Welcome to a meeting of the Board of Directors of the Rancho Simi Recreation and Park District. The Park District welcomes citizen participation. If you would like to speak, please follow these simple steps.

Fill out a green Speaker Card, available at the sign-in table, and hand the card to the Recording Secretary or Board of Directors.

If the item you would like to speak about is not on the Agenda, be prepared to speak when the Board Chair calls for “Public Discussion”. The Chair will call the names appearing on the Speaker Cards. If you do not hear your name called, please make this fact known, so that you may be recognized.

If the item you would like to speak about is on the Agenda, the Board Chair will announce the item, request a report from staff, ask Board Members if they have any questions or comments, and then ask if there are any other people in attendance who would like to comment on the item.

When recognized, please speak from the podium. Be professional. Speakers are generally allowed a maximum of five (5) minutes to comment. Depending upon the circumstances, the Board Chair may increase or decrease speaker time. At the conclusion of public comments, the Board Chair will thank the speaker(s) for participating.

The Board Chair may also determine appropriate action, if any, to be taken in response to comments received. Comments will be listened to, questions may be answered, speakers may be requested to further discuss the matter with staff, or an item could be added to a future Agenda or referred to a Board Committee, among other things. Items listed on the Agenda that require action will likely be voted upon by the Board of Directors.

We appreciate your attendance and hope to see you again.

YOUR BOARD OF DIRECTORS

Chair
Elaine Freeman

Vice Chair
Gene Hostetler

Director
Dee Dee Cavanaugh

Director
Mark Johnson

Director
Kate O’Brien

STAFF

District Manager
Larry Peterson
I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. PUBLIC DISCUSSION (ITEMS NOT ON THE AGENDA)

IV. APPROVAL OF MINUTES
   A. Regular Meeting – December 3, 2015

V. SCHEDULED ITEMS AND PUBLIC HEARINGS
   A. Presentation of the Strathearn Historical Society Video Oral

VI. CONSENT AGENDA**
   A. Approval of Check Registers: 12/11/15 (payroll); 11/30/15 (payables)
   B. Receive and File California Special Districts Association 2016 Professional Development Catalog 23-15-f
   C. Receive and File Summary of Park Dedication Fees and Summary of Projects Primarily Funded by Park Dedication Fees 41-15-a
   D. Approval of Notice of Completion and Final Acceptance for the Rancho Simi Community Park Pool Deck Renovation Project 109-15-c
** Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion by one motion, unless discussion is desired. In that event, the items will be removed from the Consent Agenda.

VII. CONTINUED BUSINESS

None

VIII. NEW BUSINESS
   A. Election for the Chair of the Board of Directors for Calendar Year 2016 Oral
   B. Election for the Vice Chair of the Board of Directors for Calendar Year 2016 Oral
   C. Approval of Resolution Adopting Annual Budget for FY 2015-16 124-15-f
D. Approval of the Planning and Maintenance Projects Fiscal Year 2015-16 and the Three-Year Capital Improvement Program FY 2015-16 – 2018-19

E. Proposed Facilitation and Improvements for the Guardian Building Office Area

F. Approval of the Rancho Simi Recreation and Park District Board Schedule for 2016 Meetings, Workshops and Conferences

G. Approval of FY 2016-17 District Budget Calendar

IX. WRITTEN COMMUNICATIONS

None

X. REPORTS BY BOARD MEMBERS

XI. REPORT BY DISTRICT MANAGER

XII. CLOSED SESSION

A. Closed Session Pursuant to Government Code Section 54956.95

Claimant: Law Offices of Craig A. Holtz in c/o Lisa Huffman

Agency Claimed Against: Rancho Simi Recreation and Park District

B. Closed Session Pursuant to Government Code Section 54956.95

Claimant: Law Offices of Brandon Sua & Associates on Behalf of Charles Allegro

Agency Claimed Against: Rancho Simi Recreation and Park District

C. Closed Session Pursuant to Government Code Section 54957.6

Conference with Labor Negotiator:

Agency Negotiators: District Manager and Director of Administration

Employee Organization: Rancho Simi Recreation and Park District Employees Association ("Bargaining Unit")
D. Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator:

Re: Land Disposition: Property Located in Ventura County at 1692 Sycamore Drive, Simi Valley, Ca
Assessor Parcel Numbers: 642-0-231-285
642-0-231-295
642-0-280-075
642-0-280-085
642-0-280-095

Agency Negotiators: District Manager, Director of Planning and Maintenance and Legal Counsel

Negotiating Parties: Area Housing Authority/USA Properties

Under Negotiation: Price and Terms of Payment

E. Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator:

Re: Land Acquisition: Property Located in Ventura County at 1750 Tapo Street, Simi Valley, Ca
Assessor Parcel Number: 644-0-140-595

Negotiating Parties: District Manager, Director of Planning and Maintenance and Legal Counsel

Report and Instructions to Staff Regarding Price and Terms of Payment

XIII. ADJOURNMENT

If any individual has a disability that may require accommodation to participate in this meeting, please contact Human Resources at 805/584-4400. Upon advance notification of the need for accommodation, reasonable arrangements will be made to provide accessibility to the meeting.
MINUTES
RANCHO SIMI RECREATION AND PARK DISTRICT
REGULAR MEETING, BOARD OF DIRECTORS
1692 SYCAMORE DRIVE, SIMI VALLEY, CA
JUNE 18, 2015, 6:30 P.M.

AGENDA
ITEM

I. CALLED TO ORDER: 6:30 p.m.

PLEDGE OF ALLEGIANCE: Led by Doug Gale

II. ROLL CALL: Present: Directors O'Brien, Johnson, Cavaugh, Vice Chair Hostetler, Chair Freeman

Staff: Douglas Duran, Doug Gale, Martin Kosla, Esq., Paul Moore, Shana Moore, Wayne Nakaoka, Carol Odenberg, Theresa Pennington, Larry Peterson, Brian Pierik, Esq., Brian Reed, Robin Walker

Guests: T. Louis Filliger, Deb Holler and members from the S.V. Community Foundation

III. PUBLIC DISCUSSION (ITEMS NOT ON THE AGENDA):

Deb Holler addressed the Board, stating a number of people were in attendance at the meeting for Director Cavanaugh. She said back in 1969 Director Cavanaugh worked for Pacific Western Bank and is now a Vice President, Regional Manager. She said Dee Dee also has always supported non-profits in Simi Valley and has sat on so many of their Boards, and she has done such a great job servicing those along with many other community organizations. Ms. Holler said their group attending the meeting was representing the Simi Valley Community Foundation and as Dee Dee Cavanaugh always makes a difference, loves Simi Valley, does what she can to support organizations and the community, and she sits on the Board and is always volunteering in some way, they wanted to recognize her as a Humanitarian of the Year. Director Cavanaugh graciously thanked all of them for this recognition.

IV. APPROVAL OF MINUTES:

(A) Approval of Minutes of the Special Meeting – May 28, 2015

ACTION: Vice Chair Hostetler moved to Approve the Minutes of the Special Meeting of May 28, 2015 as amended; Director Cavanaugh seconded the motion. Motion carried with Director O'Brien abstaining.

