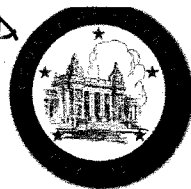


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

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*
Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: April 26, 2011
xc: EDA, Transp., Auditor(2), E.O.

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

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

District: 1

Agenda Number:

3.29

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: *Samuel Wong*
SAMUEL WONG

FORM APPROVED COUNTY COUNSEL
DATE: 4-1-11
BY: *Synthia M. Gunzel*
SYNTHIA M. GUNZEL
Departmental Concurrence

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

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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1 PROJECT: Interstate 15 / Indian Truck Trail Interchange
2 Project

3 PARCEL: 0501-001A

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

5 **ACQUISITION AGREEMENT**

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

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

15 1. The County shall:

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

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

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

26 2. County is authorized to pay from the amount shown in
27 Paragraph 1A herein, any unpaid taxes together with penalties, cost and interest thereon, and

28 ///

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.

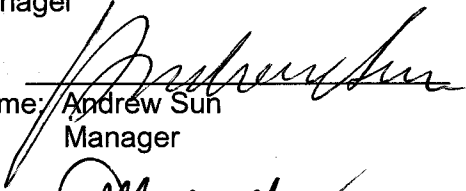
5
6 Dated: 4-26-2011

GRANTOR:

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

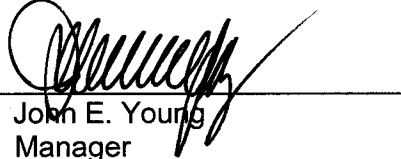
9 By: WPI-COLLEGE, LLC, a Nevada limited
10 liability company

11 Its: Manager

12 By: 

13 Name: Andrew Sun

14 Its: Manager

15 By: 

16 Name: John E. Young

17 Its: Manager

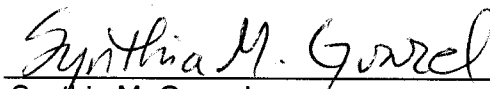
COUNTY OF RIVERSIDE

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

22 By: 
23 Bob Buster, Chairman
24 Board of Supervisors

25 By: 
26 Deputy

27 **APPROVED AS TO FORM:**
28 Pamela J. Walls
County Counsel

By: 
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;

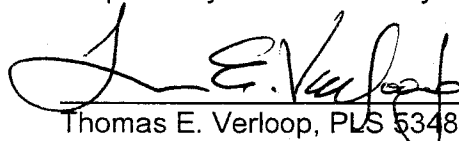
THENCE along said south line North 43°23'12" West 25.08 feet (7.643 meters) to said easterly right-of-way line of Indian Truck Trail Road, being a point on a non-tangent curve, concave northwesterly and having a radius of 744.00 feet (226.772 meters), a radial line of said curve from said point bears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

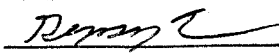
Area contains: 0.18 acres or 7,904 square feet, or 734.37 square meters, more or less

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

Prepared by me or under my direction


Thomas E. Verloop, PLS 5348 Date: 03/14/2011
Expires 12/31/11

Page 2 of 2

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: 
DATE: 3-15-11

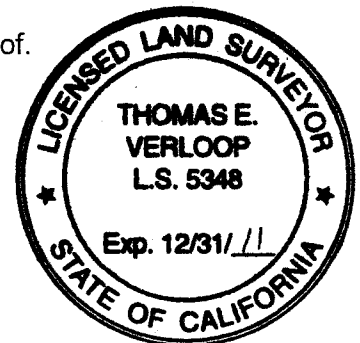


EXHIBIT "B"

0501-001A

SCALE: 1"=200'

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

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

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"

STA 21 +75.54 BC
P.O.C.

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

S 12

S 7

S 13

S 18

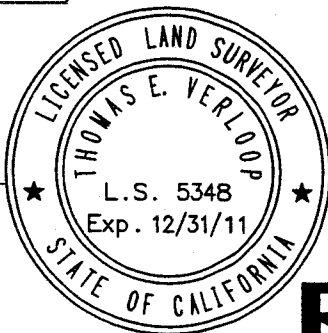
INTERSTATE 15

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.

BY: *[Signature]*

DATE: 3-15-11

[Signature] 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. / 734.37 S.M.

