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

<table>
<thead>
<tr>
<th>Chair</th>
<th>Vice Chair</th>
<th>Director</th>
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<th>Director</th>
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<tr>
<td>Gene Hostetler</td>
<td>Kate O’Brien</td>
<td>Dee Dee Cavanaugh</td>
<td>Elaine Freeman</td>
<td>Mark Johnson</td>
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STAFF

District Manager

Larry Peterson
I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. PUBLIC STATEMENTS (ITEMS NOT ON THE AGENDA)

IV. APPROVAL OF MINUTES

A. Regular Meeting – March 17, 2016

V. SCHEDULED ITEMS AND PUBLIC HEARINGS

A. Presentation of the Full-time Employee of the Month for February 2016 to Tracy Heminuk 35-16-g

B. Presentation of the Part-time Employee of the Month for March 2016 to Alex Barsky 35-16-h

VI. CONSENT AGENDA**

A. Approval of Check Registers: 3/18/16 (payroll); 3/15/16, 3/31/16 (payables)

** 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. Approval of a Resolution Granting a Conservation Easement Deed Over a 6.5-Acre Portion of Property Commonly Known as Rocky Pointe Natural Park and Identified as Ventura County Assessor’s Parcel Number 637-0-070-340 Located in Simi Valley, California 190-16-a

B. Request by Santa Susana Railroad Depot and Museum Director to Incorporate the Upstairs Portion of the Depot Into the Existing Museum 123A-16-a

C. Authorization to Solicit Bids for Weed Abatement Services at Various District Parks and Open Space Areas 7-16-d

D. Discussion and Possible Approval to Install a Disc Golf Course Within the District’s Sycamore Park 140-16-b 56-16-a
E. Discussion and Possible Approval of an Amendment to the  
Purchase and Sale Agreement Between the Rancho Simi  
Recreation and Park District, Area Housing Authority of the  
County of Ventura, and USA Properties for the Purchase and  
Sale of the District’s Property Located at 1692 Sycamore Drive  
in Simi Valley Extending the Contingency Date from March 31,  
2016 to April 29, 2016

IX. WRITTEN COMMUNICATIONS OF NOTE

None

X. REPORTS BY BOARD MEMBERS

XI. REPORT BY DISTRICT MANAGER

XII. CLOSED SESSION

A. 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

B. Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator

Re: Land Acquisition: Property Located in Ventura County Commonly  
Referred to as Alamos Canyon Located West  
Adjacent to the Simi Valley Landfill and Recycling Center
Assessor Parcel Numbers:

615-0-150-37  615-0-150-35
615-0-150-32 (portion)  615-0-150-28
615-0-150-14  615-0-150-13
615-0-110-13 (portion)  500-0-292-26
500-0-292-25  500-0-292-24
500-0-292-23  500-0-292-18
500-0-292-17 (portion)  500-0-292-15
500-0-292-10  500-0-291-32
500-0-291-28  500-0-291-26
Which together total approximately 326 acres

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

Negotiating Parties: The Nature Conservancy and Waste Management

Under Negotiation: 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.
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MINUTES
RANCHO SIMI RECREATION AND PARK DISTRICT
REGULAR MEETING, BOARD OF DIRECTORS
1692 SYCAMORE DRIVE, SIMI VALLEY, CA 93065
MARCH 17, 2016, 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 Cavanaugh, Freeman, Johnson, Vice Chair O’Brien, Chair Hostetler

Staff: Juan Acosta, Jerry DeRosa, Frank Flores, Sheldon Kaminsky, Doug Gale, Ron Marino, Jim Mascola, Wayne Nakaoka, Carol Odenberg, Theresa Pennington, Larry Peterson, Brian Pierik, Esq., Brian Reed, Robin Walker, Steve Williams

Guests:

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

None.

IV. APPROVAL OF MINUTES:

(A) Approval of Minutes of the Regular Meeting – March 3, 2016

ACTION: Director Johnson moved to Approve the Minutes of the Regular Meeting of March 3, 2016; Vice Chair O’Brien seconded the motion. Director Freeman abstained. Motion carried with a unanimous vote.

(B) Approval of Minutes of the Special Meeting – March 3, 2016

ACTION: Vice Chair O’Brien moved to Approve the Minutes of the Special Meeting of March 3, 2016; Director Johnson seconded the motion. Director Freeman abstained. Motion carried with a unanimous vote.

V. SCHEDULED ITEMS AND PUBLIC HEARINGS:

(A) Presentation of the Employee of the Part-time Employee of the Month for February to Frank Flores 35-16-f

Director of Administration reviewed the nomination, followed by the Chair presenting the Part-time Employee of the Month award to Frank Flores. Frank thanked the Board Members, District Manager, Director of Administration and Sr. Park Ranger for selecting him to be a Park Ranger with the District. He said that he appreciated the award and thanked his fellow Rangers and other employees. The Senior Park Ranger stated that Frank is a welcome addition to the Ranger
Program; he is a good Ranger and a true asset. The District Manager added that Frank plays a
critical role in making the public feel safe in the parks, and he appreciates all his fine efforts.

VI. CONSENT AGENDA:

(A) Approval of Check Registers: 3/4/16 (payroll); 2/29/16 (payables)

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

VII. CONTINUED BUSINESS:

None.

VIII. NEW BUSINESS:

(A) Approval of Notice of Completion and Final Acceptance for the Tree Pruning Services at
Various District Parks Project 7-16-c

ACTION: Director Freeman moved to Approve Notice of Completion and Final Acceptance
for the Tree Pruning Services at Various District Parks Project, and Authorize the Final Payment;
Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.

(B) Discussion Regarding Oak Park Committee Recommendation for Cell Phone Tower
Requirements 511-16-b

Vice Chair O’Brien stated that she has clients who work with cell phone companies, and
therefore recused herself from the meeting at 6:40 p.m.

Director Freeman asked if the Oak Park Parks and Recreation Committee was aware of this
ordinance; the District Manager responded yes. The Board asked staff to communicate to the
Committee at the next meeting the District’s intent that all monies from any cell phone towers
will stay in the District’s budget marked for Oak Park. No action was taken by the Board.

Vice Chair O’Brien returned to the meeting at 6:45 p.m.

(C) Approval of Resolution Adopting Policy Against Workplace Violence to be Incorporated into
Chapter 2 of the District’s Policy Manual as Chapter 2-2700 84-16-e

ACTION: Director Freeman moved to Approve Resolution No. 1915 as Amended, Adopting
Policy Against Workplace Violence to be Incorporated into Chapter 2 of the District’s Policy
Manual as Chapter 2-2700; Vice Chair O’Brien seconded the motion. Motion carried with the
following roll-call vote:

Ayes: Directors Johnson, Freeman, Cavanaugh, O’Brien, Hostetler
Noes: None
Absent: None
Abstain: None
(D) Approval of Resolution Modifying District Policy Manual, Chapter 7. Board of Directors, Board Meetings: Rules and Procedures Sections 7-100 to 7-118. 84-16-f

ACTION: Director Johnson moved to Approve Resolution No. 1916 Modifying District Policy Manual, Chapter 7. Board of Directors, Board Meetings: Rules and Procedures Sections 7-100 to 7-118; Vice Chair O’Brien seconded the motion. Motion carried with the following roll-call vote:

Ayes: Directors Johnson, Freeman, Cavanaugh, O’Brien, Hostettler
Noes: None
Absent: None
Abstain: None

IX. WRITTEN COMMUNICATIONS OF NOTE:

None.

X. REPORTS BY BOARD MEMBERS:

Director Cavanaugh attended a Soccer Foundation meeting. She said there was discussion about making meeting attendance mandatory. They want to find more ways in which they can work together and hold each other accountable, and have set rules. They discussed the condition of Field 1. Director of Recreation said the field will be closed for two months to restore the grass, and that they plan to reopen it before the Cajun Festival. Director Cavanaugh complimented Director Gale on his work with the Foundation, including the scheduling.

Director Freeman had California Special District Association’s first formal Legislative Committee meeting, and will be attending another Committee meeting on April 1st. They reviewed about 200 bills, from budget to policy bills. She mentioned that she has communicated with the District Manager on some bills that have come up for comment.

Director Johnson attended a CARPD Board meeting in Sacramento. He said all the planning for the Annual Conference in May has been completed.

Director Johnson attended the Santa Susana Baseball League’s opening.

Vice Chair O’Brien attended a Joint Park District / Simi Valley Historical Society meeting, the minutes of which have been distributed to the Board. She said that they had a record paying number of people, about 900 or so, who attended the Civil War Days event at Strathearn Park, and that the painting of the Strathearn House has not been completed, as the project was on hold due to the rainy weather.

Vice Chair O’Brien attended the Santa Susana Baseball League opening with Director Johnson.

Vice Chair O’Brien said that she had received a call from Brian Miller’s office asking her to sit on the Community Action of Ventura County Board of Directors. She was approved, and is now the public sector member from District IV. She attended her first meeting the week before.

Vice Chair O’Brien had two back-to-back conference calls for CSDA Fiscal and Audit Committees on March 16th. They approved the audit / budget, and made recommendations to the CSDA.
Vice Chair O’Brien requested that the Board adjourn the meeting in honor of Bob Yocum, Nancy Reagan, and Randy Nemecek.

Chair Hostetler attended the CARPD Board meeting in Sacramento.

XI.

REPORT BY DISTRICT MANAGER:

District Manager attended an MRCA Board meeting.

District Manager, Director of Recreation and Director of Planning & Maintenance met with Simi Youth Baseball officials on March 16th to explain the Watershed Protection District project’s impact to their vehicle access due to the planned water channel improvements. The League officials expressed an interest in the District’s paving the west portion of the parking area, and staff will include that item for discussion during the Board’s Budget Workshop in May.

Director of Planning & Maintenance Nakaoka stated that the pool pump at Rancho Simi Community Park’s pool is back up and running. There is just a 24-hr waiting period so the water can reach clarity. The District also purchased a back-up pump, which should arrive in four weeks.

Director Freeman asked for an update in regards to a recent article and pictures posted on Facebook about the graffiti appearing at Chumash Park.

The Chair called a Closed Session at 7:09 p.m.

The Chair reconvened the meeting at 7:13 p.m.

XII.

(A) 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

The Chair stated that no reportable action was taken at this time on Item XII. (A).
XIII. **ADJOURNMENT:** Vice Chair O’Brien moved to adjourn the meeting at 7:14 p.m. in memory of Bob Yocum, Randy Nemecek, and former First Lady Nancy Reagan; Director Johnson 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: April 7, 2016
To: District Manager
From: Director of Administration
Re: Presentation of the Full-Time Employee of the Month for February 2016 to Tracy Heminuk

FULL-TIME EMPLOYEE OF THE MONTH FOR FEBRUARY 2016

The District’s full-time employee of the month for February 2016 is Tracy Heminuk. Tracy is an Accountant in the Administration Department. This is her first award for employee of the month!

NOMINATION NARRATION

Tracy received two nominations for employee of the month. The first person who nominated Tracy stated the following: I feel this person has gone over and above with sorting out all of the problems that come with the position, answering back quickly and being a good problem solver. This person is very meticulous in her job and always seeks to go above and beyond. I think she would be a wonderful employee of the month. The second person who nominated Tracy had this to say: this individual has a critical role at the District: processing payroll. She returned to RSRPD a year and a half ago and has done an outstanding job auditing records including health insurance, social security numbers and W-4’s to insure the District has accurate records and it is in compliance with federal and state laws. She is very detailed oriented, provides great documentation and strives to insure every employee’s paycheck is on time and accurate. She is a team player, she does not hesitate to step up and assist with special events, she works late when needed and is very committed to her job the District and staff. I believe her hard work and dedication deserves to be recognized with an employee of the month award.

BOARD ACTION

Tracy has been invited to attend the April 7, 2016, board meeting to receive a plaque from the Board Chair. She is also eligible for a day off with pay in the next 60 days.

Theresa Pennington
Director of Administration
Date: April 7, 2016

To: District Manager

From: Director of Administration

Re: Presentation of the Part-Time Employee of the Month for March 2016 to Alex Barsky

PART-TIME EMPLOYEE OF THE MONTH FOR MARCH 2016

The Part-Time Employee of the Month for March 2016 is Alex Barsky. Alex is an Administrative Assistant II in the Administration Department and a Maintenance Worker I at Simi Hills Golf Course. This is Alex’s first award for employee of the month.

NOMINATION NARRATION

The person who nominated Alex had this to say: I am nominating Alex Barsky because he has proven himself to be a wonderful addition to our office staff. Alex is always punctual and thorough. Lately he has been doing a huge copy job and is very meticulous with the important papers he has been assigned to reproduce. He makes sure that the mail gets out to the post office on time and that the house mail is delivered correctly. He always leaves plenty of paper in the copier so that the next morning, those that need to use the copier don’t have to worry whether there is enough or not. Alex is quiet but very pleasant to work with, his humor is wonderful and he keeps the front office laughing every day. We heartily concur that Alex should be the next part-time employee of the month.

BOARD ACTION

Alex has been invited to attend the April 7, 2016 board meeting to receive a plaque and a check for $75.00 from the Board Chair.

Theresa Pennington
Director of Administration
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DATE: April 7, 2016

TO: District Manager

FROM: Senior Management Analyst

SUBJECT: Approval of a Resolution Granting a Conservation Easement Deed over a 6.5-Acre Portion of Property Commonly Known as Rocky Pointe Natural Park and Identified as Ventura County Assessor’s Parcel Number 637-0-070-340 Located in Simi Valley, California

On June 17, 2015, the City of Simi Valley approved the development of CUP-S-591 MOD #1, which allows All Valleys RV Storage, LLC, to expand their RV storage facility located at 850 W. Los Angeles Avenue. To mitigate the environmental effects of the project, All Valleys was conditioned to perform off-site mitigation area planting which would provide “riparian habitat creation and enhancement to equal a 2:1 replacement for onsite removal of riparian habitat.”

When approached with the request to allow the mitigation planting to be performed on Park District property, District staff believed that Rocky Pointe Natural Park would be a suitable location. The Rocky Pointe site already contained a wetlands area, and the mitigation planting would allow the wetlands to be enhanced and further protected with the conservation easement.

While developing the mitigation planting plan, the project’s biologist and District staff also worked to maintain and enhance the recreational value of the park. A new DG trail, picnic tables and benches will be installed to encourage use of the park for nature observation, walking and picnicking. These new amenities are identified on the attached exhibit titled, “Rocky Point Park Proposed Habitat and Environmental Mitigation.”

A Resolution accepting the Conservation Easement Deed for the property is attached. The Resolution and Conservation Easement Deed have been approved by the District’s Legal Counsel.

Board Action Requested:

Approval of a Resolution Granting a Conservation Easement Deed over a 6.5-Acre Portion of Property Commonly Known as Rocky Pointe Natural Park and Identified as Ventura County Assessor’s Parcel Number 637-0-070-340 Located in Simi Valley, California.

