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

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

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

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

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

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

We appreciate your attendance and hope to see you again.

YOUR BOARD OF DIRECTORS

Chair  Gene Hostetler  Vice Chair  Kate O’Brien  Director  Dee Dee Cavanaugh  Director  Elaine Freeman  Director  Mark Johnson

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 – November 3, 2016

V. SCHEDULED ITEMS AND PUBLIC HEARINGS
   A. Presentation of the Part-time Employee of the Month for November 2016 to Samantha Castagna 35-16-cc
   B. Presentation of the Full-time Employee of the Month for November 2016 to Jose Anaya 35-16-dd
   C. Administer Oath to Park District Board Members Appointed to Office by Ventura County Board of Supervisors in Connection with November 8, 2016 Presidential General Election Oral

VI. CONSENT AGENDA**
   A. Approval of Check Registers: 10/28/16, 11/10/16 (payroll); 10/31/16, 11/15/16 (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. Receive and File Conservation Easement Deed for Mitigation Area of Alamos Canyon 178-16-h
   B. Approval of Resolution Accepting a Grant Deed from Waste Management of California, Inc., Conveying to Rancho Simi Recreation and Park District a 326 Acre Parcel of Property Commonly Referred to as Alamos Canyon 178-16-i
   C. Approval of Resolution Accepting a Trail Easement Deed for Multipurpose Public Recreation Trail Purposes from Waste Management of California, Inc. in Alamos Canyon 178-16-j
   D. Approval of the Rancho Simi Recreation and Park District Board Schedule for 2017 Meetings, Workshops and Conferences 138-16-a
E. Approval of Reclassification of Executive Assistant to Human Resources Supervisor 35-16-ee

F. Approval of Award of Contract for Tree Pruning Services at Various District Parks 7-16-k

G. Review and Consideration of Constructing a Fenced-In Play Area at Big Sky Park 185-16-a

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 Acquisition: Property Located in Ventura County Commonly Referred to as Alamos Canyon Located West and 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 Party: 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
NOVEMBER 3, 2016, 6:30 P.M.

AGENDA ITEM

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

PLEDGE OF ALLEGIANCE: Led by Brian Reed

II. ROLL CALL: Present: Directors Johnson, Freeman, Cavanaugh, Vice Chair O’Brien, Chair Hostetler

Staff: Doug Gale, Wayne Nakaoka, Carol Odenberg, Theresa Pennington, Larry Peterson, Brian Pierik, Esq., Brian Reed

Guests: Ed Blalock, Family of Fidencio Ceja, Ken Gill, Summer Purvis, Nathan Sadowsky, John Van Diepen, Don Waite

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

None

IV. APPROVAL OF MINUTES:

(A) Approval of Minutes of the Special Meeting – October 20, 2016, 5:30 p.m.

ACTION: Vice Chair O’Brien moved to Approve Minutes of the Special Meeting of October 20, 2016, 5:30 p.m.; Director Freeman seconded the motion. Motion carried with a unanimous vote.

(B) Approval of Minutes of the Regular Meeting – October 20, 2016, 6:30 p.m.

ACTION: Director Cavanaugh moved to Approve Minutes of the Regular Meeting of October 20, 2016, 6:30 p.m.; Director Freeman seconded the motion. Motion carried with a unanimous vote.

V. SCHEDULED ITEMS AND PUBLIC HEARINGS:

(A) Presentation of the Full-time Employee of the Month for October 2016 to Fidencio Ceja 35-16-bb

Director of Administration reviewed the nomination. Chair Hostetler presented the Employee of the Month award to Fidencio and congratulated him on behalf of the Board. Fidencio said he appreciates the support and thanked everyone for the award. He also introduced his family, Maria, Jonathan, Jacob and Julian. Director of Planning & Maintenance said Fidencio started his employment with the District in Oak Park working part-time; he then was promoted into the full-time position. He said Fidencio is a hard worker and that he is glad he is with the Park District.
VI. CONSENT AGENDA:

(A) Approval of Check Registers: 10/14/16 (payroll); 10/15/16 (payables)

(B) Receive and File Letter from County of Ventura County Clerk and Recorder Regarding District Election 36-16-b

ACTION: Vice Chair O'Brien moved to Approve Items A and B; Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.

VII. CONTINUED BUSINESS:

None.

VIII. NEW BUSINESS:

(A) Discussion and Direction Regarding Michael Clark Memorial Plaque and Bench Condition and Relocation 63-16-b

District Manager referenced the photos included in the report and said that the District had dedicated the current Michael Clark memorial in 2004. Unfortunately, the memorial has been susceptible to vandalism as a result of its remote location, and it is now in a state of disrepair. The proposal is to relocate it to Rancho Tapo Community Park where it will be overlooking the reflecting pond at the Veterans Memorial. He noted that Officer Clark was also a veteran, having served in the Marine Corp., and that this information will be added to the memorial plaque. The Board discussed the item. They felt that it is important to move the memorial from its current location to a new one and that the proposed new site at Rancho Tapo Community Park is a great location and very appropriate.

ACTION: Director Freeman moved to Authorize the Purchase and Installation of a Michael Clark Memorial Bench and Plaque on the Southern Border of the Reflective Pond at Rancho Tapo Community Park; Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.

(B) Review and Approval of Conceptual Design for the Mae Boyar Recreation Building Replacement Project 68-16-c

Director of Planning & Maintenance introduced Francisco Behr, the Architect of the Mae Boyar Recreation Building.

District Manager Peterson said he wanted to clarify that five (5) committee members were present at the O.P. Committee meeting when this item was presented and that there was a 5/0 vote in favor of the conceptual design. Two (2) members were absent from that meeting – Janna Orkney and Shanna Carter. District Manager said he learned on November 3rd that Janna was not at that committee meeting because she said that she did not know of the meeting. He explained that the committee meeting information and the schedule of committee meetings were posted on the District’s website and were reviewed at the committee member's orientation. The meeting agenda and materials were also available for pick up at the Oak Park Community Center. District Manager said he has verified that the District now has Ms. Orkney's correct email address on file and that he also invited her to attend this Board meeting so that she may express her opinion on the conceptual design during Public Discussion or under the item. She informed the District Manager that she could not attend as she is working on her election for Calleguas, but that she would contact the District Manager on November 4th to express her opinion about the progressive attributes of the building.
Francisco Behr went on to present the conceptual design plans. He reviewed the processes and considerations involved with planning the structure and the parking area, including the traffic flow, landscape, value to the neighborhood, and other related items. He said the format involved with the building’s exterior and interior designs was to be sensitive to the neighborhood and to have an energy efficient building with a better connection to the park. He went over its structural design, materials and equipment, the interior rooms and outside areas. He pointed out the advantages in their functionality, durability, practicality, accessibility, safety and security, efficiency and cost-effectiveness. He also introduced Don Waite, Civil Engineer, who worked on the site plan. The Board Members further discussed the project and asked questions regarding certain aspects of the conceptual design plans.

ACTION: Director Freeman moved to Authorize Staff to Proceed with the Mae Boyar Recreation Building Replacement Project Based on the Conceptual Design Plans prepared by Behr-Browers Architects, Inc.; Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.

(C) Approval of Permit Agreements for Use of Recreational Facilities by Santa Susana Baseball League and Simi Valley Youth Baseball League 186-16-a

Summer Purvis, a parent with a child in the Santa Susana Baseball League, does not think allowing Simi Youth Baseball the use of their neighborhood fields benefits the SSBL children. The kids love playing in neighborhood fields with neighborhood friends, and she would like their fields to remain neighborhood fields. She said the parents help maintain their fields, which are immaculate; they do not believe others from across town will have the same pride as SSBL participants. She prefers kids and families have a choice to participate in either the Simi Youth Baseball league using their fields, or Santa Susana Baseball League using their neighborhood fields.

Ed Blalack has been with Santa Susana Baseball 14 years, and has been on the Board and has been a Past-President. He said there is a different environment with the two leagues. There exists some animosity and the two do not seem to get together. He does not think it is in the best interest of their league to give up 42% of their fields’ use to SYB to lessen the cost. He asked the Board to reconsider this proposed agreement.

John Van Diepen stated he was withdrawing his request to speak before the Board.

Nathan Sadowsky, representing Santa Susana Baseball, has been V.P. of a League division for 8 years. He feels Simi Youth Baseball is trying to take over more fields. The SSBL people are at the meeting in support of their nostalgic S.V. league. The majority playing in their fields are from Simi Valley and the local schools; their league prides itself on this. He said the leagues do not see eye to eye. SSBL takes pride in their fields. They do not believe the same care would be taken by the other league. He requested that the Board take this into consideration when making its decision. He said it will have a huge impact on this town. He pointed out that S.V. Little League in Knolls failed; it was overtaken by Simi Youth Baseball.

Director Freeman thanked the leagues’ representatives for attending the Board meeting. She said it is complicated with lots of people involved and with the limited amount of fields.

Director of Recreation said he met with Santa Susana Baseball League, and they indicated they could handle this agreement with Simi Youth Baseball. He said it would be on a trial basis for a year. The spring league is the primary league, and in six months there will be a mandatory review.
Director Johnson said the Knolls baseball fields were abandoned and the District asked the leagues if they would like to use them. The Park District offered to make those fields playable. The SSBL group wanted to know if they will have those fields. He discussed rescheduling of groups/timeslots and use of the fields. There are five clubs in the community now; local children are first and foremost and there must be 75% from Simi Valley. He reiterated that this is a temporary change for now. We will see how this facility sharing works out. The arrangement will be reviewed after registrations are known, and adjustments may be made by the District to make it as fair as possible for both groups.

Director Cavanaugh thanked the representatives for coming to the meeting and said she understands their heart is in this. She said the District examines the numbers. If one entity needs more use and the other entity has more fields than their registrations require, that must be taken into consideration. The rosters will be reviewed. The playing times allotted will be a reasonable percentage. If there is an issue with maintenance, the head of both leagues will need to work together on that. The District’s goal is to distribute the fields. Director Cavanaugh said she is for this Agreement so that the kids will have fields to play on.

Simi Youth Baseball representatives said the Agreement is fine with their League. They said they have been trying to get both leagues together for the youth but were unsuccessful, and that they do understand SSBL’s passion and its history. They came to the Park District with the issue of having a certain number of registrants in their league but not enough fields.

Chair Hostetler asked some questions regarding their registration numbers. He was informed they are still taking registrants up to January 31, 2017. They had 632 last spring in their league.

Director Freeman also asked some questions on the registration numbers and asked SYB if they could provide a numbers report back sooner. SYB representatives said they would provide numbers before their opening day in February 2017. Director Freeman suggested the Board approve the agreement with the stipulation that the Agreement will be adjusted based on the league’s number of registrants.

Summer Purvis stated that this will be the demise of Santa Susana Baseball.

ACTION: Director Freeman moved to Approve Permit Agreements for Use of Recreational Facilities by Santa Susana Baseball League and Simi Valley Youth Baseball League and Require the District to Review How it is Working and League Registrations and to Make any Necessary Adjustments at the Board’s First Meeting in February 2017; Vice Chair O’Brien seconded the motion. Motion carried with the following roll-call vote:

(D) Approval and Adoption of Part-time Employee Pay Schedule by Rancho Simi Recreation and Park District Board of Directors with Effective Date of January 1, 2017 35-16-cc

ACTION: Director Cavanaugh moved to Approve and Adopt Part-time Employee Pay Schedule by Rancho Simi Recreation and Park District Board of Directors with Effective Date of January 1, 2017; Director Freeman seconded the motion. Motion carried with a unanimous vote.

(E) Selection of Candidate in Runoff Election for Ventura LAFCo Independent Special District Alternate Member 46-16-c

ACTION: Vice Chair O’Brien moved to Select Al Fox as Candidate in the Runoff Election for Ventura LAFCo Independent Special District Alternate Member; Director Johnson seconded the motion. Motion carried with a unanimous vote.
(F) Approval of Amendment to Exclusive Listing Agreement Between District and CBRE to Extend Term to December 31, 2017

ACTION: Director Johnson moved to Approve Amendment to Exclusive Listing Agreement Between District and CBRE to Extend Term to December 31, 2017; Vice Chair O’Brien seconded the motion. Motion carried with a unanimous vote.

IX. WRITTEN COMMUNICATIONS OF NOTE:

(A) Letter from Kiwanis Club of Simi Valley Thanking District for Allowing Use of Strathearn Historical Park for the Cowboys & Cabernet Event 73-16-b

Letter was received and filed.

(B) Letter from Leadership Simi Valley Steering Committee Thanking District for its Participation and Hosting of the 2016-17 Leadership Class at Strathearn Historical Park and Santa Susana Depot 73-16-c

Letter was received and filed.

X. REPORTS BY BOARD MEMBERS:

Director Johnson attended a Personnel Committee meeting.

Director Johnson attended a Santa Monica Mountains Conservancy meeting.

Vice Chair O’Brien did not have any committee meetings this period.

Vice Chair O’Brien stated that she will be attending the active shooter workshop in Camarillo. She also inquired when the next qualifying session will take place for District Park Rangers. Staff stated they will check into this and provide Vice Chair O’Brien with the date and details.

Director Cavanaugh attended a Youth Activities Committee meeting, and said the items were previously covered.

Director Freeman attended a CALAFCO conference. She said the conference was quite good, and also conveyed that the incumbent was re-elected to the CALAFCO board.

Director Freeman asked about the tenant improvements at the Guardian Building and was provided an update from staff. She also asked if the Development Advisory Committee (DAC) had considered USA’s plans to develop Sycamore Drive Community Center. Staff responded that it did not receive notice that the meeting has occurred.

Director Freeman attended a Chamber legislative meeting. She notified staff that their new manager would like to have a tour of the District’s parks. District Manager will coordinate a meeting and tour with the Chamber CEO and Director Freeman.

Director Freeman stated that trees have been planted in memory of individuals as part of prior Arbor Day events. She suggested that the District may want to have the names of those individuals represented on the plot sites entered on the District’s website.
Director Freeman inquired about the turf condition at Runkle Canyon.

Chair Hostetler attended the Personnel Committee meeting.

XI. REPORT BY DISTRICT MANAGER:

District Manager did not have any additional items to report.

XII. CLOSED SESSION:

None.

XIII. ADJOURNMENT: Director Cavanaugh moved to adjourn the meeting at 8:31 p.m.; Vice Chair O’Bien 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: December 1, 2016

To: District Manager

From: Director of Administration

Re: Presentation of the Part-Time Employee of the Month for November 2016 to Samantha Castagna

PART-TIME EMPLOYEE OF THE MONTH FOR NOVEMBER 2016

The Part Time Employee of the Month for November 2016 is Samantha Castagna. Samantha is a Part-time Site Director in the Recreation Department. She has been working for the District since June 24, 2014. This is Samantha’s first award for employee of the month.

The person who nominated Samantha stated the following: I am nominating Samantha the Hillside Teen Club Director for part-time employee of the month. Samantha began working with RSRPD as an After School Club counselor for Medea Creek Teen Club and within a three month period she was promoted to Assistant Director and shortly after that, Samantha was promoted to Site Director at Hillside Teen Club. She has dedicated all her efforts into becoming a great employee who cares about, respects and supports the teen club staff, teens and the rest of the District employees. It is clear to me Samantha has been a great employee to have at RSRPD for many reasons. One of the main reasons Samantha is such an asset is because she is one of the most dedicated and creative Directors I have ever met. She takes creativity to a new level and this is crucial for the teen club program. Her innovative ideas have brought the teen clubs to new heights and they have truly made a lasting impact. She thinks of creative games, activities, solutions to problems, and so much more. Any category that comes along, she can find a way to make it one of a kind and fun for everyone. Samantha has always been able to connect with the kids on a level that is amazing to see. They listen to her, confide in her and they respect her. In addition, she is hard working, reliable and the most dedicated employee I have come across. If you ask her to do something, it is done. If you ask her to help, she does everything possible and comes through for her fellow coworkers. She goes above and beyond for her teens, parents, staff and co-workers as well. She is not only a hard worker but she is a leader. She knows how to handle tasks and problems without being told what to do. She has a natural instinct to be active and think ahead. Her goals are for her own club as well as the organization as a whole. For these reasons, I believe Samantha should be the employee of the month.
BOARD ACTION

Samantha has been invited to attend the December 1, 2016 board meeting to receive a plaque and a check for $75.00 from the Board Chair.

Theresa Pennington
Director of Administration
RANCHO SIMI RECREATION AND PARK DISTRICT
Interoffice Memorandum

Date: December 1, 2016
To: District Manager
From: Director of Administration
Re: Presentation of the Full-Time Employee of the Month for November 2016 to Jose Anaya

FULL-TIME EMPLOYEE OF THE MONTH FOR NOVEMBER 2016

The District’s full-time employee of the month for November 2016 is Jose Anaya. Jose is a Groundskeeper I in the Planning and Maintenance Department; he has been working for the District for six years. This is his second employee of the month award.

NOMINATION NARRATION

The person who nominated Jose “Red” Anaya had this to say: Red has been with the District since March 2010 where he worked as a part-time employee with the Utility and Mow Crew. He was promoted to Full-time Groundskeeper I and transferred to the West Crew where he did an outstanding job working the weekend shift. In May 2016, Red transferred to the Far West Crew. He works very hard and never complains about tasks or assignments he is given. He is a team player, works well with all members of his crew and has the admiration and respect of the crew and the public for his excellent maintenance of Rancho Madera Community Park. I have observed Red’s professional skills as well as his interpersonal style. He is consistently pleasant and takes on all assignments with enthusiasm and dedication. Red always delivers and takes pride in his work and is the consummate multi tasker. His experience with heavy equipment and his mechanical skills make him a great asset to the crew. He is a pleasure to work with and we are fortunate to have him on the Far West Crew.

BOARD ACTION

Jose has been invited to attend the December 1, 2016, board meeting to receive a plaque from the Board Chair. He is also eligible for a day off with pay within the next 60 days.

Theresa Pennington
Director of Administration
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: December 1, 2016
TO: Board of Directors
FROM: District Manager
SUBJECT: Receive and File Conservation Easement Deed for Mitigation Area of Alamos Canyon

SUMMARY

On August 4, 2016, the Board approved an Agreement for Purchase and Sale of Real Estate ("Agreement") with Waste Management to purchase approximately 326 acres in Alamos Canyon ("Property"). Attached is the legal description and sketch of the Property. Escrow is presently set to close on the sale of the Property on or before December 18, 2016.

There are several conditions to the close of escrow in the Agreement. One of those conditions (Section 8.11.1) is the execution of a Conservation Easement Deed between the County of Ventura and Waste Management for approximately 58 acres of the Property which has been designated as a Mitigation Area due to its environmentally sensitive nature.

Attached is a copy of the Conservation Easement Deed which has recently been finalized and executed by both Waste Management and the County of Ventura.

The District is not a party to the Conservation Easement Deed. However, once escrow closes and the Property is owned by the District, then the District will be the successor in interest to Waste Management and will assume the rights and obligations of Waste Management under the terms of the Conservation Easement Deed.

RECOMMENDATION

Staff recommends the Board receive and file the attached Conservation Easement Deed.

[Signature]
Larry Peterson
District Manager
LEGAL DESCRIPTION AND SKETCH
EXHIBIT “A”
(LEGAL DESCRIPTION – ALAMOS CANYON)

North Parcel

Those portions of Parcel 1 and Parcel 2 of Parcel Map Waiver No. SD06-0072 (Lot Line Adjustment) recorded on June 10, 2008 per Instrument No. 20080610-00091642 of Official Records, partially in the City of Simi Valley and partially in the unincorporated territory of the County of Ventura, State of California and being a portion of Tract “J” of the Rancho Simi, as per the Map recorded in Book 3 at Page 7 of Miscellaneous Records (Maps), all in the Office of the County Recorder of said county, being more particularly described as follows:

Beginning at the easterly terminus of the 38th course of Parcel 46571-1 shown as [ S 82°45’58” E, 210.00 feet ] in the Final Order of Condemnation to the State of California recorded on August 7, 1975 in Book 4443, at Page 319 of Official Records of said county; thence leaving said 38th course,

1st North 34°31’36" East, a distance of 827.08 feet to a point on the northerly line of said Parcel 2, also being a point on the 23rd course shown as [ radius of 6500.00 feet, central angle of 16°28’32", arc length of 1869.09 ] in the LAFCO document entitled “West End Reorganization to the City of Simi Valley / to the Simi Valley County Sanitation District / to Waterworks District No. 8 / from the Ventura County Resource Conservation District” recorded on July 24, 1984 as Document No. 81333 in Official Records of said county, a radial line to said point bears North 08°55’17" East, said point bears an arc length of 1413.69 feet, through a central angle of 12°27’41" from the easterly terminus of said 23rd course; thence leaving said northerly line,

2nd North 05°11’54" East, a distance of 856.46 feet; thence,

3rd North 48°47’52" East, a distance of 2435.32 feet; thence,

4th North 38°05’47" East, a distance of 731.37 feet, more or less, to a point on the southwesterly prolongation of the 2nd course shown as [ North 71°34’ East, 126.48 chains ] in the deed to Union Oil Company of California recorded on February 16, 1949 in Book 858, at Page 530 of Official Records of said county; thence along said prolongation,

5th North 72°00’59" East, a distance of 1303.82 feet, more or less, to the easterly line of said Parcel 1 and the northwest corner of said deed to Union Oil Company; thence along the easterly line of said Parcel 1 and the westerly line of the Tapo Subdivision of said Rancho Simi,

6th North 00°26’59" East, a distance of 1970.00 feet; thence leaving said easterly line,
7th South 50°00'00" West, a distance of 3280.00 feet to a point which bears North 21°34'21" East, a distance of 4277.89 feet from said Point of Beginning; thence,

8th South 41°12'25" West, a distance of 3429.25 feet; thence,

9th South 75°00'00" West, a distance of 1710.00 feet; thence,

10th North 73°33'34" West, a distance of 1064.89 feet, more or less, to the northeasterly terminus of the 102nd course shown as [South 46°59'00" West, 290.00 feet] in the LAFCO document entitled “INCORPORATION OF MOORPARK” recorded on March 30, 1983 as Document No. 31119 of Official Records of said county; thence along said 102nd course and the easterly boundary of last said LAFCO document the following 6 courses (102nd through 107th),

11th South 47°28'10" West, a distance of 290.00 feet; thence,

12th South 41°01'10" West, a distance of 362.60 feet; thence,

13th South 28°00'10" West, a distance of 78.50 feet; thence,

14th South 06°07'10" West, a distance of 95.00 feet; thence,

15th South 20°31'50" East, a distance of 596.50 feet; thence,

16th South 15°03'50" East, a distance of 299.28 feet, more or less, to a point on the 23rd course of said Parcel 46571-1 shown as [S 72°35'05" E, 558.05 feet] in said Final Order of Condemnation to the State of California; thence along said 23rd course,

17th South 72°35'05" East, a distance of 236.99 feet, more or less, to the southeasterly terminus of said 23rd course; thence continuing along the boundary of said Parcel 46571-1 the following 15 courses (24th through 38th),

18th North 47°30'32" East, a distance of 81.39 feet; thence,

19th South 66°58'04" East, a distance of 226.11 feet; thence,

20th North 67°44'47" East, a distance of 298.09 feet; thence,

21st South 32°12'17" East, a distance of 190.20 feet; thence,

22nd North 42°18'09" East, a distance of 132.00 feet; thence,

23rd North 81°25'53" East, a distance of 341.04 feet; thence,

24th South 86°43'13" East, a distance of 500.22 feet; thence,
25th  South 49°03'36" East, a distance of 247.03 feet; thence,
26th  North 84°22'28" East, a distance of 614.02 feet; thence,
27th  South 87°03'01" East, a distance of 330.21 feet; thence,
28th  South 87°23'16" East, a distance of 120.10 feet; thence,
29th  North 67°12'46" East, a distance of 273.21 feet; thence,
30th  North 24°46'16" West, a distance of 126.51 feet; thence,
31st  North 32°38'30" East, a distance of 221.42 feet; thence,
32nd  South 82°45'58" East, a distance of 210.00 feet to the Point of Beginning.

Contains: 280.94 Acres, more or less.

South Parcel

That portion of Parcel 2 of Parcel Map Waiver No. SD06-0072 (Lot Line Adjustment) recorded June 10, 2008 per Instrument No. 20080610-00091642 of Official Records, partially in the City of Simi Valley and partially in the unincorporated territory of the County of Ventura, State of California and being a portion of Tract "J" of the Rancho Simi, as per the Map recorded in Book 3 at Page 7 of Miscellaneous Records (Maps), all in the Office of the County Recorder of said county, lying westerly of the following described line:

Beginning at the easterly terminus of the 86th course of Parcel 46571-1 shown as [ N 78°02'49" W, 310.00 feet ] in the Final Order of Condemnation to the State of California recorded on August 7, 1975 in Book 4443, at Page 319 of Official Records of said county; thence leaving said 86th course,

1st  South 10°07'13" West, a distance of 617.17 feet, more or less, in a direct line to the easterly terminus of Course 159 of Exhibit "B" on southerly line of said Parcel 2, delineated as being a curve concave southerly having a radius of 3324.08 feet and an arc length of 30.46 feet, said curve also being on the northerly line of the 100 foot wide strip of land described in the deed to Southern Pacific Railroad Company recorded on December 30, 1899 in Book 62, at Page 192 of Deeds, in said office.

Contains: 45.06 Acres, more or less.

The above described parcels of land are delineated on the attached Exhibit "B".
SURVEYOR'S NOTE
THE COURSES AND DISTANCES SHOWN HEREOB REFLECT RECORD DATA PER THE WRITTEN DEEDS, AND ARE NOT THE RESULTS OF A FIELD SURVEY, OR MATHEMATICALLY CLOSED BOUNDARY SURVEY.

AREA
NORTH PARCEL (N OF SR-118) 280.94 ACRES, MORE OR LESS
SOUTH PARCEL (S OF SR-118) 45.06 ACRES, MORE OR LESS

RECORD REFERENCES
R1 FINAL ORDER OF CONDEMNATION, TO THE STATE OF CALIFORNIA RECORDED AUGUST 7, 1975, BOOK 4443 PAGE 319 OR
R2 CALIFORNIA DIVISION OF HIGHWAYS R/W MAP F-2121
R3 PMW NO SD 06-0072 (LLA), RECORDED JUNE 10, 2008, DOC NO. 20080610-00091642 OR.
R4 WEST END REORGANIZATION TO THE CITY OF SIMI VALLEY, RECORDED JULY 24, 1984, DOC NO. 84-81333 OR
R5 UNION OIL COMPANY OF CALIFORNIA, RECORDED FEBRUARY 16, 1949, BOOK 858, PAGE 530 OR
R6 INCORPORATION OF MOORPARK, RECORDED MARCH 30, 1983, DOC NO. 83-31119 OR

HATCHED AREA DENOTES LAND DESCRIBED IN THE ATTACHED EXHIBIT "A"

WILLIAM T. HURDLE
PLS 5453

JENSEN DESIGN & SURVEY, INC. 1672 DONLON STREET, VENTURA, CA 93003 (805) 654-6977
CONSERVATION EASEMENT
CONSERVATION EASEMENT DEED

For valuable consideration, receipt of which is hereby acknowledged, Waste Management of California, Incorporated ("Waste Management" or "Grantor"), voluntarily grants to the County of Ventura ("County"), a permanent easement for conservation purposes consisting of the covenants, terms, conditions and restrictions set forth herein ("Conservation Easement"). This Conservation Easement is made and granted as of November 16, 2016 ("Effective Date").

RECITALS

A. Waste Management is the sole owner in fee simple of real property located in the unincorporated County of Ventura, State of California, legally described on Exhibit "A" hereto (the "Property"). Waste Management herein grants this Conservation Easement over an approximately fifty-eight (58) acre portion of the Property (the "Easement Area"). The Easement Area is legally described and shown on Exhibit "B" hereto.

B. The Easement Area possesses wildlife and habitat values of importance to the County, the State of California and the United States.

C. On July 19, 2011, the County approved Waste Management's Simi Valley Landfill and Recycling Center Expansion Project on the Property as described and conditioned in the following discretionary land use entitlement: Major Modification No. 8 to Conditional Use Permit No. 3142 (Case No. LU07-0048), as revised pursuant to Permit Adjustment ("PAJ") Case No. LU12-0056, PAJ Case No. PL14-0036, PAJ Case No. PL14-0031, and PAJ Case No. PL15-0055 (collectively, the "Project").

D. Waste Management's voluntary conveyance of and compliance with this Conservation Easement to the County are integral parts of Waste Management's Project and provided the County's decision-makers with a partial basis for making the requisite findings for approving the Project under the County's General Plan, Non-Coastal Zoning Ordinance, and the California Environmental Quality Act ("CEQA"). Waste Management's conveyance of this Conservation Easement to the County also serves as required mitigation under CEQA to compensate for the Project's potential impacts on biological resources as explained in the Environmental Impact Report prepared for the Project and certified by the County on July 19, 2011.

