

WHEREAS Section 21652 of the Public Utilities Code authorizes the March Inland Port Airport Authority to acquire an aviation easement in such airspace above the surface of property where necessary to permit imposition upon such property of excessive noise, vibration, discomfort, inconvenience, interference with use and enjoyment, and any consequent reduction in market value, due to the operation of Aircraft to and from the March Airfield; and

WHEREAS the term "**Aircraft**" as used herein shall mean any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air, military or civilian, by whomsoever owned and operated;

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor does hereby grant to the MARCH INLAND PORT AIRPORT AUTHORITY, a California public authority ("**Grantee**"), its successors, assigns, lessees, sublessees, licensees and invitees, for the use and benefit of the public, including, but not limited to the United States Air Force, a perpetual easement and right of flight for the passage of Aircraft, military and civilian, by whomsoever owned and operated in the airspace above the surface of Grantor's Property, together with the right to cause in said airspace such noise, sound or shock waves, vibrations, dust, smoke, light, orders, fumes, thermal waves, fuel particles, air quality changes, and other related condition that may be inherent in the operation of Aircraft (hereinafter called, collectively, "**Aircraft Operation Effects**").

Grantor hereby acknowledges that March Airfield is an operating joint use airport facility subject to increases in the intensity of use and operation, including present and future air craft operation effects, and Grantor hereby fully waives, remises and releases any right or cause of action which Grantor may now or in the future have against Grantee, its successors, assigns, lessees, sublessees, licensees and invitees, due to such Aircraft Operation Effects that may be caused by the operation of Aircraft landing at or taking off from, or operating at or on March Airfield or other airport or air facility which is or may be located at or near the site of said March Airfield. Said waiver and release shall include, but not be limited to, claims known or unknown for damages for physical or emotional injuries, discomfort, inconvenience, property damage, interference with use and enjoyment of property, diminution of property values, nuisance or inverse condemnation or for injunctive or other extraordinary or equitable relief.

Grantor, on behalf of itself and its successors and assigns, agrees not to construct nor permit the construction or growth of any structure, tree or other object that obstructs or interferes with the use of rights herein granted or that creates interference with communication between any installation at March Airfield and Aircraft, or to cause difficulty for pilots to distinguish between airport lights and other lights or impair visibility in the vicinity of March Airfield, or to otherwise endanger the landing, take-off, or maneuvering of Aircraft on or at said March Airfield.

Grantor, on behalf of itself and its successors and assigns, agrees that Grantee shall have the right to mark and light as obstructions to air navigation any such building, structure, tree or other object now upon or that in the future may be placed upon Grantor's Property, together with the right of ingress to, egress from and passage over and within Grantor's Property for the purpose of accomplishing such marking and lighting.

The foregoing grant of easement shall not be considered as otherwise prohibiting the use of Grantor's Property for any lawful purpose below minimum flight altitudes for Aircraft presently authorized or hereafter authorized by the appropriate federal or state authority, provided all applicable federal, state and local regulations pertaining to height restriction are adhered to.

IT IS UNDERSTOOD AND AGREED that this easement and the rights and restrictions herein created shall run with the land and shall be binding upon the Grantor and the heirs, administrative, executors, successors, and assigns of Grantor.

Dated: 10-6-06

MARCH JOINT POWERS AUTHORITY, a joint powers authority established under the laws of the State of California

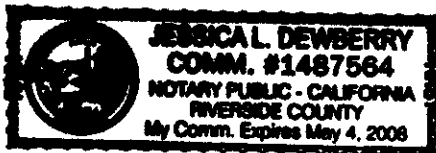
By: Philip A. Rizzo
Philip A. Rizzo
Its: Executive Director

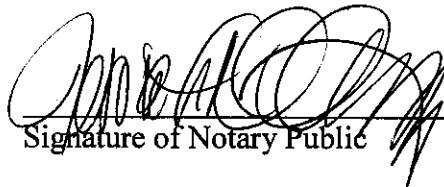
NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On Oct 6th, 2006, before me, Jessica L. Dewberry, notary public, personally appeared Philip A. Rizzo, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

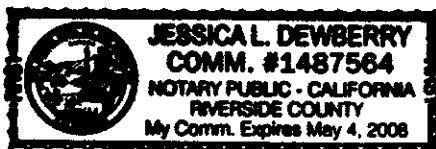
WITNESS my hand and official seal.





