

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY Samuel Wong 7/2/10

FORM APPROVED COUNTY COUNSEL
 BY Synthia M. Gunzel 6-18-10
 SYNTHIA M. GUNZEL, Department Concurrence DATE

Dep't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Economic Development Agency and Transportation Department

SUBMITTAL DATE:
 July 29, 2010

SUBJECT: Acquisition Agreement and Temporary Construction Agreement for the Indian Truck Trail Interchange at Interstate 15 Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Acquisition Agreement for Parcels 0501-002A and 0501-002B and Temporary Construction Agreement for Parcel 0501-002C all within a portion of Assessor's Parcel Numbers 290-130-054 and 290-130-055 and authorize the Chairman of the Board to execute these agreements on behalf of the County;
2. Authorize the undersigned Assistant County Executive Officer/EDA or his designee to execute any other documents and administer all actions to complete this transaction;

(Continued)

[Signature]
 Juan C. Perez, Director
 Transportation Department

[Signature]
 Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 131,030	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11
SOURCE OF FUNDS: Developer Contribution Funds 100%			Positions To Be Deleted Per A-30	<input type="checkbox"/>
			Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature

BY [Signature]
 Jennifer L. Sargent

Prev. Agn. Ref.: 3.41 of 12/20/05 | District: 1 | Agenda Number:

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.37

RECOMMENDED MOTION: (Continued)

3. Authorize the Auditor-Controller to adjust the Economic Development Agency's FY 2010/2011 budget as outlined on Schedule A; and
4. Authorize and allocate the sum of \$110,681 to purchase Parcels 0501-002A and 0501-002B, \$8,399 for a temporary construction easement on Parcel 0501-002C all within a portion of Assessor's Parcel Numbers 290-130-054 and 290-130-055 and \$11,950 to pay all related transaction costs.

BACKGROUND:

The existing Indian Truck Trail at Interstate (I-15) freeway interchange, located in Temescal Valley area is currently configured as a spread diamond with single-lane ramps. The existing intersections at the I-15 freeway and at the entrance and exit ramps are controlled by stop signs. With the planned urbanization and rapid growth in and near the Temescal Valley area in future years, the traffic is expected to grow and further degrade traffic operations at the ramp intersections and also operating on Indian Truck Trail.

The proposed I-15/Indian Truck Trail interchange improvements will include; a) Widening of Indian Truck Trail from two lanes to four lanes, b) Construction of retaining walls under the I-15 bridges to accommodate the widening of Indian Truck Trail, c) Widening the existing on and off-ramps, d) Installation of three new traffic signals at the southbound (SB) and northbound (NB) ramp intersections, and at the intersection of Indian Truck Trail / Temescal Canyon Road, and e) Installation of ramp metering on the I-15 NB and SB entrance ramps.

The reconstruction of this interchange will provide improved access and roadway operations to the surrounding community.

The Economic Development Agency (EDA) has negotiated the acquisition and temporary construction easement of a portion of Assessor's Parcel Numbers 290-130-054 and 290-130-055 from Indian Truck Trail Development Company, for a price of \$119,080. There are costs of \$11,950 associated with this transaction.

This Form 11 has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

The following summarizes the funding necessary for the acquisition and temporary construction easement of a portion of Assessor's Parcel Numbers 290-130-054 and 290-130-055:

Acquisition:	\$ 110,681
Temporary Construction Easement:	\$ 8,399
Estimated Title and Escrow Charges:	\$ 2,000
Preliminary Title Report:	\$ 450
Appraisal:	\$ 5,000
Acquisition Administration:	\$ 4,500
Total Estimated Acquisition Costs:	\$ 131,030

While EDA will cover the cost for the due diligence services (Preliminary Title Report and Appraisal) at the time of this property transaction, it is understood that the Transportation Department will reimburse EDA for these costs. The budget adjustment attached (Schedule A) is necessary to allow this transaction. The remaining costs will be paid directly by the Transportation Department.

All costs associated with this property acquisition are fully funded in the Transportation Department's budget for FY 2010/2011. Thus, no net county cost will be incurred as a result of this transaction.

SCHEDULE A

Increase Estimated Revenues:

47220-7200400000-778280	Interfund-Reimb for Service	\$5,450
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Increase Appropriations:

47220-7200400000-525400	Title Company Services	\$ 450
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47220-7200400000-524550	Appraisal Services	\$5,000
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1 PROJECT: Indian Truck Trail Interchange at I-15 Project
2 PARCELS: 0501-002A and 0501-002B
3 APN: 290-130-055 (portion)

4 ACQUISITION AGREEMENT

5 This agreement is made by and between the COUNTY OF RIVERSIDE, A POLITICAL
6 SUBDIVISION OF THE STATE OF CALIFORNIA herein called "County", and INDIAN TRUCK
7 TRAIL DEVELOPMENT COMPANY, A CALIFORNIA GENERAL PARTNERSHIP, herein
8 called "Grantor".

9 Grantor has executed and will deliver to Craig Olsen, Real Property Agent for the County
10 or to the designated escrow company, a Road and Utility Easement Deed dated
11 _____, identifying a portion of Assessor's Parcel Number
12 290-130-055, referenced as Parcel 0501-002A and described on Exhibits "A" and "B" attached
13 hereto and made a part hereof, a Slope Easement Deed dated
14 _____, identifying a portion of Assessor's Parcel Number
15 290-130-055, referenced as Parcel 0501-002B and described on Exhibits "A" and "B" attached
16 hereto and made a part hereof in consideration of which it is mutually agreed as follows:

17 1. The County shall:

18 A. Pay to the order of Grantor the sum of One Hundred Ten Thousand Six
19 Hundred Eighty One Dollars (\$110,681) for the property, or interest therein, conveyed by said
20 deed, when title to said property or interest vests in County free and clear of all liens,
21 encumbrances, easements, leases (recorded or unrecorded), and taxes except those
22 encumbrances and easements which, in the sole discretion of the County, are acceptable.