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SHEET 1 OF 2 SHEET
PLANNING ■ DESIGN ■ CONSTRUCTION



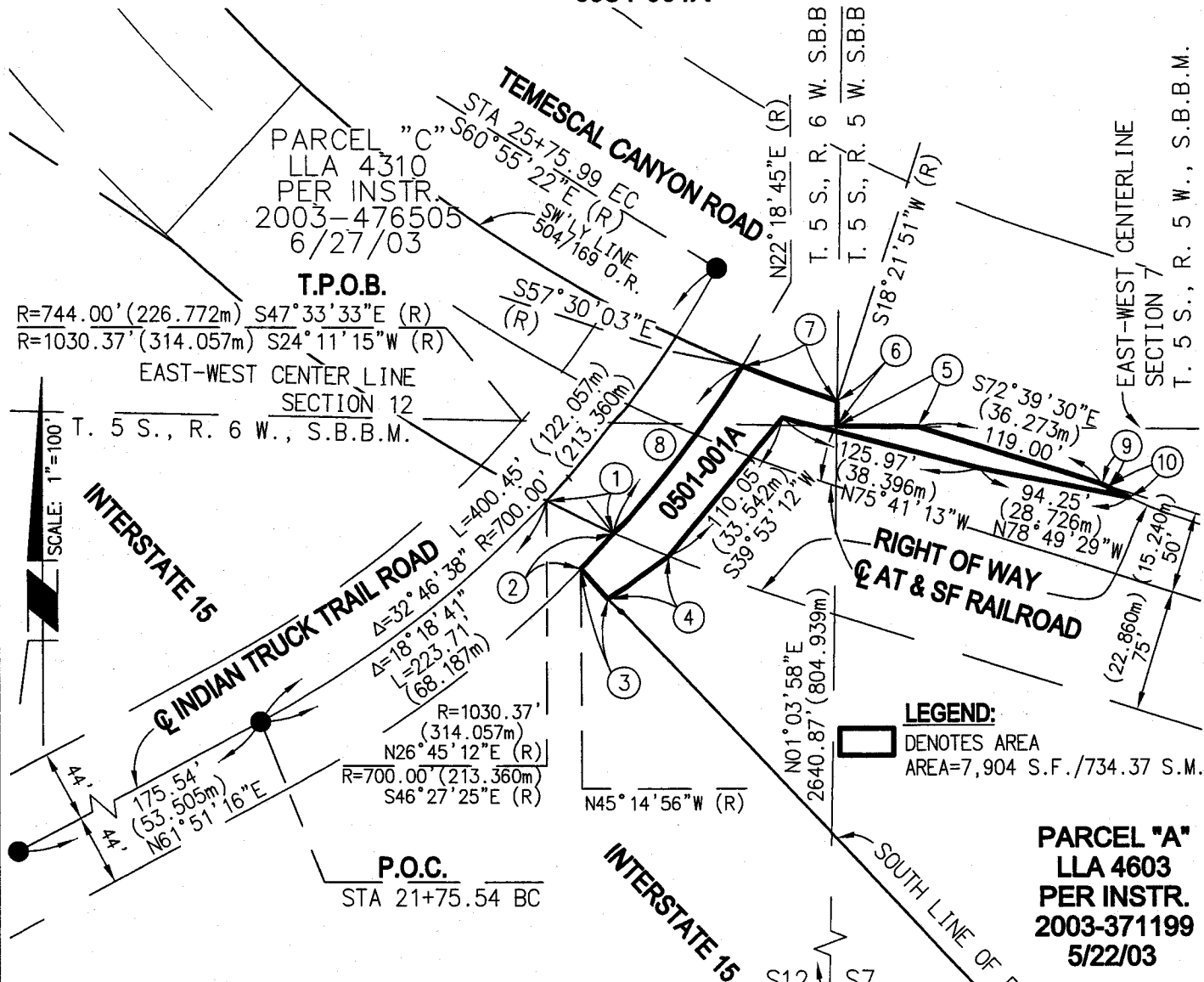
CONSULTING
MARCH 9, 2011

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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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 509.390.9817 • 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.

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

5 PROJECT: Interstate 15 / Indian Truck Trail Interchange
6 Project

7 PARCEL: 0501-001B

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

10 **TEMPORARY CONSTRUCTION AGREEMENT**

11 1. The right is hereby granted to County to enter upon and use the land of Grantor
12 in the County of Riverside, State of California, described as portion of Assessor's Parcel
13 Numbers 391-070-035, 391-070-037 and 391-070-038, described in Exhibits "A" and "B"
14 attached hereto and made a part hereof, for all purposes necessary to facilitate and accomplish
15 the construction of Indian Truck Trail.

16 2. The temporary construction easement used during construction of the project
17 consists of approximately eight thousand fourteen (8,014) square feet described in Exhibits "A"
18 and "B".

19 3. On or before December 1, 2011, a thirty (30) day written notice shall be given to
20 Grantor prior to using the rights herein granted. The rights herein granted may be exercised for
21 eighteen (18) months from the thirty (30) day written notice.

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

25 5. The right to enter upon and use Grantor's land includes the right, subject to
26 Grantor's written approval for each occurrence, to remove and dispose of personal property
27 located thereon. The County must replace any fencing materials that it removes from the
28

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.

