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.

BOARD OF DIRECTORS

Chair
Kate O’Brien
Vice Chair
Mark Johnson
Director
Elaine Freeman
Director
Gene Hostetler
Director
Ed Abele

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

2. ROLL CALL

3. PUBLIC STATEMENTS (ITEMS NOT ON THE AGENDA)

4. APPROVAL OF MINUTES
   a. Regular Meeting – August 17, 2017

5. SCHEDULED ITEMS AND PUBLIC HEARINGS
   a. Presentation of the Full-Time Employee of the Month for August 2017 to Douglas Duran

6. CONSENT AGENDA (Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion by one motion approving the Consent Agenda. If discussion is desired the item may be removed from the Consent Agenda upon a Director’s request.)
   a. Approval of Check Register: 8/4/17 and 8/18/17 (Payroll); 8/15/17 and 8/31/17 (Accounts Payable)

7. CONTINUED BUSINESS

8. NEW BUSINESS
   a. Receive and File Letter from the South Coast Region of the California Department of Fish and Wildlife Approving Rancho Simi Recreation and Park District to Hold and Manage Mitigation Lands

   b. Discussion and Possible Approval of an Agreement for Purchase and Sale of Real Estate in Support of the District’s Purchase of a 213.43 Acre Parcel Located in the Simi Hills Referred to as Assessor Parcel Number 646-0-170-040

   c. Award of Contract for the Runkle Canyon Park Stormwater Improvement Project

   d. Approval for the Purchase of Five (5) John Deere TX Gators through National Purchasing Partners (NPP) and One (1) Toro Workman HDX-D through California Multiple Award Schedules (CMAS)

   e. Receive and File Report Regarding District’s Maintenance and Permitted Uses of Simi Valley Unified School District Fields Located on Hillside, Berylwood, Apollo and Adult School Campuses
9. WRITTEN COMMUNICATIONS OF NOTE

10. REPORTS BY BOARD MEMBERS

11. REPORT BY DISTRICT MANAGER

12. CLOSED SESSION

a. Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator

Re: Land Disposition: Property Located in Ventura County
East and North East Adjacent to Sage Ranch

Assessor Parcel Numbers: 646-0-170-040

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

Negotiating Parties: Mark Joncich

Under Negotiation: Price and Terms of Payment

b. Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator

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

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

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

Negotiating Parties: Area Housing Authority/USA Properties

Under Negotiation: Price and Terms of Payment
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.
Rancho Simi Recreation and Park District Board of Directors Meeting

M I N U T E S

August 17, 2017, 6:30 p.m.
Rec Room, Sycamore Drive Community Center
1692 Sycamore Drive, Simi Valley, CA 93065
(805) 584-4400; www.rsrdp.org

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE- The meeting was called to order by Chair O’Brien at 6:30 p.m. The pledge of allegiance was led by Wayne Nakaoka.

2. ROLL CALL – Directors Abele, Freeman, Johnson and O’Brien were present. The following staff members were in attendance: Douglas Duran, Tracy Engel, Elia Haz, Wayne Nakaoka, Theresa Pennington, Larry Peterson and Brian Pierik. The following guests attended the meeting: Mike Roblin, D. Singer, Glenn Suffern.

3. PUBLIC STATEMENTS

Mike Roblin stated he sent a few e-mails to the District regarding the tennis courts at Rancho Tapo Community Park (RTCP). He read an article in the Acorn about the conversion of four tennis courts at Rancho Simi Community Park (RSCP) and four at RTCP. He had written to Doug Gale who sent an email in response regarding the conversion at RTCP. Larry Peterson said that there had been some discussion about the concept. Roblin stated that the courts at RSCP have not been renovated and the lights are not as good which creates a safety issue. At times he has been bothered by drug addicts at RSCP. He would support converting two pickle ball courts and two tennis courts for multiuse but he is not in favor of completely getting rid of the tennis courts. He sees the most usage between 5-8 pm daily and not as much during the day.

Director Abele said he was concerned with how the article in the Acorn was written and mentioned that Doug Gale was misquoted. Abele was also concerned there was a slant in the article. He said he has an open mind, has not made a decision and everything will be taken into consideration. One possibility is to build additional pickle ball courts and leave the tennis courts alone; there is an additional cost for that approach which can be taken into consideration.

D. Singer stated she was concerned with the discussion that took place at the July 6 meeting regarding converting the tennis courts to pickle ball courts. She said some items that weren’t mentioned in the meeting are as follows: 1) The tennis community was not given an opportunity to provide input on the possible conversion of the tennis courts. It was put on the agenda, and tennis supporters did not have equal input; 2) The number of current available courts with or without lights total 45 for pickle ball and 14 for tennis; 3) The
legitimate need for pickle ball is not based on need, it’s based on greed, preference and convenience; 4) The use of tennis courts at Royal High School is not a remedy.

Glenn Suffern stated he is a tennis captain in an adult league and handles the core reservations. The most desirable park to play tennis at is Rancho Madera Community Park which is always full. Suffern was able to move some matches to be held at RSCP. He suggested building six more pickle ball courts at RTCP rather than converting courts at RSCP.

Director Abele stated the tennis group has not had the opportunity to express their concerns and suggested the topic is placed on a future agenda. With the comments made tonight there would be more transparency if it were added to the agenda before it goes to the Advance Planning Committee. District Manager Peterson confirmed Abele’s request.

Director Freeman appreciates the public comments and assured them the matter is taken seriously, all the options will be looked at and the Board will hear from both groups. Pickle ball is growing and all comments will be reviewed and no decision has been made. The normal process is to discuss it at an Advance Planning Committee. She assured the guests there has not been a decision made.

Director Abele asked the District Manager to present the cost of new pickle ball courts and possible locations at a future meeting.

Director Freeman requested inclusion in the discussion the cost associated with improving the tennis courts at RSCP and a return to the discussion of a tennis court reservation system.

Chair O’Brien asked if another survey could take place at the courts.

4. APPROVAL OF MINUTES

   a. Regular Meeting – August 3, 2017- Board Member Ed Abele – One item on page 2 under 1st paragraph quoted as saying “he also toured even on the 3rd” amended to “he went on the 4th of July”, – Director Freeman moved to approve the amended minutes for the Regular Meeting of August 3, 2017; Vice Chair Johnson seconded the motion. The motion carried with a unanimous vote.

5. SCHEDULED ITEMS AND PUBLIC HEARINGS

   a. Presentation of the Full Time Employee of the Month for July 2017 to Bill Mortitzky- Bill Mortitzky was unable to attend the meeting, his plaque will be presented to him in person.

   b. Presentation of the Part Time Employee of the Month for July 2017 to Daniel Flores- Director of Administration Pennington presented the staff report honoring Flores and stating Daniel has been a maintenance worker for one year. He is always the first to volunteer for an assignment and is liked and a great asset. Chair O’Brien
presented him with a plaque and a check for $75.00. Director of Planning and Maintenance Nakaoka stated how he really appreciates everything Flores does and commended him on being a hard worker.

c. Public Hearing on the Rancho Simi Recreation and Park District Annual Budget, Planning and Maintenance Projects and Three Year Project Plan for Fiscal Year 2017-18 - District Manager Peterson presented the staff report and stated this is the second public hearing for the annual budget. He suggested the Chair open the public hearing for public discussion regarding the budget.

Chair O’Brien opened the hearing at 7:06 pm. There were no comments from the public. Chair O’Brien closed the hearing at 7:07 pm. Peterson stated they will be closing the books for the fiscal year and will complete the final budget in the next month or two.

6. CONSENT AGENDA

a. Approval of Check Register: 7/21/17 (Payroll); 7/31/17 (Accounts Payable) Vice Chair Johnson moved to approve the Consent Agenda. Director Freeman seconded the motion. The motion carried with a unanimous vote.

7. CONTINUED BUSINESS

a. Continued Review and Discussion Regarding Public Use and Safety at Rancho Simi Community Park (oral)- District Manager Peterson stated this is a continued discussion of this item. The additional ranger coverage at Rancho Simi Community Park has continued since the last meeting. The lights at the pavilion are being reviewed to ensure they are adequate. The timer on the lights was reset so that the pavilions are lit until 10:15 pm to improve visibility. Peterson stated the increased ranger patrols have helped. Vice Chair Johnson went to the park at 8pm on a Tuesday and Thursday, and stated it was quiet at the park both days. Director Abele asked if this means a temporary assignment for rangers will continue. Peterson explained that most rangers are part time and their hours can be increased as necessary. Abele stated he would like the additional ranger coverage to continue, Director Freeman and Chair O’Brien were also in agreement and suggested the coverage be more random. District Manager confirmed increased ranger coverage will continue in a less predictable manner and that he would keep the Board informed as to how this goes.

8. NEW BUSINESS

a. Authorization to Solicit Bids for New Fencing within Cal Trans Encroachment Area at Alamos Canyon - the staff report was presented by Director of Planning and Maintenance Wayne Nakaoka who said that in December 2016 the purchase was finalized for the 326 acres and it contains critical plant and animal habitat. The property was purchased through grants. An agreement was previously approved
between the District and the County which provides for the District’s construction of a small 6 car parking lot in the Oak Park County Park. Phase 1 will include repairing the existing barbwire fence to secure the area. Director Freeman asked if the District has $200,000 allocated for the parking lot and the trail and if so, would it be enough. Nakaoka said the trail itself is not to be paved and instead it will be graded and will connect to an old asphalt road and the parking lot construction cost should be fairly low, and stated in his opinion the $200,000 will cover the cost of these projects. Director Freeman moved to approve the Authorization to Solicit Bids for New Fencing with the Cal Trans Encroachment Area at Alamos Canyon. Director Abele seconded the motion. The motion carried with a unanimous vote.

b. Consideration and Authorization to Host the Mobile Vietnam Veterans Memorial Wall (A.V.Wall) at Rancho Tapo Community Park in 2019- Director of Planning and Maintenance Nakaoka presented the staff report. Director Freeman moved to approve staff’s recommendation to authorize the District to Host the Mobile Vietnam Veterans Memorial Wall in 2019. Director Abele seconded the motion. The motion carried with a unanimous vote.

c. Authorization to Solicit Separate Bids for the Guardian Building Carpeting and Painting Projects- The staff report was introduced by District Manager Peterson who stated the décor options require fabric, paint and carpet decisions. Staff members Duran and Engel presented concepts and samples. The Board expressed its support for option 1 colors, gave instructions to staff to proceed and thanked them for their efforts. Director Freeman moved to approve the authorization to solicit separate bids for the Guardian building carpet and painting projects. Director Abele seconded the motion. The motion carried with a unanimous vote.

d. Approval of Resolution No. 1940 Modifying District Policy Manual, Chapter 2, Park Ranger Operational Procedures, Section 2311 Authorized Firearms- The staff report was presented by District Manager Peterson. The Policy committee reviewed the matter and recommended implementation of this policy change. Vice Chair Johnson moved to approve Resolution 1940 Modifying Policy Manual Chapter 2, Section 2311. Director Abele seconded the motion. The motion carried with the following roll call vote:

Ayes: Directors Abele, Freeman, Johnson and O’Brien
Absent: Director Hostetler

9. WRITTEN COMMUNICATIONS OF NOTE

a. Certificate of Recognition from Rotary Club of Simi Valley for Rancho Simi Recreation and Park District’s Contributions Towards the 48th Annual Stars and Stripes Fireworks Festival – presented by Chair O’Brien.
10. REPORTS BY BOARD MEMBERS

a. Director Abele attended the Policy Committee meeting and stated the revised mission statement is in progress. Larry Peterson made some excellent suggestions and Abele created a draft statement as well. Director Abele indicated his intent to further refine the language for consideration and suggested the process will take about a month. He thanked staff for the well written and thorough draft of the interim appointment policy. Abele mentioned the recent Acorn newspaper article and stated it was unfortunate and it was not a good press day for the park district. Abele suggested the District respond to articles with one voice and suggested District Manager Peterson respond to the press. He stated that Peterson’s comments were accurate and other comments were slanted. Abele said he is proud to be on the Board, the District does great things and has great employees. However, the District does not come across that way in the paper. He suggested the preparation of press releases to emphasize the great work being performed by the District that benefits the community.

Director Freeman also attended the Policy Committee Meeting and mentioned the discussion included the police department’s suggestion that they dispatch Park Rangers and it was determined that the approach is not advisable and would likely create confusion. She expressed her support for the interim pay policy. Freeman also attended the Historical Society meeting and said how fortunate they were to have a dedicated and active Board. They are proactive and make Strathearn a special place. There was a long discussion regarding moving the Colony House which included discussions about the cost and where it would be located. Larry Silverman has been a dedicated member of the Historical Society Board for many years. He will be moving to St. George. Georgia Trumble and Terri Malkinson are also leaving the area. Freeman would like thank you letter sent to each of them. On February 17, 2018 there will be a Colony House fundraiser. The Committee also reviewed options for chairs and tables for the St. Rose of Lima Church but no decision has been made. The gift shop is under new management, they will be upgrading it and getting new merchandise. On November 18, there will be a rocket event with a great line up of speakers and 33 events. Freeman participated in a CARPD conference call regarding upcoming legislation. The District Manager will be sending out a letter in support of the park bond. Freeman reported that USA properties had a meeting last Monday with City staff and stated the revised architectural plans were well received. The plans will be reviewed again in October, for a 30-day review and will hopefully deem the application complete.

Vice Chair Johnson was unable to attend the soccer foundation meeting. He provided some history on how the District Board and staff members communicated with the press in the past.
Chair O’Brien- Did not attend any meetings. She couldn’t attend the Historical Society meeting due to a family funeral. She is in agreement with the idea to have one voice for the press, however, people are going to interpret it any way they want to.

11. REPORT BY DISTRICT MANAGER - Peterson explained the historical approach to the District’s media relations which included the public information officer Rick Johnson as the authorized media representative. The process required him to interview the staff members most familiar with the subjects before returning to a reporter. The current approach eliminates the extra step by allowing the reporter to discuss directly with the staff member most familiar with the particular subject. District staff members know pretty well what is considered acceptable and what is not. District Manager has met with many reporters over the years in an attempt to help them better understand the District, and he has engaged in the same approach with every subject covered. The goal has always been to make sure accurate information is provided, but there can still be content bias and inaccuracies. He stated his opinion that the Districts media coverage has been pretty good over the years.

12. CLOSED SESSION- none

13. ADJOURNMENT- Vice Chair Johnson moved to adjourn the meeting, Director Freeman seconded the motion. The meeting was adjourned at 8:13pm.

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

Date: September 7, 2017
To: District Manager
From: Director of Administration
Re: Presentation of the Full-Time Employee of the Month for August 2017 to Douglas Duran

FULL-TIME EMPLOYEE OF THE MONTH FOR AUGUST 2017

The District’s full-time Employee of the Month for August 2017 is Douglas Duran. Douglas is a Landscape Designer in the Planning and Maintenance Department; he has been working for the District for seventeen years. This is his fifth Employee of the Month Award.

NOMINATION NARRATION

The person who nominated Douglas stated the following: The key to any successful business starts with great people. This nomination is the definition of just that. Douglas is the only person that you come to work hoping to see and when you do see him, you are greeted with a benevolent smile, behind kind eyes and his friendly, genuine “good morning!” He is a man with a positive attitude at all times and it shows in how he conducts himself with co-workers, contractors and the community. He is a teacher and role model, he takes the time to show the new or inexperienced employees the ropes, yet this man is a student; he loves to learn and is always eager to find new ways to improve his efficiency and enthusiastically seeks out opportunities to improve his work processes. He never acts like he knows more than anyone, even when he does. He is humble and never makes others feel stupid for asking a question. He is a gifted designer and artist and his projects have added to the overall splendor this Park District desires to achieve. He has the proven ability to solve complex problems and adapt to new demands in a changing work environment. He is always willing to exercise his servant-leadership, take initiative and accept and carryout responsibilities beyond his regular assignments for the good of the District and the community we serve. When his supervisor was on vacation, he stepped up and took on many of the important responsibilities of the department. He has been crucial in the development of the Guardian building and moving the project forward. He already carries the largest project load of the three Landscape Designers and handles it with poise and professionalism. He has mentored new staff by helping them understand how projects in this District are organized and completed. His dedication to this job and his intense passion for life make him an asset to the District. He is intrinsically motivated by the love of what he does and it translates to everything he works on. The recognition of his selfless work ethic will only reinforce his actions going forward. This nominee doesn’t need an award to show that a valuable asset he is but he definitely deserves it. It is employees like him that help to extend Rancho Simi Recreation and Park District’s tradition of excellence into the future.
BOARD ACTION

Douglas has been invited to attend the September 7, 2017 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
PAYROLL CHECK REGISTER 08/04/17

PRESENTED TO THE BOARD OF DIRECTORS

PREPARED BY
Tracy Heminuk
CHECK REGISTER SUMMARY  
8/4/2017

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PAYROLL CHECK REGISTER 08/18/17

PRESENTED TO THE BOARD OF DIRECTORS

PREPARED BY
Tracy Heminuk
## CHECK REGISTER SUMMARY
### 8/18/2017

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**SUBTOTAL:** 549,639.41

**GRAND TOTAL:** 549,639.41
# ADP Check Register - PR 08/18/17

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Grand Totals

Total: 55,024.95  283,615.38
Count

9 of 9
RANCHO SIMI RECREATION AND PARK DISTRICT

ACCOUNTS PAYABLE CHECK REGISTER

August 15, 2017
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DATE: September 7, 2017

TO: Board of Directors

FROM: District Manager

SUBJECT: Receive and File Letter from the South Coast Region of the California Department of Fish and Wildlife Approving Rancho Simi Recreation and Park District to Hold and Manage Mitigation Lands

SUMMARY

On September 28, 2012, the Governor signed SB 1094 into law amending sections of the Government Code which expanded authorization for holding mitigation lands and modified the requirements for mitigation endowments. The California Department of Fish and Wildlife ("CDFW") is required to conduct due diligence when approving non-profit organizations, governmental entities, and special districts to hold and manage mitigation lands. See attached Mitigation Endowment Facts.

