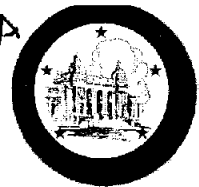


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

325A



FROM: Economic Development Agency / Facilities Management and Transportation Department

SUBMITTAL DATE:

April 14, 2011

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

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Acquisition Agreement for Parcel 0501-001A within a portion of Assessor's Parcel Numbers 391-070-037 and 391-070-038; and Temporary Construction Agreement for Parcel 0501-001B within a portion of Assessor's Parcel Numbers 391-070-035, 391-070-037, and 391-070-038, 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)

Juan C. Perez, Director
Transportation Department

Robert Field
Assistant County Executive Officer/EDA

**FINANCIAL
DATA**

Current F.Y. Total Cost:	\$ 87,988	In Current Year Budget:	No
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Road DIF Funds (AP-6) - 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: Jennifer L. Sargent

Prev. Agn. Ref.: 3.41 of 12/20/05

District: 1

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.29

RECOMMENDED MOTION: (Continued)

3. Approve and direct the Auditor-Controller to make the budget adjustments as shown on Schedule A; and,
4. Authorize and allocate the sum of \$53,931 to purchase Parcel 0501-001A within a portion of Assessor's Parcel Numbers 391-070-037 and 391-070-038, \$6,607 for a temporary construction easement on Parcel 0501-001B within a portion of Assessor's Parcel Numbers 391-070-035, 391-070-037, and 391-070-038, and \$27,450 to pay all related transaction costs.

BACKGROUND:

The existing Indian Truck Trail at Interstate 15 (I-15) freeway interchange, located in the 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 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 and 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 purchase price of \$53,931 within a portion of Assessor's Parcel Numbers 391-070-037 and 391-070-038, and temporary construction easement purchase price of \$6,607 within a portion of Assessor's Parcel Numbers 391-070-035, 391-070-037, and 391-070-038 from Sycamore Creek Marketplace. The county is acquiring only a portion of these properties as determined by the right of way requirements for this project. There are costs of \$27,450 associated with this transaction.

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

FINANCIAL DATA: (Commences on Page 3)

FINANCIAL DATA:

The following summarizes the funding necessary for the acquisition within a portion of Assessor's Parcel Numbers 391-070-037 and 391-070-038, and temporary construction easement of a portion of Assessor's Parcel Numbers 391-070-035, 391-070-037, and 391-070-038:

Acquisition:	\$ 53,931
Temporary Construction Easement:	\$ 6,607
Estimated Title and Escrow Charges:	\$ 2,000
Preliminary Title Report:	\$ 450
County Appraisal:	\$ 5,000
Owners Appraisal:	\$ 5,000
Acquisition Administration:	\$ 15,000
Total Estimated Acquisition Costs:	\$ 87,988

While EDA will cover the cost for the due diligence services (Preliminary Title Report and Appraisals) 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 2010/11. Thus, no net county cost will be incurred as a result of this transaction.

Attachments:

Schedule A
Acquisition Agreement
Temporary Construction Agreement

SCHEDULE A

Increase Estimated Revenues:

47220-7200400000-777550	Right of Ways Services	\$10,450
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Increase Appropriations:

47220-7200400000-525400	Title Company Services	\$ 450
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47220-7200400000-524550	Appraisal Services	\$10,000
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PROJECT: Interstate 15 / Indian Truck Trail Interchange
Project

PARCEL: 0501-001A

APNs: 391-070-037 and 391-070-038 (portion)

ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA herein called "County", and SYCAMORE CREEK MARKETPLACE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, herein called "Grantor".

Grantor has executed and will deliver to Craig Olsen, Real Property Agent for the County or to the designated escrow company, a Grant Deed dated _____, identifying a portion of Assessor's Parcel Numbers 391-070-037 and 391-070-038, referenced as Parcel 0501-001A and described on Exhibits "A" and "B" attached hereto and made a part hereof in consideration of which it is mutually agreed as follows:

1. The County shall:

A. Pay to the order of Grantor the sum of Fifty Three Thousand Nine Hundred Thirty One Dollars (\$53,931) for the property, or interest therein, conveyed by said deed, when title to said property or interest vests in County free and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), and taxes except those encumbrances and easements which, in the sole discretion of the County, are acceptable.

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

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

///

1 any bonds or assessments that are due on the date title is transferred to, or possession is
2 taken by the County, whichever first occurs.

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

5 D. County will comply with the county's Erosion Control Program
6 attached hereto as Exhibit "C", including the planting of a combination of the following:
7 Artemisia californica (California Sagebrush), Encelia californica (Bush Sunflower), Eriogonum
8 fasciculatum (California Buckwheat), Nassella pulchra (Purple Needle Grass), Poa secunda
9 (Pine Bluegrass), and Vulpia microstachys (Small Fescue).