Robin Walker
Senior Management Analyst
RANCHO SIMI RECREATION AND PARK DISTRICT

RESOLUTION NO. ______

RESOLUTION GRANTING A CONSERVATION EASEMENT DEED OVER A 6.5-ACRE PORTION OF PROPERTY COMMONLY KNOWN AS ROCKY POINTE NATURAL PARK AND IDENTIFIED AS VENTURA COUNTY ASSESSOR’S PARCEL NUMBER 637-0-070-340 LOCATED IN SIMI VALLEY, CALIFORNIA

WHEREAS, the Rancho Simi Recreation and Park District ("Rancho Simi") is the holder of fee title to certain real property commonly known as Rocky Pointe Natural Park and identified as Ventura County Assessor’s Parcel Number 637-0-070-340, located in the City of Simi Valley, County of Ventura, State of California; and

WHEREAS, a 6.5-acre portion of Rocky Pointe Natural Park is identified as the “Easement Area” in the attached Conservation Easement Deed; and

WHEREAS, on June 17, 2015, the City of Simi Valley approved the development of CUP-S-591 MOD #1 conditionally allowing All Valleys Recreational Vehicle Storages, LLC ("All Valleys"), to expand their RV storage facility located at 850 W. Los Angeles Avenue; and

WHEREAS, in order to mitigate the environmental effects of the expansion project, the City of Simi Valley conditioned All Valleys to perform off-site mitigation area planting to provide “riparian habitat creation and enhancement to equal a 2:1 replacement for onsite removal of riparian habitat”; and

WHEREAS, when approached with the request to allow the mitigation planting to be performed on Rancho Simi property, it was determined that Rocky Pointe Natural Park would be a suitable location because the site already contained a wetlands area, and the mitigation planting would allow the wetlands to be enhanced and further protected with the conservation easement; and

WHEREAS, while developing the mitigation planting plan, efforts were made to maintain and enhance the recreational value of the park and encourage use of the park for nature observation, walking and picnicking by including in the plan a new DG trail, picnic tables and benches; and

WHEREAS, a Conservation Easement Deed between Rancho Simi Recreation and Park District as Grantor, All Valleys Recreational Vehicle Storages, LLC, as Permittee, and Mountains Recreation Conservation Authority as Grantee is entered into by and between the parties to ensure that the Easement Area will be managed and preserved in a natural condition in perpetuity, and to prevent any use of the Easement Area that will impair or interfere with the conservation values of the Easement Area as defined in the Conservation Easement Deed.

NOW THEREFORE, BE IT RESOLVED, that the Conservation Easement Deed presented to the Board of Directors of the Rancho Simi Recreation and Park District granting to Mountains Recreation and Conservation Authority a conservation easement to ensure that the Easement Area is and will remain in a natural condition in perpetuity, and to prevent any use of the Easement Area that will impair or interfere with the conservation values of the Easement Area, is hereby
approved, and the Chair of the Board of Directors of the Rancho Simi Recreation and Park District is hereby authorized and directed to execute same on behalf of Rancho Simi and to deliver said Conservation Easement Deed to All Valleys for recordation in the Official Records of Ventura County, California.

The foregoing resolution was approved by the Board of Directors of the Rancho Simi Recreation and Park District at its regular meeting held on April 7, 2016, at 1692 Sycamore Drive, Simi Valley, California on a motion by

AYES:

NOES:

ABSENT:

ABSTAIN:

______________________________
Chair, Board of Directors
Rancho Simi Recreation and Park District
CONSERVATION EASEMENT DEED

This CONSERVATION EASEMENT DEED ("Conservation Easement") is made this ___ day of ________, 2016 by Rancho Simi Recreation and Park District, a California special district ("Grantor"), and All Valleys Recreational Vehicle Storages, LLC ("Permittee") in favor of Mountains Recreation and Conservation Authority ("Grantee").

RECITALS

A. Grantor is the sole owner in fee simple of real property containing 12.92 acres, located in the City of Simi Valley, County of Ventura, State of California, designated Assessor’s Parcel Number 637-0-070-340 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and incorporated by this reference. Grantor intends to grant a conservation easement over a 6.5-acre portion of the Property (the "Easement Area"). The Easement Area is legally described on Exhibit "B" and depicted on Exhibit "C" attached hereto and incorporated by this reference.

B. The Easement Area provides, among other things, compensatory mitigation for unavoidable impacts associated with Permittee's Project pursuant to requirements of the following state and Federal approvals (collectively, "Agency Approvals"): (1) United States Army Corps of Engineers’ ("ACOE") Section 404 Permit No. SPL-2005-01336-JWN (dated April 30, 2008, amended February 15, 2012); (2) California Department of Fish and Wildlife ("CDFW") Section 1602 Streambed Alteration Agreement No. 1600-2013-0245-R5 (dated May 6, 2014); and any amendments thereto (the "Section 404 Permit" and/or "Section 1602 Streambed Agreement").

C. This Conservation Easement is designed to satisfy and is granted in satisfaction of the Agency Approvals.

D. Consistent with the terms and conditions of this Conservation Easement, the Easement Area is and will remain in a Natural Condition as defined herein and is
intended to be preserved in its natural, scenic, open condition to maintain its ecological, historical, visual, recreational and educational values (collectively, "Conservation Values"). The Conservation Values are of importance to the people of the County of Ventura and the people of the State of California and United States.

E. Grantee is authorized to hold conservation easements pursuant to California Civil Code Section 815.3. Specifically, Grantee is a governmental entity identified in California Civil Code Section 815.3(b) and otherwise authorized to acquire and hold a conservation easement.

F. The ACOE is the Federal agency charged with regulatory authority over discharges of dredged and fill material in waters of the United States pursuant to Section 404 of the Clean Water Act (33 U.S.C. § 1344), and is a third party beneficiary of this Conservation Easement.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

In consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the United States and State of California, including California Civil Code Section 815, et seq., Grantor hereby voluntarily grants and conveys to Grantee and its successors or assigns, as appropriate, a Conservation Easement in perpetuity over the Easement Area of the nature and character and to the extent hereinafter set forth. This Conservation Easement shall run with the land and be binding on Grantor's heirs, successors, administrators, assigns, lessees, and other occupiers or users of the Easement Area or any portion of it.

1. **Purpose.**

   (a) The purpose of this Conservation Easement is to ensure the Easement Area will be managed and preserved in a Natural Condition, as defined herein, in perpetuity and to prevent any use of the Easement Area that will impair or interfere with the Conservation Values of the Easement Area (the "Purpose"). Grantor intends that this Conservation Easement will confine the use of the Easement Area to such activities that are consistent with this Purpose, including without limitation, those involving the preservation, restoration, and enhancement of native species and their habitats, as well as implementation, maintenance, and enjoyment of passive recreational facilities and uses that do not conflict with the preservation, restoration, and enhancement of native species and their habitats.

   (b) The term "Natural Condition," as referenced in the preceding paragraph and other portions of this Conservation Easement, shall mean the condition of the Easement Area, as it exists at the time this Conservation Easement is executed, as well as future enhancements or changes to the Easement Area that occur directly as a result of the following activities:

   (1) Compensatory mitigation measures, including
implementation, maintenance, and monitoring activities (collectively, “Compensatory Mitigation”) required by the Agency Approvals and as described in the Habitat Mitigation and Monitoring Plan Update dated October 24, 2013 (“Mitigation Plan”), a copy of which is attached as Exhibit “D”;

(2) In-perpetuity maintenance (“Long-Term Maintenance”) as described in Section 17 herein; or

(3) Activities described in Sections 4-7 herein.

(c) To the best of the Grantor’s knowledge, Grantor represents and warrants that there are no structures or improvements existing on the Easement Area at the time this grant is executed. Grantor further represents and warrants that there are no other previously granted easements existing on the Easement Area that interfere or conflict with the Purpose of this Conservation Easement as evidenced by the Title Report attached at Exhibit “E.” The present Natural Condition is evidenced in part by the depiction of the Easement Area attached on Exhibit “F,” showing all relevant and plottable property lines, easements, dedications, improvements, boundaries and major, distinct natural features such as waters of the United States. Permittee has delivered further evidence of the present Natural Condition to Grantee and the ACOE consisting of (1) a color aerial photograph of the Easement Area at an appropriate scale taken as close in time as possible to the date this Conservation Easement is executed; (2) an overlay of the Easement Area boundaries on such aerial photograph; and (3) on-site color photographs showing all man-made improvements or structures (if any) and the major, distinct natural features of the Easement Area.

(d) If a controversy arises with respect to the present Natural Condition of the Easement Area, Grantor, Grantee, or the ACOE, or any designees or agents of Grantor, Grantee, and the ACOE, shall not be foreclosed or prohibited from utilizing any and all other relevant documents, surveys, photographs or other evidence or information to assist in the resolution of the controversy.

(e) The term “Biological Monitor” shall mean either a qualified employee of Grantee or an independent third-party consultant with knowledge of aquatic resources in the Ventura County area and expertise in the field of biology or related field.

2. Grantee’s Rights. To accomplish the Purpose of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee. These rights, without obligation, are also granted to the ACOE or its designees as third party beneficiaries of this Conservation Easement:
(a) To preserve and protect the Conservation Values of the Easement Area; and

(b) To enter upon the Easement Area and Property at reasonable times in order to monitor compliance with and to otherwise enforce the terms of this Conservation Easement, provided that such entry shall be upon reasonable notice to Grantor; and

(c) To prevent any activity on or use of the Easement Area that is not reserved as a right of Grantor or Grantee, and inconsistent with the Purpose of this Conservation Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by any act, failure to act, or any use that is inconsistent with the Purpose of this Conservation Easement; and

(d) To require that all mineral, air, and water rights necessary to protect and sustain the biological resources of the Easement Area shall remain a part of and be put to beneficial use, provided that any exercise of such rights by Grantee shall not result in conflict with such Conservation Values; and

(e) All present and future development rights allocated, implied, reserved or inherent in the Easement Area are hereby terminated and extinguished, except for those reserved as a right of the Grantor, as described in Section 7; and

(f) The right to enforce by any means, including, without limitation, injunctive relief, the terms and conditions of this Conservation Easement.

3. Prohibited Uses. Any activity on or use of the Easement Area inconsistent with the Purpose of this Conservation Easement and not reserved as a right of Grantor is prohibited. Without limiting the generality of the foregoing, the following uses by Grantor, Grantee, and their respective guests, agents, assigns, employees, representatives, successors, and third parties are expressly prohibited on the Easement Area except as otherwise provided herein or unless specifically provided for in the Agency Approvals, the Mitigation Plan, and any easements and reservations of rights recorded in the chain of title to the Easement Area at the time of this conveyance (as set forth on Exhibits E and F hereto):

(a) Unseasonable or supplemental watering except for habitat enhancement activities described in Section 7(b) or the Mitigation Plan;
(b) Use of herbicides, pesticides, biocides, fertilizers, or other agricultural chemicals or weed abatement activities, except weed abatement activities necessary to control or remove invasive, exotic plant species as allowed in Section 7(c);

(c) Incompatible fire protection activities except fire prevention activities set forth in Section 7;

(d) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways;

(e) Grazing or other agricultural activity of any kind;

(f) Recreational activities that would adversely affect the Purpose of this Conservation Easement, such as hunting or fishing, and excepting those activities set forth in Section 7;

(g) Residential, commercial, retail, or industrial uses;

(h) Any legal or de facto division, subdivision or partitioning of the Easement Area;

(i) Construction, reconstruction or placement of any building, road, wireless communication cell towers, or any other structure or improvement, except as provided for in Section 7, or any billboard or sign except those signs specifically allowed under Section 5(c);

(j) Dumping soil, trash, ashes, refuse, waste, bio-solids, garbage or any other material;

(k) Planting, gardening, or introduction or dispersal of non-native plant or animal species;

(l) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, gravel, soil, rock, sand or other material on or below the surface of the Easement Area;

(m) Altering the general topography of the Easement Area, including but not limited to building of roads; except as permitted by the Agency Approvals, or as necessary to implement the Mitigation Plan, or any right reserved in Section 7, or Section 17;

(n) Removing, destroying, or cutting of trees, shrubs or other vegetation, except for (1) emergency fire breaks as required by fire safety officials as set forth in Section 6(e), (2) prevention or treatment of disease, (3) control of invasive species which threaten the integrity of the habitat, (4) completing the Mitigation Plan, or (5) maintenance of recreational trails and walkways; and (6) activities described in
Section 4, Section 7, or Section 17:

(o) Manipulating, impounding or altering any natural watercourse, body of water or water circulation on the Easement Area, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters;

(p) Creating, enhancing, and maintaining fuel modification zones (defined as a strip of mowed land or the planting of vegetation possessing low combustibility for purposes of fire suppression) or other activities that could constitute fuel modification zones;

(q) Without the prior written consent of Grantee, which Grantee may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral rights or water rights for the Easement Area; changing the place or purpose of use of the water rights historically used on or otherwise appurtenant to the Easement Area; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Easement Area; and

(r) Creation of any encumbrance superior to this Conservation Easement, other than those encumbrances set forth in Exhibit “E” hereto, or the recording of any involuntary lien (which is not released within thirty calendar days), or the granting of any lease, license or similar possessory interest in the Easement Area which will affect the Conservation Values of the Easement Area.

4. Grantor’s Duties. To accomplish the Purpose of this Conservation Easement as described in Section 1, Grantor, its successors and assigns shall:

(a) Undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Easement Area;

(b) Undertake all necessary actions to perfect Grantee’s rights under Section 2 of this Conservation Easement;

(c) Comply with the terms of this Conservation Easement and cooperate with Grantee, its successors or assigns in the protection of the Conservation Values;

(d) Pursuant to Section 7(f), below, maintain the passive recreational improvements identified on Exhibit “G” within the Easement Area; provided, however, Grantor shall not be responsible for repairing and restoring damage to the Easement Area directly or indirectly caused by Grantee and Permittee, their guests, representatives, employees or agents, and third parties within their control, as well as damage caused by any other guests, for which Grantee and Permittee shall be jointly and severally responsible; and
(f) Obtain any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

5. **Grantee’s Duties.** To accomplish the Purpose of this Conservation Easement as described in **Section 1**, Grantee shall:

(a) Perform annual compliance inspections of the Easement Area, prepare an annual inspection report that documents the inspection results, and shall make reports available to the ACOE upon request;

(b) Upon receipt of Final Approval, perform the Long-Term Maintenance of the Easement Area as described in **Section 17**;

(c) Within 90 days of recordation of this Conservation Easement, erect signs and other notification features saying “Natural Area Open Space,” “Protected Natural Area,” or similar descriptions. Prior to erection of such signage, Grantee shall submit detailed plans showing the location and language of such signs to the ACOE for review and approval. The erection and maintenance of informative signage shall not be in direct or potential conflict with the preservation of the Natural Condition of the Easement Area or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable statutes, regulations, and permitting requirements;

(d) Pursuant to the requirements of **Section 17(e)**, below, repair and restore damage to the Easement Area directly or indirectly caused by Grantee, Grantee’s guests, representatives, employees or agents, and third parties within Grantee’s control; provided, however, Grantee, its successors or assigns shall not engage in any repair or restoration work on the Easement Area without first consulting with Grantor and the ACOE; and

(e) Set aside, hold, invest and disburse adequate Endowment funds (described in **Section 18**) in trust solely for the purposes of preserving the Conservation Values of the Easement Area under this Conservation Easement in perpetuity. The ACOE shall have the right to review and approve the terms of the endowment agreement, and shall be a third party beneficiary of that agreement with the right to review and approve any amendments; and

(f) Have a fiduciary duty to ensure that the Endowment funds held in trust for the Easement Area are properly managed. The following principles of fiduciary duty shall apply:

- There shall be no commingling of the Endowment funds with other funds. Funds may be pooled for investment management purposes only.
(2) Grantee shall have a duty of loyalty and shall not use the Endowment funds for its own personal benefit;

(3) Grantee shall act as a prudent investor of the Endowment funds subject to the Uniform Prudent Investor Act (California Probate Code Sections 16045-16054), and shall account for funds under General Accepted Accounting Principles (GAAP);

(4) Grantee shall not delegate the responsibility for managing the funds to a third party, but may delegate authority to invest the funds with Grantee’s oversight. Grantee shall act with prudence when delegating authority and in the selection of agents; and

(5) Grantee shall have annual audit of the Endowment using GAAP performed by a qualified, independent accounting organization. Grantee shall submit the auditor’s written report to the ACOE upon request.

