

REVISED AGENDA *
NOTICE AND CALL OF SPECIAL MEETING
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF
MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

September 1, 2009

SPECIAL MEETING – 6:00 P.M.

City Council Closed Session

First Tuesday of each month – 6:00 p.m.

City Council Study Sessions

Third Tuesday of each month – 6:00 p.m.

City Council Meetings

Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the City Clerk's office at 951.413.3001 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Bonnie Flickinger, Mayor Pro Tem
Jesse L. Molina, Council Member

Richard A. Stewart, Mayor

Robin N. Hastings, Council Member
William H. Batey II, Council Member

**AGENDA
SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO
VALLEY AND THE BOARD OF LIBRARY TRUSTEES**

**SPECIAL MEETING - 6:00 PM
SEPTEMBER 1, 2009**

NOTICE IS HEREBY GIVEN that a special meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and Board of Library Trustees will be held on September 1, 2009, commencing at 6:00 p.m., in the City Council Chamber, City Hall, located at 14177 Frederick Street, Moreno Valley, California.

Said special meeting shall be for the purpose of:

Agenda

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

INTRODUCTIONS

**PUBLIC COMMENTS ON MATTERS ON THE SPECIAL MEETING AGENDA
UNDER THE JURISDICTION OF THE CITY COUNCIL**

Those wishing to speak should complete and submit a LAVENDER speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

G. REPORTS

- *G.1 MEMORANDUM OF UNDERSTANDING BETWEEN ABSOLUTE STORAGE LLC, RRM PROPERTIES LTD AND THE CITY OF MORENO VALLEY, CA. (Report of: Economic Development Department)

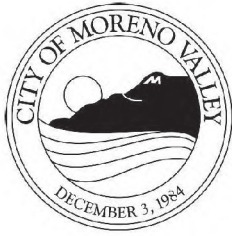
***Recommendation: that the City Council & RDA Board**

1. Approve a Memorandum of Understanding between Absolute Storage LLC, RRM Properties LTD and the City of Moreno Valley; and
2. Appropriate \$225,000 from available RDA tax increment fund balance to Account 892.80129.7200 for the funding of the Gas Line Relocation Project.

ADJOURNMENT

*Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RH</i>
CITY MANAGER	<i>RH</i>

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Economic Development Director

AGENDA DATE: September 1, 2009

TITLE: MEMORANDUM OF UNDERSTANDING BETWEEN ABSOLUTE STORAGE LLC, RRM PROPERTIES LTD AND THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve a Memorandum of Understanding between Absolute Storage LLC, RRM Properties LTD and the City of Moreno Valley,
2. Appropriate \$225,000 from available RDA tax increment fund balance to Account 892.80129.7200 for the funding of the Gas Line Relocation Project.

BACKGROUND

On September 26, 2006, the Community Redevelopment Agency of Moreno Valley and the City of Moreno Valley entered into an Owner Participation Agreement (OPA) with Robertson's Ready Mix Inc. (Robertson's). The OPA established the provisions for Robertson's to relocate its concrete batch plant and related operations from its existing Day Street location to a new site on Old 215.

Robertson's has been working with Andland Properties LLC (Andland) to acquire two properties on Old 215 from recently approved Parcel Map 33152-1. Robertson's shall use two associated entities - Absolute Storage LLC and RRM Properties LTD (the owner of the present Robertson's plant on Day Street) in the acquisition of the two parcels on Old 215.

As a condition of the Parcel Map, Andland is obligated to construct certain public improvements on Old 215. The Engineers Estimate to complete these public

improvements, including a contingency is \$1,299,000. On July 14, 2009, the City Council approved a Public Improvements Agreement (PIA), Security Agreement and Escrow Instructions with Andland for the construction of the public improvements.

DISCUSSION

Prior to its purchase of property on Old 215, Robertson's and its affiliates request assurance that the City will exercise its rights and remedies under the PIA should Andland default on its obligation for the construction and completion of the public improvements under the PIA. Under the terms of the PIA, should Andland default, the City has the right to directly access the escrowed security funds or foreclose on a deed of trust to pursue the completion of the public improvements.

The purpose of the Memorandum of Understanding (MOU) is to provide Robertson's and the associated entities the assurance that the City will pursue all reasonable rights and remedies available under the PIA to ensure that the public improvements shall be completed if Andland defaults on its obligation to construct and complete the public improvements specified in the PIA. The MOU establishes the responsibilities of both the City and the Robertson's affiliates.

Parcel Map 33152-1 and the construction of associated public improvements by Andland, including the realignment of the Old 215 roadway, cause the need to relocate approximately 500 linear feet of a 8" high-pressure natural gas line. The City and its Redevelopment Agency (RDA) shall work with Southern California Gas Co. to properly relocate the natural gas line into the new Old 215 road right-of-way and vacate any previous rights that SoCal Gas Co. has on the parcels to be acquired by the Robertson's affiliates. The MOU spells out the City and RDA's obligations to relocate the gas line.

ALTERNATIVES

1. Approve the Memorandum of Understanding between Absolute Storage LLC, RRM Properties LTD and the City of Moreno Valley, as well as appropriating \$225,000 in available RDA tax increment for the Old 215 gas line relocation. Approving this alternative shall enable Robertson's and its affiliates to acquire the parcels on Old 215 and pursue the relocation of its concrete batch plant.
2. Do not approve the Memorandum of Understanding, which would jeopardize the acquisition of properties on Old 215 and relocation of the Robertson's concrete plant.

FISCAL IMPACT

The benefits of relocating Robertson's from its existing site on Day Street to the new site Old 215 are significant. Any costs related to the MOU are limited to the security already put in place by Andland, except for the cost of the RDA to work with SoCal Gas

Co., relocate the natural gas line. An appropriation of \$225,000 from available RDA tax increment will be allocated to Account 892.80129.7200 for funding the Old 215 gas line relocation.

