

SETTLEMENT AGREEMENT

This settlement agreement (this "Agreement") is made at Moreno Valley, California, as of November 10, 2021, between ALBERT THOMAS PAULEK and FRIENDS OF THE NORTHERN SAN JACINTO VALLEY (the "Petitioners"), on the one hand, and HF PROPERTIES, SUNNYMEAD PROPERTIES, THEODORE PROPERTIES PARTNERS, 13451 THEODORE, LLC, and HL PROPERTY PARTNERS (collectively "Highland Fairview"), on the other hand, (the Petitioners and Highland Fairview is each a "Party" and, collectively, the "Parties") with respect to the following facts:

EXHIBITS

ANNEX A: Letter to Judge Moore re: 2015 litigation

A. All Lands to be donated to CDFW and to RCA

A-1. Land to be donated to CDFW

A-2 Land to be donated to CDFW and to RCA

A-3 Land to be donated to RCA

B. WLC land to be donated to CDFW

C. Road vacation

D. Land to be Donated to CDFW

E. Land to be donated to RCA

F. Notice of Non-Opposition

G. Joint Press Release

RECITATIONS

A. Highland Fairview was the applicant for, and the developer of, properties within the World Logistics Center project located in the City of Moreno Valley (the "City").

B. In August, 2015, the City certified an environmental impact report (the "2015 FEIR") and thereafter granted certain land use approvals for the World Logistics Center.

- C. In September, 2015, nine lawsuits were filed in the Riverside Superior Court, later consolidated under Case No. RIC 1510967, which challenged the 2015 FEIR's compliance with the California Environmental Quality Act ("CEQA")(the "2015 CEQA Lawsuits").
- D. Trial in the 2015 CEQA Lawsuits was held on January 22, 2018. The trial judge, the Hon. Sharon J. Waters, issued a ruling, finding several deficiencies in the 2015 FEIR, on February 8, 2018. A judgment was entered in the 2015 CEQA Lawsuits on June 7, 2018, and a peremptory writ of mandate issued on June 12, 2018 (the "Writ").
- E. A Revised Final EIR was prepared which was certified by the City as complying with CEQA on June 16, 2020 (the "2020 Final Revised EIR").
- F. The Petitioners filed a lawsuit entitled *Paulek, Friend of the Northern San Jacinto Valley v. City of Moreno Valley*, Riverside Superior Court Case No. 2002672, on July 16, 2020, which challenged the adequacy of the 2020 Revised Final EIR (the "2020 CEQA Lawsuit").
- G. Trial in the 2020 CEQA Lawsuit was held before the Hon. Russell L. Moore on August 9, 2021. Judge Moore has stated that any dismissal would have to be filed no later than 1 p.m., November 12, 2021, after which time he will have to issue his ruling.
- H. Donations to Regional Conservation Authority. Highland Fairview has identified parcels in the Reche Canyon/Badlands Area, shown on Exhibits A (All Donation Parcels) A-1 (Donations to CDFW), A-2 (Donations to CDFW and to RCA) and A-3 (Donations to RCA) (the "Donation Parcels").
- 1) MSHCP: these lands contain Multiple Species Habitat Conservation Plan Criteria Cells, of which Highland Fairview will cause the Salvage and Kevlar properties to be deeded to the Western Riverside County Regional Conservation Authority (the "RCA"),
 - 2) Credits. Upon receipt by it of the Credits (defined in Recital I.2 below), which will maintain it in conservation in lieu of paying the fees, at the rate existing as of the date hereof, required by the Multiple Species Habitat Conservation Plan and the Stephens Kangaroo Rat Habitat Conservation Plan.
- I. Donations to California Department of Fish and Wildlife. Highland Fairview will deed the land shown on Exhibit B (the "World Logistics Center Land to be Donated") without any development rights (all of which

are to be reallocated to Highland Fairview) to the California Department of Fish and Wildlife (the "CDFW") which will maintain it as part of the San Jacinto Wildlife Area.

- 1) Berm: Highland Fairview, in coordination with CDFW, will place a 4 foot berm, and may place walls and/or fences in the World Logistics Center Land to be Donated as shown on Exhibit B. Highland Fairview will also build up to the northern boundary of the World Logistics Center Land to be Donated such that no setbacks from the northern boundary will be required.
 - 2) Credits: Highland Fairview will be granted for its own account in-lieu land credits for Multiple Species Habitat Conservation Plan and Stephens Kangaroo Rat Habitat Conservation Plan fees for the Donation Parcels and the World Logistics Center Land to be Donated (the "Credits").
- J. Justification for Dismissal of the Lawsuit. The Petitioners believe that the Donation Parcels,(Exhibit A) together with the mitigation measures previously imposed on the development of the World Logistics Center, are adequate mitigation for the Center's impacts on Biological Resources.
- K. Discharge of Writ: The City and Highland Fairview will move to discharge the Writ after the 2020 CEQA Lawsuit is dismissed. Highland Fairview desires that the Petitioners not oppose the motion.
- L. Future Litigation. Except for actions arising out of this litigation.
- 1) Highland Fairview and the Petitioners wish to settle the disputes amongst them on the terms set forth in this Agreement in order to avoid the time, cost and uncertainty associated with further litigation.
 - 2) Highland Fairview and the Petitioners also want to avoid any disputes which could affect the World Logistics Center or the Donation Parcels.
 - 3) This Agreement is acknowledged by the Parties to be a compromise settlement and does not constitute an admission of liability for any claims or injuries which may have been sustained by any Party as a result of the claims and matters released herein. Each of the Parties hereto denies any liability in connection with any claim of any of the other Parties hereto and is entering into this Agreement and

committing to the terms hereof solely to avoid the time and expense of additional litigation.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein and other consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties agree as set forth below:

1. Escrow: Highland Fairview shall, within five days of the signing and delivery of this Agreement arrange to have an escrow opened (the "Escrow"). The Escrow instructions shall be signed by all Parties and shall reflect the contents of paragraphs 2 and 3 of this Agreement and shall contain such other terms and provisions as are customary for agreements of such nature. Highland Fairview shall pay all costs of the Escrow. Highland Fairview shall deposit the following into the Escrow:

A. Deeds to the lands shown on Exhibit D.

- i. WLC lands 237 Acres
- ii. Horse Ranch 150 acres
- iii. Quail Ranch 861
- iv. Eden Hot Springs 825

The grantees of the deeds shall be the CDFW or, if the CDFW has not accepted the deeds by August 31, 2022, entities named by the Petitioners which will allow Highland Fairview to receive Credits for those properties; and

B. Deeds to the lands shown on Exhibit E.

- i. Savage 560 acres
- ii. Kelvar 104 acres

The grantees of the deeds shall be the RCA or, if the RCA has not accepted the deeds by August 31, 2022, entities named by the Petitioners which will allow Highland Fairview to receive Credits for those properties.

2. Donation Process. Highland Fairview will use reasonable efforts to get the grantees to accept the lands to be deeded to them as

contemplated hereby. Highland Fairview shall designate a Contact Person to provide to CDFW all the necessary documents in Highland Fairview's possession for completing the Donation process.