6. Permittee’s Duties. To accomplish the Purpose of this Conservation Easement as described in Section 1, Permittee its successors and assigns shall:

   (a) Undertake the construction, maintenance and monitoring of mitigated areas pursuant to the Mitigation Plan until issuance of final approval per the Agency Approvals confirming that Permittee has successfully completed construction, maintenance and monitoring of mitigated areas pursuant to the Mitigation Plan (“Final Approval”);

   (b) Comply with the terms of this Conservation Easement and cooperate with Grantee, its successors or assigns in the protection of the Conservation Values;

   (c) Pursuant to Section 17(d), below, repair and restore damage to the Easement Area directly or indirectly caused by Permittee[, Permittee’s guests, representatives, employees or agents, and third parties within Permittee’s control; provided, however, Permittee, its successors or assigns shall not engage in any repair or restoration work in the Easement Area without first consulting with the Grantee or its successor or assigns and the ACOE; and

   (d) Obtain any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

7. Reserved Rights. Grantor reserves all rights accruing from its ownership of the Easement Area, including the right to engage in or to permit or invite others to engage in all uses of the Easement Area that are not expressly prohibited or limited by, and are consistent with, the Purpose of this Conservation Easement, including the following uses:

   (a) Access, Reasonable access through the Easement Area and
Property to adjacent land over existing and planned roads and trails as depicted in Exhibit “G,” or to perform obligations or other activities permitted by this Conservation Easement.

(b) **Habitat Enhancement Activities.** Creation and enhancement of native plant communities, including the right to plant and irrigate trees and shrubs of the same type as currently existing on the Easement Area, so long as such activities do not harm the habitat types identified in the Agency Approvals or Mitigation Plan. For purposes of preventing erosion and reestablishing native vegetation, the Grantor shall have the right to revegetate areas that may be damaged by the permitted activities under this Section 7, naturally occurring events or by the acts of persons wrongfully damaging the Natural Condition of the Easement Area. Prior to any habitat enhancement activities, Grantor shall have a Biological Monitor submit detailed plans to the ACOE for review and approval. Habitat enhancement activities shall not be in direct or potential conflict with the preservation of the Natural Condition of the Easement Area or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable statutes, regulations, and permitting requirements.

(c) **Vegetation, Debris, and Exotic Species Removal.** Removal or trimming of vegetation downed or damaged due to natural disaster, removal of man-made debris, removal of parasitic vegetation (as it relates to the health of the host plant) and removal of non-native or exotic plant or animal species. Vegetation, debris, and exotic plant species removal shall not be in direct or potential conflict with the preservation of the Natural Condition of the Easement Area or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable laws, regulations, and permitting requirements.

(d) **No Interference with Development of Adjoining Property.** Notwithstanding anything set forth herein to the contrary, nothing in this Conservation Easement is intended nor shall be applied to in any way limit Grantor or any of Grantor's successors and assigns from (1) constructing, placing, installing, and/or erecting any improvements upon the portions of the Property not constituting the Easement Area and/or (2) developing adjoining property for any purposes, except as limited by any local, state or federal permit requirements for such development and provided that for all of the above clauses (1) and (2) neither such activity nor any effect resulting from such activity amounts to a use of the Easement Area, or has an impact upon the Easement Area, that is prohibited by Section 3 above.

(e) **Fire Protection.** The right, in an emergency situation only, to maintain firebreaks (defined as a strip of plowed or cleared land made to check the spread of a fire), trim or remove brush, otherwise perform preventative measures required by the fire department to protect structures and other improvements from encroaching fire. All other brush management activities shall be limited to areas outside the Easement Area.

(f) **Passive Recreational Improvements and Enjoyment.** The right to construct, maintain, and allow the public to engage in and use the picnic tables,
benches, walkway and interpretative exhibit and other passive recreational improvements identified on Exhibit "G" within the Easement Area. As used herein, passive recreation includes, but is not limited to, non-consumptive activities having a minimal environmental impact such as, nature observation, walking, hiking, jogging and picnicking.

(g) Notwithstanding anything herein to the contrary, Grantor or Permittee may take any action authorized or required by the Mitigation Plan.

8. **Enforcement.**

(a) **Right to Enforce.** Grantor, its successors and assigns, grant to the ACOE, the U.S. Department of Justice, and the State Attorney General a discretionary right to enforce this Conservation Easement in a judicial or administrative action against any person(s) or other entity(ies) violating or attempting to violate this Conservation Easement; provided, however, that no violation of this Conservation Easement shall result in a forfeiture or reversion of title. The ACOE, U.S. Department of Justice, and the State Attorney General shall have the same rights, remedies and limitations as Grantee under this **Section 8.** The rights under this Section are in addition to, and do not limit rights conferred in **Section 2** above, the rights of enforcement against Grantor, Grantee and their successors or assigns under the Agency Approvals, or any rights of the various documents created thereunder or referred to therein. For purposes of this **Section 8,** the term "Party" means Grantor, Permittee or Grantee, as the case may be. Grantor, Permittee, Grantee, and the ACOE, when implementing any remedies under this easement, shall provide timely written notice to each other of any actions taken under this section, including, but not limited to copies of all notices of violation and related correspondence.

(b) **Notice of Violation.** In the event that a Party or its employees, agents, contractors or invitees is in violation of the terms of this Conservation Easement or that a violation is threatened, the non-violating Party and/or the ACOE may demand the cure of such violation. In such a case, the non-violating Party and/or the ACOE shall issue a written notice to the violating Party (hereinafter "Notice of Violation") informing the violating Party of the actual or threatened violations and demanding cure of such violations. The Notice of Violation shall be sent to the other Party and the ACOE listed under **Section 15** of this Conservation Easement.

(c) **Time to Cure.** The violating Party shall cure the noticed violation within thirty (30) days of receipt of said written Notice of Violation. If said cure reasonably requires more than thirty (30) days, the violating Party shall, within the thirty (30) day period, submit to the non-violating Party and/or the ACOE, as the case may be, for review and approval a plan and time schedule to diligently complete a cure. The violating Party shall complete such cure in accordance with the approved plan. If the violating Party disputes the notice of violation, it shall issue a written notice of such dispute (hereinafter "Notice of Dispute") to the appropriate Party and/or the ACOE within thirty (30) days of receipt of written Notice of Violation.
(d) **Failure to Cure.** If the violating Party fails to cure the violation within the time period(s) described in Section 8(c), above, or Section 8(e), below, the non-violating Party and/or the ACOE may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by the violating Party with the terms of this Conservation Easement. In such action, the non-violating Party and/or the ACOE may:

(1) Recover any damages to which they may be entitled for violation by the violating Party of the terms of this Conservation Easement or for any injury to the Conservation Values of the Easement Area. The non-violating Party shall first apply any damages recovered to the cost of undertaking any corrective action on the Easement Area. Prior to implementation of any remedial or restorative actions pursuant to this paragraph, the ACOE shall be consulted.

(2) Enjoin the violation by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(3) Obtain other equitable relief, including, but not limited to, the restoration of the Easement Area to the condition in which it existed prior to any such violation or injury. This remedy is expressly available notwithstanding the ability to claim damages as provided for in subdivision (1).

(e) **Notice of Dispute.**

(1) If the violating Party provides the non-violating Party and/or the ACOE with a Notice of Dispute, as provided herein, the non-violating Party and/or the ACOE shall meet and confer with the violating Party at a mutually agreeable place and time, not to exceed thirty (30) days from the date that the non-violating Party and/or the ACOE receive the Notice of Dispute. The non-violating Party and/or the ACOE shall consider all relevant information concerning the disputed violation provided by the violating Party and shall determine whether a violation has in fact occurred and, if so, whether the Notice of Violation and demand for cure issued by the non-violating Party and/or the ACOE is appropriate in light of the violation.

(2) If, after reviewing the violating Party’s Notice of Dispute, conferring with the violating Party, and considering all relevant information related to the violation, the non-violating Party and/or the ACOE determine that a violation has occurred, the non-violating Party and/or the ACOE shall give the violating party notice of such determination in writing. Upon receipt of such determination, the violating Party shall have fifteen (15) days to cure the violation. If said cure reasonably requires more than fifteen (15) days, the violating Party shall, within the fifteen (15) day period, submit to the non-violating Party and/or the ACOE for review and approval a plan and time schedule to diligently complete a cure. The violating Party shall complete such cure in accordance with the approved plan.
(f) **Conflicting Notices of Violation.**

(1) If any Party receives a Notice of Violation that is in material conflict with one or more prior written Notices of Violation that have not yet been cured by the Party (hereinafter "Active Notice(s) of Violation") such that the conflict makes it impossible for the Party to carry out the cure consistent with all prior Active Notices of Violation, the Party shall give written notice (hereinafter "Notice of Conflict") to the non-violating Party and/or the ACOE issuing the later, conflicting Notice(s) of Violation. The Party shall issue said Notice of Conflict to the appropriate non-violating Party and/or the ACOE within thirty (30) days of the receipt of each such conflicting Notice of Violation. A valid Notice of Conflict shall describe the conflict with specificity, including a description of how the conflict makes compliance with all Active Notices of Violation impossible.

(2) Upon issuing a valid Notice of Conflict to the appropriate non-violating Party and/or the ACOE, as described above, the violating Party shall not be required to carry out the cure described in the conflicting Notice or Notices of Violation until such time as the non-violating Party responsible for said conflicting Notice(s) of Violation issue(s) a revised Notice of Violation that is consistent with prior Active Notices of Violation. Upon receipt of a revised, consistent Notice of Violation, the violating Party shall carry out the cure recommended in such notice within the time period(s) described in Section 8(c) above. Notwithstanding Section 8(g), failure to cure within said time period(s) shall entitle the non-violating Party to the remedies described in Section 8(d) and Section 8(h).

(3) The failure of the violating Party to issue a valid Notice of Conflict within fifteen (15) days of receipt of a conflicting Notice of Violation shall result in a waiver of the violating Party’s ability to claim a conflict.

(g) **Immediate Action.** In the event that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Easement Area, the Party and/or the ACOE seeking enforcement pursuant to Section 8(b) above may immediately pursue all available remedies, including injunctive relief, available pursuant to both this Conservation Easement and state and federal law after giving the violating Party at least twenty four (24) hours’ written notice before pursuing such remedies. So long as such twenty-four (24) hours’ notice is given, the non-violating Party may immediately pursue all available remedies without waiting for the expiration of the time periods provided for cure or Notice of Dispute as described in Section 8(c). The written notice pursuant to this paragraph may be transmitted to the violating Party by facsimile and shall be copied to the other Party and/or the ACOE listed in Section 15 of this Conservation Easement. The rights of the non-violating Party and/or the ACOE under this paragraph apply equally to actual or threatened violations of the terms of this Conservation Easement. The violating Party agrees that the remedies at law for any violation of the terms of this Conservation Easement are inadequate and that the non-violating Party and the ACOE shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to
such other relief to which they may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Section 8(g) shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in California Civil Code Section 815, et seq., inclusive.

(h) Costs of Enforcement. Any costs incurred by a Party in enforcing the terms of this Conservation Easement against another Party, including, but not limited to, costs of suit and attorneys' fees, and any costs of restoration necessitated by a Party's violation or negligence under the terms of this Conservation Easement shall be borne by the violating Party.

(i) Enforcement Discretion. Enforcement of the terms of this Conservation Easement by a Party and/or the ACOE shall be at the discretion of the Party and/or the ACOE, and any forbearance by such Party and/or the ACOE to exercise its rights under this Conservation Easement in the event of any breach of any term of the Conservation Easement by a Party or any subsequent transferee shall not be deemed or construed to be a waiver by the non-violating Party and the ACOE of such terms or of any subsequent breach of the same or any other term of this Conservation Easement or of any of the rights of the non-violating Party and third party beneficiary under this Conservation Easement. No delay or omission by the non-violating Party and/or the ACOE in the exercise of any right or remedy upon any breach by the violating Party shall impair such right or remedy or be construed as a waiver. Further, nothing in this Conservation Easement creates a non-discretionary duty upon the non-violating Party and/or the ACOE to enforce its provisions, nor shall deviation from these terms and procedures, or failure to enforce its provisions give rise to a private right of action against the non-violating Party and/or the ACOE by any third parties.

(j) Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee, its successors or assigns to bring any action against Grantor, its successors or assigns for any injury to or change in the Easement Area resulting from:

1. Any natural cause beyond Grantor's control, including without limitation, fire not caused by Grantor, flood, storm, and earth movement;

2. Any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes; provided that once the emergency has abated, Grantor, its successors or assigns promptly take all reasonable and necessary actions required to restore the Easement Area to the condition it was in immediately prior to the emergency;
(3) Acts by Grantee, the ACOE, or their employees, directors, officers, agents, contractors, or representatives; or

(4) Acts of third parties (including any governmental agencies) that are beyond Grantor’s control.

Notwithstanding the foregoing, Grantor must obtain any applicable governmental permits and approvals for any emergency activity or use permitted by this Conservation Easement, and undertake any activity or use in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

(k) Acts Beyond Grantee’s Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantor, its successors or assigns to bring any action against Grantee, its successors or assigns for any injury to or change in the Easement Area resulting from:

(1) Any natural cause beyond Grantee’s control, including without limitation, fire not caused by Grantee, flood, storm, and earth movement;

(2) Any prudent action taken by Grantee under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes, provided that once the emergency has abated, Grantee, its successors or assigns promptly take all reasonable and necessary actions required to restore the Easement Area to the condition it was in immediately prior to the emergency;

(3) Acts by Grantor, the ACOE or their employees, directors, officers, agents, contractors, or representatives; or

(4) Acts of third parties (including any governmental agencies) that are beyond Grantee’s control.

Notwithstanding the foregoing, Grantee must obtain any applicable governmental permits and approvals for any emergency activity or use permitted by this Conservation Easement, and undertake any activity or use in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

(l) Use of Endowment. If a court of competent jurisdiction determines that there has been a violation of any term of this Conservation Easement:

(1) Funds from the Endowment which was created to manage the Easement Area cannot be used to pay damages awarded as part of the judgment;
(2) Funds from the Endowment which was created to manage the Easement Area cannot be used to restore the Easement Area to the condition in which it existed prior to the violation; and

(3) In lieu of recovering monetary damages against Grantee from any source, the ACOE may direct the role of Grantee and related management responsibility for the Easement Area to a new entity, which shall be a public agency or non-profit entity authorized to acquire and hold conservation easements pursuant to California Civil Code section 815.3 and California Government Code section 65965 or any successor provisions then applicable.