Signature of Notary Public

ATTACHED TO: AVIGATION EASEMENT AND RELEASE
 (March Air reserve Base and March Inland Port)



**EXHIBIT A TO
AVIGATION EASEMENT AND RELEASE
(March Air Reserve Base and March Inland Port)**

Legal Description of Grantor's Property

[attached behind this page]

Legal Description

Exhibit "A"

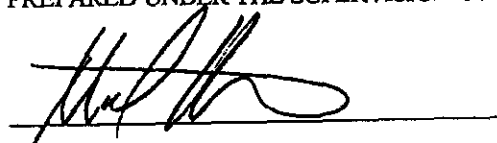
IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF LOTS 1 AND 2 IN BLOCK 71 OF THE ALLESANDRO TRACT, PER MAP AS FILED IN BOOK 6 OF MAPS PAGE 13, IN THE RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, IN SECTION 28, TOWNSHIP 3 SOUTH, RANGE 4 WEST, S.B.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID SECTION 28, DISTANT THEREON SOUTH 00°36'28" WEST 1058.62 FEET FROM THE NORTHWEST CORNER THEREOF BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°23'32" EAST 223.67 FEET, THENCE NORTH 00°35'22" EAST 271.37 FEET; THENCE SOUTH 89°24'38" EAST 276.40 FEET TO A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 811.00 FEET; THENCE EASTERLY 144.51 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°12'33" TO A RADIAL LINE OF SAID CURVE WHICH BEARS NORTH 10°47'55" EAST; THENCE SOUTH 31°39'39" WEST 221.03 FEET; THENCE SOUTH 58°20'21" EAST 283.42 FEET; THENCE SOUTH 31°39'39" WEST 99.10 FEET; THENCE SOUTH 21°48'19" WEST 197.30 FEET; THENCE SOUTH 11°56'39" WEST 199.64 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1439.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 01°03'29" EAST; THENCE WESTERLY 11.77 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°28'07"; THENCE NORTH 89°24'38" WEST 599.05 FEET TO THE WEST LINE OF SAID SECTION 28; THENCE NORTH 00°36'28" WEST 541.63 FEET ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING.

CONTAINING 10.702 ACRES MORE OR LESS

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

PREPARED UNDER THE SUPERVISION OF:



MICHAEL JAMES KNAPTON

10/17/05

DATE

P.L.S. 8012

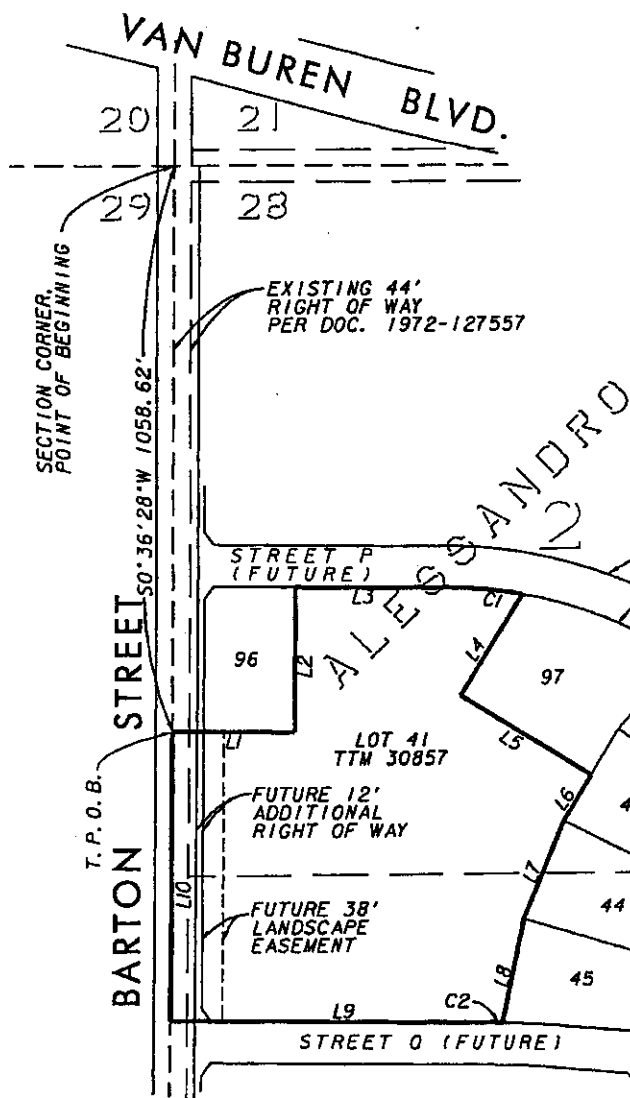
EXPIRES 12/31/06



**EXHIBIT B TO
AVIGATION EASEMENT AND RELEASE
(March Air Reserve Base and March Inland Port)**

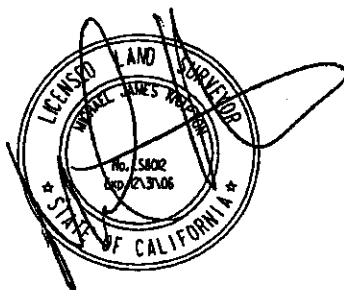
Depiction of Grantor's Property

[attached behind this page]



LINE TABLE			
NO.	Δ OR BRG.	RADIUS	LENGTH
L1	S89°23'32"E		223.67'
L2	N0°35'22"E		271.37'
L3	S89°24'38"E		276.40'
L4	S31°39'39"W		221.03'
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CURVE DATA			
NO.	Δ OR BRG.	RADIUS	LENGTH
C1	Δ 10°12'33"	811.00'	144.51'
C2	Δ 0°28'07"	1439.00'	11.77'



Scale: 1"=300'



Kimley-Horn and Associates, Inc.
Engineering, Planning and Environmental Consultants
517 Fourth Avenue - Suite 301 - San Diego, Co. - 92101
Tel: (619) 234-9411 Fax: (619) 234-9433

Exhibit B
Lot 41, Tentative Tract Map 30857, South
City of Riverside Police Station Facility

October 13, 2005

**MARCH INLAND PORT AIRPORT AUTHORITY
CERTIFICATE OF ACCEPTANCE OF
AVIGATION EASEMENT AND RELEASE
(March Air Reserve Base and March Inland Port)
(Government Code Section 27281)**

This Certificate of Acceptance pertains to the interest in certain real property conveyed by the Avigation Easement and Release to which this Certificate of Acceptance is attached,

from: **MARCH JOINT POWERS AUTHORITY, a joint powers authority
established under the laws of the State of California ("Grantor"),**

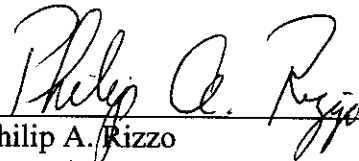
to: **MARCH INLAND PORT AIRPORT AUTHORITY, a California
public authority ("Grantee"), its successors, assigns, lessees, sublessees,
licensees and invitees,**

Said Avigation Easement and Release is hereby accepted by the undersigned officer on behalf of the Joint Powers Commission of Grantee pursuant to authority conferred by Resolution No. MIP-01-01 of said Joint Powers Commission adopted May 16, 2001, and Grantee, by its duly authorized officer, hereby consents to recordation of said Avigation Easement and Release.

Dated: 10-6-06

MARCH INLAND PORT AIRPORT
AUTHORITY, a California public authority

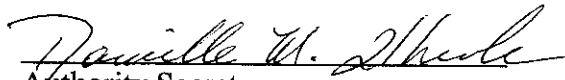
By:


Philip A. Rizzo

Its:

Executive Director

ATTEST:


Authority Secretary

DOC # 2006-0748593
10/11/2006

RECORDING REQUESTED BY
and WHEN RECORDED MAIL TO:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, CA 902522

Conformed Copy

0 Has not been compared with original

Larry W Ward
County of Riverside
Assessor, County Clerk & Recorder

Project: March JPA - Police Facility
APN: Portion of 294-100-002

Exempt from Recording Fees per Govt. Code §27383

Exempt from Documentary Transfer Tax per Calif. Rev. & Tax. Code §11922

TRA - 098-008

**GRANT DEED
CONTAINING COVENANTS, CONDITIONS
AND RESTRICTIONS**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**MARCH JOINT POWERS AUTHORITY, a joint powers authority established
under the laws of the State of California ("Grantor")**

does hereby grant and convey to

**CITY OF RIVERSIDE, a municipal corporation of the State of California
("Grantee")**

all that certain real property situated in the County of Riverside, State of California and more fully described in EXHIBIT A and depicted in EXHIBIT B attached hereto and incorporated herein by reference ("**Property**"), subject to, for the benefit of Grantor, the terms, conditions, and covenants and restrictions running with the land set forth herein.