The District's Alamos Canyon acquisition included a 58 acre area that is subject to mitigation. Waste Management is fulfilling the terms of a Habitat Restoration and Management Plan and a conservation easement was approved with the County of Ventura to ensure protection of that area. The Runkle Canyon residential development includes an open space dedication requirement of approximately 1500 acres and approximately 346 acres within that area is subject to mitigation and monitoring.

As indicated in the attached letter, the District's Due Diligence application filed with CDFW was approved. This step will now allow the District to receive the open space dedication subject to the mitigation area, and staff will proceed with the drafting of the necessary documents to accomplish this transaction using the Alamos Canyon acquisition as a model. This approach was deemed acceptable by the CDFW Senior Legal Counsel.

RECOMMENDATION

Receive and file.

Larry Peterson
District Manager
August 21, 2017

Mr. Larry Peterson, District Manager
Rancho Simi Recreation and Park District
1692 Sycamore Drive
Simi Valley, Ca 93065

Subject: Application for Rancho Simi Recreation and Park District Requesting to Hold and Manage Mitigation Lands

Dear Mr. Peterson:

On May 10, 2017, the South Coast Region of California Department of Fish and Wildlife (CDFW) received your application to hold and manage mitigation lands. Pursuant to Government Code Section 65967, CDFW has exercised our required due diligence process in reviewing your application and supporting documentation, and we are pleased to inform you that your request to hold and manage mitigation lands within the South Coast Region is hereby approved. Please keep this letter of approval until its expiration on August 17, 2022.

If you would like to renew your current approval status, we encourage you to contact CDFW six months prior to August 17, 2022 for updated applications and requirements. Currently, the renewal process requires you to submit application sections: A, B, and I. Application sections C, D, and H, are required only if any information has changed since the approval date. Application sections E, F, and G are not required for renewal.

Please provide a copy of this letter to any project proponent that wishes to seek CDFW approval for your organization to hold and manage mitigation lands as a condition of any permit requiring the transfer interest in real property to mitigate for impacts to fish and wildlife resources. If you have any questions please, contact Dan Blankenship, Senior Environmental Scientist (Specialist) at (661) 259-3750 or by email at daniel.blankenship@wildlife.ca.gov.

Sincerely,

Edmund Pert, Regional Manager
South Coast Region

Richard Macedo, Branch Chief
Habitat Conservation Planning Branch

Conserving California’s Wildlife Since 1870
ec: California Department of Fish and Wildlife

Wendy Bogdan, Chief Counsel
Office of the General Counsel
wendy.bogdan@wildlife.ca.gov

Beatriz Rambarran, Senior Environmental Scientist (Specialist)
Habitat Conservation Planning Branch
beatriz.rambarran@wildlife.ca.gov

Diana Garofalo, Mitigation Lands Senior Land Agent
Habitat Conservation Planning Branch
diana.garofalo@wildlife.ca.gov

Sean McWhirter, Mitigation Account Coordinator
Habitat Conservation Planning Branch
sean.mcwhirter@wildlife.ca.gov
Mitigation Endowment Facts

SB 1094 (Kehoe, 2012) modifies the requirements for mitigation endowments (Gov. Code, §§ 65965-65968).

Please note: Although SB 1094 removes the requirement for a state agency, including the California Department of Fish and Wildlife (CDFW), to exercise due diligence in reviewing the qualifications of an entity to manage endowments, this bill does not change CDFW’s regulatory authority under the California Endangered Species Act to approve or deny an entity to hold an endowment or land.

Definition of endowment\(^1\): “Endowment” means the funds that are conveyed solely for the long-term stewardship of a mitigation property. Endowment funds are held as charitable trusts that are permanently restricted to paying the costs of long-term management and stewardship of the mitigation property for which the funds were set aside. Endowments shall be governed by the underlying laws, regulations, and specific governmental approvals under those laws and regulations pursuant to which the endowments were exacted, consistent with subdivision (b) of Section 65966 and with the Uniform Prudent Management of Institutional Funds Act (Part 7 (commencing with Section 18501) of Division 9 of the Probate Code). Endowments do not include funds conveyed for meeting short-term performance objectives of a project.

Requirements of the endowment\(^2\):

- The endowment shall be held, managed, invested, and disbursed solely for, and permanently restricted to, the long-term stewardship of the specific property for which the funds were set aside; and
- The endowment shall be calculated to include a principal amount that, when managed and invested, is reasonably anticipated to cover the annual stewardship costs of the property in perpetuity.

Endowment holder criteria\(^3\): The endowment must generally be held by one of the following:

- The agency or agencies that required the mitigation;
- The governmental entity, special district, or nonprofit organization that either holds the property, or holds an interest in the property, for conservation purposes; or
- The governmental entity or special district that retains the property after conveying an interest in the property for conservation purposes if that governmental entity or special district is protecting, restoring, or enhancing the property that was retained.

Endowment holder exceptions\(^4\): if any of the following exceptions apply, the endowment may be held by another qualified entity not listed above:

- An endowment held by an entity other than the state or holder of the mitigation property as of January 1, 2012.
- An endowment that is held by another entity, qualified under this bill and pursuant to the terms of a natural community conservation plan (NCCP) or a state safe harbor agreement. To apply this exception, the implementation agreement (for approved NCCPs), the planning agreement (for not-yet-approved NCCPs), or the safe harbor agreement shall address qualifications of the endowment holder, capitalization rate, return objectives, and the spending rule and disbursement policies.
- If existing law prohibits the holder of the mitigation property to hold the endowment, including for-profit entities.

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\(^1\) Gov. Code, § 65965, subd. (a)
\(^2\) Gov. Code, § 65966, subd. (b)
\(^3\) Gov. Code, § 65968, subd. (b)(1)
\(^4\) Gov. Code, § 65968, subd. (b)(2)
• If the project proponent and the holder of the mitigation property or conservation easement agree that a community foundation or a congressionally chartered foundation shall hold the endowment.

• If the mitigation property is held or managed by a federal agency.

• If any of the same mitigation property is required to be conveyed pursuant to both a federal and state governmental approval, and the federal agency does not approve one of the entities.

Information the endowment holder shall provide\(^5\): The entity wishing to hold an endowment shall certify to the project proponent or the holder of the mitigation property or a conservation easement, and to CDFW that it meets all of the following requirements:

• The holder has the capacity to effectively manage the mitigation funds.

• The holder has the capacity to achieve reasonable rates of return on the investment of those funds similar to those of other prudent investors for endowment funds and shall manage and invest the endowment in good faith and with the care an ordinarily prudent person in a like position would exercise under similar circumstances, consistent with the Uniform Prudent Management of Institutional Funds Act (Part 7 (commencing with Section 18501) of Division 9 of the Probate Code).

• The holder utilizes generally accepted accounting practices as promulgated by either of the following:
  – The Financial Accounting Standards Board or any successor entity for nonprofit organizations.
  – The Governmental Accounting Standards Board or any successor entity for public agencies, to the extent those practices do not conflict with any requirement for special districts in Article 2 (commencing with Section 53630) of Chapter 4 of Part 1 of Division 2 of Title 5.

• The holder will be able to ensure that funds are accounted for, and tied to, a specific property.

• If the holder is a nonprofit organization, a community foundation, or a congressionally chartered foundation, it has an investment policy that is consistent with the Uniform Prudent Management of Institutional Funds Act (Part 7 (commencing with Section 18501) of Division 9 of the Probate Code).

Mitigation agreements\(^5\): Mitigation Agreements are defined to mean either:

• A written agreement between the project proponent and the entity qualified to hold the property and the endowment, which is submitted to the state or local agency for the purpose of obtaining any permit, clearance, or mitigation approval from that state or local agency; or

• A written agreement between the project proponent and the entity qualified to hold the property, including any agreement with an entity qualified to hold the endowment, which is submitted to the state or local agency for the purpose of obtaining any permit, clearance, or mitigation approval from that state or local agency.

Additionally, a mitigation agreement shall govern the long-term stewardship of the property and the endowment.

Mitigation agreements may not include provisions or terms that waive or exempt the parties from the requirements of Government Code Sections 65965-65968.

Specifically naming an endowment holder\(^7\): CDFW cannot designate a particular endowment holder as a condition of approval within an ITP or other permit, clearance, agreement, or mitigation approval.

State agency one-time fee\(^8\): CDFW may require a one-time fee from an entity applying to hold mitigation lands, as long as CDFW can demonstrate its actual review of qualifications and approval of holders.

\(^5\) Gov. Code, § 65968, subd. (e)

\(^7\) Gov. Code, § 65968, subd. (k)

\(^8\) Gov. Code, § 65966, subd. (f)
Endowment holders are required to submit annual fiscal reports: To ensure the endowment is managed in accordance with California law, the endowment holder shall prepare and submit an annual fiscal report to CDFW. The annual fiscal report shall contain at a minimum the following eight elements:

- The balance of each individual endowment at the beginning of the reporting period.
- The amount of any contribution to the endowment during the reporting period including, but not limited to, gifts, grants, and contributions received.
- The net amounts of investment earnings, gains, and losses during the reporting period, including both realized and unrealized amounts.
- The amounts distributed during the reporting period that accomplish the purpose for which the endowment was established.
- The administrative expenses charged to the endowment from internal or third-party sources during the reporting period.
- The balance of the endowment or other fund at the end of the reporting period.
- The specific asset allocation percentages including, but not limited to, cash, fixed income, equities, and alternative investments.
- The most recent financial statements for the organization audited by an independent auditor who is, at a minimum, a certified public accountant.

Mandated CDFW due diligence for landholders: A state or local agency shall exercise due diligence in reviewing the qualifications of a governmental entity, special district, or nonprofit organization to effectively manage and steward land, water, or natural resources.

State or local agency limitation: Nothing in this section shall prohibit a state or local agency from determining that a governmental entity, community foundation, special district, a congressionally chartered foundation, or nonprofit organization meets the requirements of this section and is qualified to hold the endowment, or including a provision in the mitigation agreement.

These requirements for mitigation endowments are for a 10-year period (sunset date of January 1, 2022) at which time the Legislature may revisit the matter (Gov. Code, § 65968, subd. (l)).

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9 Gov. Code, § 65966, subd. (e)
10 Gov. Code, § 65967, subd. (c)
11 Gov. Code, § 65968, subd. (h)
DATE: September 7, 2017

TO: Board of Directors

FROM: District Manager

SUBJECT: Discussion and Possible Approval of an Agreement for Purchase and Sale of Real Estate in Support of the District’s Purchase of a 213.43 Acre Parcel Located in the Simi Hills Referred to as Assessor Parcel Number 646-0-170-040

SUMMARY

Attached for your discussion and possible approval is the Agreement for Purchase and Sale of Real Estate which has been negotiated for the contemplated purchase of a 213.43 acre parcel in the Simi Hills located south of the District’s Santa Susana Park and east of Sage Ranch. The parcel includes a hilltop with 360-degree mountain views, serves as important plant and animal habitat, and acts as a linkage to the animal migration corridor on the east side of Simi Valley. The first page on the attachment is a satellite image showing subject parcel number 646-0-170-040 in relation to other publicly held parcels in the area. The Agreement for Purchase and Sale of Real Estate follows that image and includes the various exhibits. A sketch of the parcel is the only exhibit missing. It is being developed and should be completed within the next week or two.

An appraisal has estimated the parcel value at $1,920,000, the negotiated purchase price is $1,200,000, and the District has been awarded grant funds from three separate agencies which total the purchase price. Grant applications have been approved by the Wildlife Conservation Board (WCB) in the amount of $600,000, Santa Monica Mountains Conservancy in the amount of $500,000, and Mountains Recreation and Conservation Authority in the amount of $100,000. The parcel lies within the Conceptual Area Protection Plan (CAPP) that was approved by the California Department of Fish and Wildlife. An approved CAPP is a requirement for funding from the WCB.

The proposed purchase includes a negotiated trail and access easement over an adjacent parcel, owned by the same parties, which will allow access to the parcel from the North American Cut Off Road, which extends from Woolsey Canyon Road in the southwest to Box Canyon Road in the northeast. The property is zoned for residential development at a density of one principal residence per 160 acres, plus one additional residence not to exceed 1800 square feet plus one accessory structure. A Phase 1 Environmental Review identified no material concerns and did not recommend the performance of a Phase 2 Environmental Review.
RECOMMENDATIONS

Staff recommends the following: (1) approval of the Agreement for Purchase and Sale of Real Property in support of the District’s purchase of a 213.43 acre parcel located in the Simi Hills referred to as Assessor Parcel Number 646-0-170-040; (2) authorization for the Chair of the Board of Directors to sign the Agreement; and, (3) authorization for the District Manager to execute all documents and take all necessary actions pertaining to this transaction.

Larry Peterson
District Manager
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

This Agreement For Purchase and Sale of Real Estate ("Agreement") is entered into as of the later date of execution set forth in the signature blocks below ("Agreement Date") by and between W.G. Realty LLC; Michael L. Joncich, Trustee of The Joncich Family Trust; and Catarina Grace-Hardy, Trustee of The Catarina Grace-Hardy Trust, ("Sellers"), and Rancho Simi Recreation and Park District, a special district under the laws of the State of California ("Buyer"). Sellers and Buyer are collectively referred to herein as the "Parties"

RECITALS

A. W.G. Realty LLC as to 85.010%, The Joncich Family Trust as to 7.495% and The Catarina Grace-Hardy Trust as to 7.495% ("Fee Sellers") own that certain real property located in the County of Ventura, State of California, consisting of approximately 213 acres of land, with Ventura County Assessor’s Parcel Number (APN) 646-0-170-040 together with any and all related improvements and appurtenances thereon which is proposed to be sold in fee to the Buyer ("Fee Property"). The names and percentages of the Fee Sellers are based upon the Judgment dated May 9, 2005, copy attached as Exhibit 1. If there are other owners of APN 646-0-170-040 discovered prior to the close of escrow, then Parties agree to amend this Agreement to include those owners as Parties to this Agreement. If there is such an amendment to this Agreement, then a copy of that amendment shall be provided to the escrow holder pursuant to Section 8.13 of this Agreement.

B. The Joncich Family Trust as to 92.505% and The Catarina Grace-Hardy Trust as to 7.495% ("Trail Easement Sellers") own that certain real property located in the County of Ventura, State of California designated by APN 649-0-010-415. Sellers propose to sell to Buyer a trail easement over APN 649-0-010-415 ("Trail Easement"). The Trail Easement will allow for access to the Fee Property. The names and percentages of the Trail Easement Sellers are based upon the Judgment dated May 9, 2005, copy attached as Exhibit 1. If there are other owners of APN 649-0-010-415 discovered prior to the close of escrow, then Parties agree to amend this Agreement to include those owners as Parties to this Agreement. If there is such an amendment to this Agreement, then a copy of that amendment shall be provided to the escrow holder pursuant to Section 8.13 of this Agreement.

C. Attached as Exhibit 2 is an aerial photograph generally depicting parcels 646-0-170-040 and 649-0-010-415.

D. Attached as Exhibit 3 is a true copy of a Preliminary Title Report prepared by Commonwealth Land Title Company dated as of July 17, 2017.
E. Collective References: The Fee Property and the Trail Easement are collectively referred to herein as the "Property." The Fee Sellers and the Trail Easement Sellers are collectively referred to herein as the "Sellers." Parties

F. Buyer is a special district created to provide parks and recreational services to the residents of the City of Simi Valley and other areas in the County of Ventura.

G. Buyer requested a Phase 1 Environmental Assessment of the Property to be performed by Rincon Consultants ("Rincon"). Upon receipt of the Phase 1 Report, Buyer will provide a copy to Sellers.

H. The Buyer is working collaboratively with the Mountains Recreation and Conservation Authority (MRCA) on this proposed purchase of the Property ("Project").

I. Buyer desires to purchase the Property because the Property has been identified as an important wildlife linkage that will connect existing large natural open spaces from the Santa Susana Pass to the Simi Hills across the 118 Freeway. Further, because Buyer intends to manage the Property as a natural park, this will expand local opportunities for wildlife education and recreational activities such as hiking, non-motorized biking and horseback riding.