9. **Access.** Public access shall be consistent with the Purpose of this Conservation Easement.

10. **Costs and Liabilities.**

(a) Grantor and its respective successors and assigns retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership and operation of the Easement Area. Permittee, its successors and assigns retain responsibility to bear the costs and liabilities of any kind related to short-term maintenance associated with implementation of the Mitigation Plan and the Easement Area. Grantor and Permittee agree Grantee and the ACOE shall not have any duty or responsibility for the operation, upkeep, or maintenance (except Long-Term Maintenance pursuant to Section 17) of the Easement Area, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Easement Area. Grantor and Permittee, their successors or assigns remain solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements.

(b) **Hold Harmless.**

(1) Grantor and its respective successors and assigns shall hold harmless, protect, defend and indemnify the ACOE and its respective directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them ("ACOE Indemnified Party" and collectively, "ACOE Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims") arising from or in any way connected with: injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause unless caused by the negligence or willful misconduct of any of the ACOE Indemnified Parties.
Grantor and its respective successors and assigns shall hold harmless, protect, defend and indemnify Grantee and its respective directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them ("Grantee Indemnified Party" and collectively "Grantee Indemnified Parties") from and against any and all Claims arising from or in any way connected with: injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the area of the Property not constituting the Easement Area regardless of cause unless caused by the negligence or willful misconduct of any of the Grantee Indemnified Parties. If any action or proceeding is brought against the Grantee Indemnified Parties by reason of any Claim to which the indemnification in this Subsection 10 applies, then at the election of and upon written notice from the Grantee Indemnified Parties, Grantor and its respective successors and assigns shall defend such action or proceeding by counsel reasonably acceptable to Grantee Indemnified Parties or reimburse the Grantee Indemnified Parties for all expenses (including, without limitation, reasonable attorneys’ and experts’ fees) incurred in defending the action or proceeding.

11. **Taxes, No Liens.** Grantor and its successors and assigns shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority, including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee and the ACOE with satisfactory evidence of payment, if assessed, upon request. Grantor, Grantee, and their successors and assigns shall keep the Easement Area free from any liens. Should either Grantor’s work or Grantee’s work in or upon the Easement Area result in a lien on the Easement Area, Grantor or Grantee, as the case may be, shall take all steps required to have said lien removed from the Easement Area.

12. **Condemnation.** The Purpose of the Conservation Easement is presumed to be the best and most necessary public use as defined in California Civil Procedure Code Section 1240.680 notwithstanding California Civil Procedure Code Sections 1240.690 and 1240.700. Nevertheless, if the Easement Area is taken, in whole or in part, by exercise of the power of eminent domain, Grantor and Grantee shall be entitled to compensation in accordance with applicable law.

13. **Subsequent Transfers.**

(a) **By Grantee.**

(1) This Conservation Easement is transferable by Grantee, but Grantee may assign its rights and delegate obligations under this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to California Civil Code Section 815.3 and California Government
Code Section 65966 (or any successor provision(s) then applicable) and only with the prior written approval of Grantor and the ACOE; and

(2) Grantee shall record the assignment in the County of Ventura; and

(3) Unless otherwise agreed by Grantor, Grantee and the ACOE, along with such transfer of this Conservation Easement, Grantee shall transfer any funds remaining in the Endowment established under this Conservation Easement, after deducting reasonable costs of transfer and the cost of satisfying all outstanding contracts and obligations.

(b) By Grantor.

(1) The covenants, conditions, and restrictions contained in this Conservation Easement are intended to and shall run with the land and bind all future owners of any interest in the Easement Area. Grantor, its successors or assigns agree to (i) incorporate by reference to the title of and the recording information for this Conservation Easement in any deed or other legal instrument by which each divests itself of any interest in all or a portion of the Easement Area, including, without limitation, a leasehold interest and (ii) give actual notice to any such transferee or lessee of the existence of this Conservation Easement. Grantor, its successor and assign agrees to give written notice to Grantee and the ACOE of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. The failure of Grantor, its successor or assign to perform any act provided in this Section 13 shall not impair the validity of this Conservation Easement or limit its enforceability in any way, and Grantor, its successors or assigns assume any liability relating to transfer(s) or assignment(s) to bona fide purchasers without notice of the existence or terms of this Conservation Easement.

(2) From and after the date of any transfer of all or any portion of the Easement Area by Grantor and each transfer thereafter, (i) the transferee shall be deemed to have assumed all of the obligations of Grantor as to the portion transferred, as set forth in this Conservation Easement, (ii) the transferee shall be deemed to have accepted the restrictions contained herein as to the portion transferred, (iii) the transferor, as applicable, shall have no further obligations hereunder except for any obligations pursuant to Section 21(g), and (iv) all references to Grantor in this Conservation Easement shall thereafter be deemed to refer to such transferee.

13. Additional Interests. Grantor, its successors and assigns shall not grant additional easements or other interests in the surface or subsurface of the Easement Area (other than a security interest that is subordinate to this Conservation Easement) without the prior written authorization of Grantee and the ACOE. It shall be reasonable for Grantee and the ACOE to withhold consent for the grant of additional easements or
other interest in the Easement Area that are in direct or potential conflict with the Agency Approvals and the preservation of the Purpose and the Natural Condition of the Easement Area as defined in Section 1 of this Conservation Easement or will impair or otherwise interfere with the Conservation Values of the Easement Area. Grantor or its successors and assigns shall record any additional easements or other interests in the Easement Area approved by Grantee and the ACOE, in the official records of Ventura County, California and shall provide a copy of the recorded document to Grantee and the ACOE.

15. Notices. All notices, demands, requests, consents, approvals, or communications from one party to another shall be personally delivered or sent by facsimile to the persons set forth below or shall be deemed given five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested, and addressed as follows, or at such other address as any Party may from time to time specify to the other parties in writing:

To Grantor: Rancho Simi Recreation and Parks District
1692 Sycamore Drive
Simi Valley, CA 93065

To Permitted: All Valleys Recreational Vehicle Storage, LLC
850 West Los Angeles Ave.
Simi Valley, CA, 93065
Attn: Mr. Rich Owen

To Grantee: Mountains Recreation and Conservation Authority
570 West Avenue 26, Suite 100
Los Angeles, CA, 90065

With a copy to: District Counsel
U.S. Army Corps of Engineers
Los Angeles District
915 Wilshire Boulevard, Room 1535
Los Angeles, CA 90017-3401
FAX: 213-452-4217

The parties agree to accept facsimile signed documents and agree to rely upon such documents as if they bore original signatures. Each party agrees to provide to the other parties, with seventy-two (72) hours after transmission of such a facsimile, the original documents that bear the original signatures.

16. Amendment. Grantor and Grantee may amend this Conservation Easement only by mutual written agreement and with the written consent of the ACOE. Any such amendment shall be consistent with the Purpose of this Conservation Easement and shall not affect its perpetual duration. Grantor shall record any amendments to this Conservation Easement approved by the Grantee and the ACOE in
the official records of Ventura County, California and shall provide a copy of the recorded document to the Grantee and the ACOE.

17. **Long-Term Maintenance.**

   (a) **Grantee's Responsibilities for Maintenance and Management.** Grantee, its successors and assigns shall be responsible for monitoring in-perpetuity, ongoing, long-term maintenance and management of the Easement Area. Such long-term maintenance and management shall consist of the following activities: (1) annual removal of trash or man-made debris and (2) annual maintenance of signage and other notification features installed pursuant to Section 5(c).

   (b) **Restoration Responsibilities.** Subject to Section 4(d), above, Grantor, Grantee, their successors and assigns shall each individually be obligated to repair, remediate, or restore the Easement Area damaged by any activities prohibited by Section 3 herein for which it is responsible.

   (c) **Annual Reporting.** Grantee, its successors and assigns shall prepare an annual monitoring and maintenance report documenting activities performed under Section 17(a) above, and shall make such report available to the Grantor and the ACOE upon request.

   (d) **Permittee Restoration.** When activities are performed pursuant to Section 17(b) for which Permittee is responsible, Grantee, its successors and assigns, shall retain, at Permittee's expense, a qualified Biological Monitor to prepare a Restoration Plan and to oversee/monitor such restoration activities. Grantee shall have its Biological Monitor submit a draft Restoration Plan to Grantor and the ACOE for review and for the ACOE written approval prior to its implementation. Upon completion of restoration as specified in the approved Restoration Plan, Grantee shall have a Biological Monitor prepare a detailed monitoring report, and Grantee shall make the report available to Grantor and the ACOE within thirty (30) days of completion of restoration activities. Grantee, its successors or assigns and Biological Monitor shall sign the monitoring report, and the report shall document the Biological Monitor's name and affiliation, dates Biological Monitor was present on-site, activities observed and their location, Biological Monitor's observations regarding the adequacy of restoration performance by the Grantee, its successors or assigns, or its contractor in accordance with the approved Restoration Plan, corrections recommended and implemented. Permittee shall be responsible for compensating and/or reimbursing Biological Monitor and Grantee for all reasonable and ordinary expenses incurred by them in discharging their respective responsibilities under this subsection within thirty (30) days of invoice. Before Permittee will be obligated to perform under this Subsection 17, (1) Grantee shall submit an estimate of the cost of its proposed work to Permittee, and (2) Permittee shall deposit the estimate with the Grantee, which deposit shall be made within thirty (30) days of receipt of the estimate. Should the work require additional funds, Grantee shall submit an additional request to Permittee and Permittee shall deposit the additional estimate with the Grantee within thirty (30) days of receipt of the additional estimate. Upon completion of the restoration work performed under this Subsection 17, Grantee
shall provide an accounting of the work performed and refund any amounts remaining that have not been spent to Permittee within thirty (30) days of completion of work performed.

(e)  **Grantee Restoration.** When activities are performed pursuant to Section 17(b) for which Grantee is responsible, Grantee shall retain, at Grantee’s expense, a qualified Biological Monitor to prepare a Restoration Plan and to oversee/monitor such restoration activities. Grantee shall have a Biological Monitor submit a draft Restoration Plan to the ACOE for review and written approval prior to its implementation. Upon completion of restoration as specified in the approved Restoration Plan, Grantee shall have a Biological Monitor prepare a detailed monitoring report, and Grantee shall make the report available to the ACOE within thirty (30) days of completion of restoration activities. Grantee, its successors or assigns and Biological Monitor shall sign the monitoring report, and the report shall document the Biological Monitor’s name and affiliation, dates Biological Monitor was present on-site, activities observed and their location, Biological Monitor’s observations regarding the adequacy of restoration performance by the Grantee, its successors or assigns, or its contractor in accordance with the approved Restoration Plan, corrections recommended and implemented.

18. **Funding.** Permittee shall transfer to the Grantee concurrently with recordation of this Conservation Easement a non-wasting Endowment in the amount of $32,000.00 for the perpetual management, maintenance, and monitoring of the Easement Area as required under this Conservation Easement.

19. **Recordation.** Grantee shall promptly record this instrument in the official records of Ventura County, California and immediately notify the Grantor and the ACOE through the mailing of a conformed copy of the recorded easement.

20. **Estoppel Certificate.** Upon request, Grantee shall within fifteen (15) days execute and deliver to Grantor, its successors and assigns any document, including an estoppel certificate, which certifies compliance with any obligation of Grantor, its successors and assigns contained in this Conservation Easement and otherwise evidences the status of this Conservation Easement as may be requested by Grantor, its successors and assigns.

21. **General Provisions.**

(a) **Controlling Law.** The laws of the United States and the State of California, disregarding the conflicts of law principles of such state, shall govern the interpretation and performance of this Conservation Easement.

(b) **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of and to effect the Purpose of this Conservation Easement and the policy and
purpose set forth in California Civil Code Section 815, et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) **Severability.** If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) **Entire Agreement.** This instrument together with the attached exhibits and any documents referred to herein sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 16.

(e) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) **Successors and Assigns.** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Easement Area. The covenants hereunder benefiting Grantee shall also benefit the ACOE as a third party beneficiary.

(g) **Termination of Rights and Obligations.** Provided the transfer was consistent with the terms of this Conservation Easement, a party's rights and obligations under this Conservation Easement shall terminate upon transfer of the party's interest in the Conservation Easement or Easement Area (respectively), except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
(j) **Exhibits.** All Exhibits referred to in this Conservation Easement are attached and incorporated herein by reference.

(k) **No Hazardous Materials Liability.**

(1) Grantor represents it is unaware of any release or threatened release of Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property.

(2) Without limiting the obligations of Grantor herein, Grantor hereby releases and agrees to indemnify, protect, defend and hold harmless the Permittee, Grantee Indemnified Parties and the ACOE Indemnified Parties (defined in Section 10(c)(1) and 10(c)(2)) against any and all Claims (defined in Section 10(c)(1)) arising from or connected with any Hazardous Materials present, alleged to be present, or otherwise associated with the Property at any time, except that this release and indemnification shall be inapplicable to Grantee Indemnified Parties and to the ACOE Indemnified Parties with respect to any Hazardous Materials placed, disposed or released by Grantee Indemnified Parties or the ACOE Indemnified Parties. This release and indemnification includes, without limitation, Claims for (i) injury to or death of any person or physical damage to any property; and (ii) the Grantor’s violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below).

(3) Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives Grantee and the ACOE any of the following:

   (i) The obligations or liabilities of an “owner” or “operator,” as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.; hereinafter, “CERCLA”); or

   (ii) The obligations of a responsible person under any applicable Environmental Laws; or

   (iv) The right to investigate and remediate any Hazardous Materials associated with the Property unless said investigation or remediation is related to the investigation or remediation of the Easement Area; or

   (v) Any control over Grantor’s ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property unless said investigation or remediation by Grantor is related to the Easement Area.
The term “Hazardous Materials” includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA; Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 et seq.); the Hazardous Substance Account Act (California Health & Safety Code Section 25300 et seq.), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state or local laws, ordinances, rules, regulations or orders now in effect or enacted after the date of this Conservation Easement.

The term “Environmental Laws” includes, without limitation, any federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor and Grantee represents, warrants and covenants to each other and to the ACOE that Grantor and Grantee’s activities upon and use of the Easement Area will comply with all Environmental Laws.

(l) **Extinguishment.** If circumstances arise in the future that render the Purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

(m) **Warranty.** Grantor represents and warrants that there are no outstanding mortgages, liens, deeds of trust, encumbrances or other interests in the Easement Area (including, without limitation, mineral interests) which have not been expressly subordinated to this Conservation Easement, and that the Easement Area is not subject to any other conservation easement.

(n) **No Merger.** Grantor and Grantee agree that should Grantee, or any successor in interest to Grantee, come to own all or a portion of the fee interest subject to this Conservation Easement, there shall be no express or implied merger by operation of law or otherwise. If any party should claim such a merger, the parties agree that any and all terms and conditions of this Conservation Easement shall be deemed covenants and restrictions upon the Easement Area, which, shall run with the land according to California and/or other applicable law and otherwise exist in perpetuity.