1. **Conveyance Subject to Terms of Certain Memorandum of Understanding.** The Property is conveyed subject to that certain Memorandum of Understanding to Convey Property to The City of Riverside for a Policy Facility entered into November 17, 2005 by and between Grantor (as Authority therein) and Grantee (as City therein) (the "**Agreement**"). The provisions of the Agreement are incorporated into this Grant Deed by this reference and are deemed to be a part of this Grant Deed, as though fully set forth in this Grant Deed. All terms indicated to be defined terms in this Grant Deed by initial capitalization and not defined in this Grant Deed shall have the meaning ascribed to the same term in the Agreement. This conveyance is made in full satisfaction of the obligations of Grantor under the Agreement to transfer the Property to Grantee, and in lieu of and in full satisfaction of the obligations of LNR to offer to dedicate the Property to Grantee under the Development Agreement.

COPY

2. Determination of Suitability. By its acceptance of this Grant Deed, as evidenced by its certificate of acceptance affixed hereto, Grantee hereby agrees that pursuant to the Agreement, and within the time prescribed in the Agreement, it will determine whether the Property is suitable for the development of a Police Facility.

3. Covenants, Conditions and Restrictions. The Property is conveyed by Grantee to Grantor for the express purpose of development, maintenance and use as provided in the Agreement. By its acceptance of this Grant Deed, as evidenced by its certificate of acceptance affixed hereto, Grantee covenants and agrees by and for itself, its assigns, and all voluntary and involuntary successors in interest (other than the Grantor) to the Property, or any part thereof, that the Property shall be developed, maintained and used as provided in the Agreement and shall be put to no use other than the uses specified in the Agreement.

4. Covenants, Conditions and Restrictions Run with the Land. The covenants, conditions and restrictions set forth in this Grant Deed shall run with the land and are expressly declared to be for the benefit and in favor of the Grantor, regardless of whether the Grantor is or remains an owner of any land or interest in land to which such covenants, conditions and restrictions relate.

[signature on following page]

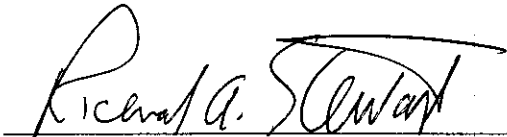
**SIGNATURE PAGE TO
GRANT DEED
CONTAINING COVENANTS, CONDITIONS
AND RESTRICTIONS**

IN WITNESS WHEREOF, Grantor has caused this Grant Deed Containing Covenants, Conditions and Restrictions to be executed by its authorized representative(s) on this 6th day of Oct, 2006.

GRANTOR:

MARCH JOINT POWERS AUTHORITY,
a joint powers authority established under the laws
of the State of California

By: _____


Richard A. Stewart

Its: Chairman

ATTEST:


Authority Secretary

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP


Authority Counsel

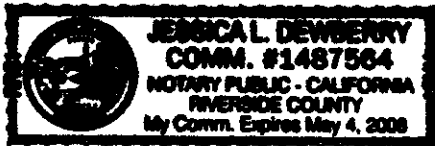
NOTARY ACKNOWLEDGMENT

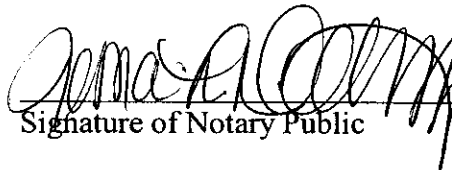
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

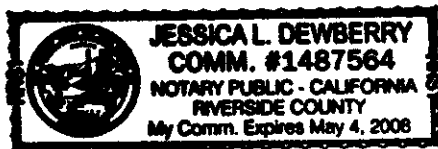
On Oct 6th, 2006 before me, Jessica L. Dewberry, notary public,
personally appeared Richard A. Stewart, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.