3. Delivery of Deeds: Upon acceptance of the deeds by the grantees and the receipt of the Credits in respect thereof, Highland Fairview and the Petitioners shall instruct the Escrow holder to cause the deeds to the Donations Parcels and the World Logistics Center Land to be Donated to be recorded and delivered to the grantees. The deeds shall specify that the grantees will be taking the Donations Parcels and the World Logistics Center Land to be Donated "AS IS" subject to any deed restrictions or easements enabling Highland Fairview to provide mitigation or to implement road improvements required along Gilman Springs Road.
4. Berm: Highland Fairview shall construct the 4 foot berm with the approval of CDFW on the northern portion of the World Logistics Center Land to be Donated, using dirt from grading which has taken place on the remainder of the World Logistics Center site, after it has constructed the berm along Redlands Boulevard and has received all applicable permits and approvals.
5. Road Vacation: Upon the signing and delivery of this Agreement, Highland Fairview will send a letter to the City of Moreno Valley, in the form of Exhibit C, requesting that the City vacate Davis Road.
6. 2015 Lawsuits Upon the signing and delivery of this Agreement, each of the Parties shall (i) sign a letter for delivery to Judge Moore in the form of Annex A informing him that they have reached a settlement and requesting that he dismiss the 2020 CEQA lawsuit, with prejudice and (ii) deliver to Mr. Bley a signed and dated notice of non-opposition to the discharge of the Writ in the form of Exhibit F (the "Notice of Non-Opposition") which Mr. Bley shall file with the Court in the 2015 CEQA Lawsuit.
7. Filing of Agreement: Upon the Filing and delivery of this Agreement, Petitioners shall file with the Agreement in the Court with the 2020 CEQA lawsuits.
8. Attorney Fees. Within 5 days of the signing and delivery of this Agreement, the Notice of Non-Opposition and the dismissal, with prejudice, of the 2020 CEQA Lawsuit, Highland Fairview shall pay the Petitioners attorney's fees in the amount of \$400,000.

9. No Future Litigation, Except for actions related to the enforcement of this agreement.

- a. The Petitioners shall not, directly or indirectly, in any respect or manner, oppose, challenge, or seek to hinder, nor encourage or cooperate (through funding or otherwise) with any other person or entity in such opposition, challenge or hinderance, of any previously issued approval or implementation thereof, or application for approval or any other action in the future filed or taken on behalf of the City and/or Highland Fairview and/or any of Highland Fairview's affiliates, members or representatives, or successors or assigns, for the development, construction or operation of the World Logistics Center or any part or aspect thereof or with respect to the Donation Parcels nor will they take any other action that could adversely affect the prospects for, or timing of, such approval, development, construction or operation of the World Logistics Center or any part or aspect thereof as may from time to time be contemplated by Highland Fairview.
- b. Without limiting the foregoing, the Petitioners shall not assert, institute, file or prosecute, nor encourage or cooperate with any other person or entity in asserting, instituting or prosecuting, any lawsuit or proceeding in any jurisdiction before any court, tribunal, government or regulatory agency or authority, or legislative body challenging or opposing any approvals granted or the implementation thereof, or any other actions taken by the City or any other agency or authority in the future for the development, construction, operation of, or otherwise related to, the World Logistics Center
- c. This paragraph 9 shall be given the broadest possible interpretation consistent with the Parties' mutual intent to avoid to the fullest extent permitted by law all future disputes concerning the World Logistics Center, whether between them or their successors and assigns, except only to the extent any such dispute relates to the enforcement of this Agreement.
- d. For clarification purposes, the Petitioners shall not, directly or indirectly, bring any action or interfere in any manner with the planning, development, construction or operation of the World Logistics Center.

Costs. Except for the attorney's fees set forth in paragraph 8, each Party shall bear his or its own costs, including, but not limited to, attorneys' fees and costs incurred in, or related to, the 2015 CEQA Lawsuits, the 2020 CEQA Lawsuit and the negotiations leading up to, and the preparation of, this Agreement.

10. Civil Code § 1542

a. Upon the dismissal, with prejudice, of the 2020 CEQA Lawsuit and the discharge of the Writ, and except for claims of enforcement of the terms of this Agreement, Highland Fairview, for themselves and on behalf of each of their affiliates, and on behalf of Highland Fairview's and each such affiliates' members, officers, employees, agents, representatives, directors, advisors, partners, shareholders and attorneys, and each of their respective predecessors, successors and assigns, and any other persons or entities acting in concert with any of them, fully, finally, irrevocably and unconditionally release the Petitioners, their respective affiliates, and each of such affiliates' members, officers, employees, agents, representatives, directors, advisors, partners, shareholders and attorneys, and each of their respective predecessors, successors and assigns, and any other persons or entities acting in concert with any of them, from any and all claims, counterclaims, demands, proceedings, liabilities, obligations, damages, costs, expenses, fees, actions, and/or causes of action and other liabilities whatsoever, whether past, present or future, contingent or actual, both at law and in equity, arising out of, or connected to, the 2015 CEQA Lawsuits, the 2020 CEQA Lawsuit or any other claims asserted or that could have been asserted therein, or opposition to the development, construction or operation of the World Logistics Center, whether known, unknown, suspected or unsuspected, and the City and Highland Fairview hereby waive the provisions of Civil Code § 1542, which states: "A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

b. The releases in this paragraph 10 are a separate consideration for the releases contained in paragraph 11 and Highland Fairview would not have executed this Agreement nor agreed to this paragraph 10 but for the releases contained in paragraph 11.

11. Civil Code § 1542,

a. Except for claims for enforcement of the terms of this Agreement, the Petitioners for themselves and on behalf of each of their respective affiliates, and each such affiliates' members, officers, employees, agents, representatives, directors, advisors, partners, shareholders and attorneys, and each of their respective predecessors, successors and assigns, and any other persons or entities acting in concert with any of them, fully, finally and irrevocably and unconditionally release the City, Highland Fairview, their affiliates, and each of such affiliates' members, officers, employees, agents, representatives, directors, advisors, partners, shareholders and attorneys, of each one of each affiliate and each of their respective predecessors, successors and assigns, and any other persons or entities acting in concert with any of them, from any and all claims, counterclaims, demands, proceedings, liabilities, obligations, damages, costs, expenses, fees, actions, and/or causes of action and other liabilities whatsoever, whether past, present or future, contingent or actual, both at law and in equity, arising out of, or connected to, the 2015 CEQA Lawsuits, the 2020 CEQA Lawsuit or any other claims asserted or that could have been asserted therein, or opposition to the development, construction or operation of the World Logistics Center or any part or aspect thereof, whether known, unknown, suspected or unsuspected, and the Petitioners hereby waive the provisions of Civil Code § 1542, which states: "A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

b. The releases in this paragraph 11 are a separate consideration for the releases contained in paragraph 10 and the Petitioners would not have executed this Agreement nor agreed to this paragraph 11 but for the releases contained in paragraph 10.

12. Other Parties This Agreement is entered into solely for the benefit of the Parties hereto and their successors (including by law, contract or title), transferees and assigns and each of the parties released in paragraphs 10 and 11 of this Agreement. Other than the Parties hereto, their successors, transferees and assigns and each of the parties released in paragraphs 10 and 11 of this Agreement, no third party shall be entitled, directly or indirectly, to base any claim, or to have any right arising from, or related to, this Agreement. As used in this Agreement, the term "affiliate" or "affiliates" of any party shall include all individuals and entities controlling, controlled by or under common control with such party, whether such control be by virtue of law, contract, ownership interest, vote or otherwise.