[REMAINDER LEFT INTENTIONALLY BLANK]
IN WITNESS WHEREOF Grantor and Grantee have executed this Conservation Easement the day and year first above written and have agreed to be bound by the terms and provisions hereof.

GRANTOR:
Rancho Simi Recreation and Park District

By:

Name:
Title:

PERMITTEE:
All Valleys Recreational Vehicle Storage, LLC

By: [Signature]
Name: Lisa Older
Title: Owner Manager

CERTIFICATE OF ACCEPTANCE

This is to certify that the Conservation Easement by [Company Name], a [Type of Legal Entity], dated [Date], 20__, to [Grantee Name], is accepted by the undersigned officers on behalf of Grantee.

GRANTEE:
Mountains Recreation and Conservation Authority

By: [Signature]
Name: Lisa Older
Title: Deputy Executive Officer
Date: February 11, 2016

Attest:

By: [Signature]
Name: Sofia Alemán
Title: Admin. Assistant
Date: February 12, 2016
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 VENTURA    )

On __________, before me, Ashley Nicole Villarreal-Sanchez, personally appeared
Lisa Sugihara 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
persons 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
CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA  
COUNTY OF Ventura

On February 18, 2016 before me, Donald A. Brunson Notary Public,  
Date (here insert name and title of the officer)

personally appeared Richard Owen

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.

Signature: ____________________________  
(Seal)  

OPTIONAL

Description of Attached Document

Title or Type of Document: Conservation Deed  
Number of Pages: __________

Document Date: ________________  Other: __________________________

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 VENTURA  

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 persons 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
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 VENTURA  

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 persons 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

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1240698.2
Exhibit A

Legal Description of Property

[See Attached]
EXHIBIT “A”
PROPERTY

Parcel B and Parcel C, in the City of Simi Valley, County of Ventura, State of California, as shown on Parcel Map LD-S-172, filed in Book 32 Page(s) 57 through 59 inclusive of Miscellaneous Records (Maps), in the office of the County Recorder of said County.

Prepared by:
HOVELL & PILARSKI ENGINEERING

[Signature]
Date: 12-9-2005

James T. Pilarski, PLS 4755

PERMIT NO. 1500-33.2

LICENSED LAND SURVEYOR
STATE OF CALIFORNIA

NO. 4755
Exhibit B

Legal Description of Easement Area

[See Attached]
EXHIBIT “B”
CONSERVATION EASEMENT

That portion of Parcel B and Parcel C, in the City of Simi Valley, County of Ventura, State of California, as shown on Parcel Map L.D-S-172, filed in Book 32 Pages 57 through 59 inclusive of Miscellaneous Records (Maps), in the office of the County Recorder of said County described as follows:

BEGINNING at the Northeasterly corner of said Parcel B, said point being the Northerly terminus of the line shown on said Parcel Map as NOT A PART 5337 O.R. 779, said corner also being the TRUE POINT OF BEGINNING; thence along the Easterly boundary of said Parcel B,

1st South 0°00’17” West, 32.19 feet; thence,

2nd South 0°00’17” West, 10.69 feet to the Southeasterly corner of the strip of land shown on said Parcel Map as NOT A PART 5337 O.R. 779, said corner also being the TRUE POINT OF BEGINNING; thence along the Easterly boundary of said Parcel B,

3rd South 0°00’17” West, 176.29 feet; thence leaving said Easterly boundary,

4th North 89°59’43” West, 63.74 feet; thence,

5th South 9°47’40” West, 172.85 feet to a point on the Southerly Boundary of said Parcel B, being also the Northerly boundary of said Parcel C; thence,

6th South 4°20’55” West, 241.01 feet; thence,

7th North 81°43’11” East, 175.06 feet to a point on the Easterly boundary of said Parcel C, said point being also a point on a non-tangent curve concave Northeasterly having a Radius of 1050.00 feet, a radial bearing to said curve at said point being South 70°14’29” West; thence along the Easterly boundary the following two courses,

8th Southeasterly, along said curve, through a central angle of 16°35’12”, an arc distance of 303.97 feet; thence tangent to said curve,

9th South 36°20’43” East, 137.46 feet; thence leaving said Easterly Boundary,

10th South 56°57’09” West, 52.13 feet; thence,

11th North 83°21’09” West, 156.34 feet; thence,

12th North 0°41’42” East, 151.18 feet; thence,

13th North 53°43’58” West, 239.07 feet; thence,
14th South 66°52’15” West, 261.19 feet; thence,

15th South 11°42’17” West, 217.41 feet to a point on the Southerly boundary of said Parcel C, said point being also on a non-tangent curve concave Northerly having a radius of 1859.91 feet, a radial bearing to said curve at said point being South 13°02’19” West; thence,

16th Westerly, along said curve, through a central angle of 2°29’25”, an arc distance of 80.84 feet; thence leaving said Southerly boundary along a non-tangent line,

17th North 14°41’56” East, 47.88 feet; thence,

18th North 20°33’33” East, 47.39 feet; thence,

19th North 16°03’36” East, 328.52 feet; thence,

20th North 11°35’39” East, 48.30 feet to point on the Northerly boundary of said Parcel C, also being the Southerly boundary of said Parcel B; thence,

21st North 4°34’06” East, 52.39 feet; thence,

22nd North 0°11’20” West, 422.44 feet; thence,

23rd North 7°54’31” West, 50.39 feet; thence,

24th North 31°06’06” West, 51.31 feet; thence,

25th North 57°41’40” West, 24.26 feet; thence,

26th North 0°02’03” West, 21.30 feet to the Southwesterly corner of the strip of land shown on said Parcel Map as NOT A PART 5337 O.R. 779; thence along the Southerly boundary of said strip soling three courses, the first course also being a non-tangent curve concave Southwesterly having a radius of 475.00 feet, a radial bearing to said curve being North 7°57’14” East,

27th Southwesterly through a central angle of 25°29’49”, an arc distance of 211.38 feet; thence tangent to said curve,

28th South 56°32’57” West, 14.18 feet to the beginning of a tangent curve concave Northeasterly having a radius of 793.10 feet; thence,

29th Southeasterly, along said curve, through a central angle of 12°52’34”, an arc distance of 178.23 feet to the TRUE POINT OF BEGINNING.
Area = 285,889 sqft. (6.56 acres)

As shown on a sketch attached hereto as EXHIBIT C, and made a part hereof for reference only. The portion of the above described Easement within Parcel B is shown on Sheet 1 of 2 of said sketch and the portion of the above described Easement within Parcel C is shown on Sheet 2 of 2 of said sketch.

Prepared by:
HOVELL & PILARSKI ENGINEERING

[Signature]

James T. Pilarski, PLS 4755  Date  12-9-2015

[Stamp]
Exhibit C
Depiction of Easement Area
[See Attached]
Exhibit D
Mitigation Plan
[See Attached]
October 24, 2013

All Valleys RV Storage
850 W, Los Angeles Ave.
Simi Valley, CA. 93065

Attn: Mr. Rich Owen

Subj: Habitat Mitigation and Monitoring Plan Update
      All Valleys RV Project Site

Dear Mr. Owen:

Envicom Corporation has prepared this update to the Habitat Mitigation and Monitoring Plan (HMMP) outlining the compensatory mitigation projects (on-site and off-site) related to the All Valleys RV (AVRV) Storage project. West Coast Environmental and Engineering completed an initial HMMP for the ARVV Project in February 2009, which defined mitigation activities at both on-site and off-site locations that was approved by the City of Simi Valley, U. S. Army Corps of Engineers (USACE), and the California Department of Fish and Wildlife (CDFW), (West Coast Environmental and Engineering, Habitat Mitigation and Monitoring Plan All Valleys RV Storage Simi Valley, California, February 26, 2009). On-site restoration plantings occurred for one season before the mitigation activities ceased due to unanticipated events. This resulted in no follow-up monitoring, no site maintenance, and the temporary delay of off-site mitigation activities.

The intent of this letter report is to provide amendments to the appropriate sections of the 2009 HMMP to ensure the successful completion of the on-site and off-site compensatory mitigation projects. The amendments address updates to the planting plan, irrigation and maintenance requirements/schedule, revise the habitat restoration success criteria based on site characteristics and reference site native cover, and define the monitoring methods and schedule to be used to ensure that these success criteria are obtained. Unless otherwise stated those sections not listed below will remain in accordance with the 2009 HMMP. The sections that have been amended include:

- Section 2.0 Purpose
- Section 2.2 Responsible Parties
- Section 2.3 Estimated Project Costs
- Section 3.1.1 ARVV Site and Prior HMMP Efforts
- Section 4.2 Site Preparation
- Section 4.2.1 Non-native Vegetation/Debris Removal
- Section 4.3 Proposed Species for Revegetation
- Section 4.4.2 Planting Locations
HMMP UPDATES

Section 2.0 Purpose

The 2009 HMMP specified 3.3 acres of riparian creation/restoration on-site and 6.5 acres of oak and walnut savannah creation/restoration off-site to offset impacts to 6.38 acres of USACE (2.24 acres) and CDFW (4.14 acres) jurisdictional habitat. On-site mitigation activities resulted in one season of riparian creation/restoration along a 1.39-acre ephemeral drainage located along the western border of the AVRV property. Subsequently, the requirement for on-site mitigation has been decreased from 3.3 to 2.37 acres pursuant to the USACE Section 404, 33 U.S.C. 403 Project Permit No. SPL-2005-01336-JWM May 20, 2008; amended February 15, 2012. Additionally, the AVRV facility has proposed an expansion project that would result in an additional 0.02 acres of permanent impacts and 0.33 acres of temporary impacts to the CDFW jurisdictional habitat. No additional impacts to Waters of the US or Waters of the State are anticipated.

This update to the 2009 HMMP has been prepared to take into consideration the prior habitat restoration work, the current baseline condition of both the on-site and off-site mitigation areas, the new AVRV facility expansion project, and the reduction in mitigation required by the USACE (Section 404, 33 U.S.C. 403 Project Permit No. SPL-2005-01336-JWM May 20, 2008; amended February 15, 2012 pursuant to the provisions under 33 CFR 325. 7(b), Special Condition No. 2). Consultation with CDFW is required to determine whether this update to the HMMP would satisfy the proposed impacts associated with the AVRV facility expansion.

Section 2.2 Responsible Parties

AVRV will be responsible for the financing and carrying out the implementation and maintenance of this project. Ventana Conservation Land and Trust and West Coast Environmental and Engineering are no longer involved with this project. Contact information for AVRV and the cooperating regulatory has been updated to the following:

Applicant: All Valleys RV Storage
850 W. Los Angeles Ave.
Simi Valley, CA. 93065
Contact: Rich Owen
Telephone: (805) 579-6192
Agencies:
U.S. Army Corps of Engineers
2151 Alessandro Dr., Suite 110
Ventura, CA. 93001
Contact: John Markham, Senior Ecologist and Project Manager
Telephone: (805) 585-2150

California Dept. of Fish and Wildlife
South Coast Region
3883 Ruffin Rd.
San Diego, CA. 92123
Contact: Brock Warmuth, Environmental Scientist
Telephone: (805) 484-1691

City of Simi Valley
3855-A Alamo St.
Simi Valley, CA. 93063-2100
Contact: Cynthia Sabatini, Associate Planner
Telephone: (805) 583-6776

Consultant:
Enviacom Corporation
28328 Agoura Road
Agoura Hills, CA 91301
Contact: Ms. Erin Avina, Biologist/Restoration Ecologist
Telephone: (818) 879-4700

Section 2.3 Estimated Project Costs
A revised estimate of the project costs associated with site preparation, planting,
maintenance and monitoring has not been prepared at this time. Upon receipt of
concurrence on the proposed approach, an estimate of the project costs shall be
developed in concert with a landscape contractor and qualified biologist and/or
restoration ecologist.

Section 3.1.1 AVRV Site and Prior HMMP Efforts
The AVRV site consists of 12 acres located at 850 West Los Angeles Avenue in
Simi Valley. The site is currently developed as an RV Storage facility. The
following components of the 2009 HMMP have been initiated or completed on
the site:

- Placement of a larger, pre-cast box culvert under Los Angeles Avenue;
  - Completed
- Removal of concrete debris and other rubble;
  - Partially completed with some concrete debris and other rubble
    remaining to be removed from the slope along the southern
    border of the AVRV expansion and the Arroyo Simi.
- Reconnection of the ephemeral drainage to the Arroyo Simi;
  - Completed
- Revegetation of ephemeral drainage along western property boundary
October 24, 2013
Habitat Mitigation and Monitoring Plan Update
All Valleys RV Project Site
Page 4 of 16

- Initiated with one year of planting, and ongoing irrigation.
  - Installation of a 20-foot wide nature trail.
  - Completed along the eastern boundary of the site, but to be installed along the southern boundary of the site.

This update to the HMMP would involve the following on-site components. Figure 1 illustrates the location of each of the mitigation areas.

- Re-initiation of the re-vegetation within the ephemeral drainage created along the western boundary of the site based on the revised planting plan (Area 2);
- Removal of the remaining concrete debris and other rubble and re-vegetation of the slope along the southern boundary of the site subsequent to construction of the required protection measures (Areas 1 and 2 along the southern boundary);
- Additional plantings along the 20-foot wide nature trail along the eastern boundary of the site (Area 3);
- Construction and maintenance of a 35-gallon, self-filling wildlife guzzler;
- Installation of the 20-foot wide nature trail along the southern boundary of the site (Nature Trail);
- Removal of non-native species from within the Arroyo Simi (Area 4).

Section 4.2 Site Preparation
The mitigation areas on the site were for the most part established during the prior construction on the site. The slope protection measures and the nature trail along the southern border of the AVRV expansion project are the only mitigation areas that will require site preparation. The slope protection area requires grading and installation of a geotextile material, Pyramat® HPTRM, that will require seed to be applied to the soil surface. The nature trail will be established during grading for the proposed expansion project.

Section 4.2.1 Non-native Vegetation/Debris Removal
Prior to the start of on-site restoration the remaining concrete and debris still present following grading activities should be removed and disposed off-site.

Prior to plant installations substantial effort should be made to remove all herbaceous weeds that may compete with the native plant seed and container plantings at the on-site and off-site mitigation areas. This should be done prior to weed seed set. As mandated by the terms of the conservation easement the use of herbicides is prohibited within the ephemeral drainage located along the western edge of the on-site property. Therefore, only manual methods (e.g. hand-pulling) will be used to remove all non-native species from this mitigation area. In addition, the southern most mitigation area (Area 4) is located within the Arroyo Simi. The use of herbicides should be limited to the treatment of giant reed infestations via the direct application of an approved aquatic herbicide (e.g. Rodeo) to stalks cut within 2 – 4 inches of the substrate.
Non-native forbs and grasses dominate the off-site mitigation area, with few native species scattered throughout. It is recommended that a combination of control methods be used off-site to combat this extensive infestation, including, mechanical (e.g. weed whipping), chemical (e.g. application of herbicide), and manual (e.g. hand-pulling). Initial treatment should consist of the mechanical removal of aboveground standing biomass of the taller stature non-native species prior to the onset of rains via weed whipping or mowing. Removed material will be disposed of at an off-site location.