E. Waste Management's development of the Project will also require approvals, agreements, and/or permits granted to Waste Management from the California Department of Fish and Wildlife and the United States Army Corps of Engineers requiring the preservation and enhancement of portions
of the Easement Area.

F. The Easement Area shall 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, and educational values (collectively, “Conservation Values”). The Conservation Values are of importance to the County, the State of California and the United States.

G. The County is authorized to hold conservation easements pursuant to Civil Code section 815.3, subdivision (b), and is otherwise authorized to acquire and hold title to real property.

H. Rancho Simi Recreation and Park District, a public recreation and park district based in the city of Simi Valley (“Rancho Simi”), intends to acquire ownership in fee simple of the Property, including the Easement Area, and to develop and manage portions of the Easement Area as authorized herein to facilitate public passive recreational uses thereof, consistent with the language 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 State of California, including Civil Code section 815, et seq., Waste Management hereby voluntarily grants and conveys to the County, this Conservation Easement in perpetuity over the Easement Area of the nature and character hereinafter set forth. This Conservation Easement shall run with the land and be binding on Waste Management’s successors, assigns, lessees, and other occupiers and users of the Easement Area or any portion of it.

1. Purpose.

(a) The purposes of this Conservation Easement are to (i) ensure the Easement Area will be restored, managed and preserved in a Natural Condition, as defined herein, in perpetuity, and (ii) prevent any use of the Easement Area that will impair or interfere with the Conservation Values of the Easement Area (collectively, the “Purpose”). This Conservation Easement will confine the use of the Easement Area to such activities and improvements described herein that are consistent and compatible with the stated Purpose, including without limitation, those involving the restoration, management, and preservation of native plant and animal species and their natural habitats, and the passive recreational uses and related improvements that: Rancho Simi is authorized to facilitate and develop hereunder.

(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 on the Effective Date, as such condition is thereafter restored and enhanced as a result of Grantor’s implementation of the final, County-approved “Habitat Restoration and Management Plan” dated January 2016, the terms of which are incorporated herein, the original on file with the County Planning Division and in possession of Grantor, the cover page of which is attached hereto as Exhibit “C.”

(c) Grantor represents and warrants that, to the best of Grantor’s knowledge, there are no other previously granted leases, easements, or other encumbrances existing on the Easement Area that interfere or conflict with the covenants, terms, conditions or restrictions of this Conservation Easement. In particular, Grantor represents and warrants that the certain Oil, Gas and Mineral Lease entered into as of July 15, 2014, by and between Waste Management of California, Inc. and Vintage
Production Company LLC, conveys certain property use and occupancy rights to Vintage Production Company LLC that are subject to the covenants, terms, conditions or restrictions of this Conservation Easement. In this regard, Grantor represents and warrants that the Oil Lease is expressly subordinated to the covenants, terms, conditions and restrictions of this Conservation Easement related to the Habitat Corridor as described in the Oil Lease, including Sections 19 and 35 thereof, which expressly reference and contemplate Grantor’s conveyance of this Conservation Easement to County, with County being referenced in said sections of the Oil Lease as “some other similar land conservation organization” and “any other similar organization” to which Grantor intended to convey this instrument for the purpose of ensuring the conservation and protection of the Easement Area pursuant to this Conservation Easement.

The Natural Condition of the Easement Area is evidenced by a color aerial photograph of the Easement Area with an overlay of the Easement Area boundaries attached hereto as Exhibit “D.”

2. County’s Rights. To accomplish the Purpose of this Conservation Easement, Grantor hereby grants and conveys the following rights and obligations to County:

   (a) To preserve and protect the Conservation Values of the Easement Area;

   (b) To enter upon the Easement Area at reasonable times in order to monitor compliance with and to otherwise enforce the terms of this Conservation Easement, provided that County shall first notify and obtain written consent, prior to any access upon the Easement Area, from Grantor, which consent shall not to be unreasonably withheld, to immediately enter upon the Easement Area in the event of emergency provided that notice shall be given in writing to Grantor immediately and not later than twenty-four (24) hours after initial emergency access, and further provided that in either case County shall not unreasonably interfere with Grantor’s use and quiet enjoyment of the Easement Area or the Property;

   (c) To prevent any activity on or use of the Easement Area that is inconsistent with the covenants, terms, conditions or restrictions of this Conservation Easement and to require the restoration, at Grantor’s sole expense, of such areas or features of the Easement Area that are damaged by any act, failure to act, or any use that is inconsistent with the covenants, terms, conditions or restrictions of this Conservation Easement;

   (d) All air and water rights necessary to protect and sustain the Natural Condition of the Easement Area; and

   (e) All present and future development rights to the extent such development is inconsistent with the covenants, terms, conditions or restrictions of this Conservation Easement.

3. Prohibited Uses. Any activity on or use of the Easement Area that is inconsistent with the Purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses by Grantor and its lessees, invitees, agents, assigns, employees, representatives, successors, and third parties are expressly prohibited on the Easement Area, unless and to the extent that any such uses or activities are specifically required by an emergency or federal, state, local, or administrative agency statute, ordinance, rule, regulation, permit, order or requirement (collectively, “Applicable Law”):

   (a) Unseasonable or supplemental watering, except as required to restore and maintain the Easement Area in accordance with the Habitat Restoration and Management Plan;
(b) Use of herbicides, pesticides, biocides, fertilizers, or other agricultural chemicals or weed abatement activities, except as required to implement the Habitat Restoration and Management Plan;

(c) Fire protection activities that are incompatible with the Purpose of this Conservation Easement, except to the extent fire protection, e.g. fire breaks or roads, are already in existence as of the Effective Date and/or fire protection activities otherwise allowed in this Conservation Easement, including but not limited to in emergency conditions;

(d) Use of off-road vehicles and use of any other motorized vehicles except (i) on existing roadways, (ii) to the extent such vehicles are required to restore and/or maintain the Easement Area in accordance with the Habitat Restoration and Management Plan, or (iii) to the extent authorized pursuant to Section 4 below;

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

(f) Active recreational uses and activities including but not limited to hunting, fishing, use of remote-controlled vehicles, use of power-operated bicycles and other motorized vehicles for recreation, use of drones or remote-controlled airplanes while the operator is located on the Easement Area;

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

(h) Construction, reconstruction, installation, grading, or excavation of or for any building, road, above-ground or subsurface pipeline, recreational trail, billboard, sign, fence, or any other structure or improvement (collectively, "Improvement"), except to the extent an Improvement is (i) required by the Habitat Restoration and Management Plan, or (ii) authorized pursuant to Section 4 below;

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

(j) Planting, gardening, introducing, or dispersing any non-native plant or animal species;

(k) Filling, dumping, excavating, draining, dredging, mining, drilling, removing, exploring for, extracting, or transporting by pipeline or other means any minerals, oil, produced fluids, natural gas, loam, gravel, soil, rock, sand, or other material on, from, or across the surface of the Easement Area;

(l) Removing, destroying, or cutting of trees, shrubs, or other vegetation, except to the extent required (i) for emergency fire breaks by Applicable Law, (ii) to prevent or treat disease, (iii) to control invasive species which threaten the integrity of the natural habitat or native species, (iv) to implement the Habitat Restoration and Management Plan, or (v) to develop or maintain an Improvement expressly authorized pursuant to Section 4 below; and

(m) 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.
(n) Grantor and County acknowledge that, in view of the perpetual nature of this Conservation Easement, it is impossible to foresee all potential future uses and Improvements that could occur on the Easement Area. County shall therefore determine in writing, upon the written request of Grantor or its successors or assigns, whether or not proposed new uses or Improvements, or proposed modifications to existing uses or Improvements, which are not contemplated by and/or addressed in this Conservation Easement, are consistent with the Purpose of this Conservation Easement.

4. Authorized Passive Recreational Uses and Related Improvements. Rancho Simi may develop and manage portions of the Easement Area to facilitate and manage public passive recreational uses thereon such as hiking, jogging, bicycling, horseback riding, nature viewing, and similar low-intensity passive recreational activities ("Passive Recreational Uses"), but only to the extent authorized by, and in accordance with, the trail improvement plan attached as Exhibit "E" hereto ("Trail Improvement Plan") and Applicable Law. The Trail Improvement Plan shall, at a minimum, include the following components: (a) a description and depiction of the location and dimensions of all authorized trails, signs, and other Improvements; (b) a description of the equipment, vehicles and methods that may be used to develop and maintain all authorized trails, signs, and other Improvements; (c) the rules and regulations that Rancho Simi shall impose and reasonably enforce in providing public access to the Easement Area and authorizing the Passive Recreational Uses thereon. All amendments to the Trail Improvement Plan shall be approved in advance in writing by the County's Planning Director. County shall have the right to require Rancho Simi, by written notice, to take additional measures, beyond those set forth in the Trail Improvement Plan, to further manage, limit, or prohibit some or all Passive Recreational Uses in the Easement Area to the extent such uses result in the degradation of the Natural Condition, conflict with the Purpose of this Conservation Easement, or conflict with Applicable Law. If Rancho Simi or its invitees do not comply with required measures or use the Easement Area in an unauthorized or illegal manner, Grantor shall have no duty under Paragraph 5(b).

5. Grantor's Duties. To accomplish the Purpose of this Conservation Easement, Grantor and/or its successors and assigns, shall do the following:

(a) Pursuant to the Project's Condition of Approval No. 38 of Conditional Use Permit No. 3142, Waste Management shall undertake all habitat restoration, construction of required Improvements if any, maintenance, monitoring, and reporting regarding the Easement Area in accordance with the Habitat Restoration and Management Plan. In the event Waste Management conveys ownership of the Easement Area to a third party, Waste Management shall remain responsible to undertake, complete, and otherwise comply with the Habitat Restoration and Management Plan;

(b) Undertake all reasonable actions to prevent the unauthorized entry onto and use of the Easement Area by persons whose activities may degrade or harm the Natural Condition of the Easement Area;

(c) Cooperate with County in the protection of the Conservation Values; and

(d) Repair and restore any damage to the Easement Area directly or indirectly caused by Grantor, Grantor's invitees, representatives, employees or agents, and third parties within Grantor's control; provided, however, that Grantor, its successors or assigns shall not engage in any repair or restoration work in the Easement Area without first obtaining the County's approval in a writing signed by the Ventura County Planning Director.
6. Reserved Rights. Grantor reserves unto itself and its successors and assigns all rights accruing from its ownership of the Easement Area, including the right to engage in or to authorize or invite others to engage in all uses of the Easement Area that are not prohibited or limited by, and are consistent with, the Purpose of this Conservation Easement. Without limiting the generality of the foregoing, the following uses are allowed:

(a) Reasonable access through the Easement Area to adjacent land over existing roads, or to perform obligations or other activities on the Easement Area as expressly permitted by this Conservation Easement; and

(b) Removal or trimming of vegetation to comply with Applicable Law or downed or damaged due to fire or other natural disaster, removal of human-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, provided that such activities are consistent with Applicable Law and do not conflict with the enhancement and preservation of the Natural Condition of the Easement Area or the Habitat Restoration and Management Plan.

7. County's Remedies.

(a) If County determines that Grantor is in violation of this Conservation Easement, or that a violation is threatened, County shall give written notice to Grantor of such violation and demand in writing the cure of such violation. Unless County and Grantor agree to a different cure date, if Grantor fails to cure the violation within 30 calendar days after its receipt of said written notice and demand from County, or said cure reasonably requires more than 30 calendar days to complete and Grantor fails to begin the cure within the 30 calendar day period or fails to continue diligently to complete the cure, County may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by Grantor with this Conservation Easement, to recover any damages to which County may be entitled for violation by Grantor of this Conservation Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for 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. Without limiting Grantor's liability therefor, County may apply any damages recovered to the cost of undertaking any corrective action on the Easement Area.

(b) If County, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Natural Condition of the Easement Area, County may pursue its remedies under this Conservation Easement without prior notice to Grantor or without waiting for the period provided for cure to expire. County's rights under this subsection apply equally to actual or immediately threatened violations of this Conservation Easement. Grantor agrees that County's remedies at law for any violation of this Conservation Easement are inadequate and that County shall be entitled to the injunctive relief described in this subsection, both prohibitive and mandatory, in addition to such other relief to which County may be entitled, including specific performance of Grantor's obligations under this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(c) Enforcement of the terms of this Conservation Easement by County shall be at the discretion of County, and any forbearance by it to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by County of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of their rights under this
Conservation Easement. No delay or omission by County in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(d) Nothing contained in this Conservation Easement shall be construed to entitle County to bring any action against Grantor for any injury to or change in the Easement Area resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury resulting from such causes, including but not limited to fire protection activities carried out pursuant to Applicable Law under emergency conditions.

(e) The rights and remedies of County stated in this Section 7 are cumulative and in addition to all remedies now or hereafter existing at law or in equity.

8. Costs and Liabilities. Other than as specified herein and except as designated in Paragraph 10, this Conservation Easement does not impose any legal or other responsibility on the County, or in any way affect any existing obligations of the Grantor as the owner of the Easement Area. Among other things, this shall apply to:

(a) Taxes. Grantor shall continue to be solely responsible for payment of all taxes, fees, charges, and assessments of any nature levied on or assessed against the Easement Area (collectively “taxes”), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall provide County with satisfactory evidence of payment upon request.

(b) Operation and Maintenance. County shall have no duty or responsibility to perform the management, operation, enhancement, or maintenance of the Easement Area, the monitoring of dangerous conditions thereon, or the protection of Grantor or any third parties from risks relating to conditions on the Easement Area.

(c) Defense and Indemnification. Grantor, its successors and assigns shall hold harmless, protect, defend (with counsel acceptable to County) and indemnify the County and each of its directors, officers, employees, agents, contractors, and representatives and the agents, successors and assigns of each of them (collectively, "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, 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 arising from or related to the Easement Area regardless of cause, unless caused by the negligence or willful misconduct of any of the Indemnified Parties.

9. No Public Access Created By Conservation Easement. No right of public access to or use of any portion of the Easement Area is created or granted by this Conservation Easement. This Conservation Easement, however, shall not preclude the right of public access to and use of the Easement Area provided that such access and use is consistent with the covenants, terms, conditions and restrictions of this Conservation Easement including but not limited to Section 4 above.

10. Subsequent Transfers.

(a) The covenants, terms, conditions, and restrictions of this Conservation Easement are intended to and shall run with the land and bind all present and future owners, lessees, assignees,
and successors-in-interest of any legal interest in the Easement Area. Grantor or, if Grantor grants title or interest to a successor, each successor in ownership of the Easement Area ("Successor") shall: (i) incorporate by reference to the title of and the recording information of this Conservation Easement in any deed or other legal instrument by which it 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 of the existence, terms and conditions of this Conservation Easement. Grantor or each Successor shall give written notice to County of its intent to temporarily or permanently transfer or lease any ownership or possessory interest in the Conservation Easement at least 60 calendar days prior to the date of such transfer or lease. The failure of Grantor or a Successor to perform any act provided in this Section shall not impair the validity of this Conservation Easement, constitute a material breach hereof, or limit its enforceability in any way.

(b) From and after the date of any non-permanent transfer or lease of all or any portion of the Easement Area by Grantor or a Successor, and each transfer thereafter, the transferee shall be deemed to have jointly and severally assumed and accepted each of the obligations, restrictions and potential liabilities of the Grantor or Successor as to the portion transferred. Notwithstanding the foregoing, pursuant to Section 5(a) above, Grantor is responsible for implementing the Habitat Restoration and Management Plan.

(c) From and after the date of any sale or other permanent conveyance of all or any portion of the Easement Area by Grantor or a Successor, and each transfer thereafter, the transferring party shall have no further obligations hereunder except that liability for acts or omissions by the transferring party occurring prior to said transfer shall remain the responsibility and liability of the responsible transferring party. Notwithstanding the foregoing, pursuant to Section 5(a) above, Grantor is responsible for implementing the Habitat Restoration and Management Plan.

11. Release and Termination. This Conservation Easement may be released and terminated if, following a public hearing, the Ventura County Board of Supervisors determines that circumstances have arisen, through no fault or responsibility of Grantor or a Successor, that render the Purpose of this Conservation Easement impossible to accomplish. County shall promptly record a notice of release and termination of this Conservation Easement in the official records of the County in the event of its release and termination. In the event Grantor or a Successor requests the release and termination of this Conservation Easement, the requesting Grantor or Successor shall pay all fees and costs incurred by County to process any such request at the rates set forth in the then-applicable County Planning Division rate and fee schedule.

12. Amendment. This Conservation Easement may be amended only by mutual written agreement duly approved by authorized representatives of Grantor and the County, or these parties' respective successors-in-interest. Any amendment must be consistent with the Purpose of this Conservation Easement. Any amendment must refer to this Conservation Easement by reference to its recordation date, and must be recorded in the official records of the County. In the event Grantor or a Successor requests the amendment of this Conservation Easement, the requesting Grantor or Successor shall pay all fees and costs incurred by County to process any such request, with County's fees and costs payable at the rates set forth in the then-applicable County Planning Division rate and fee schedule. No alteration, modification or amendment of this Conservation Easement shall be valid unless it complies with this Section.

13. Compliance with Applicable Law. All uses, structures and improvements authorized under this Conservation Easement shall be done in accordance with Applicable Law, including in accordance with any applicable permits or approvals issued by a governmental agency under
Applicable Law. The fact that a use, structure or improvement is authorized under this Conservation Easement does not constitute the County’s or other governmental agency’s approval or permitting of the use, structure or other improvement to the extent that such approval or permitting is required under Applicable Law.

14. Notices. Any notices given pursuant to this Conservation Easement shall be in writing and given by (i) personal delivery, (ii) registered or certified mail, postage prepaid, return receipt requested, or (iii) nationally recognized overnight carrier to the parties at the addresses set forth below:

To Grantor:
Waste Management of California, Inc.
d/b/a Simi Valley Landfill and Recycling Center
9081 Tujunga Avenue
Sun Valley, CA 91352
Attn: Scott Tignac, District Manager, and Catherine Riegle Finley, Esq.

To County:
VENTURA COUNTY PLANNING DIVISION
800 S. Victoria Avenue L#1740
Ventura, CA 93009
Attn: Planning Director

Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight carrier or, in the case of delivery by first class mail, five calendar days after deposit into the United States mail. Any party may, from time to time, by written notice to the other, designate a different address for notice, which shall be substituted for the one specified above.


(a) Controlling Law. The laws of the State of California 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 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 specifically referred to herein all of which are incorporated herein by this reference, set forth the entire agreement of the parties regarding the subject matter herein and supersede all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement.
(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, each Successor, and their respective successors and assigns, and shall constitute a servitude running in perpetuity with the Easement Area.

(g) 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.

(h) No Merger. Should County or any successor in interest to County 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.

(i) Recitals. The parties stipulate and agree that each of the facts, statements and representations contained in the RECITALS section is accurate. These facts, statements, and representations are a binding, material part of the Conservation Easement.

(j) Authority. Grantor has been duly organized, is validly existing, and is in good standing in the State of California. Grantor has the full right and authority and has obtained any and all consents and approvals required to convey and enter into this Conservation Easement and to consummate and carry out the activities contemplated hereby. The individual executing this Conservation Easement on behalf of Grantor is duly authorized to do so for the purpose of legally binding Grantor to the covenants, terms, conditions and restrictions contained herein.

IN WITNESS WHEREOF, Grantor has executed and delivered this Conservation Easement to County, and County has accepted this Conservation Easement, as of the Effective Date above written.
GRANTOR

WASTE MANAGEMENT OF CALIFORNIA, INC.

By:  

Name: JAMES A. WILSON

Title: VICE PRESIDENT

State of California  ILLINOIS
County of DU PAGE

On NOVEMBER 11, 2016 before me, VIDYA SHIRISH DARSHANE
Notary Public, personally appeared

JAMES A. WILSON______________________________, 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.
COUNTY OF VENTURA

By: [Signature]

Name: Kim L. Prillhart

Title: Planning Director

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 November 15, 2016, before me, Anna Asterino Hall, Notary Public, personally appeared Kim L. Prillhart, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature]

Signature of the Notary Public

 SEAL
CERTIFICATE OF ACCEPTANCE

This is to certify that the Conservation Easement is accepted by the undersigned officer on behalf of the County of Ventura, pursuant to the authority conferred by the Ventura County Municipal Code, and the County of Ventura consents to recordation thereof by its duly authorized office.

COUNTY OF VENTURA
By: [Signature]
Name: Kim L. Prillhart
Title: Planning Director

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STATE OF CALIFORNIA
COUNTY OF VENTURA

On November 15, 2016, before me, Anna Asterino Hall, Notary Public, personally appeared Kim L. Prillhart, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the Instrument.

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

WITNESS my hand and official seal.

Signature [Signature of the Notary Public]
(Seal)
Exhibit A

Legal Description of Property

[See Attached]
EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SIMI VALLEY, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:


EXCEPTING FROM A PORTION OF SAID LAND (0.849 ACRE) THAT PORTION OF SAID PROPERTY LYING BELOW A DEPTH OF FIVE HUNDRED (500) FEET MEASURED VERTICALLY FROM THE CONTOUR OF THE SURFACE THEREOF; PROVIDED, HOWEVER, THAT GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHALL NOT HAVE THE RIGHT FOR ANY PURPOSES WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF THE PROPERTY GRANTED HEREIN OR MADE PART THEREOF LYING BETWEEN SAID SURFACE AND FIVE HUNDRED (500) FEET BELOW SAID SURFACE AS EXCEPTED IN DEED FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY RECORDED JULY 31, 1974 AS INSTRUMENT NO. 59825, IN BOOK 4294, PAGE 396, OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION DESCRIBED AS ESTATE 1 (NO. 2 CANYON DEBRIS BASIN) CONVEYED TO VENTURA COUNTY WATERSHED PROTECTION DISTRICT BY GRANT DEED RECORDED SEPTEMBER 8, 2004 AS INSTRUMENT NO. 2004-0245548, OF OFFICIAL RECORDS.

ALSO EXCEPTING THAT PORTION OF SAID PARCEL A, BETTER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY OF STATE HIGHWAY 118; SAID POINT BEING THE INTERSECTION OF THE FORTY-EIGHTH (48TH) COURSE OF SAID NORTHERLY RIGHT OF WAY LINE RECITED AS NORTH 86°06'06" EAST 866.56 FEET OF PARCEL NO. 66571-1 AS DESCRIBED IN THE "FINAL ORDER OF CONDEMNATION" RECORDED IN BOOK 4443, PAGE 319, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THE TENTH (10TH) COURSE RECITED AS NORTH 45°00'10" WEST 1275.00 FEET OF THE LAND DESCRIBED IN THE LEASE RECORDED IN BOOK 3887, PAGE 74, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY (AS RECITED IN SAID DOCUMENT) THE FOLLOWING SIX COURSES:

1. SOUTH 86°06'06" WEST 380.79 FEET; THENCE,
2. SOUTH 72°02'14" WEST 217.32 FEET; THENCE,
3. NORTH 62°19'41" WEST 108.73 FEET; THENCE,
4. NORTH 13°36'03" WEST 164.56 FEET; THENCE,
5. NORTH 61°55'11" WEST 421.46 FEET; THENCE,
6. NORTH 83°41'17" WEST 80.00 FEET, TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF PARCEL B, AS SHOWN AND DESIGNATED ON THAT CERTAIN PARCEL MAP WAIVER (LOT LINE ADJUSTMENT) NO. 670, RECORDED JUNE 9, 1993 AS DOCUMENT NO. 93-104328 OF OFFICIAL RECORDS, AND ON THAT CERTAIN LOT LINE ADJUSTMENT NO. LD-S-515, RECORDED JUNE 9, 1993 AS DOCUMENT NO. 93-104329 OF OFFICIAL RECORDS, THENCE LEAVING SAID NORTHERLY RIGHT OF WAY AND ALONG THE EASTERLY LINE OF SAID PARCEL B THE FOLLOWING FOUR COURSES:

7. NORTH 20°16'00" EAST 350.00 FEET; THENCE,
8. NORTH 07°35'00" WEST 360.00 FEET; THENCE,
9. NORTH 16°04'00" EAST 285.00 FEET; THENCE,
EXHIBIT A (Continued)

10. North 40°20'00" East 201.89 feet to a point of intersection with the City of Simi Valley boundary line as described in Instrument No. 81333 recorded July 24, 1984, said point lying on a tangent curve concave to the South having a radius of 6590.00 feet and through said point a radial line bears North 15°14'34" East; thence.

11. Southwesterly along the prolongation of said curve and said City boundary, through a central angle of 06°08'23" a distance of 696.53 feet to the easterly line of said Parcel A; thence along said easterly line the following two courses:

12. South 00°00'00" East 990.13 feet, thence,

13. South 45°00'00" East 323.55 feet to the point of beginning.

PARCEL 2:

Parcel B, as shown and designated on that certain parcel map waiver (Lot Line Adjustment) No. 670, recorded June 9, 1993 as Document No. 93-104128 of official records, and on that certain Lot Line Adjustment No. LD-S-515, recorded June 9, 1993 as Document No. 93-104332 of official records, in the City of Simi Valley, County of Ventura, State of California, and being a portion of Section 6, Township 2 North, Range 18 West, Rancho Simi, a portion of Section 1, Township 2 North, Range 19 West, Rancho Simi, a portion of Section 3, Township 3 North, Range 19 West, Rancho Simi, and a portion of Section 31, Township 3 North, Range 18 West, Rancho Simi, as per map recorded in Book 3, Page 7 of Miscellaneous Records in the Office of the County Recorder of said County.

Excepting from a portion of said land (0.849 acre) that portion of said property lying below a depth of five hundred (500) feet measured vertically from the contour of the surface thereof; provided, however, that grantor, its successors and assigns, shall not have the right for any purposes whatsoever to enter upon, into or through the surface of the property granted herein or made part thereof lying between said surface and five hundred (500) feet below said surface as excepted in deed from Southern Pacific Transportation Company recorded July 31, 1974 as Instrument No. 30825, in Book 4294, Page 166 of official records.

Also excepting therefrom that portion of said land lying within the land described as "Parcel 1" in the deed to Southern Pacific Company, a corporation, recorded December 21, 1960 in Book 1941, Page 397 of official records.

Together with that portion of Parcel A, as shown and designated on that certain parcel map waiver (Lot Line Adjustment) No. 1247, recorded August 19, 2004 as Document No. 04-0228728 of official records, partly in the City of Moorpark, partly in the City of Simi Valley, and partly in the unincorporated territory in the County of Ventura, State of California and being a portion of Tract 1 of the Rancho Simi, as per map recorded in Book 3, Page 7 of Miscellaneous Records in the Office of the County Recorder of said County, better described as follows:

Beginning at a point on the north right of way of State Highway 118; said point being the intersection of the forty-eighth (48th) course of said north right of way line recited as north 89°06'06" East 586.36 feet of parcel No. 46571-1 as described in the "final order of condemnation" recorded in Book 4443, Page 312 in the Office of the Recorder of said County, and the tenth (10th) course recited as North 45°00'00" West 1275.00 feet of the land described in the deed recorded in Book 3587, Page 74 in the Office of the County Recorder of said County; thence westerly along said right of way (as recited in said document) the following six courses:
EXHIBIT A
(Continued)

7. SOUTH 86°06'06" WEST 380.79 FEET; THENCE,
8. SOUTH 72°02'14" WEST 217.32 FEET; THENCE,
9. NORTH 62°19'41" WEST 108.73 FEET; THENCE,
10. NORTH 13°36'05" WEST 164.58 FEET; THENCE,
11. NORTH 61°59'11" WEST 421.46 FEET; THENCE,
12. NORTH 83°41'17" WEST 80.00 FEET; TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID PARCEL B; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY AND ALONG THE EASTERLY LINE OF PARCEL B THE FOLLOWING FOUR COURSES:

7. NORTH 20°16'00" EAST 350.00 FEET; THENCE,
8. NORTH 07°35'80" WEST 360.00 FEET; THENCE,
9. NORTH 16°04'00" EAST 285.00 FEET; THENCE,
10. NORTH 40°20'00" EAST 201.89 FEET TO A POINT OF INTERSECTION WITH THE CITY OF SIMI VALLEY BOUNDARY LINE AS DESCRIBED IN INSTRUMENT NO. 81333 RECORDER JULY 24, 1984, SAID POINT LYING ON A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 6500.00 FEET AND THROUGH SAID POINT A RADIAL LINE BEARS NORTH 15°14'34" EAST; THENCE,
11. SOUTHEASTERLY ALONG THE PROLONGATION OF SAID CURVE AND SAID CITY BOUNDARY, THROUGH A CENTRAL ANGLE OF 06°08'23" A DISTANCE OF 696.33 FEET TO THE EASTERLY LINE OF SAID PARCEL A; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING TWO COURSES:

14. SOUTH 00°00'00" EAST 990.13 FEET, THENCE,
15. SOUTH 45°00'00" EAST 323.35 FEET TO THE POINT OF BEGINNING.

SAYD LAND IS DESCRIBED ABOVE BASED UPON THAT CERTAIN PARCEL MAP WAIVER (LOT LINE ADJUSTMENT) NO. SD06-4072, A CERTIFIED COPY THEREOF RECORDED JUNE 10, 2008 AS INSTRUMENT NO. 20080610-00091642, OF OFFICIAL RECORDS.