23 B. Handle real property taxes, bonds, and assessments in the following
24 manner:

25 1. All real property taxes shall be prorated, paid, and canceled
pursuant to the provisions of Section 5081 et. seq., of the Revenue and Taxation Code.

2. County is authorized to pay from the amount shown in
Paragraph 1A herein, any unpaid taxes together with penalties, cost and interest thereon, and
any bonds or assessments that are due on the date title is transferred to, or possession is
taken by the County, whichever first occurs.

C. Pay all escrow, recording, and reconveyance fees incurred in this
transaction, and if title insurance is desired by County, the premium charged therefore.

26 2. Grantor shall:

27 A. Indemnify, defend, protect, and hold County, its officers, employees,
28 agents, successors, and assigns free and harmless from and against any and all claims,
29 liabilities, penalties, forfeitures, losses, or expenses, including without limitation, attorneys'
30 fees, whatsoever, arising from or caused in whole or in part, directly or indirectly, by either (a)
31 the presence in, on, within, under, or about the parcel of hazardous materials, toxic

1 substances, or hazardous substances as a result of Grantor's use, storage, or generation of
2 such materials or substances or (b) Grantor's failure to comply with any federal, state, or local
3 laws relating to such materials or substances. For the purpose of this agreement, such
4 materials or substances shall include without limitation hazardous substances, hazardous
5 materials, or toxic substances as defined in the Comprehensive Environmental Response,
6 Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the
7 Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource
8 Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances
9 defined as hazardous wastes in Section 25117 of the California Health and Safety Code or
10 hazardous substances in Section 25316 of the California Health and Safety Code; and in the
11 regulations adopted in publications promulgated pursuant to said laws.

12 B. Be obligated hereunder to include without limitation, and whether
13 foreseeable or unforeseeable, all costs of any required or necessitated repair, clean-up,
14 detoxification, or decontamination of the parcel, and the preparation and implementation of
15 any closure, remedial action, or other required plans in connection therewith, and such
16 obligation shall continue until the parcel has been rendered in compliance with applicable
17 federal, state, and local laws, statutes, ordinances, regulations, and rules.

18 3. It is mutually understood and agreed by and between the parties hereto that
19 the right of possession and use of the subject property by County, including the right to
20 remove and dispose of improvements, shall commence upon the execution of this agreement
21 by all parties. The amount shown in Paragraph 1A includes, but is not limited to, full payment
22 for such possession and use.

23 4. Grantor hereby agrees and consents to the dismissal of any condemnation
24 action which has been or may have been commenced by County in the Superior Court of
25 Riverside County to condemn said land, and waives any and all claim to money that has been
or may be deposited in court in such case or to damages by reason of the filing of such
action.

5. The performance by the County of its obligations under this agreement shall
relieve the County of any and all further obligations or claims on account of the acquisition of
the property referred to herein or on account of the location, grade, or construction of the
proposed public improvement.

6. This agreement shall not be changed, modified, or amended except upon the
written consent of the parties hereto.

7. This agreement is the result of negotiations between the parties and is
intended by the parties to be a final expression of their understanding with respect to the
matters herein contained. This agreement supersedes any and all other prior agreements and
understandings, oral or written, in connection therewith. No provision contained herein shall
be construed against the County solely because it prepared this agreement in its executed
form.


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///
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1 8. Grantor, his assigns and successors in interest, shall be bound by all the terms
2 and conditions contained in this agreement, and all the parties thereto shall be jointly and
severally liable thereunder.

3 Dated: _____

GRANTOR:

4 Indian Truck Trail Development Company,
5 a California General Partnership

6 By: 
Robert Parker, General Partner

7 By: 
8 Kathy Sue Parker, General Partner

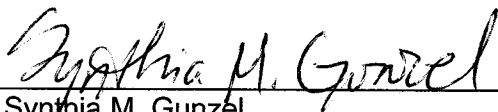
COUNTY OF RIVERSIDE

11 **ATTEST:**
12 Kecia Harper-Ihem
13 Clerk to the Board

By: _____
Marion Ashley, Chairman
Board of Supervisors

14 By: _____
15 Deputy

16 **APPROVED AS TO FORM:**
17 Pamela J. Walls
18 County Counsel

19 By: 
Synthia M. Gunzel
Deputy County Counsel

20 CO:jw
21 02/03/10
22 280TR
23 13.157

EXHIBIT A

LEGAL DESCRIPTION
PUBLIC ROAD AND UTILITY EASEMENT
WEST SIDE OF INDIAN TRUCK TRAIL ROAD
0501-002A

That portion of Parcel "C" of L.L.A. No. 4310 recorded June 27, 2003 as Instrument No. 2003-476505 of Official Records of the County of Riverside, situated within the east-half of Section 12, Township 5 South, Range 6 West, San Bernardino Base and Meridian, in the County of Riverside, State of California described as follows:

COMMENCING at a 2" brass disk stamped "21+75.54 B.C. – CL Int. I.T.T. RD. CALIF. DEPART. OF TRANS.", marking the northeasterly terminus of a course in the centerline of Indian Truck Trail Road, having a bearing of North 61°51'16" East, shown as North 61°50'58" East on California Department of Highways monumentation map on file with the Riverside County Surveyor's office as map no. 204-984, also being the beginning of a tangent curve, concave northwesterly and having a radius of 700.00 feet;

THENCE northeasterly along said centerline and tangent curve 223.71 feet through a central angle of 18°18'41" to the southwesterly right-of-way line of the Atchison, Topeka and Santa Fe Railway Company, also being the southwesterly line of said Parcel "C", being a point on a non-tangent curve concave northeasterly and having a radius of 1030.37 feet, a radial line of said curve from said point bears North 26°45'12" East;

THENCE northwesterly along said southwesterly right-of way line and said curve 45.79 feet through a central angle of 02°32'46" to the westerly right-of-way line of Indian Truck Trail Road, 88.00 feet wide, to which a radial line bears South 29°17'58" West and the **TRUE POINT OF BEGINNING**;

THENCE continuing northwesterly along said southwesterly right-of-way line and said curve 45.80 feet through a central angle of 02°32'48" to a point on a non-tangent curve concave northwesterly and having a radius of 825.46 feet, a radial line of said curve from said point bears North 46°59'27" West;