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

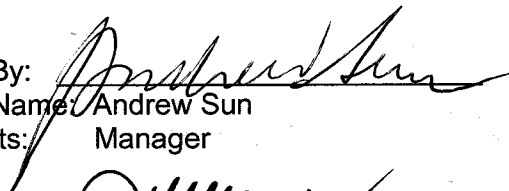
4 Dated: 4-26-2011

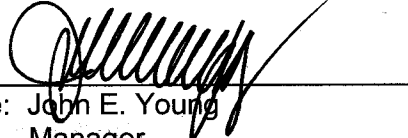
GRANTOR:

5 SYCAMORE CREEK MARKETPLACE, LLC, a California
6 limited liability company

7 By: WPI-COLLEGE, LLC, a Nevada limited
8 liability company

9 Its: Manager

10 By: 
11 Name: Andrew Sun
12 Its: Manager

13 By: 
14 Name: John E. Young
15 Its: Manager

16 **COUNTY OF RIVERSIDE**

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

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

23 By: 
24 Deputy

25 **APPROVED AS TO FORM:**
26 Pamela J. Walls
27 County Counsel

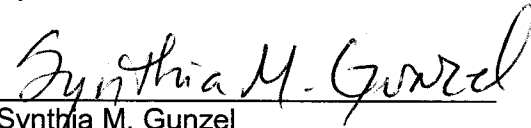
28 By: 
29 Cynthia M. Gunzel
30 Deputy County Counsel

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;

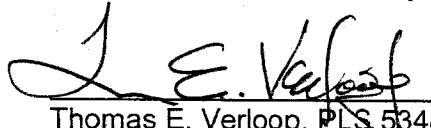
THENCE along said northeasterly right-of way, South 72°39'30" East 138.88 feet (42.332 meters) to the **TERMINUS POINT** of this easement;

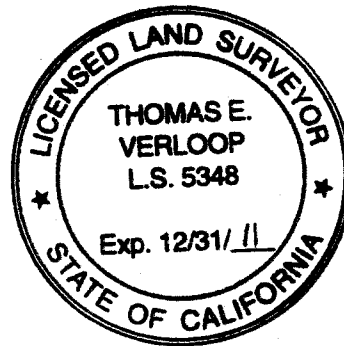
Said strip of land shall be lengthened or shortened to terminate on the south line of Parcel "A" of said L.L.A. No. 4603 and to terminate at right angles and parallel to the terminus point, which said terminus is in Parcel "C" of said L.L.A. No. 4603.

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

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

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

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.

BY: *[Signature]*

DATE: 3-15-11

SCALE: 1"=200'

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

TEMESCAL CANYON ROAD
STA 25+75.99 EC

N61°51'16"E
175.54'
(53.505m)

L=400.45' (122.057m)
R=700.00'
(213.360m)
Δ=32°46'38"

N01°03'58"E
2640.87' (804.939m)

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

RIGHT OF WAY
AT & SF RAILROAD

N.A.P.

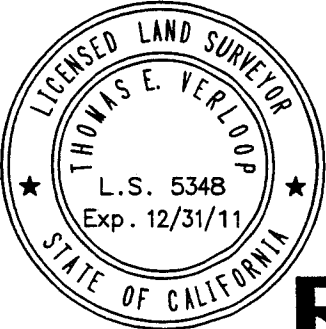
PARCEL "C"
LLA 4603
PER INSTR.
2003-371199
5/22/03

INDIAN TRUCK TRAIL ROAD

INTERSTATE 15
P.O.C. STA 21 +75.54 BC

S 12	S 7
S 13	S 18

[Signature] 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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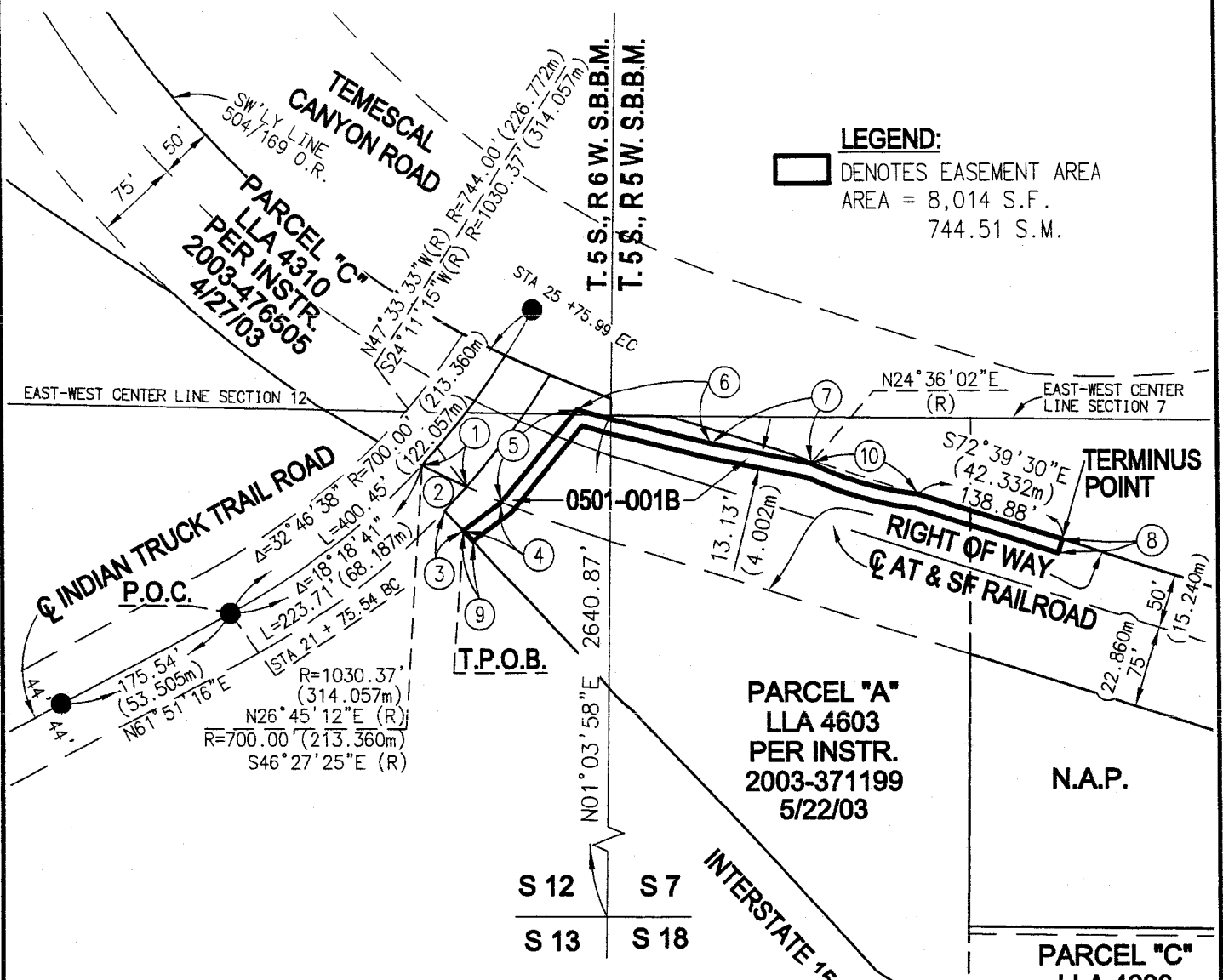
RBF
CONSULTING
MARCH 9, 2011