NOTE: THE ABOVE LEGAL DESCRIPTION IS SOLELY FOR USE IN THIS REPORT AND MAY NOT BE CONSIDERED FOR USE IN ANY POLICY OF TITLE INSURANCE WITHOUT SPECIFIC APPROVAL BY OUR ENGINEERING DEPARTMENT. THIS COMPANY ASSUMES NO LIABILITY IF THIS REPORT IS USED FOR ANY PURPOSES IN VIOLATION OF THE REAL ESTATE LAW AND/OR SUBDIVISION MAP ACT.
Exhibit B
Legal Description and Depiction of Easement Area

[See Attached]
EXHIBIT B

ALAMOS CANYON DEDICATION AREA

Being a portion of Tract "I" of the Rancho Simi as per map recorded in Book 3, Page 7 of
Miscellaneous Records (Maps), partly in the City of Simi Valley and partly in the unincorporated
territory of the County of Ventura, State of California recorded in the office of the County
Recorder of said County described as follows.

Commencing at a 4" x 4" x 36" redwood post, painted white, set in a mound of rocks at the
southwest corner of the subdivision delineated as "Tappo" Subdivision per said Map recorded in
Book 3, Page 7 of Miscellaneous Records (Maps), said corner also being the southwest corner of
the land described in the deed to Union Oil Company of California recorded on February 16,
1949 in Book 858, at Page 530 of Official Records; thence along the westerly line of said Tappo
Subdivision and said Deed, North 6600.00 feet (100.00 chains) to the northwest corner of said
Deed to Union Oil Company; thence leaving said west line, South 75°06'33" West 1083.84 feet
to the True Point of Beginning; thence South 87°48'36" West 315.85 feet; thence
South 33°31'50" West 55.09 feet; thence South 50°09'11" West 35.92 feet; thence
South 57°36'11" West 65.33 feet; thence South 71°12'06" West 43.56 feet; thence
South 78°15'47" West 59.46 feet; thence South 71°59'12" West 33.16 feet to the beginning of a
curve concave southeasterly and having a radius of 19.00 feet; thence southwesterly and
southerly along said curve 22.65 feet through a central angle of 68°18'47"; thence
South 03°40'25" West 20.08 feet; thence South 08°26'44' East 18.85 feet; thence
South 59°02'02" West 17.44 feet; thence South 45°13'40" West 23.31 feet; thence
South 32°33'02" West 32.03 feet; thence South 22°50'11" West 30.67 feet; thence
South 17°12'03" West 67.89 feet; thence South 27°48'22" West 47.40 feet; thence
South 25°19'07" West 56.31 feet; thence South 03°20'56" East 20.50 feet; thence
South 08°26'10" East 37.69 feet; thence South 31°25'10" West 27.55 feet to the beginning of a
curve concave easterly and having a radius of 59.00 feet, thence southerly along said curve 31.64
feet through a central angle of 30°43'22"; thence South 00°41'48" West 61.13 feet to the
beginning of a curve concave northwesterly and having a radius of 25.00 feet, thence southerly
along said curve 20.73 feet through a central angle of 47°31'09"; thence South 48°12'57" West

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85.72 feet; thence South 51°45'26" West 146.91 feet; thence South 59°49'22" West 67.49 feet;

thence South 39°40'02" West 61.53 feet; thence South 32°39'19" West 11.98 feet; thence
South 57°26'00" East 32.10 feet; thence South 62°07'55" West 34.01 feet;

thence South 49°53'37" West 6.46 feet to the beginning of a curve concave easterly and having a
radius of 6.00 feet, thence southerly along said curve 6.25 feet through a central angle of
59°38'37"; thence South 09°45'00" East 29.21 feet; thence South 00°33'43" West 57.66 feet;

thence South 07°35'00" East 23.95 feet; thence South 48°24'53" East 47.71 feet; thence
South 37°39'44" East 15.67 feet; thence South 09°22'06" East 40.27 feet; thence
South 12°37'55" West 12.70 feet; thence South 28°07'56" West 5.84 feet; thence
South 47°48'46" West 25.42 feet to the beginning of a curve concave northerly and having a
radius of 11.00 feet, thence southwesterly and northerly along said curve 22.38 feet through a
central angle of 116°35'40"; thence North 15°35'35" West 17.78 feet; thence
North 19°08'51" West 33.49 feet; thence North 27°50'24" West 7.47 feet to the beginning of a
curve concave southerly and having a radius of 2.00 feet, thence northerly, westerly and
southerly along said curve 5.33 feet through a central angle of 152°42'19"; thence
South 00°32'43" East 11.50 feet; thence South 08°14'27" East 27.86 feet; thence
South 02°23'25" West 25.76 feet to the beginning of a curve concave northwesterly and having a
radius of 30.00 feet, thence southerly along said curve 30.00 feet through a central angle of
57°17'53"; thence South 59°41'18" West 41.27 feet; thence South 77°57'16" West 28.50 feet;
thence North 75°58'07" West 44.53 feet; thence North 68°37'36" West 35.38 feet to the
beginning of a curve concave easterly and having a radius of 11.00 feet, thence westerly and
northerly along said curve 18.04 feet through a central angle of 93°57'52"; thence
North 25°20'27" East 30.55 feet to the beginning of a curve concave southwesterly and having a
radius of 10.00 feet, thence northerly and westerly along said curve 22.43 feet through a central
angle of 128°29'43"; thence South 76°50'44" West 8.30 feet; thence
South 51°16'24" West 6.74 feet; thence South 71°18'33" West 27.09 feet; thence
South 60°19'20" West 17.99 feet; thence South 63°21'05" West 24.74 feet; thence
South 56°02'14" West 15.42 feet; thence South 59°49'39" West 29.76 feet; thence
South 67°34'12" West 32.50 feet; thence South 58°17'01" West 19.03 feet to the beginning of a
curve concave easterly and having a radius of 24.00 feet, thence southerly along said curve a
distance of 31.58 feet through a central angle of 75°23'33"; thence South 17°06'32" East 45.60
feet to the beginning of a curve concave westerly and having a radius of 27.00 feet, thence
southerly along said curve 17.44 feet through a central angle of 37°00'22"; thence

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South 19°53'49" West 45.07 feet; thence South 28°45'50" West 14.72 feet; thence
South 69°35'42" West 69.53 feet to the beginning of a curve concave northeasterly and having a
radius of 3.50 feet; thence westerly and northerly along said curve 9.30 feet through a central
angle of 152°13'32"; thence North 41°49'14" East 33.40 feet to the beginning of a curve concave
southwesterly and having a radius of 7.50 feet, thence northeasterly, northerly and westerly along
said curve 20.62 feet through a central angle of 157°32'11"; thence South 64°17'03" West 41.64
feet to the beginning of a curve concave northerly and having a radius of 13.00 feet, thence
westerly along said curve 19.11 feet through a central angle of 84°13'14";
thence North 31°29'43" West 28.17 feet; thence North 02°28'46" West 51.72 feet,
thence North 29°01'19" West 79.92 feet; thence North 51°48'23" West 23.63 feet;
thence North 76°51'19" West 22.61 feet; thence North 84°11'47" West 17.11 feet;
thence South 88°16'35" West 24.43 feet; thence North 67°04'40" West 13.45 feet;
thence South 88°03'44" West 3.34 feet; thence South 46°32'42" West 30.18 feet;
thence South 38°40'03" West 13.95 feet; thence South 39°39'34" West 31.90 feet;
thence South 45°52'47" West 36.90 feet; thence South 53°41'46" West 23.84 feet;
thence South 64°19'58" West 20.66 feet; thence South 38°55'16" West 4.74 feet;
thence South 16°07'41" West 8.19 feet to the beginning of a curve concave northwesterly and
having a radius of 4.00 feet, thence southerly and westerly along said curve 5.83 feet through a
central angle of 83°31'14"; thence North 80°21'05" West 6.56 feet to the beginning of a curve
concave southeasterly and having a radius of 4.50 feet, thence westerly and southerly along said
curve 7.52 feet through a central angle of 95°47'13"; thence South 03°51'42" West 12.59 feet;
thence South 22°59'12" West 8.63 feet; thence South 45°37'04" West 21.62 feet; thence
South 34°00'48" West 27.99 feet; thence South 53°53'39" West 18.18 feet; thence
South 68°01'44" West 39.67 feet; thence South 48°34'13" West 26.99 feet; thence
South 43°11'54" West 8.72 feet; thence South 29°24'32" West 25.61 feet; thence
South 49°28'27" West 82.07 feet; thence South 45°47'30" West 20.16 feet; thence
South 52°18'02" West 89.61 feet; thence South 58°15'24" West 27.23 feet; thence
South 50°25'47" West 49.71 feet; thence South 29°16'05" West 33.96 feet; thence
South 10°44'07" West 24.32 feet; thence South 01°01'26" East 23.08 feet; thence
South 23°13'54" West 44.23 feet; thence South 45°59'51" West 18.43 feet; thence
South 71°33'59" West 26.78 feet; thence South 59°36'57" West 13.90 feet; thence
North 75°53'10" West 54.61 feet; thence South 55°16'14" West 14.88 feet; thence
South 72°05'59" West 6.80 feet; thence North 70°04'50" West 17.56 feet; thence

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North 63°45'30" West 27.77 feet; thence North 57°19'21" West 10.29 feet; thence
North 88°06'49" West 21.62 feet; thence North 80°29'01" West 20.53 feet; thence
South 55°11'44" West 18.92 feet; thence South 89°55'49" West 37.89 feet; thence
South 80°53'02" West 8.38 feet; thence South 74°43'03" West 57.83 feet; thence
South 79°33'08" West 6.30 feet; thence South 86°52'41" West 39.99 feet; thence
North 75°40'26" West 9.98 feet; thence North 30°45'59" East 13.63 feet; thence
North 51°37'01" East 16.92 feet; thence North 23°42'47" East 2.41 feet;
thence North 81°08'31" West 1.76 feet; thence South 82°36'15" West 8.62 feet;
thence South 61°21'21" West 10.88 feet; thence South 43°09'28" West 36 52 feet;
thence South 51°29'17" West 46.34 feet; thence South 52°26'44" West 52.89 feet;
thence South 62°30'24" West 9.30 feet; thence South 32°13'43" West 54.63 feet;
thence South 10°16'59" West 48.02 feet to the beginning of a curve concave easterly and having
a radius of 26.00 feet, thence southerly along said curve 24.22 feet through a central angle of
53°22'56"; thence South 43°05'57" East 36.96 feet; thence South 12°37'57" East 32.35 feet to the
beginning of a curve concave westerly and having a radius of 4.50 feet, thence southerly along
said curve 5.38 feet through a central angle of 68°27'47"; thence South 55°49'49" West 6.84 feet;
thence South 67°59'08" West 18.47 feet; thence South 74°49'50" West 27.72 feet; thence
South 80°33'18" West 18.01 feet to the beginning of a curve concave northeasterly and having a
radius of 14.00 feet, thence westerly and northerly along said curve 26.29 feet through a central
angle of 107°35'11"; thence North 08°08'29" East 18.49 feet; thence North 21°27'37" East 29.57
feet; thence North 03°22'09" West 12.18 feet; thence South 25°09'54" West 19.60 feet;
thence South 37°19'53" West 58.14 feet; thence South 17°19'31" West 16.52 feet;
thence South 45°50'45" West 3.03 feet; thence South 78°45'29" West 18.50 feet;
thence South 89°17'35" West 15.08 feet; thence South 73°47'22" West 38.14 feet;
thence South 48°23'19" West 16.10 feet; thence South 55°53'45" West 39.43 feet;
thence South 19°38'35" West 32.91 feet; thence South 30°36'00" West 69.20 feet;
thence South 60°46'21" West 32.72 feet; thence South 27°39'26" West 22.14 feet;
thence South 42°18'02" West 179.02 feet; thence South 36°36'51" West 262.71 feet;
thence South 33°50'25" West 189.93 feet; thence South 27°57'03" West 37.81 feet;
thence South 14°35'41" West 13.53 feet; thence South 09°23'42" West 40.10 feet;
thence South 08°32'41" West 41.10 feet; thence South 18°33'31" West 26.80 feet to the
beginning of a curve concave northerly and having a radius of 3.00 feet, thence southerly,
westerly and northwesterly along said curve 6.56 feet through a central angle of 125°20'21";
thence North 36°06'08" West 29.10 feet; thence North 24°27'29" West 49.21 feet;
thence North 11°37'53" East 21.29 feet; thence North 89°10'33" West 16.91 feet;
thence North 39°35'32" West 71.15 feet; thence North 56°29'34" West 37.38 feet;
thence North 90°00'00" West 7.50 feet; thence South 41°49'14" West 12.92 feet;
thence South 00°00'00" West 26.18 feet; thence South 33°38'01" East 90.59 feet;
thence South 12°33'30" East 75.46 feet; thence South 19°05'41" East 43.89 feet;
thence South 10°10'51" West 17.43 feet; thence South 59°07'06" West 20.98 feet;
thence South 01°35'52" East 12.69 feet; thence South 26°52'29" East 11.64 feet;
thence South 02°09'58" West 39.16 feet; thence South 04°24'36" East 23.91 feet;
thence South 04°15'45" West 20.67 feet to the beginning of a curve concave northwesterly and
having a radius of 3.00 feet, thence along said curve 3.30 feet through a central angle of
63°00'40"; thence South 67°16'25" West 11.12 feet; thence South 72°15'53" West 68.81 feet;
thence South 79°27'23" West 17.02 feet; thence South 87°12'43" West 13.09 feet to the
beginning of a curve concave southerly and having a radius of 15.00 feet, thence westerly along
said curve 9.56 feet through a central angle of 36°30'52"; thence South 50°41'51" West 12.58
feet; thence South 57°37'31" West 37.39 feet; thence South 44°50'30" West 77.09 feet; thence
South 05°26'25" West 21.46 feet; thence South 26°33'54" East 27.30 feet; thence South
30°08'29" East 36.47 feet; thence South 03°21'59" East 34.65 feet; thence South 12°43'28" East
32.33 feet; thence South 08°31'51" West 36.37 feet; thence South 06°28'33" East 10.47 feet;
thence South 25°15'42" West 39.37 feet; thence South 14°04'29" West 70.35 feet; thence
South 23°23'27" West 18.00 feet; thence South 42°52'07" West 26.18 feet to the beginning of a
curve concave easterly and having a radius of 43.00 feet, thence southerly along said curve 48.98
feet through a central angle of 65°15'37"; thence South 22°23'32" East 17.06 feet to the
beginning of a curve concave westerly and having a radius of 55.00 feet, thence along said curve
38.82 feet through a central angle of 40°26'09"; thence South 18°02'40" West 32.34 feet; thence
South 11°07'56" East 24.71 feet; thence South 19°38'43" West 41.32 feet;
thence South 11°04'38" West 41.10 feet; thence South 05°31'53" East 21.58 feet to the beginning
of a curve concave westerly and having a radius of 24.00 feet, thence southerly along said curve
23.31 feet through a central angle of 55°39'22"; thence South 50°07'30" West 9.19 feet; thence
South 38°01'24" West 14.46 feet; thence South 11°28'51" West 50.55 feet; thence
South 25°44'13" West 27.32 feet; thence South 12°13'02" West 18.55 feet; thence
North 79°15'40" West 16.13 feet; thence South 10°41'38" West 12.40 feet; thence
South 17°51'04" West 37.74 feet; thence South 88°37'05" West 12.07 feet; thence

Sheet 5 of 10
North 83°50'09" West 9.31 feet; thence North 66°21'47" West 4.37 feet; thence North 31°53'42" West 5.67 feet; thence North 78°23'53" West 2.97 feet; thence South 74°00'19" West 9.24 feet; thence South 89°20'34" West 16.86 feet; thence South 64°38'21" West 21.92 feet; thence North 20°32'47" West 14.76 feet; thence North 88°04'18" West 6.83 feet; thence South 41°07'25" West 9.37 feet; thence South 87°02'53" West 2.73 feet; thence North 61°53'36" West 5.32 feet; thence North 60°56'19" West 7.09 feet; thence North 22°28'47" West 6.52 feet; thence North 40°26'41" West 1.62 feet; thence North 64°34'08" West 13.91 feet; thence South 68°02'38" West 9.09 feet; thence South 62°46'25" West 7.40 feet; thence South 49°52'32" West 7.53 feet; thence South 64°06'27" West 5.89 feet; thence South 84°56'55" West 5.41 feet; thence North 82°09'49" West 10.26 feet; thence South 85°14'04" West 7.15 feet; thence North 58°23'36" West 4.07 feet; thence North 65°41'50" West 10.31 feet; thence North 75°11'13" West 2.77 feet; thence North 57°25'51" West 2.60 feet; thence North 67°04'22" West 4.71 feet; thence North 55°25'49" West 1.73 feet; thence North 45°46'55" West 1.81 feet; thence North 37°38'44" West 4.39 feet; thence North 84°43'42" West 7.76 feet; thence North 80°17'02" West 1.07 feet; thence North 45°52'25" West 4.09 feet; thence North 64°43'31" West 3.56 feet; thence North 77°56'08" West 4.87 feet; thence North 83°01'53" West 7.21 feet; thence North 64°49'18" West 1.66 feet; thence North 79°20'43" West 1.28 feet; thence North 89°08'11" West 6.28 feet; thence North 84°18'30" West 2.16 feet; thence North 78°48'48" West 3.67 feet; thence North 70°24'13" West 1.06 feet; thence North 54°19'47" West 1.32 feet to the beginning of a curve concave southerly and having a radius of 2.50 feet, thence westerly along said curve 3.80 feet through a central angle of 87°08'22"; thence South 38°31'51" West 7.68 feet; thence South 52°15'56" West 2.55 feet; thence South 82°14'48" West 1.93 feet; thence North 64°47'41" West 13.55 feet; thence North 86°58'39" West 5.28 feet; thence South 63°01'03" West 0.85 feet; thence South 84°12'57" West 5.73 feet; thence North 74°13'05" West 4.32 feet; thence South 76°34'26" West 7.16 feet; thence South 61°59'37" West 3.35 feet; thence South 46°39'01" West 2.65 feet to the beginning of a curve concave cast easterly and having a radius of 2.75 feet, thence southerly along said curve 4.22 feet through a central angle of 87°59'35"; thence South 37°40'13" West 10.83 feet; thence South 52°22'20" West 8.91 feet; thence South 33°40'36" West 16.93 feet; thence South 22°26'11" West 68.09 feet; thence South 13°11'26" West 100.32 feet; thence

Sheet 6 of 10
South 26°54'29" West 30.66 feet; thence South 18°46'30" West 18.97 feet; thence
2 South 26°31'53" West 20.29 feet; thence South 42°42'31" West 13.31 feet; thence
3 South 54°24'08" West 22.24 feet; thence South 37°54'25" West 15.66 feet; thence
4 South 42°06'34" West 14.70 feet; thence South 50°27'13" West 15.03 feet to the beginning of a
curve concave southeasterly and having a radius of 20.00 feet, thence along said curve a distance
of 13.96 feet through a central angle of 39°59'57"; thence South 10°27'16" West 88.44 feet to a
point on the north right-of-way of State Highway 118 as described in the Final Order of
Condemnation recorded in Book 4443, Page 319, in the Office of the Recorder of said County;
thence easterly along said right-of-way North 84°34'10" East 313.34 feet; thence
North 86°51'19" East 330.21 feet; thence South 87°11'34" East 120.10 feet; thence
North 67°24'28" East 273.21 feet; thence North 24°34'34" West 126.51 feet; thence
North 32°50'12" East 221.42 feet; thence South 82°34'16" East 122.95 feet to the beginning of a
non-tangent curve concave westerly, having a radius of 45.00 feet and to said beginning a radial
line bears South 27°31'02" East, thence leaving said right-of-way northerly and northwesterly
along said curve 93.40 feet through a central angle of 118°54'57"; thence North 13°26'55" East
48.11 feet; thence North 21°21'31" East 210.32 feet to the beginning of a curve concave westerly
and having a radius of 95.00 feet, thence northerly and northwesterly along said curve 98.42 feet
through a central angle of 59°21'26"; thence North 37°59'55" West 83.92 feet to the beginning of
a curve concave easterly and having a radius of 55.00 feet, thence northwesterly and
northeasterly along said curve 64.66 feet through a central angle of 67°21'23"; thence
North 29°21'28" East 52.68 feet; thence North 36°33'09" East 220.34 feet;
thence North 26°17'41" East 96.45 feet; thence North 73°50'33" West 44.29 feet;
thence North 14°02'10" West 38.27 feet; thence North 03°10'47" East 27.89 feet;
thence North 58°23'33" East 35.42 feet; thence North 14°02'10" West 35.08 feet;
thence North 25°18'05" West 47.06 feet; thence South 52°07'30" West 8.82 feet;
thence North 45°00'00" West 8.75 feet; thence North 12°59'41" West 10.32 feet;
thence North 38°39'35" East 9.91 feet; thence North 15°31'27" West 14.45 feet;
thence North 32°28'16" West 20.17 feet; thence North 41°03'17" West 31.80 feet;
thence North 31°33'05" West 42.40 feet; thence North 14°28'56" West 24.04 feet;
thence North 12°53'49" West 9.17 feet; thence North 31°19'30" East 4.63 feet;
thence North 08°58'07" East 2.97 feet; thence North 07°34'25" West 9.51 feet to the beginning of
a curve concave southeasterly and having a radius of 32.00 feet, thence northerly and
northeasterly along said curve 54.52 feet through a central angle of 97°36'43"; thence

Sheet 7 of 10
South 89°57'42" East 54.58 feet to the beginning of a curve concave northerly and having a radius of 20.00 feet, thence easterly and northeasterly along said curve 22.57 feet through a central angle of 64°39'18"; thence North 25°22'59" East 21.20 feet to the beginning of a curve concave southeasterly and having a radius of 62.00 feet, thence northeasterly along said curve 25.08 feet through a central angle of 23°10'49"; thence North 48°33'48" East 15.39 feet; thence North 42°46'23" East 17.34 feet to the beginning of a curve concave northwesterly and having a radius of 115.00 feet, thence northeasterly along said curve 61.17 feet through a central angle of 30°28'41"; thence North 12°17'41" East 83.95 feet to the beginning of a curve concave southeasterly and having a radius of 20.00 feet, thence northerly and easterly along said curve 34.91 feet through a central angle of 100°00'57"; thence South 67°41'22" East 12.63 feet to the beginning of a curve concave northerly and having a radius of 12.00 feet, thence easterly and northeasterly along said curve 22.35 feet through a central angle of 106°42'10" to the beginning of a reverse curve concave easterly and having a radius of 47.00 feet, thence northerly along said curve 27.22 feet through a central angle of 33°10'42"; thence North 38°47'10" East 13.61 feet to the beginning of a curve concave southeasterly and having a radius of 18.00 feet, thence northeasterly along said curve 17.59 feet through a central angle of 55°59'15"; thence South 85°13'35" East 21.99 feet; thence North 83°16'04" East 11.03 feet to the beginning of a curve concave northwesterly and having a radius of 14.00 feet, thence easterly and northerly along said curve 21.55 feet through a central angle of 88°11'28"; thence North 04°55'24" West 21.94 feet to the beginning of a curve concave easterly and having a radius of 25.00 feet, thence northerly along said curve 21.16 feet through a central angle of 48°29'52"; thence North 43°34'29" East 22.21 feet; thence South 41°12'28" East 51.43 feet; thence North 52°16'39" East 13.69 feet; thence North 63°49'40" East 35.89 feet; thence North 47°51'12" East 46.56 feet; thence North 41°53'55" East 50.14 feet; thence North 37°14'10" East 18.70 feet; thence North 48°21'23" East 26.61 feet; thence North 53°26'44" East 73.40 feet; thence North 57°33'54" East 37.41 feet; thence North 69°59'49" East 14.68 feet; thence South 67°53'40" East 11.08 feet; thence South 68°58'20" East 6.62 feet; thence North 64°45'28" East 59.44 feet; thence North 59°43'06" East 32.57 feet; thence North 53°56'03" East 48.84 feet; thence North 58°31'04" East 37.19 feet to the beginning of a curve concave southerly and having a radius of 14.00 feet, thence easterly along said curve 9.54 feet through a central angle of 39°01'28"; thence South 82°27'28" East 17.52 feet to the beginning of a curve concave northerly and having a radius of 32.00 feet, thence along said curve 26.65 feet through a central angle of
47°42'50"; thence North 49°49'43" East 9.07 feet; thence South 40°10'17" East 1.05 feet; thence
North 44°56'11" East 12.30 feet; thence North 49°49'43" East 238.60 feet; thence
North 53°47'01" East 58.31 feet; thence North 65°38'37" East 15.32 feet to the beginning of a
curve concave northwesterly and having a radius of 55.00 feet, thence along said curve 44.30 feet
through a central angle of 46°09'03"; thence North 19°29'34" East 21.78 feet; thence
North 31°35'00" East 32.21 feet; thence North 46°38'22" East 53.13 feet to the beginning of a
curve concave southerly and having a radius of 11.00 feet, thence easterly along said curve 15.26
feet through a central angle of 79°27'51"; thence South 53°53'47" East 30.14 feet; thence
North 53°47'01" East 178.01 feet; thence North 54°08'01" East 251.87 feet to the beginning of a
curve concave southerly and having a radius of 47.00 feet, thence northeasterly along said curve
37.04 feet through a central angle of 45°09'09"; thence South 80°42'50" East 20.17 feet to the
beginning of a curve concave northerly and having a radius of 42.00 feet, thence easterly along
said curve 10.33 feet through a central angle of 14°05'25"; thence North 85°11'46" East 35.13
feet to the beginning of a curve concave northerly and having a radius of 58.00 feet, thence
easterly along said curve a distance of 37.06 feet through a central angle of 36°36'41"; thence
North 48°35'05" East 59.60 feet; thence North 38°02'42" East 44.07 feet; thence
North 47°19'32" East 17.48 feet; thence North 57°39'19" East 21.64 feet; thence
North 49°06'25" East 20.49 feet; thence North 38°16'44" East 12.45 feet; thence
North 48°07'52" East 34.95 feet; thence North 75°06'09" East 19.64 feet to the beginning of a
curve concave northerly and having a radius of 48.00 feet, thence northeasterly along said curve
39.16 feet through a central angle of 46°44'25"; thence North 28°21'44" East 14.41 feet; thence
North 53°04'57" East 151.53 feet; thence North 63°58'17" East 107.11 feet; thence
North 61°00'17" East 98.51 feet; thence North 44°38'46" East 62.57 feet; thence
North 21°37'55" East 59.60 feet; thence North 30°51'35" East 153.64 feet; thence
South 83°38'45" East 7.49 feet; thence South 75°02'47" East 64.82 feet; thence
North 26°31'57" East 76.45 feet; thence North 44°39'14" West 24.66 feet; thence
North 32°14'49" West 24.83 feet; thence North 12°43'02" West 16.07 feet; thence
North 19°50'32" West 18.52 feet to the beginning of a curve concave southeasterly and having a
radius of 10.00 feet; thence northerly along said curve 15.50 feet through a central angle of
88°50'02"; thence North 68°59'30" East 21.29 feet; thence North 18°03'03" West 11.40 feet to
the beginning of a curve concave easterly and having a radius of 11.00 feet; thence northerly
along said curve 10.71 feet through a central angle of 55°48'39"; thence North 37°45'37" East

Sheet 9 of 10
12.63 feet; thence North 32°04'42" East 18.37 feet; thence North 17°36'18" East 8.23 feet; thence North 29°38'06" East 7.31 feet; thence North 40°20'21" East 10.90 feet; thence North 27°05'22" East 67.72 feet; thence North 47°13'47" East 31.19 feet; thence North 27°41'10" East 25.78 feet; thence North 35°30'57" East 32.70 feet; thence North 30°53'54" East 50.58 feet; thence North 25°28'57" East 39.78 feet; thence North 36°53'20" East 56.52 feet; thence North 31°11'00" East 29.96 feet; thence North 51°59'28" East 41.31 feet; thence North 43°39'41" East 16.46 feet; thence North 50°48'26" East 39.00 feet; thence North 41°30'30" East 14.85 feet; thence North 36°03'46" East 12.26 feet; thence North 51°14'50" East 4.47 feet; thence North 34°38'40" East 12.50 feet; thence North 46°24'14" East 23.98 feet; thence North 38°29'38" East 34.06 feet; thence North 02°28'45" East 23.78 feet; thence North 49°17'21" East 11.11 feet; thence North 02°13'33" West 9.85 feet to the beginning of a curve concave easterly and having a radius of 20.00 feet; thence northerly along said curve 9.89 feet through a central angle of 28°20'03"; thence North 26°06'29" East 16.45 feet; thence North 31°19'09" East 35.43 feet; thence North 35°18'54" East 8.08 feet; thence North 13°19'02" East 47.14 feet; thence North 25°09'29" East 5.69 feet; thence North 37°02'54" East 78.47 feet; thence North 60°33'20" East 16.44 feet; thence North 26°44'45" East 36.66 feet; thence North 37°02'54" East 32.23 feet to the True Point of Beginning.