(B) Approval of Minutes of the Regular Meeting – June 4, 2015

ACTION: Director O'Brien moved to Approve the Minutes of the Regular Meeting of June 4, 2015; Vice Chair Hostetler seconded the motion. Motion carried with a unanimous vote.
V. SCHEDULED ITEMS AND PUBLIC HEARINGS:

(A) Presentation of the Part-Time Employee of the Month for May 2015 to Shana Moore

Business & Accounting Supervisor reviewed the nomination. Chair Freeman presented the Employee of the Month award to Shana Moore and thanked her for all her work. She also presented her with a Certificate of Recognition from Assembly Member Scott Wilk. Shana said the reason why she has had the opportunity to do all these things for the District is because of the staff. She is always willing and happy to help staff with anything and they just need to let her know. Director of Recreation Gale said Shana has a tremendous attitude, brightens up the room and has been a great help. Shana thanked everyone for the award, and also introduced her brother, Paul Moore.

(B) Public Hearing and Approval of Resolution Approving Engineer’s Report, Confirming Diagram and Assessment and Ordering Levy of Assessment for Fiscal Year 2015-16

The Chair called a Public Hearing at 6:37 p.m.

As there were no public comments, the Chair closed the Public Hearing at 6:37 p.m.

ACTION: Director Johnson moved to Approve Resolution No. 1905 Approving Engineer’s Report, Confirming Diagram and Assessment and Ordering Levy of Assessment for Fiscal Year 2015-16; Vice Chair Hostetler seconded the motion. Motion carried with the following roll-call vote:

AYES: Directors Johnson, Cavanaugh, Hostetler, Freeman
NOES: Director O’Brien
ABSTAIN: None
ABSENT: None

VI. CONSENT AGENDA:

(A) Approval of Check Registers: 5/29/15 (payroll); 5/31/15 (payables)

(B) Approval and Adoption by Rancho Simi Recreation and Park District Board of Directors of (1) Full-time Employee Classifications and Monthly Pay Ranges, (2) Monthly Rates of Pay by Range, and (3) Management Pay Schedule

(C) Receive and File Audit Results and Basic Financial Statements for Rancho Simi Recreation and Park District for Fiscal Year Ended June 30, 2014

ACTION: Director O’Brien moved to Approve Item A-C; Vice Chair Hostetler seconded the motion. Motion carried with a unanimous vote.

Chair Freeman requested that staff provide an analysis of water usage as compared to last year’s usage, and what we are doing about it during the drought. District Manager stated that staff will prepare a report and bring it to the Board.

VII. CONTINUED BUSINESS:

None.
VIII. NEW BUSINESS:

(A) Receive and File Governmental Accounting Standards Board ("GASB") 45 Actuarial Valuation for the District’s Retiree Health Insurance Program as of July 1, 2014 27-15-a; 35-15-m

Lou Filliger, from Dempsey, Filliger & Associates, reviewed the information in the GASB 45 Actuarial Valuation for the District’s Retiree Health Insurance Program as of July 1, 2014, which included two alternatives for pre-funding all obligations. His firm suggested that the District consider an Irrevocable Trust to manage the District’s liability. District Manager stated the District has been utilizing the “Pay As You Go” approach and recommends it should be continued. Unlike an Irrevocable Trust, the Pay As You Go approach allows the District access to the funds if needed to provide services to the community.

This item was received and filed.

(B) Approval of Resolution Modifying District Policy Manual, Chapter 2 Personnel: Sections 1300 to 1315 Regarding Uniform, Retirement and Flexible Benefit Changes for Full-time Employees 84-15-c

ACTION: Vice Chair Hostetler moved to Approve Resolution No. 1906 Modifying District Policy Manual, Chapter 2 Personnel: Section 1300 to 1315 Regarding Uniform, Retirement and Flexible Benefit Changes for Full-time Employees; Director Cavanaugh seconded the motion. Motion carried with the following roll-call vote.

AYES: Directors O’Brien, Johnson, Cavanaugh, Hostetler, Freeman
NOES: None
ABSTAIN: None
ABSENT: None

(C) Adoption of Preliminary District Operating and Capital Improvement Budget for Fiscal Year 2015-16 124-15-b

ACTION: Director O’Brien moved to Approve Adoption of the Preliminary District Operating and Capital Improvement Budget for Fiscal Year 2015-16; Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.

(D) Approval for Publication of Legal Notice Allowing for Public Inspection of Preliminary Budget and Specifying Date and Time of Public Hearings on District’s Final Budget for Fiscal Year 2015-16 124-15-c

ACTION: Director O’Brien moved to Approve Publication of Legal Notice Allowing for Public Inspection of Preliminary Budget and Specifying Date and Time of Public Hearings on District’s Final Budget for Fiscal Year 2015-16; Vice Chair Hostetler seconded the motion. Motion carried with a unanimous vote.

The following New Business Item VIII. (E) was moved back on the Agenda to follow the Closed Session.

(E) Discussion and Possible Acceptance or Waiver of Contingencies Related to Purchase and Sale Agreement for Building Located at 4201 Guardian Street in Simi Valley (Oral)
Approval of Resolution Adopting District Policy Regarding Sick Leave for “PTS Employees” to be Placed into the District Policy Manual at Chapter 2 Personnel and Added as Sections 1320 to 1330 84-15-d

District Manager said a paragraph will be added so that it will include that a “part-time to full-time employee” will have their part-time accrued sick leave carried into full-time employment, and will be able to use it as sick leave until the balance goes down to zero.

ACTION: Director Johnson moved to Approve Resolution No. 1907 Adopting District Policy Regarding Sick Leave for “PTS Employees” to be Placed into the District Policy Manual at Chapter 2 Personnel and Added as Sections 1320 to 1330 with the Modification to be Added by the District Manager; Vice Chair Hostetler seconded the motion. Motion carried with the following roll-call vote:

AYES: Directors O’Brien, Johnson, Cavanaugh, Hostetler, Freeman
NOES: None
ABSTAIN: None
ABSENT: None

Authorization to Solicit Bids for the Runkle Canyon Park Construction Project 197-15-a

ACTION: Vice Chair Hostetler moved to Approve Authorization to Solicit Bids for the Runkle Canyon Park Construction Project; Director O’Brien seconded the motion. Motion carried with a unanimous vote.

IX.

WRITTEN COMMUNICATIONS:

None.

X.

REPORTS BY BOARD MEMBERS:

Director Johnson attended a Policy Committee meeting with Vice Chair Hostetler.

Director Johnson attended a Finance Committee meeting with Director Cavanaugh during which they reviewed the Audit Report. He thanked staff for doing a good job.

Director Johnson said he will be out of town until July 1, 2015, and again starting October 27, 2015.

Director Cavanaugh attended a Finance Committee meeting and said staff did a wonderful job on the audit.

Director O’Brien stated she had been out of town so did not have any committee meetings.

Director O’Brien attended a Simi Valley Alliance for the Arts function.

Director O’Brien asked about the status of the splash pad at Rancho Tapo Park. Staff said it has been functioning, but irregularly, and that they are working with the contractor to fix the problem.