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"

0501-001B



LEGEND:
 [] DENOTES EASEMENT AREA
 AREA = 8,014 S.F.
 744.51 S.M.

EAST-WEST CENTER LINE SECTION 12

EAST-WEST CENTER LINE SECTION 7

INDIAN TRUCK TRAIL ROAD
 P.O.C.
 $\Delta = 32^\circ 46' 38''$ $R = 700.00'$ $L = 400.45'$
 $\Delta = 18^\circ 18' 41''$ $L = 223.71'$ $R = 1030.37'$
 $N67^\circ 51' 16'' E$ $175.54'$ $(53.505m)$
 $N26^\circ 45' 12'' E (R)$ $R = 700.00'$ $(213.360m)$
 $S46^\circ 27' 25'' E (R)$

T.P.O.B.

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

N.A.P.

S 12 S 7
 S 13 S 18

INTERSTATE 15

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	S 43° 23' 12" E	--	25.08' (7.643m)
4	N 54° 02' 47" E	--	44.35' (13.518m)
5	N 39° 53' 12" E	--	110.05' (33.542m)
6	S 75° 41' 13" E	--	125.97' (38.396m)
7	S 78° 49' 29" E	--	94.25' (28.726m)
8	N 17° 20' 30" E	--	13.13' (4.002m)
9	S 43° 23' 12" E	--	13.24' (4.036m)
10	17° 38' 39"	340.00' (103.632m)	104.70' (31.913m)

SCALE: 1" = 150'

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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RBF
 CONSULTING
 MARCH 9, 2011

SHEET 2 OF 2 SHEET
 PLANNING ■ DESIGN ■ CONSTRUCTION

3300 EAST GUASTI ROAD, SUITE 100
 ONTARIO, CALIFORNIA 91761
 509.974.4900 • FAX 909.390.9817 • www.RBF.com
 JN: 10-104256



Stewart Title of California, Inc
2010 Main Street, Suite 250
Irvine, CA 92614
(949) 476-0777 Phone

October 6, 2011

Lawyers Title Company
4100 Newport Pl. Dr 120
Newport Beach, CA 92660-1427

Order Number: 189404
Title Unit Number: 7037
Property Address: APNs 391-070-035 thru 038

Congratulations on the completion of your recent real estate purchase. The enclosed policy of title insurance should be kept with your other important records regarding this transaction. We are grateful for the opportunity to have provided you the very best in title insurance services, and would like to extend an invitation to keep us in mind for any of your future title and escrow needs.

Everyone at Stewart Title of California, Inc. is always committed to providing you with the professionalism and expertise that you desire. Should you have any questions regarding your policy of title insurance, please do not hesitate to call.

Sincerely,

James Prasch
Title Officer

4 4STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices	
How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

POLICY OF TITLE INSURANCE
ISSUED BY



SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land; and in addition, as to an insured lender only:
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage; said mortgage being shown in Schedule B in the order of its priority;
7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

In witness whereof, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Countersigned by:

Authorized Countersignature
STEWART TITLE OF CALIFORNIA, INC.


Senior Chairman of the Board
Chairman of the Board
President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulations (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part, or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes:

(i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;

(iii) the parties designated in Section 2(a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage.

(c) "insured lender": the owner of an insured mortgage.