Containing 2,495,861 square feet, 57.30 acres more or less.

This legal description is delineated on the accompanying "Exhibit "B," is made a part hereof for reference purposes and is not to be used in conveyance of land in violation of the Subdivision Map Act of the State of California.

Prepared under the direction of

[Signature]

Douglas R. Howard, PLS 6169

Date 11/09/2016

Pomas
EXHIBIT B
ALAMOS CANYON DEDICATION AREA

CURVE | ARC LENGTH | RADIUS | DELTA ANGLE
-------|-------------|--------|-------------
C34    | 7.52'       | 4.50'  | 95°47'13"   
C35    | 5.83'       | 4.00'  | 83°31'14"   

UNINCORPORATED TERRITORY
OF THE COUNTY OF VENTURA

TRACT J
RANCHO SIMI
(3MR7)

LINE | BEARING | DISTANCE
-----|---------|----------
L275 | S 49°28'27" W | 82.07'   
L276 | S 29°24'32" W | 25.61'   
L277 | S 43°11'54" W | 8.72'    
L278 | S 48°34'13" W | 26.89'   
L279 | S 60°01'44" W | 30.67'   
L280 | S 53°53'39" W | 18.18'   
L281 | S 48°00'48" W | 27.99'   
L282 | S 45°37'04" W | 21.62'   
L283 | S 22°59'12" W | 8.63'    
L284 | S 03°51'42" W | 12.59'   
L285 | N 80°21'05" W | 6.56'    
L286 | N 16°07'41" W | 8.19'    
L287 | S 38°55'16" W | 4.74'    
L288 | S 61°19'58" W | 20.66'   
L289 | S 53°41'46" W | 23.64'   
L290 | S 45°52'47" W | 36.90'   
L291 | S 39°39'54" W | 31.90'   
L292 | S 38°40'03" W | 13.95'   
L293 | S 46°32'42" W | 30.18'   
L294 | S 88°03'44" W | 3.34'    
L295 | N 67°04'40" W | 13.45'   
L296 | S 88°16'35" W | 24.43'   
L297 | N 84°11'47" W | 17.11'   
L298 | N 76°51'19" W | 22.61'   
L299 | N 51°48'23" W | 23.63'   

UNINCORPORATED TERRITORY
OF THE COUNTY OF VENTURA

50' 25' 0' 50' 100'

GRAPHIC SCALE
SCALE: 1" = 50'

PSOMAS
350 South Flower Street, Suite 4300
Los Angeles, CA 90071
(213) 233-1600 (213) 233-1444 (FAX)
www.pansomas.com
IWAS0203.02 7/11/2014
## Exhibit B
### Alamos Canyon Dedication Area

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### Tract J
#### Rancho Simi
##### (3MR7)

#### Line Bearing Distance

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**EXHIBIT B**
ALAMOS CANYON DEDICATION AREA

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**LINE** | **BEARING** | **DISTANCE** |
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<tr>
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<td>S 14°35'41&quot;W</td>
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<td>L211</td>
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**TRACT J RANCHO SIMI (3MR7)**

**UNINCORPORATED TERRITORY OF THE COUNTY OF VENTURA**

**GRAPHIC SCALE**
SCALE: 1" = 50'

**PSOMAS**
505 South Flower Street, Suite 4300
Los Angeles, CA 90071
(323) 233-1400 (323) 233-1444 (FAX)
www.psomas.com

I WAS 0203.02 7/11/2014
EXHIBIT B
ALAMOS CANYON DEDICATION AREA

SEE SHEET 22 BOTTOM

614.02' (R1)  
CITY OF SIMI VALLEY  
L85  
HIGHWAY 118  SIMI VALLEY FREeways

IDENTICAL POINT

L84  (R1)  
CITY OF SIMI VALLEY  
HIGHWAY 118  SIMI VALLEY FREeways

LINE BEARING DISTANCE
L84  S 88°51'19" E  330.21'
L85  N 84°34'10" E  313.34'
L86  N 10°27'16" E  86.44'

LEGEND
R1 = 4443 CR 319 (ROTATE 0°11'42" CLOCKWISE  
FOR MEASURED BEARING)  
CF = CALCULATED FROM  
OR = OFFICIAL RECORD

PSOMAS
55 South River Street, Suite 4300  
Los Angeles, CA 90071  
(310) 313-1400 (310) 313-1444 (FAX)  
www.psomas.com

IWAS0203.02  7/11/2014  GRAPHIC_SCALE  SCALE: 1" = 50'

150'  100'  0'  50'  25'  50'
EXHIBIT B
ALAMOS CANYON DEDICATION AREA

PARCEL 2, SD06-0072
INST NO. 20080610-00091642 O.R.

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TRACT J
RANCHO SIMI
(3MR7)

(L1)
L82 (R1)
CITY OF SIMI VALLEY
HIGHWAY 118 SIMI VALLEY FREeway

(R1)
L83

LEGEND
R1 = 4443 OR 319 (ROTATE 0°11'42" CLOCKWISE
FOR MEASURED BEARING)
CF = CALCULATED FROM
OR = OFFICIAL RECORD

PSOMAS
555 South Flower Street, Suite 4300
Los Angeles, CA 90071
(310) 223-1000 (310) 223-1444 (FAX)
www.psomas.com

TWAS0203.02 7/11/2014

GRAPHIC SCALE
SCALE: 1" = 50'

SEE SHEET 25 BOTTOM

50' 25' 0' 50' 100'
Exhibit C

Cover Page of Habitat Restoration and Management Plan

[See Attached]
SIMI VALLEY LANDFILL AND RECYCLING CENTER
HABITAT RESTORATION AND MANAGEMENT PLAN

January 2016

Prepared for:
WASTE MANAGEMENT OF CALIFORNIA, INC.
2801 Madera Road
Simi Valley, CA 93065

Prepared by:
PSOMAS
Dr. Brad Blood and Dr. Irena Mendez
3 Hutton Centre Drive
Suite 200
Santa Ana, CA 92707
Exhibit D

Current Condition of the Easement Area

[See Attached]
Exhibit E
Trail Improvement Plan

[See Attached]
Alamos Canyon Trail Improvement Plan

Instruction: Replace red text as required with the content for this plan.

**Overall Objective:** The purpose of the Trail Improvement Plan (TIP) is to ensure that the recreational access and activities within the 58 acre Alamos Canyon Preservation Area (Easement Area) are managed consistent with the goals and objectives of the restoration and preservation of the area. This outline for the TIP provides objectives for each of the resource and issue areas. The TIP should describe the practices, procedures, and best management practices that will achieve the goals of managed recreational access and activities along with enhancement, restoration, and preservation of the Alamos Canyon Dedication Area as a wildlife corridor.

**Description and Depiction of Trails, Signs, and other Improvements:** Provide a figure depicting the location and dimensions of all authorized trails, signs and other improvements within the Easement Area or that may indirectly affect resources in the Easement Area. If these improvements will be utilized, provide a description of signage, trash receptacles, dog bag stations, and any other facilities and their locations.

Pursuant to an approved agreement between the County of Ventura and Rancho Simi Recreation and Park District (hereinafter the “Park District”), the Park District will construct a six-car trailhead parking lot in Oak Park County Park and grade a 14-foot-wide earthen multipurpose trail eastward from that location. The trail will connect to the existing asphalt road on Caltrans right-of-way south of the entrance to Alamos Canyon.

As the asphalt road crosses underneath the 118 Freeway, the road is identified as Los Alamos Canyon Road; however, as the road progresses northward into the canyon it transitions into the Scarab Fire Road (See Point A on Figure 1). The Scarab Fire Road is an existing asphalt and earthen road approximately 15-feet-wide which runs north-south on the east side of the Easement Area. The southern terminus of the Scarab Fire Road is unpaved, runs through the easement area, and is not actively maintained by the Ventura County Fire Protection District. Los Alamos Canyon Road runs north-south on the west of the Easement Area somewhat parallel to the Scarab Fire Road. The Park District proposes to maintain the existing Scarab Fire Road as a 14-foot-wide multipurpose trail which will run alongside the Easement Area on the east.

The Park District proposes to use two existing 15-foot-wide asphalt and earthen road connections, one on each end of the Easement Area, to allow trail users to cross through the Easement Area to the open space on the west. The trail crossing at the southern end is located between Points B and C on Figure 1. The trail crossing at the northern end is located between Points D and E in Figure 1. It is at this point that the existing Scarab Fire Road crosses through the Easement Area from the eastern side and continues north of the Easement Area. The trail crossings will be maintained at a width of 14 feet.
Figure 2 identifies the Easement Area, shows the proposed path of the multipurpose trail and trail crossings, and provides the GPS locations for Points B, C, D and E.

The Ventura County Fire Protection District maintains a fuel break through the Easement Area. That break was the subject of a meeting on July 7, 2016, with staff from the County of Ventura, County Fire Department, California Department of Fish and Wildlife, Waste Management and Park District. Notes from this meeting are attached hereto as Figure 7. In summary, the Fire District will continue to maintain the fuel break in the existing location, and perform these efforts to avoid wildlife breeding seasons to the best of their ability.

A trail entrance similar to the one shown in Figure 3 will be installed at Point A. This entrance will include standard trail signage, a trash can, and a chain across approximately three-quarters of the width of the entrance to prevent vehicular access. The remaining approximately 4 or 5-foot-wide entrance will remain unchained to allow pedestrian, bicycle and horseback access. A Dog Bag Station will also be installed at this location, and Park District staff will regularly stock this station, empty the trash, and perform other maintenance duties.

Figure 4 includes close-up photos of typical Park Rules and Trail Use signage. Figure 5 includes close-up photos of a trailhead “No Smoking” sign, and a sign that reminds trail users that dogs must be leashed at all times.

The Park District proposes that an additional sign stating “Habitat Restoration Area – Stay On Designated Trail” (Figure 6) also be installed at Points A, B, C, D and E.

Figure 1 – County of Ventura assessor’s map identifying existing roads in Alamos Canyon.

Figure 2 – Path of multipurpose trail and trail crossings through mitigation acreage.

Figure 3 – Photo of typical open space trail entrance.

Figure 3a – V Horse Gate trail entrance alternative option.

Figure 4 – Photo of typical “Park Rules” and “Trail Rules” signage.

Figure 5 – Photo of “No Smoking” sign and “Dogs on Leash” sign.

Figure 6 – Mockup of “Habitat Restoration Area” trail sign.

Figure 7 – Meeting Notes

Figure 8 – Ordinance No. 3

Figure 9 - Conceptual sign preventing public access south of Point C on Los Alamos Road

Trail Maintenance:
Objective: To ensure restored habitat areas are not degraded, and existing trails do not expand into these areas. Also, to ensure any trail maintenance issues such as erosion are addressed and remediated in a timely manner.

Description: Provide a description of the equipment, vehicles and methods that may be used to develop and maintain all authorized trails, signs, and other improvements.

The Park District will use pickup trucks, Park Ranger vehicles or a utility vehicle to transport personnel to the site to perform regular safety monitoring, trash pickup and trail maintenance. A small bulldozer will be used to level the multipurpose trail and trail crossings on an annual and/or as-needed basis. More detailed maintenance outside of the Easement Area will be performed with hand tools, such as a hoe, rake, edger, and weed whipper. Trail signs will be replaced when necessary. Additional signage or temporary fencing may be installed to prevent volunteer trails or otherwise restrict access to the Easement Area.

A metal trash can will be provided at the trail entrance a Point A and will be emptied as needed.

Signage made of durable baked-on enamel on metal will be installed and replaced on an as-needed basis if damaged or defaced.

Maintenance of the existing road as a multipurpose trail and installation of trail signage are the only anticipated improvements within the mitigation area.

Practices, Procedures, & BMPs: Provide the frequency and type of maintenance activities. It should also address certain higher-impact uses on trail segments that become inundated and are more prone to erosion e.g. horse use through the riparian areas.

The Park District will utilize the existing Scarab Fire Road identified in Figure 1 as a multipurpose trail. It is currently an asphalt and earthen road. On an annual and/or as-needed basis, hand tools such as a hoe, rake, edger or weed whipper will be used to remove weeds that encroach into the trail, DG will be used to fill potholes and ruts in the trail, and a small bulldozer will be used to level the trail.

The trash can at Point A will be emptied on an as-needed basis.

Park District maintenance staff and Park Rangers will drive the trail on a regular basis to inspect the trail for trash, needed repairs, and handle inappropriate usage. Staff will also access and inspect the area in response to citizen reports and complaints, and also to make available the Easement Area to other agencies seeking to perform animal or plant restoration or monitoring.

Rules, Regulations, and Enforcement:
Objective: Rancho Simi shall impose and reasonably enforce the rules and regulations for public access and passive recreational uses within the Easement Area. Rancho Simi will ensure the rules and regulations set forth in Ordinance No. 3 and in this TIP are enforced in order to ensure the habitat values remain intact and the wildlife corridor remains functional.

Description: The rules and regulations for public access and passive recreational uses are specified in Ordinance No. 3, as adopted by the Rancho Simi Recreation and Park District Board of Directors, accept as specified below:

- Park hours are between 6:00 am and sunset

Practices, Procedures, & BMPs: Provide specific information as to how RSRPD ensures rules and regulations are enforced at its facilities, how it handles infractions, repeat violations, and how it addresses repeated violations of rules and regulations within its properties. Provide information on who fulfills enforcement of the rules and regulations of the Easement Area and what procedures occur to ensure rules and regulations are enforced. Provide a procedure in which repeated enforcement issues are monitored, reported, and addressed.

The Park District’s Rules and Regulations are contained in Ordinance No. 3, which is attached as Figure 8. A number of provisions are directly applicable to the Easement Area, as they prohibit remaining in a park or open space after hours, require dogs on leash, prohibit harm or damage to animals, plants and the natural state of open space, prohibit camping, fires, fireworks, alcohol, and more. A violation of the Park District’s Rules and Regulations is a misdemeanor unless the issuing officer indicates it is an infraction. A violation of the Park District’s Rules and Regulations can be the subject of a citation issued by a Park Ranger, or other law enforcement officer.

Repeat offenders would most likely be issued a misdemeanor citation, and the prosecution of that citation would be performed either by the District Attorney, or the Park District’s legal counsel.

The Park District learns about inappropriate behavior and violations of its Rules and Regulations from the observations made by its maintenance staff, Park Rangers, and citizens. The Park District is able to receive citizen input 24 hours a day. Park Rangers are scheduled to work from 7:00 am to midnight on most days. Park Rangers and Park District maintenance staff will monitor the multipurpose trail and open space areas of Alamos Canyon on a routine basis, increase the frequency of their monitoring when needed, and respond to areas of concern.

The Park District’s Park Rangers are all experienced law enforcement professionals with substantial law enforcement experience obtained prior to their joining the Park District. Park Rangers are peace officers, they are armed and have the power to detain, arrest...
and issue citations as needed; however, every effort is made to educate the public regarding the appropriate use of public open space. Typically, on a first encounter the Ranger will seek to inform the public regarding rules and regulations. Repeat offenders may be issued a citation or arrested, depending on the seriousness of the infraction.

The Park District’s Park Rangers have also received specialized training and work hand-in-hand with local law enforcement to reduce and eliminate the use of public lands by transients.

Access Control

**Objective:** To ensure only the passive recreational uses provided for in the Easement Area are permitted within the Easement Area and to ensure recreational users stay on designated trails in order to prevent degradation of surrounding habitats.

**Description:** Certain activities are allowed within the Easement Area which include passive recreational uses such as hiking, jogging, bicycling, horseback riding, nature viewing, and similar low-intensity passive recreational activities. Reasonable measures will be taken to ensure certain activities are prevented by controlling access to the trails and the habitats beyond the trails.

**Practices, Procedures, & BMPs:** Provide measures that will ensure only the allowed passive recreational uses are provided access to the Easement Area. This may include a trailhead gate, and how this gate will facilitate access to allowed uses and prevent those that are not allowed. Please also provide measures that demonstrate how the public will be encouraged to stay on designated trails. This should include measures that discourage informal trails expansion of existing trails, and degradation of habitats directly adjacent to trails.

An open space trail entrance similar to the one shown in Figure 3 will be installed at Point A. The trail entrance will include Rancho Simi signage informing trail users of park and trail rules, with additional signs stating “No Smoking” and reminding trail users that dogs must be leashed at all times.

Additional “Habitat Restoration Area – Stay On Designated Trail” signs are proposed for installation at Points A, B, C, D, and E. Additional signage will be added if appropriate to help protect the Easement Area.

One additional sign (Figure 9 shows a conceptual representation) that will ensure the public is aware of which direction the designated trail takes and that access is restricted in that area. This sign will be located at Point C in a location that does not block vehicular access but directs the public to stay on the designated trail.

Violations of access rules will be monitored by RSRPD. If off-road motor vehicle access is determined to be an issue by the Planning Division and RSRPD because of degradation to
Signage

**Objective:** To ensure the public is aware of the rules and regulations of the conservation Easement Area. Provide easy-to-read signage, posted in highly visible areas that clearly state the rules and regulations of the Easement Area.

**Description/Procedure:** Signage should focus on park hours, dogs on leash, staying on designated trails, and leave no trace, and the prohibition of smoking. Signage and other means may be necessary at certain points to deter the public from accessing existing roads that are not a part of the trail system. How and where will this be addressed?

**Practices, Procedures, & BMPs:** Provide information on signage, examples of what will be on the sign, and their Points.

*Figure 4 is a close-up photo of the Park District's park and trail rules signage.*

*Figure 5 is a close-up photo of a typical “No Smoking” sign and a sign which reminds trail users that dogs must be leashed at all times.*

*The Park District proposes that additional signage stating “Habitat Restoration Area – Stay On Designated Trail” (Figure 6) also be installed at Points A, B, C, D and E.*
Figure 9 is a conceptual representation of a sign that will ensure public access does not occur along Los Alamos Canyon Road south of Point “C”. This sign will be located at Point C in a location that does not block vehicular access but directs the public to stay on the designated trail.

**Trail Additions & Improvements**

Any additional trails or trail improvements within the Easement Area, or that have the potential to impact the conservation Easement Area, beyond what has been considered in this plan will require approval from the Grantee of the Conservation Easement (the County).

*The Park District has no plans to construct additional trails or trail improvements within the Easement Area. The planned trail maintenance activities in the adjacent open space area will be similar to what is described for the Easement Area, and will have no negative impact to the Easement Area.*
PARK RULES

No person may carry or possess a firearm or weapon of any kind.

No smoking while on Park property.

No skateboarding or in-line skating.

No overnight parking.

No person may abuse to cause harm or damage to Park property.

No parking in unmarked parking areas.

No littering or dumping of garbage.

No guns, crossbows, bows or arrows.

No firearms or knives except in designators bags or no-ming-stores.

All autos must be in a parking area.

Do not use Park facilities for commercial or business purposes.

No food or beverages in Park.

No camping or overnight camping in Park.

No horses or other animals in Park.

No1% alcohol.

NoSoup or beer.

No Rock Music.

No outdoor Minor's permit.

No wrestling or boxing.

No firecrackers.

No firearms or explosives.

Park hours are 6 a.m. to 10 p.m. Unless posted otherwise.

The complete list of Park rules and regulations may be found in our Park Office.
Rancho Simi
Recreational
Park District
Ordinance
Violators May
Receive Citations
AT ALL TIMES
ON LEASH
DOGS MUST
SMOKING
NO
NO SMOKING

DOGS MUST REMAIN ON LEASH AT ALL TIMES

Violators May Receive Citations

Rancho Simi Recreation and Park District Ordinance

(805) 584-4400

RSRPD
HABITAT
RESTORATION

AREA

STAY ON

DESIGNATED TRAIL

FIGURE 6
Alamos Canyon Meeting Minutes July 7, 2016

1. Meeting Objectives:
   i. Discuss and agree on a semi-permanent location for the fuel break in Alamos Canyon.
   ii. Discuss the biological resources present, discuss the various ongoing activities each agency will be undertaking, and the passive recreational uses and any improvements in Alamos Canyon.

2. Discussion of General Goals and Access Needs in Alamos Canyon
   i. Ventura County Fire Protection District (VCFPD): VCFPD has maintained a fuel break in the canyon dating back to the 1930’s. It is cleared and maintained annually for the most part. The current extent of the fuel break is reflected in the attached figure. VCFPD would prefer to keep the fuel break in its existing location. VC Fire plans to keep the fuel break in approximately the same location as it always has, unless emergency conditions or public safety warrants a realignment. To the best of their ability, they will avoid grading the fuel break during western spadefoot toad (WST) breeding season (January through May), and if possible, nesting bird season (February through August). The current alignment avoids impacting planted trees that are a part of Simi Valley Landfill (SVLRC’s) restoration requirements.
   
   ii. Caltrans: Caltrans may be expanding the SR 118 by 2 lanes from Tapo Canyon to the Arroyo Simi, and the bridge widened at the AC undercrossing in the coming years. Caltrans needs periodic access to the culverts underneath SR 118; however, it typically does so from the south side. They need approximately 20 feet of paved road the same road that is to be used for access to the planting/restore areas. Rancho Simi Recreation and Parks District (RSRPD) filed an encroachment permit application with Caltrans for public access at the SR 118 undercrossing. RSRPD stated that Caltrans staff informed them that keeping the barbed wire fence in place is acceptable. Caltrans plans to use the existing staging area for construction activities.
   
   iii. RSRPD: RSRPD seeks to expand the open space it manages on the south side of SR 118 with the acquisition of Alamos Canyon. They plan to construct six parking stalls at the Oak Park County Park. They are trying to balance the fencing requirements with wildlife movement goals. The trail would be located on the existing road, and utilize the existing access roads to meet the access requirements in its grants. RSRPD will need to negotiate an agreement with SVLRC for the portion of the planned trail that runs along the easterly road that encroaches on WM’s property. Under RSRPD management, Park rangers would patrol the site and Simi Valley police department also has responsibility for safety. Trash cans would be installed at the parking area. Signage will be installed at certain points along trails to ensure recreational users stay on designated trails and do not use trails that lead to the mitigation areas. RSRPD will install bollards and chain across the road to prevent motorized vehicular travel along the access roads and trails. VCFPD will maintain the roads. Dogs will be allowed on leashes, and RSRPD will provide trash cans and mutt mitts for dog waste.
   
   iv. California Department of Fish and Wildlife (CDFW) and Waste Management (WM) Restoration Activities: Trees were planted east of, and outside the path of the fuel break in order to meet restoration requirements for the landfill expansion. A WST pond will be constructed as a mitigation site for impacts to other ponds on the WM property. This pond will be located approximately 100 feet from the existing fuel break (see attached figure). Small signage or a delineation of the area as sensitive might be appropriate. CDFW will coordinate this with Psomas and VCFPD as needed in the future since signage and fencing could create perching locations for corvids and other predators.
3. Resolution: All parties agreed that keeping the fuel break in its existing location would minimize additional disturbance to native vegetation. Maintaining the fuel break in its place will also avoid impacting existing and planned restoration efforts, including the oaks and sycamores planted, the WST ponds, the wetlands restoration, and the coastal sage scrub restoration. Future restoration efforts, such as the 10 acres of CSS restoration, will avoid the fuel break area. To the best of their ability, VCFPD will avoid grading and clearing in the vicinity of the western spadefoot toad pond, unless public safety warrants clearance or access in this area. As feasible, VCFPD, will avoid maintenance activities on the fuel break during WST breeding season (January through May). Caltrans may periodically need to utilize the existing access road that bisects the CDFW and ACOE mitigation areas in order to clean out the culverts under the SR 118. RSRPD will incorporate language in their Trail Improvement Plan to develop trail signage or barriers to discourage recreational users from using the access road that divides the CDFW/ACOE mitigation areas.

v. Action Items: To finalize the Alamos Canyon conservation easement, a Trail Improvement Plan from RSRPD will be included as an exhibit to the CE. RSRPD would like to finalize the CE by August 8th 2016.

Attached Exhibits

1. Alamos Canyon Fuel Break
2. Proposed western spadefoot toad pond
ORDINANCE NO. 3

AN ORDINANCE OF THE RANCHO SIMI RECREATION AND PARK
DISTRICT BOARD OF DIRECTORS ESTABLISHING RULES AND
REGULATIONS GOVERNING THE USE OF DISTRICT PARKS AND
FACILITIES AND PARTICIPATION IN DISTRICT PROGRAMS

The Rancho Simi Recreation and Park District Board of Directors ordains as follows:

SECTION 1. Findings.

A. It is the policy of the Rancho Simi Recreation and Park District ("District") that
residents receive maximum benefit and enjoyment from District facilities and recreation programs.

B. In furtherance of the District’s policy, this ordinance establishes rules and regulations
governing the use of District parks and facilities as well as rules for participation in District programs
to ensure that all persons using District parks and facilities and participating in District programs
receive maximum benefit and enjoyment.

C. This Ordinance is adopted pursuant to the authority granted by California Public
Resources Code section 5786.1.

SECTION 2. Violation of Ordinance.

A. Any violation of the rules and regulations set forth in this ordinance is a misdemeanor
unless the park ranger issuing the citation specifies on the citation that the violation is an infraction.
The District’s legal counsel may reduce a misdemeanor charge to an infraction. Prosecution of a
person pursuant to this section will not preclude prosecution of that person pursuant to the California
Penal Code or other provisions of California law or pursuant to the provisions of the Simi Valley
Municipal Code.

B. A new and separate offense occurs for each day that a violation of, or failure to
comply with, any provision or requirement of this ordinance is committed, continued, or permitted
by any person.

C. Any unlawful act or omission in this ordinance includes causing, permitting, aiding,
abetting, suffering, or concealing the act or omission.

D. No person may refuse to leave a District park or facility after being ejected. Any
person who has been ejected from District property may not return to the same park or facility, or any
other District park or facility, during the calendar day in which that person is ejected.
E. Parents are responsible for the actions of minor children. Damage to District property resulting from the actions of minors will be imputed to parents having custody or control of the minor (California Civil Code § 1714.1).

SECTION 3. Enforcement.

A. The District Manager and park rangers of the District and all other law enforcement officers possessing authority to act within the boundaries of the District (collectively, "enforcement officers") may enforce all of the rules and regulations contained in this ordinance. Enforcement mechanisms include issuing citations, arresting individuals without a warrant whenever there is reasonable cause to believe that the individuals committed a misdemeanor in the enforcement officer’s presence, which constitutes a violation of these provisions, and ejecting or causing to be ejected from District parks and facilities any person acting in violation of this ordinance. Further, the District Manager and park rangers may deny use of District parks and facilities and participation in District programs to individuals and groups who fail to comply with this ordinance. A person ejected from a District park or facility may also be excluded from the park or facility in lieu of being cited for violation of this ordinance, but ejectment or exclusion will not preclude the person from being cited or arrested for conduct in violation of this ordinance or other provisions of California law.

B. Park rangers may issue citations for violations of District rules and regulations, Simi Valley Municipal Code, Ventura County Ordinance, and for violations of State and Federal law.

C. Enforcement officers may take into custody any item which is used in violation of this Ordinance or which may cause damage to park property, to any person, or to the property of any person if its use is permitted to continue. Specific items which may be taken into custody by enforcement officers include, but are not limited to air/spring guns, firearms, crossbows, archery equipment, explosive devices, skateboards, skates, bicycles, radios, tape and compact disc players, sound amplification equipment, powered or line attached model crafts, hang gliders, air balloons, barbeques, cooking devices, and combustible fuel or electric operating devices. Such items will be impounded for safekeeping and will be retained by the District for a period not exceeding 30 calendar days. The items impounded will then be returned to the owner, to the person in possession of the item at the time of the violation, or in the case of a minor, to the minor’s parent or legal guardian.

D. The District has the authority to establish and enforce additional rules and regulations that are necessary to implement District’s policies and to meet needs as situations may require.

SECTION 4. Rules and Regulations for Use of District Parks and Facilities and Participation in District Programs. The following rules and regulations, attached as Exhibit “A” and incorporated by reference, apply to the use of all parks and facilities owned, managed, controlled or operated by the District, as well as to participation in District programs. Citations issued for a violation of a rule or regulation must include a notation formatted as follows: 3-4.x. In this example, the “3” refers to District Ordinance No. 3, the “4” refers to the Section of Ordinance No. 3 that
incorporates each and every rule and regulation, and the “x” refers to the actual number of the rule or regulation. Therefore, a citation issued for possession or consumption of alcohol in the park without a permit would read as follows: 3-4.4.