Director O’Brien asked for clarification regarding the audit report and the receipt of the unqualified opinion with a letter suggesting areas for improvement. The District Manager said it was a clean audit and it is still an unqualified opinion. The Management Report identified some suggested improvements.

Director O’Brien congratulated Director Cavanaugh on being named a Humanitarian of the Year.
Vice Chair Hostetler attended a Personnel Committee meeting with Director Johnson.

Vice Chair Hostetler attended an Advance Planning Committee meeting at 6 p.m. that evening. At the meeting, Landscape Designer Duran discussed the need to resurface the pool deck and replace some concrete at the entry to the pool. Sr. Management Analyst Walker discussed the addition of the Verizon cell tower at Conifer in Oak Park.

Chair Freeman attended the Advance Planning Committee meeting at 6 p.m.

Chair Freeman said she had been out of town so did not have any other committee meetings.

XI. REPORT BY DISTRICT MANAGER:

District Manager did not have any additional items to report.

The Chair called a Closed Session at 7:20 p.m.

The Chair reconvened the meeting at 8:35 p.m.

XII. CLOSED SESSION:

(A) Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator

Re: Land Acquisition: Property Located in Ventura County at 4201 Guardian Street, Simi Valley, Ca

Assessor Parcel Number: 626-0-051-095

Agency Negotiator: Larry Peterson, District Manager

Negotiating Parties: Tepco, Ltd. and Delphi Business Properties, Inc.

Under Negotiation: Price and Terms of Payment

(B) Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator

Re: Land Disposition: Property Located in Ventura County at 1692 Sycamore Drive, Simi Valley, Ca

Assessor Parcel Numbers: 642-0-231-285
642-0-231-295
642-0-280-075
642-0-280-085
642-0-280-095

Negotiating Parties: District Manager, Director of Planning and Maintenance and Legal Counsel

Report and Instructions to Staff Regarding Price and Terms of Payment

No reportable actions were taken on Items XII. (A) and (B).
Chair Freeman stated that New Business Item VIII. (E), which was moved from earlier on the Agenda to follow the Closed Session items, would now be addressed.

VIII.  (E)  Discussion and Possible Acceptance or Waiver of Contingencies Related to Purchase and Sale Agreement for Building Located at 4201 Guardian Street in Simi Valley (Oral)

A brief report was provided by Legal Counsel Brian Pierik. He stated that the District is in a purchase agreement with the seller of the 4201 Guardian Street property. Under that purchase agreement the District has until June 22, 2015 to make a decision on whether to waive contingencies or not. Legal Counsel said they have reviewed with District staff the various documents received, including the preliminary title report and the Phase 1 Environmental and the soils report. The Phase 1 environmental did not recommend the need for a Phase 2. Legal Counsel stated that based on their review of all the documents, it is their recommendation that the District agree to waive the contingencies and authorize the District Manager to send a letter to the seller and escrow notifying them of that waiver. He also said they have been informed by the seller that they will grant a credit to the District of $10,000 as a partial compensation for some of the repairs, even though the property is being sold “as is”, provided the District agree to accept or waive all contingencies.

ACTION: Vice Chair Hostetler moved to Approve the Waiver of Contingencies Related to Purchase and Sale Agreement for Building Located at 4201 Guardian Street in Simi Valley, and Authorize the District Manager to Send a Letter to the Seller and Escrow Notifying Them of That Waiver; Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.

XIII.  ADJOURNMENT: Vice Chair Hostetler moved to adjourn the meeting at 8:37 p.m.; Director O’Brien seconded the motion. Motion carried with a unanimous vote.

Larry Peterson, District Clerk
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RANCHO SIMI RECREATION AND PARK DISTRICT
Interoffice Memorandum

Date: July 2, 2015
To: District Manager
From: Business and Accounting Supervisor
Re: Presentation of the Full-Time Employee of the Month for June 2015 to Dale Long

FULL-TIME EMPLOYEE OF THE MONTH FOR JUNE 2015

The Full-Time Employee of the Month for June 2015 is Dale Long. Dale has been working for the District since April 1988 in the Recreation Department. This is his sixth award for employee of the month.

NOMINATION NARRATION

The person who nominated Dale had this to say about him: Dale was nice enough to work with me and put my son into instructional youth basketball. My son has done a complete turnaround from last year when he did instructional. He has completely come out of his shell. He goes after the ball, he’s diving on the floor, and he loves the coach! What Dale has done for my son I’m sure he has been doing for other families for many years. He has given him confidence, now he knows that he can be good at something. This has helped him with his confidence in school; he goes to school and is making friends by telling them how good he is in basketball. Dale gave him that “little extra” without even knowing it. I love working with Dale and hope to do so for more years to come!

BOARD ACTION

Dale has been invited to attend the July 2, 2015 board meeting to receive a plaque and a day off with pay from the board chair.

Theresa Pennington
Business and Accounting Supervisor
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: July 2, 2015

TO: District Manager

FROM: Director of Planning and Maintenance

SUBJECT: Approval of Notice of Completion and Final Acceptance for Weed Abatement Services at Various District Parks and Open Space Areas

At its meeting of May 7, 2015, the Board of Directors awarded a contract to Premier Trees and Landscape in the amount of $32,500.00 for the District’s weed abatement contract. As was done last year, the District combined the scope-of-work for weed abatement in Simi Valley and Oak Park under one publicly bid contract.

The project was completed on June 24, 2015. The Contractor has fulfilled all contractual obligations. At the time of contract award, the Board of Directors authorized an expenditure of up to 18.5%, or $6,000.00, of the awarded contract for additional weed abatement if required.

One Change Order in the amount of $6,000.00 was issued for the project for additional weed abatement requested by the Ventura County Fire Prevention District along the easterly boundary of North Medea Creek between the Firehouse and Doubletree. This work involved clear cutting all overhanging brush hanging over the chain link fence, upsinking specimen shrubs to 3’ within 100 feet of any structures, and uplifting any specimen trees to 5’ within the 100 foot zone of any structures in the subject area. The final cost of the contract is therefore $38,500.00.

Board Action Requested:

That the Board of Directors accept the work as complete for the Weed Abatement Services at Various District Parks and Open Space Areas Project and authorize the final payment.

Wayne Nakaoka
Director of Planning and Maintenance

WN:bjm
NOTICE OF ACCEPTANCE

Notice is hereby given that on July 2, 2015, the Rancho Simi Recreation and Park District, organized and existing under Division 5, Chapter 4 of the California Public Resources Code, accepted the Weed Abatement Services at Various District Parks and Open Space Areas Project from Premier Trees and Landscape, 4808 Promenade St., Simi Valley, CA 93063 of the sites commonly known as Sisken Street, Tierra Rejada, Mt. McCoy, Mt. McCoy Open, Sinaloa Golf Course, Challenger Park, Atherwood Park, Sycamore Park, Sycamore Park West, Sycamore Park South, Simi Hills Golf Course, Picket Hill, Chumash Park, Box Canyon, Lilac Lane, and various open space areas in Simi Valley and Oak Park, CA, in the County of Ventura, State of California, as more fully described in Exhibit “A”, attached hereto and by this reference made a part thereof.