THENCE departing said southwesterly right-of-way line northeasterly along said curve 87.32 feet through a central angle of 06°03'40" to a point to which a radial line bears South 53°03'07" East;

THENCE North 24°47'35" East 26.13 feet;

THENCE North 12°54'52" West 17.85 feet to the north line of said Parcel "C" of L.L.A. No. 4310 and the southwesterly right-of-way line the land described in the easement from Corona and Santa Fe Railway Company to the State of California recorded May 14, 1941 in Book 504, page 169 et. Seq. of Official Records in the office of the County

Recorder of said Riverside County, being a point on a non-tangent curve concave northeasterly and having a radius of 905.37 feet, a radial line of said curve from said point bears South 32°03'48" West ;

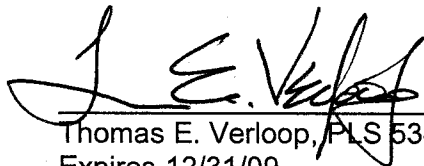
THENCE southeasterly along said curve 65.21 feet through a central angle of 04°07'36" to said westerly right-of-way line of Indian Truck Trail Road, being a point on a non-tangent curve concave northwesterly and having a radius of 656.00 feet, a radial line of said curve from said point bears North 56°30'18" West;

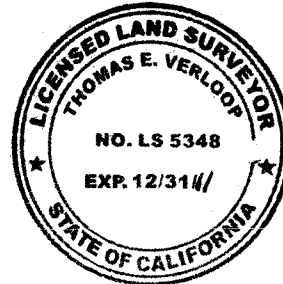
THENCE southwesterly along said westerly right-of-way line and said curve 127.29 feet through a central angle of 11°07'05" to the **TRUE POINT OF BEGINNING**.

Area contains: 6,069 S.F., or 0.14 acre, more or less

EXHIBIT "B" attached hereto and by this reference made a part hereof.

Prepared by me or under my direction


Thomas E. Verloop, PLS 5348 Date: 1/5/2010
Expires 12/31/09



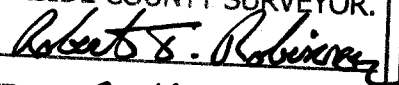
THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: 
DATE: 2-16-10

EXHIBIT "B"

0501-002A

RIV. CO. HWY. PER ST. HWY. MAP 8
 PGS. 38-44 FILED, 01/01/1980.
 REL. INQUIRY PER DOC. 48062
 RECORDED 3/12/1980.

PARCEL "B"
 LLA 4310
 PER INSTR.
 2003-476505
 6/23/03

PARCEL "C"
 LLA 4310
 PER INSTR.
 2003-476505
 6/23/03

INTERSTATE 15

TEMESCAL CANYON ROAD
 SW'LY LINE
 504/169 O.R.
 APN 290-130-055

RIGHT OF WAY
 AT & SF RAILROAD

THIS DOCUMENT REVIEWED BY
 RIVERSIDE COUNTY SURVEYOR.
 BY: *Robert E. Robinson*
 DATE: *2-16-10*



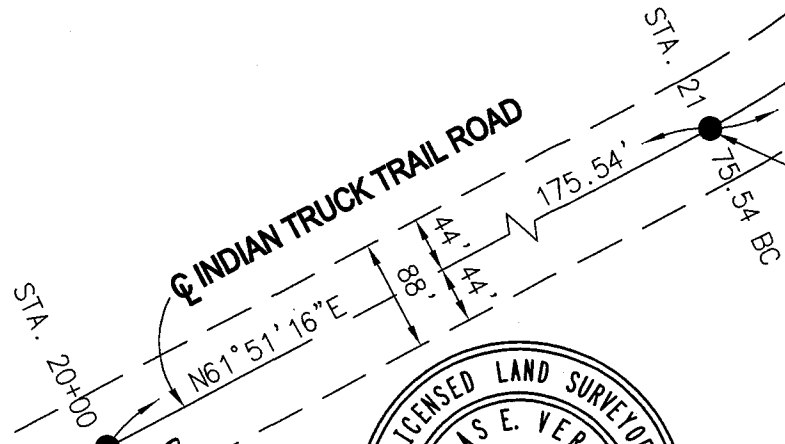
T.5 S., R.6 W. S.B.B.M.
 T.5 S., R.5 W. S.B.B.M.

← N88°58'42"W 2635.89'

EAST-WEST CENTER
 LINE SECTION 12

STA 25+75.99 EC

S 12 S 7=

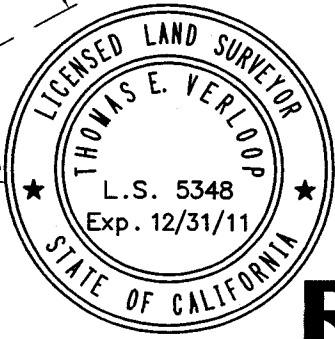


P.O.C.

INTERSTATE 15

S 12 S 7
 S 13 S 18

Thomas E. Verloop 1/5/2010
 THOMAS E. VERLOOP, P.L.S. 5348
 MY LICENSE EXPIRES 12/31/11



SKETCH TO ACCOMPANY A
 LEGAL DESCRIPTION FOR
 West Public Road and Utility Easement

APN 290-130-055
 CONTAINS: 0.14 ACRE - 6,069 S.F.