J. The Property includes at least 2800 feet of an unnamed USGS blueline tributary of the Arroyo Simi. The Project is needed to ensure permanent protection of the blueline stream, multiple additional drainages, regional wildlife corridor, scenic viewshed and the Rim of the Valley Trail.

K. The Property is included in a Conceptual Area Protection Plan (CAPP) approved by the California Department of Fish and Wildlife (CDFW).

L. Buyer desires to purchase the Property with grant funds from the three entities identified hereinbelow which support Buyer’s effort to preserve the Property.

M. Sellers desire to sell and Buyer desires to purchase the Property according to the terms and conditions specifically described below.

**TERMS AND CONDITIONS**

1. **Sellers’ Conditions.** Sellers’ obligation to sell the Property to the Buyer on the terms and conditions of this Agreement are subject to the following conditions: (a) the recordation of grant deed in the form attached hereto as Exhibit 4 ("Grant Deed"); (b) the recordation of a trail easement deed in the form attached hereto as Exhibit 5 ("Trail Easement Deed"); (c) payment of the purchase price as set forth herein ("Purchase Price") and (d) Buyer’s compliance with the terms and conditions of this Agreement and escrow.
2. **Purchase Price.** The Purchase Price for the Property will be One Million Two Hundred Thousand Dollars ($1,200,000). The entire amount of the Purchase Price will be paid in cash or immediately available funds at the Closing (as defined below). Buyer agrees to pay, or cause to be paid, the Purchase Price to Sellers through Escrow by depositing cash or a certified or cashier’s check payable to the Escrow Holder, or by electronic transfer of federal funds, which must be delivered to the Escrow Holder on or before one (1) Business Day before the Closing Date (as defined below), from the grant funds (“Grant Funds”) as set forth in Section 3 herein below.

3. **Grant Funds.** The Purchase Price is proposed to be funded by the following grants from the Granting Agencies (“Granting Agencies”) listed here:

   3.1. Six Hundred Thousand Dollars ($600,000) from the California Wildlife Conservation Board (“CWCB”)

   3.2. Five Hundred Thousand Dollars ($500,000) from the Santa Monica Mountains Conservancy (“SMMC”)

   3.3. One Hundred Thousand ($100,000) from the Mountains Recreation & Conservation Authority (“MRCA”)

4. **Closing.**

   4.1. **Closing Date.** Closing of the Escrow (the “Closing”) will be held at the office of Escrow Holder on or before October 18, 2017 (“Closing Date”) unless extended by written agreement of the Sellers and Buyer.

   4.2. **Grant Deed.** At or prior to the Closing, Sellers will execute and deliver a good and sufficient grant deed (the “Grant Deed”), in recordable form and in the form attached to this Agreement as Exhibit 4.

   4.3. **Trail Easement Deed.** At or prior to the Closing, Sellers will execute and deliver a good and sufficient Trail Easement Deed, in recordable form and in the form attached to this Agreement as Exhibit 5.

   4.4. **Water Rights.** Any water rights, including without limitation, all riparian and appropriative rights, appurtenant to or otherwise used in connection with the Property, will be conveyed and assigned by Sellers to the Buyer at the Closing. Sellers agree to provide the Buyer with copies of all water rights certificates, permits, licenses and filings made with respect to the Property in the possession or control of Sellers within fifteen (15) business days following the Agreement Date. As to appropriative water rights, Sellers agrees to deliver to the Buyer within fifteen (15) business days following the Agreement Date, all information regarding the quantity, rate of diversion, season of diversion, and whether there has been continuous reasonable and beneficial use of the appropriative water rights within the possession or control
of Sellers. Sellers represent and warrant that Sellers have not previously conveyed and are not retaining any water rights and agrees to execute such forms and other documents as may be reasonably necessary to effect the transfer of all of Sellers’ water rights appurtenant to or otherwise used in connection with the Property to the Buyer.

4.5 Purchase Price. At the Closing, Sellers will receive full payment of the Purchase Price.

4.6 Terms. Closing shall be subject to the satisfaction of the terms of this Agreement and all provisions of escrow instructions.

4.7 Sale Proceeds. The Parties agree that the sale proceeds upon the close of escrow shall be distributed entirely to W.G. Realty LLC.

5. Title Review.

5.1. Review of Title Documents. A Preliminary Title Report issued by Commonwealth Land Title Company dated July 17, 2017 ("Preliminary Title Report") is attached hereto as Exhibit 2.

Sellers will pay for all property taxes and any assessments collected with taxes through escrow.

Sellers will arrange for the Sybil Davis judgment (copy attached as Exhibit 6) to be removed as a cloud on title ("Davis Judgment"). If Sellers have not caused the Davis Judgment to be removed as a cloud on title prior to close of escrow to the satisfaction of Buyer, then the escrow holder is hereby instructed to place $50,000 of the sales proceeds into an interest bearing account to be held until escrow receives mutual written instructions executed by the Parties with regard to the $50,000. Sellers agree to defend, indemnify and hold harmless Buyer and the Granting Agencies from any claim or legal action filed by Sybil Davis or her heirs, successors or assigns regarding the Davis Judgment and/or the disposition of the Davis Judgment as provided herein.

Except for the property taxes and the Davis Judgment, Buyer agrees to accept all of the other Exceptions in Schedule B of the Preliminary Title Report issued by Commonwealth Land Title Company dated July 17, 2017.

5.2. Title Policy. At the Closing, Sellers will cause Escrow Holder to issue a standard CLTA owner’s title policy for the Property, in a form reasonably satisfactory to the Buyer, in the amount of the Purchase Price, together with an endorsement to such policy specifically insuring that the Property is in compliance with such endorsements as are reasonably required by the Buyer (collectively, the "Policy of Title Insurance").
6. **Representations, Warranties and Covenants of Sellers.** Sellers represent, warrant, and covenant to the Buyer that each of the following is true as of the Agreement Date and Closing Date:

6.1. **Violations.** Sellers have not received notice of and have no knowledge of any violation of any federal, state, county or other governmental or quasi-governmental statute, ordinance, regulation, law or administrative or judicial order with respect to the Property.

6.2. **Suits.** There is no action, suit or proceeding that is pending or, to Sellers knowledge, threatened against the Property or any portion thereof relating to or arising out of the ownership or use of the Property, or any portion thereof, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency or other governmental instrumentality.

6.3. **Off-Title Issues.** Except for such matters of record as are disclosed in the Title Commitments: (i) there are no outstanding contracts made by Sellers for any improvements to the Property that have not been fully paid for or will survive the Closing; (ii) there will be no actual or impending mechanics’ or material person’s liens arising from any labor or materials furnished to the Property and no unpaid bills or claims; and (iii) there are no rights (including option rights) to purchase or lease the Property or any portion thereof that are held or claimed by any person or entity.

6.4. **Authority.** Sellers are the sole owners of the Property, and all documents executed by Sellers that are to be delivered to Escrow Holder are or at the time of the Closing will be duly authorized, executed and delivered by Sellers, are or at the time of the Closing will be legal, valid, and binding obligations of Sellers, are and at the time of the Closing will be sufficient to convey title (if they purport to do so), and do not and at the time of the Closing will not violate any provisions of any agreement or judicial order to which Sellers is a party or to which Sellers or any portion of the Property is subject.

6.5. **Foreign Person.** Sellers are not "foreign persons" within the meaning of Section 1445(f)(3) of the Internal Revenue Code and are California resident or have a permanent place of business in California, as defined on the California Form 593-C.

6.6. **Hazardous Materials.** Sellers have not received any written notice of any: (i) proceedings or claims by any governmental authority or other person that there are now or have there been any hazardous wastes, materials or substances (as said terms are defined in any applicable federal, state or county laws) (collectively, "Hazardous Materials") located on or within any portion of the Property; (ii) enforcement, clean-up, removal or other governmental or regulatory actions instituted or threatened pursuant to any applicable federal, state or local laws or ordinances relating to any Hazardous Materials and
affecting the Property, or any portion thereof; (iii) claims made or threatened by any person or entity against Sellers or the Property, or any portion thereof, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials; (iv) underground storage tanks located on the Property and now or formerly used for the storage or containment of any Hazardous Materials, including any petroleum products or by-products; or (v) proceedings or claims by any governmental authority or other person that Sellers or the Property are in violation of any Environmental Law (the term "Environmental Law" includes, without limitation, any federal, state, local or administrative agency statute, regulation, rule, ordinance, order or requirement relating to pollution, protection of human health, the environment or Hazardous Materials).

6.7. **Condemnation.** There is presently no pending condemnation or, to Sellers knowledge, no contemplated condemnation of the Property or any part thereof.

6.8. **Sellers' Information.** Pursuant to Section 12, Sellers will provide or have provided all of Sellers' Information (as defined below) to the Buyer.

6.9. **Agreements.** There are no construction, management, leasing, service, equipment, supply, maintenance or concession agreements with respect to the Property.

6.10. **Government Farm Programs.** The Property is not enrolled in the Agricultural Market Transition Act Program, the Conservation Reserve Program, the Wetland Reserve Program or any other program of the United States Department of Agriculture. The Property is not subject to any government cost-share contracts or other agreements that restrict either the use of the Property or the modification of any improvements on the Property.

6.11. **Broker’s Commission.** Sellers are not real estate brokers with regard to this transaction, and Sellers have not contracted with any broker or finder with regard to this transaction.

6.12. **Notice of Developments.** Sellers shall make commercially reasonable efforts to avoid any of their representations and warranties becoming inaccurate between the date hereof and the Closing Date. Sellers will give prompt written notice to the Buyer of any adverse development resulting in the breach or material inaccuracy of any of its representations and warranties in this Agreement. If any representation or warranty of Sellers becomes inaccurate between the date hereof and the Closing Date notwithstanding the reasonable efforts of Sellers, the Buyer shall have no obligation to consummate the Closing, but, if the Buyer elects to waive in writing the inaccuracy of such representation and warranty, the representation and warranty relating thereto shall be deemed to be amended, qualified, supplemented and corrected by the information contained in the notice. Within five (5) business days of receipt of
notice from Sellers of any event resulting in any representation and warranty becoming inaccurate, Buyer must either elect to terminate this Agreement, or it will be deemed to have waived the inaccuracy of such representation and warranty for all purposes. In the event the Buyer elects to terminate this Agreement, as described in the immediately preceding sentence, all payments, if any, made by the Buyer, will be refunded and reimbursed to the Buyer immediately by Escrow Holder and, in the absence of Sellers or the Buyer’s breach of this Agreement, neither party will have any further right or obligation with regard to the purchase and sale of the Property.

6.13 Documents. The Preliminary Documents (as defined in Section 8.7 of this Agreement) delivered by Sellers to Buyer are all the material Preliminary Documents concerning the Property in Sellers possession or under its control.

6.14 Governmental Action. Sellers have received no written notice of, any plan, study, or effort by any agency or party regarding the Property or any portion of it for its current use, or of any, intended public improvements that would result in any charge being levied against, or any lien assessed on, the Property. Sellers have received no written notice of any existing, proposed, or contemplated plan to widen, modify, or realign any street or highway contiguous to the Property.

6.15 Assessments, Nuisance. Sellers have received no written notice of any currently pending or contemplated special assessments or proceedings to demolish the Property or any part of it, or any proceedings to declare the Property or any part of it a nuisance.

6.16 Foreign Person. Sellers are not foreign persons and are "United States Persons" as such term is defined in § 7701(a)(30) of the Internal Revenue Code of 1986, as amended.

6.17. Grazing. Sellers represent and warrant that all grazing on the Property, if any, by livestock will be discontinued on or before the Closing Date. Sellers also represent and warrant that there are no agreements, leases or other legally binding documents which allow any person or entity to use the Property for grazing.

6.18 Effect of Representations and Warranties. Each representation and warranty in this Section 6 (a) is material and being relied on by the Buyer; (b) is true in all material respects as of the Agreement Date; (c) and will survive the Closing hereunder for sixty (60) calendar days.

7. As Is Purchase

The Buyer acknowledges and agrees that it is purchasing the Property based solely upon the Buyer’s inspection and investigation of the Property and all documents related thereto, or its opportunity to do so, and except for the
express representations and warranties set forth in this Agreement, the Buyer is purchasing the Property in an “AS IS, WHERE IS” condition, without relying upon any representations or warranties, express, implied or statutory, of any kind.

Without limiting the above, the Buyer acknowledges that neither Sellers, except as expressly set forth in this Agreement, nor any other party has made any representations or warranties, express or implied, on which the Buyer is relying as to any matters, directly or indirectly, concerning the Property including, but not limited to, the land, the square footage of the Property, improvements and infrastructure, if any, development rights and exactions, expenses associated with the Property, taxes, assessments, bonds, permissible uses, title exceptions, water or water rights, topography, utilities, zoning of the Property, soil, subsoil, the purposes for which the Property is to be used, drainage, environmental or building laws, rules or regulations, toxic waste or Hazardous Materials or any other matters affecting or relating to the Property. The Buyer hereby expressly acknowledges that no such representations have been made. The closing of the purchase of the Property by the Buyer hereunder shall be conclusive evidence that (1) the Buyer has fully and completely inspected (or has caused to be fully and completely inspected or had the opportunity to fully inspect) the Property, (2) the Buyer accepts the Property in its existing condition as being suitable for the Buyer’s purposes, and (3) the Property fully complies with Sellers’ covenants and obligations hereunder.

Without limiting the generality of the foregoing, the Buyer shall perform and rely solely upon its own investigation concerning its intended use of the Property, the Property’s fitness therefore, and the availability of such intended use under applicable statutes, ordinances, and regulations. The Buyer further acknowledges and agrees that Sellers cooperation with the Buyer in connection with the Buyer’s due diligence review of the Property, whether by providing documents, or permitting inspection of the Property, shall not be construed as any warranty or representation, express or implied, of any kind with respect to the Property, or with respect to the accuracy, completeness, or relevancy of any such documents.

8. **Conditions Precedent.** The following will be conditions precedent to the Buyer’s obligation to acquire the Property at the Closing:

8.1. **Title Policy.** The issuance by Escrow Holder as of the Closing Date of the Policy of Title Insurance as required by Section 5 of this Agreement showing title to the Property vested in the Buyer subject only to those matters approved, or deemed approved, by the Buyer pursuant to Section 5.

8.2. **Sellers Compliance.** Sellers compliance with each of their obligations, covenants and agreements set forth in this Agreement.
8.3. **Proceedings.** No administrative or judicial proceeding will have commenced as of the Closing Date that seeks to prevent or restrain the consummation of the transaction contemplated by this Agreement or that would adversely affect the Property or its use.

8.4. **Physical and Environmental Condition.** The Buyer will be satisfied, in its sole and absolute discretion, with the physical and environmental condition of the Property.

8.5. **Approval.** The Buyer’s Board of Directors will have authorized the transaction contemplated by this Agreement.

8.6. **Funding.** Sellers acknowledge that the purchase money for the Property is to be provided by the Grant Funds as identified in Section 3 of this Agreement. If any of the granting agencies to not deposit the full amount of their respective grants into escrow, then Buyer is not obligated to purchase the Property.

8.7. **Sellers’ Delivery of Documents.** Buyer’s obligation to purchase the Property is expressly conditioned on Sellers delivering to Buyer all documents listed below in Sections 8.7.1 to 8.7.3 (collectively “Preliminary Documents”). Sellers must deliver to Buyer all Preliminary Documents within fifteen (15) days after the Effective Date.

8.7.1. **Materials Related to Condition of the Property.** Any environmental impact reports, “Phase I” and “Phase II” reports, or environmental site assessments concerning hazardous materials on the Property, complaints or notices of the presence of hazardous materials on the Property, geological surveys, soil tests, groundwater tests, engineering reports, inspection results, inspection reports, complaints, or notices received regarding the safety and condition of the Property in the possession of Sellers.

8.7.2. **Litigation Materials.** All materials related to pending or threatened litigation, or litigation that was pending or threatened during the period of Sellers ownership of the Property, involving the Property or the Sellers on account of its ownership of the Property, including correspondence, complaints, court orders, settlements, and judgments in the possession of Sellers.

8.7.3 **Natural Hazard Disclosure Report.** If required by law, a Natural Hazard Disclosure Report.

8.8. **Approval of Title.** Buyer’s obligation to purchase the Property is expressly conditioned on Buyer’s approval of the condition of title of the Property in accordance with the procedures set forth in Section 5 of this Agreement.
8.9. **Physical Condition.** Approval by Buyer of the physical condition of the Property.

8.10. **Grant Funds.** Buyer’s obligation to purchase the Property is conditioned on Buyer obtaining, before the Closing Date, the Grant Funds set forth in Section 3.

8.11. **Government Approval.** Buyer’s obligation to purchase the Property is conditioned on Buyer obtaining all government approvals necessary for Buyer’s intended use of the Property for passive recreational activities, including but not limited to hiking, jogging, bicycling, horseback riding and nature viewing.