Dated: July 2, 2015

Rancho Simi Recreation and Park District

By: ________________________________
   Elaine L. Freeman, Chair
   Board of Directors
NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is: RANCHO SIMI RECREATION AND PARK DISTRICT
3. The full address of the undersigned is: 1692 Sycamore Drive, Simi Valley, California 93065
4. The nature of the title of the undersigned is: In fee.
5. The full names and full addresses of all persons and entities, if any, who hold title with the undersigned are:
   NAMES ADDRESS
   None

6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to:
   NAMES ADDRESS
   None

7. A work of improvement consisting of the Weed Abatement Services at Various District Parks and Open Space Areas Project was completed on June 24, 2015.
8. The name of the contractor for such work of improvement was Premier Trees and Landscape, 4808 Promenade St., Simi Valley, CA 93063.
9. The properties on which said work of improvement was completed are in Simi Valley and Oak Park, County of Ventura, State of California, and are described as follows: Siskin Street, Tierra Rejada, Mt. McCoy, Mt. McCoy Open Space, Sinaloa Golf Course, Challenger Park, Atherwood Park, Sycamore Park, Sycamore Park West, Sycamore Park South, Simi Hills Golf Course, Picket Hill, Chumash Park, Box Canyon, Lilac Lane, and various open space areas in Simi Valley and Oak Park, CA, County of Ventura, State of California, as more fully described in Exhibit “A” attached hereto and by this reference made a part hereof.
10. The street addresses of said properties are (see No. 9 above).

Dated: July 2, 2015

Rancho Simi Recreation and Park District

By: ________________________________
   Elaine L. Freeman, Chair, Board of Directors

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the state of California that I am the Chairman of the Board of Directors of the owner of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

July 2, 2015, Simi Valley, California

Elaine L. Freeman, Chair, Board of Directors
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## EXHIBIT “A” (CONTINUED)

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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: June 26, 2015
TO: District Manager
FROM: Senior Management Analyst
SUBJECT: Approval of Option and Land Lease Agreement Between Los Angeles SMSA Limited Partnership, DBA Verizon Wireless, and Rancho Simi Recreation and Park District for a Wireless Telecommunications Site at Mayfair Park

Background

In early 2014, Verizon Wireless representatives approached the Rancho Simi Recreation and Park District staff expressing an interest in constructing a wireless telecommunications facility (cell site) on Park District property located in close enough proximity to the Simi Town Center that it would improve cell service to the Town Center and surrounding areas. After evaluating several locations, Verizon engineers ultimately determined that a cell site at Mayfair Park would meet Verizon's transmission needs.

Staff reviewed Verizon's preliminary plans indicating the proposed access route and the location of the cell tower and equipment enclosure. Attachment A provides a graphic overview of the park. The proposed equipment easement area (orange rectangle) is located within a planter area that has no current or planned recreational use. The proposed access road (orange line) utilizes the existing maintenance vehicle road/concrete sidewalk. After the review, staff was satisfied that the proposed facility would not interfere with public use of the park or diminish its recreational value to the community.

Attachment B provides four Photosim views illustrating the "before" and "after" appearance of the proposed cell site location. View 1 shows the site from the east; View 2 from the south, View 3 from the southwest, and View 4 is looking north towards the park from Rio Vista Court. The proposed construction plans are provided in Attachment C.

Verizon's proposal was presented to the Park District's Advance Planning Committee for review on March 12, 2014. The Committee approved the preliminary plans and authorized staff to proceed with negotiations regarding the terms of the Lease Agreement.
Since March 2014 Verizon has submitted the plans to the City of Simi Valley for review and is moving forward with the development process. Additionally, an Option and Lease Agreement have been negotiated between Verizon and the Park District.

The Option and Land Lease Agreement (Attachment D) has been reviewed and approved by the Park District's Legal Counsel. The proposed lease term is for 25 years, with an initial five (5) year lease term and four (4) additional five (5) year renewal terms. The anticipated revenue from the lease for the telecommunications facility is $2,300 per month ($27,600 annually), with a three percent (3%) annual rent increase. The total revenue generated over the life of the lease is expected to be $1,006,276.

Also included in Attachment D is a Memorandum of Option and Land Lease Agreement. The Memorandum has also been reviewed and approved by the Park District's Legal Counsel. The Memorandum fulfills the requirements stated in Paragraph 26 of the Lease Agreement wherein the Park District agrees to execute a Memorandum of Option and Land Lease Agreement which may be recorded with the Ventura County Recorder.

**Board Action Requested:**

Staff requests that the Board:

(1) Approve the Option and Land Lease Agreement Between Los Angeles SMSA Limited Partnership, DBA Verizon Wireless, and Rancho Simi Recreation and Park District for a Wireless Telecommunications Site at Mayfair Park and the Memorandum of Option and Land Lease Agreement; and

(2) Authorize the District Manager to execute the Lease Agreement and the Memorandum on behalf of the Park District.

Robin Walker  
Senior Management Analyst
ATTACHMENT A

Graphic Overview of Mayfair Park
ATTACHMENT B

Photosims of Proposed Cell Site
ATTACHMENT C

Proposed Construction Plans
ATTACHMENT D

Option and Land Lease Agreement
and
Memorandum of Option and Land Lease Agreement
OPTION AND LAND LEASE AGREEMENT

This Option and Land Lease Agreement ("Agreement") made this ___ day of __________, 2015, between Rancho Simi Recreation and Park District, with its principal offices located at 1692 Sycamore Dr., Simi Valley, California 93065, hereinafter designated LESSOR and Los Angeles SMSA Limited Partnership, dba Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

LESSOR is the owner of that certain real property located at 2550 Caldwell Avenue, Simi Valley, California (the entirety of LESSOR's property is referred to hereinafter as the "Property" and is legally described in Exhibit "A" attached hereto and made a part hereof). LESSEE desires to obtain an option to lease a portion of said Property, being described as a twenty-three foot, six inch (23'6") by thirty-eight foot, two inch (38'2") parcel containing approximately eight hundred ninety-seven (897) square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a right-of-way extending from the nearest public right-of-way, Caldwell Avenue, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along said rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") are graphically described in Exhibit "B" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum of One Thousand Five Hundred Dollars ($1,500.00), to be paid by LESSEE to LESSOR, LESSOR hereby grants to LESSEE the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by LESSEE within forty five (45) days of full execution of this Agreement or of receipt by LESSEE from LESSOR of the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below, whichever occurs later. The providing by LESSOR of Rental Documentation to LESSEE shall be a prerequisite for the payment of the foregoing amount or any other option or rental payment, if applicable, by LESSEE, and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any payment(s) until Rental Documentation has been supplied to LESSEE.

The option may be exercised at any time on or prior to twelve (12) months after the date of this Agreement. If the option has not been so exercised, it shall be automatically extended for one additional period of twelve (12) months, unless LESSEE gives written notice to the LESSOR of the intent not to extend prior to the end of the initial option period. If the option is extended, LESSEE shall make an additional payment of One Thousand Five Hundred Dollars ($1,500.00) to LESSOR within thirty (30) days of the option being extended, provided LESSOR has supplied to LESSEE the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, the LESSOR decides to subdivide, sell or change the status of the Property or LESSOR's
property contiguous thereto LESSOR shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

This option may be sold, assigned or transferred by LESSEE without any approval or consent of the LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE.