(d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.

(e) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(f) "land": the land described or referred to in Schedule [A] [C], and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule [A] [C], nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(h) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(i) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. Continuation of Insurance

(a) After Acquisition of Title by Insured Lender. If this policy insures the owner of the indebtedness secured by the insured mortgage, the coverage of this policy shall continue in force as of Date of Policy in favor of (i) such insured lender who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) After Conveyance of Title by an Insured. The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from an insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to an insured.

(c) Amount of Insurance. The amount of insurance after the acquisition or after the conveyance by an insured lender shall in neither event exceed the least of:

(i) The amount of insurance stated in Schedule A;

(ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or

(iii) The amount paid by an governmental agency or governmental instrumentality, if the agency or the instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. Notice of Claim to be Given by Insured Claimant.

An insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to that insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. Defense and Prosecution of Actions; Duty of Insured Claimant to Cooperate.

(a) Upon written request by an insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of such insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of such insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The company will not pay any fees, costs or expenses incurred by an insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to an insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, an insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for this purpose. Whenever requested by the Company, an insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of an insured to furnish the required cooperation, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by each insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of an insured claimant to provide the required proof of loss or damage, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, an insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by an insured claimant

provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of an insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that insured for that claim.

6. Options to Pay or Otherwise Settle Claims; Termination of Liability.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay, or

(ii) in case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of the option provided for in paragraph a(i), all liability and obligations to the insured under this policy, other than to make the payment required in that paragraph, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

Upon the exercise by the Company of the option provided for in paragraph a(ii) the Company's obligation to an insured Lender under this policy for the claimed loss or damage, other than the payment required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

(b) To Pay or Otherwise Settle with Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or b(ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. Determination and Extent of Liability.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy to an insured lender shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2 (c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured lender has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The liability of the Company under this policy to an insured owner of the estate or interest in the land described in Schedule A shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(d) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, or, if applicable, to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable to an insured lender for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

9. Reduction of Insurance; Reduction or Termination of Liability.

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of insurance pro tanto. However, as to an insured lender, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of insurance afforded under this policy as to any such insured, except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured lender except as provided in Section 2(a) of these Conditions and Stipulations.

10. Liability Noncumulative.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

The provisions of this Section shall not apply to an insured lender, unless such insured acquires title to said estate or interest in satisfaction of the indebtedness secured by an insured mortgage.

11. Payment of Loss.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. Subrogation Upon Payment or Settlement.

(a) The Company's Right of Subrogation

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated (i) as to an insured owner, to all rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss; and (ii) as to an insured lender, to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by an insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of an insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of an insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. Arbitration.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Policy; Policy Entire Contract.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Severability.

CLTA Standard Coverage Policy – 1990

Order Number: 189404

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

16. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252-2029, and identify this policy by its printed policy serial number which appears on the bottom of the front of the first page of this policy.

STEWART TITLE GUARANTY COMPANY

SCHEDULE A

Prepared by: California Regional Production
Center

Title Officer: James Prasch
Policy No.: O-2228-393082

Order No.: 189404

Amount of Insurance: \$53,931.00

Premium: \$400.00

Date of Policy: July 15, 2011 at 8:00 AM

1. Name of Insured:
County of Riverside, a political subdivision

2. The estate or interest in the land which is covered by this policy is:
Fee

3. Title to the estate or interest in the land is vested in:
County of Riverside, a political subdivision

4. The land referred to in this policy is described as follows:
(See Attached Legal Description)

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Riverside, and described as follows:

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 17 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 $72^{\circ}39'30''$ 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 $62^{\circ}57'22''$ 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 $02^{\circ}26'36''$;

Thence leaving said southerly line North $78^{\circ}49'29''$ West 94.25 feet (28.726 meters);

Thence North $75^{\circ}41'13''$ West 125.97 feet (38.396 meters);

Thence South $39^{\circ}53'12''$ West 110.05 feet (33.542 meters);

Thence South $54^{\circ}02'47''$ 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 $43^{\circ}23'12''$ 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 $45^{\circ}14'56''$ West;

Thence northeasterly along said curve and said easterly right-of-way line 30.00 feet (9.144 meters) through a central angle of $02^{\circ}18'37''$ to the true point of beginning.

(End of Legal Description)

SCHEDULE B

PART I

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of the taxing authority that levies taxes or assessments on real property or by the public records.