10 2. Grantor shall:

11 A. Indemnify, defend, protect, and hold County, its officers,
12 employees, agents, successors, and assigns free and harmless from and against any and all
13 claims, liabilities, penalties, forfeitures, losses, or expenses, including without limitation,
14 attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or indirectly, by
15 either (a) the presence in, on, within, under, or about the parcel of hazardous materials, toxic
16 substances, or hazardous substances as a result of Grantor's use, storage, or generation of
17 such materials or substances or (b) Grantor's failure to comply with any federal, state, or local
18 laws relating to such materials or substances. For the purpose of this agreement, such
19 materials or substances shall include without limitation hazardous substances, hazardous
20 materials, or toxic substances as defined in the Comprehensive Environmental Response,
21 Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the
22 Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource
23 Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances
24 defined as hazardous wastes in Section 25117 of the California Health and Safety Code or
25 hazardous substances in Section 25316 of the California Health and Safety Code; and in the
26 regulations adopted in publications promulgated pursuant to said laws.

27 ///

28 ///

1 B. Be obligated hereunder to either, at Grantor's option: (i) include
2 without limitation, and whether foreseeable or unforeseeable, all costs of any required or
3 necessitated repair, clean-up, detoxification, or decontamination of the parcel, and the
4 preparation and implementation of any closure, remedial action, or other required plans in
5 connection therewith (collectively "Property Remediation"), and such obligation shall continue
6 until the parcel has been rendered in compliance with applicable federal, state, and local laws,
7 statutes, ordinances, regulations, and rules; or (ii) in the event of the need for any Property
8 Remediation, Grantor shall return all compensation paid by the County hereunder and this
9 agreement will be deemed cancelled.

10 3. It is mutually understood and agreed by and between the parties hereto
11 that the right of possession and use of the subject property by County, including the right to
12 remove and dispose of improvements (subject to applicable governmental or utility approvals),
13 shall commence upon the execution of this agreement by all parties. The amount shown in
14 Paragraph 1A includes, but is not limited to, full payment for such possession and use.

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

20 5. The performance by the County of its obligations under this agreement
21 shall relieve the County of any and all further obligations or claims on account of the acquisition
22 of the property referred to herein.

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

25 7. This agreement is the result of negotiations between the parties and is
26 intended by the parties to be a final expression of their understanding with respect to the
27 matters herein contained. This agreement supersedes any and all other prior agreements and
28 understandings, oral or written, in connection therewith. No provision contained herein shall be

1 construed against the County solely because it prepared this agreement in its executed form.

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

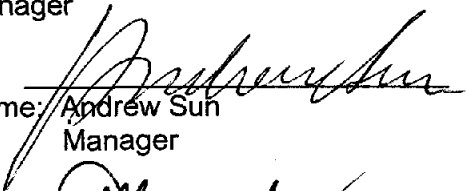
5
6 Dated: _____

GRANTOR:

7
8 SYCAMORE CREEK MARKETPLACE, LLC, a California
limited liability company

9 By: WPI-COLLEGE, LLC, a Nevada limited
10 liability company

11 Its: Manager

12 By: 
13 Name: Andrew Sun

14 Its: Manager

15 By: 
16 Name: John E. Young

17 Its: Manager

COUNTY OF RIVERSIDE

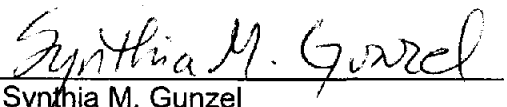
18
19 **ATTEST:**
20 Kecia Harper-Ihem
Clerk to the Board

21 By: _____
22 Bob Buster, Chairman
Board of Supervisors

23 By: _____
24 Deputy

APPROVED AS TO FORM:

25 Pamela J. Walls
26 County Counsel

27 By: 
28 Cynthia M. Gunzel
Deputy County Counsel

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EXHIBIT A

LEGAL DESCRIPTION FEE ACQUISITION EAST SIDE OF INDIAN TRUCK TRAIL ROAD 0501-001A

That portion of Parcel "A" of L.L.A. No. 4603 recorded May 22, 2003 as Instrument No. 2003-371199 of Official Records of the County of Riverside, situated within the east-half of Section 12, Township 5 South, Range 6 West and within the Southwest Quarter of Section 7, Township 5 South, Range 5 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 (213.360 meters);

THENCE northeasterly along said centerline and tangent curve 223.71 feet (68.187 meters) 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 "A", being a point on a non-tangent curve concave northeasterly and having a radius of 1030.37 feet (314.057 meters), a radial line of said curve from said point bears North 26°45'12" East;

THENCE southeasterly along said southwesterly right-of way line and said curve 46.14 feet (14.064 meters) through a central angle of 02°33'57" to the easterly right-of-way line of Indian Truck Trail Road, 88.00 feet (26.822 meters) wide, being a point of non-tangent curve, concave northwesterly and having a radius of 744.00 feet (226.772 meters), a radial line of said curve from said point bears North 47°33'33" West, and being the **TRUE POINT OF BEGINNING**;

THENCE northeasterly along said curve and said easterly right-of-way line 129.10 feet (39.348 meters) through a central angle of 09°56'30" to the most northerly corner of said Parcel "A" 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 (275.957 meters), a radial line of said curve from said point bears North 22°18'45" East;