LESSOR shall permit LESSEE, during the option period, upon twenty-four (24) hour prior notice to LESSOR at Wayne Nakaoka, 805.584.4424 or 805.584.4418, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSER.

LESSOR agrees to execute a Memorandum of this Option to Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Option to Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option (the “Notice”) shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested, or by commercial courier. LESSEE shall be deemed to have exercised the option, and the following agreement shall take effect on the date specified in writing by LESSEE in the Notice:
LAND LEASE AGREEMENT

This Land Lease Agreement ("Agreement"), made this ___ day of ____________, 2015, between Rancho Simi Recreation and Park District, with its principal offices located at 1692 Sycamore Dr., Simi Valley, California 93065, hereinafter designated LESSOR and Los Angeles SMSA Limited Partnership, dba Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR’s property is referred to hereinafter as the “Property” and is legally described in Exhibit “A” attached hereto and made a part hereof), located at 2550 Caldwell Avenue, Simi Valley, California, and being described as a twenty-three foot, six inch (23’6”) by thirty-eight foot, two inch (38’2”) parcel containing approximately eight hundred ninety-seven (897) square feet (the “Land Space”), together with the non-exclusive right (the “Rights of Way”) for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a right-of-way extending from the nearest public right-of-way, Caldwell Avenue, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along said rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the “Premises”) are graphically described in Exhibit “B” attached hereto and made a part hereof.

In the event any public utility is unable to use the Rights of Way, LESSOR hereby agrees to grant an additional right-of-way either to LESSEE or to the public utility at no cost to LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit “C” which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit B.” Cost for such work shall be borne by LESSEE.

3. TERM; RENTAL. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of $27,600.00 to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Commencement Date shall be the first day of the month in which notice of the exercise of the option, as set forth above, is effective. However, LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the exercise of the option is effective.
Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR’s interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSOR’s reasonable discretion, evidencing LESSOR’s good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation related to LESSOR’s title and interest in the Property requested by LESSEE in LESSEE’s reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s) or transferee(s) of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s) or transferee(s) of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s) or transferee(s) of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. **EXTENSIONS.** This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. **ANNUAL RENTAL INCREASES.** Commencing on the first annual anniversary of the Commencement Date and on each annual anniversary of the Commencement Date thereafter, the annual rent payable by LESSEE to LESSOR shall increase by an amount equal to three percent (3%) of the annual rent in effect during the immediately preceding year.

6. **ADDITIONAL EXTENSIONS.** If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5)
years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall continue to increase as provided in Paragraph 5 above. The initial term and all extensions shall be collectively referred to herein as the "Term."

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the specific result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's specific improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE: GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining
after the execution date of this Agreement all of the certificates, permits and other approvals
(collectively the "Governmental Approvals") that may be required by any Federal, State or Local
authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as
set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and
shall take no action which would adversely affect the status of the Property with respect to the
proposed use thereof by LESSEE. In the event that (i) any of such applications for such
Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to
LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental
authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a
timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE
determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in
its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE
shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to
terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall
be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by
LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such
termination, this Agreement shall be of no further force or effect except to the extent of the
representations, warranties and indemnities made by each Party to the other hereunder. Otherwise,
the LESSEE shall have no further obligations for the payment of rent to LESSOR.

In the event LESSEE elects to terminate this Agreement in accordance with Subsections (v)
or (vi) of Paragraph 8 above, LESSEE shall pay LESSOR an amount equal to three (3) months of
the monthly rent in effect on such termination. The foregoing termination payment shall be made by
LESSEE within forty five (45) days following such termination.

9. **INDEMNIFICATION.** Subject to Paragraph 10 below, each Party shall indemnify
and hold the other harmless against any claim of liability or loss from personal injury or property
damage resulting from or arising out of the negligence or willful misconduct of the indemnifying
Party, its employees, contractors or agents, except to the extent such claims or damages may be
due to or caused by the negligence or willful misconduct of the other Party, or its employees,
contractors or agents.

10. **INSURANCE.**

   a. The Parties hereby waive and release any and all rights of action for negligence
   against the other which may hereafter arise on account of damage to the Premises or to the
   Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance
   policies with extended coverage, regardless of whether or not, or in what amounts, such
   insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases
   shall apply between the Parties and they shall also apply to any claims under or through either
   Party as a result of any asserted right of subrogation. All such policies of insurance obtained by
   either Party concerning the Premises or the Property shall waive the insurer's right of subrogation
   against the other Party.
b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than $5,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured. LESSOR may satisfy the requirements of this Paragraph 10 by maintaining liability coverage through a joint power authority.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR. In the event LESSEE elects to terminate this Agreement in accordance with this Paragraph, LESSEE shall pay LESSOR an amount equal to three (3) months of the monthly rent in effect on such termination. The foregoing termination payment shall be made by LESSEE within forty five (45) days following such termination.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE’s equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE’s option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to timely remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM; RELOCATION.

a. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s), equipment,
conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

b. LESSOR, on one (1) occasion, may relocate LESSEE to another location on the LESSOR's Property (herein referred to as the "Alternate Property"), provided:

i. the Alternate Property is similar to LESSEE's current Premises in size and is compatible for LESSEE’s use in LESSEE’s sole discretion;

ii. LESSOR shall pay all costs incurred by LESSEE for relocating LESSEE's equipment from the Premises to a mutually agreeable site and improving the Alternate Property so that the Alternate Property is substantially similar to the original Premises, including all costs incurred to obtain all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities as well as any satisfactory soil boring tests which will permit LESSEE use of the Alternate Property as set forth hereinabove;

iii. LESSOR shall give LESSEE at least six (6) months written notice before requiring LESSEE to relocate; and

iv. LESSEE’s service will not be interrupted and LESSEE shall be allowed if necessary to place a temporary cell site and antenna structure on LESSOR's Property during relocation.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger
portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer in its entirety. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR’s interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR’s family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE’s rights hereunder under the terms of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR’s title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.
21. GOVERNING LAW. This Agreement and the performance thereof shall be
governed, interpreted, construed and regulated by the Laws of the State in which the Property is
located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the
LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates,
subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's
assets in the market defined by the Federal Communications Commission in which the Property
is located by reason of a merger, acquisition or other business reorganization. As to other parties,
this Agreement may not be sold, assigned or transferred without the written consent of the
LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No
change of stock ownership, partnership interest or control of LESSEE or transfer upon
partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.
LESSEE may sublet the Premises upon LESSOR's prior, written consent, which consent shall
not be unreasonably withheld, conditioned or delayed. Any sublease that is entered into by
LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the
successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly
given if sent by certified mail, return receipt requested or by commercial courier, provided the
courier's regular business is delivery service and provided further that it guarantees delivery to
the addressee by the end of the next business day following the courier's receipt from the sender,
addressed as follows (or any other address that the Party to be notified may have designated to
the sender by like notice):

LESSOR: Rancho Simi Recreation and Park District
1692 Sycamore Drive
Simi Valley, California 93065
Attn: District Manager