13. Execution of documents: The Parties shall execute all further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this Agreement. The Parties shall act in good faith and shall take all further actions reasonably necessary to effectuate the letter and the spirit of this Agreement.
14. Enforcement: This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal context and relationship solely within the State. The language of this Agreement and all other documents referred to herein shall be construed as a whole according to their fair meaning. Venue and jurisdiction with respect to any action arising under or in relation to this Agreement shall be exclusively within the Riverside County Superior Court. To the extent permitted by law, this agreement is intended as a valid settlement agreement pursuant to Evidence Code § 1152.
15. Costs of Enforcement The prevailing Party in any litigation brought to enforce or interpret this Agreement shall be entitled to recover its attorneys' fees and all costs of litigation including, but not limited to, expert witness fees, in addition to any other relief to which it may be entitled. Fees and costs not included within those allowed by Code of Civil Procedure § 1033.5 shall be set forth in the Parties' pleadings and shall be proved to the trial judge, the right to trial by jury being hereby waived for all purposes. All of the other terms of this Agreement shall remain in effect if the jury waiver set forth in this paragraph 15 is held to be unenforceable.
16. Notices All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally, by reliable overnight courier or by electronic transmission for receipt during the receiving parties' normal business hours to the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, return receipt requested, postage prepaid, and properly addressed as follows:

The Petitioners: Albert T. Paulek and Friends of the Northern
San Jacinto Valley
1610 Sams Canyon
Beaumont CA 92223
Telephone: (909) 228-6710
E-mail: snashlaw@gmail.com

Copy to: Susan Nash, Esq.
1610 Sams Canyon

Beaumont CA 92223
Telephone: (909) 228-6710
E-mail: snashlaw@gmail.com

Highland Fairview:

Jules Trump
Chairman of Highland Fairview
17749 Collins Avenue, TS 40
Sunny Isles, FL 33160
Telephone: (786) 299-9999
E-mail: jules@trumpgroup.com

Copy to: Kenneth B. Bley, Esq.
Cox Castle & Nicholson LLP
2029 Century Park East, Suite 2100
Los Angeles, California 90067
Telephone: (310) 284-2231
E-mail: kbley@coxcastle.com

Any Party or attorney changing his, her or its contact information shall immediately notify the other Parties of the change.

17. Entire Agreement This Agreement contains the entire agreement and understanding among the Parties concerning the 2015 CEQA Lawsuits, the 2020 CEQA Lawsuit, the approval, development, construction and operation of the World Logistics Center, the Donation Parcels and the World Logistics Center Land to be Donated and supersedes and replaces all prior negotiations or proposed agreements, written or oral, among the Parties. Each of the Parties hereto acknowledges that no other Party, nor the agents nor the attorneys for any Party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein, to induce the execution of this Agreement and acknowledges that this Agreement has not been executed in reliance upon any promise, representation or warranty not contained herein. Each Party has participated, cooperated or contributed to the drafting and preparation of this Agreement. This Agreement shall not be construed for or against any Party but shall be construed fairly according to its plain meaning, and shall be unconditionally supported by all Parties, in all forums

18. Press Release The Parties shall issue a joint press release in the form of Exhibit G. Amendments This Agreement may not be amended except in a writing signed by each of the Parties hereto.
19. Unenforceable Portions If any portion or provision of this Agreement is found to be unenforceable, the unenforceable portion or provision shall be modified to as closely as possible reflect the Parties' intentions. The remainder of this Agreement shall remain in effect.
20. Authorized Signature Each individual signing this Agreement warrants and represents that he or she has been duly authorized to do so by the Party he or she represents.
21. Signatures This Agreement may be signed in one or more counterparts and, when all Parties have signed the original or a counterpart, such counterparts, whether originals, facsimiles, e-signatures or e-mail attachments, together shall constitute one original document.

Dated: November 10, 2021

PETITIONER


ALBERT THOMAS PAULEK

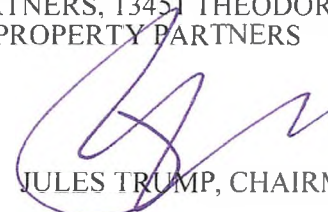
Dated: November 10, 2021

FRIENDS OF THE NORTHERN SAN
JACINTO VALLEY

By: 
Name: ALBERT THOMAS PAULEK
Title: Conservation Chair

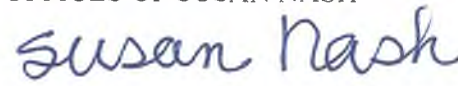
Dated: November 10, 2021

HF PROPERTIES, SUNNYMEAD
PROPERTIES, THEODORE PROPERTIES
PARTNERS, 13451 THEODORE, LLC, AND
HL PROPERTY PARTNERS

By: 
JULES TRUMP, CHAIRMAN

Approved as to form:

LAW OFFICES OF SUSAN NASH

By: 
SUSAN NASH

Dated: November 10, 2021

ATTORNEYS FOR ALBERT THOMAS
PAULEK AND FRIENDS OF THE
NORTHERN SAN JACINTO VALLEY

COX, CASTLE & NICHOLSON LLP

By:



KENNETH B. BLEY

ATTORNEYS FOR HF PROPERTIES,
SUNNYMEAD PROPERTIES, THEODORE
PROPERTIES PARTNERS, 13451
THEODORE, LLC, AND HL PROPERTY
PARTNERS