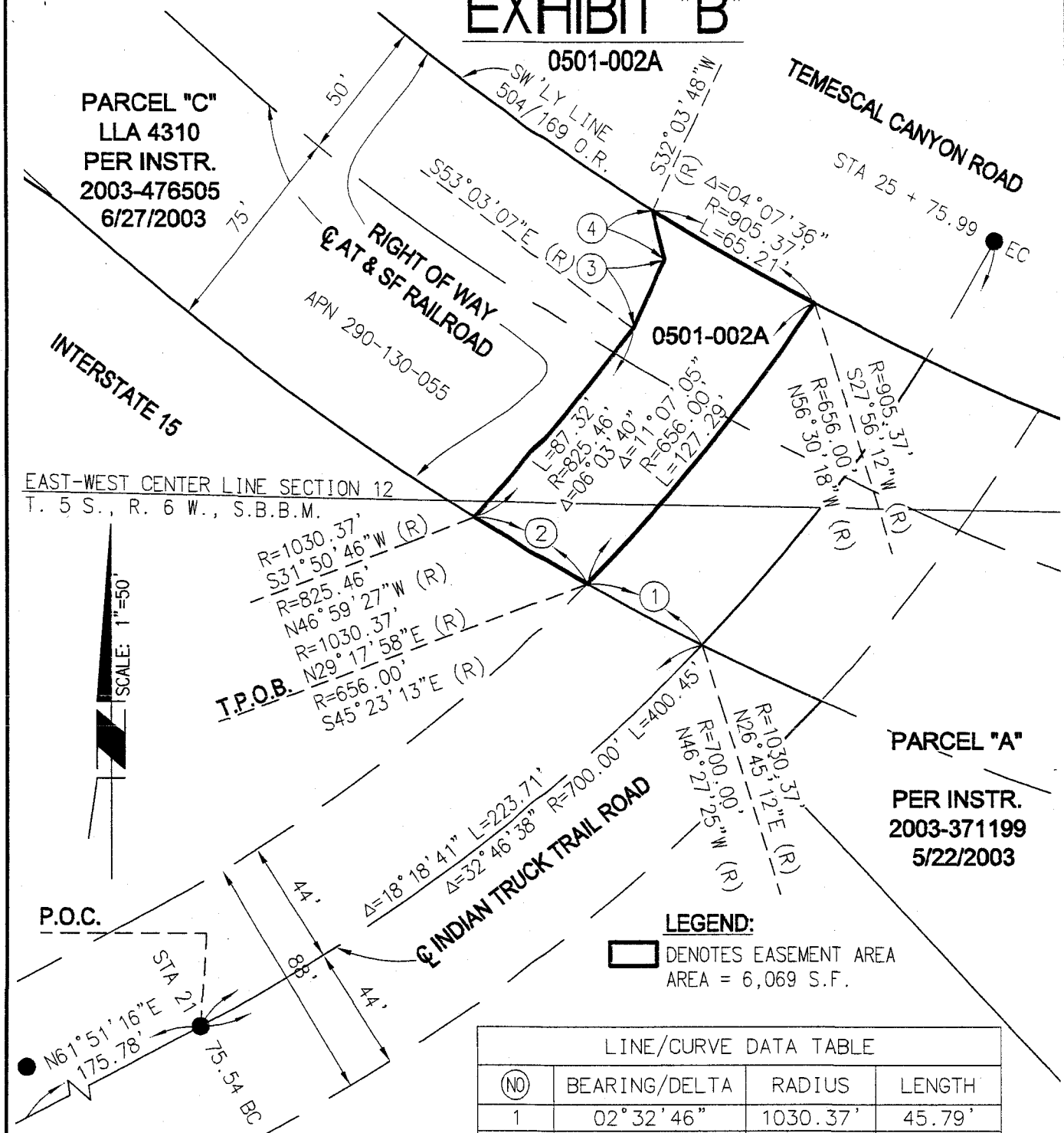
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RBF
 CONSULTING
 APRIL 21, 2009

SHEET 1 OF 2 SHEET
 PLANNING ■ DESIGN ■ CONSTRUCTION

3300 EAST GUAISTI ROAD, SUITE 100
 ONTARIO, CALIFORNIA 91761
 909.974.4900 • FAX 909.390.9817 • www.RBF.com
 JN: 10-104256

EXHIBIT "B"



SCALE: 1"=50'

LEGEND:
 DENOTES EASEMENT AREA
 AREA = 6,069 S.F.

LINE/CURVE DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	02° 32' 46"	1030.37'	45.79'
2	02° 32' 48"	1030.37'	45.80'
3	N 24° 47' 35" E	--	26.13'
4	N 12° 54' 52" W	--	17.85'

SKETCH TO ACCOMPANY A
 LEGAL DESCRIPTION FOR
 West Public Road and Utility Easement
 APN 290-130-055
 CONTAINS: 0.14 ACRE - 6,069 S.F.

RBF
 CONSULTING
 APRIL 21, 2009

PLANNING ■ DESIGN ■ CONSTRUCTION

3300 EAST GUASTI ROAD, SUITE 100
 ONTARIO, CALIFORNIA 91781
 909.974.4900 • FAX 909.390.9817 • www.RBF.com

SHEET 2 OF 2 SHEET
 JN: 10-104256

EXHIBIT A

LEGAL DESCRIPTION
SLOPE EASEMENT
WEST OF INDIAN TRUCK TRAIL ROAD
0501-002B

That portion of Parcel "C" of L.L.A. No. 4310 recorded June 27, 2003 as Instrument No. 2003-476505 of Official Records of the County of Riverside, situated within the east-half of Section 12, Township 5 South, Range 6 West, San Bernardino Base and Meridian, in the County of Riverside, State of California described as follows:

COMMENCING at a 2" brass disk stamped "21+75.54 B.C. – CL Int. I.T.T. RD. CALIF. DEPART. OF TRANS.", marking the northeasterly terminus of a course in the centerline of Indian Truck Trail Road, having a bearing of North 61°51'16" East, shown as North 61°50'58" East on California Department of Highways monumentation map on file with the Riverside County Surveyor's office as map no. 204-984, also being the beginning of a tangent curve, concave northwesterly and having a radius of 700.00 feet;

THENCE northeasterly along said centerline and tangent curve 223.71 feet through a central angle of 18°18'41" to the southwesterly right-of-way line of the Atchison, Topeka and Santa Fe Railway Company, also being the southwesterly line of said Parcel "C", being a point on a non-tangent curve concave northeasterly and having a radius of 1030.37 feet, a radial line of said curve from said point bears North 26°45'12" East;