LESSEE: Los Angeles SMSA Limited Partnership,
dba Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained
pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal
representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall use
commercially reasonable efforts to obtain not later than forty-five (45) days following the
execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing
mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option,
this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lessor or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lessor or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and upon notice to LESSOR and a five (5) day opportunity to cure, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not
maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSOR shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE’s ability to conduct its business on the Property; provided, however, that if the nature of LESSOR’s obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so) following notice to the defaulting Party and a five (5) day opportunity to cure following the defaulting Party’s receipt of the notice, perform the defaulting Party’s duty or obligation on the defaulting Party’s behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, the non-defaulting Party shall use reasonable efforts to mitigate its damages in connection with a default by the defaulting Party. If LESSEE so performs any of LESSOR’s obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the lesser of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.
29. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE. This paragraph will not apply if such conditions were caused by LESSEE, and LESSEE shall be required to take all action and cost to remedy such conditions.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR without penalty. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole but reasonable discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession)
terminate this Agreement without penalty as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively “Laws”). LESSEE shall, in respect to the condition of the Premises and at LESSEE’s sole cost and expense, comply with (a) all Laws relating solely to LESSEE’s specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.
IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

Rancho Simi Recreation and Park District

By: ____________________________
Name: Larry Peterson
Title: District Manager
Date: __________________________

LESSEE:

Los Angeles SMSA Limited Partnership,
dba Verizon Wireless

By: AirTouch Cellular
Its: General Partner

By: ____________________________
Name: Harold W. Navarre
Title: Executive Director - Network
Date: 6/12/15
Exhibit "A"

(Legal Description of the Property)

A.P.N.: 612-0-012-100

Real property in the City of Simi Valley, County of Ventura, State of California, described as follows:

THAT PORTION OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 18 WEST, OF THE RANCHO SIMI, IN THE CITY OF SIMI VALLEY, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 3 PAGE 7 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF TRACT NO. 1714-1, RECORDED IN BOOK 44 PAGE 94 TO 99 INCLUSIVE OF MISCELLANEOUS RECORDS, WITH THE CENTERLINE OF EAST COCHRAN STREET (60.00 FEET WIDE) AS SHOWN ON SAID TRACT NO. 1714-1; THENCE NORTH 0° 00' 23" WEST 1077.78 FEET; THENCE NORTH 89° 58' 22" WEST 153.34 FEET TO THE TRUE POINT OF BEGINNING; SAID POINT OF BEGINNING BEING ALSO A POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE LAND DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED IN BOOK 3559 PAGE 401 OFFICIAL RECORDS OF SAID COUNTY, WITH THE WESTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN DEED TO THE SIMI VALLEY SCHOOL DISTRICT, RECORDED IN BOOK 2987 PAGE 140 OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE SOUTH 0° 00' 23" EAST 3.42 FEET; THENCE LEAVING SAID WESTERLY LINE, SOUTH 37° 04' 19" WEST 5.29 FEET; THENCE, SOUTH 66° 30' 09" WEST 32.56 FEET; THENCE, NORTH 87° 34' 21" WEST 60.78 FEET; THENCE, SOUTH 37° 04' 19" WEST 50.00 FEET; THENCE, SOUTH 52° 55' 41" EAST 32.00 FEET; THENCE, SOUTH 37° 04' 19" WEST 17.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 360.00 FEET; THENCE, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44° 18' 56" AN ARC DISTANCE OF 278.44 FEET TO A POINT ON A NONTANGENT LINE, A RADIAL LINE TO SAID POINT BEARS SOUTH 89° 36' 45" EAST; THENCE, ALONG SAID NONTANGENT LINE, SOUTH 84° 31' 04" WEST 36.62 FEET; THENCE, SOUTH 79° 05' 49" WEST 50.04 FEET; THENCE, SOUTH 81° 23' 15" WEST 142.12 FEET; THENCE, SOUTH 83° 51' 51" WEST 35.86 FEET; THENCE, SOUTH 79° 03' 39" WEST 55.23 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 440.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 20° 24' 45" WEST; THENCE, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 00' 00", AN ARC DISTANCE OF 138.23 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 51° 35' 15" WEST 26.24 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 262.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 55° 16' 45" WEST; THENCE, NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 44' 35", AN ARC DISTANCE OF 140.58 FEET TO A POINT DISTANT SOUTH 0° 01' 20" WEST 212.68 FEET FROM THE SOUTHERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED OCTOBER 3, 1969, AS DOCUMENT NO. 52957, IN BOOK 3559 PAGE 401 OF OFFICIAL RECORDS, BEING THE WESTERLY TERMINUS OF THAT CERTAIN COURSE RECITED AS "SOUTH 87° 42' 30" WEST, 800.62 FEET", IN SAID DEED; THENCE, TANGENT TO SAID CURVE, NORTH 0° 01' 20" EAST 212.68 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 87° 17' 17" EAST 502.14 FEET; THENCE, NORTH 89° 58' 22" WEST 331.22 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL MINERALS, OIL GAS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND AND WITHOUT RIGHT OF ENTRY TO THE SURFACE OF SAID LAND FOR ANY PURPOSE, AS RESERVED BY EMILIO J. LAGOMARSINO AND MARJORIE E. LAGOMARSINO, HUSBAND AND WIFE AND RICHARD A. LAGOMARSINO, CATHERINE LAGOMARSINO WOOD AND ROBERT J. LAGOMARSINO IN DEED RECORDED MAY 1, 1978 IN BOOK 5106, PAGE 400 OF OFFICIAL RECORDS.
Exhibit “B”

(Sketch of Premises within Property)
MEMORANDUM OF OPTION AND LAND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION AND LAND LEASE AGREEMENT ("Memorandum") evidences that an Option and Land Lease Agreement was entered into as of ______________, 2015 (the "Agreement"), by and between Rancho Simi Recreation and Park District ("LESSOR"), and Los Angeles SMSA Limited Partnership, dba Verizon Wireless, with its principal offices located at 180 Washington Valley Road, Bedminster, New Jersey 07921 ("LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. LESSOR and LESSEE entered into an Option and Land Lease Agreement ("Agreement") on ______________, 2015 for an initial term of five (5) years, commencing on the Commencement Date as defined in the Agreement. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The total guaranteed term of the Agreement is less than 35 years.

2. LESSOR is the owner of that certain parcel of property located at 2550 Caldwell Avenue, Simi Valley, California, which is legally described on Exhibit "A" attached hereto and made a part hereof (the entirety of the property is referred to hereinafter as the "Property"). Pursuant to the Agreement, LESSEE has an option to lease a portion of the Property from LESSOR, as more particularly described in the Agreement, together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way to the demised premises.

3. The Commencement Date of the Agreement, of which this is a Memorandum, is defined in the Agreement.

4. LESSEE has the right of first refusal to purchase the Property throughout the term of the Agreement.

5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the
respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, LESSOR and LESSEE have duly executed this Memorandum of Option and Land Lease Agreement as of the day and year first above written.