SECTION 5. **Severability.** If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The Board of Directors hereby declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. **Effective Date.** This ordinance will take effect 30 days after its final passage.

SECTION 7. **Publication.** The Secretary of the Board of Directors is directed to cause this ordinance to be published in the manner required by law.

PASSED AND ADOPTED this 9th day of October 2014, by the following vote:

AYES: Directors O’Brien, Hostetler, Cavanaugh, Freeman, Johnson

NOES:

ABSENT:

**Mark E. Johnson**  
CHAIR, BOARD OF DIRECTORS

ATTEST:

BY: Larry Peterson  
DISTRICT CLERK
<table>
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<th>Rule No.</th>
<th>Category</th>
<th>Section 4. Rules and Regulations</th>
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<td>1.</td>
<td>After Hours</td>
<td>No person may remain in a district park or open space after or before posted park hours without a district approved facility use permit or contract. Park hours are between the hours of 6:00 a.m. and 10:00 p.m. unless otherwise posted. Unescorted minors must observe curfew laws.</td>
</tr>
<tr>
<td>2.</td>
<td>Airspace</td>
<td>No person may use hang gliders, air balloons, or other apparatus, or land or take off such apparatus on or from park property without a district approved facility use permit or contract.</td>
</tr>
<tr>
<td>3.</td>
<td>Aggressive Panhandling</td>
<td>No person may aggressively panhandle in or on any district facility, park or property. For purposes of this section, “aggressively panhandle” means an immediate request for funds accompanied by verbal or physical threats or coercion, or persisting in requesting funds following a negative response from the individual being solicited.</td>
</tr>
<tr>
<td>4.</td>
<td>Alcohol</td>
<td>No person may drink any malt, spirits, or vinous liquor containing more than one-half (1/2) of one percent of alcohol by volume, and no person may hold or exercise control over any open container containing such beverage in or upon any district park or facility, or in or around District permitted activities or athletic events unless such actions have been authorized by the district by special permit or other action of the Board of Directors or District Manager. Persons who bring coolers or similar containers must allow cursory inspection of such items upon request of a Park Ranger.</td>
</tr>
<tr>
<td>5.</td>
<td>Animals</td>
<td>No person may cause animals (including dogs, ferrets, and snakes) owned or controlled by the person to be let loose in district parks and facilities, except at such times and under such conditions as may be expressly permitted by the district.</td>
</tr>
<tr>
<td>6.</td>
<td>Animals</td>
<td>No person may bring pets or animals, except guide dogs or other service dogs or in connection with a district approved activity, into a district building without a district approved facility use permit or contract.</td>
</tr>
<tr>
<td>7.</td>
<td>Animals</td>
<td>No person may chase, grab, shoot, throw rocks or other objects at or attempt to capture or injure wildlife on district property.</td>
</tr>
<tr>
<td>8.</td>
<td>Animals</td>
<td>No person may feed wildlife, including ducks and geese, in violation of rules that are posted at specific District parks and facilities.</td>
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<td>9.</td>
<td>Bicycles</td>
<td>No person may ride a bicycle on sidewalks or paths located within district parks. Bicycles may be ridden on designated bicycle trails and within parking areas. Bike riders should travel at a reasonably safe speed and may not exceed 15 mph in speed at any time or location. Children 16 and under must wear a bike helmet.</td>
</tr>
<tr>
<td>10.</td>
<td>Buildings</td>
<td>No person may use a district building, equipment, or materials without first obtaining district approval for the use.</td>
</tr>
<tr>
<td>11.</td>
<td>Buildings</td>
<td>No person may ride a bicycle, scooter, skateboard, skates, or in-line skates within a district building, and no person may wear skate shoes or shoes with cleats within a district building.</td>
</tr>
<tr>
<td>12.</td>
<td>Buildings</td>
<td>District restroom sinks may not be used to wash body parts other than hands and arms unless a medical circumstance requires it.</td>
</tr>
<tr>
<td>13.</td>
<td>Buildings</td>
<td>A person or their personal property may be inspected by designated district staff members as a condition to being granted admission or entrance into a district facility, activity or event.</td>
</tr>
<tr>
<td>14.</td>
<td>Business</td>
<td>No vendors, including but not limited to ice cream, balloon, hotdog, or candy vendors, may operate on district property without a district approved facility use permit or contract.</td>
</tr>
<tr>
<td>15.</td>
<td>Business</td>
<td>No person may conduct or solicit for any trade, occupation, business or profession on district property without a district approved facility use permit or contract.</td>
</tr>
<tr>
<td>16.</td>
<td>Business</td>
<td>No person may distribute any commercial circulars, cards, or written advertising matter, and no person may post, paste, or affix any placard, notice or sign on district property without a district approved facility use permit or contract.</td>
</tr>
<tr>
<td>17.</td>
<td>Business</td>
<td>No person may sell, offer or solicit for sale any goods, vehicles, food, beverage, merchandise, or services on district property without a district approved facility use permit or contract.</td>
</tr>
<tr>
<td>18.</td>
<td>Camping</td>
<td>No person may erect an enclosed tent or similar structure on any district property without a district approved facility use permit or contract.</td>
</tr>
<tr>
<td>19.</td>
<td>Camping</td>
<td>No person may sleep in sleeping bags or under blankets in or on district property without a district approved facility use permit or contract. No person may camp or engage in camping activities on any district property except in areas specifically designated for such use, or specifically authorized by a district issued facility use permit or contract. In the absence of a district issued facility use permit or contract, or upon failure to produce the permit or contract when requested, such camping will be declared unlawful and must cease when so ordered by a Park Ranger, Police Officer or other enforcement officer. For purposes of this section, &quot;camping activities&quot; means the laying down of bedding for the purposes of</td>
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<tr>
<td>20.</td>
<td><strong>Camping</strong></td>
<td>Otherwise permissible camping is unlawful where it is conducted in such a manner so as to create a nuisance resulting from noise, or inadequate sanitation, or any other activity that otherwise disturbs persons of reasonable sensitivity.</td>
</tr>
<tr>
<td>21.</td>
<td><strong>Damage</strong></td>
<td>No person may cut, pick, disturb, damage, mutilate, destroy, injure, graffiti, deface, remove, or disturb any animal, tree, shrub, bush, flower, plant, rock, wall, gate, post, pole, building, fence, bench, table, or other structure, apparatus or property in or on district property.</td>
</tr>
<tr>
<td>22.</td>
<td><strong>Damage</strong></td>
<td>No person may alter or modify the natural state of parks, open space and trails, or create dirt ramps, dug-outs, or holes, including for the purpose of creating a bike course or embankment, without district staff approval.</td>
</tr>
<tr>
<td>23.</td>
<td><strong>Damage</strong></td>
<td>No person may use a metal detector on any district park or facility without a district issued facility use permit.</td>
</tr>
<tr>
<td>24.</td>
<td><strong>Design Use</strong></td>
<td>No person may walk, climb, stand, or sit upon any district property not designated or customarily used for such purposes.</td>
</tr>
<tr>
<td>25.</td>
<td><strong>Design Use</strong></td>
<td>No person may play baseball except on designated baseball fields expressly set aside for this activity. No person may play softball except on designated softball fields expressly set aside for this activity.</td>
</tr>
<tr>
<td>26.</td>
<td><strong>Design Use</strong></td>
<td>No person may engage in activities which are inconsistent with the intended use or design of a specific area, equipment or apparatus within any park or facility. No person, while in or on district property or facilities, may engage in conduct which is or may be harmful or hazardous to district property, to any person, or to the property of any person.</td>
</tr>
<tr>
<td>27.</td>
<td><strong>Dogs</strong></td>
<td>Dogs must remain on a leash no more than six feet long held continuously in the hands of a person able to control the dog on all district property except within district provided off-leash dog parks. The owner or controller of an animal that defecates (except for guide dogs) must pick up and properly dispose of any feces no more than five minutes thereafter.</td>
</tr>
<tr>
<td>28.</td>
<td><strong>Dogs</strong></td>
<td>The only type of animals allowed in district provided off-leash dog parks are dogs.</td>
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<tr>
<td><strong>29.</strong></td>
<td>Dogs</td>
<td>No children under the age of 6 are allowed in district provided dog parks, and children between the ages of 6 and 12 are allowed into a district provided dog park only with adult supervision.</td>
</tr>
<tr>
<td><strong>30.</strong></td>
<td>Dogs</td>
<td>Dogs entering district provided dog parks must wear a current license issued by the city or county in which the dog’s owner resides.</td>
</tr>
<tr>
<td><strong>31.</strong></td>
<td>Dogs</td>
<td>No more than 4 dogs at one time may be brought into a district provided dog park by any one person.</td>
</tr>
<tr>
<td><strong>32.</strong></td>
<td>Dogs</td>
<td>A person or group using a district facility pursuant to a district issued facility use permit or other contract may exclude dogs from the portion of the facility that is the subject of the district issued permit or contract.</td>
</tr>
<tr>
<td><strong>33.</strong></td>
<td>Filming</td>
<td>No person may film, videotape, or photograph in district parks, buildings or open space for commercial or educational purposes without a district approved facility use permit or contract.</td>
</tr>
<tr>
<td><strong>34.</strong></td>
<td>Fires</td>
<td>No person may make or kindle an open fire on district property except in picnic stoves or fire circles provided by the district for that purpose, and no person may operate a barbeque or other cooking device in a manner which will damage turf or district property. No person may make or kindle an open fire in a fire circle without first obtaining a district issued facility use permit, which permit will not be issued and may be revoked on red flag days. Ashes in district furnished picnic stoves or fire circles must be left in place. Ashes in private barbeques brought into a park must be removed from the park or deposited into district provided ash cans if available. Ashes may not be deposited into trash cans, or on the ground. Fires of any kind are not allowed in natural parks or open space without a district approved facility use permit or contract.</td>
</tr>
<tr>
<td><strong>35.</strong></td>
<td>Fireworks</td>
<td>No person may possess or use fireworks, including firecrackers, rockets or other similar items customarily associated with Independence Day celebrations, without a district approved facility use permit or contract.</td>
</tr>
<tr>
<td><strong>36.</strong></td>
<td>Food &amp; Beverage</td>
<td>No person may bring into a district building any food or beverages unless that person has been given specific authorization to do so by district staff, a district approved facility use permit or contract has been issued, or the person is participating in a program or event approved by the district that provides for or allows the use of food and beverages.</td>
</tr>
<tr>
<td><strong>37.</strong></td>
<td>Gambling</td>
<td>No person may maintain gambling equipment in or on district property, except equipment that is incidental to the playing of bingo by organizations that have qualified for and obtained a permit for such purposes from the City of Simi Valley or the County of Ventura.</td>
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<td>38.</td>
<td>Gatherings</td>
<td>No person may hold or conduct any public assemblage, meeting, gathering, group picnic, athletic activity, celebration, parade, service or exercise of 50 or more persons in or on any district property without first having obtained a district approved facility use permit or contract.</td>
</tr>
<tr>
<td>39.</td>
<td>Gatherings</td>
<td>Youth or adult sports groups that come together to play or practice a sport or activity such as, but not limited to, football, soccer, softball, or lacrosse, must use district facilities designed for the sport or activity that they are engaged in.</td>
</tr>
<tr>
<td>40.</td>
<td>Gatherings</td>
<td>A person or group using a district facility pursuant to a district issued facility use permit or other contract may exclude persons from entering the portion of the facility that is the subject of their district issued permit or contract if those persons are not invitees of the permit or contract holder.</td>
</tr>
<tr>
<td>41.</td>
<td>Golf</td>
<td>No person may play golf or otherwise hit any type of golf balls on district property, with the exception of district owned golf courses, without a district approved facility use permit or contract.</td>
</tr>
<tr>
<td>42.</td>
<td>Graffiti</td>
<td>No person may use or possess a graffiti implement including, but not limited to, aerosol paint containers, indelible markers, paint sticks, etching tools or other similar devices, to apply graffiti upon any district property.</td>
</tr>
<tr>
<td>43.</td>
<td>Gyms</td>
<td>No person may use any shoes on the gymnasium playing floor except soft-sole basketball or tennis-type shoes. No person may use black sole shoes on the gymnasium floor that may leave marks on the gymnasium playing floor.</td>
</tr>
<tr>
<td>44.</td>
<td>Gyms</td>
<td>No person may use the community center gymnasium showers unless that person is a participant in a recreation program at the community center immediately before or after using the shower and that person’s use of the showers has been approved by the community center supervisor. Shower room lockers are for day use only. Persons using a locker must provide their own lock and remove it and the contents of the locker before leaving. Any items left in the locker at the time of normal closing hours are subject to seizure by the district.</td>
</tr>
<tr>
<td>45.</td>
<td>Gyms</td>
<td>No person may enter or remain in the community center building unless that person is wearing clothing and shoes customarily used for the sport or activity in which that person is participating, which will protect that person, other persons, and district property from injury or damage resulting from that person’s participation in the sport or activity. No person may wear shoes with cleats, stubs, or spikes inside the community center building. No person may wear leather sole or leather heel soles on wood floors in the community center building.</td>
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<td>46.</td>
<td>Horses</td>
<td>No person may ride a horse or animal of any description onto or over land owned, managed, controlled or operated by the district except upon areas, such as trails, designated by the district for such use and at times designated by the district for such use.</td>
</tr>
<tr>
<td>47.</td>
<td>Horses</td>
<td>No person may permit a horse that is owned or controlled by that person to enter turf grass, planters, or other planted areas within district property.</td>
</tr>
<tr>
<td>48.</td>
<td>Horses</td>
<td>No person may permit a horse that is owned or controlled by that person to be unattended and unsupervised within district property, at any time except in designated areas, tethered or otherwise approved by the district with a facility use permit or contract.</td>
</tr>
<tr>
<td>49.</td>
<td>Horses</td>
<td>Horses must be kept at a walking pace when horseback riding is occurring on district trails.</td>
</tr>
<tr>
<td>50.</td>
<td>Horses</td>
<td>No person may use a corral used for a turn-out for a continuous period in excess of one hour.</td>
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<td>51.</td>
<td>Horses</td>
<td>No person may place a horse port-a-stall or other temporary corral on district property without a written permit from the district.</td>
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<tr>
<td>52.</td>
<td>Horses</td>
<td>No person may wash horses or related equipment on district property without an approved facility use permit.</td>
</tr>
<tr>
<td>53.</td>
<td>Inflatables</td>
<td>Inflatable jumpers, slides and movie screens, dunk tanks and other similar types of items may not be placed on district property without a district approved facility use permit or contract. If a use is approved, any generators must be placed on plywood and in a way that reduces the likelihood of damage or injury from heat or moving parts, and electrical cords must be laid to reduce tripping hazards. Refilling gas operated generators must be done without spilling fuel on grass.</td>
</tr>
<tr>
<td>54.</td>
<td>Language Conduct</td>
<td>No person may use toward any other person any abusive, insulting or obscene language or gesture, or any language or gesture naturally tending to create a breach of the peace, or to be guilty of conduct tending to provoke a breach of the peace, or to make any loud and offensive noises tending to disturb the peace.</td>
</tr>
<tr>
<td>55.</td>
<td>Loiter</td>
<td>No person will loiter inside or outside a district building.</td>
</tr>
<tr>
<td>56.</td>
<td>Loiter</td>
<td>Loitering is prohibited under bridges.</td>
</tr>
<tr>
<td>57.</td>
<td>Nudity</td>
<td>No person may appear nude in district facilities or on district property. For purposes of these regulations, “nude” means unclothed or in such a state of undress as to expose any part or portion of the pubic or anal region or genitalia of any person, or any portion of the breast at or below the areola thereof of any female person.</td>
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<td>Nuisance</td>
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<tr>
<td>58.</td>
<td>Whenever any person creating, causing, committing, or maintaining a public nuisance as defined under State law or other ordinance or regulation, has been given notice by a Park Ranger or other authorized district employee to abate such nuisance or cease and desist from continuing such nuisance or violation of law, and such person who was given notice fails, refuses, or neglects to comply with the notice within the time specified therein, or if such a time is not specified, then within a time reasonably sufficient to enable compliance, the person will be liable to the district for any and all costs and expenses that the district incurs as a result of abating the nuisance and obtaining compliance with or enforcing the law. Costs and expenses may include but are not limited to direct costs and expenses of personnel, operational overhead, fees for experts or consultants, legal costs or expenses, including attorneys' fees, claims against the district arising as a consequence of the nuisance or violation, and procedures associated with collecting moneys due hereunder.</td>
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<tr>
<th></th>
<th>Parking</th>
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<tbody>
<tr>
<td>59.</td>
<td>No person may park, abandon or otherwise allow to remain on district parks or facilities between the hours of 10:00 p.m. and 6:00 a.m. automobiles, trailers, campers, motor homes, recreational vehicles, unless district permission has been expressly granted or parking is required for attendance at a district activity.</td>
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<th>Parking</th>
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<tr>
<td>60.</td>
<td>No person may violate the following curb markings within district parks, facilities, and parking areas: Red indicates no stopping, standing or parking, whether the vehicle is attended or unattended. Yellow indicates stopping only for the purpose of loading or unloading passengers or freight for no more than ten minutes. White indicates stopping for the purpose of loading or unloading of passengers for no more than five minutes. Green indicates 30 minute parking. Blue indicates parking limited exclusively to the vehicles of physically handicapped persons as described in the California Vehicle Code.</td>
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<th>Parking</th>
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<tr>
<td>61.</td>
<td>No person may park motorcycles or other motorized vehicles (with the exception of wheelchairs or similar devices), whether attended or unattended, on district parks or facilities except at parking lots provided by the district or as otherwise permitted by a district approved facility use permit or contract.</td>
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<td>62.</td>
<td>RC</td>
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<td>63.</td>
<td>Recycling</td>
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<td>Restrooms</td>
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<td>Restrooms</td>
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<td>67.</td>
<td>Skateboards</td>
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<td>68.</td>
<td>Smoking</td>
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<td>69.</td>
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<td>71.</td>
<td>Trash</td>
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<td>72.</td>
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<td>73.</td>
<td>Vehicles</td>
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<td>75.</td>
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<td>Waters</td>
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<tr>
<td>78.</td>
<td>Weapons</td>
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Stay on Designated Trail

No Public Access beyond this Point
RANCHO SIMI RECREATION AND PARK DISTRICT  
INTEROFFICE MEMORANDUM

DATE: December 1, 2016
TO: Board of Directors
FROM: District Manager
SUBJECT: Approval of Resolution Accepting a Grant Deed from Waste Management of California, Inc., Conveying to Rancho Simi Recreation and Park District a 326 Acre Parcel of Property Commonly Referred to as Alamos Canyon

SUMMARY

The Alamos Canyon Grant Deed with legal description and graphic depiction is attached hereto. The Board must accept the Grant Deed and that acceptance must then be transmitted to escrow for closing. The Board’s approval of the attached Resolution will accept the Grant Deed and authorize the Chair of the Board of Directors to sign the Acceptance of Grant Deed and authorize the District Manager to transmit the acceptance and a certified copy of the Resolution to escrow. Staff expects the transaction to close no later than December 15, 2016.

RECOMMENDATION

Staff recommends the Board approve the attached Resolution Accepting a Grant Deed from Waste Management of California, Inc., Conveying to Rancho Simi Recreation and Park District a 326 Acre Parcel of Property Commonly Referred to as Alamos Canyon.

[Signature]
Larry Peterson
District Manager
RANCHO SIMI RECREATION AND PARK DISTRICT

RESOLUTION NO. _________

RESOLUTION ACCEPTING A GRANT DEED FROM WASTE MANAGEMENT OF CALIFORNIA, INC., CONVEYING TO RANCHO SIMI RECREATION AND PARK DISTRICT A 326 ACRE PARCEL OF PROPERTY COMMONLY REFERRED TO AS ALAMOS CANYON

WHEREAS, a good and sufficient Grant Deed, dated November 18, 2016, has been submitted to the Rancho Simi Recreation and Park District ("District") by Waste Management Of California, Inc. ("Waste Management"), conveying to the District a 326 acre parcel in the City of Simi Valley and the County of Ventura, State of California, described in the attached Grant Deed with an attached Legal Description and graphic depiction; and

WHEREAS, said Grant Deed is presented to the District in conjunction with its acquisition of 326 acres, which is referred to as Alamos Canyon, from Waste Management of California, Inc.; and

WHEREAS, said Grant Deed is being presented and the property is being conveyed to the District pursuant to the negotiated and approved contract; and

WHEREAS, said Grant Deed has been reviewed by District staff and legal counsel and found to be in proper form.

NOW, THEREFORE, BE IT RESOLVED that said Grant Deed presented to the Board of Directors conveying to the District ownership of a 326 acre parcel of property commonly referred to as Alamos Canyon, and legally described and graphically depicted in the attachment hereto be, and the same is, hereby accepted, and that said Grant Deed be recorded in the Official Records of Ventura County, California and Board of Directors Chair Gene Hostetler is authorized to sign an Acceptance of said Grant Deed and District Manager Larry Peterson is directed to transmit to escrow the Acceptance and a certified original Resolution.

The foregoing Resolution was approved by the Board of Directors of the District at a regularly scheduled meeting held on December 1, 2016, at 1692 Sycamore Drive, Simi Valley, California on a motion by Director ________, seconded by Director ________, and carried with the following roll-call vote:

Ayes:

Noes:

Absent:

Abstain:

______________________________
Chair of the Board of Directors
Rancho Simi Recreation and Park District
ACCEPTANCE OF GRANT DEED  
(WASTE MANAGEMENT OF CALIFORNIA, INC)

This is to certify that the interest in real property conveyed by the foregoing Grant Deed dated November 18, 2016 from Waste Management Of California, Inc. to the Rancho Simi Recreation and Park District ("District") is hereby accepted by District Resolution No. _______ dated ________________, and the District consents to the recordation thereof by its duly authorized officer – Chair of the Board of Directors.

Dated: ________________

RANCHO SIMI RECREATION AND PARK DISTRICT

By __________________________

Gene Hostetler, Chair of the Board of Directors
Rancho Simi Recreation and Park District

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, ________________________________.

Notary Public, personally appeared Gene Hostetler, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature ________________________________
No Fee Required  
(Govt. Code Sec. 6103)  
(Rev. and Tax Code Sec. 11922)

GRANT DEED

(LA VENTURA PROJECT • VENTURA COUNTY • WASTE MANAGEMENT TRACT)

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

WASTE MANAGEMENT OF CALIFORNIA, INC., a California corporation ("Grantor") hereby GRANTS to  

RANCHO SIMI RECREATION AND PARK DISTRICT, a special district under the laws of the State of California ("Grantee"),  

the real property in the County of Ventura, State of California, more particularly described on Exhibit A and graphically depicted on Exhibit B of Attachment 1 attached hereto (the "Property").

Together with all water, water rights, water appropriations, ditches, ditch rights-of-way and ditch rights as heretofore used and enjoyed in connection with the above-described lands, and all hereditaments, easements, incidents and appurtenances thereto.

Reserving Unto Grantor, together with the right to grant and transfer all or a portion of the same, easements, rights and restrictions for the benefit of Grantor, its successors and assigns, for the benefit of, and appurtenant to, real property in said County, and State owned by the Grantor described on Attachment 2 attached hereto and incorporated herein by this reference (the "Landfill Property"), and any successors in title to the Landfill Property (individually and collectively, the "Benefitted Parties"), which shall run with
the land and bind Grantee and any successors in title to the Property as follows:

1. MINERAL RIGHTS. Grantor reserves all mineral rights in the Property. This reservation includes by its terms, oil, gas, and any other minerals and any other valuable hydrocarbon substances on, in, and under the Property (collectively, the “Mineral Rights”); provided, however, that the reservation does not reserve to the Grantor any right to enter upon the surface of any portion of the Property in the exercise of such rights other than the rights reserved pursuant to Section 2 below.

2 RESERVED RIGHTS.

a. Mitigation Measures. Grantor reserves for the Benefitted Parties, a perpetual, easement, license and right of way over, upon and across the Property that Grantor may deem necessary or convenient in connection with continuing mitigation measures required of the Landfill Property and the fifty-five acres preserved by Grantor in connection with such mitigation measures. Grantor shall be entitled at its discretion to permit exercise of its rights under this easement by any and all entities and persons that Grantor deems to be necessary or convenient for mitigation measures. Persons and entities that Grantor shall be entitled permit access under this Easement, and to exercise the rights herein for the benefit of Grantor, shall include Grantor’s employees, agents, independent contractors, subcontractors, other providers of goods, services or both, consultants, and other permittees.

b. Mineral Rights. Grantor reserves for the Benefitted Parties, a perpetual, easement, license and right of way in, over, upon, through and across the Property that Grantor may deem necessary or convenient in connection with the retained Mineral Rights for: (i) ingress, egress, access, roads, vehicles and equipment, and (ii) construction, operation, maintenance and use of pipelines. Grantor shall be entitled at its discretion to permit exercise of its rights by any and all entities and persons that Grantor deems to be necessary or convenient in connection with the Mineral Rights. Persons and entities that Grantor shall be entitled permit access under this Easement, and to exercise the rights herein for the benefit of the Benefitted Parties, shall include the Benefitted Parties’ grantees, lessees, partners, joint venturers, employees, agents, independent contractors, subcontractors, other providers of goods, services or both, consultants, and other permittees.
3. USE RESTRICTIONS. Grantee and Grantee's successors in interest shall refrain from using or permitting the use of the Property for any uses commonly known as "sensitive receptors" as set forth in the Appendix A of the Ventura County Air Quality Assessment Guidelines, i.e. facilities or land uses that include members of the population that are particularly sensitive to the effects of air pollutants, such as children, the elderly, and people with illnesses. Examples include schools, hospitals, and daycare centers.

WASTE MANAGEMENT OF CALIFORNIA, INC., a California corporation

By: [Signature]
Name: JAMES A. WILSON
Title: VICE PRESIDENT
Date: 11-18-2016

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 ILLINOIS )
County of DU PAGE ) SS.

On NOVEMBER 18, 2016 before me, VIDYA SHIRISH DARSHANE, Notary Public, personally appeared JAMES A. WILSON who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature]
Notary Public

(Seal)

[Stamp]
ATTACHMENT 1
TO
GRANT DEED

Legal Description of the Property
EXHIBIT "A"
(LEGAL DESCRIPTION – ALAMOS CANYON)

North Parcel

Those portions of Parcel 1 and Parcel 2 of Parcel Map Waiver No. SD06-0072 (Lot Line Adjustment) recorded on June 10, 2008 per Instrument No. 20080610-00091642 of Official Records, partially in the City of Simi Valley and partially in the unincorporated territory of the County of Ventura, State of California and being a portion of Tract "J" of the Rancho Simi, as per the Map recorded in Book 3 at Page 7 of Miscellaneous Records (Maps), all in the Office of the County Recorder of said county, being more particularly described as follows:

Beginning at the easterly terminus of the 38th course of Parcel 46571-1 shown as [ S 82°45’58” E, 210.00 feet ] in the Final Order of Condemnation to the State of California recorded on August 7, 1975 in Book 4443, at Page 319 of Official Records of said county; thence leaving said 38th course,

1st North 34°31’36” East, a distance of 827.08 feet to a point on the northerly line of said Parcel 2, also being a point on the 23rd course shown as [ radius of 6500.00 feet, central angle of 16°28’32”, arc length of 1869.09 ] in the LAFCO document entitled “West End Reorganization to the City of Simi Valley / to the Simi Valley County Sanitation District / to Waterworks District No. 8 / from the Ventura County Resource Conservation District” recorded on July 24, 1984 as Document No. 81333 in Official Records of said county, a radial line to said point bears North 08°55’17” East, said point bears an arc length of 1413.69 feet, through a central angle of 12°27’41” from the easterly terminus of said 23rd course; thence leaving said northerly line,

2nd North 05°11’54” East, a distance of 856.46 feet; thence,

3rd North 48°47’52” East, a distance of 2435.32 feet; thence,

4th North 38°05’47” East, a distance of 731.37 feet, more or less, to a point on the southwesterly prolongation of the 2nd course shown as [ North 71°34’ East, 126.48 chains ] in the deed to Union Oil Company of California recorded on February 16, 1949 in Book 858, at Page 530 of Official Records of said county; thence along said prolongation,

5th North 72°00’59” East, a distance of 1303.82 feet, more or less, to the easterly line of said Parcel 1 and the northwest corner of said deed to Union Oil Company; thence along the easterly line of said Parcel 1 and the westerly line of the Tapo Subdivision of said Rancho Simi,

6th North 00°26’59” East, a distance of 1970.00 feet; thence leaving said easterly line,
7th  South 50°00'00" West, a distance of 3280.00 feet to a point which bears North 21°34'21" East, a distance of 4277.89 feet from said Point of Beginning; thence,

8th  South 41°12'25" West, a distance of 3429.25 feet; thence,

9th  South 75°00'00" West, a distance of 1710.00 feet; thence,

10th North 73°33'34" West, a distance of 1064.89 feet, more or less, to the northeasterly terminus of the 102nd course shown as [South 46°59'00" West, 290.00 feet] in the LAFCO document entitled “INCORPORATION OF MOORPARK” recorded on March 30, 1983 as Document No. 31119 of Official Records of said county; thence along said 102nd course and the easterly boundary of last said LAFCO document the following 6 courses (102nd through 107th),

11th  South 47°28'10" West, a distance of 290.00 feet; thence,

12th  South 41°01'10" West, a distance of 362.60 feet; thence,

13th  South 28°00'10" West, a distance of 78.50 feet; thence,

14th  South 06°07'10" West, a distance of 95.00 feet; thence,

15th  South 20°31'50" East, a distance of 596.50 feet; thence,

16th South 15°03'50" East, a distance of 299.28 feet, more or less, to a point on the 23rd course of said Parcel 46571-1 shown as [S 72°35'05" E, 558.05 feet] in said Final Order of Condemnation to the State of California; thence along said 23rd course,

17th  South 72°35'05" East, a distance of 236.99 feet, more or less, to the southeasterly terminus of said 23rd course; thence continuing along the boundary of said Parcel 46571-1 the following 15 courses (24th through 38th),

18th  North 47°30'32" East, a distance of 81.39 feet; thence,

19th  South 66°58'04" East, a distance of 226.11 feet; thence,

20th  North 67°44'47" East, a distance of 298.09 feet; thence,

21st  South 32°12'17" East, a distance of 190.20 feet; thence,

22nd  North 42°18'09" East, a distance of 132.00 feet; thence,

23rd  North 81°25'53" East, a distance of 341.04 feet; thence,

24th  South 86°43'13" East, a distance of 500.22 feet; thence,
25th  South 49°03’36” East, a distance of 247.03 feet; thence,
26th  North 84°22’28” East, a distance of 614.02 feet; thence,
27th  South 87°03’01” East, a distance of 330.21 feet; thence,
28th  South 87°23’16” East, a distance of 120.10 feet; thence,
29th  North 67°12’46” East, a distance of 273.21 feet; thence,
30th  North 24°46’16” West, a distance of 126.51 feet; thence,
31st  North 32°38’30” East, a distance of 221.42 feet; thence,
32nd  South 82°45’58” East, a distance of 210.00 feet to the Point of Beginning.