THENCE southeasterly along said curve and the northeasterly line of Parcel "A", 62.39 feet (19.017 meters) through a central angle of 03°56'54" to the east line of said Section 12, a radial line to said point bears South 18°21'51" West;

THENCE along the east line of Section 12, South 01°03'58" West 15.31 feet (4.668 meters) to the one-quarter corner common to Section 7 of Township 5 South, Range 5 West and Section 12 of Township 5 South, Range 6 West;

THENCE along the east-west center section line of said Section 7 of Township 5 South, Range 5 West, South 89°24'32" East 50.51 feet (15.395 meters) to its intersection with the northeasterly right-of way of the Atchison, Topeka and Santa Fe Railway Company, said point being 50 feet (15.240 meters) northeasterly and perpendicular to the centerline of said railway company right-of-way, the same being 125.00 feet (38.100 meters) northeasterly and perpendicular to the southwesterly right-of way of the Atchison, Topeka and Santa Fe Railway Company;

THENCE along said northeasterly line, South 72°39'30" East 119.00 feet (36.273 meters) to the southerly line of Temescal Canyon Road as shown on State Right of Way Map 66004-02;

THENCE leaving said northeasterly line along said southerly line South 62°57'22" East 4.20 feet (1.279 meters) to the beginning of a tangent curve concave northeasterly and having a radius of 340.00 feet (103.632 meters);

THENCE along said curve and said southerly line southeasterly 14.50 feet (4.419 meters) through a central angle of 02°26'36";

THENCE leaving said southerly line North 78°49'29" West 94.25 feet (28.726 meters);

THENCE North 75°41'13" West 125.97 feet (38.396 meters);

THENCE South 39°53'12" West 110.05 feet (33.542 meters);

THENCE South 54°02' 47" West 44.35 feet (13.518 meters) to the south line of said Parcel "A" of L.L.A. No. 4603;

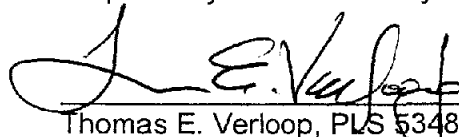
THENCE along said south line North 43°23'12" West 25.08 feet (7.643 meters) to said easterly right-of way line of Indian Truck Trail Road, being a point on a non-tangent curve, concave northwesterly and having a radius of 744.00 feet (226.772 meters), a radial line of said curve from said point bears North 45°14'56" West;

THENCE northeasterly along said curve and said easterly right-of-way line 30.00 feet (9.144 meters) through a central angle of 02°18'37" to the **TRUE POINT OF BEGINNING**.

Area contains: 0.18 acres or 7,904 square feet, or 734.37 square meters, 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 12/31/11

03/14/2011
Date:

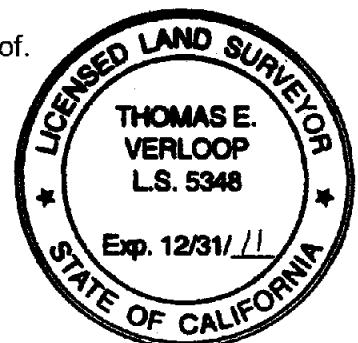
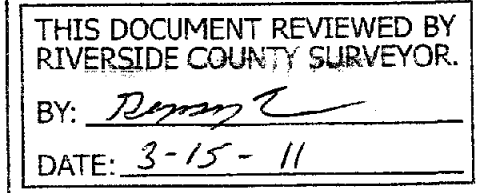


EXHIBIT "B"

0501-001A

SEC. 12, T. 5 S., R. 6 W. S.B.B.M.

SEC. 7, T. 5 S., R. 5 W. S.B.B.M.

SCALE: 1"=200'

PARCEL "C"
LLA 4310
PER INSTR.
003-476505
6/27/03

TEMESCAL CANYON ROAD

STA 25+75.99 EC-S7

N61°51'16"E
175.54'
(53.505m)
L=400.45' (122.057m)
R=700.00'
(213.360m)
Δ=32°46'38"

PARCEL "A"
LLA 4603
PER INSTR.
2003-371199
5/22/03

RIGHT OF WAY
AT & SF RAILROAD

N.A.P.

PARCEL "C"
LLA 4603
PER INSTR.
2003-371199

C INDIAN TRUCK TRAIL ROAD

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.

BY: THOMAS E. VERLOOP
DATE: 3-15-11

S 12

S 7

S 13

S 18

INTERSTATE 15

THOMAS E. VERLOOP 03/10/2011
THOMAS E. VERLOOP, P.L.S. 5348
MY LICENSE EXPIRES 12/31/11

SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR

Fee Acquisition

APN 391-070-037 & 038

CONTAINS: 0.18 ACRE - 7,904 S.F. / 734.57 S.M.