Proceeding by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

SCHEDULE B**PART II**

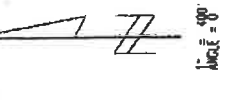
1. Water rights, claims or title to water in or under said land, whether or not shown by the public records.
2. Title to, and easements in, any portion of the land lying within any highways, roads, streets, or other ways.
3. A right of way reserved to the South Riverside Land and Water Company, its successors or assigns, for the construction and maintenance of all necessary water pipes, ditches, flumes and conduits, for all purposes of irrigation and domestic use; The exact located thereof not being disclosed by the records.
4. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
In favor of: Temescal Water Company
Purpose: road, pipe lines
Recorded: January 3, 1929, in Book 792, Pages 579 of Deeds
Affects: a portion of said land
5. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
In favor of: Evangeline Compton
Purpose: private crossing
Recorded: December 2, 1937, in Book 355, Pages 279, Official Records
Affects: a portion of said land
6. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
In favor of: Southern California Edison Company
Purpose: either or both pole lines, conduits or underground facilities
Recorded: January 10, 1941, in Book 488, Pages 72, Official Records
Affects: a portion of said land
7. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
In favor of: Temescal Water Company
Purpose: ditches, pipe lines and other apparatus for distribution of water for domestic and irrigation purposes
Recorded: March 4, 1964 as Instrument No. 27383 and January 15, 1965 as instrument no. 5629 both, Official Records
Affects: a portion of said land
8. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
In favor of: Patricia N. Suddarth and W.T. Heinlein
Purpose: access
Recorded: April 28, 1970 as Instrument No. 39355, Official Records
Affects: a portion of said land
9. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
In favor of: Temescal Water Company

Purpose: pipe lines
Recorded: March 13, 1986 as Instrument No. 58551, Official Records
Affects: a portion of said land

10. Abutter's rights of ingress and egress to or from freeway have been relinquished in the document recorded March 26, 1986 as instrument no. 69391 of Official Records
11. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
In favor of: Southern California Edison Company
Purpose: either or both pole lines, conduits or underground facilities
Recorded: November 2, 1989 as Instrument No. 383613, Official Records
Affects: a portion of said land
12. The effect of a Lot Line Adjustment No. 3553, recorded April 9, 1992 as instrument no. 127450 of Official Records of Riverside County, California.
13. The effect of a Record of Survey on file in Book 108 Page 46, of Records of Survey, which purports to show the herein described property.
14. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
In favor of: Douglas Elliott
Purpose: access and an off-site sign
Recorded: June 4, 2001 as instrument no. 248600, Official Records
Affects: a portion of said land

(End of Exceptions)