The resulting increased availability of light and open space at the off-site location will promote the rapid germination of the non-native seeds present in the soil once the seasonal rains begin. Following the initial flush of non-natives seedlings and approximately 72 hours prior to another rain event, pending approval, the application of glyphosate in the non-native dominated uplands is recommended. Non-natives that germinate within 10 feet of the “vernal pool” are to be removed manually via hand-pulling. This should be repeated at least twice within the first year of off-site restoration activities before active planting at the site begins.

Section 4.2.3 Preparation for Container Planting and Seeding (New Section)

Container plants are to be thoroughly watered prior to installation. Planting holes will be hand dug or augured large enough in diameter to accommodate the root ball plus one inch. Prior to planting, the holes shall be watered and allowed to drain. Plants will be set in the planting hole so that when the soil is placed back in the hole the crown of the root ball is approximately 0.5 inch above finish grade. A watering basin around each plant approximately 18 – 24 inches in diameter will be constructed around each installed plant to improve water uptake.

Container plants can be installed on-site within the Pyramat® HPRTM by creating a 6” x 6” cross in the fabric, folding the fabric back to expose the soil surface, and digging a hole large enough in diameter to accommodate the root ball plus one inch. The planting and watering specifications for these plantings shall follow the same methods stated above.

Area 1 is the only area on-site that will receive a seed mix. To maximize germination, prior to installation of the Pyramat® HPRTM, the re-graded slope should be raked to create a slightly uneven soil surface to provide small valleys for seeds to settle. Following seeding the entire area should be thoroughly moistened but not saturated to the point that seeds are washed away. The Pyramat® HPRTM may be installed the following day.

At the off-site location, broadcast seeding shall take place following container plant installations. To maximize germination, the soils should be raked to remove large divots leaving a slightly uneven soil surface to provide small
valleys for seeds to settle. Following seeding the entire area should be thoroughly moistened but not saturated to the point that seeds are washed away.

**Section 4.3 Proposed Species for Re-vegetation**

The list of species to be used for both the on-site and off-site mitigation areas has been modified to reflect observations made during site surveys at the on- and off-site locations including species survival counts from the prior re-vegetation efforts within the on-site location. As stated in the 2009 HMMP the plant palette adheres to using native species that are known to occur within the Arroyo Simi watershed in Simi Valley. Additionally, the palette proposes use of regionally native species adapted to the dry upland conditions present at the sites to ensure higher native cover long-term. The suggested on-site plant palettes are listed below in Tables 4-1 and 4-2. The seed mix in Table 4-1 is to be applied prior to the installation of the Pyramat® within Area 1 to ensure the seed makes direct contact with the soil surface. Where needed to increase the native canopy cover in Area 1 in year 2 or subsequent years, container plantings of species specified in Table 4-2 could be installed.

Table 4-2 lists the species that would be most appropriate for on-site container grown plantings. Future seedings or plantings, to be determined by qualified biologist/restoration ecologist, should be based on these plant palettes and should occur prior to the onset of seasonal rains, if possible. Planting techniques specific to on-site installations within the Pyramat® are outlined in Section 4.2 Site Preparation.

Off-site mitigation plantings will occur following one year of extensive non-native species control treatments. The species outlined in Table 4-3 and 4-4 are to be installed as container plants during the first season and a seed mix comprised of the Table 4-3 species will be used to supplement these plantings during years 2 and 3 as needed. The number of container plants and application rate (e.g. pounds per acre) will be determined at the time of purchase based on the availability and seed suppliers specified seeding rate.

### Table 4-1
On-site Seed Mix

<table>
<thead>
<tr>
<th>Scientific Name</th>
<th>Common Name</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Bromus carinatus</em></td>
<td>California brome</td>
<td>Area 1</td>
</tr>
<tr>
<td><em>Elymus codensatus</em></td>
<td>giant wild rye</td>
<td>Area 1</td>
</tr>
<tr>
<td><em>Elymus glaucus</em></td>
<td>blue wild rye</td>
<td>Area 1</td>
</tr>
<tr>
<td><em>Trifolium wildenovii</em></td>
<td>tomcat clover</td>
<td>Area 1</td>
</tr>
<tr>
<td><em>Vulpia microstachys</em></td>
<td>small fescue</td>
<td>Area 1</td>
</tr>
<tr>
<td>Scientific Name</td>
<td>Common Name</td>
<td>Location</td>
</tr>
<tr>
<td>--------------------------</td>
<td>----------------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Ambrosia psilostachya</td>
<td>western ragweed</td>
<td>Area 1 / Area 2 lower bank</td>
</tr>
<tr>
<td>Artemisia californica</td>
<td>California sagebrush</td>
<td>Area 2 upper bank and southern edge / Area 3 trail edge</td>
</tr>
<tr>
<td>Artemisia douglasiana</td>
<td>mugwort</td>
<td>Area 2 lower bank</td>
</tr>
<tr>
<td>Baccharis salicifolia</td>
<td>mulefat</td>
<td>Area 1</td>
</tr>
<tr>
<td>Baccharis pilularis</td>
<td>coyote brush</td>
<td>Area 1 / Area 2 lower and upper bank and southern edge / Area 3 trail edge</td>
</tr>
<tr>
<td>Clematis lasiantha</td>
<td>Virgin's bower</td>
<td>Area 2 fence-line / Area 3 fence-line</td>
</tr>
<tr>
<td>Elymus codensatus</td>
<td>giant wild rye</td>
<td>Area 1 / Area 2 upper bank and southern edge / Area 3 trail edge</td>
</tr>
<tr>
<td>Encelia californica</td>
<td>bush sunflower</td>
<td>Area 2 upper bank and southern edge / Area 3 trail edge</td>
</tr>
<tr>
<td>Euthamia occidentalis</td>
<td>western goldenrod</td>
<td>Area 1 / Area 2 lower bank</td>
</tr>
<tr>
<td>Juglans californica</td>
<td>California black walnut</td>
<td>Area 2 upper bank / Area 3 trail edge</td>
</tr>
<tr>
<td>Lonicera subspicata</td>
<td>chaparral honeysuckle</td>
<td>Area 2 upper banks / Area 3 trail edge</td>
</tr>
<tr>
<td>Muhlenbergia rigens</td>
<td>deergrass</td>
<td>Area 1 / Area 2 lower and upper bank and southern edge / Area 3 trail edge</td>
</tr>
<tr>
<td>Phacelia ramossissima</td>
<td>branching phacelia</td>
<td>Area 1 / Area 2 lower and upper bank / Area 3 trail edge</td>
</tr>
<tr>
<td>Quercus agrifolia</td>
<td>coast live oak</td>
<td>Area 2 upper bank / Area 3 trail edge</td>
</tr>
<tr>
<td>Rosa californica</td>
<td>California wild rose</td>
<td>Area 2 fence-line / Area 3 fence-line</td>
</tr>
<tr>
<td>Rubus ursinus</td>
<td>California blackberry</td>
<td>Area 1 / Area 2 lower bank</td>
</tr>
<tr>
<td>Salix exigua</td>
<td>sandbar willow</td>
<td>Area 2 upper bank</td>
</tr>
<tr>
<td>Salix laevigata</td>
<td>red willow</td>
<td>Area 2 upper bank</td>
</tr>
<tr>
<td>Salix lasiolepis</td>
<td>Arroyo willow</td>
<td>Area 2 upper bank</td>
</tr>
<tr>
<td>Salvia mellifera</td>
<td>black sage</td>
<td>Area 2 lower and</td>
</tr>
</tbody>
</table>
### Table 4-3
Off-site Shrub and Understory Plant Palette

<table>
<thead>
<tr>
<th>Scientific Name</th>
<th>Common Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acmispon glaber</td>
<td>deerweed</td>
</tr>
<tr>
<td>Ambrosia psilostachya</td>
<td>western ragweed</td>
</tr>
<tr>
<td>Artemisia californica</td>
<td>California sagebrush</td>
</tr>
<tr>
<td>Artemisia douglasiana</td>
<td>mugwort</td>
</tr>
<tr>
<td>Asclepias fascicularis</td>
<td>narrow-leaved milkweed</td>
</tr>
<tr>
<td>Baccharis pilularis</td>
<td>coyote brush</td>
</tr>
<tr>
<td>Corethogyne filaginifolia</td>
<td>woolly aster</td>
</tr>
<tr>
<td>Elymus codensatus</td>
<td>giant wild rye</td>
</tr>
<tr>
<td>Eriogonum elongatum</td>
<td>wand buckwheat</td>
</tr>
<tr>
<td>Eriophyllum confertiflorum</td>
<td>golden yarrow</td>
</tr>
<tr>
<td>Frangula californica</td>
<td>California coffeeberry</td>
</tr>
<tr>
<td>Hazardia squarrosa</td>
<td>sawtooth goldenbush</td>
</tr>
<tr>
<td>Heliotropium curassavicum</td>
<td>wild heliotrope</td>
</tr>
<tr>
<td>Juglans californica</td>
<td>California black walnut</td>
</tr>
<tr>
<td>Phacelia ramossissima</td>
<td>branching phacelia</td>
</tr>
<tr>
<td>Pseudognaphalium bioletti</td>
<td>two-tone everlasting</td>
</tr>
</tbody>
</table>

### Table 4-4
Off-site Tree Palette

<table>
<thead>
<tr>
<th>Scientific Name</th>
<th>Common Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frangula californica</td>
<td>California coffeeberry</td>
</tr>
<tr>
<td>Juglans californica</td>
<td>California black walnut</td>
</tr>
<tr>
<td>Quercus agrifolia</td>
<td>coast live oak</td>
</tr>
<tr>
<td>Quercus lobata</td>
<td>valley oak</td>
</tr>
<tr>
<td>Heteromeles arbutifolia</td>
<td>toyon</td>
</tr>
<tr>
<td>Sambucus nigra ssp. caerulea</td>
<td>elderberry</td>
</tr>
</tbody>
</table>

### Section 4.4.2  Planting Locations and Approach
The placement of both the shrubs and trees will be in a natural looking mosaic similar to the natural plant distribution observed at reference habitat types. Final numbers and placement will be determined and approved by a qualified biologist/restoration ecologist knowledgeable with local flora and plant communities. This same person will determine the locations and the need for supplemental broadcast seeding and plantings. For a schematic of on-site and off-site plant locations see Figures 1 and 2, respectively. The recommended
general locations of container plants to be planted within mitigation Areas 2 and 3 are provided in Table 4-2. The final planting totals and locations will be included in the first year monitoring report.

Section 4.4.3 Schedule

Site preparation including removal of invasive species will initiate in Spring 2014. Container plant installations and broadcast seeding will be initiated in Fall 2014 and be completed by Winter 2015. If necessary, a schedule for additional plantings will be determined by the project biologist/restoration ecologist based on the success of the year 1 plantings.

A schedule of monitoring, maintenance, and reporting activities is provided under Sections 5.1 and 5.2 (below).

Section 4.4.4 Irrigation

A fully functioning irrigation system is operable and has been used to water the on-site mitigation plantings within Area 2 along the western boundary as well as the fence-line in Area 3. The on-site irrigation system will need to be expanded to include areas 1, 2 (along the southern boundary) and 3 along the eastern edge of the trail. Future plantings and seedlings will be irrigated on an as needed basis for the first three years to ensure establishment success. Irrigation will be reduced incrementally each year as the plants become established. Year one the plants and seedlings will be watered bi-monthly between the months of March and October to ensure moisture within the root zone. During the winter months the plants will be watered once a month unless moisture levels are maintained through rain events. Years two and three the watering schedule will be determined during post-planting site monitoring based on individual plant establishment. Plantings will not be irrigated during years four - five following establishment. However, if during post-planting monitoring individual plant health seems to be deteriorating due to lack of water the project biologist/restoration ecologist may require supplemental watering to ensure long-term survival.

Irrigation for the off-site mitigation plantings will be in the form of aboveground sprinklers. The system shall be laid out to ensure wetting of the full root zone. The final layout design will depend on plant placement, water pressure and the size of the sprinkler nozzle. Along the sprinkler line a connection for a hose should be made available to allow for the hand watering of individuals during the first stages of establishment as necessary. The type of irrigation system and layout design is dependent on Rancho Simi Recreation and Park District approval and the availability of infrastructure. The watering schedule and the duration of watering will follow the same guidelines as stated above for the on-site mitigation plantings.

Section 4.5 Success Criteria and Contingency Measures

Based on field surveys prior to the construction of the AVR lot, the plant
communities present in mitigation Area 2, where on-site mitigation activities have occurred, was defined as a willow/mulefat scrub and an oak/non-native woodland (The Planning Corporation and Rachel Tierney Consulting, *Biological Assessment and Wetland Delineation All Valley Recreational Vehicle Storage Facility City of Simi Valley, July, 2004*). The drainage was described as follows: arroyo, sandbar, red willows (*Salix lasiolepis; S. laevigata; S. exigua*), mulefat (*Baccharis salicifolia*), and a dense understory of poison oak (*Toxicodendron diversilobum*) was found along the borders of the drainage; several coast live oak (*Quercus agrifolia*), eucalyptus (*Eucalyptus* sp.), and Peruvian pepper (*Schinus molle*) trees with an understory comprised of poison oak and non-native grasses were found scattered along the sides of the drainage; the banks were dominated by tree tobacco (*Nicotiana glauca*) and branching phacelia (*Phacelia ramossissima*); and the bed was absent of vegetation. On-site mitigation activities in 2009 resulted in one season of riparian creation/restoration with no follow-up monitoring or follow-up non-native vegetation removal. A site assessment conducted on August 8, 2013 by Envicom revealed that current total mean vegetation cover is 26% that is comprised of 16% native cover and 10% non-native cover. The native cover is predominately mulefat (9%) interspersed with coyote brush (*Baccharis pilularis*), western ragweed (*Ambrosia psilostachya*), California sagebrush (*Artemisia californica*), and black sage (*Salvia mellifera*). (Plate 1 Photo 1A).

Based on historical cover within this drainage (Area 2) and current conditions it is proposed that several aspects of the success criteria defined within the 2009 HMMP and the CDFW* permit be amended to reflect the vegetation cover that this site can successfully sustain long term. The ephemeral nature of the drainage that supports 1.39 acres of the 2.37 acres of on-site mitigation will not support a willow riparian community long term. However, based on the species currently present on site and the ephemeral nature of the drainage, a mulefat riparian shrubland can be supported. Accordingly, this vegetation community has a total mean vegetation cover of 38.5% comprised of an open to intermittent shrub layer, an open herbaceous layer, and the occasionally emergent tree. Therefore, a mulefat riparian community with emergent willow species is recommended for this site with a year 3 attainment of 30% and year 5 attainment of 60% absolute vegetative cover.

The upper slopes of Area 1 are sparsely vegetated with non-native tobacco tree and castor bean and Arroyo willows along the lower slopes. Due to proximity and similar pre-construction conditions, the vegetation community that will be re-established in Area 1 will be an extension of the mulefat riparian community.