RBF

CONSULTING

MARCH 9, 2011

SHEET 1 OF 2 SHEET
PLANNING ■ DESIGN ■ CONSTRUCTION

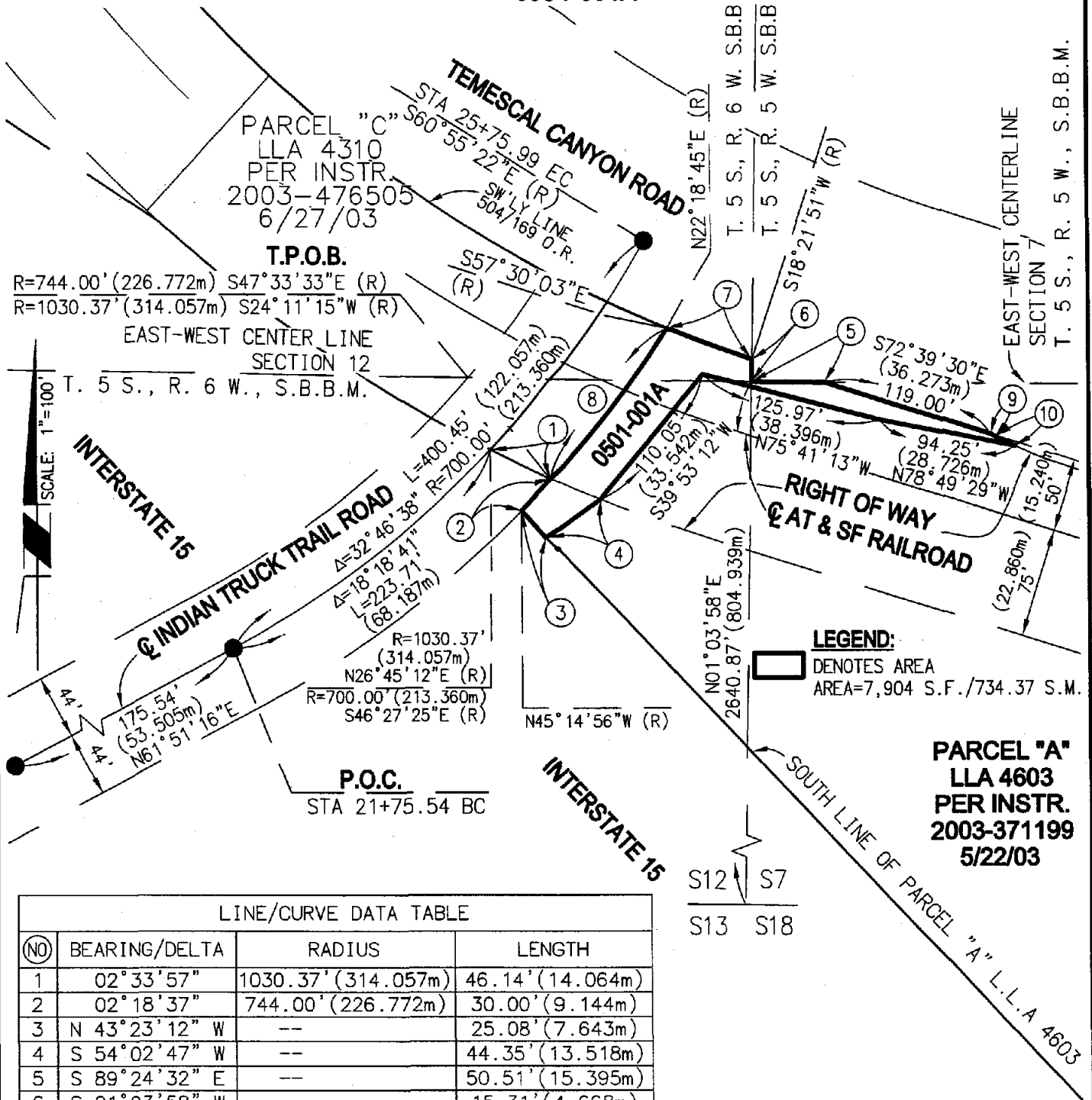
3300 EAST GUASTI ROAD, SUITE 100
ONTARIO, CALIFORNIA 91761

909.974.4900 • FAX 909.390.9817 • www.RBF.com

JN: 10-104256

EXHIBIT "B"

0501-001A



LINE/CURVE DATA TABLE

(NO)	BEARING/DELTA	RADIUS	LENGTH
1	02°33'57"	1030.37' (314.057m)	46.14' (14.064m)
2	02°18'37"	744.00' (226.772m)	30.00' (9.144m)
3	N 43°23'12" W	--	25.08' (7.643m)
4	S 54°02'47" W	--	44.35' (13.518m)
5	S 89°24'32" E	--	50.51' (15.395m)
6	S 01°03'58" W	--	15.31' (4.668m)
7	03°56'54"	905.37' (275.957m)	62.39' (19.017m)
8	09°56'30"	744.00' (226.772m)	129.10' (39.348m)
9	S 62°57'18" E	--	4.20' (1.279m)
10	02°26'36"	340.00' (103.632m)	14.50' (4.419m)

SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR

Fee Acquisition

APN 391-070-037 & 038

CONTAINS: 0.18 ACRE - 7,904 S.F. / 734.37 S.M.