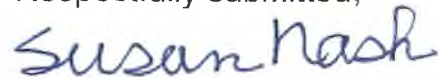
ANNEX A – LETTER TO GO TO JUDGE MOORE

To the Hon. Russell L. Moore

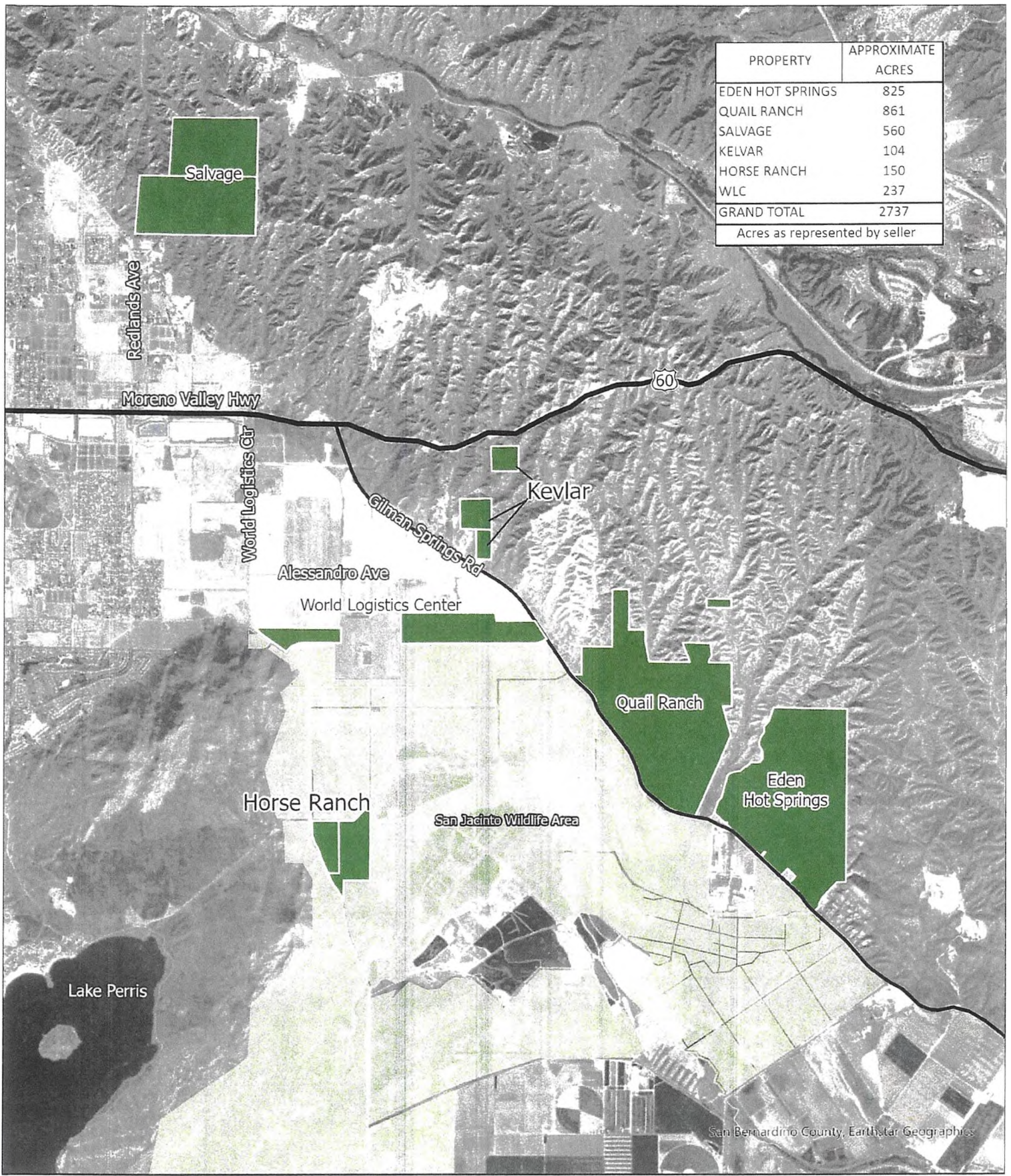
Re: *Paulek v. City of Moreno Valley*, RIC 2002672

Judge Moore, I'm pleased to tell you that the petitioners and Highland Fairview have reached a settlement in the above-entitled lawsuit and that a settlement agreement has been signed. I therefore request that the Court dismiss the petition, with prejudice.