THENCE northwesterly along said southwesterly right-of way line and said curve 91.59 feet through a central angle of 05°05'34" to a point to which a radial line bears South 31°50'46" West and the **TRUE POINT OF BEGINNING**;

THENCE continuing northwesterly along said southwesterly right-of-way line and said curve 22.57 feet through a central angle of 01°15'19" to a point to which a radial line bears South 33°06'05" West;

THENCE departing said southwesterly right-of-way line North 21°06'02" East 123.46 feet;

THENCE North 14°07'14" West 7.01 feet to the northeasterly line of said Parcel "C" of L.L.A. No. 4310 and the southwesterly right-of-way line the land described in the easement from Corona and Santa Fe Railway Company to the State of California recorded May 14, 1941 in Book 504, page 169 et. Seq. of Official Records in the office of the County Recorder of said Riverside County, being a point on a non-tangent curve concave northeasterly and having a radius of 905.37 feet, a radial line of said curve from said point bears North 35°03'07" East;

THENCE southeasterly along said curve 47.22 feet through a central angle of 02°59'19" to which point a radial line bears South 32°03'48" West;

THENCE departing said northeasterly right-of-way line South 12°54'52" East 17.85 feet;

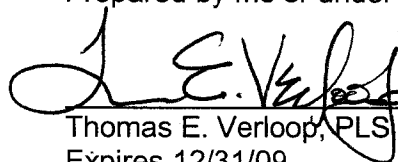
THENCE South 24°47'35" West 26.13 feet to a point on a non-tangent curve, concave northwesterly and having a radius of 825.46 feet, a radial line of said curve from said point bears North 53°03'07" West;

THENCE southwesterly along said curve 87.32 feet through a central angle of 06°03'40" to said southwesterly right-of-way line of the Atchison, Topeka and Santa Fe Railway Company, to which point a radial line bears South 46°59'27" West and to the **TRUE POINT OF BEGINNING**.

Area contains: 5,239 S.F., 0.12 acre, more or less

EXHIBIT "B" attached hereto and by this reference made a part hereof.

Prepared by me or under my direction


Thomas E. Verloop, PLS 5348
Expires 12/31/09

5/19/2009
Date:

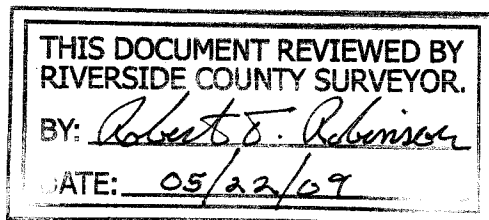
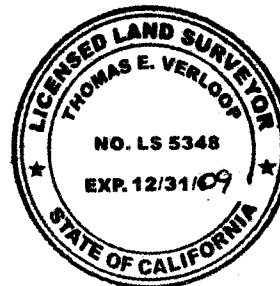


EXHIBIT "B"

0501-002B

RIV. CO. HWY. PER ST. HWY. MAP 8
PGS. 38-44 FILED 01/01/1980.
RELINQUISHMENT PER DOC. 48062
RECORDED 3/12/1980.
SW'LY LINE 594/169 O.R.



T.5S. R.6W. S.B.B.M.
T.5S. R.5W. S.B.B.M.

PARCEL "B"
LLA 4310
PER INSTR.
2003-476505
6/27/03

PARCEL "C"
LLA 4310
PER INSTR.
2003-476505
6/27/03

INTERSTATE 15

RIGHT OF WAY
AT & SF RAILROAD

TEMESCAL CANYON ROAD

STA 25+75.99 EC

EAST-WEST CENTER LINE
SECTION 12

S 12 S 7

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: *Robert F. Robinson*
DATE: *05/23/09*

INDIAN TRUCK TRAIL ROAD

P.O.C.

N 01° 03' 58" E 2641.13'

S 12 S 7
S 13 S 18

N 61° 51' 16" E
88'
44'
44'

175.54'

STA 21+75.54 BC
Δ=32° 46' 38"
L=400.45'
R=700.00'

Thomas E. Verloop 5/19/09
THOMAS E. VERLOOP, P.L.S. 5348
MY LICENSE EXPIRES 12/31/09



SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR
West Slope Easement

APN 290-130-055

CONTAINS: 0.12 ACRE - 5,240 S.F.