ATTACHMENTS

ATTACHMENT 1: Memorandum of Understanding

ATTACHMENTS 2: Public Improvement Agreement, Security Agreement, and Escrow Instructions.

Prepared By:
Barry Foster
Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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**Memorandum of Understanding
Between Absolute Storage, LLC, and RRM Properties, LTD., and
The City of Moreno Valley, California**

Relative to

Parcel Map 33152-1

Parties to this MOU:

Parties to this MOU include and are limited to the following:

Absolute Storage, LLC, a California Limited Liability Company (hereafter referred to herein as "Absolute");

RRM Properties, LTD, a California Limited Partnership (hereafter referred to herein as "RRM"); and

The City of Moreno Valley, California, a California Municipal Corporation (hereafter referred to herein as "City").

Recitals:

The current owner of the real property identified in Parcel Map 33152-1 is Andland Properties, LLC, a California Limited Liability Company (hereafter referred to herein as "Andland").

On or about July 14, 2009, the City Council of City authorized City to enter into a Public Improvements Agreement, Security Agreement and Escrow Instructions (hereafter referred to herein as "PIA") with Andland for the construction of, and security for the construction of, certain public improvements identified in the PIA and conditioned upon Parcel Map 33152-1 for Andland to construct as part of the land use approvals by City of Parcel Map 33152-1.

Andland is obligated by the PIA and conditions of the parcel map to construct said public improvements and to provide security to City guaranteeing the construction of said public improvements.

Absolute intends to purchase the real property identified by Parcel Map 33152-1 from Andland.

Prior to its purchase of said real property from Andland, Absolute requests assurance from City that City will promptly exercise its rights and remedies set forth in the PIA.

At a future date, Absolute intends to transfer said real property to RRM, who will become the ultimate owner of said real property

Purpose of MOU:

The purpose of this MOU is for the City to provide Absolute and RRM with assurance that City will pursue all reasonable rights and remedies available to City under the PIA to directly access the escrowed security and/or foreclose on the deed of trust and use the proceeds therefrom to pursue the construction and/or completion of those certain public improvements identified in the PIA in a diligent and timely manner should Andland default on its obligations for the construction and completion of said public improvements under the PIA, provided that RRM completes its purchase of the real property identified in Parcel Map 33152-1.

A further purpose of this MOU is that the approval of Parcel Map 33252-1 and construction of said public improvements shall cause the need for a relocation of approximately five hundred feet (500') of an eight inch (8") high-pressure natural gas line and for the City to provide Absolute and RRM with assurance that City will work with Southern California Gas Company and cause the natural gas line to be relocated into the realigned roadway, as provided for in the approvals for Parcel Map 33152-1, and to vacate any previous rights that Southern California Gas Company has on the real property to be acquired by Absolute and RRM, all at no cost to Absolute and RRM.

City's Responsibilities:

City hereby agrees to pursue all reasonable rights and remedies available to City under the PIA and to directly access the escrowed security and/or foreclose on the deed of trust and use the proceeds therefrom to pursue the construction and/or completion of those certain public improvements identified in the PIA in a diligent and timely manner should Andland default on its obligations for the construction and completion of said public improvements under the PIA, provided that RRM completes its purchase of the real property identified in Parcel Map 33152-1. City is not obligated to use any other funds to construct or complete said public improvements except as specifically provided for herein.

City further agrees that since the approvals of Parcel Map 33152-1 and construction of said public improvements shall cause the need for a relocation of approximately five hundred feet (500') of an eight inch (8") high-pressure natural gas line, City will work with Southern California Gas Company and cause the natural gas line to be relocated into the realigned roadway, as provided for in the approvals for Parcel Map 33152-1, and to vacate any previous rights that Southern California Gas Company has on the real property to be acquired by Absolute and RRM, all at no cost to Absolute and RRM.

IN WITNESS WHEREOF, the parties to this MOU, through their duly authorized representatives, hereby execute this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

CITY OF MORENO VALLEY

ABSOLUTE STORAGE, LLC, a
California Limited Liability
Company

BY: _____
Mayor

DATE: _____

BY: _____

TITLE: _____

DATE: _____

RRM PROPERTIES, LTD., a
California Limited Partnership

By: ROBERTSONS
MANAGEMENT, LLC, a
Delaware Limited Liability
Company
Its: General Partner

By: _____
Name: John Troesh
Title: President

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY
City Clerk
P.O. Box 88005
Moreno Valley, CA 92552-0805

No recording fee per Government Code § 6103

(SPACE ABOVE FOR RECORDER'S USE)

**PUBLIC IMPROVEMENTS AGREEMENT, SECURITY AGREEMENT AND
ESCROW INSTRUCTIONS
PROJECT NO. Parcel Map 33152-1**

This Public Improvements Agreement, Security Agreement and Escrow Instructions ("Agreement"), made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and **ANDLAND PROPERTIES, LLC**, a California limited liability company, herein after called Developer, to be effective on the date of recording Final Parcel Map 33152-1.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division known as **PARCEL MAP 33152-1** for the Gateway Business Park project (the "Project"), agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **SIX (6)** months from the date this Agreement is approved and executed by City and Developer which may be signed in counterparts, to perform and complete in a good and workmanlike manner, Old 215 Frontage Road, Minor Arterial, City Standard 105A (88' RW/64' CC) constructed to half-width plus an additional 18 feet west of the centerline, along the entire Project's west frontage in satisfaction of Condition LD62 of Tentative Parcel Map 33152-1 and in accordance with those improvement plans which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering and construction necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code. Developer further agrees to guarantee the required improvements for a period of one year

following acceptance by the City and during this period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. The period of time for completion of the work may be extended by mutual written agreement of Developer and City and may be further extended by any period of time caused by delays created by acts of nature or conditions in the construction industry, such as labor strikes and unavailability of materials, outside the control of Developer.