LESSOR:

Rancho Simi Recreation and Park District

By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

LESSEE:

Los Angeles SMSA Limited Partnership,
dba Verizon Wireless

By: AirTouch Cellular
Its: General Partner

By: ________________________________
Name: Harold W. Navarre
Title: Executive Director – Network
Date: ______________________
LESSOR ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )
COUNTY OF )

On ______________, before me, ________________________, personally appeared ________________________, 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.

Notary Public

LESSEE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Orange )

On ______________ before me, ________________________, Notary Public, personally appeared Harold W. Navarre, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 of Notary Public
Exhibit A

Legal Description

A.P.N.: 612-0-012-100

Real property in the City of Simi Valley, County of Ventura, State of California, described as follows:

THAT PORTION OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 18 WEST, OF THE Rancho Simi, in the City of Simi Valley, County of Ventura, State of California, as shown on Map recorded in Book 3 Page 7 of Miscellaneous Records, in the Office of the County Recorder of Said County, described as follows:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF TRACT NO. 1714-1, RECORDED IN BOOK 44 PAGE 94 TO 99 INCLUSIVE OF MISCELLANEOUS RECORDS, WITH THE CENTERLINE OF EAST COCHRAN STREET (80.00 FEET WIDE) AS SHOWN ON SAID TRACT NO. 1714-1; THENCE NORTH 0° 00' 23" WEST 1077.78 FEET; THENCE SOUTH 89° 58' 22" WEST 153.34 FEET TO THE TRUE POINT OF BEGINNING; SAID POINT OF BEGINNING BEING ALSO A POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE LAND DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED IN BOOK 3559 PAGE 401 OFFICIAL RECORDS OF SAID COUNTY, WITH THE WESTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN DEED TO THE SIMI VALLEY SCHOOL DISTRICT, RECORDED IN BOOK 2987 PAGE 140 OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE SOUTH 0° 00' 23" EAST 3.42 FEET; THENCE LEAVING SAID WESTERLY LINE, SOUTH 37° 04' 19" WEST 5.29 FEET; THENCE, SOUTH 66° 36' 09" WEST 32.86 FEET; THENCE, NORTH 87° 34' 21" WEST 60.78 FEET; THENCE, SOUTH 37° 04' 19" WEST 50.00 FEET; THENCE, SOUTH 52° 55' 41" EAST 32.00 FEET; THENCE, SOUTH 37° 04' 19" WEST 17.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWesterLY HAVING A RADIUS OF 360.00 FEET; THENCE, SOUTHWesterLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44° 18' 56" AN ARC DISTANCE OF 278.44 FEET TO A POINT ON A NONTANGENT LINE; A RADIAL LINE TO SAID POINT BEARS SOUTH 89° 36' 45" EAST; THENCE, ALONG SAID NONTANGENT LINE, SOUTH 84° 31' 04" WEST 35.62 FEET; THENCE, SOUTH 79° 05' 03" WEST 50.64 FEET; THENCE, SOUTH 81° 23' 15" WEST 142.12 FEET; THENCE, SOUTH 82° 51' 51" WEST 35.86 FEET; THENCE, SOUTH 70° 03' 39" WEST 55.23 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE SOUTHWesterLY HAVING A RADIUS OF 440.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 20° 24' 45" WEST; THENCE, SOUTHWesterLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 00' 00", AN ARC DISTANCE OF 138.23 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 51° 35' 15" WEST 26.24 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE NORTHWesterLY HAVING A RADIUS OF 262.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 59° 16' 45" WEST; THENCE, NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 44' 35", AN ARC DISTANCE OF 140.58 FEET TO A POINT DISTANT SOUTH 0° 01' 20" WEST 212.68 FEET FROM THE SOUTHERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED OCTOBER 3, 1969, AS DOCUMENT NO. 52957, IN BOOK 3559 PAGE 401 OF OFFICIAL RECORDS, BEING THE WESTERLY TERMINUS OF THAT CERTAIN COURSE RECITED AS "SOUTH 87° 42' 30" WEST 800.62 FEET", IN SAID DEED; THENCE, TANGENT TO SAID CURVE, NORTH 0° 01' 20" EAST 212.68 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 87° 17' 17" EAST 502.14 FEET; THENCE, NORTH 89° 58' 22" EAST 331.22 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND AND WITHOUT RIGHT OF ENTRY TO THE SURFACE OF SAID LAND FOR ANY PURPOSE, AS RESERVED BY EMILIO J. LAGOMARSINO AND MARJORIE E. LAGOMARSINO, HUSBAND AND WIFE AND RICHARD A. LAGOMARSINO, CATHERINE LAGOMARSINO WOOD AND ROBERT J. LAGOMARSINO IN DEED RECORDED MAY 1, 1978 IN BOOK 5106, PAGE 400 OF OFFICIAL RECORDS.
NOTES:

1. NSM VERIZON WIRELESS 23'-6" X 30'-3"
   (APPROX. 897 SQ. FT.) EQUIPMENT LEASE
   AREA LOCATED ON EXISTING GROUND LEVEL.

2. EXISTING CURB MEDIAN

3. EXISTING RESIDENTIAL AREA

4. EXISTING RASTERIZATION

5. EXISTING LANDSCAPE

6. EXISTING IRONWORK

7. PROPOSED LESSEE NON EXCLUSIVE PARKING SPACE

8. PROPOSED LESSEE UTILITY ROUTE FROM P.O.C. TO
   PROPOSE LEASE AREA.

9. EXISTING POWER/COMB I/O C.J. FOR ANLS.

10. EXISTING I/O C.J. BOX I/O C.J. FOR TV.

11. PROPOSED LESSEE ACCESS ROUTE.

NOTE: The exhibit either (i) consists of
      drawings which contain dimensions sufficient to
      locate all aspects of the premises (which can
      be difficult, if not impossible for many
      irregularly shaped premises), or (ii) scaled
      drawings, with a graphical scale printed on the
      drawing, such that even if the drawing is
      reduced, there is some way of measuring and
      identifying the location of the premises.

NOTE: Proposed lease consida for utilities run
from existing point of connection to lease area.
Power and telex to be coordinated by utilities
coordinator. Contractor to verify exact mounting
location.

APN: 612-0-012-100

SIMI TOWN CENTER

2330 CALDWELL AVENUE
SIMI VALLEY, CA 93065

COMPLETE WIRELESS CONSULTING
KELLEN FARNHAM: (916) 709-2057

11-20-14

LEASE EXHIBIT
DATE: July 2, 2015

TO: Board of Directors

FROM: District Manager

SUBJECT: Selection of Candidate for Seat A of the CSDA Board of Directors Election 2015

SUMMARY

The District recently received an official ballot from CSDA listing three candidates vying to serve on Seat A of the CSDA Board of Directors: Robert Blair, Nipomo Community Services District, Peter Le, Marina Coast Water District, and Elaine Magner, Pleasant Valley Recreation and Park District. A copy of the Ballot and Candidate Statements are attached. Staff recommends the Board select a candidate and direct the District Manager to complete and return the ballot to CSDA.

BOARD ACTION REQUESTED

Staff recommends the Board select a candidate and direct the District Manager to complete and return the ballot to CSDA.