Contains: 280.94 Acres, more or less.

South Parcel

That portion of Parcel 2 of Parcel Map Waiver No. SD06-0072 (Lot Line Adjustment) recorded June 10, 2008 per Instrument No. 20080610-00091642 of Official Records, partially in the City of Simi Valley and partially in the unincorporated territory of the County of Ventura, State of California and being a portion of Tract “J” of the Rancho Simi, as per the Map recorded in Book 3 at Page 7 of Miscellaneous Records (Maps), all in the Office of the County Recorder of said county, lying westerly of the following described line:

Beginning at the easterly terminus of the 86th course of Parcel 46571-1 shown as [N 78°02’49” W, 310.00 feet] in the Final Order of Condemnation to the State of California recorded on August 7, 1975 in Book 4443, at Page 319 of Official Records of said county; thence leaving said 86th course,

1st  South 10°07’13” West, a distance of 617.17 feet, more or less, in a direct line to the easterly terminus of Course 159 of Exhibit “B” on southerly line of said Parcel 2, delineated as being a curve concave southerly having a radius of 3324.08 feet and an arc length of 30.46 feet, said curve also being on the northerly line of the 100 foot wide strip of land described in the deed to Southern Pacific Railroad Company recorded on December 30, 1899 in Book 62, at Page 192 of Deeds, in said office.

Contains: 45.06 Acres, more or less.

The above described parcels of land are delineated on the attached Exhibit “B”.

Page 3 of 4
4460 Ex A Legal Description Wildlife Corridor.doc
EXHIBIT "B"
(ALAMOS CANYON)

SURVEYOR'S NOTE
THE COURSES AND DISTANCES SHOWN HEREON REFLECT RECORD DATA PER THE WRITTEN DEEDS, AND ARE NOT THE RESULTS OF A FIELD SURVEY, OR MATHEMATICALLY CLOSED BOUNDARY SURVEY.

NORTH PARCEL
PARCEL 1
PMW NO SOD6-0072
DOC NO 20080610-00091642 OR (R3)
INCORPORATION OF MOORPARK,
DOC NO. 83-31119 OR (R6)
4443 OR 319 (R1)

SOUTH PARCEL
SOUTHERN PACIFIC RAILROAD

SCALE: 1"=2000'

AREA
NORTH PARCEL (N OF SR-118) 280.94 ACRES, MORE OR LESS
SOUTH PARCEL (S OF SR-118) 45.06 ACRES, MORE OR LESS

RECORD REFERENCES
R1 FINAL ORDER OF CONDEMNATION, TO THE STATE OF CALIFORNIA RECORDED AUGUST 7, 1975, BOOK 4443 PAGE 319 OR

R2 CALIFORNIA DIVISION OF HIGHWAYS R/W MAP F-2121

R3 PMW NO SD 06-0072 (LLA), RECORDED JUNE 10, 2008, DOC NO. 20080610-00091642 OR.

R4 WEST END REORGANIZATION TO THE CITY OF SIMI VALLEY, RECORDED JULY 24, 1984,
DOC NO. 84-81333 OR

R5 UNION OIL COMPANY OF CALIFORNIA, RECORDED FEBRUARY 16, 1949, BOOK 858, PAGE 530 OR

R6 INCORPORATION OF MOORPARK, RECORDED MARCH 30, 1983, DOC NO. 83-31119 OR
ROTATION: 00°29'10" CW

William T. Hurdle 11-10-2016

LEGEND
CW CLOCK-WSE
DOC DOCUMENT
N NORTH
OR OFFICIAL RECORDS
PMW PARCEL MAP WAVER
PDB POINT OF BEGINNING
(R) RADIAL
R/W RIGHT OF WAY
S SOUTH
SR STATE ROUTE

HATCHED AREA DENOTES LAND
DESCRIBED IN THE ATTACHED
EXHIBIT "A"

William T. Hurdle PLS 5453

JENSEN DESIGN & SURVEY, INC. 1672 DONLON STREET, VENTURA, CA 93003 (805) 654-6977
ATTACHMENT TO GRANT DEED

Legal Description of the Landfill Property
All that certain real property situated in the County of Ventura, State of California, described as follows:

PARCEL 1:

Parcel A, as shown and designated on that certain Parcel Map Waiver (Lot Line Adjustment) No. 1247, recorded August 19, 2004 as Document No. 04-0228928 of Official Records, partly in the City of Moorpark, partly in the City of Simi Valley, and partly in unincorporated territory in the County of Ventura, State of California and being a portion of Tract J of the Rancho Simi, As per Map recorded in Book 3 Page 7 of maps in the office of the County Recorder of said County.

Except that portion described as Estate I (No. 2 Canyon Debris Basin) conveyed to Ventura County Watershed Protection District by Grant Deed recorded September 8, 2004 as Instrument No. 2004-0245548

Also except from a portion of said land all oil, gas and minerals, and other hydrocarbon substances and minerals as conveyed to Nuevo Energy Company by instrument recorded April 11, 1996 as document No. 96-046006 of Official Records.

PARCEL 2:

Tentative Tract 5274 being a Subdivision of the following land:

Parcel B, as shown and designated on that certain Parcel Map Waiver (Lot Line Adjustment) No. 670, recorded June 9, 1993 as Document No. 93-104328 of Official Records, and on that certain Lot Line Adjustment No. LD-5-515, recorded June 9, 1993 as Document No. 93-104329 of Official Records, in the City of Simi Valley, County of Ventura, State of California, and being a portion of Section 6, Township 2 North, Range 18 West, Rancho Simi, a portion of Section 1, Township 2 North, Range 19 West Rancho Simi, a portion of Section 36, Township 3 North, Range 19 West, Ranch Simi, and a portion of Section 31, Township 3 North, Range 13 West, Ranch Simi, as per map recorded in Book 3, Page 7 of maps, in the office of the County Recorder of said County.

Excepting from a portion of said land that portion of said property (0.849 acre) lying below a depth of five hundred (500) feet measured vertically from the contour of the surface thereof; provided, however, that grantor, its successors and assigns, shall not have the right for any purposes whatsoever to enter upon, into or through the surface of the property granted herein or made part thereof lying between said surface and five hundred (500) feet below said surface as excepted in deed from Southern Pacific Transportation Company recorded July 31, 1974 in Book 4294 Page 396 of Official Records.
PARCEL 5:

Parcel 1, in the City of Simi Valley, County of Ventura, State of California, as shown on a Parcel Map filed in Book 30, Page(s) 56 through 58 of Parcel Maps, in the office of the County Recorder of said County. All of Parcel 3 other than that portion of Parcel 3 which was formerly described as Parcel 3 of Parcel Map LDS-388.

PARCEL 3:

Parcel B as shown and designated on that certain Parcel Map Waiver (Lot Line Adjustment) No. 1246 recorded August 11, 2004 as Document No. 04-0221269 of Official Records, and being a part of subdivision delineated as "Tapo" upon that certain map entitled "Map of the lands of Rancho Simi Valley in Ventura and Los Angeles Counties, California", and all of Parcel 3 as shown on map recorded in Book 44 of Parcel Maps, page 87, partly in the City of Simi Valley, and partly in the unincorporated area of the County of Ventura, State of California, recorded in Book 3, Page 7 of Maps in the Office of the County Recorder of Ventura County.
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RANCHO SIMI RECREATION AND PARK DISTRICT  
INTEROFFICE MEMORANDUM

DATE: December 1, 2016
TO: Board of Directors
FROM: District Manager
SUBJECT: Approval of Resolution Accepting a Trail Easement Deed for Multipurpose Public Recreation Trail Purposes from Waste Management of California, Inc., in Alamos Canyon

SUMMARY

Attached is a Trail Easement Deed together with a legal description and graphic depiction. The public recreation trail alignment largely avoids the portion of the property subject to the Conservation Easement and utilizes an established road to minimize further disruption to the open space. This established trail crosses between the 326 acres the District is acquiring and property which will continue to be held by Waste Management of California, Inc. Acceptance of the Trail Easement Deed will secure public access to Alamos Canyon and provide a nice loop trail through the area. The Board must accept the Trail Easement Deed and that acceptance must then be transmitted to escrow for closing. The Board’s approval of the attached Resolution will accept the Trail Easement Deed and authorize the Chair of the Board of Directors to sign the Acceptance of the Trail Easement Deed and authorize the District Manager to transmit the acceptance and a certified copy of the Resolution to escrow. Staff expects the transaction to close no later than December 15, 2016.

RECOMMENDATION

Staff recommends the Board approve the attached Resolution Accepting a Trail Easement Deed for Multipurpose Public Recreation Trail Purposes from Waste Management of California, Inc., in Alamos Canyon.

Larry Peterson  
District Manager
RANCHO SIMI RECREATION AND PARK DISTRICT

RESOLUTION NO. __________

RESOLUTION ACCEPTING A TRAIL EASEMENT DEED FOR MULTIPURPOSE PUBLIC RECREATION TRAIL PURPOSES FROM WASTE MANAGEMENT OF CALIFORNIA, INC. IN ALAMOS CANYON

WHEREAS, a good and sufficient Trail Easement Deed, dated ________________, has been submitted to the Rancho Simi Recreation and Park District ("District") by Waste Management Of California, Inc. ("Waste Management"), conveying to the District an easement for multipurpose public recreation trail purposes and purposes incidental thereto, including trail construction, trail maintenance, horseback riding, walking, jogging, running, bicycling and similar uses, in, on, over and across those portions of Real Property, in the City of Simi Valley and the County of Ventura, State of California, described on Exhibit "A" and graphically depicted on Exhibit "B" of said Trail Easement Deed; and

WHEREAS, said Trail Easement Deed is being presented to the District in conjunction with the acquisition by the District from Waste Management of portions of Alamos Canyon; and

WHEREAS, said Trail Easement Deed has been reviewed by District staff and legal counsel and found to be in proper form.

NOW, THEREFORE, BE IT RESOLVED that said Trail Easement Deed presented to the Board of Directors conveying to the District an easement for multipurpose public recreation trail purposes and purposes incidental thereto, in, on, over and across those portions of Real Property described on Exhibit "A" and graphically depicted on Exhibit "B" of said Trail Easement Deed, be, and the same are, hereby accepted, and that said Trail Easement Deed be recorded in the Official Records of Ventura County, California and Board of Directors Chair Gene Hostetler is authorized to sign an Acceptance of said Trail Easement Deed, and District Manager Larry Peterson is directed to transmit to escrow the Acceptance and a certified original Resolution.

The foregoing Resolution was approved by the Board of Directors of the District at a regularly scheduled meeting held on December 1, 2016 at 1692 Sycamore Drive, Simi Valley, California on a motion by Director ________, seconded by Director ________, and carried with the following roll-call vote:

Ayes:
Noes:
Absent:
Abstain:

__________________________
Chair of the Board of Directors,
Rancho Simi Recreation and Park District
RECORDED AT THE REQUEST
OF AND WHEN RECORDED
RETURN TO:

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

Recorded for the benefit of Rancho Simi
Recreation and Park District. No fee required.
Gov. Code Section 27383

APN:________________________

This transaction is exempt from California documentary transfer tax pursuant to
section 11922 of the California Revenue and Taxation Code.

TRAIL EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Waste
Management of California, Inc., a California corporation ("Grantor") hereby grants to Rancho
Simi Recreation and Park District, a special district under the laws of the State of California
("Grantee"), an easement (the "Trail Easement") for multipurpose public recreational trail
purposes and purposes incidental thereto including, but not limited to, trail construction, trail
maintenance, horseback riding, walking, jogging, running, bicycling and similar uses (the
"Permitted Uses"), in, on, over and across those portions of Real Property, in the City of Simi
Valley and in the County of Ventura, State of California, described in Exhibit "A" and graphically
depicted on Exhibit "B" attached hereto and hereby incorporated in this Trail Easement Deed by
reference. This Trail Easement Deed does not include uses by motorized vehicles or similar
mechanical means of locomotion, including automobiles, motorcycles, or other all-terrain
vehicles, except for vehicles owned and operated by the Grantee, and its contractors and agents,
for purposes of trail construction and trail maintenance and for patrol of the easement area by
District employees. Exhibit C hereto is not an engineered drawing, but does generally depict the
entire trail created by this Trail Easement Deed and another Trail Easement Deed being
executed and recorded concurrently herewith.

The Grantee shall have the right to survey, design, construct, use, repair, manage,
maintain and monitor the Trail Easement, including but not limited to the right to install, maintain,
repair, and replace steps, trail surfacing, bridges, culverts, and other structures and
improvements, in accordance with all laws and regulations. Maintenance and upkeep of the Trail
Easement is the duty of the Grantee. Trail Easement maintenance shall include, but is not limited
to clearing brush and removal of dead, dying or diseased vegetation within the Trail Easement
which pose a safety risk to Trail Easement users.
Grantor has the rights accorded to the general public to use the Trail Easement as well as to exercise any one or more of the following rights with such notice to Grantee as is reasonable under the circumstances and consistent with all applicable governmental laws, regulations, approvals and permits: (i) Cut trees or otherwise disturb resources to the extent reasonably prudent to remove or mitigate against an unreasonable risk of harm to persons on or about the Trail Easement right-of-way; (ii) Mow, cut or remove vegetation, or plant vegetation, within the Trail Easement with prior approval by the Grantee in writing, or (iii) Grantor has the right to remove or exclude from its property any persons who are (a) in locations other than the Trail Easement or (b) not engaged in Permitted Activities.

Nothing in this Agreement limits the ability of Grantor or Grantee to avail themselves of the protections offered by any applicable law affording immunity to Grantor or Grantee. Use of any portion of the Trail Easement by members of the general public is at their own risk. Grantee, by accepting this Trail Easement, does not assume any duty to or for the benefit of the general public for defects in the location, design, installation, maintenance or repair of the Trail Easement; for any unsafe conditions within the Trail Easement; or for the failure to inspect for or warn against possibly unsafe conditions; or to close the Trail Easement to public access when unsafe conditions may be present. The Grantee will endeavor to repair damaged Trail Easement facilities but has no duty to do so unless and until the Grantee receives actual notice of the need to repair an unreasonably dangerous condition. All costs and expenses associated with Trail Easement use are to be borne by the Grantee.

The Grantee shall indemnify, protect, defend and holds harmless the Grantor and its successors and assigns from and against all liabilities, costs, losses, orders, liens, penalties, claims, demands, damages, expenses, or causes of action or cases, including without limitation reasonable attorneys' fees ("Claim"), arising out of or in any way proximately connected with or relating to the authorized use of the Trail Easement unless such Claim is due to the negligence or willful misconduct of the Grantor. The Grantee shall be solely liable for injury or the death of any person, or physical damage to any property, or any other costs or liabilities resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement, regardless of cause, unless due to the negligence or willful misconduct of the Grantor. The Grantor shall have no responsibility for the operation of the Trail Easement, monitoring of hazardous conditions on it or the protection of the public or any third parties from risks relating to conditions on the Trail Easement.

In the event Grantor proposes to convey all or any portion of the real property underlying the Trail Easement to a third party and the third party objects to the Trail Easement, then the Grantor may, upon 30 days advance written notice ("Notice") to Grantee, terminate the Trail Easement. Within 30 days of receipt of such Notice, Grantee shall terminate, release and relinquish all rights created or reserved by virtue of this Trail Easement, and shall take such further action (including the execution and delivery of such further instruments and documents) as Grantor reasonably may request to effectuate such termination. Grantor may, in its sole discretion, following termination of this Trail Easement as provided herein, present to Grantee a proposed new Trail Easement over property that has not been conveyed by Grantor to a third party.
The covenants contained in this Trail Easement shall run with the land and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective transferees, successors or assigns.

Date: ________________

Waste Management of California, Inc

By ____________________________________________

Signature

Print Title: _________________________________

NOTARY

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, ________________________________, Notary Public, personally appeared _____________________________, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature ____________________________________
EXHIBIT A – LEGAL DESCRIPTION FOR TRAIL EASEMENT DEED

INSERT EXHIBIT A FOLLOWING THIS PAGE
EXHIBIT "A"

LEGAL DESCRIPTION

Being a strip of land, 20.00 feet wide, partly in the City of Simi Valley, and partly in the unincorporated territory of Ventura County, State of California, over a portion of Tract J of the Rancho Simi, as per Map recorded in Book 3, Page 7 of Miscellaneous Records (Maps) in the office of the County Recorder of Ventura County, the centerline of said strip of land described as follows:

Beginning at the westerly terminus of the line described in the thirty-eighth course of Parcel 46571-1, in the Final Order of Condemnation to the State of California recorded August 7, 1975, in Book 4443, Page 319 of Official Records of Ventura County, said line shown therein as having a bearing and distance of South 82°45'58" East 210.00 feet; thence along said line South 82°45'58" East 76.23 feet to the True Point of Beginning of this description, and being the beginning of a non-tangent curve, concave easterly and having a radius of 775.00 feet, a radial to said point bears North 82°53'18" West; thence,

1st: Northerly along said curve an arc distance of 204.15 through a central angle of 15°05'34"; thence tangent to said curve,

2nd: North 22°12'16" East 141.01 feet to the beginning of a tangent curve, concave westerly and having a radius of 105.00 feet; thence,

3rd: Northeasterly along said curve an arc distance of 125.00 feet through a central angle of 68°12'31" to the beginning of a tangent reversing curve, concave easterly and having a radius of 120.50 feet; thence,

4th: Northwesterly along said curve an arc distance of 179.98 feet through a central angle of 85°34'31" to the beginning of a tangent reversing curve, concave northwesterly and having a radius of 1,370.00 feet; thence,

5th: Northeasterly along said curve an arc distance of 200.44 feet through a central angle of 8°22'58" to the beginning of a tangent compound curve concave northwesterly and having a radius of 700.00 feet; thence,

6th: Northeasterly along said curve an arc distance of 283.35 feet through a central angle of 23°11'34" to the beginning of a tangent reversing curve concave easterly and having a radius of 268.00 feet; thence,

7th: Northeasterly along said curve an arc distance of 107.49 feet through a central angle of 22°58'51"; thence tangent to said curve,
8th: North 30°58'35" East 191.37 feet to the beginning of a tangent curve concave southeasterly and having a radius of 635.00 feet; thence,

9th: Northeasterly along said curve an arc length of 234.31 feet through a central angle of 21°08'31" to the beginning of a tangent reversing curve concave northwesterly and having a radius of 1044.00 feet; thence,

10th: Northeasterly along said curve an arc length of 285.86 feet through a central angle of 15°41'19"; thence,

11th: North 62°40'31" East 63.19 feet to the beginning of a tangent curve concave southeasterly and having a radius of 425.00 feet; thence,

12th: Easterly along said curve an arc length of 175.76 feet through a central angle of 23°41'40" to the beginning of a tangent reversing curve concave northwesterly and having a radius of 365.00 feet; thence,

13th: Northeasterly along said curve an arc length of 188.40 feet through a central angle of 29°34'29" to the beginning of a tangent reversing curve concave southerly and having a radius of 100.00 feet; thence,

14th: Easterly along said curve an arc length of 54.38 feet through a central angle of 31°09'19" to the beginning of a tangent reversing curve concave northwesterly and having a radius of 200.18 feet; thence,

15th: Northeasterly along said curve an arc length of 214.27 feet through a central angle of 61°19'45"; thence tangent to said curve,

16th: North 26°37'17" East 105.57 feet; thence,

17th: North 34°14'45" East 64.65 feet; thence,

18th: North 18°19'20" East 111.49 feet; thence,

19th: North 45°53'00" East 44.74 feet; thence,

20th: North 67°40'45" East 55.53 feet; thence,

21st: North 63°04'00" East 466.05 feet to the beginning of a tangent curve concave northwesterly and having a radius of 145.00 feet; thence,

22nd: Northeasterly along said curve an arc distance of 94.80 feet through a central angle of 37°27'28"; thence,

23rd: North 25°36'32" East 58.50 feet to the beginning of a tangent curve concave southeasterly and having a radius of 175.00 feet; thence,
24th: Northeasterly along said curve an arc length of 147.50 feet through a central angle of 48°17'30"
   to the beginning of a tangent reversing curve concave northwesterly and having a radius of
   410.00 feet; thence,
25th: Northeasterly along said curve an arc length of 173.00 feet through a central angle of 24°10'32";
   thence,
26th: North 49°43'30" East 67.40 feet to the beginning of a tangent curve concave northwesterly and
   having a radius of 495.50 feet; thence,
27th: Northeasterly along said curve an arc length of 188.82 feet through a central angle of 21°50'01"
   to the beginning of a tangent compound curve concave westerly and having a radius of 67.50
   feet; thence,
28th: Northerly along said curve an arc length of 69.44 feet through a central angle of 58°56'31";
   thence tangent to said curve,
29th: North 31°03'01" West 162.08 feet to the beginning of a tangent curve concave easterly and
   having a radius of 220.00 feet; thence,
30th: Northerly along said curve an arc length of 222.31 feet through a central angle of 57°53'52"
   thence tangent to said curve,
31st: North 26°50'51" East 190.90 feet to the beginning of a tangent curve concave southeasterly and
   having a radius of 1300.00 feet; thence,
32nd: Northeasterly along said curve an arc length of 268.09 feet through a central angle of 63°09'09";
   thence tangent to said curve,
33rd: North 38°39'48" East 124.95 feet to the beginning of a tangent curve concave northwesterly and
   having a radius of 1530.00 feet; thence,
34th: Northeasterly along said curve an arc length of 265.74 feet through a central angle of 9°57'05"
   thence tangent to said curve,
35th: North 28°42'43" East 66.11 feet to the beginning of a tangent curve concave southeasterly and
   having a radius of 950.00 feet; thence,
36th: Northeasterly along said curve an arc length of 175.15 feet through a central angle of 10°33'49"
   thence tangent to said curve,
37th: North 39°16'32" East 390.18 feet; thence
38th: North 36°42'46" East 378.16 feet to the beginning of a tangent curve concave southeasterly and
   having a radius of 2175.00 feet; thence,
39th: Northeasterly along said curve an arc length of 318.91 feet through a central angle of $8^\circ24'04''$; thence tangent to said curve,

40th: North $45^\circ06'50''$ East 416.05 feet to the beginning of a tangent curve concave westerly and having a radius of 129.00 feet; thence

41st: Northerly along said curve an arc length of 148.48 feet through a central angle of $65^\circ56'52''$ to the beginning of a tangent reversing curve concave easterly and having a radius of 135.00 feet; thence,

42nd: Northerly along said curve an arc length of 98.24 feet through a central angle of $41^\circ41'33''$; thence tangent to said curve,

43rd: North $20^\circ51'31''$ East 119.05 feet to the beginning of a tangent curve concave westerly and having a radius of 68.00 feet; thence,

44th: Northerly along said curve an arc length of 72.65 feet through a central angle of $61^\circ13'12''$ to the beginning of a tangent compound curve concave southwesterly and having a radius of 262.00 feet; thence,

45th: Northwesterly along said curve an arc length of 155.45 feet through a central angle of $33^\circ59'38''$; thence tangent to said curve,

46th: North $74^\circ21'19''$ West 103.68 feet; thence,

47th: North $78^\circ54'26''$ West 104.86 feet; thence,

48th: North $79^\circ59'43''$ West 79.76 feet; thence,

49th: North $75^\circ59'08''$ West 85.46 feet; thence,

50th: North $74^\circ20'30''$ West 157.75 feet to the beginning of a tangent curve concave southerly and having a radius of 400.00 feet; thence

51st: Westerly along said curve an arc length of 142.92 feet through a central angle of $20^\circ28'21''$; thence tangent to said curve,

52nd: South $85^\circ11'09''$ West 94.31 feet; thence,

53rd: South $87^\circ11'38''$ West 147.51 feet; thence,

54th: South $85^\circ25'26''$ West 478.74 feet; thence,

55th: South $87^\circ32'33''$ West 194.38 feet; thence,

56th: South $12^\circ45'01''$ West 395.42 feet; thence,

57th: South $17^\circ08'32''$ West 440.55 feet to the beginning of a tangent curve concave northwesterly and having a radius of 300.00 feet; thence,
58th: Southwesterly along said curve an arc length of 257.84 feet through a central angle of 49°14'36"; thence tangent to said curve,
59th: South 66°23'08" West 617.23 feet to the beginning of a tangent curve concave southeasterly and having a radius of 500.00 feet; thence,
60th: Southwesterly along said curve an arc length of 127.81 feet through a central angle of 14°38'45"; thence tangent to said curve,
61st: South 51°44'23" West 232.66 feet; thence,
62nd: South 55°40'02" West 90.88 feet; thence,
63rd: South 48°15'23" West 85.13 feet; thence,
64th: South 52°18'41" West 344.40 feet to the beginning of a tangent curve concave easterly and having a radius of 100.00 feet; thence,
65th: Southerly along said curve an arc length of 123.63 feet through a central angle of 70°50'06" to the beginning of a tangent reversing curve concave westerly and having a radius of 457.38 feet; thence,
66th: Southerly along said curve an arc length of 228.08 feet through a central angle of 28°34'20"; thence,
67th: South 3°23'51" East 62.95 feet; thence,
68th: South 27°50'24" West 46.01 feet; thence,
69th: South 54°07'05" West 71.25 feet; thence,
70th: South 57°28'02" West 64.45 feet; thence,
71st: South 78°29'09" West 75.32 feet; thence,
72nd: South 63°11'15" West 63.75 feet; thence,
73rd: South 49°22'09" West 75.59 feet; thence,
74th: South 41°47'45" West 177.67 feet; thence,
75th: South 38°14'55" West 79.24 feet; thence,
76th: South 34°21'27" West 90.17 feet; thence,
77th: South 20°59'19" West 58.02 feet; thence,
78th: South 15°08'53" West 87.58 feet; thence,
79th: South 19°33'37" West 77.93 feet; thence,
80th: South 11°32'49" West 72.34 feet; thence,
81st: South 2°18'15" East 69.85 feet; thence,
82nd: South 1°50'20" West 60.84 feet to the beginning of a tangent curve concave westerly and having a radius of 1063.00 feet; thence,

83rd: Southerly along said curve an arc length of 412.04 feet through a central angle of 22°12'33"; thence tangent to said curve,

84th: South 24°02'52" West 126.14 feet; thence,

85th: South 43°03'02" West 46.14 feet to the beginning of a tangent curve concave southeasterly and having a radius of 108.00 feet; thence,

86th: Southwesterly and Southerly along said curve an arc length of 88.41 feet through a central angle of 46°54'03"; thence tangent to said curve,

87th: South 0°51'02" East 114.92 feet to the beginning of a tangent curve concave northwesterly and having a radius of 250.00 feet; thence,

88th: Southwesterly along said an arc length of 164.56 feet through a central angle of 37°42'55"; thence tangent to said curve,

89th: South 36°51'53" West 73.89 feet to the beginning of a tangent curve concave southeasterly and having a radius of 320.00 feet; thence,

90th: Southwesterly along said curve an arc length of 149.29 feet through a central angle of 26°43'51" to the beginning of a tangent reversing curve concave northwesterly and having a radius of 1180.00 feet; thence,

91st: Southwesterly along said curve an arc length of 370.19 feet through a central angle of 17°58'30" to the beginning of tangent reversing curve concave easterly and having a radius of 175.00 feet; thence,

92nd: Southerly along said curve an arc length of 127.12 feet through a central angle of 41°37'12"; thence non-tangent to said curve,

93rd: South 1°31'22" West 105.96 feet; thence,

94th: South 8°44'09" West 181.13 feet; thence,

95th: South 25°09'57" West 251.81 feet to the beginning of a tangent curve concave northerly and having a radius of 19.75 feet; thence,

96th: Southerly, southeasterly and northeasterly along said curve an arc length of 57.43 feet through a central angle of 166°37'07" to the beginning of a tangent reversing curve concave southeasterly and having a radius of 527.00 feet; thence,

97th: Northeasterly along said curve an arc length of 220.35 feet through a central angle of 23°57'23"; thence tangent to said curve,
98th: North 62°30'13" East 408.64 feet to the beginning of a tangent curve concave southerly and having a radius of 224.00 feet; thence,

99th: Easterly along said curve an arc length of 241.65 feet through a central angle of 61°48'42" to the beginning of a tangent reversing curve concave northeasterly and having a radius of 260.00 feet; thence,

100th: Southeasterly along said curve an arc length of 80.70 feet through a central angle of 17°46'59" more or less to the intersection with the seventh course described herein.