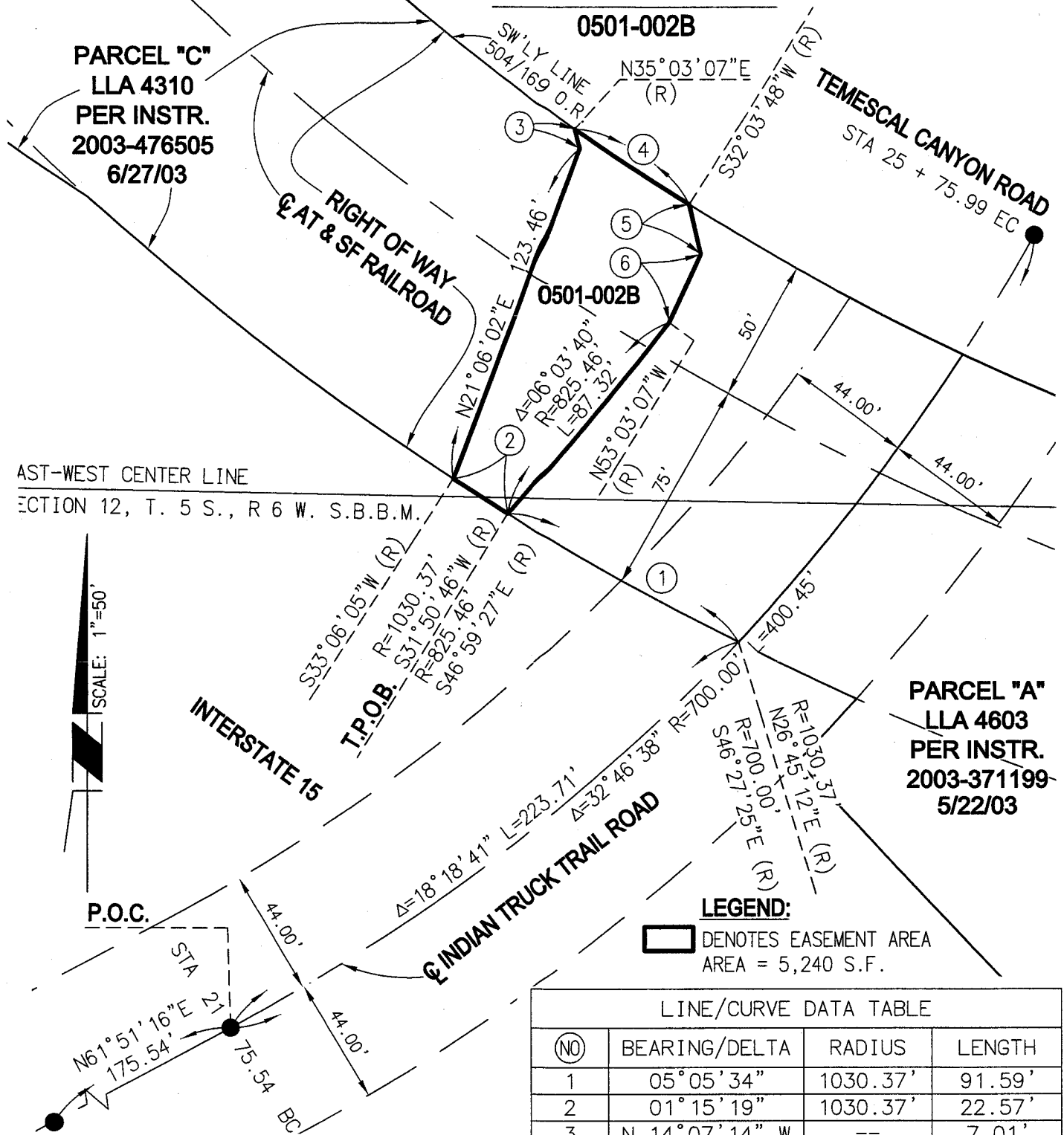
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RBF
CONSULTING
APRIL 21, 2009

SHEET 1 OF 2 SHEET
PLANNING ■ DESIGN ■ CONSTRUCTION

3300 EAST GUASTI ROAD, SUITE 100
ONTARIO, CALIFORNIA 91761
909.974.4900 ■ FAX 909.390.9817 ■ www.RBF.com
JN: 10-104256

EXHIBIT "B"



LINE/CURVE DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	05°05'34"	1030.37'	91.59'
2	01°15'19"	1030.37'	22.57'
3	N 14°07'14" W	--	7.01'
4	02°59'19"	905.37'	47.22'
5	S 12°54'52" E	--	17.85'
6	S 24°47'35" W	--	26.13'

SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR
West Slope Easement

APN 290-130-055

CONTAINS: 0.12 ACRE - 5,240 S.F.

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SHEET 2 OF 2 SHEET
PLANNING ■ DESIGN ■ CONSTRUCTION



APRIL 21, 2009

3300 EAST GUAISTI ROAD, SUITE 100
ONTARIO, CALIFORNIA 91761
909.974.4900 • FAX 909.390.9817 • www.RBF.com

JN: 10-104256

1 COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA
(Herein referred to as "County"), and

2
3 INDIAN TRUCK TRAIL DEVELOPMENT COMPANY, A CALIFORNIA GENERAL
PARTNERSHIP
(Herein referred to as "Grantor")

4
5 PROJECT: Indian Truck Trail Interchange at I-15 Project
6 PARCEL: 0501-002C
7 APNs: 290-130-054 and 290-130-055 (PORTION)

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TEMPORARY CONSTRUCTION AGREEMENT

1. The right is hereby granted County to enter upon and use the land of Grantor in the County of Riverside, State of California, described as portion of Assessor's Parcel Numbers 290-130-054 and 290-130-055, described in Exhibits "A" and "B" attached hereto and made a part hereof, for all purposes necessary to facilitate and accomplish the construction of Indian Truck Trail.

2. The temporary construction easement, used during construction of the project consists of approximately three thousand seven hundred twenty two (3,722) square feet described in Exhibits "A" and "B".

3. A thirty (30) day written notice shall be given to Grantor prior to using the rights herein granted. The rights herein granted may be exercised for eighteen (18) months from the thirty (30) day written notice, or until completion of said project, whichever occurs later.

4. It is understood that the County may enter upon Grantor's property where appropriate or designated for the purpose of getting equipment to and from the easement area. County agrees not to damage Grantor's property in the process of performing such activities.

5. The right to enter upon and use Grantor's land includes the right to remove and dispose of real and personal property located thereon.

6. At the termination of the period of use of Grantor's land by County, but before its relinquishment to Grantor, debris generated by County's use will be removed and the surface will be graded and left in a neat condition.

7. Grantor shall be held harmless from all claims of third persons arising from the use by County of Grantor's land.

8. Grantor hereby warrants that they are the owners of the property described above and that they have the right to grant County permission to enter upon and use the land.

9. This agreement is the result of negotiations between the parties hereto. This agreement is intended by the parties as a final expression of their understanding with respect

1 to the matters herein and is a complete and exclusive statement of the terms and conditions
2 thereof.

3 10. This agreement shall not be changed, modified, or amended except upon the
4 written consent of the parties hereto.

5 11. This agreement supersedes any and all other prior agreements or
6 understandings, oral or written, in connection therewith.

7 12. Grantor, their assigns and successors in interest, shall be bound by all the
8 terms and conditions contained in this agreement, and all the parties thereto shall be jointly
9 and severally liable thereunder.

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1 13. County shall pay to the order of Grantor the sum of Eight Thousand Three
2 Hundred Ninety Nine Dollars (\$8,399) for the right to enter upon and use Grantor's land in
3 accordance with the terms hereof.