8.12. **Termination for Failure of Contingency.** This Agreement may be terminated by Buyer for failure of any contingency set forth in this Agreement and may be terminated by Sellers for failure of any contingency set forth in this Agreement. Any cancellation fee or other costs of the Escrow Holder or the Title Company resulting from this termination for failure of a contingency will be borne equally by Sellers and Buyer, and each party must pay its own expenses.

8.13. **Ownership of Property.** Buyer’s obligation to purchase the Property is conditioned upon a written instruction to escrow executed by the Parties that: (1) the Parties agree that there are no owners of the Property other than the owners identified in Recitals A and B or (2) the Parties agree there are other owners of the Property than the owners identified in Recitals A and B and that such other owners and the Parties have signed an amendment to this Agreement confirming their agreement to the terms of this Agreement and that such executed amendment is attached to the written escrow instruction. The foregoing conditions in this Section 8 are solely for the benefit of the Buyer, and the Buyer may waive any of these conditions or the performance by Sellers of any of Sellers’ obligations; provided, however, that any such waiver must be in a writing signed by the Buyer.

9. **Taxes.** Taxes, assessments and bonds payable during or attributable to the year in which the Closing occurs will be prorated as of the Closing. If there is an error in the proration of any taxes, assessments or bonds at the Closing or if a supplemental tax bill affecting the Property during Sellers’ ownership of the Property is issued after the Closing, Sellers will be obligated to pay any taxes, assessments and bonds due by Sellers promptly upon presentation of a bill.

10. **Survival; Remedies.**

10.1 **Survival.** All of the representations and warranties of any party hereto contained in this Agreement and the liabilities and obligations of the Parties with respect thereto shall survive the Closing hereunder for sixty (60) calendar days. The covenants and agreements contained in this Agreement and the certificates and other documents delivered pursuant to this Agreement that
by their terms are performable after the Closing shall survive the Closing to the extent applicable. Such representations, warranties, covenants and agreements contained herein are exclusive, and the Parties hereto confirm that they have not relied upon any other representations, warranties, covenants and agreements as an inducement to enter into this Agreement or otherwise.

10.2 Indemnification by Sellers. Sellers agree that they will indemnify, defend (as to third party claims only) by counsel acceptable to the Buyer in its reasonable discretion, protect and hold harmless the Buyer, its directors, officers, employees, members and agents after the Closing Date from and against all losses, claims, damages, penalties, liabilities, demands, costs and expenses, including litigation costs and attorneys fees incurred as a result of: (a) any breach of the representations and warranties of Sellers set forth herein or in any certificate delivered pursuant hereto by Sellers; or (b) breach of any agreement or covenant on the part of Sellers made in this Agreement. The obligations of this Section 10.2 shall survive termination of this Agreement and the Closing, as applicable.

10.3 Indemnification by the Buyer. The Buyer agrees that it will indemnify, defend (as to third party claims only) by counsel acceptable to Sellers in their reasonable discretion, protect and hold harmless Sellers, their directors, officers, employees, members and agent after the date of this Agreement from and against all losses, claims, damages penalties, liabilities, demands, costs and expenses, including litigation costs and attorneys fees incurred as a result of: (a) any breach of the representations and warranties of the Buyer set forth herein or in any certificate delivered pursuant hereto by the Buyer; or (b) breach of any agreement or covenant on the part of the Buyer made in this Agreement. The obligations of this Section 10.3 shall survive termination of this Agreement and the Closing, as applicable.

11. Preservation of the Property. Sellers acknowledge that the Buyer intends to use the Property, in whole or in part, as a natural area or similar use. Sellers covenant and agree that until and through the Closing Date (or earlier termination hereunder), Sellers will refrain from and will not actively permit any use of the Property or the natural resources on the Property for any purpose or in any manner that would adversely affect the Buyer's intended use of all or part of the Property as a natural area or similar use. Sellers covenant and agree that, on and after the Agreement Date and until and through the Closing Date, Sellers will not create any leases, licenses, easements, tenancies, possessions, rights of way, or other rights to use or occupy any portion of the Property, whether of record, prescriptive, or otherwise not of record with respect to the Property. In the event that (i) Sellers will fail to refrain from or will actively permit use of the Property for any purpose or in any manner that would adversely affect the Buyer's intended use of the Property, or (ii) loss or damage occurs to the Property at any time prior to the Closing: (a) the Buyer may, without liability, refuse to accept the conveyance of the Property, in which
event all payments made by the Buyer, will be refunded and reimbursed to the Buyer immediately by Escrow Holder, and Sellers will pay any escrow cancellation fees due to Escrow Holder; or (b) alternatively, the Buyer may elect to accept conveyance of the Property. Sellers will deliver possession of the Property to the Buyer at the Closing.

12. **Investigation of the Property and Delivery of Sellers’ Information.**

12.1. **Investigation.** During the term of this Agreement, the Buyer through its employees, agents and consultants may enter upon the Property to inspect and make such tests (including soils tests), surveys, studies and other investigations of the physical or environmental condition of the Property as the Buyer deems appropriate, including, without limitation, acreage, topographical conditions and configurations, soils, existing fill, drainage, hydrology, surface and groundwater quality and quantity, the availability of utilities, water and water rights, purposes for which the Property is suited, access to public roads and making an environmental assessment of the soils, waters and improvements on the Property. The Buyer will Indemnify Sellers and hold Sellers harmless from any claim, cost, loss, penalty, liability, demand, expense or damage, including, without limitation, reasonable attorneys’ fees, incurred by Sellers due to physical damage to the Property or the property of any third party or injury to any person resulting solely from the Buyer’s inspections or tests and not attributable to Sellers’ negligence or intentional act or omission.

12.2. **Sellers’ Information.** Sellers will deliver to the Buyer within fifteen (15) business days following the Agreement Date the following (collectively, the “Sellers’ Information”): (i) copies of all soils and geotechnical reports, maps, surveys, archaeological studies, reports relating to the presence or absence of toxic or hazardous materials on the Property, or any other engineering reports, data or studies that are in Sellers’ possession; and (ii) any information, documents, leases or studies in Sellers’ possession relating to the development or operation or ownership of the Property, the status and nature of any assessment districts and the amount of any assessment liability, governmental permissions or entitlements, and the conformity of the Property with planning, zoning, subdivision and development statutes, ordinances, regulations and permits.

12.3. **Condition of the Property.** The Buyer may, in its sole and absolute discretion, elect to terminate this Agreement at any time prior to Closing by written notice to Sellers and Escrow Holder if the condition of the Property is unacceptable to the Buyer. In the event of such termination, all payments made by the Buyer, if any, will be refunded and reimbursed to the Buyer immediately by Escrow Holder.

13. **Costs and Fees.** All costs associated with the sale of the Property including, but not limited to title and escrow fees the premium for the Policy of Title Insurance will be paid by Buyer.
14. **Affidavits.** Sellers will furnish the Buyer at or prior to the Closing with:

14.1. **Federal.** A duly executed nonforeign affidavit in the form attached to this Agreement as Exhibit 7 pursuant to Section 1445(b)(2) of the Internal Revenue Code, and on which the Buyer is entitled to rely, that Sellers are not "foreign persons" within the meaning of Section 1445(f)(3) of the Internal Revenue Code; and

14.2. **State.** A duly executed Form 593-C in the form attached to this Agreement as Exhibit 8.

15. **Notices.** Any notice that either party desires or is required to give to the other party under this Agreement will be in writing and will be sent to the following relevant address by email and U.S. Mail.

**If to the Buyer**
- Rancho Simi Recreation and Park District
- Larry Peterson, District Manager
- 1692 Sycamore Drive
- Simi Valley, CA 93065
- Email: larry@rspd.us
- Telephone: 805-584-4406

**If to the Sellers**
- W.G. Realty LLC
- Mark Joncich
- 901 Calle Nuevo
- San Clemente, CA 92673
- Email: mark.joncich@bio-dynamicsinc.com
- Telephone: 949-331-8683

**With a copy to:**
- Brian A. Pierik
- District Counsel
- Burke, Williams & Sorensen
- 2310 E. Ponderosa Dr. Suite 25
- Camarillo, CA 93010
- Email: bpierek@bwslaw.com
- Telephone: 805-987-3468

**With a copy to:**
- Mark Neiswender
- Counsel to W.G. Realty LLC
- Law Ofc Rodger Maynes
- 1 Ridgegate Dr., Ste. 135
- Temecula, CA 92590
- Email: msneiswender@gmail.com

Either party may, from time to time, by written notice to the other, designate a different address which will be substituted for the one above specified.

16. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, Interests, or obligations hereunder without the prior written approval of the other party.
17. **Certification Regarding Material Support And Resources To Terrorists.**

17.1. Sellers certify:

17.1.1. Sellers will take all reasonable steps to ensure that Sellers do not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.

17.1.2. Before providing any material support or resources to an individual or entity, Sellers will consider all information about that individual or entity of which it is aware or that is available to the public.

17.1.3. Sellers will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

17.2 For purposes of this Certification:

17.2.1. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

17.2.2. "Terrorist act" means:

17.2.2.1. an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: http://untreaty.un.org/English/Terrorismasp); or

17.2.2.2. an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or

17.2.2.3. any other act intended to cause death or serious bodily Injury to a civilian, or to any other person not taking an active part In hostilities in a situation of armed conflict, when the purpose of such act, by Its nature or context, is to Intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

17.2.3. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

In the event that any material misrepresentation in this Certification is discovered during the term of this Agreement, the Buyer may elect to declare
this Agreement null and void and immediately terminate this Agreement and/or may elect to pursue the remedies provided in Section 9. In the case of an Intentional material misrepresentation, the Buyer may, at its option, recover damages resulting from the termination.

18. **Exhibits.** The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

**Exhibit 1:** Judgment in the case of W.G. Realty v. Donald Henry, et. al. dated May 9, 2005

**Exhibit 2:** Aerial Photograph of parcels 646-0-170-040 and 649-0-010-415.

**Exhibit 3:** Preliminary Title Report prepared by Commonwealth Land Title Company dated as of February 1, 2017 at 7:30 am.

**Exhibit 4:** Grant Deed

**Exhibit 5:** Trail Easement Deed

**Exhibit 6:** Sybil Davis Judgment filed November 26, 2003

**Exhibit 7:** Certificate of Non-Foreign Status

**Exhibit 8:** Withholding Exemption Certificate (California Form 593-C)

**Exhibit 9:** IRS Form 8283 Noncash Charitable Contributions

19. **No Section 1031 Exchange by Sellers.** Sellers represent, warrant and covenant to the Buyer that Sellers will not consummate the exchange of all or any portion of the Property as part of a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code.

20. **Tax Deduction Claim by Sellers.** The Buyer has inquired of Sellers whether Sellers, in connection with the transaction contemplated by this Agreement, plan to claim any income tax deduction based on an assertion that the value of the Property is higher than the Purchase Price (sometimes known as a “bargain sale”) or for any other reason. Sellers represent, warrant, and covenant to the Buyer that Sellers do intend to seek a tax deduction with respect to any bargain sale that might be involved in the transaction contemplated by this Agreement. Sellers thus agree that they will be responsible for completing all documentation required to claim a bargain sale deduction at the federal, state, or local level, including having the appraiser sign any IRS Form 8283 in support of their claimed deduction. Buyer agrees to deliver to Sellers an appraisal of the Property before Closing. If Buyer is deemed to be a qualified organization under Section 170(c) of the Internal Revenue Code (26 U.S. Code § 170(c)), then Buyer will sign an IRS Form 8283
in support of Sellers’ claimed deduction. A copy of IRS Form 8283 is attached to this Agreement as Exhibit 9 for reference. Sellers acknowledge that neither the Buyer or the Granting Agencies nor any of their employees or agents have made any representation or warranty concerning the tax consequences of the transaction contemplated by this Agreement. Sellers represent and warrant that Sellers have not relied on any representation or warranty concerning the tax consequences of this specific transaction by Buyer or the Granting Agencies and that Sellers shall seek their own professional advice regarding such tax consequences and that Sellers are relying exclusively on Sellers’ own tax and financial advisors for such tax advice and that Sellers will hold the Buyer and the Granting Agencies harmless in the event of any future assessment of tax liability by any taxing authority with respect to the transaction involved with this Agreement. Sellers agree to waive all claims of any kind against Buyer and the Granting Agencies in connection with any tax liability of Sellers with respect to the transaction involved with this Agreement. Sellers agree to release Buyer and the Granting Agencies from any claims regarding Sellers’ bargain sale deduction and Sellers’ tax liability with respect to the transaction involved with this Agreement.

21. **Closing Conditions.** If any of these Closing Conditions in this Section 22 are inconsistent with the other closing conditions ("Other Closing Conditions") elsewhere in this Agreement, then the Other Closing Conditions" shall control.

21.1. **Buyer’s Closing Conditions.** All obligations of Buyer under this Agreement are subject to the fulfillment, before or at the Closing, of each of the following conditions ("Buyer’s Closing Conditions"). Buyer’s Closing Conditions are solely for Buyer’s benefit, and any or all of Buyer’s Closing Conditions may be waived in writing by Buyer in whole or in part without prior notice.

21.1.1. **Title.** It is a Buyer’s Closing Condition that, on the Closing Date, Sellers convey to Buyer insurable title to the Property by execution and delivery of a grant deed ("Deed") to Buyer, and cause to be delivered to Buyer a Title Policy as provided in Section 5.2 of this Agreement.

21.1.2. **Liens.** Buyer must have received a certified report, with copies of all documents, satisfactory to Buyer and Buyer’s counsel, from the Title Company or a reputable lien search company indicating that there are no personal property liens of record on file with the Secretary of State of California, other than those that will be discharged at the Closing, as of a date no more than ten (10) Business Days before the Closing Date, and a confirmation dated no more than one (1) Business Day before the Closing Date that no further liens have been filed since the date of the certified report. Also, Buyer must have received a verified report, satisfactory to Buyer and Buyer’s counsel, from the Title Company or a reputable lien search company, indicating that there are no federal or state tax liens of record against the Property and on file with the respective agencies as of a date no more than ten (10) Business
Days before the Closing Date.

21.1.3. **Sellers’ Representations, Warranties, and Covenants.** The representations and warranties of Sellers in this Agreement must be true in all material respects on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of the Closing Date. Sellers must have performed and compiled with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it before or on the Closing Date. Buyer must have been furnished with a certificate of Sellers dated as of the Closing Date, certifying to the fulfillment of the foregoing conditions. Such certificate will have the effect of a representation and warranty of Sellers made on and as of the Closing Date.

21.1.4. **Grant Funds.** The Grant Funds have been disbursed into Escrow by the entities set forth in Section 3 subject to no conditions other than conveyance of the Property by Sellers to Buyer.

21.1.5. **Closing Documents.** Sellers must have delivered to Escrow the documents and funds they are required to deliver through Escrow at Closing.

21.1.6. **Physical Condition.** The physical condition of the Property must be substantially the same on the Closing Date as on the Agreement Date, reasonable wear and tear excepted.

21.1.7. **Adverse Actions.** There will exist no actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings, pending or threatened, against Sellers or regarding the Property that would materially and adversely affect Sellers’ ability to perform their obligations under this Agreement or Buyer’s title to the Property, and there will exist no pending or threatened action, suit, or proceeding regarding the Sellers before or by any court or administrative agency that seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to, this Agreement or the consummation of the transactions contemplated by this Agreement.

21.1.8. **Hazardous Material.** No Hazardous Materials will have been discovered on the Property that were not previously disclosed to Buyer or discovered by Buyer.

21.1.9. **No Material Change to Property.** No event will have occurred nor will any condition have arisen after that as of the Closing Date materially and adversely affects all or any part of the Property or its current or prospective operation, use, value, or occupancy.

21.1.10. **Consents.** All necessary agreements and consents of all Parties to consummate the transaction contemplated by this Agreement will
have been obtained and furnished by Sellers to Buyer.

21.1.11. **Government Approvals.** Buyer will have obtained all
government approvals necessary for Buyer’s intended use of the Property for
passive recreation activities, as set forth in the Conservation Easement Deed.

21.1.12. **Buyer’s Contingencies.** All contingencies have been
approved or waived by Buyer.

21.2. **Sellers’s Closing Conditions.** Sellers’ obligation to sell the Property
is expressly conditioned on the fulfillment of each condition precedent at or
before the Closing (“Sellers’s Closing Conditions”). Sellers’s Closing Conditions
are solely for Sellers’ benefit and any of Sellers’s Closing Conditions may be
waived in writing by Sellers in whole or in part without prior notice.

21.2.1. **Approval of Contingencies.** It is a Sellers’ Closing
Condition that Buyer must have acknowledged its approval or waiver of all
contingencies as required by this Agreement.

21.2.2. **Purchase Price.** Buyer must have delivered the
Purchase Price to Escrow.

21.2.3. **Delivery of Closing Documents and Funds.** Buyer must
have delivered to Escrow the documents and funds specified in this Agreement.