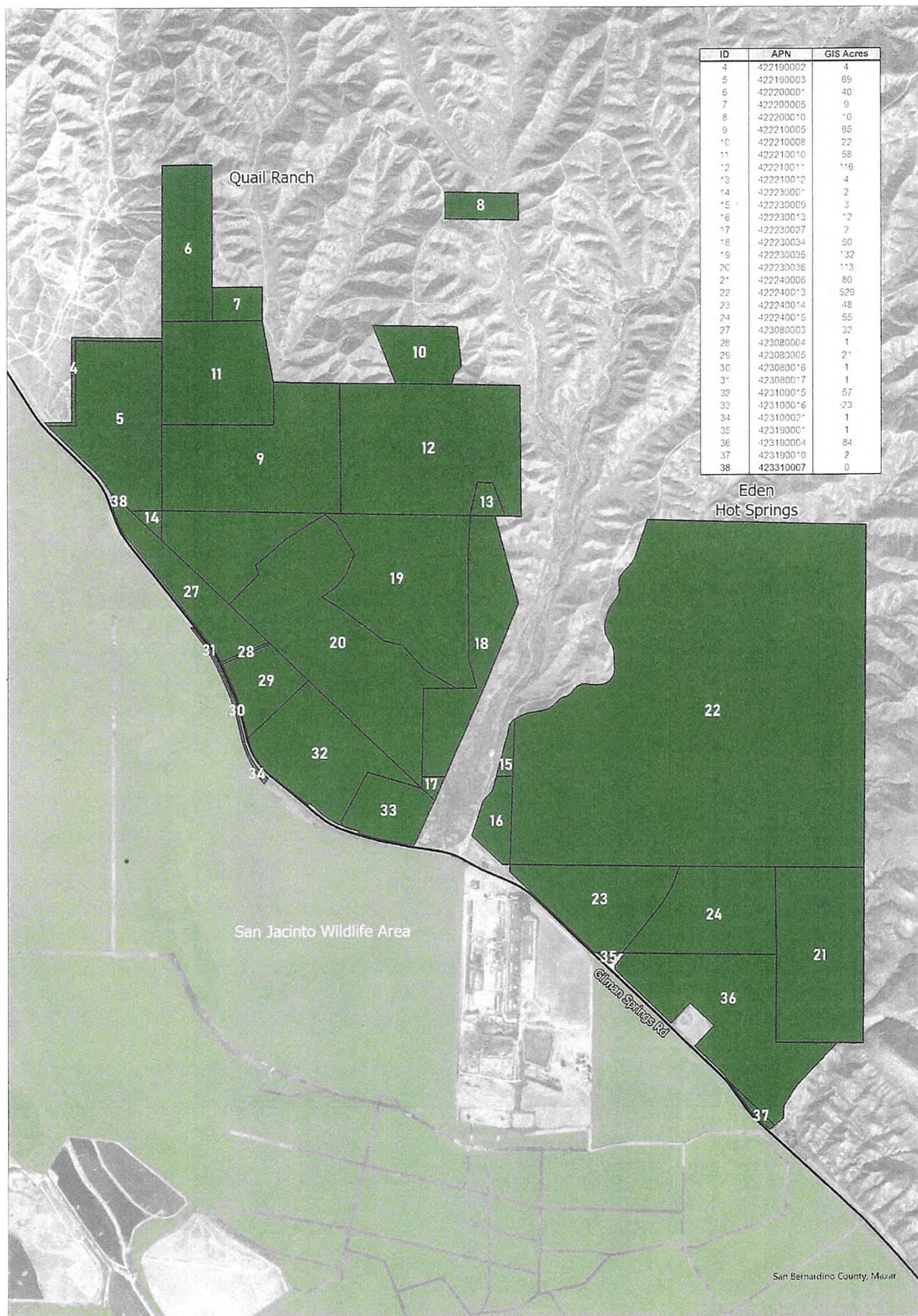
Respectfully submitted,



Susan Nash



ALL LANDS TO BE DONATED TO CDFW & RCA
EXHIBIT A

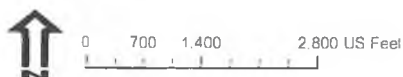
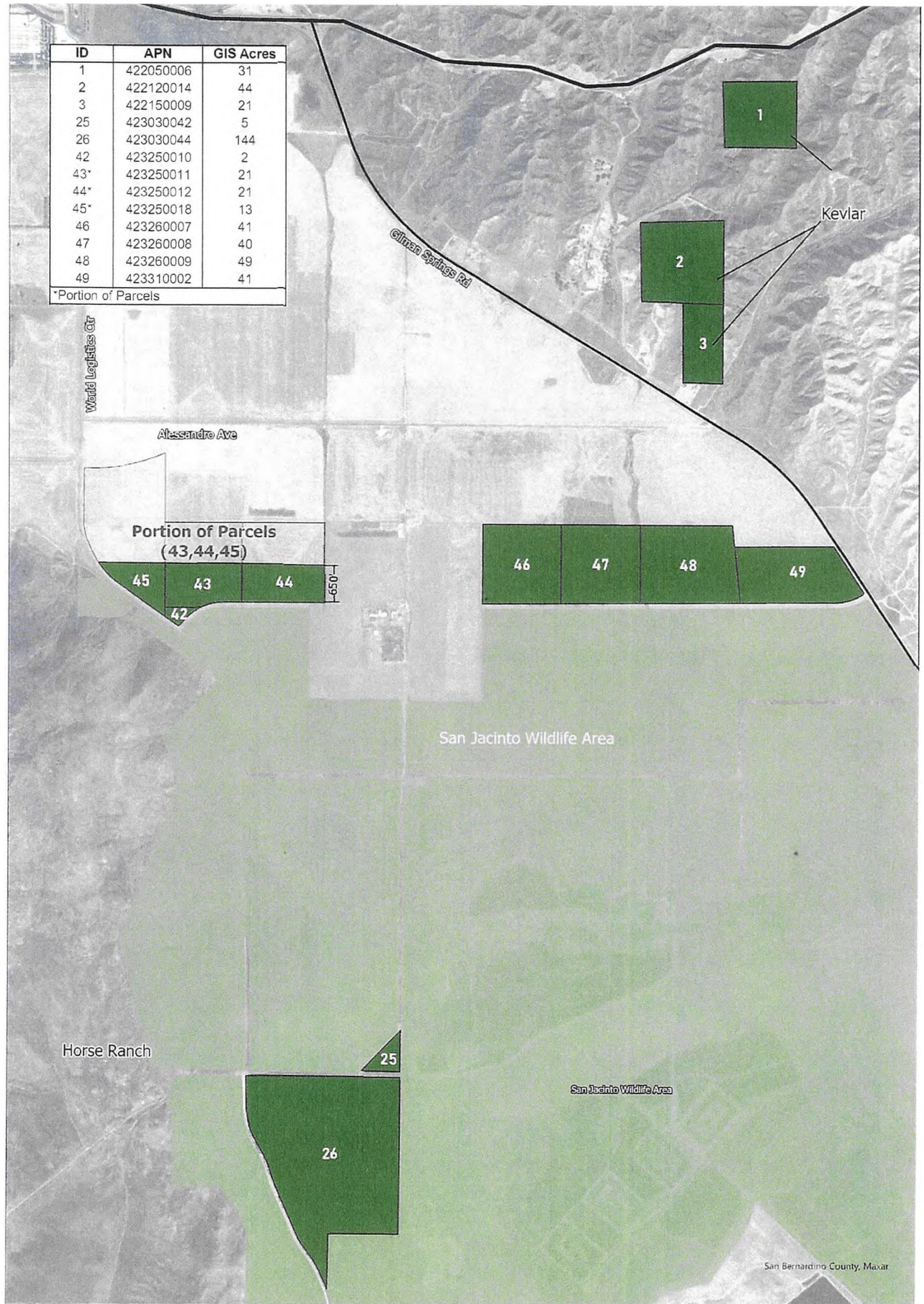


0 625 1,250 2,500 US Feet

LAND TO BE DONATED TO CDFW
EXHIBIT A-1

ID	APN	GIS Acres
1	422050006	31
2	422120014	44
3	422150009	21
25	423030042	5
26	423030044	144
42	423250010	2
43*	423250011	21
44*	423250012	21
45*	423250018	13
46	423260007	41
47	423260008	40
48	423260009	49
49	423310002	41

*Portion of Parcels



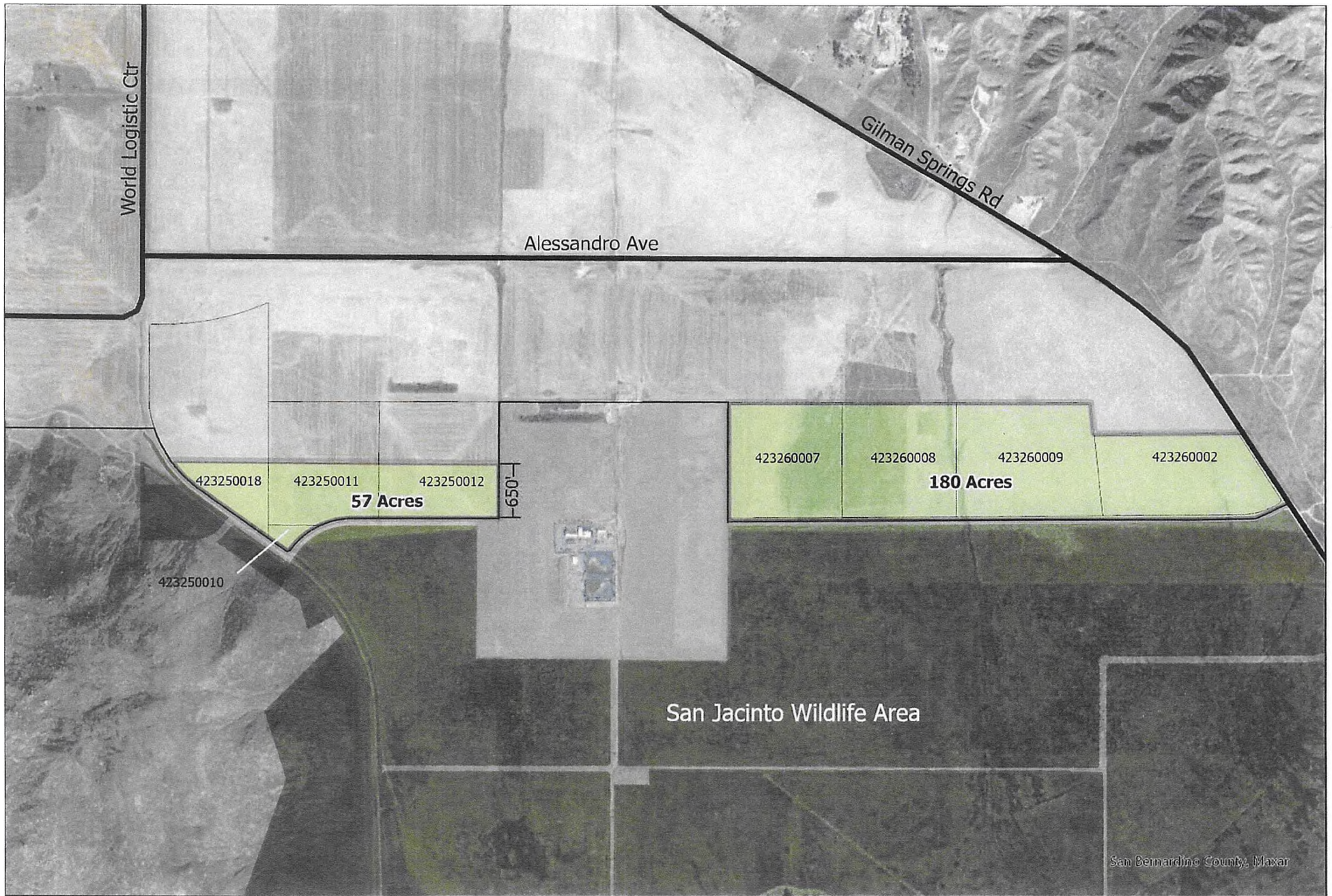
ID	APN	GIS Acres
39	473130002	234
40	473140001	320



0 500 1,000 2,000 US Feet

LAND TO BE DONATED TO RCA

EXHIBIT A-3



WLC LAND TO BE DONATED TO CDFW
EXHIBIT B

Exhibit "C"



Highland Fairview

14225 Corporate Way
Moreno Valley, CA 92553
Tel: 951.867.5327 Fax: 951.867.5328

November 8, 2021

Mr. Michael Lloyd
City Engineer & Public Works Director
14177 Frederick Street
City of Moreno Valley, CA 92553

Re: **Request for Davis Road Vacation**

Dear Mr. Lloyd

On behalf of Highland Fairview, applicant and developer of the World Logistics Center we respectfully requesting the vacation of Davis Road (previously Theodore Street) as reflected on PM 17,905 dedicated to the County of Riverside per Map 113/62-70 and City of Moreno Valley per MB 11/10. This roadway is no longer necessary for public use and the existing access gate to be moved from the current (#1 green dot on attached map) on Davis Road to the southern right of way of Alessandro Road & Davis Road (#2 green dot on attached map). Find attached exhibit for your reference.