Larry J. Frager
L.S. 7998 (Expires 12/31/16)
## LINE/CURVE TABLE:

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**EXHIBIT B**

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**

SKETCH SHEET 6 OF 6
EXHIBIT B -- GRAPHIC DEPICTION OF TRAIL EASEMENT AREA

INSERT EXHIBIT B FOLLOWING THIS PAGE
ACCEPTANCE OF TRAIL EASEMENT DEED
(WASTE MANAGEMENT OF CALIFORNIA, INC)

This is to certify that the interest in real property conveyed by the foregoing Trail Easement Deed dated _____ from Waste Management Of California, Inc. to the Rancho Simi Recreation and Park District ("District") is hereby accepted by District Resolution No. _____ dated __________________, and the District consents to the recordation thereof by its duly authorized officer — Chair of the Board of Directors.

Dated: ___________________ RANCHO SIMI RECREATION AND PARK DISTRICT

By ___________________
Gene Hostetler, Chair of the Board of Directors
Rancho Simi Recreation and Park District

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, ________________________, Notary Public, personally appeared Gene Hostetler, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature ____________________________
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: December 1, 2016

TO: Board of Directors

FROM: District Manager

SUBJECT: Approval of the Rancho Simi Recreation and Park District Board Schedule for 2017 Meetings, Workshops and Conferences

SUMMARY

Attached for your consideration is the proposed Board Meeting Schedule for calendar year 2017. Two meetings are scheduled to occur in Oak Park. All meetings are scheduled to start at 6:30 pm with the exception of the Budget Workshop on May 26, 2016, which is scheduled to start at 5:30 pm. Finally, conflicts with conference and educational offerings have been avoided. This has resulted in the scheduling of only one meeting in the month of March.

RECOMMENDED BOARD ACTION

Staff recommends the Board approve the Rancho Simi Recreation and Park District Board Schedule for 2017 Meetings, Workshops and Conferences.

Larry Peterson
District Manager
<table>
<thead>
<tr>
<th>DATE</th>
<th>DAY OF WEEK</th>
<th>TIME</th>
<th>LOCATION</th>
<th>FUNCTION</th>
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<td>Simi Valley</td>
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<td>February 2</td>
<td>Thursday</td>
<td>6:30 p.m.</td>
<td>Simi Valley</td>
<td>Board Meeting</td>
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<td>February 16</td>
<td>Thursday</td>
<td>6:30 p.m.</td>
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</tr>
<tr>
<td>Feb. 28-Mar. 3</td>
<td>Tuesday-Friday</td>
<td></td>
<td>Sacramento</td>
<td>CPRS CONFERENCE</td>
</tr>
<tr>
<td>March 16</td>
<td>Thursday</td>
<td>6:30 p.m.</td>
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<td>Board Meeting</td>
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<td>April 6</td>
<td>Thursday</td>
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<tr>
<td>April 20</td>
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<td>May 4</td>
<td>Thursday</td>
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<tr>
<td>May 16-17</td>
<td>Tuesday-Wednesday</td>
<td></td>
<td>Sacramento</td>
<td>CSDA LEGISLATIVE DAYS</td>
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<tr>
<td>May 18-20</td>
<td>Thursday-Saturday</td>
<td></td>
<td>Santa Cruz</td>
<td>CARPD CONFERENCE</td>
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<tr>
<td>May 25</td>
<td>Thursday</td>
<td>5:30 p.m.</td>
<td>Simi Valley</td>
<td>BUDGET WORKSHOP</td>
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<tr>
<td>June 1</td>
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<td>6:30 p.m.</td>
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<td>June 15</td>
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<td>July 6</td>
<td>Thursday</td>
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<td>Board Meeting</td>
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<td>July 20</td>
<td>Thursday</td>
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<td>Oak Park</td>
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<td>August 3</td>
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<tr>
<td>August 17</td>
<td>Thursday</td>
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<td>Board Meeting</td>
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<td>September 7</td>
<td>Thursday</td>
<td>6:30 p.m.</td>
<td>Simi Valley</td>
<td>Board Meeting</td>
</tr>
<tr>
<td>September 21</td>
<td>Thursday</td>
<td>6:30 p.m.</td>
<td>Simi Valley</td>
<td>Board Meeting</td>
</tr>
<tr>
<td>September 25-28</td>
<td>Monday-Thursday</td>
<td></td>
<td>Monterey</td>
<td>CSDA CONFERENCE</td>
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<tr>
<td>September 26-28</td>
<td>Tuesday-Thursday</td>
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<td>New Orleans</td>
<td>NRPA CONFERENCE</td>
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<td>October 5</td>
<td>Thursday</td>
<td>6:30 p.m.</td>
<td>Simi Valley</td>
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<td>October 19</td>
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<td>Board Meeting</td>
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<td>Simi Valley</td>
<td>Board Meeting</td>
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<td>Thursday</td>
<td>6:30 p.m.</td>
<td>Simi Valley</td>
<td>Board Meeting</td>
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<tr>
<td>December 21</td>
<td>Thursday</td>
<td>6:30 p.m.</td>
<td>Simi Valley</td>
<td>Board Meeting</td>
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: December 1, 2016

TO: Board of Directors

FROM: District Manager

SUBJECT: Approval of Reclassification of Executive Assistant to Human Resources Supervisor

SUMMARY

The District’s Executive Assistant will be leaving the District on December 28, 2016. Staff recommends the position be reclassified to a Human Resources Supervisor at the same rate of pay $5,153 - $6,637 per month. The duties of the Executive Assistant have been broad and included administrative support to the District Manager and Board of Directors. The recommendation herein is intended to separate the HR duties from the administrative support duties in order to provide additional staff time to the District’s human resource functions. Given the size of the District and the number of employees this seems appropriate. A part-time administrative position will support the District Manager and Board of Directors. If approved a job description will be finalized which will indicate the Human Resources Supervisor will report to the Director of Administration and supervise the Human Resources Specialist.

RECOMMENDATION

Staff recommends approval of the reclassification of the Executive Assistant position to a Human Resources Supervisor at the same rate of pay.

[Signature]
Larry Peterson
District Manager
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: December 1, 2016

TO: District Manager

FROM: Director of Planning and Maintenance

SUBJECT: Approval of Award of Contract for Tree Pruning Services at Various District Parks

Background and Overview:

At its meeting of September 22, 2016, the District’s Board of Directors authorized Staff to solicit bids for the annual pruning of trees throughout the park system. In total, 623 trees are scheduled for trimming. This includes 463 trees located within our parks and open space areas, 130 trees at Simi Hills Golf Course, and the complete removal of 30 dead or dying trees at selected park site locations. Staff incorporated the removal of the dead or dying trees as part of the project’s scope-of-work in an effort to obtain the lowest price possible for their removal. In addition, this year’s bid package incorporated two separate additive alternate bids for the trimming of 60 additional trees along the Arroyo Simi and 30 additional trees at Sinaloa Golf Course.

A Notice Inviting Bids was published in the Ventura County Star on October 9, 2016. Nine contractors received bid packages for the project.

On November 1, 2016, sealed, written bids were received from the following contractors in time for the bid opening:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid</th>
<th>Additive Bid Alternate 1 (Arroyo Simi)</th>
<th>Additive Bid Alternate 2 (Sinaloa Golf Course)</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Four Seasons Landscape &amp; Property Services, Inc., Santa Clarita, CA</td>
<td>$59,565.00</td>
<td>$6,450.00</td>
<td>$3,335.00</td>
<td>$69,350.00</td>
</tr>
<tr>
<td>Stay Green, Santa Clarita, CA</td>
<td>$62,465.00</td>
<td>$8,800.00</td>
<td>$2,870.00</td>
<td>$74,135.00</td>
</tr>
<tr>
<td>West Coast Arborists, Anaheim, CA</td>
<td>$103,385.00</td>
<td>$9,100.00</td>
<td>$5,200.00</td>
<td>$117,685.00</td>
</tr>
<tr>
<td>Mariposa Landscape, Inc., Irwindale, CA</td>
<td>$139,620.00</td>
<td>$10,500.00</td>
<td>$10,850.00</td>
<td>$160,970.00</td>
</tr>
<tr>
<td>International Environmental Corp., Panorama City, CA</td>
<td>$195,685.00</td>
<td>$15,400.00</td>
<td>$10,360.00</td>
<td>$221,445.00</td>
</tr>
</tbody>
</table>
Based on the combined total of the base bid and additive bid alternates, the apparent low bidder for the project is Four Seasons Landscape & Property Services, Inc. from Santa Clarita, California, in the amount of $69,350.00. Four Seasons Landscape & Property Services has previous experience working for the Park District in performing miscellaneous landscape contract services in the Oak Park area.

Based on the proposals received, staff is recommending that the Board award the contract to the apparent low bidder, Four Seasons Landscape & Property Services, Inc. in the amount of $69,350.00, which includes the base bid and both additive alternate bids for the project.

**Fiscal Impact:**

Adequate funds are included in the Park District’s *FY 2016-17 Budget* to cover all tree trimming expenses from the following accounts:

1. Simi Valley General Fund (Fund 10) for Grounds Maintenance Contract Services in the amount of **$88,000.00**.

2. Oak Park Assessment Fund (Fund 30) for Grounds Maintenance Contract Services in the amount of **$12,000.00**.

3. Sinaloa Golf Course Enterprise Fund (Fund 80) for Grounds Maintenance Contract Services in the amount of **$4,000.00**.

4. Simi Hills Golf Course Enterprise Fund (Fund 80) for Grounds Maintenance Contract Services in the amount of **$13,250.00**.

**Board Action Requested:**

That the Board:

1. Award a contract for Tree Pruning Services at Various District Parks to Four Seasons Landscape & Property Services, Inc. in the amount of **$69,350.00**.

2. Authorize the General Manager to execute an Agreement with the awarded firm on behalf of the District and to amend the Agreement for project contingencies in an amount not to exceed fifteen percent (15%) of the contract award or **$10,402.50** for any additional tree pruning as recommended by District staff.

Wayne Nakaoka  
Director of Planning and Maintenance
AGREEMENT WITH

FOUR SEASONS LANDSCAPE & PROPERTY SERVICES, INC.

FOR THE

TREE PRUNING SERVICES AT VARIOUS DISTRICT PARKS PROJECT
RANCHO SIMI RECREATION AND PARK DISTRICT

PUBLIC WORKS CONTRACT PROJECT
TREE PRUNING SERVICES AT VARIOUS DISTRICT PARKS

THIS AGREEMENT “Agreement” is made and entered into this _____ day of ________________, 2016, by and between the RANCHO SIMI RECREATION AND PARKS DISTRICT, a public body corporate and politic, located in the County of Ventura, State of California hereinafter called DISTRICT, and FOUR SEASONS LANDSCAPE AND PROPERTY SERVICES, INC., a California corporation, located at 24647 Arch Street, Santa Clarita, CA 91321, hereinafter called CONTRACTOR, collectively referred to as the Parties.

RECITALS

DISTRICT, by its Notice Inviting Bids, duly advertised for written bids to be submitted on or before November 1, 2016, for the following:

Tree Pruning Services at Various District Parks
Simi Valley and Oak Park, California

in the City of Simi Valley, California and portions of unincorporated Ventura County, including the community of Oak Park, California, hereinafter called PROJECT.

At the hour of 2:00 P.M. on said date, in the DISTRICT offices, said bids were duly opened.

At its regular meeting held on December 1, 2016, the DISTRICT Board of Directors duly accepted the bid of CONTRACTOR for said PROJECT as being the lowest reasonable bid received and directed that a written contract be entered into with CONTRACTOR.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, said parties do hereby agree as follows:

ARTICLE I

The CONTRACT DOCUMENTS for the PROJECT shall consist of the Notice Inviting Bids, Instructions to Bidders, General Specifications, Standard Specifications, Special Provisions, Plans, CONTRACTOR’s Proposal, all referenced specifications, details, standard drawings, and appendices, together with this contract and all required bonds, insurance certificates, permits, notices and affidavits, and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. The CONTRACT DOCUMENTS shall also include the Standard Specification for Public Works Construction (“Green Book”) currently in effect on the execution date of this Contract. In the case of a conflict between any of the other CONTRACT DOCUMENTS and this Agreement, the order of precedence in the Green Book shall control. All of the rights and obligations of the DISTRICT and CONTRACTOR are fully set forth and described in the CONTRACT DOCUMENTS.
All of the above-mentioned documents are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The document comprising the complete contract are hereinafter referred to as the CONTRACT DOCUMENTS and are incorporated herein by this reference and made a part hereof as though they were fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements be made and performed by DISTRICT, CONTRACTOR hereby agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

ARTICLE III

CONTRACTOR hereby agrees to receive and accept the total amount of SIXTY-NINE THOUSAND, THREE-HUNDRED SIXTY and no/100 DOLLARS ($69,360.00), which includes the Base Bid amount plus Additive Bid Alternates 1 and 2, based upon those certain unit prices set forth in CONTRACTOR’s Bid Schedule, a copy of which is attached hereto as Exhibit “A” and by this reference incorporated herein and made a part hereof, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. DISTRICT shall retain five percent (5%) of said contract price until said time as the provisions of Article XIII herein have been met.

ARTICLE IV

DISTRICT hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the said amount set forth in Article III hereof, and hereby agrees to pay the same at the time, in the manner, and upon the conditions set forth in the CONTRACT DOCUMENTS.

In addition, CONTRACTOR hereby promises and agrees to comply with all of the provisions of both State and Federal law with respect to the employment of unauthorized aliens.

Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the DISTRICT for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse DISTRICT for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the DISTRICT in connection therewith.
ARTICLE V

CONTRACTOR shall commence work within fifteen (15) calendar days from the DISTRICT Notice to Proceed and shall complete work on the PROJECT within thirty (30) consecutive calendar days after commencement.

ARTICLE VI

CONTRACTOR shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in the performance of this AGREEMENT and shall comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3, Title 2 of the California Government Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations issued pursuant to such acts and order.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 USCA 1101, et seq.), as amended; and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the Federal Government impose sanctions against the DISTRICT for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse DISTRICT for the cost of all such sanctions imposed, together with any and all costs, including attorney’s fees, incurred by the DISTRICT in connection therewith.

ARTICLE VII

CONTRACTOR is aware of and agrees to abide by the provisions of California Labor Code, including Sections 1720-1781, pertaining to the obligation to pay prevailing wages with respect to the performance of work. Copies of the prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work for each craft are available upon request from the DISTRICT. A copy of the prevailing rate of per diem wages shall be posted at the job site. If such posting is not possible, a copy shall be posted at the business of the CONTRACTOR.

CONTRACTOR is aware of and agrees to abide by Section 1777.5 of the California Labor Code with respect to the employment of properly-registered apprentices on public works. The parties agree that the foregoing satisfies the requirement in Section 1777.5(n) that the awarding body include contract stipulations to satisfy the provisions of that Section.

Contractor and Subcontractor Registration

Under Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the
Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. (California Labor Code § 1771.1.)

The District reserves the right to reject any bids and not award a contract to any bidder if the bidder does not submit proof to the District that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5.

Pursuant to California Labor Code Section 1771.4, the contractor and its subcontractor(s) shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

1. At least monthly or more frequently if specified in the contract with the awarding body.

2. In a format prescribed by the Labor Commissioner.

**DIR Monitoring and Enforcement**

The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (California Labor Code Section 1771.4).

**Job Site Notices**

The contractor shall post job site notices, as prescribed by regulation (California Labor Code Section 1771.4).

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**ARTICLE VIII**

A. CONTRACTOR shall, without disturbing the condition, notify DISTRICT in writing as soon as CONTRACTOR, or any of CONTRACTOR’s subcontractors, agents or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:

1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;

2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of this character provided for in this Contract.

B. Pending a determination by DISTRICT of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
C. DISTRICT shall promptly investigate the reported conditions. If DISTRICT, through its General Manager, or his or her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the CONTRACTOR’s cost of, or time required for, performance of any part of the work, then DISTRICT shall issue a change order.

D. In the event of a dispute between DISTRICT and CONTRACTOR as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR’s cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

ARTICLE IX

To the greatest extent allowed by law, CONTRACTOR shall assume the defense of and indemnify and hold-harmless the DISTRICT, its elective and appointive boards, officers, agents and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of the CONTRACTOR’s work, and from any and all claims, loss, damage, injury and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the contract, except for and excluding any claims, loss, damage, injury or liability arising from the sole negligence, willful misconduct, or active negligence of the DISTRICT.

(a) That DISTRICT does not, and shall not, waive any rights against CONTRACTOR which it may have by reason for the aforesaid hold-harmless AGREEMENT because of the acceptance by DISTRICT or the deposit with DISTRICT by CONTRACTOR, of any of the insurance policies hereinafter described in this AGREEMENT.

(b) That the aforesaid hold-harmless AGREEMENT by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR, or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

ARTICLE X

CONTRACTOR, before commencing said PROJECT, shall furnish and file with DISTRICT in a form satisfactory to the DISTRICT a bond in the sum of one hundred percent (100%) of the contract price thereof conditioned upon the faithful performance of this contract. Additionally, CONTRACTOR, before commencing said PROJECT, shall furnish and file with DISTRICT in a form satisfactory to the DISTRICT a bond in the sum of one hundred percent (100%) of the contract price thereof conditioned upon the payment of all labor and all materials furnished in connection with this contract.
ARTICLE XI

CONTRACTOR shall not commence work under this contract until CONTRACTOR shall have obtained all insurance required by the CONTRACT DOCUMENTS and such insurance shall have been approved by DISTRICT as to form, amount and carrier, nor shall CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

(a) COMPENSATION INSURANCE - CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. If any class of employees engaged in work under this contract at the site of the PROJECT is not protected under any Workers' Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify DISTRICT for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

(b) COMPREHENSIVE GENERAL LIABILITY, PRODUCTS' COMPLETED OPERATIONS HAZARD, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CONTRACTOR shall take out and maintain during the life of this contract such comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance as shall protect DISTRICT, its elective and appointive boards, officers, agents and employees, CONTRACTOR, and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CONTRACTOR's or any subcontractor's operations under this contract, whether such operations be by CONTRACTOR or by any subcontractor, or by anyone directly or indirectly employed by either CONTRACTOR or any subcontractor, and the amounts of such insurance shall be as follows:

(1) Public Liability Insurance in an amount of not less than ONE MILLION DOLLARS ($1,000,000) with no aggregate, unless the carrier provides verification that there are no claims outstanding which would reduce the total coverage to less than ONE MILLION DOLLARS ($1,000,000), in which case the aggregate may be ONE MILLION DOLLARS ($1,000,000);

(2) Comprehensive Automobile Liability Insurance in an amount of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence;
(3) **Contractual General Liability Insurance** in an amount of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence.

(c) **PROOF OF INSURANCE** - The insurance required by this AGREEMENT shall be with insurers which are Best A rated, and California Admitted or better. The DISTRICT shall be named as "additional insured" on all policies required hereunder, and CONTRACTOR shall furnish DISTRICT, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required and with an endorsement extending such coverage to the DISTRICT, as well as with adequate legal assurance that each carrier will give DISTRICT at least forty-five (45) days' prior notice of the cancellation of any policy during the effective period of the contract.

(d) **NOTICE TO COMMENCE WORK** - The DISTRICT will not issue any notice authorizing CONTRACTOR or any subcontractor to commence work under this contract until CONTRACTOR has provided to the DISTRICT the proof of insurance as required by subparagraph (c) of this article.

**ARTICLE XII**

The parties agree that it would be impractical and extremely difficult to fix the actual damages to the DISTRICT in the event the PROJECT is not commenced and/or completed on or before the dates specified for commencement and completion of the PROJECT in the CONTRACT DOCUMENTS. The parties have considered the facts of a breach of this contract and have agreed that the liquidated damages sum hereinafter set forth is reasonable as liquidated damages in the event of a breach, and that said sum shall be presumed to be the amount of the damages sustained by the DISTRICT in the event such work is not begun and/or completed and accepted by the times so specified in the CONTRACT DOCUMENTS, the sum of FIVE HUNDRED DOLLARS ($500.00) shall be presumed to be the amount of damages suffered by the DISTRICT for each day's delay in the starting and/or completion and acceptance of said PROJECT after the dates specified in the CONTRACT DOCUMENTS for the start and/or completion thereof, and CONTRACTOR hereby agrees to pay said sum of FIVE HUNDRED DOLLARS ($500.00) as liquidated damages for each day of delay in the starting and/or completing and acceptance of said PROJECT beyond the dates specified in the CONTRACT DOCUMENTS. Such sum is liquidated damages and shall not be construed as a penalty and may be withheld from any payments due CONTRACTOR by DISTRICT.

**ARTICLE XIII**

Upon completion of PROJECT and acceptance of same by the DISTRICT Board of Directors, the DISTRICT's General Manager shall have cause to be recorded a Notice of Completion with the office of the Ventura County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the District Manager of DISTRICT, or his or her designee, shall release the funds retained pursuant to Article III hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.
ARTICLE XIV

This contract shall not be assignable, either in whole or in part, by the CONTRACTOR without first obtaining the written consent of the DISTRICT thereto.

ARTICLE XV

The provisions of this AGREEMENT are cumulative and in addition to and not in limitation of any rights or remedies available to DISTRICT.

SIGNATURES ON FOLLOWING PAGE 9
IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the __________ day of __________________, 2016, by their respective officers duly authorized in that behalf.

ATTEST: 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EXHIBIT "A"

CONTRACTOR'S BID PROPOSAL
RANCHO SIMI RECREATION AND PARK DISTRICT

PROPOSAL

PROJECT: Tree Pruning Services at Various District Parks

PROJECT NO.: 2016-4

LOCATION: Specific Locations Per Attached Bid Specifications and Bid List, within Simi Valley and Oak Park, California

BIDDER: Four Seasons Landscape Services Inc.

BID OPENING DATE: November 1, 2016

TIME: 2:00 P.M.

TO THE BOARD OF DIRECTORS
RANCHO SIMI RECREATION AND PARK DISTRICT
1692 Sycamore Drive
Simi Valley, California 93065

Gentlemen:

In accordance with the advertised "Notice Inviting Bids" requesting sealed bids for providing all labor, materials, equipment, and services necessary for:

Tree Pruning Services at Various District Parks
Simi Valley and Oak Park, California

and after having carefully examined the location of the proposed work, Project Manual (Specifications), and Contract Document Forms for the same and read the accompanying Proposal, I agree to enter into a Contract to provide all labor, materials, equipment and services necessary to carry the above-mentioned work to completion under the supervision of the Rancho Simi Recreation and Park District, hereinafter referred to as "Park District".

All work is to be coordinated with District staff, and care shall be taken not to damage turf, sprinklers and related park facilities.

In submitting this Proposal, I agree:

1. To hold my Bid open for a period of forty-five (45) days following the date of opening of Bids.

2. Within ten (10) calendar days, to enter into and execute the Agreement, if awarded on the basis of this Proposal, and to furnish Performance and Payment Bonds, if requested and directed by the Park District.

Bid Proposal
00401-1

BIDDER'S INITIALS
3. Within fifteen (15) days from the mailing by the District of notification to commence work, the contractor shall commence work and complete the same within the allotted time and in accordance with the contract documents.

4. To accomplish the entire work within thirty (30) consecutive calendar days from and after executing the Agreement, weather permitting.

**BASE BID**

The undersigned hereby proposes to provide all materials, labor, equipment, tools, apparatus, facilities, services and transportation necessary to complete all the work in conformity with the Project Manual, including specifications, and addenda, and other Contract Documents, for the lump sum price of:

\[
\text{Fifty Nine Thousand Five Hundred Sixty Five Dollars} \\
(\$59,565.00)
\]

**ADDITIVE BID ALTERNATES**

The District may elect to increase the Project's Scope-of-Work through the following Bid Alternate. Bidders are hereby advised to carefully examine the Bid Alternate to incorporate only those items specifically identified in the Project Manual, including Specifications, Addenda's, and other Contract documents.

**Additive Bid Alternate No. 1 – Arroyo Simi Bike Trail**

Provide all labor and materials necessary to trim 60 trees as determined by the Park District, along the Arroyo Simi Bike Trail, for the lump sum price of:

\[
\text{Six Thousand Four Hundred Fifty Dollars} \\
(\$6,450.00)
\]

**Additive Bid Alternate No. 2 – Sinaloa Golf Course**

Provide all labor and materials necessary to trim 40 trees at Sinaloa Golf Course for the lump sum price of:

\[
\text{Three Thousand Three Hundred Thirty Five Dollars} \\
(\$3,335.00)
\]

Bid Proposal 00401-2

BIDDER’S INITIALS FJS.
UNIT PRICES

All bidders are required by the Park District to submit itemized unit prices for the base bid and additive bid alternate at the time of the bid opening. This format, including all itemized unit prices, may be used as a basis for Contractor's payments.

The Contractor agrees that for requested and/or required changes in the Scope of Work, the Contract sum shall be adjusted in accordance with the following unit prices, where the Park District elects to use this method in determining costs.

Contractor is advised that the unit prices will enter into the determination of the lowest responsible/responsive bidder. Unreasonable prices may result in rejection of the entire bid proposal.

All unit prices shall include all labor, materials, taxes, and incidentals necessary to complete the item.