SECOND: The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work covered by this Agreement and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of said work.

THIRD: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of the work required by this Agreement, free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City.

FOURTH: The estimated cost of the work and improvements is set forth in the Engineer's Preliminary Estimate of Cost labeled Exhibit A attached hereto and made part of this Agreement by this reference, is in the sum of ONE MILLION TWO HUNDRED NINETY-NINE THOUSAND AND NO/100 (***\$1,299,000.00***). Upon execution of this Agreement by Developer and City, the Developer shall deposit into an escrow account the total amount of funds in United States currency based on the Engineer's Preliminary Estimate of Cost to pay for the cost of the faithful performance of the terms and conditions of this Agreement. The escrow shall be established at Fidelity National Title Company at 1300 Dove Street, Suite 310, Newport Beach, CA 92660, Attn: Valerie Rapp, Escrow Officer. At twenty-five percent (25%) completion, fifty percent (50%) completion, seventy-five percent (75%) completion, and one hundred percent (100%) completion of the public improvements as measured by the dollar value of said improvements as set forth in the Engineer's Preliminary Estimate of Cost and associated unit costs (Exhibit A) and upon written request by the Developer for a partial reduction of the security, the escrow officer shall be instructed by the City Engineer in writing to release an amount in the escrow account to Developer not to exceed twenty-two and one-half percent (22 1/2 %) of the original amount deposited into escrow, provided that all such work has been reviewed, verified, inspected and approved by the City Engineer, Land Development engineering staff and applicable City inspectors. A total of ten percent (10%) of the original escrow deposit shall be retained in the escrow account until expiration of the twelve (12) month warranty period pursuant to Government Code Section 66499 to secure required warranty work. Developer will be responsible for paying the Partial Bond (Security) Reduction fee per the current City of Moreno Valley Fee Schedule prior to each reduction for partial completion. Developer agrees to maintain the aforesaid escrow account in full force and effect during the term of this Agreement, including any extensions of time and the warranty period. Developer shall be responsible for paying all costs of the escrow.

FIFTH: Developer's obligations for the faithful performance of the terms and conditions of this Agreement and to secure payment of all labor and materials under this Agreement pursuant to City ordinances and regulations to secure claims to which reference is made in Title 15, Chapter 1 (commencing with Section 3082) of the Civil Code of the State of California shall be secured by both the escrow and a first trust deed lien on the remainder parcel of Parcel Map No. 33152-1 property naming City as the secured party creating a security interest prior to any other security interest or lien on the remainder parcel of Parcel Map No. 33152-1. The form of the Deed of Trust is attached as Exhibit B and made a part of this Agreement by this reference. Until the work required by this Agreement is completed and accepted by the City, Developer shall not place any encumbrance on the remainder parcel of Parcel Map No. 33152-1 and shall keep the property free from any security interest that would adversely affect the interest of the City under the lien.

SIXTH: If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as provided in this Agreement, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law. City shall have the right to directly access the funds in the escrow account and pay the construction costs to complete the work as provided in this Agreement.

SEVENTH: If the City Engineer reasonably determines at any time that the funds in the escrow account are insufficient to pay for the work required by this Agreement, or the Developer shall be in default of any other obligation under this Agreement, notice in writing of such insufficiency or default may at any time thereafter be served upon Developer by City. Developer shall have ten (10) calendar days to cure the insufficiency or default to the satisfaction of the City. In the event Developer fails to cure the insufficiency by placing and keeping sufficient funds in the escrow account to pay the costs of construction to complete the work as provided in this Agreement, or Developer fails to cure any default of the other obligations of this Agreement, then the City, without further notice, and to the extent permitted by law, shall have the authority to foreclose on the deed of trust lien and take possession of the remainder parcel of Parcel Map No. 33152-1 property and exclude Developer therefrom and exercise any and all of the rights and remedies conferred upon the City by the trust deed lien and may sell, lease or otherwise dispose of the remainder parcel of Parcel Map No. 33152-1 property and use the proceeds to satisfy Developer's obligations under this Agreement. The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City. Upon completion and acceptance by the City of the work and improvements and following the satisfactory repair or replacement of any defective work or materials during the one year warranty period thereafter as

provided in this Agreement, City shall reconvey the trust deed lien and the remainder parcel of Parcel Map No. 33152-1 property shall thereby be released from the lien.

EIGHTH: Developer agrees that, if suit is brought upon this Agreement, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

NINTH: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, his agents, employees, or contractors in the performance of the work, and all of said liabilities are assumed by Developer. Developer agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, his agents, employees, and contractors in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:

City Engineer
P.O. Box 88005
14177 Frederick St.
Moreno Valley, CA 92552-0805

Developer:

Andland Properties, LLC
22629 Felbar Avenue
Torrance, CA 90505
Attention: Clarke Ashton

Escrow:

Fidelity National Title Company
1300 Dove Street, Suite 310
Newport Beach, CA 92660
Attn: Valerie Rapp, Escrow Officer

IN WITNESS WHEREOF, this Agreement was approved by the City Council of the City on July 14, 2009.

ANDLAND PROPERTIES, LLC

By: Rosemary Sperry, manager
Diane Ashton, as proxy for
Teresa Marie Armstrong Title

By: Rosemary Sperry, manager
Diane Ashton, manager
Karen Ann Guinn Title

By: Rosemary Sperry, manager
Diane Ashton, as proxy for
Clare M. White McDonald Title

ANDLAND PROPERTIES, LLC

By: Diane Sue Ashton, manager
Diane Sue Ashton Title

By: Rosemary Sperry, manager
Rosemary Sperry Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

CITY OF MORENO VALLEY

By: _____
Mayor

(SEAL)

APPROVED AS TO FORM:
CITY ATTORNEY

By: Barbara L. Adams
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

Fidelity National Title Company hereby acknowledges that it has received a fully executed original or originally executed counterparts of this Security Agreement and Joint Escrow Instructions and agrees to act as Escrow Agent thereunder and to be bound by and strictly perform the terms thereof as such terms apply to Escrow Agent.