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RBF

CONSULTING
MARCH 9, 2011

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

EXHIBIT "C"

10-1.xx **EROSION CONTROL (TYPE D):**

Erosion control (Type D) includes applying erosion control materials to embankment and excavation slopes and other areas disturbed by construction activities. Erosion control (Type D) must comply with Section 20-3, "Erosion Control" of the Standard Specifications and these Special Provisions.

Apply erosion control (Type D) when an area is ready to receive erosion control as determined by the Engineer and under "Move-in/Move-out (Erosion Control)" of these Special Provisions.

Before applying erosion control materials, prepare soil surface under Section 19-2.05, "Slopes" of the Standard Specifications, except that rills and gullies exceeding 50 mm in depth or width must be leveled. Remove vegetative growth, temporary erosion control materials, and other debris from areas to receive erosion control.

MATERIALS

Materials must comply with Section 20-2, "Materials" of the Standard Specifications and these Special Provisions.

Seed

Seed must comply with Section 20-2.10, "Seed" of the Standard Specifications. Seed not required to be labeled under the California Food and Agricultural Code shall be tested for purity and germination by a seed laboratory certified by the Association of Official Seed Analysts or by a seed technologist certified by the Society of Commercial Seed Technologists. Measure and mix individual seed species in the presence of the Engineer.

Seed must contain at most 1.0 percent total weed seed by weight.

Deliver seed to the job site in unopened separate containers with the seed tag attached. Containers without a seed tag attached are not accepted. The Engineer takes a sample of approximately 30 g or 60 ml of seed for each seed lot greater than 1 kg.

Seed must comply with the following:

EXHIBIT "C"

Seed (Mix 1)

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Artemisia californica (California Sagebrush)	50	0.1
Encelia californica (Bush Sunflower)	30	1.0
Eriogonum fasciculatum (California Buckwheat)	10	1.0
Nassella pulchra (Purple Needle Grass)	70	6.0
Poa secunda (Pine Bluegrass)	60	0.5
Vulpia microstachys (Small Fescue)	70	3.0

Seed (Mix 2 - Bioswale)

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Plantago insularis (Plantain)	70	6.0
Nassella pulchra (Purple Needle Grass)	70	6.0
Poa secunda (Pine Bluegrass)	60	0.5
Vulpia microstachys (Small Fescue)	70	3.0

Seed Sampling Supplies

At the time of seed sampling, provide the Engineer a glassine lined bag and custody seal tag for each seed lot sample.

Stabilizing Emulsion

Stabilizing emulsion must comply with Section 20-2.11, "Stabilizing Emulsion" of the Standard Specifications and these Special Provisions.

Stabilizing emulsion:

- A. Must be in a dry powder form.
- B. Must be a processed organic adhesive used as a soil tackifier.
- C. May be reemulsifiable.

APPLICATION

EXHIBIT "C"

Apply erosion control materials in separate applications in the following sequence:

- A. Apply the following mixture with hydroseeding equipment at the rates indicated within 60 minutes after the seed has been added to the mixture:

Seed (Mix 1)	
Material	Kilograms Per Hectare (Slope Measurement)
Seed	11.6
Fiber	1800

Seed (Mix 2-Bioswale)	
Material	Kilograms Per Hectare (Slope Measurement)
Seed	15.5
Fiber	1800

- B. Apply the following mixture with hydro-seeding equipment at the corresponding rates:

Material	Kilograms Per Hectare (Slope Measurement)
Fiber	1200
Stabilizing Emulsion (Solids)	100

The ratio of total water to total stabilizing emulsion in the mixture must be as recommended by the manufacturer.

The Engineer may change the rates of erosion control materials to meet field conditions.

MEASUREMENT AND PAYMENT

Erosion control (Type D) will be measured by the square meter. The area will be calculated on the basis of actual or computed slope measurements.

The contract price paid per square meter for Erosion Control (Type D) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying erosion control (Type D) complete in place, as shown on the plans for the Interstate 15 / Indian Truck Trail Interchange Project, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA
(Herein referred to as "County"), and
SYCAMORE CREEK MARKETPLACE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
(Herein referred to as "Grantor")

PROJECT: Interstate 15 / Indian Truck Trail Interchange
Project

PARCEL: 0501-001B

APNs: 391-070-035, 391-070-037 and 391-070-038
(portion)

TEMPORARY CONSTRUCTION AGREEMENT

1. The right is hereby granted to 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 391-070-035, 391-070-037 and 391-070-038, 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 eight thousand fourteen (8,014) square feet described in Exhibits "A" and "B".

3. On or before December 1, 2011, 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.

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, subject to Grantor's written approval for each occurrence, to remove and dispose of personal property located thereon. The County must replace any fencing materials that it removes from the

1 property. The County understands that the fencing is required to restrict public access to
2 Grantor's property for health and safety reasons.

3 6. At the termination of the period of use of Grantor's land by County, but before its
4 relinquishment to Grantor, debris generated by County's use will be removed and the surface
5 will be graded and left in a neat condition at no cost to Grantor.