4 Dated: _____

GRANTOR:

5 Indian Truck Trail Development Company,
6 a California General Partnership

7 By:  _____

8 Robert Parker, General Partner

9 By:  _____

10 Kathy Bue Parker, General Partner

COUNTY OF RIVERSIDE

11 **ATTEST:**

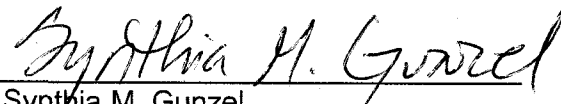
12 Kecia Harper-Ihem
13 Clerk to the Board

14 By: _____
15 Marion Ashley, Chairman
16 Board of Supervisors

17 By: _____
18 Deputy

19 **APPROVED AS TO FORM:**

20 Pamela J. Walls
21 County Counsel

22 By:  _____
23 Cynthia M. Gunzel
24 Deputy County Counsel

25
CO:jw
02/03/10
280TR
13.157

EXHIBIT A

LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
WEST OF INDIAN TRUCK TRAIL ROAD
0501-002C

That portion of Parcel "B " and "C" of L.L.A. No. 4310 recorded June 27, 2003 as Instrument No. 2003-476505 of Official Records of the County of Riverside, situated within the east-half of Section 12, Township 5 South, Range 6 West, San Bernardino Base and Meridian, in the County of Riverside, State of California, being described hereon as follows:

COMMENCING at a 2" brass disk stamped "21+75.54 B.C. – CL Int. I.T.T. RD. CALIF. DEPART. OF TRANS.", marking the northeasterly terminus of a course in the centerline of Indian Truck Trail Road, having a bearing of North 61°51'16" East, shown as North 61°50'58" East on California Department of Highways monumentation map on file with the Riverside County Surveyor's office as map No. 204-984, also being the beginning of a tangent curve, concave northwesterly and having a radius of 700.00 feet;

THENCE northeasterly along said centerline and tangent curve 223.71 feet through a central angle of 18°18'41" to the southwesterly right-of-way line of the Atchison, Topeka and Santa Fe Railway Company, also being the southwesterly line of said Parcel "C", being a point on a non-tangent curve concave northeasterly and having a radius of 1030.37 feet, a radial line of said curve from said point bears North 26°45'12" East;

THENCE northwesterly along said southwesterly right-of way line and said curve 114.16 feet through a central angle of 06°20'53" to the **TRUE POINT OF BEGINNING**, a radial line to said point bears South 33°06'05" West;

THENCE departing said southwesterly right-of-way line North 21°06'02" East 123.46 feet;

THENCE North 14°07'14" West 7.01 feet to the northeasterly line of said Parcel "B and C" of L.L.A. No. 4310, and the southwesterly right-of-way line the land described in the easement from Corona and Santa Fe Railway Company to the State of California recorded May 14, 1941 in Book 504, page 169 et. Seq. of Official Records in the office of the County Recorder of said Riverside County, being a point on a non-tangent curve concave northeasterly and having a radius of 905.37 feet, a radial line of said curve from said point bears North 35°03'07" East;

THENCE northwesterly along said curve 397.03 feet through a central angle of 25°07'34";

THENCE tangent from said curve North 29°49'20" West 257.49 feet;

THENCE South 60°10'40" West 3.13 feet;

THENCE South 29°49'20" East 257.49 feet to the beginning of a tangent curve concave northeasterly and having a radius of 908.50 feet;

THENCE along said curve southeasterly 381.77 feet through a central angle of 24°04'36";

THENCE South 14°07'14" East 13.48 feet;

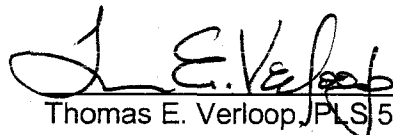
THENCE South 21°06'02" West 116.42 feet to said southwesterly right-of-way line of the Atchison, Topeka and Santa Fe Railway Company, being a point on a non-tangent curve concave northeasterly and having a radius of 1030.37 feet, a radial line of said curve from said point bears North 33°50'56" East;

THENCE along said curve and said southwesterly right-of-way line southeasterly 13.44 feet through a central angle of 00°44'51" to the **TRUE POINT OF BEGINNING**.

Area contains: 3,733 S.F., or 0.09 acres, more or less

EXHIBIT "B" attached hereto and by this reference made a part hereof.

Prepared by me or under my direction

 5/19/2009
Thomas E. Verloop, PLS 5348 Date:
Expires 12/31/09

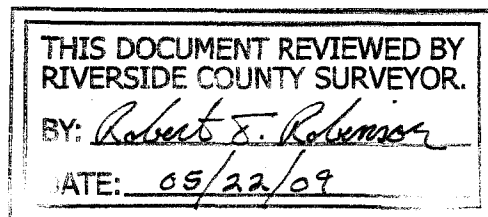
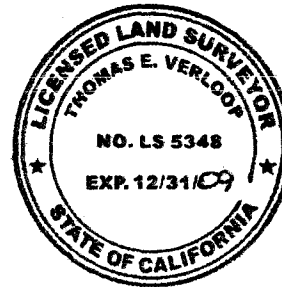


EXHIBIT "B"

0501-002C

RIV. CO. HWY. PER ST. HWY. MAP 8
 PGS. 38-44 FILED, 01/01/1980.
 RELINQUISHMENT PER DOC. 48062
 RECORDED 3/12/1980.

PARCEL "B"
 LLA 4310
 PER INSTR.
 2003-476505
 6/27/03

PARCEL "C"
 LLA 4310
 PER INSTR.
 2003-476505
 6/27/03

SCALE: 1"=150'

T.5S. R.6W. S.B.B.M.
 T.5S. R.5W. S.B.B.M.

INTERSTATE 15

RIGHT OF WAY
 AT & SF RAILROAD

TEMESCAL CANYON ROAD
 SW'LY LINE
 504.7169 O.R.