FIDELITY NATIONAL TITLE COMPANY

By: _____
Escrow Officer

ACKNOWLEDGMENT

State of California
County of Orange

On 07/08/2009 before me, Wesley A. Alston, Notary
(here insert name and title of the officer)

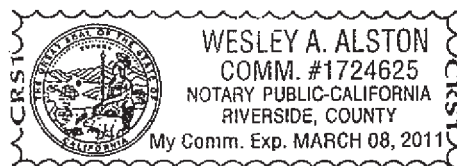
personally appeared Rosemary Sperry

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

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 *Wesley A. Alston*



(Seal)

ACKNOWLEDGMENT

State of California
County of Los Angeles

On 07/08/2009 before me, Wesley A. Alston, Notary
(here insert name and title of the officer)

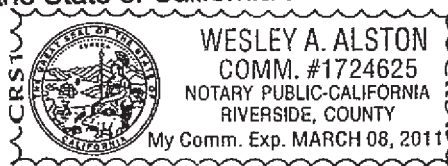
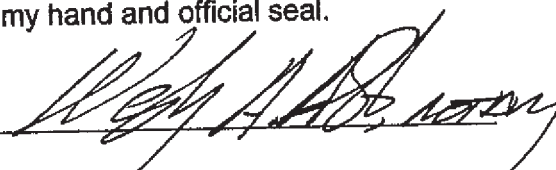
personally appeared Diane Ashton

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

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



(Seal)

**EXHIBIT B
DEED OF TRUST**

RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY
City Clerk
P.O. Box 88005
Moreno Valley, CA 92552-0805

No recording fee per Government Code § 6103

(SPACE ABOVE FOR RECORDER'S USE)

**DEED OF TRUST
(Short Form)**

This DEED OF TRUST, made _____, 2009, between ANDLAND PROPERTIES, LLC, a California limited liability company, herein called TRUSTOR, whose address is 22629 Felbar Avenue, Torrance, CA 90505, FIDELITY NATIONAL TITLE COMPANY, herein called TRUSTEE, whose address is 1300 Dove Street, Suite 310, Newport Beach, CA 92660, and the CITY OF MORENO VALLEY, a California municipal corporation, herein called BENEFICIARY, whose address is 14177 Frederick Street, Moreno Valley, CA 92552.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Moreno Valley, County of Riverside, State of California, described as:

See attached Exhibit "A" attached hereto and incorporated herein,

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing payment of TRUSTOR's obligations under that certain Public Improvements Agreement, Security Agreement and Escrow Instructions dated _____, 2009 ("Security Agreement").

To protect the security of this Deed of Trust, Trustor agrees:

- 1) To keep said property in good condition and repair, to pay when due all claims for labor performed and materials furnished, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof, not to commit, suffer, or permit any act upon said property in violation of law.
- 2) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
- 3) To pay, at least ten days before delinquency, all taxes and assessments affecting said property, all encumbrances, charges and liens on said property or any part thereof which appear to be prior or superior

hereto, and all costs, fees and expenses of this Trust. Should Trustor fail to make any payment or to do any act as herein provided or in the Security Agreement, then Beneficiary or Trustee, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes, appear in and defend any action purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto, and, in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable attorneys' fees.

4) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums and obligations secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice shall cause to be filed for record.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of said having been given as then required by law, Trustee, without demand on Trustor, shall sell said property.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to it at its address hereinbefore set forth.

TRUSTOR:

ANDLAND PROPERTIES, LLC

By: Diane Sue Ashton manager
Diane Sue Ashton
By: Rosemary Sperry, Manager
Rosemary Sperry
By: Diane Sue Ashton manager
Teresa Marie Armstrong
By: Rosemary Sperry, Manager
Diane Ashton manager
Karen Ann Guinn
By: Rosemary Sperry, manager
Diane Ashton manager
Clare M. White McDonald

ACKNOWLEDGMENT

State of California
County of Orange

On 07/08/2009 before me, Wesley A. Alston, Notary
(here insert name and title of the officer)

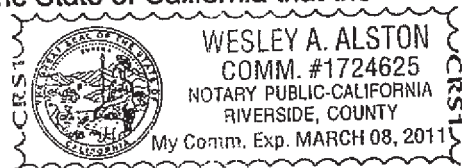
personally appeared Rosemary Sperry

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

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 *Wesley A. Alston, Notary*



(Seal)

ACKNOWLEDGMENT

State of California
County of Los Angeles

On 07/08/2009 before me, Wesley A. Alston, Notary
(here insert name and title of the officer)

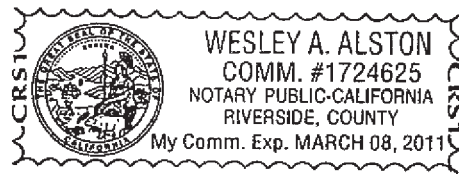
personally appeared Diane Ashton

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

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 Wesley A. Alston



(Seal)

EXHIBIT 'A'
LEGAL DESCRIPTION
PARCEL MAP NO. 33152-1 REMAINDER PARCEL

THAT PARCEL OF LAND IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SHOWN AS THE REMAINDER PARCEL ON PARCEL MAP NO. 33152-1, IN SAID CITY, COUNTY AND STATE, FILED IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE BOUNDARY OF PARCEL MAP NO. 9101, IN SAID CITY, COUNTY AND STATE, AS SHOWN ON THE MAP FILED IN BOOK 36, PAGES 7 AND 8 OF PARCEL MAPS IN THE OFFICE OF SAID COUNTY RECORDER;