21.3 **Failure of Conditions to Closing.** If any of the conditions set forth in
this Agreement are not timely satisfied or waived, or if this Agreement is
otherwise terminated in accordance with the terms of this Agreement with
reference to the provisions of this Section, then:

21.3.1 This Agreement and the rights and obligations of Buyer
and Sellers hereunder shall terminate, and this Agreement shall be of no further
force or effect, except for those matters which, by the express terms of this
Agreement, survive the termination of this Agreement; and

21.3.2 All documents deposited by Buyer shall be promptly
returned by or through Escrow Agent to Buyer, and all documents deposited by
Sellers shall be promptly returned by or through Escrow Agent to Sellers; and

21.3.3 All Grant Funds shall be returned to the entities which
issued the Grants.

22. **Closing.** If any of the Closing provisions in this Section 24 are
inconsistent with the other closing provisions ("Other Closing Provisions")
elsewhere in this Agreement, then the Other Closing Provisions” shall control.

22.1. **Escrow.** The Escrow will be opened with the Escrow Holder on the
execution of this Agreement. Buyer and Sellers will promptly on the Escrow
Holder's request execute such additional Escrow instructions as are reasonably required to consummate the transaction contemplated by this Agreement and are not inconsistent with this Agreement.

22.2. Closing Definitions.

22.2.1. Definition. The “Closing” means the exchange of money and documents as described in this Agreement, and will be deemed to have occurred when Sellers’ Deed to Buyer has been recorded, the Escrow Holder holds and can record and deliver the remaining documents described in this Agreement, the Title Company is irrevocably and unconditionally committed to issue the Title Policy, and Buyer has delivered the Purchase Price in immediately available funds to Escrow Holder.

22.2.2. Closing Date. Sellers and Buyer agree that the Closing will occur on or before the Outside Closing Date:

22.3. Sellers’ Deposit of Documents. Sellers must deposit into Escrow the following documents duly executed by Sellers in form and substance reasonably satisfactory to Buyer:

22.3.1. Deeds. The duly executed and acknowledged Grant Deed and Trail Easement Deed conveying the Property to Buyer subject only to the Permitted Exceptions;

22.3.2. Nonforeign Certification. Certificates required by § 1445 of the Internal Revenue Code of 1986, and the California Revenue and Taxation Code § 18662, executed by Sellers and in a form satisfactory to Buyer (Nonforeign Certification), to relieve Buyer of any potential transferee’s withholding liability under such statutes;

22.3.3 Sellers’ Proof of Power and Authority. Such proof of Sellers’ authority and authorization to enter into and perform under this Agreement, and such proof of power and authority of the individuals executing or delivering any instruments, documents, or certificates on behalf of Sellers to act for and bind Sellers as may reasonably be required by Buyer or the Escrow Holder; and

22.3.4. Additional Documents. Such additional documents, including written Escrow instructions consistent with this Agreement, as may be reasonably necessary or desirable to convey the Property in accordance with this Agreement.

22.4. Buyer’s Deposit of Documents and Funds. Buyer must deposit into Escrow the following funds and documents duly executed by Buyer in form and substance reasonably satisfactory to Sellers:

22.4.1. Purchase Price. The Purchase Price in accordance with
Section 3, plus or minus prorations as provided by this Agreement.

22.4.2. **Grant Funds.** Any duly executed documents as any entity described in this Agreement may require with respect the provision of the Grant Funds to Buyer for the purchase of the Property;

22.4.3. **Conveyance Documents.** Such documents, including written Escrow instructions consistent with this Agreement, as may be reasonably necessary or desirable for conveyance of the Property in accordance with this Agreement.

22.5. **Closing.** When the Escrow Holder receives all documents and funds identified in this Agreement, and the Title Company is ready, willing, and able to issue the Title Policy, then, and only then, the Escrow Holder will close Escrow by:

22.5.1. Recording the Grant Deed and the Trail Easement Deed;

22.5.2 Recording any documents required to be recorded by any entity providing the Grant Funds to Buyer for the purchase of the Property, if any;

22.5.3. Issuing the Title Policy to Buyer;

22.5.4. Delivering to Buyer copies of all recorded documents related to the transfer or encumbering of the Property, and a copy of Sellers’ Escrow Instructions; and

22.5.5. Paying the Purchase Price to Sellers, plus or minus prorations.

22.5.6. Thereafter, Escrow Holder will deliver signed closing statements showing all receipts and disbursements to Buyer and Sellers and will file with the Internal Revenue Service (with copies to Buyer and Sellers) the reporting statement required under Internal Revenue Code §6045(e).

22.6. **Prorations.** All receipts and disbursements of the Property will be prorated (with calculations being based on a 30-day month) as of 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase Price will be adjusted on the following basis:

22.6.1. **Property Taxes.** All real and personal property ad valorem taxes and special assessments, if any, whether payable in installments or not, including without limitation all supplemental taxes attributable to the period before the Closing Date for the calendar year in which the Closing occurs
will be prorated to the Closing Date, based on the latest available tax rate and assessed valuation.

22.7. Closing Costs. Closing costs will be allocated as follows:

22.7.1. Sellers will pay all costs associated with removing any debt encumbering the Property;

22.7.2. Escrow costs and title fees will be paid by Buyer;

22.7.3. Buyer will pay the cost of the CLTA Title Policy. If Buyer wishes to obtain an ALTA Title Policy, then Buyer shall be responsible for paying the cost of the ALTA Title Policies;

22.7.4. Buyer will pay any and all recording fees, including the cost of recording the Deed;

22.7.5. Buyer will pay any costs associated with obtaining the Grant Funds for the purchase the Property;

22.7.6. Buyer will pay any documentary transfer tax and any municipal transfer tax if due.

22.8. Brokergage Commissions. Buyer and Sellers each represents to the other that it has not engaged the services of any finder or broker and that it is not liable for any real estate commissions, broker’s fees, or finder’s fees which may accrue by means of the acquisition of the Property as described in this Agreement, or the negotiation and execution of this Agreement. Each party shall indemnify, defend, protect and hold the other party harmless from any and all claims based upon any assertion that such commissions or fees are allegedly due from the party making such representations.

22.9. Possession. Sellers will deliver exclusive right of possession of the Property to Buyer on the Closing Date.

23. Remedies for Default. If any of the remedies in this Section 23 are inconsistent with the other remedy provisions (“Other Remedy Provisions”) elsewhere in this Agreement, then the Other Remedy Provisions shall control.

23.1. Buyer’s Default. Buyer will be deemed to be in default under this Agreement (1) if Buyer fails, for any reason other than Sellers’ default under this Agreement or the failure of a condition precedent to Buyer’s obligation to perform under this Agreement, to meet, comply with, or perform any covenant, agreement, or obligation required on its part within the time limits and in the manner required in this Agreement, or (2) if a material breach of any representation or warranty (made by Buyer) has occurred by reason of Buyer’s actual fraud or intentional misrepresentation; provided, however, that no such
default will be deemed to have occurred unless and until Sellers have given Buyer written notice of this Agreement, describing the nature of the default, and Buyer has failed to cure such default within five (5) days after the receipt of such notice, but in any event before the Closing Date, unless such default occurs after Closing.

23.2 REMEDIES FOR BUYER’S DEFAULT: IF THE CLOSING FAILS TO OCCUR BECAUSE OF BUYER’S DEFAULT UNDER THE TERMS OF THIS AGREEMENT, BUYER WILL BE RESPONSIBLE FOR ALL CANCELLATION CHARGES REQUIRED TO BE PAID TO ESCROW HOLDER AND ANY ESCROW CHARGES. IN ADDITION, THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES WILL TERMINATE. THE SUM OF ONE HUNDRED DOLLARS ($100.00) WILL BE DEEMED LIQUIDATED DAMAGES FOR BUYER’S NONPERFORMANCE AS SELLEES’ SOLE AND EXCLUSIVE REMEDY AGAINST BUYER INCLUDING WITHOUT LIMITATION, SELLERS’ RIGHTS TO SEEK SPECIFIC PERFORMANCE OF THIS AGREEMENT AND TO RECEIVE DAMAGES FOR BUYER’S FAILURE TO PURCHASE THE PROPERTY, WHICH SUM WILL BE PRESUMED TO BE A REASONABLE ESTIMATE OF THE AMOUNT OF ACTUAL DAMAGES SUSTAINED BY SELLERS BECAUSE OF BUYER’S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY FROM THE NATIVE OF THIS TRANSACTION, IT IS IMPRACTICABLE AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT SELLERS WOULD SUSTAIN IF BUYER BREACHES SUCH OBLIGATION.

THE IMPRACTICABILITY AND DIFFICULTY OF FIXING ACTUAL DAMAGES IS CAUSED BY, WITHOUT LIMITATION, THE FACT THAT THE PROPERTY IS UNIQUE; GIVEN THE FOREGOING FACTS, AMONG OTHERS, BUYER AND SELLERS AGREE THAT LIQUIDATED DAMAGES ARE PARTICULARLY APPROPRIATE FOR THIS TRANSACTION AND AGREE THAT SAID LIQUIDATED DAMAGES MUST BE PAID IN THE EVENT OF BUYER’S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY, DESPITE ANY WORDS OR CHARACTERIZATIONS PREVIOUSLY USED OR CONTAINED IN THIS AGREEMENT IMPLYING ANY CONTRARY INTENT.

THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE §3373 OR § 3369 BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLERS UNDER CALIFORNIA CIVIL CODE §§ 1584, 1676, AND 1677. NOTHING IN THIS AGREEMENT WILL, HOWEVER, BE DEEMED TO LIMIT BUYER’S LIABILITY TO SELLERS FOR DAMAGES OR INJUNCTIVE RELIEF FOR BREACH OF BUYER’S INDEMNITY OBLIGATIONS OR FOR ATTORNEY FEES AND COSTS AS PROVIDED IN THIS AGREEMENT.

WE ACKNOWLEDGE THIS LIQUIDATED DAMAGES PROVISION:

SELLER’S INITIALS: ______________________

BUYER’S INITIALS: ______________________
23.3. Sellers’ Default. Sellers will be deemed to be in default under this Agreement (1) if Sellers fail, for any reason other than Buyer’s default under this Agreement or the failure of a condition precedent to Sellers’ obligation to perform under this Agreement, to meet, comply with, or perform any covenant, agreement, or obligation required on its part within the time limits and in the manner required in this Agreement, or (2) if a material breach of any representation or warranty (made by Sellers) has occurred because of Sellers’ actual fraud or intentional misrepresentation; provided, however, that no such default will be deemed to have occurred unless and until Buyer has given Sellers written notice of the default, describing its nature, and Sellers has failed to cure such default within five (5) days after receipt of such notice (but in any event before the Closing Date, unless such default occurs after Closing).

23.4. Remedies for Sellers’s Default. If Sellers default in their obligations under this Agreement to sell the Property to Buyer on the Closing Date through no fault of Buyer, then Buyer may, as its sole and exclusive remedy, terminate this Agreement. If, after the Closing Date, Buyer determines that Sellers has breached any representation or warranty set forth in this Agreement, then Buyer will have the right, subject to the limitations set forth in Section 7 or elsewhere in this Agreement, to bring an action for damages to Buyer. If this Agreement is terminated before the Closing Date for Sellers’ default, then, in addition to any remedy Buyer has under this Agreement, Sellers will reimburse Buyer for the costs incurred by Seller in conducting its Due Diligence.


24.1. Entire Agreement. This Agreement and all exhibits referred to in this Agreement constitute the complete, exclusive, and final statement of the terms of the agreement with respect to the sole property between buyer and Sellers and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement specifically supersedes any prior written or oral agreements between the Parties. The language in all parts of this Agreement will be construed as a whole in accordance with its fair meaning and without regard to California Civil Code § 1654 or similar statutes. No party has been induced to enter into this Agreement by, and no party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

24.2. Amendments and Waivers. No addition to or modification of this Agreement will be effective unless it is made in writing and signed by the party against whom the addition or modification is sought to be enforced. The party benefited by any condition or obligation may waive the same, but such waiver will not be enforceable by another party unless it is made in writing and signed by the waiving party.

24.3. Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance is adjudged by a court of
competent jurisdiction to be void or unenforceable for any reason, this fact will in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

24.4. No Merger. This Agreement, each provision of it, and all warranties and representations in this Agreement will survive the Closing and will not merge in any instrument conveying title to Buyer. All representations, warranties, agreements, and obligations of the Parties will, despite any investigation made by any party to this Agreement, survive Closing, and the same will inure to the benefit of and be binding on the Parties’ respective successors and assigns.

24.5. References. Unless otherwise indicated, (a) all Section references are to the sections of this Agreement, and (b) except where otherwise stated, all references to days are to calendar days. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls on a Saturday, Sunday, or California state holiday, such time for performance will be extended to the next Business Day. As used herein, “Business Day” means any day other than Saturday, Sunday, and California state holiday. The headings used in this Agreement are provided for convenience only and this Agreement will be interpreted without reference to any headings. The date of this Agreement is for reference purposes only and is not necessarily the date on which it was entered into.

24.6. Governing Law and Venue. This Agreement will be governed by the laws of the State of California applicable to contracts made by residents of the State of California and to be performed in California. The venue for any legal proceedings shall be the Superior Court of the State of California, County of Ventura.

24.7. Confidentiality and Publicity. Before the Closing, the Parties must at all times keep this transaction and any documents received from each other confidential, except to the extent necessary to (a) comply with applicable law and regulations, (b) carry out the obligations set forth in this Agreement or (c) obtain entitlements and/or financing for the Property. Any such disclosure to third Parties must indicate that the information is confidential and should be so treated by the third party. Before the Closing, no press release or other public disclosure may be made by either party or any of its agents concerning this transaction without the other party’s prior written consent.

24.8. Time. Buyer and Sellers hereby acknowledge and agree that time is strictly of the essence with respect to each term and condition of this Agreement and that the failure to timely perform any of the terms and conditions by either party shall constitute a breach and default under this Agreement by the party failing to perform.
24.9. **Assignment.** This Agreement will inure to the benefit of and be
binding on the Parties to this Agreement and their respective successors and
assigns. Buyer will have the right to assign all or any portion of its interest in
this Agreement provided that Buyer gives written notice of such assignment to
Sellers before the Closing Date.

24.10. **No Third Party Beneficiaries.** Other than specifically set forth in
this Agreement, or any Exhibit attached hereto, nothing in this Agreement,
express or implied, is intended to confer any rights or remedies under or by
reason of this Agreement, on any person other than the Parties to it and their
respective permitted successors and, assigns, nor is anything in this Agreement
intended to relieve or discharge any obligation of any third person to any party
to this Agreement or give any third person any right of subrogation or action
over against any party to this Agreement.

24.11. **Remedies Exclusive.** The remedies set forth in this
Agreement shall be the sole and exclusive remedies of the Parties relating to
any breach of any representation, warranty, covenant or agreement contained
herein or relating to any other claim arising out of or relating to this Agreement
and/or the transactions contemplated hereby.

24.12. **Counterparts.** This Agreement may be executed in one or
more counterparts, each of which will be deemed an original, but all of which
together will constitute one and the same instrument.

24.13. **Interpretation.** Throughout this Agreement, (a) the plural
and singular numbers will each be considered to include the other; (b) the
masculine, feminine, and neuter genders will each be considered to include the
others; (c) “shall,” “will,” “must,” “agrees,” and “covenants” are each
mandatory; (d) “may” is permissive; (e) “or” is not exclusive; and (f) “includes”
and “including” are not limiting.

24.14. **Fees and Costs.** The Buyer and Sellers shall each bear their
own expenses in negotiating and preparing this Agreement.

24.15. **Miscellaneous.** The provisions of this Section 25.15 shall
control unless inconsistent with the other provisions of this Agreement. This
Agreement may be executed in several counterparts and all counterparts so
executed will constitute one agreement which will be binding on all of the
Parties, notwithstanding that all of the Parties are not signatory to the original
or the same counterpart. Time is of the essence in the performance of the
obligations under this Agreement. If any provision of this Agreement is held
invalid, the other provisions will not be affected by such invalidity. This
Agreement represents the entire agreement of the Parties and may not be
amended except by a writing signed by each party to this Agreement. Each
party to this Agreement warrants to the other that, if it is a business entity, it is
duly organized, validly existing and, if a business entity, qualified to do business
in the State of California, and that it and the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents. The obligations, covenants, indemnifications, representations, warranties and remedies set forth in this Agreement, including without limitation those set forth in Section 6, will not merge with the transfer of title but will remain in effect. Each party acknowledges that it and its counsel have reviewed and revised this Agreement and that no rule of construction that ambiguities are to be resolved against the drafting party will be employed in the interpretation of this Agreement. Each party will execute and deliver or cause to be executed and delivered all instruments reasonably required to convey the Property to the Buyer in the condition required under this Agreement and to vest in each party all rights, interests and benefits intended to be conferred by this Agreement. This Agreement will be governed by the laws of the State of California. If the due date for performing any action or obligation or for providing any notice under this Agreement falls on a Saturday, Sunday or federal or California legal holiday, the due date will be deemed to be the immediately following date that is not a Saturday, Sunday or federal or California legal holiday.