Signature of Notary Public

ATTACHED TO: GRANT DEED CONTAINING
 COVENANTS, CONDITIONS
 AND RESTRICTIONS



**EXHIBIT A TO
GRANT DEED
CONTAINING COVENANTS, CONDITIONS
AND RESTRICTIONS**

Legal Description of Property

[attached behind this page]

Legal Description

Exhibit "A"

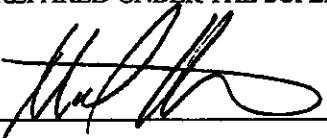
IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF LOTS 1 AND 2 IN BLOCK 71 OF THE ALLESANDRO TRACT, PER MAP AS FILED IN BOOK 6 OF MAPS PAGE 13, IN THE RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, IN SECTION 28, TOWNSHIP 3 SOUTH, RANGE 4 WEST, S.B.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID SECTION 28, DISTANT THEREON SOUTH $00^{\circ}36'28''$ WEST 1058.62 FEET FROM THE NORTHWEST CORNER THEREOF BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH $89^{\circ}23'32''$ EAST 223.67 FEET, THENCE NORTH $00^{\circ}35'22''$ EAST 271.37 FEET; THENCE SOUTH $89^{\circ}24'38''$ EAST 276.40 FEET TO A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 811.00 FEET; THENCE EASTERLY 144.51 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $10^{\circ}12'33''$ TO A RADIAL LINE OF SAID CURVE WHICH BEARS NORTH $10^{\circ}47'55''$ EAST; THENCE SOUTH $31^{\circ}39'39''$ WEST 221.03 FEET; THENCE SOUTH $58^{\circ}20'21''$ EAST 283.42 FEET; THENCE SOUTH $31^{\circ}39'39''$ WEST 99.10 FEET; THENCE SOUTH $21^{\circ}48'19''$ WEST 197.30 FEET; THENCE SOUTH $11^{\circ}56'39''$ WEST 199.64 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1439.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH $01^{\circ}03'29''$ EAST; THENCE WESTERLY 11.77 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $00^{\circ}28'07''$; THENCE NORTH $89^{\circ}24'38''$ WEST 599.05 FEET TO THE WEST LINE OF SAID SECTION 28; THENCE NORTH $00^{\circ}36'28''$ WEST 541.63 FEET ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING.

CONTAINING 10.702 ACRES MORE OR LESS

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

PREPARED UNDER THE SUPERVISION OF:



MICHAEL JAMES KNAPTON

10/17/05

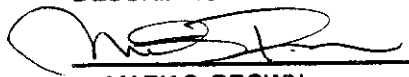
DATE

P.L.S. 8012

EXPIRES 12/31/06



DESCRIPTION APPROVAL:



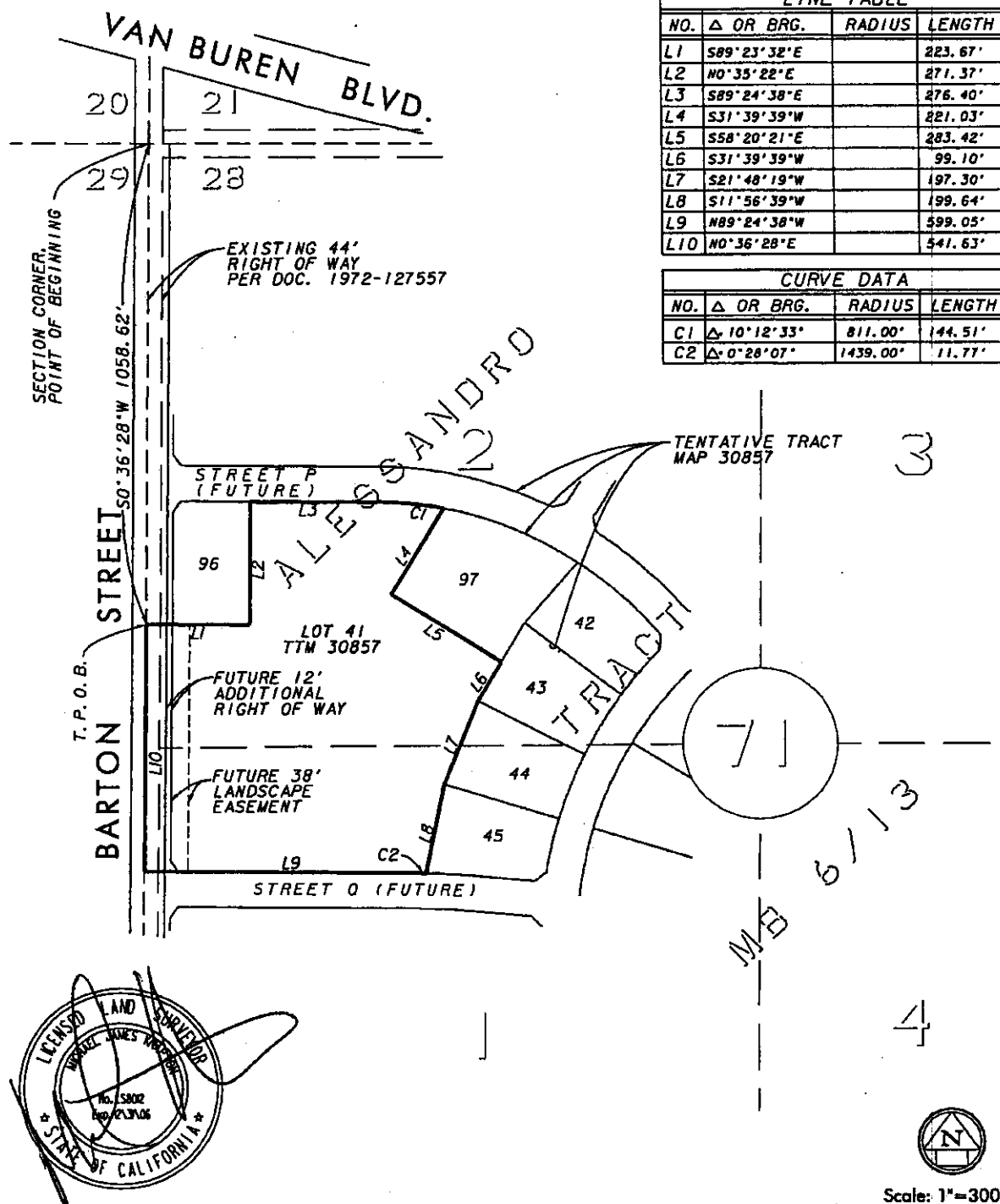
MARK S. BROWN
CITY SURVEYOR

10/10/06
DATE

**EXHIBIT B TO
GRANT DEED
CONTAINING COVENANTS, CONDITIONS
AND RESTRICTIONS**

Depiction of Property

[attached behind this page]



Kimley-Horn and Associates, Inc.
 Engineering, Planning and Environmental Consultants
 517 Fourth Avenue - Suite 301 - San Diego, Ca. - 92101
 Tel: (619) 234-9411 Fax: (619) 234-9433

Exhibit B
Lot 41, Tentative Tract Map 30857, South
City of Riverside Police Station Facility
 October 13, 2005

**CITY OF RIVERSIDE
CERTIFICATE OF ACCEPTANCE OF
GRANT DEED
CONTAINING COVENANTS, CONDITIONS
AND RESTRICTIONS**

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant Deed Containing Covenants, Conditions and Restrictions dated 10-6-2006 to which this Certificate of Acceptance is attached,

from: **MARCH JOINT POWERS AUTHORITY, a joint powers authority established under the laws of the State of California ("Grantor")**

to: **CITY OF RIVERSIDE, a municipal corporation of the State of California ("Grantee")**

is hereby accepted by the undersigned officer on behalf of the City Council of said Grantee pursuant to authority conferred by Resolution No. 21027 of said City Council adopted September 6, 2005 and the Grantee consents to recordation of said Grant Deed by its duly authorized officer.

Dated: 10-10-2006

GRANTEE:

CITY OF RIVERSIDE, a municipal corporation
of the State of California

By: Amelia M. Vailini
Amelia M. Vailini
Its: Real Property Manager

APPROVED AS TO FORM

SUPERVISING DEPUTY CITY ATTORNEY