The purpose of this vacation is to alleviate the chronic dumping/vandalism/trespass in this remote area. In addition, this will help to further protect the San Jacinto Wildlife Area (SJWA) owned by the California Department of Fish and Wildlife (CDFW) and the southernmost portions of the World Logistics Center (WLC) properties.

Please feel free to reach out to us should you have any further questions regarding this important request. I can be reached on my office phone at 951.253.5174.

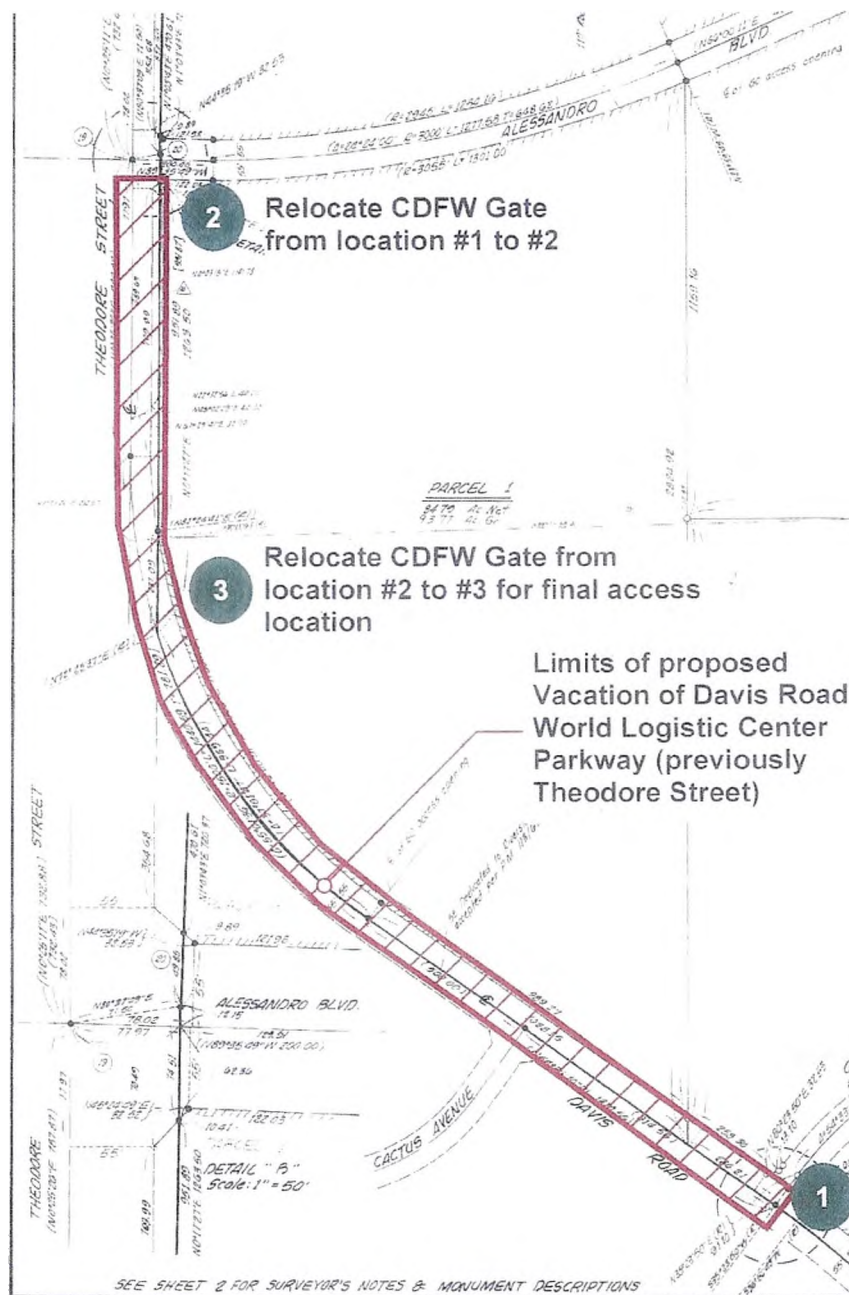
Respectfully,

Patrick Revere PE
Vice President Land Development

Attachment: Parcel Map 17,905 with notations (one page)

Exhibit #1

Limits of request to vacate Davis / World Logistic Center Parkway
(previously Theodore Street)



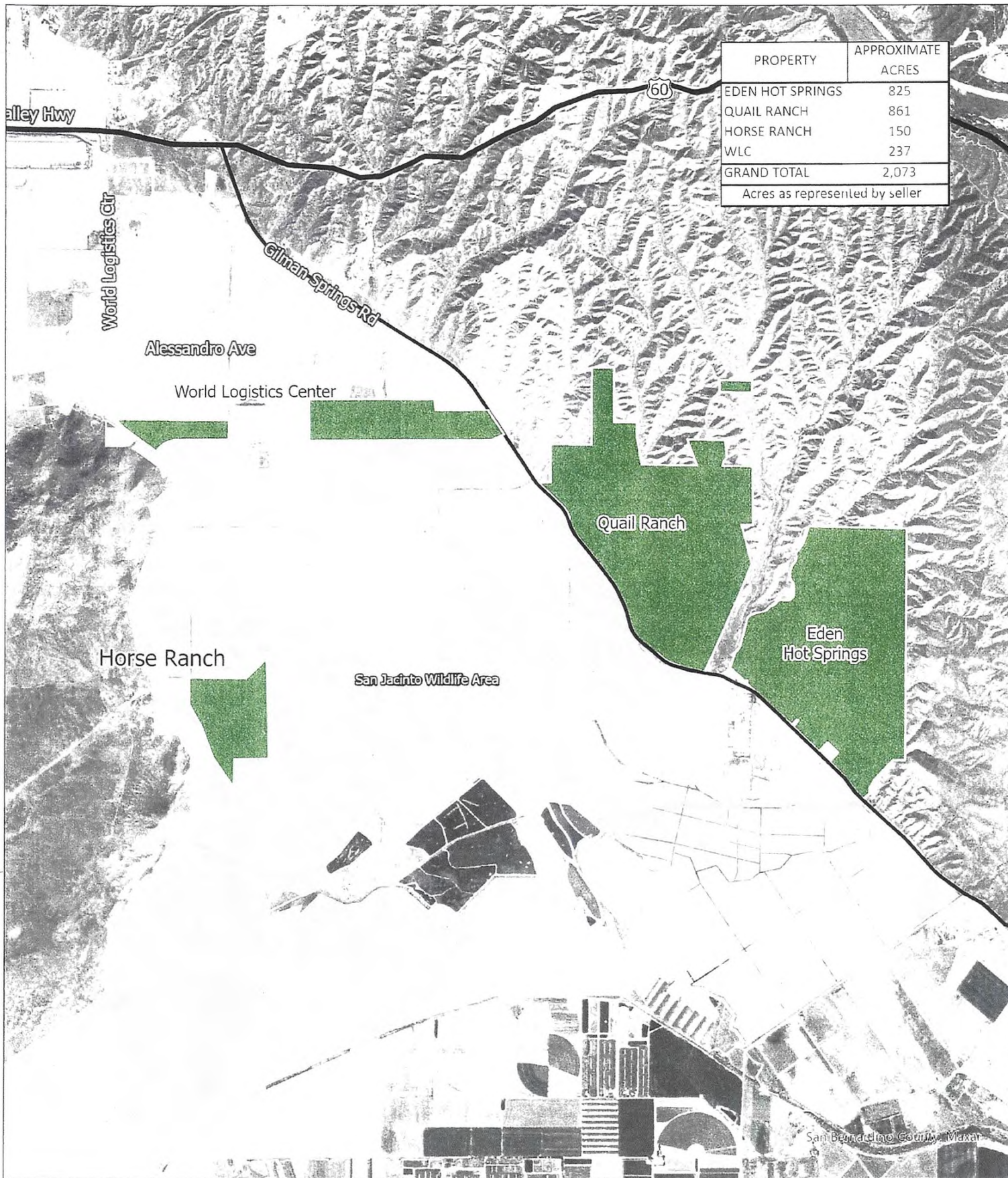
IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PARCEL MAP NO. 17,905