THENCE ALONG THE BOUNDARY OF SAID REMAINDER PARCEL THROUGH THE FOLLOWING THIRTY-TWO (32) COURSES:

- 1) SOUTH 01°03'46" WEST, 799.16 FEET;
- 2) NORTH 89°32'17" WEST, 299.46 FEET;
- 3) NORTH 00°28'16" EAST, 403.16 FEET;
- 4) NORTH 89°31'44" WEST, 485.18 FEET;
- 5) SOUTH 70°29'20" WEST, 252.40 FEET;
- 6) NORTH 19°03'33" WEST, 44.15 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1,554.00 FEET;
- 7) NORTHERLY 67.89 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°29'44";
- 8) NORTH 16°33'49" WEST, 125.54 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 1,646.00 FEET;
- 9) NORTHERLY 71.65 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°29'39";
- 10) NORTH 22°31'56" EAST, 37.41 FEET;
- 11) NORTH 15°18'11" WEST, 25.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 300.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARING SOUTH 15°18'11" EAST;
- 12) EASTERLY 0.29 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°03'16";
- 13) NORTH 15°14'55" WEST, 33.00 FEET;
- 14) NORTH 54°05'00" WEST, 36.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1,759.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARING SOUTH 76°09'08" WEST;
- 15) NORTHERLY 67.55 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°52'28";
- 16) NORTH 11°58'24" WEST, 209.12 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 88.00 FEET;
- 17) NORTHERLY 11.35 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°23'31";

- 18) NORTH 04°34'53" WEST, 64.81 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 112.00 FEET;
- 19) NORTHERLY 14.45 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°23'31";
- 20) NORTH 11°58'24" WEST, 42.91 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 1,681.00 FEET;
- 21) NORTHERLY 20.76 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°42'27";
- 22) SOUTH 88°03'08" EAST, 192.77 FEET;
- 23) SOUTH 60°18'11" EAST, 102.54 FEET;
- 24) SOUTH 88°54'38" EAST, 93.00 FEET;
- 25) NORTH 01°03'52" EAST, 233.53 FEET;
- 26) SOUTH 89°32'17" EAST, 100.00 FEET;
- 27) SOUTH 01°03'46" WEST, 265.00 FEET;
- 28) SOUTH 89°32'17" EAST, 125.00 FEET;
- 29) NORTH 01°03'46" EAST, 265.00 FEET;
- 30) SOUTH 89°32'17" EAST, 273.69 FEET;
- 31) SOUTH 00°26'59" WEST, 513.44 FEET;
- 32) SOUTH 89°31'44" EAST, 341.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 897,395 SQUARE FEET OR 20.601 ACRES, MORE OR LESS.

PREPARED UNDER THE SUPERVISION OF:


 WALTER A. SHEEK, P.L.S. 4838
 LICENSE EXPIRES 9-30-2010

6/10/2009
 DATE

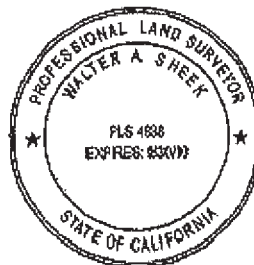


EXHIBIT "A"
ENGINEER'S ESTIMATE (PUBLIC)

Sheet 1 of 8

PROJECT NO: Old 215 Frontage Road

Jul-09
PREPARED FE

OFFSITE PAVEMENT SECTIONS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL	
Street Work -		C.Y.	20.00	\$0	
A.B. Class II - Street 1		Thickness (ft.) S.F.	55.00	\$0	
A.C. - Street 1		Thickness (ft.) S.F.	90.00	\$0	
Total AC over AB	119,935	S.F.	2.94	\$352,609	
Full Depth Ac Pavm't	350	S.F.	5.75	\$2,013	
A.C. - Street 3	0	S.F.	0 Ton	55.00	\$0
	0	Thickness (ft.)	0 Ton	90.00	\$0
	0	S.F.	0 C.Y.	20.00	\$0
A.B. Class II - Street 4	0	Thickness (ft.)	0 Ton	55.00	\$0
	0	S.F.			
A.C. - Street 4	0	Thickness (ft.)	0 Ton	90.00	\$0
	0	S.F.			
Street Work - DIF			0 C.Y.	20.00	\$0
A.B. Class II - Street 1	0	Thickness (ft.)	0 Ton	55.00	\$0
	0	S.F.			
A.C. - Street 1	0	Thickness (ft.)	0 Ton	90.00	\$0
	0	S.F.	0 C.Y.	20.00	\$0
A.B. Class II - Street 2	0	Thickness (ft.)	0 Ton	55.00	\$0
	0	S.F.			
A.C. - Street 2	0	Thickness (ft.)	0 Ton	90.00	\$0
	0	S.F.	0 C.Y.	20.00	\$0
A.B. Class II - Street 3	0	Thickness (ft.)	0 Ton	55.00	\$0
	0	S.F.			
A.C. - Street 3	0	Thickness (ft.)	0 Ton	90.00	\$0
	0	S.F.	0 C.Y.	20.00	\$0
A.B. Class II - Street 4	0	Thickness (ft.)	0 Ton	55.00	\$0
	0	S.F.			
A.C. - Street 4	0	Thickness (ft.)	0 Ton	90.00	\$0
	0	S.F.			
Street Work - TUMF			0 C.Y.	20.00	\$0
A.B. Class II - Street 1	0	Thickness (ft.)	0 Ton	55.00	\$0
	0	S.F.			
A.C. - Street 1	0	Thickness (ft.)	0 Ton	90.00	\$0
	0	S.F.	0 C.Y.	20.00	\$0
A.B. Class II - Street 2	0	Thickness (ft.)	0 Ton	55.00	\$0
	0	S.F.			
A.C. - Street 2	0	Thickness (ft.)	0 Ton	90.00	\$0
	0	S.F.	0 C.Y.	20.00	\$0
A.B. Class II - Street 3	0	Thickness (ft.)	0 Ton	55.00	\$0
	0	S.F.			
A.C. - Street 3	0	Thickness (ft.)	0 Ton	90.00	\$0
	0	S.F.	0 C.Y.	20.00	\$0
A.B. Class II - Street 4	0	Thickness (ft.)	0 Ton	55.00	\$0
	0	S.F.			
A.C. - Street 4	0	Thickness (ft.)	0 Ton	90.00	\$0
	0	S.F.			
			SUBTOTAL:	\$354,621	