rb
October 6, 2011

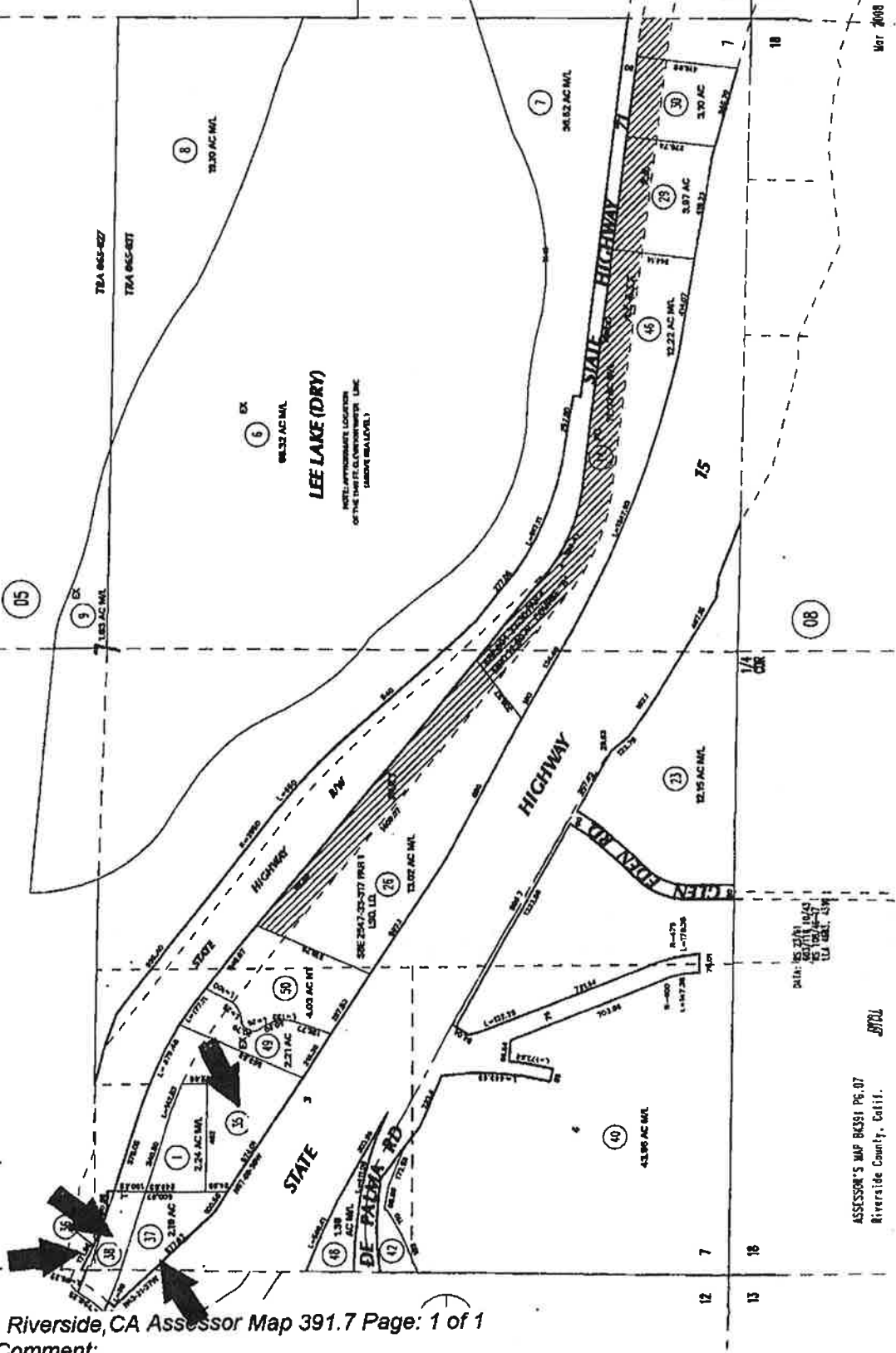


T.R.A. 065-027
065-031

SEC. 7 8 T. 55., R. 5W

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

2007 EDOB



PARCEL NO.	ACRES	PERMITS	PERMITS
1	2.24	1	1
2	2.24	1	1
3	2.24	1	1
4	2.24	1	1
5	2.24	1	1
6	4.08	1	1
7	34.82	1	1
8	34.82	1	1
9	34.82	1	1
10	34.82	1	1
11	34.82	1	1
12	34.82	1	1
13	34.82	1	1
14	34.82	1	1
15	34.82	1	1
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35	34.82	1	1
36	34.82	1	1
37	34.82	1	1
38	34.82	1	1
39	34.82	1	1
40	34.82	1	1
41	34.82	1	1
42	34.82	1	1
43	34.82	1	1
44	34.82	1	1
45	34.82	1	1
46	34.82	1	1
47	34.82	1	1
48	34.82	1	1
49	34.82	1	1
50	34.82	1	1

ASSESSOR'S MAP BASSEI PG. 07
Riverside County, Calif.

IMPORTANT: This is not a plat or survey, it is furnished as a convenience to locate the land indicated hereon with reference to streets and other land. No liability is assumed by reason of reliance hereon.

STEWART TITLE

DOC # 2011-031117

07/15/2011 09:47A Fee:NC

Page 1 of 7

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



Recorded at request of and return to:
Economic Development Agency
Real Estate Division
On behalf of the Transportation Department
3403 10th Street Suite 500
Riverside, California 92501

FREE RECORDING

This instrument is for the benefit of
the County of Riverside, and is
entitled to be recorded without fee.
(Govt. Code 6103)

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062

PROJECT: Interstate 15 / Indian Truck Trail
Interchange Project
PARCEL: 0501-001A
APN: 391-070-037 and 391-070-038 (portions)



GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Sycamore Creek Marketplace, LLC, a California Limited Liability Company

GRANT(S) to the COUNTY OF RIVERSIDE, a political subdivision, the real property of portions of Assessor's Parcel Numbers 391-070-037 and 391-070-038 in the County of Riverside, State of California, as more particularly described in Exhibits "A" and "B", attached hereto and made a part hereof.

PROJECT: Interstate 15 / Indian Truck Trail Interchange Project
 PARCEL: 0501-001A
 APN: 391-070-037 and 391-070-038 (portions)

Dated: _____

GRANTOR:

SYCAMORE CREEK MARKETPLACE, LLC, a California limited liability company

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

By: [Signature]
 Name: Andrew Sun
 Its: Manager

By: [Signature]
 Name: John E. Young
 Its: Manager

State of California)
) ss
 County of Orange)

On March 24, 2011, before me, Ethyl Jo Curtis, a Notary Public in and for Said County and State, personally appeared Andrew Sun and John E. Young, who proved to me on the basis of satisfactory evidence to be the person(s) who name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

[SEAL]



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed to the COUNTY OF RIVERSIDE, a political subdivision, is hereby accepted by order of the Board of Supervisors on the date below and the grantee consents to the recordation thereof by its duly authorized officer.

Date: _____

By: _____
 Robert Field
 Assistant County Executive Officer/EDA

CERTIFICATE OF ACCEPTANCE
COUNTY OF RIVERSIDE

This is to certify that the interest in real property conveyed by the deed or grant dated _____ from the SYCAMORE CREEK MARKETPLACE, LLC, a California limited liability company, to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors for the County of Riverside pursuant to authority conferred by Resolution No. 99-099 of the Board of Supervisors adopted on April 20, 1999, and the COUNTY OF RIVERSIDE consents to recordation thereof by its duly authorized officer.

Dated this 23rd day of June, 2011.

By 
Robert Field
Assistant County Executive Officer/EDA


FORM APPROVED COUNTY COUNSEL
BY: 
SYNTHIA M. GUNZEL DATE

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;

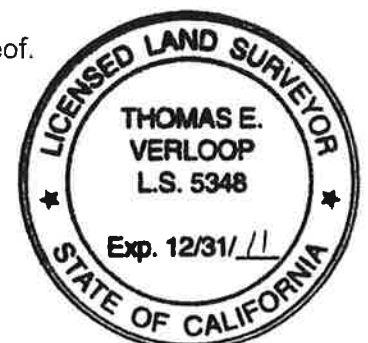
THENCE northeasterly along said curve and said easterly right-of-way line 30.00 feet (9.144 meters) through a central angle of 02°18'37" to the **TRUE POINT OF BEGINNING**.