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

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

10 9. This agreement is the result of negotiations between the parties hereto. This
11 agreement is intended by the parties as a final expression of their understanding with respect to
12 the matters herein and is a complete and exclusive statement of the terms and conditions
13 thereof.

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

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

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

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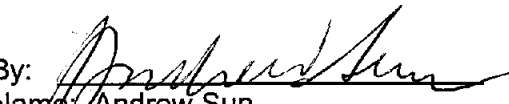
13. County shall pay to the order of Grantor the sum of Six Thousand Six Hundred Seven Dollars (\$6,607) for the right to enter upon and use Grantor's land in accordance with the terms hereof.

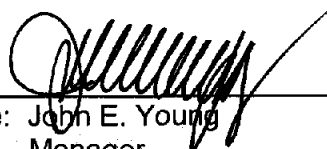
Dated: _____

GRANTOR:

SYCAMORE CREEK MARKETPLACE, LLC, a California limited liability company

By: WPI-COLLEGE, LLC, a Nevada limited liability company
Its: Manager

By: 
Name: Andrew Sun
Its: Manager

By: 
Name: John E. Young
Its: Manager

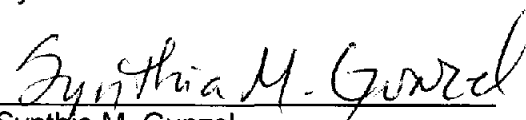
COUNTY OF RIVERSIDE

ATTEST:
Kecia Harper-Ihem
Clerk to the Board

By: _____
Bob Buster, Chairman
Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: 
Cynthia M. Gunzel
Deputy County Counsel

CO:ad/022311/280TR/13.926 S:\Real Property\TYPING\Docs-13.500 to 13.999\13.926.doc

EXHIBIT A

LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT EAST OF INDIAN TRUCK TRAIL ROAD 0501-001B

That portion of Parcel "A " and "C" of L.L.A. No. 4603 recorded May 22, 2003 as Instrument No. 2003-371199 of Official Records of the County of Riverside, situated within the east-half of Section 12, Township 5 South, Range 6 West and within the Southwest Quarter of Section 7, Township 5 South, Range 5 West, San Bernardino Base and Meridian, in the County of Riverside, State of California, included within a strip of land 13.13 feet (4.002 meters) wide. The westerly, northerly and northeasterly lines of said strip being 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 (213.360 meters);

THENCE northeasterly along said centerline and tangent curve 223.71 feet (68.187 meters) 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 "A", being a point on a non-tangent curve concave northeasterly and having a radius of 1030.37 feet (314.057 meters), a radial line of said curve from said point bears North 26°45'12" East;

THENCE southeasterly along said southwesterly right-of way line and said curve 46.14 feet (14.064 meters) through a central angle of 02°33'57" to the easterly right-of-way line of Indian Truck Trail Road, 88.00 feet (26.822 meters) wide, being a point of non-tangent curve, concave northwesterly and having a radius of 744.00 feet (226.772 meters), a radial line of said curve from said point bears North 47°33'33" West;

THENCE southwesterly along said curve and said easterly right-of-way line 30.00 feet (9.144 meters) through a central angle of 02°18'37" to the south line of said Parcel "A" of L.L.A. No. 4603, also being the northerly right-of way of Interstate 15 Highway;

THENCE along said south line of Parcel "A" and said northerly right-of way of Interstate 15 Highway South 43°23'12" East 25.08 feet (7.643 meters) to the **TRUE POINT OF BEGINNING**;

THENCE departing said south line, North 54°02'47 East 44.35 feet (13.518 meters);

THENCE North 39°53'12" East 110.05 feet (33.542 meters);

THENCE South 75°41'13" East 125.97 feet (38.396 meters);

THENCE South 78°49'29" East 94.25 feet (28.726 meters) to the southerly line of Temescal Canyon Road as shown on State Right of Way Map 66004-02, said point being the beginning of a non-tangent curve concave northeasterly and having a radius of 340.00 feet (107.632 meters), a radial line of said curve from said point bears North 24°36'02" East;

Thence along said curve and said southerly line southeasterly 104.70 feet (31.913 meters) through a central angle of 17°38'39" to the northeasterly right-of-way line of the Atchison, Topeka and Santa Fe Railway Company, being 125.00 feet (39.100 meters) northeasterly parallel and perpendicular to the southwesterly Atchison, Topeka and Santa Fe Railway Company right-of-way;

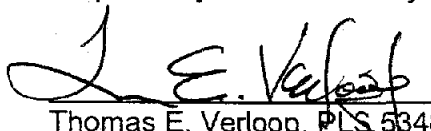
THENCE along said northeasterly right-of way, South 72°39'30" East 138.88 feet (42.332 meters) to the **TERMINUS POINT** of this easement;

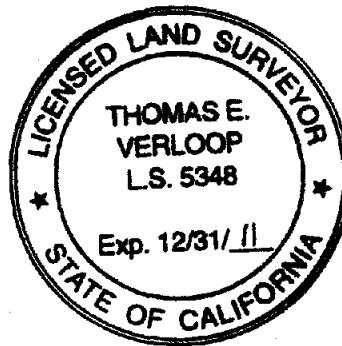
Said strip of land shall be lengthened or shortened to terminate on the south line of Parcel "A" of said L.L.A. No. 4603 and to terminate at right angles and parallel to the terminus point, which said terminus is in Parcel "C" of said L.L.A. No. 4603.