IN WITNESS WHEREOF, the duly authorized representatives of the Sellers and Buyer have executed this Agreement.

SELLERS:

W.G. REALTY LLC

By: ____________________________
   Mark W. Jonesch
   President Managing Partner

Date: 8/21/17
THE JONCICH FAMILY TRUST

By: John Joncich
Trustee

Date: 8-21-17

THE CATARINA GRAEC HARDY TRUST

By: Catarina Grace Hardy
Trustee

Date: 8-21-17

BUYER

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

By:
Kate O'Brien, Chair
Board of Rancho Simi Recreation and Park District

Date.
THE CATARINA GRACE-HARDY TRUST

By: ____________________________
    Catarina Grace-Hardy
    Trustee

Date: ____________________________

BUYER

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

By: ____________________________
    Kate O’Brien, Chair
    Board of Rancho Simi Recreation and Park District

Date: ____________________________
EXHIBIT 1
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

W.G. REALTY, et al.,

Plaintiffs,

vs.

DONALD W. HENRY, et al.,

Defendants.

Case No. SC 032136
(Proosed)

JUDGMENT

The above-captioned matter having come regularly for trial, evidence and argument
having been presented, the matter submitted for determination, and the Court having weighed
and considered the evidence and arguments of counsel,

IT IS ADJUDGED AND DECREED:

ON THE COMPLAINT:

1. Plaintiffs are granted a judgment quieting title to the below-detailed real properties
against all claims except for recorded utility easements and the stipulated judgments previously
entered in this case between Plaintiffs and the County of Ventura, and Plaintiffs and Sybil Anne
Davis.

2. Only the following entities currently have an undivided fractional ownership interest in
the below-detailed properties. The respective ownership shares are as follows:

   Regarding the roughly 213 acre parcel (the legal description appears hereafter):

   The Catarina Grace-Hardy Trust: 7.495%
The Joncich Family Trust 7.495%
W.G. Realty, LLC 85.010%

Regarding the roughly 166 acre parcel (the legal description appears hereafter):
The Catarina Grace-Hardy Trust 7.495%
The Joncich Family Trust 92.505%

3. In addition, the Court specifically finds that Defendant Alden has no right, title or
interest, including but not limited to a judgment lien, in the Ventura 450 property arising from his
Los Angeles Superior Court judgment against Don Henry.

ON THE CROSS-COMPLAINT:

4. All Cross-Complainant Alden's requests for remedies are denied, and the Court rules that
he should take nothing by way of his Cross-Complaint.

LEGAL DESCRIPTIONS OF THE PROPERTIES

1. Describing Assessors Parcel Number 646-0-170-040 and consisting of approximately 213
acres.

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

Parcel 0:

A portion 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, described as follows:

Beginning at a point in the northerly prolongation of the east line of Tract "A" of said Rancho
Simi at the point of intersection with the south line of Section 16, Township 2 north, range 17
west, Rancho Simi, as per map recorded in Book 3, page 2 of maps; thence, from said point of
beginning,

1st: East along said south line to an intersection with the 6th course as set out in Parcel 2 of
the land described in Deed recorded in Book 615, Page 350 of official records; hence,

2nd: Northeasterly along said 6th course to the terminus thereof; hence,
EXHIBIT 2
Commonwealth Land Title Company
888 S. Figueroa St
Suite 2100
Los Angeles, CA 90017
Phone: (800) 432-0706

Mountains Recreation and Conservation
570 W. Avenue 26 #100
Los Angeles, CA 90065
Attn: Desiree Valdez

Your Reference No:

Property Address: Vacant Land, Ventura, California

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**PRELIMINARY REPORT (V5)**

Dated as of July 17, 2017 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, Commonwealth Land Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

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

The policy(s) of title insurance to be issued hereunder will be policy(s) of Commonwealth Land Title Insurance Company.

*Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.*

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

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

ALTA Standard Owners Policy (6-17-06)
ALTA Extended Loan Policy (6-17-06)

The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE

Title to said estate or interest at the date hereof is vested in:

The Catarina Grace-Hardy Trust, a 7.495% interest;
The Joncich Family Trust, a 7.495% interest;
W. G. Realty, LLC, an 85.010% interest

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
EXHIBIT “A”

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1: INTENTIONALLY DELETED.

PARCEL 2: INTENTIONALLY DELETED.

PARCEL 3: INTENTIONALLY DELETED.

PARCEL 4: INTENTIONALLY DELETED.

PARCEL 5: INTENTIONALLY DELETED.

PARCEL 6: INTENTIONALLY DELETED.

PARCEL 7: INTENTIONALLY DELETED.

PARCEL 8: INTENTIONALLY DELETED.

PARCEL 9: INTENTIONALLY DELETED.

PARCEL 10: INTENTIONALLY DELETED.

PARCEL 11: INTENTIONALLY DELETED.

PARCEL 12:

A PORTION 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, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY PROLONGATION OF THE EAST LINE OF TRACT "A" OF SAID RANCHO SIMI AT THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SECTION 16, TOWNSHIP 2
NORTH, RANGE 17 WEST, RANCHO SIMI, AS PER MAP RECORDED IN 
BOOK 3, PAGE 2 OF MAPS; THENCE, FROM SAID POINT OF BEGINNING,

1ST: EAST ALONG SAID SOUTH LINE TO AN INTERSECTION WITH THE 
6TH COURSE AS SET OUT IN PARCEL 2 OF THE LAND DESCRIBED IN 
DEED RECORDED IN BOOK 615, PAGE 350 OF OFFICIAL RECORDS; 
THENCE,

2ND NORTHEASTERLY ALONG SAID 6TH COURSE TO THE TERMINUS 
THEREOF; THENCE

3RD NORTHWESTERLY IN A DIRECT LINE TO THE HOST SOUTHERLY 
CORNER OF SUSANA HIGHLANDS, AS PER MAP RECORDED IN BOOK 17, 
PAGE 41 OF MAPS, THENCE ALONG THE SOUTHWEST LINE OF SAID 
SUSANA HIGHLANDS,

4TH NORTH 32 DEG. 28' WEST 350 FEET, MORE OR LESS, TO THE MOST 
EASTERLY CORNER OF THE LAND DESCRIBED IN DEED TO SUSANA 
HATER COMPANY RECORDED IN BOOK 919, PAGE 256 OF OFFICIAL 
RECORDS; THENCE FOLLOWING THE BOUNDARY OF THE LAND LAST 
REFERRED TO, THE FOLLOWING 3 COURSES AND DISTANCES,

5TH SOUTH 57 DEG. 32' WEST 400 FEET; THENCE,

6TH NORTH 32 DEG. 28' WEST 285 FEET; THENCE,

7TH NORTH 57 DEG. 32' EAST 400 FEET TO THE SOUTHWEST LINE OF 
THE LAND DESCRIBED IN DEED TO SUSANA WATER COMPANY 
RECORDED IN BOOK 919, PAGE 258 OF OFFICIAL RECORDS; THENCE,

8TH NORTHWESTERLY ALONG SAID SOUTHWEST LINE TO AN ANGLE 
POINT THE SOUTHERLY LINE OF THE LAND DESCRIBED IN DEED TO 
GENE MORTIMER RECORDED IN BOOK 919, PAGE 260 OF OFFICIAL 
RECORDS, THENCE,

9TH WEST ALONG THE SOUTH LINE OF SAID LAND OF MORTIMER TO THE 
SOUTHWEST CORNER THEREOF; THENCE,

10TH NORTH ALONG THE WEST LINE OF THE LAND LAST REFERRED TO, 
TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN DEED TO G. 
LESLIE DAVIS AND WIFE, RECORDED IN BOOK 633, PAGE 646 OF 
OFFICIAL RECORDS; THENCE FOLLOWING THE BOUNDARY OF SAID 
LAND OF DAVIS THE FOLLOWING 2 COURSES AND DISTANCES,

11TH SOUTH 82 DEC. 47' WEST 121.34 FEET; THENCE,

12TH NORTH 69 DEG. 00' WEST 54.30 FEET; THENCE,
13TH IN A DIRECT LINE TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN DEED TO GENE MORTIMER RECORDED IN BOOK 737, PAGE 403 OF OFFICIAL RECORDS; THENCE,

14TH SOUTH 39 DEG. 59' WEST 300.63 FEET TO THE SOUTHWEST CORNER OF THE LAND LAST REFERRED TO; THENCE,

15TH SOUTH 75 DEG. 04' WEST 500 FEET; THENCE,

16TH WEST 250 FEET; THENCE,

17TH NORTHWESTERLY 200 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 257 OF SANTA SUSANA HILL NO. 2, AS PER MAP RECORDED IN BOOK 15, PAGE 18 OF MAPS; THENCE,

18TH WESTERLY ALONG THE SOUTHERLY LINE OF SAID SANTA SUSANA HILLS NO. 2 TO THE MOST EASTERLY CORNER OF THE LAND DESCRIBED IN PARCEL 3 IN DEED TO C. JENNINGS YOUNG, RECORDED IN BOOK 565 PAGE 355 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHEASTERLY AND SOUTHERLY LINES OF SAID LAND OF YOUNG

19TH SOUTH 33 DEG. 00' WEST 210.10 FEET; THENCE,

20TH WEST 46.31 FEET TO A POINT IN THE PROLONGATION OF THE EAST LINE OF TRACT "A" OF SAID SIMI RANCH; THENCE,

21ST SOUTH ALONG SAID LINE TO SAID POINT OF BEGINNING.

EXCEPT AN UNDIVIDED ONE-HALF (1/2) INTEREST IN AND TO ALL OIL, GAS, MINERAL AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND WITHOUT, HOWEVER, ANY RIGHT TO ENTER UPON THE SURFACE OF SAID LAND OR INTO THAT PORTION OF THE SUBSURFACE THEREOF LYING ABOVE A DEPTH OF FIVE HUNDRED (500) FEET MEASURING VERTICALLY FROM SAID SURFACE AS RESERVED BY ARNOLD CLEJAN AND KATHERINE L. CLEJAN, HUSBAND AND WIFE, IN DEED RECORDED OCTOBER 5, 1964.

Assessor’s Parcel Number: 646-0-170-040
SCHEDULE B – Section A

The following exceptions will appear in policies when providing standard coverage as outlined below:

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

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

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

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

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

6. Any lien or right to a lien for services, labor of material not shown by the Public Records.
File No: 08010413

SCHEDULE B – Section B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2017-2018.

B. Intentionally deleted.

C. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax Identification No.:</td>
<td>646-0-170-040</td>
</tr>
<tr>
<td>Fiscal Year:</td>
<td>2016-2017</td>
</tr>
<tr>
<td>1st Installment:</td>
<td>$486.62, delinquent</td>
</tr>
<tr>
<td>Penalty:</td>
<td>$48.66</td>
</tr>
<tr>
<td>2nd Installment:</td>
<td>$486.62, delinquent</td>
</tr>
<tr>
<td>Penalty and Cost:</td>
<td>$78.66</td>
</tr>
<tr>
<td>Homeowners Exemption:</td>
<td>None</td>
</tr>
<tr>
<td>Code Area:</td>
<td>84-032</td>
</tr>
</tbody>
</table>

Affects: Parcel 12

D. Said property has been declared tax-defaulted for non-payment of delinquent taxes for the fiscal year 2015-2016, and subsequent years

Amount to redeem by July 31, 2017 for the above-stated year (and subsequent years, if any) is $2,400.20.

Amount to redeem by August 31, 2017 for the above-stated year (and subsequent years, if any) is $2,429.16.

Affects: Parcel 12

E. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation Code of the State of California.

F. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.

1. Water rights, claims or title to water, whether or not disclosed by the public records.

2. Easement(s) in favor of the public over any existing roads lying within said Land.

3. Any claim that the true location of station 9 and station 10 of the Rancho Simi in other than as Shown on Map Entitled "Map of Boundary Line Between Los Angeles County and Ventura County From The Pacific Ocean To The Kern County Boundary", Filed As Miscellaneous Map D, Sheets 1, 2 And 3, In The Office of The County Recorder of Ventura County.

4. Any claim that any part of said land is not within the patent boundaries of the Rancho Simi or is not within the boundaries of the County of Ventura.

5. The Right of the public road over those portions of said land lying within Box Canyon Motorway.
6. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: April 15, 1925
Recording No: in Book 63, Page 184 of Official Records

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

Purpose: public utilities
Recording No: in Book 316, Page 144 of Official Records
Affects: Said land more particularly described therein


9. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: road
Recording Date: May 31, 1940
Recording No: in Book in Book 614, Page 616 of Official Records
Affects: Said land more particularly described therein

and Recording Date: October 26, 1950
and Recording No: in Book 962, Page 110 of Official Records

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

Purpose: Highway
Recording No: in Book 507, Page 469 of Official Records
Affects: Said land more particularly described therein

and Recording No: in Book 522, Page 98 of Official Records

Said instrument additionally contains the privilege and right to extend structures and excavation and embankment slopes beyond the limits where required for the construction and maintenance thereof.

A waiver in favor of the State of California of any claim for damage to said land by reason of the location, construction or maintenance of a said highway contiguous thereto, as contained in the above-mentioned Deeds.

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

Purpose: public road
Recording No: in Book 1109, Page 556 of Official Records
Affects: Said land more particularly described therein

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

Granted to: Southern California Edison Company, a Corporation
Purpose: public utilities, ingress and egress
Recording No: in Book 1576, Page 198 of Official Records
Affects: Said land more particularly described therein
13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company, a Corporation
Purpose: public utilities, ingress and egress
Recording No: in Book 1653, Page 539 of Official Records
Affects: Said land more particularly described therein

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

Granted to: Southern California Edison Company, a Corporation
Purpose: public utilities, ingress and egress
Recording No: in Book 1653, Page 549 of Official Records
Affects: Said land more particularly described therein

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

Granted to: Southern California Edison Company, a Corporation
Purpose: public utilities, ingress and egress
Recording No: in Book 1701, Page 539 of Official Records
Affects: Said land more particularly described therein

16. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: public utilities
Recording No: in Book 1753, Page 476 of Official Records
Affects: Said land more particularly described therein

17. An Action commenced July 20, 1961 Entitled "Callequess Mutual Water District Vs. Floyd E. Berry, Et Al.", to condemn a strip of land 20 feet wide therein designated as Parcel No. 5, a permanent subsurface right of way easement for a tunnel for aqueduct purposes, Case No. 46788, Superior Court. Notice of Pendency of said action was Recorded July 20, 1961 in Book 2025 Page 360 of Official Records.

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

Granted to: State of California
Purpose: to extend structures and excavation and embankment slopes
Recording No: in Book 2145, Page 366 of Official Records
Affects: Said land more particularly described therein

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

Granted to: Julia G. Smith et al
Purpose: ingress and egress
Recording No: in Book 593, Page 194 of Official Records
Affects: Said land more particularly described therein

and Recording No: in Book 4962, Page 187 of Official Records

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

Granted to: Pacific Bell
Purpose: public utilities, ingress and egress
Recording Date: March 19, 1985
Recording No: 26941 of Official Records
Affects: Said land more particularly described therein
21. Intentionally deleted.

22. Intentionally deleted.

23. Intentionally deleted.

24. Intentionally deleted.

25. Intentionally deleted.

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

   Granted to: County of Ventura
   Purpose: right of way
   Recording Date: April 29, 1992
   Recording No: 92-74875 of Official Records
   Affects: Said land more particularly described therein

   Said easement contains restrictions on the use, by the owners of said land, of the easement area as set out in said easement document.

27. An abstract of judgment for the amount shown below and any other amounts due:

   Amount: $50,000.00 plus other amounts
   Creditor: Sybil Anne Davis
   Date entered: November 26, 2003
   County: Ventura
   Court: Superior
   Case No.: SC032136
   Recording Date: November 26, 2003
   Recording No: 20031126-0447403 of Official Records

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

   Granted to: Southern California Edison Company, a Corporation
   Purpose: public utilities, ingress and egress
   Recording Date: December 6, 2004
   Recording No: 20041206-0323166 of Official Records
   Affects: Said land more particularly described therein

29. A Notice

   Entitled: Notice of Non-Compliance with Ventura County Well Ordinance No. 4184
   For: failure to obtain destruction permit and destroy abandoned well
   Executed by: County of Ventura
   Recording Date: March 11, 2004
   Recording No: 20040311-0063627 of Official Records

   Reference is hereby made to said document for full particulars.

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

   Granted to: Southern California Edison Company, a Corporation
   Purpose: public utilities, ingress and egress
   Recording Date: August 10, 2009
   Recording No: 20090810-00134175-0 of Official Records
   Affects: Said land more particularly described therein
31. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters shown on
Map: Record of Survey
Recording No: in Book 50, Page 18 of Record of Surveys

32. Any invalidity or defect in the title of the vestees in the event that the trust referred to herein is invalid or
fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms
and provisions of the trust instrument.

If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require
a Trust Certification pursuant to California Probate Code Section 18100.5.