Bidders are advised that the total sum of all of the unit prices should equal the lump sum total for the base bid.
## UNIT PRICES
ALL WORK TO BE PERFORMED PER ATTACHED SPECIFICATIONS

<table>
<thead>
<tr>
<th>Location</th>
<th>Description</th>
<th>Code</th>
<th>Unit</th>
<th>Unit Price</th>
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<tr>
<td><strong>EAST SIMI VALLEY LOCATIONS:</strong></td>
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<td></td>
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<tr>
<td>Corriganville Park</td>
<td>Eucalyptus</td>
<td>B</td>
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<tr>
<td>Rancho Santa Susana Community Park</td>
<td>Tipuana Tipu</td>
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**Subtotal: East Simi Valley Locations** 193  $21,530.00
## UNIT PRICES

ALL WORK TO BE PERFORMED PER ATTACHED SPECIFICATIONS

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<th>Location</th>
<th>Description</th>
<th>Prune Code</th>
<th>Unit</th>
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<tr>
<td>Sycamore Park</td>
<td>Eucalyptus</td>
<td>B</td>
<td>2</td>
<td>95¢</td>
<td>190.00</td>
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<tr>
<td>855 North Planetree Ave.</td>
<td>CA Pepper</td>
<td>B</td>
<td>8</td>
<td>90¢</td>
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<td>Simi Valley, CA 93065</td>
<td>Sycamore</td>
<td>B</td>
<td>7</td>
<td>90¢</td>
<td>630.00</td>
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<tr>
<td></td>
<td>Ash</td>
<td>B</td>
<td>2</td>
<td>85¢</td>
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<td>2163 Elzondo Avenue</td>
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<td>95.00</td>
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<td>CA Pepper</td>
<td>B</td>
<td>3</td>
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<td></td>
<td>Chinese Elm</td>
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<td>Pine</td>
<td>B</td>
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<td>Berylwood Park</td>
<td>Brazilian Pepper</td>
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<td>1955 Bridget Ave.</td>
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<td>7</td>
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<td>Citrus Grove Park</td>
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<td>Atherwood Park</td>
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<tr>
<td>Lincoln Park</td>
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<tr>
<td>1215 First Street</td>
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<td>6</td>
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<td>Challenger Park</td>
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<td>5</td>
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<td>298 First St.</td>
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<td>Mayfair Park</td>
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<td>2550 Caldwell Ave.</td>
<td>Liquid Amber</td>
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<td>60¢</td>
<td>1040.00</td>
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<td>Strathern Historical Park</td>
<td>Pepper</td>
<td>B</td>
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<td>90¢</td>
<td>720.00</td>
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<tr>
<td>137 Strathern Place</td>
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<td>95¢</td>
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<tr>
<td>Simi Valley, CA 93065</td>
<td>Sycamore</td>
<td>B</td>
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<td>90¢</td>
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Bid Proposal
00401-5

BIDDER'S INITIALS: TS
### Unit Prices

**All work to be performed per attached specifications.**

<table>
<thead>
<tr>
<th>Location</th>
<th>Description</th>
<th>Prune Code</th>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
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<tbody>
<tr>
<td><strong>West Simi Valley Locations (Continued):</strong></td>
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<tr>
<td>Stargaze Park 355 Stargaze Place Simi Valley, CA 93065</td>
<td>CA Sycamore</td>
<td>B 7</td>
<td>$85 00</td>
<td>$595 02</td>
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<tr>
<td>Old Windmill Park 201 E. Long Canyon Road Simi Valley, CA 93065</td>
<td>Pine</td>
<td>B 3</td>
<td>$80 00</td>
<td>$240 00</td>
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<tr>
<td></td>
<td>Pepper</td>
<td>B 1</td>
<td>$90 00</td>
<td>$90 00</td>
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<tr>
<td></td>
<td>Alder</td>
<td>B 1</td>
<td>$60 00</td>
<td>$60 00</td>
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<td>Sycamore Canyon Park 5025 Martha Morrison Dr. Simi Valley, CA 93065</td>
<td>Sycamore</td>
<td>B 7</td>
<td>$85 00</td>
<td>$595 02</td>
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<tr>
<td></td>
<td>Chin. Flame Tree</td>
<td>B 4</td>
<td>$85 00</td>
<td>$340 32</td>
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<td>Rancho Madera Community Park 556 Lake Park Dr. Simi Valley, CA 93065</td>
<td>Sycamore</td>
<td>B 1</td>
<td>$90 00</td>
<td>$90 00</td>
<td></td>
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<tr>
<td></td>
<td>Ash</td>
<td>B 2</td>
<td>$85 00</td>
<td>$170 00</td>
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<tr>
<td>Coyote Hills Park 275 Valley Gate Road Simi Valley, CA 93065</td>
<td>Sycamore</td>
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<td>$85 00</td>
<td>$595 02</td>
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**Subtotal: West Simi Valley Locations**

200

$16,335 02

**Total Simi Valley Locations - East and West Combined**

393

$37,865 02
**UNIT PRICES**

**ALL WORK TO BE PERFORMED PER ATTACHED SPECIFICATIONS**

<table>
<thead>
<tr>
<th>Location</th>
<th>Description</th>
<th>Prune Code</th>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td><strong>OAK PARK LOCATIONS:</strong></td>
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<tr>
<td>Chaparral Park</td>
<td>Cottonwood</td>
<td>F</td>
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<td>217 North Medea Creek Lane Oak Park, CA 91377</td>
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<td>$150</td>
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<td>B</td>
<td>9</td>
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<td>$135</td>
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<td>Deerhill Park</td>
<td>Alder</td>
<td>B</td>
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<td>$50</td>
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<tr>
<td>6700 Doubletree Road Oak Park, CA 91377</td>
<td>Cedar</td>
<td>F</td>
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<td>$130</td>
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<tr>
<td>Mae Boyar Park</td>
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<td>130 Kanan Road Oak Park, CA 91377</td>
<td>Eucalyptus</td>
<td>B</td>
<td>4</td>
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<td>Pine</td>
<td>A</td>
<td>4</td>
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<td>B</td>
<td>9</td>
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<td>Medea Creek - Wistful Vista Open Space</td>
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<td>B</td>
<td>5</td>
<td>$80</td>
<td>$400</td>
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<td>Section: West Side of Oak Hills - Kanan South to Condo Complex</td>
<td>Willow</td>
<td>B</td>
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<td>$100</td>
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<td>C</td>
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<tr>
<td>Medea Creek</td>
<td>Walnut</td>
<td>B</td>
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<td>$80</td>
<td>$80</td>
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<tr>
<td>Section: Medea Creek Lane North to Calle Rio Vista</td>
<td>Oak</td>
<td>C</td>
<td>7</td>
<td>$110</td>
<td>$770</td>
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<td>Medea Creek</td>
<td>Sycamore</td>
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<td>$765</td>
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<td>Section: Conifer South to End of Medea Creek Lane</td>
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<td>Oak Canyon Comm. Park</td>
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<td>26</td>
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<td>5600 Hollytree Drive Oak Park, CA 91377</td>
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**TOTAL OAK PARK LOCATIONS**

100

$9,690
# UNIT PRICES

ALL WORK TO BE PERFORMED PER ATTACHED SPECIFICATIONS

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<tr>
<th>Location</th>
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<tr>
<td>5031 Alamo Street</td>
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<td>Simi Valley, CA 93063</td>
<td>California Pepper</td>
<td>B</td>
<td>27</td>
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<td>$2,430</td>
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<td>Ash</td>
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<td>$1,420</td>
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<tr>
<td></td>
<td>Palm</td>
<td>B</td>
<td>6</td>
<td>$8.00</td>
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<td>$8.00</td>
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<td></td>
<td>Alder</td>
<td>B</td>
<td>5</td>
<td>$6.00</td>
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<tr>
<td>Sloped Areas of Golf Course</td>
<td>California Pepper</td>
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**TOTAL SIMI HILLS GOLF COURSE LOCATIONS** 130  
$12,010.00

**GRAND TOTAL: ALL LOCATIONS** 623  
$57,565

Bid Proposal
00401-8

BIDDER'S INITIALS P.S.
ADDITIVE BID ALTERNATE NO. 1 - ARROYO SIMI BIKE TRAIL

**UNIT PRICES**

ALL WORK TO BE PERFORMED PER ATTACHED SPECIFICATIONS

<table>
<thead>
<tr>
<th>Location</th>
<th>Description</th>
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<td>Pine</td>
<td>B</td>
<td>20</td>
<td>$ 80-</td>
<td>$ 1,600-</td>
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<td></td>
<td>Sycamore</td>
<td>B</td>
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</table>

**TOTAL ARROYO SIMI BIKE TRAIL LOCATIONS** 70

$6,450-[[3]]

***If Additive Bid Alternate No. 1 is included as part of the Agreement, Rancho Simi Recreation and Park District reserves the right to include all 60 trees along the Arroyo Simi Bike Trail, or a portion thereof as determined by the Park District.*

ADDITIVE BID ALTERNATE NO. 2 - SINALOA GOLF COURSE

**UNIT PRICES**

ALL WORK TO BE PERFORMED PER ATTACHED SPECIFICATIONS

<table>
<thead>
<tr>
<th>Location</th>
<th>Description</th>
<th>Prune Code</th>
<th>Unit</th>
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<th>Total</th>
</tr>
</thead>
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<td>980 Madera Road, Simi Valley, CA 93065</td>
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<td>$ 900-</td>
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<td></td>
<td>Ash</td>
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<td>8</td>
<td>$ 90-</td>
<td>$ 720-</td>
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<tr>
<td></td>
<td>Pine</td>
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<td>11</td>
<td>$100-</td>
<td>$1,100-</td>
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<td>$100-</td>
<td>$1,000-</td>
</tr>
<tr>
<td></td>
<td>Eucalyptus</td>
<td>B</td>
<td>5</td>
<td>$100-</td>
<td>$ 500-</td>
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</table>

**TOTAL SINALOA GOLF COURSE** 40

$3,335-[[4]]

****If Additive Bid Alternate No. 2 is included as part of the Agreement, Rancho Simi Recreation and Park District reserves the right to include all 40 trees at Sinaloa Golf Course, or a portion thereof as determined by the Park District.*

Bid Proposal
00401-9

BIDDER'S INITIALS P.S.
AWARD OR REJECTION OF BIDS

The Contract will be awarded to the lowest responsible Bidder complying with these instructions and with the Notice Inviting Bids. The District, however, reserves the right to reject all bids, reject non-responsive bids and, so far as permitted by law, to waive any informality in the bids. If an award is made, the Contract shall be awarded within forty-five (45) days after the opening of the bids.

The District will award this Contract under the following provisions.

A. The method for calculating the lowest bid will be as follows:

The lowest bid shall be the lowest total of the base bid prices on the base contract and the following additive or deductive items: Additive Bid Alternate No. 1 – Arroyo Simi Bike Trail and Additive Bid Alternate No. 2 – Sinaloa Golf Course.

B. A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the District from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

STATE LICENSES

The undersigned hereby certifies that they currently possess a valid Landscape (C-27) Contractor’s License and/or a Tree Service (D-49) Contractor’s License in the State of California in accordance with the provisions of Chapter 9, Division 4, of the Business and Professional Code of the State of California. In addition, the undersigned hereby agrees to provide a California Certified Arborist to provide on-site supervision at all times during the course of the work.

INSURANCE

The undersigned agrees to furnish certificate of public liability insurance, workmen’s compensation, and such other insurance as will protect him, and the District from claims for damages and from personal injury, including death, which may arise from operation under this Contract, whether such operation by himself or by any Subcontractor or anyone directly or indirectly employed by him or either of them; and the certificates of such insurance will be filed at the time of execution of the Contract, and such coverage shall be in the amounts specified herein.

The Contractor at his own expense shall carry public liability insurance which shall not be less than $1,000,000 combined single limit (per occurrence with no aggregate limit) as to bodily injury and property damage. The General Public Liability Insurance shall cover the General Contractor and all Subcontractors to the work. The insurance certificate shall include a statement to the effect that the District shall be notified forty-five (45) days prior to cancellation or expiration of policy.

Bid Proposal 00401-10

BIDDER'S INITIALS: B.P. F.S.
Workmen’s Compensation coverage as required and described by the State of California.

If required, the awarded contractor shall provide the City of Simi Valley, and Ventura County Watershed Protection District with a Certificate of Insurance in conformance with their policy and procedures for all work performed within their property and/or right-of-way. These certificates are in addition to the Park District’s Certificate of Insurance requirements and neither certificate is interchangeable between public agencies. Both Certificates of Insurance must be issued/posted prior to the start of construction.

BONDS

The undersigned agrees to furnish the District with satisfactory Payment (Labor and Materials) Bond in an amount equal to 100% of the Contract price, and a faithful performance bond in an amount equal to 100% of the Contract price, said bonds shall be secured from surety company or surety companies, satisfactory to the District.

The Payment Bond (Labor and Materials) shall be for not less than 100% of the Contract price, to satisfy claims of material suppliers and/or mechanics and laborers employed by the Contractor performing work. The bond shall be maintained by the Contractor and remain in full force until the work is accepted by the District and/or otherwise stated.

The Faithful Performance Bond shall be for 100% of the Contract price, to guarantee faithful performance of all prescribed work within the time allotted, in a manner acceptable to the District.

Concurrent with executing a Contract with the District, the Contractor shall file with the District Surety Bonds in the amounts noted above. The bonds shall be duly executed by a responsible Corporate Surety, authorized to issue such bonds in the State of California and secured through the offices of an authorized agent with an office in California. The Contractor shall pay for all bond premiums, costs and incidentals.

Each bond shall be signed by both the Contractor and Surety, and the signature of the authorized agent of Surety shall be notarized.

Changes in the work or extensions of time, made after the contract, shall in no way release the Contractor or Surety from their obligations. Notices of such changes or extension shall be waived by the Surety.

PERMITS AND FEES

The Contractor will be required to obtain and pay for an “Encroachment Permit” from the City of Simi Valley Department of Public Works for temporary lane closures and work within the public right-of-way. All necessary incidentals (traffic diversion plans, insurance certificates, securities, etc.), necessary to obtain the permits shall be provided by the Contractor as part of the base bid proposal. A copy of the “Encroachment Permit” must be provided to the Park District.
The Contractor shall obtain and pay for all other permits relating to City and County agencies, including business tax, haul and dump permits as required.

PREVAILING WAGE RATES

The District Manager of the Rancho Simi Recreation and Park District by and on behalf of the Board of Directors has obtained the general prevailing rate per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workmen needed to execute the Contract from the Director of the Department of Industrial Relations of the State of California, and the same is on file in the office of the District. It shall be mandatory upon the Contractor to whom the Contract is awarded to pay not less than the said specified prevailing rates of wages to all workers employed by him in the execution of the Agreement.

CONTRACTOR is aware of and agrees to abide by the provisions of California Labor Code, including Sections 1720-1781, pertaining to the obligation to pay prevailing wages with respect to the performance of work. Copies of the prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work for each craft are available upon request from the DISTRICT. A copy of the prevailing rate of per diem wages shall be posted at the job site. If such posting is not possible, a copy shall be posted at the business of the CONTRACTOR.

CONTRACTOR is aware of and agrees to abide by Section 1777.5 of the California Labor Code with respect to the employment of properly-registered apprentices on public works. The parties agree that the foregoing satisfies the requirement in Section 1777.5(n) that the awarding body include contract stipulations to satisfy the provisions of that Section.

CONTRACTOR AND SUBCONTRACTOR REGISTRATION

Under Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. (California Labor Code § 1771.1.)

The District reserves the right to reject any bids and not award a contract to any bidder if the bidder does not submit proof to the District that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5.
Pursuant to California Labor Code Section 1771.4, the contractor and its subcontractor(s) shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(1) At least monthly or more frequently if specified in the contract with the awarding body.

(2) In a format prescribed by the Labor Commissioner.

DIR MONITORING AND ENFORCEMENT

The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (California Labor Code Section 1771.4).

JOB SITE NOTICES

The contractor shall post job site notices, as prescribed by regulation (California Labor Code Section 1771.4).

VISITING THE SITE

The undersigned has thoroughly examined the Project Manual (Specifications), Addenda (if any) and other Contract Documents, has visited the site, and is thoroughly familiar with the contents and all conditions thereof.

CONTRACT DOCUMENTS

A sample of the Agreement proposed to be entered into between the Park District and the undersigned is attached herewith and made a part of these Specifications.

TIMELINESS OF PERFORMANCE

Time is hereby expressly made and declared to be of the essence of this Contract and of each and every part thereof, and no act or forbearance by the Park District or extension by it of the time for the performance of any of the terms of this Contract, and no delay or failure on the part of the Park District in the exercise of any of its rights hereunder shall in any way constitute or operate as a waiver of or excuse for any future default on the part of the Contractor, or as a waiver, release or relinquishment of any of the rights or powers herein conferred upon the Park District.

Delays and Extension of Time:

A. If the work shall be delayed at any time by reason of a suspension ordered by the Park District or because of any other act or neglect of Park District or its officers or employees without contributory act or neglect on the part of the Contractor or his agents, or employees, or Subcontractors, or if the work should be delayed without the fault or negligence of the Contractor, or for any other reason which in the opinion of the Park District is proper justification for
such delay, then the Contractor shall be entitled to an extension of time equivalent to the time actually lost by such delay.

B. In order to secure such an extension of time, the Contractor shall file a written request with the Park District for extension of time within seven (7) days of the beginning of each delay, and failure to do so shall constitute a waiver thereof, except that in case of a continuing cause of delay, only one claim shall be necessary.

C. A request for an extension of time or the granting of an extension of time shall not constitute a basis for any claim against the Park District for additional compensation. The Contractor shall be deemed to have waived any and all rights to claim additional compensation unless, at the time of filing a request for an extension of time, he shall likewise file a claim for additional compensation on account of such delay. Additional compensation to the Contractor because of delay in the work shall be considered only if such delay is the result of a suspension ordered by the Park District or because of any other acts or neglect of the Park District or its officers or its employees without contributory act or neglect on the part of the Contractor or his agents, or employees, or Subcontractors.

D. This article does not exclude the recovery of damage for delay by either party under other provisions of the Contract Documents.

DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS:

See Subcontractors List Document 00430.

ADDENDA

This bid includes ADDENDUM NO. Date: Dated:

________________________ Dated:

ASSIGNMENT

This Contract shall not be assigned by the Contractor.

AFFIDAVIT

The Contractor for himself and for his successors, executors, administrators, and assigns hereby agree to the full performance of the covenants herein contained.

The undersigned states that this is a genuine proposal, not made in collusion, or in the interest of any other person/firm other than represented by the undersigned.

Bid Proposal 00401-14 BIDDER’S INITIALS B.P.
NAME OF BIDDER: Four Seasons Landscape and Property Service

BY: Dan Blumenthal

TITLE: President

ADDRESS: 24047 Arch Street
Santa Clarita, Ca. 91321

PHONE: 661-259-9067

CONTRACTOR’S LICENSE NO.: 974712

EXPIRATION DATE: 2/8/17

PRIMARY CLASS: C27

SECONDARY CLASS: C01/7549

DATE: 11/1/2016

NOTE: If bidder is a corporation, proposal must be signed by an authorized officer of the corporation and corporation seal affixed. Proposal must be accompanied by a document evidencing such officer is authorized to sign.

Check one - ( ) Owner
( ) Partnership
( ) Company
( X) Corporation
( ) Other
SUBCONTRACTORS LIST

TO: RANCHO SIMI RECREATION AND PARK DISTRICT
hereinafter called "District"

BY: ____________________________
hereinafter called "Bidder"

PROJECT: Tree Pruning Services at Various District Parks
Simi Valley and Oak Park, California.

In accordance with Article 17 of Instructions to Bidders, for portions of the Work equaling or exceeding 1/2 of 1 percent of the total proposed Contract Sum, the undersigned proposes to use the following sub-contractors. Except as otherwise approved by the District, the undersigned proposes to perform all other portions of the Work with his own forces.

<table>
<thead>
<tr>
<th>NO.</th>
<th>PORTIONS OF THE WORK</th>
<th>SUBCONTRACTOR NAME, ADDRESS &amp; PHONE NO.</th>
<th>LICENSE #</th>
</tr>
</thead>
<tbody>
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<td></td>
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<td></td>
<td></td>
</tr>
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<td></td>
</tr>
</tbody>
</table>

THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE BID DOCUMENTS.

Provide signature identical to that shown on the Bid Form:

BIDDER: [Signature]
DATE: 10/26/16

END OF DOCUMENT
THIS PAGE IS BLANK
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: December 1, 2016

TO: District Manager

FROM: Director of Planning and Maintenance

SUBJECT: Review and Consideration of Constructing a Fenced-In Play Area at Big Sky Park

Background and Overview:

At its meeting on September 1, 2016, the Board received a request from Ms. Kristin Quartararo to construct a fenced-in play area at one of the District’s park sites in Simi Valley. The motivation behind her request was that there are no fenced-in play areas throughout the District where parents can take multiple children to the park and/or children with special needs can play openly without the fear of them wandering off. According to Ms. Quartararo, the closest fenced-in play areas to Simi Valley are located at Castle Peak Park in West Hills and Old Meadows Park Therapeutic Recreation Unit in Thousand Oaks.

Ms. Quartararo suggested Big Sky Park as a possible location for a fenced-in play area since it has one of the newer play structures in the District and consolidates both tot-lot and pre-teen activities. In addition, the site is within close proximity to restrooms and ample parking.

At the direction of the Board, staff has researched the District’s park site inventory for equally adaptive locations and visited the fenced-in play areas at Castle Peak Park and the Old Meadows Park Therapeutic Recreation Unit.

Castle Peak Park is located along Valley Circle Boulevard in the community of West Hills. The park is owned and maintained by the City of Los Angeles Department of Parks and Recreation. The only apparent amenity within the park is the playground, which is surrounded by a four foot high wrought iron fence. There are no restrooms or formal parking area associated with this park.

The Old Meadows Park Therapeutic Recreation Unit is a specialized facility to provide recreational programs for children with cognitive, neurological, physical, emotional and/or sensory impairments. The facility is owned and operated by the Conejo Recreation and Park District. The fenced-in play areas at this facility are surrounded by a combination of four foot to four and one-half foot high chain link and wrought iron fencing. A formal parking lot and recreation building is immediately contiguous to the fenced-in play areas.

Even though a fenced-in play area could be constructed at any one of the District parks containing a playground, staff has eliminated Berylwood Park, Houghton-Schreiber Park, and all of the Community Parks from consideration since the installation of a fence around the play area could hinder other park site activities and rentals.
On November 8, 2016, the Advance Planning Committee reviewed staff’s conceptual plans to construct the proposed fenced-in play area at Arroyo Park or Big Sky Park. Both of these sites were determined as best suited for the installation based upon their level terrain, availability of parking, and access to a restroom facility. Based on staff’s presentation, the committee selected Big Sky Park as the primary location for the proposed installation, with the following modifications: 1) extend the proposed fence to incorporate additional turf grass areas contiguous to the play area, and 2) install a five foot high Omega fence in lieu of staff’s proposed four foot high wrought iron fence due to its greater durability and difficulty to climb over the fence. It should be noted that the installation of chain link fence for this project is not permitted by the City’s Zoning Ordinance.

**Fiscal Impact:**

Based on the conceptual layout for the proposed fenced-in children’s play area, staff estimates the installation cost for this project at $68,902.25. If it is the Board’s desire to pursue the installation of the project during FY 2016-17, funding for this project can be obtained through the re-allocation of assessment funds (Fund 30) currently earmarked for the Rancho Madera Community Park Volleyball Court construction project in the amount of $75,000.00.

**Board Action Requested:**

The following alternatives are available to the Board:

1. Review and approve the conceptual layout for the fenced-in play area at Big Sky Park and authorize staff to solicit public bids for the construction of the project once the plans and specification have been completed, or

2. Postpone the project for incorporation into the *Planning and Maintenance Department Priority Project List for FY 2017-18*, or

3. Delay this project for incorporation into the *District’s 3-Year Capital Project List*, or

4. Refer the matter back to staff for further design alternatives, including the possibility of incorporating the fenced-in play area as part of the Lost Canyons Bike Park design.

Wayne Nakaoka
Director of Planning and Maintenance
Big Sky Park

Proposed Fenced-In Children's Play Area

Approx. 485 L.F. of 5' High Green Omega II Architectural Fence
**COST ESTIMATE WORKSHEET**

**PROJECT:** Enclosed Play Area Fence Installation  
**LOCATION:** Big Sky Park  
**PREPARED BY:** WIN  
**DATE:** 11-21-2016

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>QUANTITY</th>
<th>$ PER UNIT</th>
<th>TOTAL</th>
<th>O&amp;P %</th>
<th>TOTAL COST</th>
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<td>Hrs.</td>
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<td>$750.00</td>
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<td>$46,075.00</td>
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<tr>
<td>C3 Installation of 5' Wide Pedestrian Access Gate</td>
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<td><strong>15% Construction Contingency</strong></td>
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<td><strong>Project Total</strong></td>
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<td></td>
<td>$68,902.25</td>
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</table>
OMEGA II FENCE SYSTEMS

THE ART OF BLENDING IN!
OMEGA II FENCE SYSTEMS
THE ART OF BLENDING IN!

Omega II is the "original" North American manufacturer who in 1992, introduced to the market a fresh new style of fencing systems. Since then, we can count thousands of projects enhancing the image of landscaping projects throughout North America and beyond.

At Omega II we dedicate our efforts to building the best fence possible at an affordable price for industrial, commercial, residential and custom designs. Having no top rail to support panels, we offer a clean view. Our goal is to successfully integrate beauty and unobtrusive strength to produce the ideal fence for any situation, allowing your image to shine through the fence while deterring even the most motivated trespasser.

We strive to improve security while offering a valued experience to all our customers allowing them to enjoy their surroundings with a fence blending with the environment.

SINGLE WIRE FENCE SYSTEM
- Distinctive unique design
- Strong, resistant panels
- Virtually unclimbable
- Nonobstructive view
- Appealing reinforcing folds
- Lightens appearance

DOUBLE WIRE FENCE SYSTEM
- Urban modern look
- Double wires resist vandalism
- Extremely difficult to cut and climb
- See-through panels
- Aesthetic, clean lines
- Sleek panels without bulkiness
ENVIRONMENTAL FENCE SYSTEM

Introducing the first green security fence system designed to meet the needs of the most demanding landscape architect. The Omega Eco is a living fence for a green environment now!

"The strongest green security fence around!"
TECHNICAL FEATURES

HARMONY
Add a classic touch to your surroundings with the new Harmony fence system.

DISCRETION: 12
SECURITY: 14

OMEGA ARCHITECTURAL
The Omega Architectural fence system enhances the beauty and ambience of your property with a unique modern fence design.

DISCRETION: 13
SECURITY: 15

OMEGA ECO
The Omega Eco green fence system offers an innovative and elegant platform to grow vines and plants.

DISCRETION: 14
SECURITY: 15

SINGLE WIRE FENCE SYSTEM

<table>
<thead>
<tr>
<th></th>
<th>STANDARD HEIGHT</th>
<th>STANDARD LENGTH</th>
<th>HORIZONTAL WIRE</th>
<th>VERTICAL WIRE</th>
<th>MESH OPENING (C/C)</th>
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<tbody>
<tr>
<td>Harmony</td>
<td>4, 6 (1230, 1830 mm)</td>
<td>7' 9&quot; (2356 mm)</td>
<td>1 x 4 GA (5.72 mm)</td>
<td>1 x 6 GA (4.88 mm)</td>
<td>1.97' x 7.875&quot; (50 x 200 mm)</td>
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<tr>
<td>Omega Architectural</td>
<td>4, 6, 6' (stockable) (1245, 1549, 1778, 2464 mm)</td>
<td>7' 9&quot; (2356 mm)</td>
<td>1 x 6 GA (4.88 mm)</td>
<td>1 x 6 GA (4.88 mm)</td>
<td>1.97' x 6&quot; (50 x 152.4 mm)</td>
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<tr>
<td>Omega Eco</td>
<td>4, 6, 6' (stockable) (1245, 1549, 1778, 2464 mm)</td>
<td>7' 9&quot; (2356 mm)</td>
<td>1 x 6 GA (4.88 mm)</td>
<td>1 x 6 GA (4.88 mm)</td>
<td>1.97' x 6&quot; (50 x 152.4 mm)</td>
</tr>
</tbody>
</table>

ELITE
Elite offers an urban modern look adaptable to classic or modern concepts.

DISCRETION: 12
SECURITY: 14

EVOLUTION
Evolution panels are perfect to retrofit existing chain link fence, thereby dramatically improving the look.

DISCRETION: 13
SECURITY: 15

SECUR
Secur, our strongest fence system ever, is made to resist the onslaught of even the most motivated trespassers.

DISCRETION: 14
SECURITY: 15

DOUBLE WIRE FENCE SYSTEM

<table>
<thead>
<tr>
<th></th>
<th>STANDARD HEIGHT</th>
<th>STANDARD LENGTH</th>
<th>HORIZONTAL WIRE</th>
<th>VERTICAL WIRE</th>
<th>MESH OPENING (C/C)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elite</td>
<td>4, 6, 8 (stockable) (1230, 1830, 2430 mm)</td>
<td>8' 3&quot; (2511 mm)</td>
<td>2 x 4 GA (5.72 mm)</td>
<td>1 x 6 GA (4.88 mm)</td>
<td>1.97&quot; x 1.575&quot; (50 x 200 mm)</td>
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<tr>
<td>Evolution</td>
<td>4, 6, 8 (stockable) (1230, 1830, 2430 mm)</td>
<td>8' 3&quot; (2511 mm)</td>
<td>2 x 4 GA (5.72 mm)</td>
<td>1 x 6 GA (4.88 mm)</td>
<td>1.97&quot; x 7.875&quot; (50 x 152 mm)</td>
</tr>
<tr>
<td>Secur</td>
<td>4, 6, 8 (stockable) (1230, 1830, 2430 mm)</td>
<td>8' 3&quot; (2511 mm)</td>
<td>2 x 0 GA (170 mm)</td>
<td>1 x 4 GA (5.72 mm)</td>
<td>1.97&quot; x 7.875&quot; (50 x 152 mm)</td>
</tr>
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</table>

Wires: All wires are galvanized, then polyester powder coated except for EVOLUTION which is only available in hot dip galvanized finish.
Colors: Standard color is black. Optional colors are # # # # # # # # # # and most RAL available. Color chips available on request.
VERSATILE MODULAR COMPONENTS

All our fences can be used for custom applications - it's up to your imagination!

GATES

We offer a variety of standard and custom gates for all your projects.