Area contains: 0.18 acres or 8,014 square feet, or 744.51 square meters, more or less.

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

Prepared by me or under my direction

 03/10/2011
Thomas E. Verloop, PLS 5348 Date:
Expires 12/31/11



THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.


BY: 
DATE: 3-15-11

EXHIBIT "B"

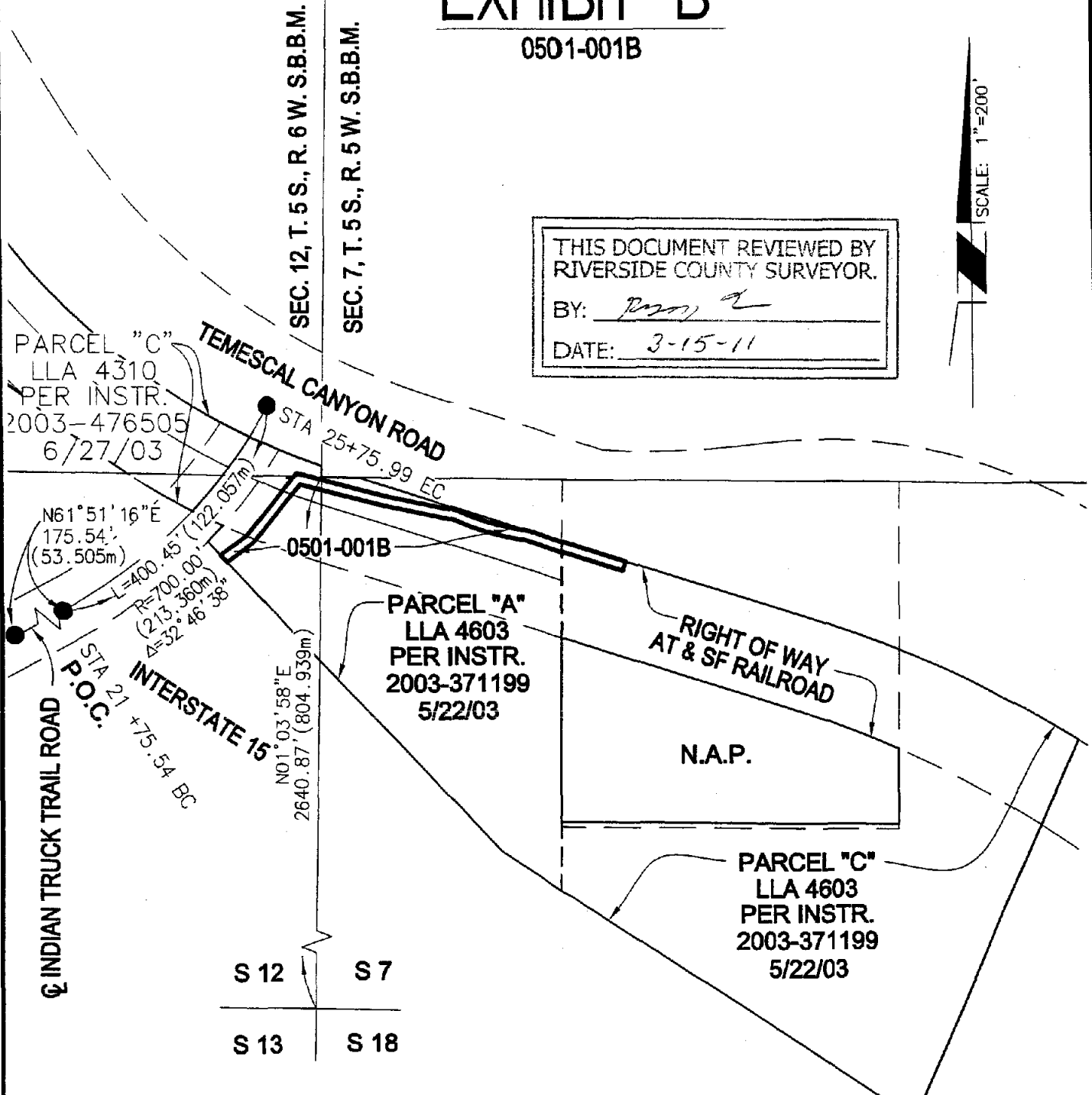
0501-001B

SCALE: 1"=200'

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.

BY: *[Signature]*

DATE: 3-15-11



LE Verloop 03/10/2011
THOMAS E. VERLOOP, P.L.S. 5348
MY LICENSE EXPIRES 12/31/11

SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR
East Temporary Construction Easement
APN 391-070-035, 037 & 038

CONTAINS: 0.18 ACRE - 8,014 S.F. / 744.51 S.M.