[Signature]
Larry Peterson
District Manager
CSDA BOARD OF DIRECTORS
2015 ELECTION

COASTAL NETWORK

☐ Robert Blair
Nipomo Community Services District

☐ Peter Le
Marina Coast Water District

☐ Elaine Magner
Pleasant Valley Recreation & Park District

Please vote for only one.

* incumbent running for re-election

SIGNATURE: ____________________________ DATE: ____________
MEMBER DISTRICT: ____________________

Must be received by 5pm, August 7, 2015. CSDA, 1112 I Street, Suite 200, Sacramento, CA 95814
CALIFORNIA SPECIAL DISTRICTS ASSOCIATION

2015 BOARD ELECTIONS

MAIL BALLOT INFORMATION

Dear Member:

A mail ballot has been enclosed for your district’s use in voting to elect a representative to the CSDA Board of Directors in your Network for Seat A. Each of CSDA’s six (6) networks has three seats on the Board. Each of the candidates is either a board member or management-level employee of a member district located in your network. Each Regular Member (district) in good standing shall be entitled to vote for one (1) director to represent its network.

We have enclosed the candidate information for each candidate who submitted one. Please vote for only one candidate to represent your network in Seat A and be sure to sign, date and fill in your member district information. If any part of the ballot is not complete, the ballot will not be valid and will not be counted.

Please utilize the enclosed return envelope to return the completed ballot. Ballots must be received at the CSDA office at 1112 I Street, Suite 200, Sacramento, CA 95814 by 5:00pm on Friday, August 7, 2015.

If you do not use the enclosed envelope, please mail in your ballot to:
California Special Districts Association
Attn: 2015 Board Elections
1112 I Street, Suite 200
Sacramento, CA 95814

Please contact Charlotte Lowe toll-free at 877.924.CSDA or charlottel@cxda.net with any questions.
Hello!

My Name is Dr. Robert L. "Bob" Blair,

I am one of the candidates running for Seat A in the Coastal Network of the California Special Districts Association.

Why should you elect me over the other aspiring CSDA Candidates?

1. I have prior experience. I served on the CSDA Board as a representative of Region 4 from 2002 to 2004. During that time, I served on the committee that returned the ERAF money to the Cities, Counties, & Special Districts.

2. I hold a Doctor of Pharmacy Degree from the University of California Medical Center in San Francisco (UCSF) and an AA degree from San Francisco City College. I also hold two valid Pharmacy licenses (California & Nevada).

3. I have been married to my wife Eileen for over 60 years. Together we have raised three very successful adult children: Lisa, Lodene & James.

4. I served on the NCSD Board of Directors from 1994 to 2004. In 2012, I ran a successful campaign, was the top vote getter by a large margin, and returned to the NCSD for 4 more years.

5. I have a strong longtime personal relationship with our current 35th District Assemblyman Katcho Achadjian. Katcho and I both ran for local office in San Luis Obispo County in 1994.

6. I never missed a meeting when I represented CSDA Region 4 in 2002-2004. I will give you 100% of my time, if you give me your Vote in this coming election.

7. I have been involved in Water, Land use, and planning at the State & Local levels for some 35 years. Please let me put my many talents and experience to work for all the people of Coastal Network.

Please vote to put “Dr. Bob back on the job”. Thank you.

Sincerely,

[Signature]

Dr. Robert L. “Bob” Blair
Director Nipomo Community Service District

Active member of:
San Luis Obispo Sheriff Advisory Council
Nipomo Chamber of Commerce
CA Sheriff’s Association
Candidate Statement for Peter Le

"Peter is a California licensed Civil Engineer with over 30 years of experience including water and wastewater. The majority of his experience was with local governments in the US and a few years in New Zealand and Australia.

Elected in 2012, Peter completed the entire CSDA modules for elected Directors. He attended CSDA, ACWA and AWWA annual conferences.

Peter received his Bachelor of Civil Engineering from University of Auckland in 1978 and Executive Master of Public Administration from Golden Gate University in 2007. He previously hold California wastewater license and QSD/QSP".
My Fellow CSDA Members,

I am requesting your support for my election as representative to the California Special Districts Association (CSDA), Board of Directors for the Coastal Network.

As the current Chairperson of the Board of Directors for the Pleasant Valley Recreation and Park District (PVRPD), I support CSDA’s on-going efforts to offer educational classes and informative conferences and their active monitoring of legislative and policy proposals that greatly affect District operations. Through my involvement with CSDA I actively serve on the Fiscal and Audit Committees and Legislative Feedback group and have previously served on the By-laws and Elections Committee.

If elected, I will work with the other Board Members and CSDA staff to increase memberships, lower membership fees and other expenses, and continue to enhance the service provided to the member agencies.

I have been on the PVPRD Board of Directors since February 2008. I have served as Board President twice, serve on the Personnel and Finance committees and am PVPRD’s representative to the Ventura County Special Districts Association (VCSDA) and CSDA. I was honored by VCSDA by being named the 2014 Director of the Year. I worked in Public Service for 31 years in law enforcement Human Resources. Additionally, I worked as a contract investigator for the Department of Justice for 10 years following my retirement. My experience on the Pleasant Valley Recreation and Park District (PVRPD) Board of Directors and my work as a public servant has provided me with a solid foundation of experience and prepared me to represent your District’s interests on the CSDA Board of Directors.

I would appreciate the opportunity to serve as a Coastal Network representative on the CSDA Board of Directors and respectfully ask for your vote.

Sincerely,

Elaine L. Magner, Director
Pleasant Valley Recreation and Park District
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE:         July 2, 2015

TO:           Board of Directors

FROM:         District Manager

SUBJECT:      Discussion and Possible Approval of Purchase of Building Located at 4201 Guardian Street in Simi Valley

SUMMARY

The Purchase and Sale Agreement for the building located 4201 Guardian Street, Simi Valley, was approved by the Board on May 7, 2015. That document was signed that night and delivered to escrow on the following day and May 8, 2015, began the start of the District’s contingency review period. The District’s due diligence included, among other things; property condition review, phase 1 environmental review, soils condition review, HVAC and other mechanical systems review, CC&R and Specific Plan review, structure and roof review, meeting with representatives of the American Jewish University, meeting with property owners and/or the representatives of property owners in the area, discussion with the Association Manager, discussions with City and County staff, and many discussions and meetings with broker, legal, and financial teams.

On June 18, 2015, the Board approved the waiver of contingencies. On June 19, 2015, staff notified the building owner representatives of the waiver of contingencies. On June 23, 2015, the Board approved financing documents were signed by the District Chair. The Purchase and Sale Agreement required Board approval of the purchase within 10 days of its acceptance or waiver of contingencies. However, the building owner agreed to an escrow amendment allowing the Board to consider the purchase for approval 3 days thereafter, which is now the date of the Board’s meeting on July 2, 2015. If the Board approves the purchase of the building on July 2, 2015, then the District must notify the broker for the building owner and the escrow officer of that approval by July 6, 2015. The Board should now discuss and determine whether or not to approve the purchase of the building located at 4201 Guardian Street.

BOARD ACTION REQUESTED

Staff recommends the Board discuss and determine whether to approve the purchase of the building located at 4201 Guardian Street in Simi Valley.

Larry Peterson
District Manager