BEING A DIVISION OF PARCEL 3 OF AMENDED PARCEL MAP NO. 16,950 AS SHOWN BY MAP ON FILE IN BOOK #13 PAGES 62 THROUGH 70, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, LYING WITHIN SECTIONS 7, 8, 9, 16, 17, 18, 19, 20, & 21, T. 35, R. 2 W., RANCHO SAN JACINTO NUEVO

AKERS & MUSSER, LAND SURVEYING & CIVIL ENGINEERING

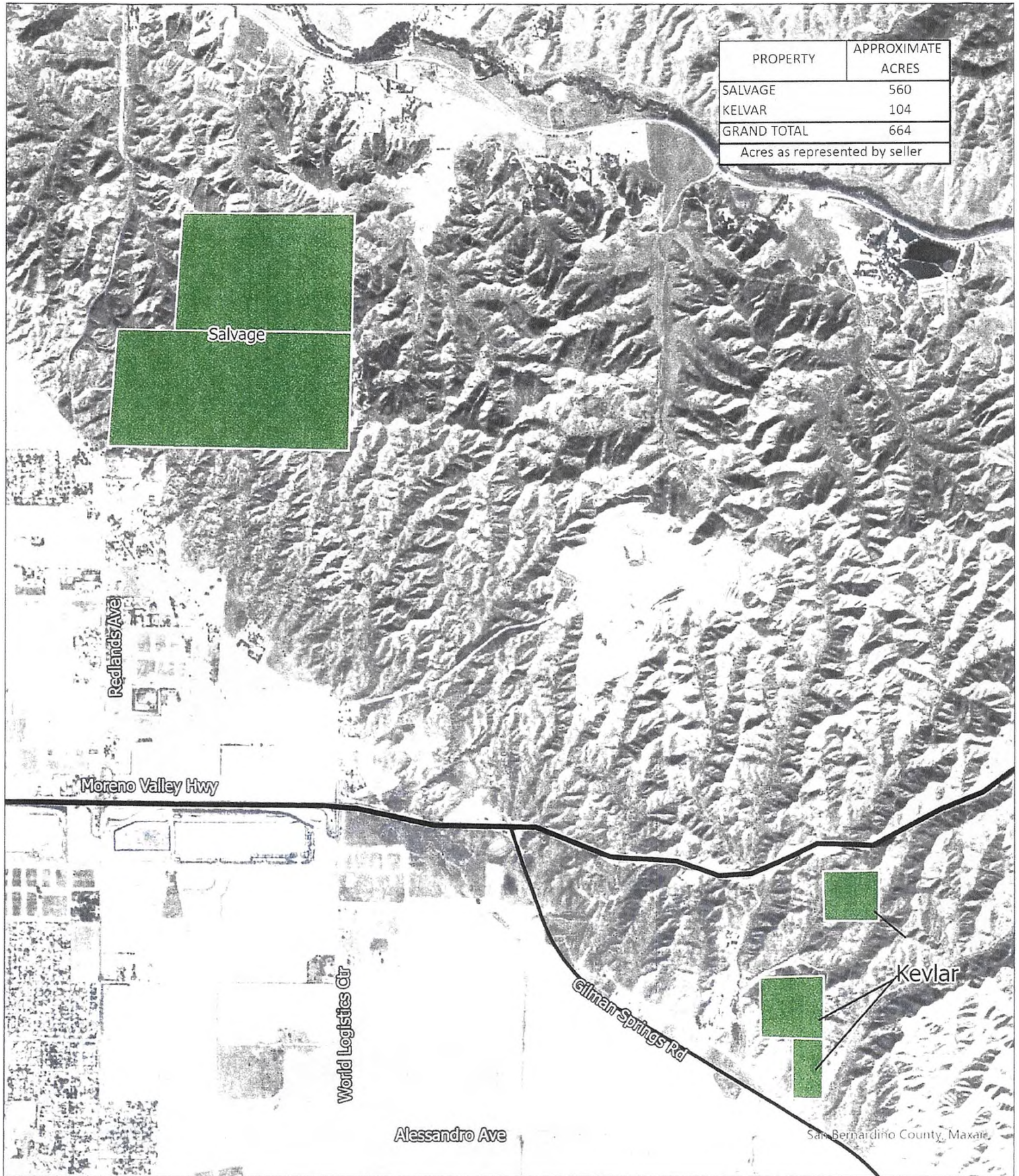
MAY, 1982



0 0.38 0.75 1.5 Miles

LAND TO BE DONATED TO CDFW

EXHIBIT D



0 0.25 0.5 1 Miles

LAND TO BE DONATED TO RCA
EXHIBIT E

Exhibit F

Susan Nash (SBN 122533)
LAW OFFICE OF SUSAN NASH
1610 Sams Canyon
Beaumont CA 92223
Telephone: (909) 228-6710
E-mail: snashlaw@gmail.com

Attorney for ALBERT THOMAS PAULEK
and FRIENDS OF THE NORTHERN SAN
JACINTO VALLEY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

ALBERT THOMAS PAULEK; FRIENDS
OF THE NORTHERN SAN JACINTO
VALLEY,

Petitioners/Plaintiffs,

vs.

CITY OF MORENO VALLEY, *et al*

Respondents/Defendants.

HIGHLAND FAIRVIEW, *et al.*,

Real Parties in Interest.

CASE NO. RIC 1510967MF

Combined with CASE NOS.
RIC 1511118; RIC 1511195, RIC 1511279,
RIC 1511327 and RIC 1511421

Assigned to the Russell L. Moore upon the
retirement of the Hon. Sharon J. Waters

**NOTICE OF NON-OPPOSITION TO
DISCHARGE OF THE WRIT OF
MANDATE**

Action filed:	September 17, 2015
Judgment date:	June 7, 2018
Writ issued:	June 12, 2018

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1 Petitioners Albert Thomas Paulek and Friends of the Northern San Jacinto Valley file
2 this Notice of Non-Opposition to the discharge of the peremptory writ of mandate issued by this
3 Court on June 12, 2018, in Case No. RIC1510967MF to inform the Court that they do not, and
4 will not, oppose any motion to discharge the writ.