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CONSULTING
MARCH 9, 2011

SHEET 1 OF 2 SHEET
PLANNING ■ DESIGN ■ CONSTRUCTION

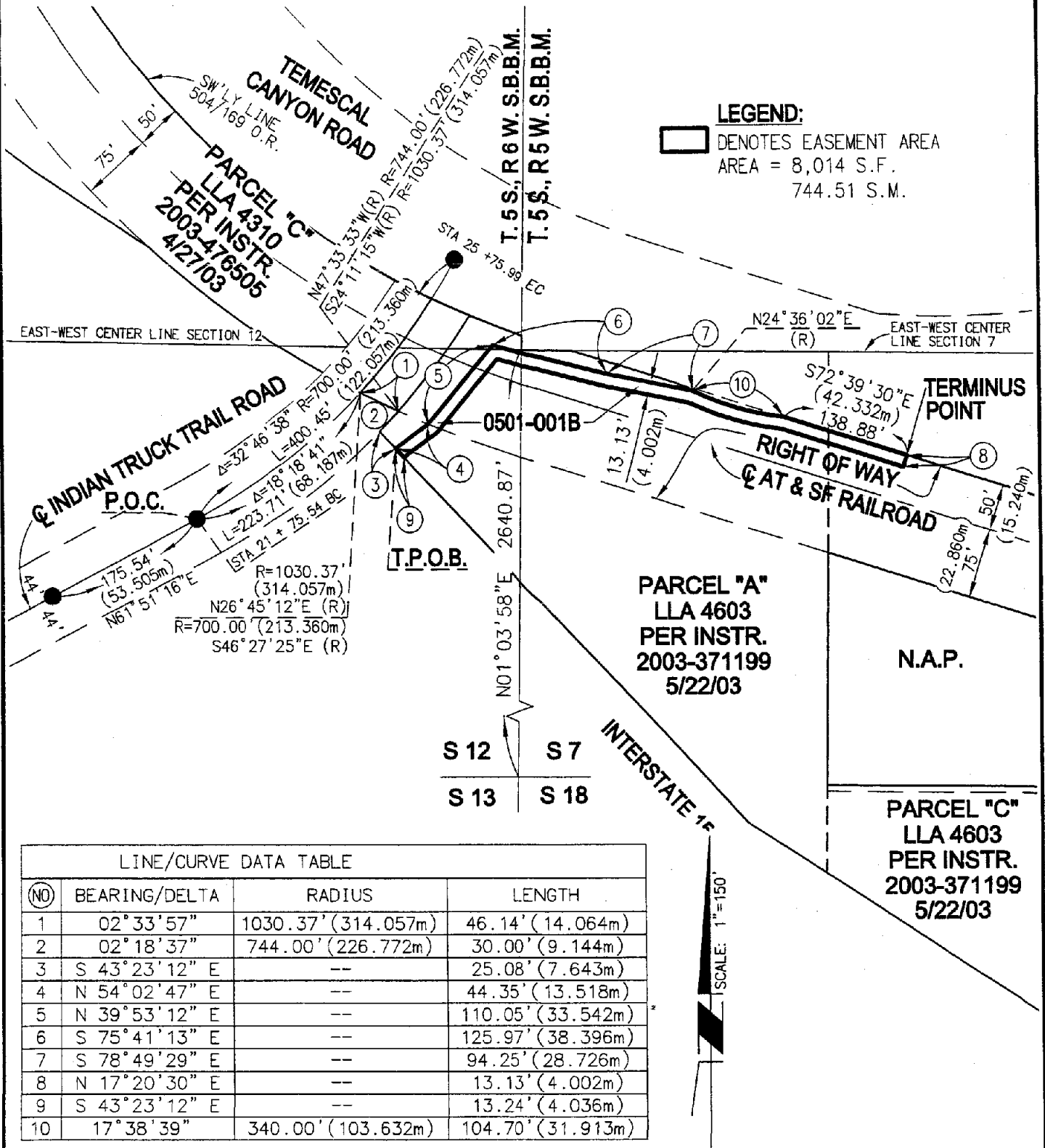
3300 EAST GUASTI ROAD, SUITE 100
ONTARIO, CALIFORNIA 91761
909.974.4900 • FAX 909.390.9817 • www.RBF.com
JN: 10-104256

EXHIBIT "B"

0501-001B

LEGEND:

□ DENOTES EASEMENT AREA
AREA = 8,014 S.F.
744.51 S.M.



SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR
East Temporary Construction Easement
APN 391-070-035,037 & 038

CONTAINS: 0.18 ACRE - 8,014 S.F. / 744.51 S.M.

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CONSULTING
MARCH 9, 2011

SHEET 2 OF 2 SHEET
PLANNING ■ DESIGN ■ CONSTRUCTION

3300 EAST GUASTI ROAD, SUITE 100
ONTARIO, CALIFORNIA 91761
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JN: 10-104256