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1. Based on a data collected during a site assessment on August 8, 2013 by Erin Avina, biologist/restoration ecologist, from Envicom Corporation.
2. Success criteria based on CDFW Section 1602 Streambed and/or Lake Alteration Agreement, Project Notification No. 1600-2007-0104-R3, April 22, 2008.
3. Total mean vegetation cover based on vegetation community description in Vegetation Classification of the Santa Monica Mountains National Recreation Area and Environ in Ventura and Los Angeles Counties, California, Version 1 - Association Level and Specific Alliances, by the California Department of Fish and Game Wildlife and Habitat Data Analysis Branch, California Native Plant Society Vegetation Program Sacramento, California, Todd Keeler-Wolf and Julie Evens.
that will be established in Area 2. Similarly, Area 1 will have a year 3 attainment of 30% and year 5 attainment of 60% absolute vegetative cover.

Mitigation Area 3 borders a fence-line and nature trail located along the eastern boundary of the site. Vegetation occurring within Area 3 is comprised of bougainvillea planted sporadically along the fence-line and several coast live oaks lining the northeastern edge of the sparsely vegetated nature trail. The few plant species occurring along the nature trail, including black mustard, horehound, and California sagebrush, are adapted to the dry conditions and the substantial amount of sun exposure that persists in Area 3. Therefore, a coastal sage scrub habitat dominated by species that are adapted to this type of environment, including California sagebrush, black sage, coyote brush, and giant wild rye, will be planted in Area 3. Coastal sage scrub communities comprised of these species maintain a total mean vegetation cover ranging from approximately 35% to 50%\textsuperscript{3}. Accordingly, a year 3 attainment of 40% and year 5 attainment of 70% absolute vegetative cover is recommended for Area 3.

Area 4 is located within the Arroyo Simi and currently maintains high native vegetative cover dominated by willow. However there are several stalks of giant reed (\textit{Arundo donax}) that must be removed to ensure that this intact condition is maintained. Accordingly, for restoration activities to be deemed successful no giant reed shall be present in Year 5 or at the close of the project.

The off-site location is dominated by upland non-native herbaceous species with emergent coast live oaks, valley oaks, California black walnuts, and elderberry (\textbf{Plate 1 Photo 1B}). The oak walnut savannah proposed in the 2009 HMMMP can be supported by the site provided the installed plants are thoroughly watered to ensure establishment. This type of vegetation has a total mean vegetation cover of 58.3% dominated by coast live oak and California walnut in the tree layer, a sparse to intermittent shrub layer, and diverse herbaceous layer. Hence, a year 3 attainment of 40% and year 5 attainment of 70% absolute vegetative cover is recommended.

\textbf{Table 4-5} outlines the current success criteria and whether progress towards completing these criteria have been achieved.

\begin{table}[h]
\centering
\begin{tabular}{|l|l|l|}
\hline
Proposed Success Criteria & Progress Completed & Criteria Achieved \\
\hline
Plantings shall have a minimum of 70% survival the first year and 90% survival thereafter & Unknown & No \\
\hline
Areas 1 and 2 plantings shall attain 30% absolute cover after 3 years & Area 2 plantings along the western border has a mean & No \\
\hline
\end{tabular}
\caption{Habitat Mitigation and Management Plan Success Criteria}
\end{table}
<table>
<thead>
<tr>
<th>Requirement</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Areas 1 and 2 plantings shall attain 60% absolute cover by Year 5 or at the close of the project</td>
<td>Year 5 has not yet elapsed. No</td>
</tr>
<tr>
<td>Area 3 plantings shall attain 40% absolute cover after 3 years</td>
<td>Area 3 plantings have not started. No</td>
</tr>
<tr>
<td>Area 3 plantings shall attain 70% absolute cover by Year 5 or at the close of the project</td>
<td>Area 3 plantings have not started. No</td>
</tr>
<tr>
<td>No giant reed shall be present in Area 4 by Year 5 or at close of project.</td>
<td>Area 4 giant reed removals have not started No</td>
</tr>
<tr>
<td>Off-site plantings shall attain 40% absolute cover after 3 years</td>
<td>Off-site plantings have not started. No</td>
</tr>
<tr>
<td>Off-site plantings shall attain 70% absolute cover by Year 5 or at the close of the project</td>
<td>Off-site plantings have not started. No</td>
</tr>
<tr>
<td>Plantings must survive and grow for at least three years without supplemental water</td>
<td>Plantings have been continually watered since installation No</td>
</tr>
<tr>
<td>No single species shall constitute more than 50% of the native vegetative cover</td>
<td>Mulefat (<em>Baccharis salicifolia</em>) constitutes 56% of the total native cover No</td>
</tr>
<tr>
<td>No woody invasive species shall be present</td>
<td>Eucalyptus, acacia, and tree tobacco (<em>Nicotiana glauca</em>) were found on-site No</td>
</tr>
<tr>
<td>Herbaceous invasive species shall not exceed 5% cover</td>
<td>No herbaceous invasive species recorded on-site exceeded ≥5% Yes</td>
</tr>
<tr>
<td>Creation of an on-site wildlife corridor</td>
<td>Wildlife corridor created along western boundary of site Yes</td>
</tr>
<tr>
<td>Installation of nature trail on-site.</td>
<td>Completed along the eastern boundary of the site, to be extended along the southern boundary of the site Yes</td>
</tr>
<tr>
<td>Remove 1 acre of giant reed (<em>Arundo donax</em>) along the Arroyo Simi.</td>
<td>Completed Yes</td>
</tr>
<tr>
<td>Re-connect the on-site drainage to the Arroyo Simi.</td>
<td>Completed Yes</td>
</tr>
<tr>
<td>Placement of a larger, pre-cast box culvert under Los Angeles Avenue</td>
<td>Completed Yes</td>
</tr>
<tr>
<td>Removal of concrete debris and other rubble</td>
<td>Partially completed with some concrete debris and Yes</td>
</tr>
<tr>
<td>Construction and maintenance of a 35-gallon wildlife guzzler on-site.</td>
<td>Construction of the wildlife guzzler has not started.</td>
</tr>
</tbody>
</table>

### Section 5.1 Monitoring Plan

Monitoring will be conducted to determine the degree to which project objectives and success criteria are met. Monitoring activities will consist of maintenance oversight, and field surveys that record site conditions through visual inspections and collection of quantitative data. Qualitative assessment field observations and fixed photographic points will also be used to characterize the quality of the created habitat. The defined performance criteria will be based on the functions and values similar to the undisturbed reference habitat. Following these monitoring events the project biologist/restoration ecologist shall prepare an annual monitoring report to document site observations, performance, problems, and any necessary changes that may be needed to ensure project success. These reports shall be based on the performance standards listed below.

**Performance Standards**

Starting after initial plant installations, habitat development trends will be tracked by the project biologist/restoration ecologist for a five-year period. All restored areas will be monitored bi-annually for the first two years and decrease to annual monitoring in years three through five. During these monitoring visits, the measurements will include:

**Qualitative Observations**
- Site conditions
- Plant health
- Success of maintenance activities
- Site photos

**Quantitative Observations**
- Percent survival of plantings
- Percent cover of native versus non-native species, including natural regeneration
- Number of native species present

The percent covers of vegetation from years one through four based on transect data are to be used for progress indicators for attaining the final performance goals. The project restoration ecologist will determine remedial measures necessary to facilitate compliance with performance standards. In year five the project will be deemed successful if the success criteria defined in Table 4-5 is achieved.
Section 5.1.1 Qualitative Monitoring Methods

- Site conditions - any observable disturbances or changes within the restoration sites, including increased wildlife activity and vandalism will be noted.
- Plant health - all installed plants shall be visually inspected and any evidence of disease, fungus, etc. shall be noted.
- Success of maintenance activities - maintenance activities shall be documented and submitted to project biologist/restoration ecologist prior to site monitoring to allow a visual assessment of treatment efficacy.
- Site photos – photographs taken from permanent photograph points will be taken during each monitoring visit to allow for visual assessment of site health.

Section 5.1.2 Quantitative Monitoring Methods

- Percent survival of plantings – the number of plants alive post-planting will be recorded to determine need for re-planting.
- Percent cover of native versus non-native species – the restored sites shall be measured using the line intercept method\(^4\) to allow for the percent cover of both natives and non-natives to be accurately estimated for the entire mitigation site.
- Number of native species present – a list of native and non-native species will be compiled as a component of restoration success.

Adaptive Management Plan

If any environmental uncertainties may arise throughout the course of this 5-year period, an Adaptive Management Plan shall be defined to ensure restoration objectives are met. Based on the data collected during monitoring visits, future phases may be modified and improved. This will allow the key uncertainties that are negatively impacting restoration success to be recognized and modifications to this updated HMMP to be made. The result will ultimately be a better informed and continuously improving restoration project.

Contingency Measures

In the event that survival and cover requirements have not been met, the Applicant is responsible for any replacement plantings or changes to the site maintenance plan necessary to achieve these requirements. All replacement plants shall be replaced with species and sizes approved by the project biologist/restoration ecologist. These replacement plants shall be monitored with the same survival and growth criteria. If success criteria are not being met due to inadequate maintenance, the project biologist/restoration ecologist will determine the cause of the failure and make the necessary modifications. The Applicant is responsible for implementing all contingency measures deemed necessary to ensure project success.

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\(^4\) Line intercept method as defined in Measuring and Monitoring Plant Populations by Caryl L. Elzinga, Daniel W. Salzer, and John W. Willoughby; available from the Bureau of Land Management
Section 5.2 Maintenance Plan

To ensure success of the mitigation plantings the following plan for site maintenance shall be adhered to:

- Plant Inspection
- Irrigation
- Non-native plant control

Plant Inspection

After initial planting, the project biologist/restoration ecologist will survey the restored mitigation area on a monthly basis for 9 months. During these monthly visits the project biologist/restoration ecologist will visually assess the health of the installed plants, look for evidence of successful germination of the seeded species, and require the re-planting or re-seeding of more vigorous species at the on-set of year 2 seasonal rains. The plants will be inspected during the post-planting monitoring visits thereafter.

Irrigation

Will follow the criteria and schedule laid out in Section 4.4.4 Irrigation above

Non-native Plant Control

Herbaceous weeds should be removed from the restored areas bi-annually throughout the duration of the project to ensure native species establishment. Efforts shall be taken to remove non-native species before they produce seed. Hand pulling is the preferred method to be used due to planting density and the proximity of the plantings to the drainage. All removed material will be disposed off-site.
FIGURES AND PHOTO PLATES
Photo 1A – Photo shows the present condition of the on-site mitigation located along the western border. Note the open shrub layer dominated by mulefat.

Photo 1B – Photo shows the present condition of the off-site mitigation. Note the emergent trees surrounded by a landscape dominated by upland non-native herbaceous species.

Representative Photographs of On-Site and Off-Site Mitigation Areas
Exhibit E
Title Report
[See Attached]
In response to the application for a policy of title insurance referenced herein, Chicago Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner’s Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Nebraska corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Insurance Company

Countersigned By:

Authorized Officer or Agent

By:

President

Attest:

Secretary
UPDATE: 1
Title Officer: Denise Hume
Email: HumeD@ctic.com
Phone No.: (805)656-1300 x5216
Fax No.: (805)642-8280
Title No.: 131501522-DH

PROPERTY ADDRESS(ES): Kuehner Drive, Simi Valley, CA

EFFECTIVE DATE: October 5, 2015 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

   CLTA Standard Coverage Policy 1990 (04-08-14)

1. The estate or interest in the Land hereinafter described or referred to covered by this Report is:
   Fee

2. Title to said estate or interest at the date hereof is vested in:
   Rancho Simi Recreation and Park District, a California governmental entity

3. The Land referred to in this Report is described as follows:
   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 637-0-070-340

Parcels B and C of Parcel Map LD-S-172, in the City of Simi Valley, County of Ventura, State of California, as per Map recorded in Book 32, Page 57 of Parcel Map, in the office of the County Recorder of said County.
AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2015-2016.

   Affects: Assessor’s Parcel No. 637-0-070-340

2. There were no taxes levied for the fiscal year 2014-2015 as the property was vested in a public entity.

3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

4. Privilege and right to extend drainage structures and excavation and embankment slopes over said land adjacent to the State Highway, as granted to the State of California in document

   Recording Date: June 1, 1937
   Recording No.: Book 507, Page 462 of Official Records

5. Waiver of any claims for damages to said Land by reason of the location, construction, landscaping or maintenance of the street or highway adjoining said Land, as contained in the deed to

   County/City/State: State of California
   Recorded: June 1, 1937, Book 507, Page 462 of Official Records

6. Privilege and right to extend drainage structures and excavation and embankment slopes over a portion of said land beyond the limit of the State Highway right of way, as reserved by the State of California, in an Abandonment of Right of Way.

   Recording Date: December 1, 1938
   Recording No.: Book 576, Page 52 of Official Records

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

   Granted to: Calleguas Municipal Water District
   Purpose: Water conduit and aqueduct
   Recording Date: February 24, 1965
   Recording No.: Book 2736, Page 216 of Official Records
   Affects: Portions of Parcels B and C

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

   Granted to: Ventura County Flood Control District
   Purpose: Flood control
   Recording Date: February 12, 1970
   Recording No.: Book 3621, Page 414 of Official Records
   Affects: A portion of Parcel B
9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: County of Ventura
Purpose: Construction and maintenance of constructed slopes as well as but not limited
to the right to construct and maintain a storm drain and/or water channel
Recording Date: March 5, 1974
Recording No.: Book 4231, Page 973 of Official Records
Affects: A portion of Parcel C

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Ventura County Flood Control District
Purpose: Flood control
Recorded: May 30, 1975, Book 4411, Page 588; and
March 8, 1976, Book 4551, Page 960 both of Official Records
Affects: A portion of Parcels B and C

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Calleguas Municipal Water District
Purpose: Water conduit
Recording Date: November 4, 1976
Recording No.: Book 4705, Page 314 of Official Records
Affects: Portions of Parcels B and C

12. Matters contained in that certain document

Entitled: Covenant Running With the Land
Dated: December 18, 1984
Executed by: Jensen Development Co.; Rocky Peak Industrial Park, Ltd; and
Lyons Medical Instrument Corporation
Recording Date: December 28, 1984
Recording No.: as Document No. 143325 of Official Records
Reference is hereby made to said document for full particulars.

13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Ventura Regional Sanitation District
Purpose: Subsurface sewer pipelines, including but not limited to such surface
installations and devices that are appurtenant to said sewer pipelines
Recording Date: May 24, 1985
Recording No.: as Document No. 54407 of Official Records
Affects: A portion of Parcels B and C
14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company
Purpose: Public utilities and incidental purposes
Recording Date: February 15, 2012
Recording No.: as Document No. 20120215-25023 of Official Records
Affects: A portion of said land

The exact location and extent of said easement is not disclosed of record.

END OF EXCEPTIONS
NOTES

Note 1. This Company will require evidence of compliance with the statutory limitations incident to the governmental agency named below, with reference to any conveyance of an interest in the Land this Company will be asked to record and/or rely upon in the issuance of any form of title insurance.

Governmental agency: Rancho Simi Recreation and Park District

Note 2. Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

Note 3. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

Note 4. Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

END OF NOTES
Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also No Representations or Warranties below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other websites, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender, marital status); (3) Internet protocol (or IP) address or device ID/UID; (4) social security number (SSN), student ID (SID), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "click tags"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable Information (e.g., click stream information, browser type, and time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at http://www.networkadvertising.org/.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: if you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF’s, FNF’s affiliates and third parties’ products and services.

Privacy Statement

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When Information is Disclosed By FNF
We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children
We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as the WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.