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 2 of 8

PROJECT: Old 215 Frontage Road
OFFSITE STREET WORK

DATE: 07/08/08
PREPARED FE

TYPE	QUANTITY UNIT	UNIT PRICE	TOTAL
Offsite Street Work			
Grind & Pave 0.15'	2,240 S.F.	5.59	\$12,522
A.C. Cap	0 Ton	90.00	\$0
A.C. Overlay	0 Ton	90.00	\$0
Slurry Seal (Based on \$150/Ton Type II)	0 S.Y.	2.25	\$0
Sawcut	0 L.F.	1.50	\$0
Utility Trench	0 L.F.	17.00	\$0
Trench Repaving	0 S.F.	12.00	\$0
Redwood Header	0 L.F.	6.00	\$0
A.C. Berm - 6"	0 L.F.	10.00	\$0
A.C. Berm - 8"	688 L.F.	4.63	\$3,185
Remove & Dispose Existing Pavement	166,300 SF	0.07	\$11,641
Remove Existing Curb & Gutter	142 L.F.	9.06	\$1,287
Sawcut & Remove AC Pavm't	550 S.F.	2.32	\$1,276
P.C.C. Paving - 6"	0 S.F.	14.00	\$0
P.C.C. Paving - 8"	0 S.F.	16.00	\$0
Curb and Gutter - 6"	0 L.F.		\$0
Curb and Gutter - 6" to 8" transition	114 L.F.	19.90	\$2,269
Curb and Gutter - 8"	1,258 L.F.	16.75	\$21,038
Curb and Gutter modified - 8"	331 L.F.	19.90	\$6,587
Curb Only - 6" median	0 L.F.	18.00	\$0
Curb Only - 8" median	1,112 L.F.	11.03	\$12,265
Curb Only - 8"	0 L.F.	20.00	\$0
Remove Existing Curb	172 L.F.	9.06	\$1,558
Remove Existing Sidewalk	1,063 S.F.	1.29	\$1,371
4" Conc. Sidewalk	10,200 S.F.	3.57	\$36,414
Remove Existing A.C. Dike	930 L.F.	1.96	\$1,823
Remove Existing S.D.	366 L.F.	12.92	\$4,729
Remove Existing Headwall	9 EA.	375.67	\$3,381
Driveway Approach - 8" (3 total)	1,430 S.F.	13.30	\$19,019
Wheelchair Ramp	4 EA.	318.36	\$1,273
Median Hardscape	460 S.F.	9.17	\$4,218
PVC Sleeve	170 L.F.	10.00	\$1,700
Barricade (44 LF)	1 EA.	7,442.00	\$7,442
Median Mowstrip	1,112 L.F.	14.40	\$16,013
Median Drainage Structure	530 L.F.	15.58	\$8,257
Adjust Gate Valve to Grade	6 EA.	300.00	\$1,800
Adjust Rim to Grade	1 EA.	564.44	\$564
Adjust Exist. S.D. Manhole to Grade	1 EA.	564.44	\$564
Remove Existing Light	2 EA.	1,779.05	\$3,558
Remove & Reconstruct Existing S.D.	1 EA.	859.05	\$859
Remove Existing Billboard	1 EA.	2,205.70	\$2,206
		SUBTOTAL:	\$188,820

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 3 of 8

PROJECT: Old 215 Frontage Road

DATE: 07/08/08
PREPARED FE

OFFSITE STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	4550	S.F.	6.00	\$27,300
Landscaping - Parkways	4600	S.F.	6.00	\$27,600
Street Lights (9500 lumen)	0	EA.	4,000.00	\$0
Street Lights (22000 lumen)	6	EA.	11,063.80	\$66,383
	SPECIAL DISTRICTS SUBTOTAL:			\$121,283
Moreno Valley Utilities				
Electrical Utility Infrastructure	0	L.S.	0.00	\$0
Electrical Utility Line Extension	0	L.F.	135.00	\$0
	MVU SUBTOTAL:			\$0
Water Quality Basin				
Landscaping	0	S.F.	6.00	\$0
Filtration Devices	0	EA.	0	\$0
Access Ramp PCC	0	S.F.	0	\$0
Low-Flow Pipe System	0	L.F.	0	\$0
Headwalls	0	EA.	0	\$0
Outlets	0	EA.	0	\$0
Risers	0	EA.	0	\$0
Forebay PCC	0	S.F.	0	\$0
Toe of slope protection PCC	0	S.F.	20.00	\$0
	WQB SUBTOTAL:			\$0
Transportation Engineering				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination,	0	EA.	272,000.00	\$0
Traffic Signal Modification	1	L.S.	136,719.00	\$136,719
Traffic Signal Interconnect (Existing Signals Only)	0	L.F.	30.00	\$0
Traffic Striping/raised pavement markers	1	L.S.	5,990.00	\$5,990
Street Name Sign	1	EA.	500.00	\$500
Stop Sign	0	EA.	200.00	\$0
Signs and Posts	13	EA.	200.00	\$2,600
Signs and Posts	0	EA.	200.00	\$0
Street Sweeping Sign	0	EA.	200.00	\$0
Warning Markers - Type L, Type N	0	EA.	100.00	\$0
	TRANSPORTATION SUBTOTAL:			\$145,809
Miscellaneous				
Erosion Control (gravel bags)	1	L.S.	28,106.00	\$28,106
Walls - Masonry: 6' Maximum	0	L.F.	100.00	\$0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	\$0
Grading, Clear & Grub	1	L.S.	85,213.00	\$85,213
	MISCELLANEOUS SUBTOTAL:			\$113,319