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 Date: 03/14/2011
Expires 12/31/11



THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.

BY: 

DATE: 3-15-11

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"

STA 21+75.54 BC

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

INDIAN TRUCK TRAIL ROAD

S 12

S 7

S 13

S 18

INTERSTATE 15

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.

BY: *[Signature]*

DATE: 3-15-11

[Signature] 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.

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SHEET 1 OF 2 SHEET
PLANNING ■ DESIGN ■ CONSTRUCTION



CONSULTING
MARCH 9, 2011

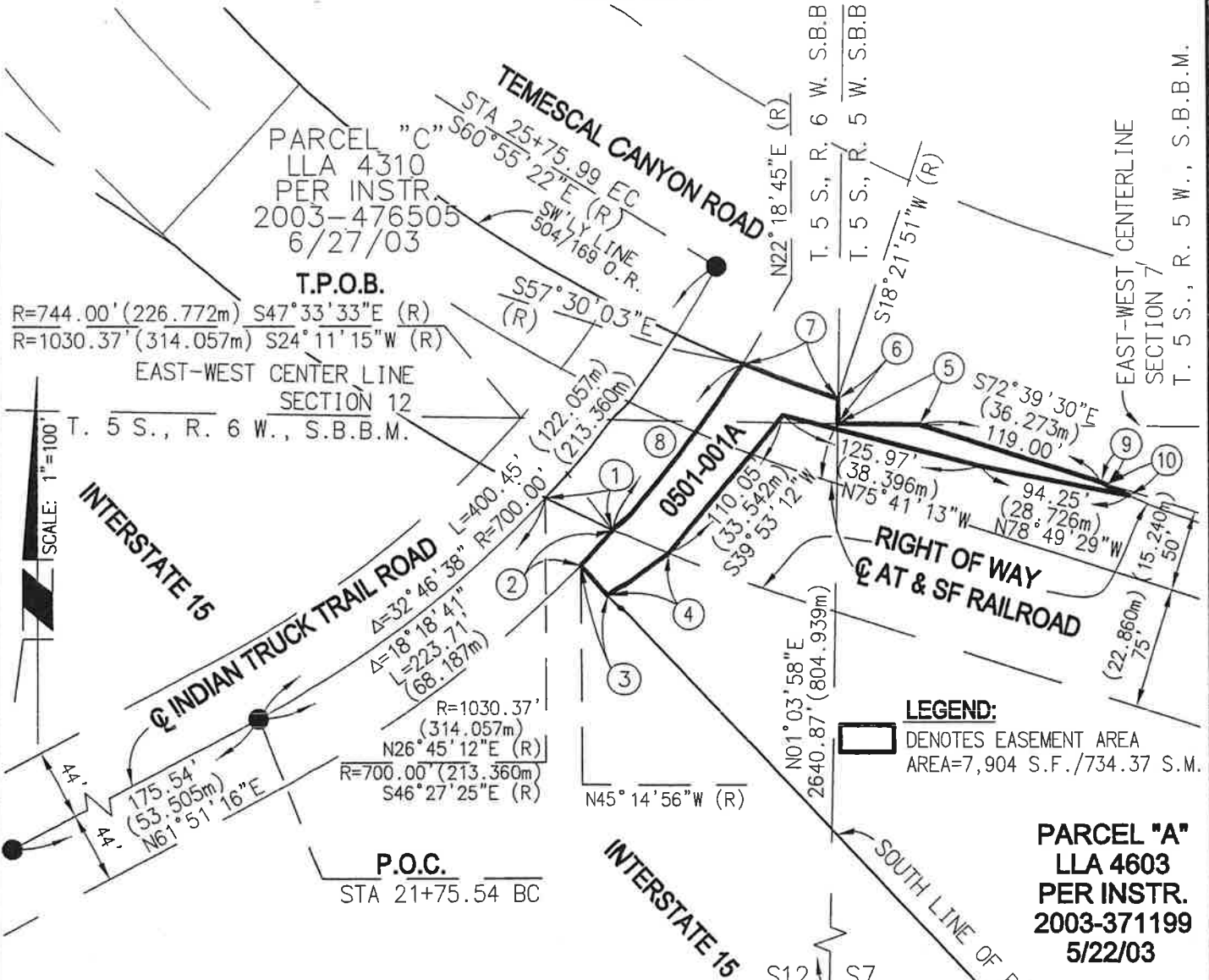
3300 EAST GUASTI ROAD, SUITE 100
ONTARIO, CALIFORNIA 91761

909.974.4900 • FAX 909.390.9817 • www.RBF.com

JN: 10-104256

EXHIBIT "B"

0501-001A



LEGEND:
 [Shaded Box] DENOTES EASEMENT AREA
 AREA=7,904 S.F./734.37 S.M.

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

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

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