Parents should be aware that FNF’s Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children or others. In email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website
The Website may contain links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the practices of such websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users
If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information
Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purpose in this Privacy Notice, you may elect to opt out of such disclosure and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.
If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above in the above section “Additional Ways That Information is Collected Through the Website,” subsection “Third Party Opt Out.”

Access and Correction
To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights
Under California’s “Shine the Light” law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with “Request for California Privacy Information” in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the “Shine the Light” requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California’s Online Privacy Protection Act requires us to disclose how we respond to “do not track” requests and other similar mechanisms. Currently, our policy is that we do not recognize “do not track” requests from Internet browsers and similar devices.

FNF Compliance with California Online Privacy Protection Act
For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:
- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

No Representations or Warranties
By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided “as is” and “as available” for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice
By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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EFFECTIVE AS OF: MAY 1, 2015
ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims, or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

6. Any lien or right to a lien for services, labor or material not shown by the public records.
ATTACHMENT ONE
(CONTINUED)

CLTA HOMEOWNER’S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER’S POLICY OF TITLE INSURANCE (02-03-10)

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys’ fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.
   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.

3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.a., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.
   This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors’ rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner’s Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<table>
<thead>
<tr>
<th>Covered Risk</th>
<th>Your Deductible Amount</th>
<th>Our Maximum Dollar Limit of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>18</td>
<td>1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>19</td>
<td>1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>21</td>
<td>1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

Attachment One (06/03/11)
ATTACHMENT ONE
(CONTINUED)

AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys’ fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
   • land use
   • improvements on the land
   • land division
   • environmental protection

   This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.

   This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
   • a notice of exercising the right appears in the public records on the Policy Date
   • the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking

3. Title Risks:
   • that are created, allowed, or agreed to by you
   • that are known to you, but not to us, on the Policy Date-unless they appeared in the public records
   • that result in no loss to you
   • that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:
   • to any land outside the area specifically described and referred to in Item 3 of Schedule A
   • in streets, alleys, or waterways that touch your land

   This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.
ATTACHMENT ONE
(CONTINUED)

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors’ rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

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

1. (e) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be ascertained by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
ATTACHMENT ONE
(CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be ascertained by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
ATTACHMENT ONE
(CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.

6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.

8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies  Underwritten by FNF Underwriters
CTC - Chicago Title Company  CTIC - Chicago Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC)
Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 to 36 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

FEE REDUCTION SETTLEMENT PROGRAM (CTC, CTIC)
Eligible customers shall receive a $20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in The People of the State of California et al. v. Fidelity National Title Insurance Company et al., Sacramento Superior Court Case No. 99AS02793, and related cases.

DISASTER LOANS (CTIC)
The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC)
On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 32% to 50% of the appropriate title insurance rate, depending on the type of coverage selected.
Exhibits F

Current Natural Condition of the Easement Area

[See Attached]
Exhibit G

Passive Recreational Improvements on the Property

[See Attached]
Proposed Park Site Improvements

- Formal Park Entrances
- Picnic Table or Bench Location
- 5’-10’ Wide D.G. Walkway
- Interpretive Exhibit

Note:
The Park District reserves the right to adjust, relocate, modify, add, alter, or delete any of the park site amenities shown on this plan that best serve the interest of the Park District.

Rocky Pointe Park
Proposed Habitat and Environmental Mitigation
DATE: April 7, 2016

TO: District Manager

FROM: Director of Planning and Maintenance

SUBJECT: Request by Santa Susana Railroad Depot and Museum Director to Incorporate the Upstairs Portion of the Depot into the Existing Museum

Background and Overview:

The Santa Susana Railroad Depot was completed in March 1903 by the Southern Pacific Railroad. The depot was originally located at 4495 Los Angeles Avenue before it was moved by the Park District in 1975 to its current location at Santa Susana Park.

The Depot was designated as Ventura County Historical Landmark No. 29 in January 1976 and was dedicated by the Park District’s Board of Director’s on January 6, 1996. The renovation and modernization of the upstairs caretaker’s residence and east room was completed in January 2000. This is the same year that the Santa Susana Railroad Depot and Museum opened its doors to the public.

Since 2001, the Park District has retained the services of tenant caretakers to watch over the facility and perform minor maintenance tasks in exchange for living in the upstairs caretaker’s residence at no charge. The current tenant caretaker (a recently retired Park District employee) resided at the depot for the last eleven years.

In the event of termination of the employer-employee relationship between the Park District and the tenant employee, the caretaker’s rental agreement contained a clause requiring the tenant employee to vacate and surrender the premises back to the Park District within a period of ten (10) calendar days following the termination of employment. As a good will gesture to a former employee, the District Manager amended the caretaker’s agreement to allow the tenant employee to reside within the caretaker’s residence for an additional one hundred-twenty (120) calendar days following the termination of his employment.

The caretaker’s residence is now vacant, and staff believes that recruiting a new tenant caretaker is not in the best interest of the District. When the caretaker position was originally created, the purpose was to perform minor maintenance tasks and provide security. However, the minor maintenance tasks assigned to the tenant caretaker can easily be absorbed by the building maintenance staff, and a modern alarm system with motion sensors will be a more effective
security measure than a tenant caretaker who may not be continually present at the facility. Currently, all other primary Park District buildings are connected to a central base alarm system.

Staff has received a proposal from Mr. Thomas Bergh, the Santa Susana Railroad Depot and Museum Director, to expand the existing museum to incorporate the upstairs caretaker’s residence. Mr. Bergh’s proposal envisions converting the caretaker’s residence back to what it would have looked like in the 1930’s through the placement of period room décor and furnishings to depict the lifestyle of the railroad agents and their families. Similar to Strathearn Park, the exhibit areas will be roped off and viewing will only be permitted through docent-led tours. Mr. Bergh will be present at the April 7, 2016 Board of Directors meeting to make a presentation of his proposal to incorporate the upstairs portion of the depot into the existing museum.

**Board Action Requested:**

1. Review and discuss the Santa Susana Railroad Depot and Museum Director’s proposal to incorporate the upstairs portion of the depot into the existing museum and direct staff as to the Board’s desire to implement the project, or;

2. Review and discuss the Santa Susana Railroad Depot and Museum Director’s proposal to incorporate the upstairs portion of the depot into the existing museum and direct staff to refer this item to the Advance Planning Committee for further research and consideration.

Wayne Nakauka
Director of Planning and Maintenance
04 September 2015

PROPOSAL FOR INCORPORATING THE
UPSTAIRS PORTION OF THE DEPOT INTO
THE EXISTING MUSEUM

To: Larry Peterson-General Manager RSRPD
From: Thomas Bergh-Santa Susana and Railroad
Depot Museum Director
Railroad history is a cornerstone in the development of our community of Santa Susana.

Through displays, photographs and historic data, docents share working operations of the many Agents who worked in and around the Santa Susana Depot.

Discussions also lend to more specifics about the Agents working at the Depot. We are often asked if access is available to view the living quarters upstairs. If we have the opportunity to acquire the 2nd floor, visitors would share another aspect of the Agents and their family lifestyle. Rooms would be furnished and decorated with a mid-1930’s theme which would coincide with the proper time period. Docents would escort a few visitors at a time upstairs for viewing. Rooms would be roped off, allowing limited access.

This upstairs area would also give Docents an opportunity to talk about a family who worked and lived together, as husband and wife; Roscoe and Laura Sims. Their daughter, Barbara was born upstairs.

Given this opportunity, it would further enhance the public’s visit to our Depot and give our community many memories to share.
Displays for the Upstairs

Decorations and furnishings would be:

- Time period radio
- Coal burning stove
- Hoosier (kitchen cabinet)
- Oak buffet
- Wash stand
- Kitchen artifacts
- Vintage curtains
- Historical pictures
- Period correct lamps
- Tables and chairs
- Antique beds and dressers
- Wind-up record player
- Area rugs
- Vintage wind-up clock

The above items would keep in line with the historical values for the Santa Susana Depot. Other period type items may be added as needed.
Background History of Roscoe and Laura Sims:

Laura (Nobels) Sims was born in 1900. She was raised in Bishop, CA. She had just decided to go the University of Nevada to become a teacher, when she met Roscoe Sims and decided to be a wife and mother instead. Roscoe worked in Laws, Nevada at the Depot.

Roscoe and Laura moved to Oxnard where he worked for 7 years as the Agent for the railroad. In the spring of 1927 the family moved to the Santa Susana Depot. The railroad furnished the Agent and his family with living quarters in the rooms above the Depot.

Roscoe worked at the Santa Susana Depot for 16 years until 1943. Roscoe dared Laura to take up Railroading, she took him up on it and passed the test and was hired the same day. She worked at every station from Northridge to the Los Angeles Taylor Yards. She tried the Burbank tower location but couldn’t handle the Switch Levers of the interlocking machine. She also worked the Santa Barbara Passenger Station.

Roscoe Sims passed away in 1959 with 37 years of service with the railroad and Laura retired in 1968 with 25 years.

This is one of many stories we could tell, “If these walls could talk”!
Example of period kitchen
Example of period kitchen and dining area
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: April 7, 2016
TO: District Manager
FROM: Director of Planning and Maintenance
SUBJECT: Authorization to Solicit Bids for Weed Abatement Services at Various District Parks and Open Space Areas

Background and Overview:

Each year the Park District is responsible for performing weed abatement and brush clearance services on properties owned by the Park District that are adjacent to private residential homes and developments. These areas are commonly referred to as “Fuel Modification Zones”. These fuel modification zones typically extend 100 feet beyond all habitable buildings and structures.

For the past two years the Park District has combined and publicly bid the Simi Valley and Oak Park weed abatement service contract as one comprehensive bid package. By combining the two areas into one public bid package, the District has experienced a significant reduction in overall cost to perform the work.

This year, staff will be once again be combining the Simi Valley and Oak Park weed abatement service contract into one comprehensive bid package, as well as incorporating additional brush clearance for the open space areas in Oak Park to accommodate requests made by the Ventura County Fire Protection District.

Fiscal Impact:

Adequate funds have been earmarked in the FY 2015-16 Fiscal Budget under the General Fund for Simi Valley (Fund 10) and the Oak Park Special Zone Tax Fund (Fund 70) to complete this work.

Board Action Requested:

That the Board authorize the Solicitation of Bids for Weed Abatement Services at Various District Parks and Open Space Areas.

Wayne Nakaoka
Director of Planning and Maintenance

WN:bjm
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: April 7, 2016
TO: District Manager
FROM: Director of Recreation
SUBJECT: Discussion and Possible Approval to Install a Disc Golf Course Within the District's Sycamore Park

SUMMARY

The Disc Golf Course at Sequoia Park has been met with popularity and minimal complaints. It is staff's view that an additional course should be added at Sycamore Park. This will expand our offering of this popular amenity, will alleviate some of the use at Sequoia Park and will expand the disc golf opportunities in the community in an area of a park that is underutilized. Sycamore Park offers the ability for us to install twelve holes of disc golf and will avoid most the walking paths in the park.

As a reminder, there are four basic considerations when installing a disc golf course: design, targets, signs, and tees. Design being the critical factor in the long-term success of any disc golf course, staff has again enlisted the services of local designer Mike Byrne of Thousand Oaks. Mike designed our Sequoia Park course and was referred to us from Innova Disc Golf. Mike was the designer and is the tournament director at the Conejo Recreation and Park District Rabbit Flats Disc Golf Course and new Sapwi Course (Lang Ranch.) He previously has designed 6 temporary courses on the College of the Canyons campus and was the course pro at the Sylmar Disc Golf Course from 1988-2005. He plays regularly at our Sequoia Park course, as he works in Simi Valley, and has created a design at Sycamore Park that he is very excited about. It has longer holes, varied terrain, beautiful views and rock formations including Elephant Rock, an Historical Monument. See Exhibit A for course design.

Tee boxes are used at each disc golf hole to designate where the first throw is to be made from. We designed “natural” tee boxes at Sequoia Park and this has resulted in the grass wearing out at eight of the nine holes at our Sequoia Park course (one is on an existing cement sidewalk.) Staff is proposing we use dirt “natural” tee boxes at all but four of the twelve tee boxes at the Sycamore Park course. Three tees will be on sloped terrain and one is on uneven grass. Staff is proposing to place hard rubber mats made from recycled rubber tires, 5’ x 10’ each, at these four tee boxes at
Sycamore and eight tee boxes at the worn out grass areas of Sequoia Park. The two tee box markers at each tee showing the hole number and the direction of the target have worked well at Sequoia Park and we are planning on using the same markers at Sycamore Park. See Exhibit C.

Cost

The District’s approved Preliminary Budget for the current fiscal year allocates the amount of $20,000 for the purpose of installing disc golf. This project is also set forth on the District’s Priority Projects List. The Disc Golf course at Sequoia Park cost under $5,000. The disc golf targets and tee markers will cost $4,500 at Sycamore Park. Tee mats for eight tees at Sequoia and four tees at Sycamore will be an additional $2,000 in product cost. The total cost for materials to install the new course at Sycamore Park and add the reprocessed rubber mats at twelve tee boxes will total $6,500. Staff will pick up the tees to save on shipping and delivery charges, will level and install the rubber mat tee boxes and will install the targets in cement so there is additional installation costs that will be absorbed in regular wages. Signs are anticipated later.

RECOMMENDATION

Staff recommends the Board discuss and consider for approval the installation of a disc golf course within the District’s Sycamore Park located at 855 N. Planetree Avenue and the installation of rubber tee boxes where necessary.

Doug Gale
Director of Recreation
EXHIBIT A

Course Design/Layout
This course is suited to installing multiple sleeves for changing basket locations.

Baskets at 6, 7, 8 and 9 are close to rock, and will need approval for location.

Minor tee box work needed.

Tee Pad work needed. Levelled and/or pad.

Sycomore Park Disc Golf Layout
EXHIBIT B

Targets
EXHIBIT C

Tee Box Markers and Damaged Turf at Tee Box
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: April 7, 2016

TO: Board of Directors

FROM: District Manager

SUBJECT: Discussion and Possible Approval of an Amendment to the Purchase and Sale Agreement Between the Rancho Simi Recreation and Park District, Area Housing Authority of the County of Ventura, and USA Properties for the Purchase and Sale of the District’s Property Located at 1692 Sycamore Drive in Simi Valley Extending the Contingency Date from March 31, 2016 to April 29, 2016

SUMMARY

Pursuant to the previously approved and signed purchase and sale agreement for the sale of the District’s property located at 1692 Sycamore Drive in Simi Valley, the purchasing party has been performing its due diligence. Under the terms of the Purchase and Sale Agreement and the subsequently approved First Amendment the Contingency Date is currently March 31, 2016. More time is needed to evaluate the flood zone aspects of the property and its suitability for development. Based upon this staff recommends an extension of the Contingency Date from March 31, 2016 to April 30, 2016.

RECOMMENDATIONS

Staff recommends the Board approve a second amendment of the Purchase and Sale Agreement between the Rancho Simi Recreation and Park District, Area Housing Authority of the County of Ventura, and USA Properties for the purchase and sale of the District’s property located at 1692 Sycamore Drive in Simi Valley extending the Contingency Date from March 31, 2016 to April 30, 2016.

Larry Peterson
District Manager