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 4 of 8

PROJECT: Old 215 Frontage Road

DATE: 07/08/08
PREPARED FE

OFFSITE STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<i>Pipe</i>				
12" Reinforced Concrete Pipe	0	L.F.	130.00	\$0
18" Reinforced Concrete Pipe	20	L.F.	140.00	\$2,800
24" Reinforced Concrete Pipe	121	L.F.	160.00	\$19,360
24" Reinforced Concrete Pipe	0	L.F.	160.00	\$0
30" Reinforced Concrete Pipe	0	L.F.	180.00	\$0
36" Reinforced Concrete Pipe	0	L.F.	190.00	\$0
42" Reinforced Concrete Pipe	0	L.F.	210.00	\$0
48" Reinforced Concrete Pipe	0	L.F.	250.00	\$0
54" Reinforced Concrete Pipe	0	L.F.	300.00	\$0
60" Reinforced Concrete Pipe	0	L.F.	350.00	\$0
12" HDPE	0	L.F.	45.00	\$0
18" HDPE	0	L.F.	50.00	\$0
24" HDPE	0	L.F.	55.00	\$0
30" HDPE	0	L.F.	60.00	\$0
36" HDPE	0	L.F.	70.00	\$0
42" HDPE	0	L.F.	80.00	\$0
48" HDPE	0	L.F.	90.00	\$0
54" HDPE	0	L.F.	125.00	\$0
60" HDPE	0	L.F.	140.00	\$0
4" PVC SCH. 40 (Median)	190	L.F.	12.77	\$2,426
4" PVC SCH. 80	0	L.F.	30.00	\$0
6" PVC SCH. 40	0	L.F.	30.00	\$0
<i>Manholes</i>				
Manhole No. 1	1	EA.	3,675.00	\$3,675
Manhole No. 2	0	EA.	5,500.00	\$0
Manhole No. 3	0	EA.	6,500.00	\$0
Manhole No. 4	0	EA.	7,000.00	\$0
<i>Catch Basins</i>				
Catch Basin (3.5')	0	EA.	3,100.00	\$0
Catch Basin (7')	0	EA.	5,500.00	\$0
Catch Basin (14')	0	EA.	8,000.00	\$0
Catch Basin (21')	0	EA.	12,500.00	\$0
Local Depressions	0	EA.	535.00	\$0
Catch Basin (3.5') (DIF Street Name)	0	EA.	3,100.00	\$0
Catch Basin (7') (DIF Street Name)	0	EA.	5,500.00	\$0
Catch Basin (14') (DIF Street Name)	0	EA.	8,000.00	\$0
Catch Basin (21') (DIF Street Name)	0	EA.	12,500.00	\$0
Local Depressions (DIF Street Name)	0	EA.	535.00	\$0
24" X 24" Grate basin	0	EA.	2,500.00	\$0
18" X 18" Grate Basin	0	EA.	2,100.00	\$0
6" Wide Strip Basin	0	EA.	3,000.00	\$0
Removal/Relocation- Catch Basin	0	EA.	5,000.00	\$0
Grated Catch Basin	0	EA.	6,000.00	\$0

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 5 of 8

PROJECT: Old 215 Frontage Road

DATE: 07/08/08
PREPARED FE

OFFSITE STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Transition Structure	0	EA.	5,500.00	\$0
Junction Structure	0	EA.	6,000.00	\$0
Type IX Inlet Structure	0	EA.	2,500.00	\$0
Inlet Structure (drop)	0	EA.	5,000.00	\$0
Outlet Structure	0	EA.	8,000.00	\$0
Concrete Collar (to 48")	0	EA.	3,000.00	\$0
Rectangular Drainage Structure	102	L.F.	324.12	\$33,060
Head Wall	3	EA.	3,675.00	\$11,025
Drains				
Terrace Drain	0	S.F.	10.00	\$0
Down Drain	0	S.F.	10.00	\$0
Parkway Drain	0	EA.	3,500.00	\$0
Under Sidewalk	0	EA.	600.00	\$0
Curb Outlet	0	EA.	250.00	\$0
"V" Gutter	0	S.F.	10.00	\$0
Miscellaneous				
Rip Rap Inlet/Splash Pad	2	EA.	741.60	\$1,483
Rip Rap Energy Dissipator	2	EA.	1,740.80	\$3,482
36" High Hand Rail	35	L.F.	94.29	\$3,300
2' High Retaining Wall	35	L.F.	142.50	\$4,988
			SUBTOTAL:	\$80,611

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 6 of 8

PROJECT:

DATE: 07/29/09
PREPARED FE

OFFSITE WATER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
4" PVC C-900	0		30.00	\$0
6" PVC C-900	0		40.00	\$0
8" C-900 CL-150	72		49.81	\$3,586
10" PVC C-900	0		55.00	\$0
12" C-900 CL-150	768		59.28	\$45,527
16" PVC C-900	0		90.00	\$0
18" PVC C-900	0		135.00	\$0
20" PVC C-900	0		180.00	\$0
Valves - Water System				
4" Gate Valve	0	EA.	600.00	\$0
6" Gate Valve	0	EA.	800.00	\$0
8" Gate Valve	3	EA.	1,818.88	\$5,456
10" Gate Valve	0	EA.	1,200.00	\$0
12" Gate Valve	3	EA.	3,271.85	\$9,816
16" Gate Valve	0	EA.	5,000.00	\$0
4" Butterfly Valve	0	EA.	330.00	\$0
6" Butterfly Valve	0	EA.	520.00	\$0
8" Butterfly Valve	0	EA.	800.00	\$0
10" Butterfly Valve	0	EA.	1,000.00	\$0
12" Butterfly Valve	0	EA.	1,800.00	\$0
16" Butterfly Valve	0	EA.	2,700.00	\$0
18" Butterfly Valve	0	EA.	2,800.00	\$0
20" Butterfly Valve	0	EA.	4,200.00	\$0
24" Butterfly Valve	0	EA.	5,200.00	\$0
1" Air Vac Release	1	EA.	3,213.46	\$3,213
2" Air Vac Release	0	EA.	3,000.00	\$0
4" Blow Off	0	EA.	2,000.00	\$0
6" Blow Off	2	EA.	2,700.00	\$5,400
Fire Hydrants - Water System				
6" Standard Fire Hydrants	0	EA.	2,800.00	\$0
6" Super Fire Hydrants	0	EA.	3,000.00	\$0
Services Connections				
1" Service	0	EA.	500.00	\$0
1 1/2" Service	0	EA.	1,100.00	\$0
2" Service	0	EA.	1,600.00	\$0
Fittings - Water System				
Misc. Fittings 4"	0		120.00	\$0
Misc. Fittings 6"	0		160.00	\$0
Misc. Fittings 8"	0		200.00	\$0
Misc. Fittings 10"	0		240.00	\$0
Misc. Fittings 12"	3		1,042.13	\$3,126
12" -45 deg Bend	2		724.00	\$1,448
Water Meters - Water System				
5/8" Meter	0		200.00	\$0
1" Meter	0		270.00	\$0
1 1/2" Meter	1		360.00	\$360
2" Meter	0		455.00	\$0
Hot Tap Connections - Water System				
8" Hot Tap	0	EA.	2,800.00	\$0
Water Service	0	EA.	330.00	\$0
Miscellaneous - Water System				
Thrust Block	0	CY	150.00	\$0
Jack & Bore	0	L.F.	300.00	\$0
Joint at Existing 8"	0	EA.	650.00	\$0
SUBTOTAL:				\$77,933

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 7 of 8

PROJECT:

DATE:
PREPARED BY:

OFFSITE SEWER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<i>Pipes - Sewer System</i>				
4" V.C. Pipe	0	L.F.	20.00	\$0
6" V.C. Pipe	0	L.F.	25.00	\$0
8" V.C. Pipe	0	L.F.	30.00	\$0
10" V.C. Pipe	0	L.F.	40.00	\$0
12" V.C. Pipe	0	L.F.	50.00	\$0
15" V.C. Pipe	0	L.F.	75.00	\$0
18" V.C. Pipe	0	L.F.	90.00	\$0
21" V.C. Pipe	0	L.F.	105.00	\$0
24" V.C. Pipe	0	L.F.	120.00	\$0
27" V.C. Pipe	0	L.F.	135.00	\$0
30" V.C. Pipe	0	L.F.	150.00	\$0
33" V.C. Pipe	0	L.F.	165.00	\$0
36" V.C. Pipe	0	L.F.	185.00	\$0
4" SDR - 35	0	L.F.	13.00	\$0
6" SDR - 35	0	L.F.	19.00	\$0
8" SDR - 35	0	L.F.	25.00	\$0
10" SDR - 35	0	L.F.	30.00	\$0
12" SDR - 35	0	L.F.	50.00	\$0
15" SDR - 35	0	L.F.	60.00	\$0
Concrete Encasement	0	L.F.	20.00	\$0
<i>Cleans Outs - Sewer System</i>				
Clean-outs	0	EA.	700.00	\$0
Clean Out Lateral	0	EA.	120.00	\$0
<i>Manholes - Sewer System</i>				
Standard Manhole 48"	0	EA.	3,000.00	\$0
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	\$0
Standard Manhole 60"	0	EA.	4,500.00	\$0
Shallow Manhole	0	EA.	3,000.00	\$0
Adjust Manhole to Grade	0	EA.	300.00	\$0
Tie Into Existing Manhole	0	EA.	1,500.00	\$0
Rechannel Existing Manhole	0	EA.	1,500.00	\$0
Join Existing 8" Pipe	0	EA.	600.00	\$0
Join Existing 12" Pipe	0	EA.	800.00	\$0
<i>Miscellaneous - Sewer System</i>				
Wyes	0	EA.	90.00	\$0
TV Sewer	0	L.F.	1.00	\$0
Trench Paving	0	S.F.	5.00	\$0
Pavement Replacement	0	S.F.	3.00	\$0
Meter 5/8" W/O Service	0	EA.	200.00	\$0
			SUBTOTAL:	\$0

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 8 of 8

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: Old 215 Frontage Road

DATE: 07/29/09
PREPARED FE

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK :	\$354,621
CONCRETE & OTHER STREET WORK :	\$188,820
SPECIAL DISTRICTS :	\$121,263
MORENO VALLEY UTILITIES :	\$0
WATER QUALITY BASIN :	\$0
TRANSPORTATION ENGINEERING :	\$145,809
STORM DRAIN SYSTEM :	\$80,611
WATER SYSTEM :	\$77,933
SEWER SYSTEM :	\$0
MISCELLANEOUS :	\$113,319
TOTAL COST (VALUE) OF IMPROVEMENTS:	\$1,082,397
+20% CONTINGENCY:	\$216,479
<u>GRAND TOTAL:</u>	\$1,298,876

BOND AMOUNT:

\$1,299,000.00

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