EAST-WEST CENTER LINE
 SECTION 12

STA 25 + 75.99 EC

S 12 S 7-

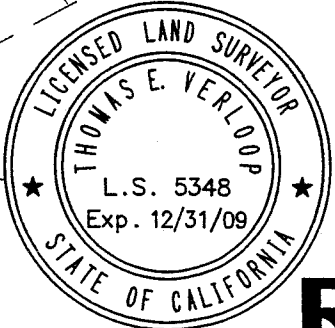
THIS DOCUMENT REVIEWED BY
 RIVERSIDE COUNTY SURVEYOR.
 BY: *Robert E. Robinson*
 DATE: 05/22/09

INDIAN TRUCK TRAIL ROAD

P.O.C.

S 12 S 7
 S 13 S 18

Thomas E. Verloop 5/19/09
 THOMAS E. VERLOOP, P.L.S. 5348
 MY LICENSE EXPIRES 12/31/09



SKETCH TO ACCOMPANY A
 LEGAL DESCRIPTION FOR
 Temporary Construction Easement

APN 290-130-054 & 055

CONTAINS: 0.09 ACRE - 3,734 S.F.

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APRIL 21, 2009

SHEET 1 OF 2 SHEET
 PLANNING ■ DESIGN ■ CONSTRUCTION

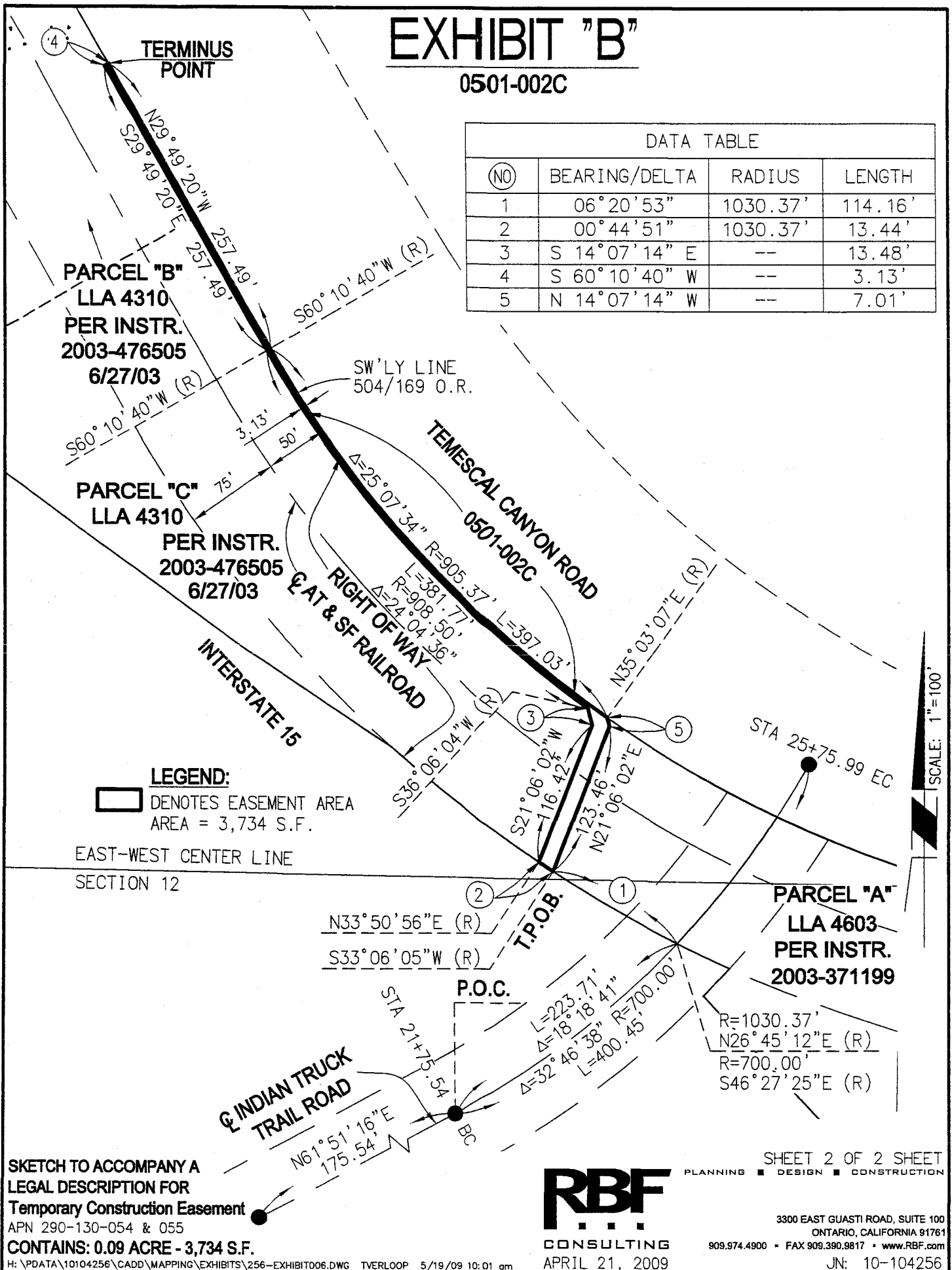
3300 EAST GAUSTI ROAD, SUITE 100
 ONTARIO, CALIFORNIA 91761
 909.974.4900 • FAX 909.390.9817 • www.RBF.com

JN: 10-104256

EXHIBIT "B"

0501-002C

DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	06° 20' 53"	1030.37'	114.16'
2	00° 44' 51"	1030.37'	13.44'
3	S 14° 07' 14" E	--	13.48'
4	S 60° 10' 40" W	--	3.13'
5	N 14° 07' 14" W	--	7.01'



LEGEND:

☐ DENOTES EASEMENT AREA
AREA = 3,734 S.F.

EAST-WEST CENTER LINE
SECTION 12

SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR
Temporary Construction Easement

APN 290-130-054 & 055

CONTAINS: 0.09 ACRE - 3,734 S.F.

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APRIL 21, 2009

SHEET 2 OF 2 SHEET
PLANNING ■ DESIGN ■ CONSTRUCTION

3300 EAST GUASTI ROAD, SUITE 100
ONTARIO, CALIFORNIA 91761

909.974.4900 ■ FAX 909.390.9817 ■ www.RBF.com

JN: 10-104256

SCALE: 1"=100'