The Company reserves the right to add additional items or make further requirements after review of the
requested documentation.

33. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by
the public records.

34. Any easements not disclosed by the public records as to matters affecting title to real property, whether or
not said easements are visible and apparent.

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

36. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of
said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

37. A Judgment Quieting Title:

Plaintiff: W. G. Realty, et al.
Defendant: Donald W. Henry, et al.
County: Ventura
Court: Superior Court
Filed: May 9, 2005
Case No.: SC 032136
Nature of Action: Quiet Title
Attorney: Law Office of Mark S. Neiswender
3241 Chicago Avenue
Riverside, CA 92507

Recording Date: April 11, 2017
Recording No: 20170411-00048459, Official Records

Affects: The herein described Land and other land.

38. Any right, interest or claim of the party(s) named below, as disclosed in a “Judgment”,

Recording Date: April 11, 2017
Recording No: 20170411-00048459, Official Records

Party(s): The Catarina Grace-Hardy Trust 7.495%;
The Joncich Family Trust 7.495%
W.G. Realty, LLC 85.010%
END OF SCHEDULE B EXCEPTIONS

PLEASE REFER TO THE "NOTES AND REQUIREMENTS SECTION" WHICH FOLLOWS FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION
REQUIREMENTS SECTION:

REQ NO. 1  In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): all parties

The Company reserves the right to add additional items or make further requirements after review of the requested Statement of Information.

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

REQ NO. 2: The Company will require that it be provided with either (i) a complete copy of the trust agreement and any amendments thereto certified by the trustee(s) to be a true and complete copy with respect to the hereinafter named trust, or (ii) a Certification, pursuant to California Probate Code Section 18100.5, executed by all of the current trustee(s) of the hereinafter named trust, a form of which is attached.

Trust: Catarina Grace Hardy Trust and Joncich Trust

REQ NO. 3  Unrecorded matters which may be disclosed by an Owner’s Affidavit or Declaration. A form of the Owner’s Affidavit/Declaration is attached to this Preliminary Report/Commitment. This Affidavit/Declaration is to be completed by the record owner of the land and submitted for review prior to the closing of this transaction. Your prompt attention to this requirement will help avoid delays in the closing of this transaction. Thank you.

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit/Declaration.

REQ NO. 4: The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: W.G. Realty, LLC

a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member

b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps

c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member

d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin

e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
REQ NO. 5 The Company will require the following documents for review prior to the issuance of any title insurance assurance predicated upon a conveyance or encumbrance by the suspended corporation or LLC named below:

Name of Corporation or LLC: W.G. Realty, LLC

a) A Certificate of Revivor
b) A Certificate of Relief from Voidability
c) Confirmation that there is no court order voiding the contract upon which the conveyance is based.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
INFORMATIONAL NOTES SECTION

NOTE NO. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.

NOTE NO. 2: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the company by wire transfer may be disbursed upon receipt. Funds deposited with the company via cashier’s check or teller’s check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with such financial institution, and the company shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.

NOTE NO. 3: Intentionally deleted.

NOTE NO. 4: Intentionally deleted.

NOTE NO. 5: Intentionally deleted.

NOTE NO. 6: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

NOTE NO. 7: The Company requires current beneficiary demands prior to closing. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:

a) If the Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.

b) If the Company cannot obtain a verbal update on the demand, we will either pay off the expired demand or wait for the amended demand, at our discretion.

c) All payoff figures are verified at closing. If the customer’s last payment was made within 15 days of closing, our Payoff Department may hold one month’s payment to insure the check has cleared the bank (unless a copy of the cancelled check is provided, in which case there will be no hold).

Typist: nb0/2sm
Date Typed: September 25, 2013; February 15, 2017; April 11, 2017; May 23, 2017; July 26, 2017
ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION

STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

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

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

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

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

3. Defects, liens, encumbrances, adverse claims or other matters:

(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant;

(d) attaching or created subsequent to Date of Policy;

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

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

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

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

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

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

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

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

6. Any lien or right to a lien for services, labor or material not shown by the public records.
CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.

   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

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

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

4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

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

LIMITATIONS ON COVERED RISKS

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

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

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

<table>
<thead>
<tr>
<th>Covered Risk</th>
<th>Your Deductible Amount</th>
<th>Our Maximum Dollar Limit of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>18</td>
<td>1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>19</td>
<td>1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>21</td>
<td>1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>
AMERICAN LAND TITLE ASSOCIATION  
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)  

EXCLUSIONS  
In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:  
1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:  
   - land use  
   - improvements on the land  
   - land division  
   - environmental protection  

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.  
2. The right to take the land by condemning it, unless:  
   - a notice of exercising the right appears in the public records  
   - on the Policy Date  
   - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking  
3. Title Risks:  
   - that are created, allowed, or agreed to by you  
   - that are known to you, but not to us, on the Policy Date – unless they appeared in the public records  
   - that result in no loss to you  
   - that first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks  
4. Failure to pay value for your title.  
5. Lack of a right:  
   - to any land outside the area specifically described and referred to in Item 3 of Schedule A  
   - in streets, alleys, or waterways that touch your land  

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.  

2006 ALTA LOAN POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE  
The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:  
1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:  
   (i) the occupancy, use, or enjoyment of the Land;  
   (ii) the character, dimensions, or location of any improvement erected on the Land;  
   (iii) the subdivision of land; or  
   (iv) environmental protection;  

or the affect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.  
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.  
3. Defects, liens, encumbrances, adverse claims, or other matters  
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;  
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;  
   (c) resulting in no loss or damage to the Insured Claimant;  
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or  
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.  
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.  
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.  
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is  
   (a) a fraudulent conveyance or fraudulent transfer, or  
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.  
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).  
The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:  

EXCEPTIONS FROM COVERAGE  

Attachment One (Revised 06-03-11)  
CA, NV, HI and Guam  

Page 18
This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

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

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

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

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

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

6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

EXCLUSIONS FROM COVERAGE

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

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

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

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

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

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

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

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

EXCEPTIONS FROM COVERAGE

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

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

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

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

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

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

6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

EXCLUSIONS FROM COVERAGE

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

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

Attachment One (Revised 06-03-11)
CA, NV, HI and Guam
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(e), 13(d), 14 or 16.

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

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

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

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

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

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

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

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

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

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

**FNF Underwritten Title Company**
LTC – Lawyers Title Company

**FNF Underwriter**
CLTIC – Commonwealth Land Title Insurance Co.

Available Discounts

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

**EMPLOYEE RATE (LTC and CLTIC)**
No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary or affiliated title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

Notice of Available Discounts  
Mod. 10/21/2011
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Order No. 08010413
APN: 646-0-170-040

CERTIFICATION OF TRUST
California Probate Code Section 18100.5

The undersigned declare(s) under penalty of perjury under the laws of the State of California that the following is true and correct:

1. The Trust known as ____________________________ executed on ______________________, is a valid and existing trust.

2. The name(s) of the settlor(s) of the Trust is (are): ____________________________

3. The name(s) of the currently acting trustee(s) is (are): ____________________________

4. The trustee(s) of the Trust have the following powers (initial applicable line(s)):
   ______ Power to acquire additional property.
   ______ Power to sell and execute deeds.
   ______ Power to encumber, and execute deeds of trust.
   ______ Other: ___________________________________________________________________

5. The Trust is (check one): ______ Revocable ______ Irrevocable
   The name of the person who may revoke the Trust is: ____________________________

6. The number of trustees who must sign documents in order to exercise the powers of the Trust is (are): , whose name(s) is (are): ____________________________

7. Title to Trust assets is to be taken as follows: __________________________________________________________________

8. The Trust has not been revoked, modified or amended in any manner which would cause the representations contained herein to be incorrect.

9. I (we) am (are) all of the currently acting trustees.

10. I (we) understand that I (we) may be required to provide copies of excerpts from the original Trust documents which designate the trustees and confer the power to act in the pending transaction.

Dated: ____________________________

(Acknowledgement must be attached)
ACKNOWLEDGMENT

Title of Document: ____________________________
Date of Document: ____________________________

STATE OF CALIFORNIA
COUNTY OF ____________________________  } ss:

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

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

WITNESS my hand and official seal.

Signature ____________________________  (This area for notary stamp)
OWNER'S DECLARATION

The undersigned hereby declares as follows:

1. (Fill in the applicable paragraph and strike the other)
   a. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at
      further described as follows: See Preliminary Report/Commitment No. 08010413-919-DAA-DA6 for full
      legal description (the "Land").
   b. Declarant is the __________________________ of __________________________
      ("Owner"), which is the owner or lessee, as the case may be, of certain premises located at
      further described as follows: See Preliminary Report/Commitment No. 08010413-919-DAA-DA6 for full
      legal description (the "Land").

2. (Fill in the applicable paragraph and strike the other)
   a. During the period of six months immediately preceding the date of this declaration no work has been done, 
      no surveys or architectural or engineering plans have been prepared, and no materials have been furnished 
      in connection with the erection, equipment, repair, protection or removal of any building or other structure 
      on the Land or in connection with the improvement of the Land in any manner whatsoever.
   b. During the period of six months immediately preceding the date of this declaration certain work has been 
      done and materials furnished in connection with __________________________ upon the Land in the approximate total sum of $________________________, but no work whatever remains to be done and no 
      materials remain to be furnished to complete the construction in full compliance with the plans and 
      specifications, nor are there any unpaid bills incurred for labor and materials used in making such 
      improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as 
      follows: __________________________. Owner, by the undersigned Declarant, agrees to and does hereby indemnify and hold harmless Commonwealth 
      Land Title Company against any and all claims arising therefrom.

3. Owner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the general partner 
   thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting the title to 
   the Land.

4. Except as shown in the above-referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied 
   mortgages, deeds of trust, Uniform Commercial Code financing statements, regular assessments, special 
   assessments, periodic assessments or any assessment from any source, claims of lien, special assessments, or taxes 
   that constitute a lien against the Land or that affect the Land but have not been recorded in the public records. There 
   are no violations of the covenants, conditions and restrictions as shown in the above-referenced Preliminary 
   Report/Commitment.

5. The Land is currently in use as __________________________; __________________________ occupy/occupies the Land;
   and the following are all of the leases or other occupancy rights affecting the Land:
   __________________________

6. There are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded 
   easements, claims of easement, or boundary disputes that affect the Land.

7. There are no outstanding options to purchase or rights of first refusal affecting the Land.

This declaration is made with the intention that Commonwealth Land Title Company (the "Company") and its policy issuing 
agents will rely upon it in issuing their title insurance policies and endorsements. Owner, by the undersigned Declarant, 
agrees to indemnify the Company against loss or damage (including attorneys fees, expenses, and costs) incurred by the 
Company as a result of any untrue statement made herein.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed 
on ______ at __________________________.

Signature: __________________________
OWNER’S DECLARATION

The undersigned hereby declares as follows:

1. (Fill in the applicable paragraph and strike the other)
   a. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at
      further described as follows: See Preliminary Report/Commitment No. 08010413-919-DAA-DA6 for full legal description (the "Land").
   b. Declarant is the __________________ of __________________
      ("Owner"), which is the owner or lessee, as the case may be, of certain premises located at
      further described as follows: See Preliminary Report/Commitment No. 08010413-919-DAA-DA6 for full legal description (the "Land").

2. (Fill in the applicable paragraph and strike the other)
   a. During the period of six months immediately preceding the date of this declaration no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever.
   b. During the period of six months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with __________________ upon the Land in the approximate total sum of $__________, but no work whatever remains to be done and no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as follows: __________________. Owner, by the undersigned Declarant, agrees to and does hereby indemnify and hold harmless Commonwealth Land Title Company against any and all claims arising therefrom.

3. Owner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the general partner thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting the title to the Land.

4. Except as shown in the above-referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied mortgages, deeds of trust, Uniform Commercial Code financing statements, regular assessments, special assessments, periodic assessments or any assessment from any source, claims of lien, special assessments, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records. There are no violations of the covenants, conditions and restrictions as shown in the above-referenced Preliminary Report/Commitment.

5. The Land is currently in use as __________________; __________________ occupy/occupies the Land; and the following are all of the leases or other occupancy rights affecting the Land:

6. There are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded easements, claims of easement, or boundary disputes that affect the Land.

7. There are no outstanding options to purchase or rights of first refusal affecting the Land.

This declaration is made with the intention that Commonwealth Land Title Company (the "Company") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Owner, by the undersigned Declarant, agrees to indemnify the Company against loss or damage (including attorneys fees, expenses, and costs) incurred by the Company as a result of any untrue statement made herein.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on __________ at __________.

Signature: __________________

MISC0220.doc – Owner’s Declaration (Rev. 05/05/15)
RECORDING REQUESTED BY, AND WHEN RECORDED, PLEASE MAIL TO:

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

No Fee Required
(Govt. Code Sec. 6103)
(Rev. and Tax Code Sec. 11922)
APN NUMBER: 646-0-170-040

GRANT DEED

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

W.G. Realty LLC as to 85.010%, The Joncich Family Trust as to 7.495% and The Catarina Grace-Hardy Trust as to 7.495% (“Grantors”) hereby GRANT 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” 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.
SELLERS

W.G. Realty LLC

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

The Joncich Family Trust

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

The Catarina Grace-Hardy Trust

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________
STATE OF CALIFORNIA
COUNTY OF ____________________

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

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

WITNESS my hand and official seal.

Signature_____________________________ (seal)
EXHIBIT A
TO
GRANT DEED

Legal Description of the Property
LEGAL DESCRIPTION FROM COMMONWEALTH TITLE PRELIMINARY TITLE REPORT DATED JULY 17, 2017 FOR APN 646-0-170-040

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1: INTENTIONALLY DELETED.
PARCEL 2: INTENTIONALLY DELETED.
PARCEL 3: INTENTIONALLY DELETED.
PARCEL 4: INTENTIONALLY DELETED.
PARCEL 5: INTENTIONALLY DELETED.
PARCEL 6: INTENTIONALLY DELETED.
PARCEL 7: INTENTIONALLY DELETED.
PARCEL 8: INTENTIONALLY DELETED.
PARCEL 9: INTENTIONALLY DELETED.
PARCEL 10: INTENTIONALLY DELETED.
PARCEL 11: INTENTIONALLY DELETED.

PARCEL 12:

A PORTION 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, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE NORTHERLY PROLONGATION OF THE EAST LINE OF TRACT "A" OF SAID RANCHO SIMI AT THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SECTION 16, TOWNSHIP 2

NORTH, RANGE 17 WEST, RANCHO SIMI, AS PER MAP RECORDED IN BOOK 3, PAGE 2 OF MAPS; THENCE, FROM SAID POINT OF BEGINNING, 1ST: EAST ALONG SAID SOUTH LINE TO AN INTERSECTION WITH THE 6TH COURSE AS SET OUT IN PARCEL 2 OF THE LAND DESCRIBED IN DEED RECORDED IN BOOK 615, PAGE 350 OF OFFICIAL RECORDS; THENCE,
2ND NORTHEASTERLY ALONG SAID 6TH COURSE TO THE TERMINUS THEREOF; THENCE
3RD NORTHWESTERLY IN A DIRECT LINE TO THE HOST SOUTHERLY CORNER OF SUSANA HIGHLANDS, AS PER MAP RECORDED IN BOOK 17, PAGE 41 OF MAPS, THENCE ALONG THE SOUTHWEST LINE OF SAID SUSANA HIGHLANDS,
4TH NORTH 32 DEG. 28' WEST 350 FEET, MORE OR LESS, TO THE MOST EASTERLY CORNER OF THE LAND DESCRIBED IN DEED TO SUSANA HATER COMPANY RECORDED IN BOOK 919, PAGE 256 OF OFFICIAL RECORDS; THENCE FOLLOWING THE BOUNDARY OF THE LAND LAST REFERRED TO, THE FOLLOWING 3 COURSES AND DISTANCES,
5TH SOUTH 57 DEG. 32' WEST 400 FEET; THENCE,
6TH NORTH 32 DEG. 28' WEST 285 FEET; THENCE,
7TH NORTH 57 DEG. 32' EAST 400 FEET TO THE SOUTHWEST LINE OF THE LAND DESCRIBED IN DEED TO SUSANA WATER COMPANY RECORDED IN BOOK 919, PAGE 258 OF OFFICIAL RECORDS; THENCE,
8TH NORTHWESTERLY ALONG SAID SOUTHWEST LINE TO AN ANGLE
POINT THE SOUTHERLY LINE OF THE LAND DESCRIBED IN DEED TO
GENE MORTIMER RECORDED IN BOOK 919, PAGE 260 OF OFFICIAL
RECORDS, THENCE,
9TH WEST ALONG THE SOUTH LINE OF SAID LAND OF MORTIMER TO THE
SOUTHWEST CORNER THEREOF; THENCE,
10TH NORTH ALONG THE WEST LINE OF THE LAND LAST REFERRED TO,
TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN DEED TO G.
LESLIE DAVIS AND WIFE, RECORDED IN BOOK 633, PAGE 646 OF
OFFICIAL RECORDS; THENCE FOLLOWING THE BOUNDARY OF SAID
LAND OF DAVIS THE FOLLOWING 2 COURSES AND DISTANCES,
11TH SOUTH 82 DEC. 47' WEST 121.34 FEET; THENCE,
12TH NORTH 69 DEG. 00' WEST 54.30 FEET; THENCE,