5 Dated: November 10, 2021

LAW OFFICE OF SUSAN NASH

Susan Nash

Susan Nash
Attorney for ALBERT THOMAS PAULEK
and FRIENDS OF THE NORTHERN SAN
JACINTO VALLEY

Exhibit G - JOINT PRESS RELEASE

SETTLEMENT OF WORLD LOGISTICS CENTER LITIGATION ADDS CONSERVATION LANDS TO THE SAN JACINTO WILDLIFE AREA

MORENO VALLEY, CALIFORNIA (Nov. 9, 2021)

The Petitioners, Tom Paulek and the Friends of the Northern San Jacinto Valley, in the final California Environmental Quality Act (CEQA) lawsuit on the World Logistics Center (WLC) have reached a settlement agreement. Highland Fairview, the WLC Project proponent will donate a total of 2,073 acres of important conservation and endangered species habitat to the California Department of Fish and Wildlife to be added to the San Jacinto Wildlife Area and the 664 acres to the Multiple Species Habitat Conservation Plan's Regional Conservation Authority lands in the Badlands.

“The donation of these lands will be a monumental step forward for the Conservation of wildlife Resources in Western Riverside County”, said Tom Paulek, the Petitioner and Conservation Chair for the Friends of the Northern San Jacinto Valley.

The settlement approach agreed to will result in adding 2,737 acres of important wildlife and endangered species habitat and will increase the protection of wildlife resources. Highland Fairview also announced it agreed to accelerate its contribution approximately 2,700 acres of property in lieu of fees to be conserved as part of the SJWA and the Badlands wildlife conservation area which will substantially contribute towards the goal of the completion of an important wildlife corridor connecting the Badlands with the San Jacinto Wildlife Area.

“We are satisfied with this agreement because we believe the quality and scale of the property Highland Fairview is providing for conservation, together with the designed mitigation measures in the Project, set a exemplary example for others in complying with both the letter and the spirit of CEQA in providing sufficient mitigation for the World Logistics Center's

environmental impacts on the biological resources,” ” said Susan Nash, attorney for Tom Paulek and the Friends of the Northern San Jacinto Valley.

“We feel this contribution augments our commitment to making the World Logistics Center one of the most sustainable and eco-friendly developments of its kind, as shown in our existing commitment to net zero greenhouse gas and the energy and water conservation measures designed into the project.”, said the spokesman for Highland Fairview.

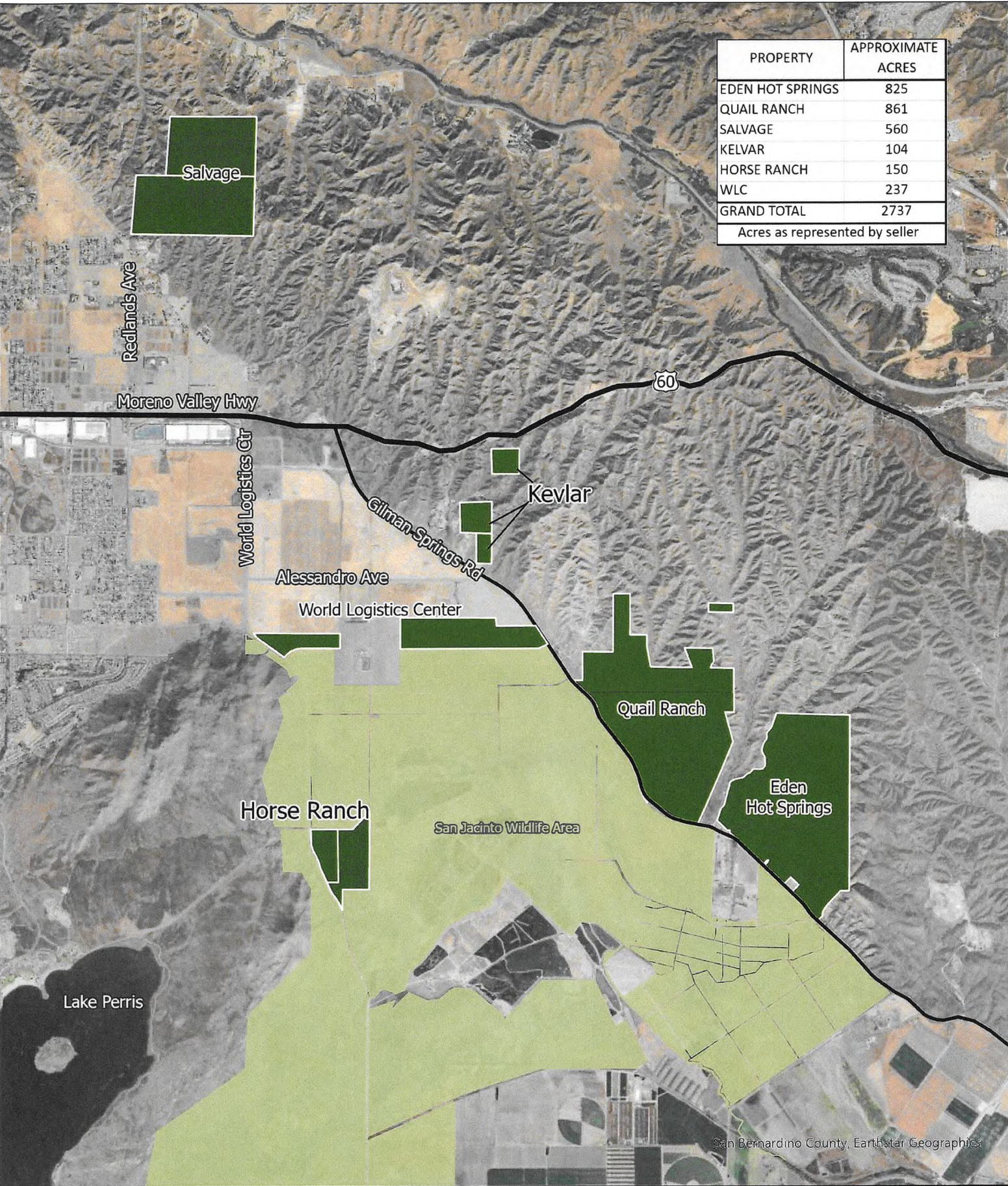
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EXHIBIT A - Lands To Be Donated To CDFW & RCA

About Friends of the Northern San Jacinto Valley: The Friends of the Northern San Jacinto Valley is a grassroots conservation group dedicated to preserving and protecting the northern San Jacinto Valley, the San Jacinto Wildlife Area, Mystic Lake, and the Potrero Creek Conservation Unit of the SJWA.

About Highland Fairview: Highland Fairview is a privately held full-service real estate development company specializing in large scale Industrial, Commercial and Residential developments.

About the World Logistics Center: The World Logistics Center in Moreno Valley, CA is designed as a highly sustainable business park with an innovative environmental design and water conservation and greenhouse gas reduction strategies that significantly reduce its environmental and carbon footprints.



ALL LANDS TO BE DONATED TO CDFW & RCA
EXHIBIT A