13TH IN A DIRECT LINE TO THE SOUTHEAST CORNER OF THE LAND
DESCRIBED IN DEED TO GENE MORTIMER RECORDED IN BOOK 737,
PAGE 403 OF OFFICIAL RECORDS; THENCE,
14TH SOUTH 39 DEG. 59' WEST 300.63 FEET TO THE SOUTHWEST
CORNER OF THE LAND LAST REFERRED TO; THENCE,
15TH SOUTH 75 DEG. 04' WEST 500 FEET; THENCE,
16TH WEST 250 FEET; THENCE,
17TH NORTHWESTERLY 200 FEET, MORE OR LESS, TO THE SOUTHWEST
CORNER OF LOT 257 OF SANTA SUSANA HILL NO. 2, AS PER MAP
RECORDED IN BOOK 15, PAGE 18 OF MAPS; THENCE,
18TH WESTERLY ALONG THE SOUTHERLY LINE OF SAID SANTA SUSANA
HILLS NO. 2 TO THE MOST EASTERLY CORNER OF THE LAND DESCRIBED
IN PARCEL 3 IN DEED TO C. JENNINGS YOUNG, RECORDED IN BOOK 565
PAGE 355 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHEASTERLY
AND SOUTHERLY LINES OF SAID LAND OF YOUNG
19TH SOUTH 33 DEG. 00' WEST 210.10 FEET; THENCE,
20TH WEST 46.31 FEET TO A POINT IN THE PROLONGATION OF THE
EAST LINE OF TRACT "A" OF SAID SIMI RANCH; THENCE,
21ST SOUTH ALONG SAID LINE TO SAID POINT OF BEGINNING.
EXCEPT AN UNDIVIDED ONE-HALF (1/2) INTEREST IN AND TO ALL OIL,
GAS, MINERAL AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER
SAID LAND WITHOUT, HOWEVER, ANY RIGHT TO ENTER UPON THE
SURFACE OF SAID LAND OR INTO THAT PORTION OF THE SUBSURFACE
THEREOF LYING ABOVE A DEPTH OF FIVE HUNDRED (500) FEET
MEASURING VERTICALLY FROM SAID SURFACE AS RESERVED BY
ARNOLD CLEJAN AND KATHERINE L. CLEJAN, HUSBAND AND WIFE, IN
DEED RECORDED OCTOBER 5, 1964.

Assessor’s Parcel Number: 646-0-170-040
EXHIBIT B
TO
GRANT DEED

Sketch of the Property
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

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APN: 649-0-010-415

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

ACCESS AND TRAIL EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, The Joncich Family Trust as to 92.505% and The Catarina Grace-Hardy Trust as to 7.495% ("Grantors") hereby grants to Rancho Simi Recreation and Park District, a special district under the laws of the State of California ("Grantee"), an easement (the "Access and Trail Easement") for access purposes to APN 646-0-170-040 and 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 Access and Trail Easement Deed by reference. This Access and 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 Access and Trail Easement Deed.

The Grantee shall have the right to survey, design, construct, use, repair, manage, maintain and monitor the Access and 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 Access and Trail Easement is the duty of the Grantee. Access and Trail Easement maintenance shall include, but is not limited to clearing brush and removal of dead, dying or diseased
vegetation within the Access and Trail Easement which pose a safety risk to Trail Easement users.

Grantors have the rights accorded to the general public to use the Access and 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 Access and Trail Easement right-of-way;

(ii) Mow, cut or remove vegetation, or plant vegetation, within the Access and 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 Access and Trail Easement or (b) not engaged in Permitted Activities.

Nothing in this Agreement limits the ability of Grantors 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 Access and Trail Easement by members of the general public is at their own risk. Grantee, by accepting this Access and 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 Access and Trail Easement; for any unsafe conditions within the Access and Trail Easement; or for the failure to inspect for or warn against possibly unsafe conditions; or to close the Access and Trail Easement to public access when unsafe conditions may be present. The Grantee will endeavor to repair damaged Access and 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 Access and Trail Easement are to be borne by the Grantee.

The Grantee shall indemnify, protect, defend and holds harmless the Grantors and their 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 Access and Trail Easement unless such Claim is due to the gross negligence or willful misconduct of the Grantors. 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 gross negligence or willful misconduct of the Grantors. The Grantors shall have no responsibility for the operation of the Access and 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 Access and Trail Easement.
The covenants contained in this Access and 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.

SELLERS

Joncich Family Trust

By: __________________________
Name: ________________________
Title: _________________________
Date: _________________________

The Catarina Grace-Hardy Trust

By: __________________________
Name: ________________________
Title: _________________________
Date: _________________________
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”
ACCESS and TRAIL EASEMENT

A STRIP OF LAND OF VARIABLE WIDTH OVER THAT PORTION OF THE RANCHO SIMI, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 7, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING 35.00 FEET ON EACH SIDE OF COURSE ONE (1) THROUGH SEVENTEEN (17), THEN 15.00 FEET WIDE ON EACH SIDE OF COURSES EIGHTEEN (18) THROUGH FIFTY-SIX (56), AND THEN 35.00 FEET ON EACH SIDE OF COURSES FIFTY-SEVEN (57) THROUGH SIXTY-THREE (63) OF THE FOLLOWING BELOW DESCRIBED CENTERLINE:

COMMENCING AT “P.I. 355” ON THE CENTERLINE OF BOX CANYON MOTORWAY, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID COUNTY, SAID “P.I. 355 BEING SOUTH 53°58'20" EAST 151.75 FEET FROM “P.I. 354” AS SHOWN ON SAID MAP; THENCE NORTH 53°58'20" WEST 10.00 FEET ALONG SAID CENTERLINE OF BOX CANYON MOTORWAY, SAID CENTERLINE OF BOX CANYON MOTORWAY ALSO BEING THE MOST SOUTHEASTERLY BOUNDARY LINE OF PARCEL 3 AS DESCRIBED IN DEED TO FRANK H. BELL AND WIFE, RECORDED OCTOBER 5, 1951, IN BOOK 1025, PAGE 405 OF OFFICIAL RECORDS TO THE TRUE POINT OF BEGINNING OF HEREIN DESCRIBED STRIP; THENCE ALONG A DIRT TRAIL AS IT CURRENTLY EXISTS, THE FOLLOWING SIXTY-THREE (63) COURSES; THENCE NORTH 05°36'25" WEST 41.05 FEET; THENCE N12°32'07"E 30.39 FEET; THENCE N35°42'17"E 38.43 FEET; THENCE N57°15'06"E 52.72 FEET; THENCE N61°58'05"E 53.71 FEET; THENCE N74°31'10"E 38.16 FEET; THENCE S85°20'35"E 70.91 FEET; THENCE N75°52'17"E 30.84 FEET; THENCE N61°19'37"E 26.77 FEET; THENCE N45°21'02"E 26.78 FEET; THENCE N12°15'43"E 20.87 FEET; THENCE N09°37'29"W 24.88 FEET; THENCE N06°36'43"E 22.88 FEET; THENCE N27°22'46"E 27.78 FEET; THENCE N34°58'21"E 19.12 FEET; THENCE N10°09'35"E 18.87 FEET; THENCE N12°48'40"W 18.76 FEET; THENCE N37°56'15"W 55.98 FEET; THENCE N19°05'26"W 23.39 FEET; THENCE N07°39'07"W 36.38 FEET; THENCE N06°45'17"E 28.18 FEET; THENCE N18°14'19"E 26.16 FEET; THENCE N31°34'32"E 36.72 FEET; THENCE N33°56'55"E 43.64 FEET; THENCE N22°08'47"E 42.70 FEET; THENCE N09°34'05"E 14.63 FEET; THENCE N17°20'38"W 15.90 FEET; THENCE N49°00'39"W 29.22 FEET; THENCE N61°22'04"W 55.34 FEET; THENCE N08°08'05"W 14.73 FEET; THENCE N37°50'47"E 39.37 FEET; THENCE N24°25'25"E 46.37 FEET; THENCE N11°14'51"W 28.01 FEET; THENCE N49°12'02"W 37.12 FEET; THENCE N66°38'06"W 48.71 FEET; THENCE N48°06'56"W 38.68 FEET; THENCE N07°07'37"W 28.33 FEET; THENCE N29°23'43"E 31.14 FEET; THENCE N51°47'27"E 44.83 FEET; THENCE N83°07'33"E 44.60 FEET; THENCE N58°38'02"E 32.28 FEET; THENCE N46°50'01"E 49.13 FEET; THENCE N29°23'58"E 41.59 FEET; THENCE N11°29'17"E 27.68 FEET; THENCE N02°43'28"W 131.45 FEET; THENCE N09°51'02"W 94.52 FEET; THENCE N05°08'22"W 66.11 FEET; THENCE N26°37'11"E 127.42 FEET; THENCE N35°37'39"E 140.69 FEET; THENCE N21°09'17"E 108.08 FEET; THENCE N36°27'14"E 68.90 FEET; THENCE N41°16'36"E 75.71 FEET; THENCE N10°18'13"W 27.44 FEET; THENCE N39°00'13"W 37.24 FEET; THENCE N56°19'27"W 80.35 FEET; THENCE N90°00'00"W 75.76 FEET; THENCE N87°48'34"W 84.06 FEET; THENCE N52°21'09"W 77.58 FEET; THENCE N11°51'32"W 30.31
EXHIBIT “A”
ACCESS and TRAIL EASEMENT

FEET; THENCE N29°09'05"E 21.35 FEET; THENCE N43°08'03"E 97.61 FEET; THENCE N45°15'15"E 155.90 FEET; THENCE N49°48'34"E 101.05 FEET TO THE POINT OF TERMINATION OF HEREIN DESCRIBED STRIP.


EXCEPTING THEREFROM ANY PORTION LYING WITHIN BOX CANYON MOTORWAY.

AS SHOWN ON “EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE APART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION:

[Signature]
DAVID T. ROSELL
P.L.S 6281
EXHIBIT "B"

ACCESS and TRAIL EASEMENT

LEGEND:
P.O.C. POINT OF COMMENCEMENT
T.P.O.B. TRUE POINT OF BEGINNING
P.O.T. POINT OF TERMINATION
(R) RECORD DATA PER L.A.CO CSB 1230

NOTE:
SEE SHEET 6 FOR DATA TABLES

BASIS OF BEARINGS:
THE BEARING OF N89°47'40"E FOR THE LOS ANGELES/VENTURA COUNTY LINE AS SHOWN IN BOOK 8, PAGE 8, RECORD OF SURVEYS, RECORDS OF VENTURA COUNTY WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

VENTURA COUNTY
BASIS OF BEARINGS
N89°47'40"E 2558.83' PER 8 RSB 8
LOS ANGELES COUNTY

SCALE IN FEET
GRAPHIC SCALE 1"=200'

1/2 MILE PT.
EXHIBIT "B"
ACCESS and TRAIL EASEMENT

MAP OF THE LANDS OF
RANCHO SEMI
3 MR 7

SEE SHEET 3

MOTORWAY

CANYON

T.P.O.B.
N35°58'20" E 10.00'

P.O.C.
P.L. 355

SOUTHEASTERLY LINE OF PARCEL 3 AS
DESCRIBED IN DEED TO FRANK H. BELL,
RECORDED OCTOBER 5, 1951, IN BOOK
1025, PAGE 405 OF OFFICIAL RECORDS.

POR. SEC 21, TOWNSHIP 2 NORTH,
RANGE 17 WEST, SEM

0 60 120 240

SCALE IN FEET
GRAPHIC SCALE
1"=120'
EXHIBIT "B"
ACCESS and TRAIL EASEMENT

MAP OF THE LANDS OF
RANCHO SEMI
3 MR 7

SEE SHEET 3

SEE SHEET 5

POR. SEC 21, TOWNSHIP 2 NORTH,
RANGE 17 WEST, SDM

SCALE IN FEET
GRAPHIC SCALE
1"=120'

LICENSED LAND SURVEYOR
STATE OF CALIFORNIA
No. 6281
EXHIBIT "B"
ACCESS and TRAIL EASEMENT

NORTH LINE OF SECTION 21,
TOWNSHIP 2 NORTH, RANGE 17
WEST, SAN BERNARDINO MERIDIAN.

P.O.T

MAP OF THE LANDS OF
RANCHO SEMI
3 MR 7

P.O.R. SEC 21, TOWNSHIP 2 NORTH,
RANGE 17 WEST, S.B.M.

SEE SHEET 4

SCALE IN FEET
GRAPHIC SCALE
1"=120'

LICENSED LAND SURVEYOR
DAVID T. ROSELL
No. 6281
STATE OF CALIFORNIA
### EXHIBIT "B"

**ACCESS and TRAIL EASEMENT**

#### LINE DATA (MEASURED)

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#### LINE DATA (RECORD)

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ACCEPTANCE OF ACCESS AND TRAIL EASEMENT DEED

This is to certify that the interest in real property conveyed by the foregoing Access and 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 __________________________

Kate O’Brien, 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 Kate O’Brien, 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 ________________________________
RANCHO SIMI RECREATION AND PARK DISTRICT

RESOLUTION NO. _________

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

WHEREAS, a good and sufficient Access and 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 access to APN 646-0-170-040 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 Access and 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 Access and 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 Access and 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 Access and 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 Kate O’Brien is authorized to sign an Acceptance of said Access and 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 ________________ 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
JUDGMENT
The Motion of the Defendant, SYBIL ANNE DAVIS, for entry of judgment pursuant to Code of Civil Procedure Section 664.6 came on regularly for hearing before this Court on November 26, 2003, at 8:20 a.m. The moving party and Defendant, SYBIL ANNE DAVIS, appeared in pro per. The responding parties and plaintiffs were represented by Mark Neiwender, Esq.

The Court having read the papers and pleadings on file in this matter, having heard oral argument and being fully advised in the premises,

[PROPOSED] JUDGMENT
IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

The Court retains jurisdiction over the plaintiffs, namely W.G. Realty, LLC, Michael and Mildred Joncich individually and as trustees of the Trust of Michael and Mildred Joncich, Husband and Wife, Michael Joncich on behalf of W.C. Realty, The Catarina Grace Hardy Revocable Trust by and through its Trustee, Catarina Grace Hary and Catarina Grace Hardy, individually.

Defendant SYBIL ANNE DAVIS' lien on all Plaintiffs' owned properties (the Ventura 450 properties) which are or have been variously identified by Ventura County Assessors Parcel Numbers 6490-010-205, 6490-010-415, 6460-170-040 and which are more particularly described hereafter, are released.

This action and this Judgment is in no way to be interpreted as Defendant, SYBIL ANNE DAVIS relinquishing any rights she may have against Donald W. Henry and/or Donald W. Henry, Inc. This Judgment shall not effect Ms. Davis' Judgment rights against Donald W. Henry and or Donald W. Henry, Inc.

SYBIL ANNE DAVIS shall receive the first $50,000 from any sale of the aforementioned properties. This $50,000 shall be paid to SYBIL ANNE DAVIS directly from any escrow and $50,000 is a guaranteed minimum amount. Thereafter, ms. Davis shall share, share-and-share alike in the proceeds of any sale with other members of the Chatsworth Investors Trust in any distribution based upon her pro rata share of the total investments. Ms. Davis shall be considered to have invested ninety thousand dollars ($90,000.00) out of total investments of two million five hundred thirty five thousand dollars ($2,535,000.00). Ms. Davis
shall be entitled to a full and fair accounting of all monies received, expended and disbursed by W.G. Realty, LLC and/or The Chatsworth Investors Trust, upon sale of the properties.

LEGAL DESCRIPTION OF PROPERTIES

1. Describing Assessors Parcel Number 646-0-170-040 and consisting of approximately 213 acres.

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

Parcel 0:

A portion 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, described as follows:

Beginning at a point in the northerly prolongation of the east line of Tract "A" of said Rancho Simi at the point of intersection with the south line of Section 16, Township 2 north, range 17, west, Rancho Simi, as per map recorded in Book 3, page 2 of maps; thence, from said point of beginning,

1st: East along said south line to an intersection with the 6th course as set out in Parcel 2 of the land described in Deed recorded in Book 615V Page 350 of official records; thence,

2nd: Northeasterly along said 6th course to the terminus thereof, thence,

3rd: Northwesterly in a direct line to the most southerly corner of Susana Highlands, as per map recorded in Book 17, page 41 of Maps, thence along the southwest line of said Susana Highlands,

4th: North 32 Deg. 28' West 350 feet, more or less, to the most easterly corner of the land described in Deed to Susana Water Company recorded in Book 919, Page 256 of official records;
thence following the boundary of the land last referred to, the
following 3 courses and distances,
5th: South 57 Deg. 32' West 400 feet; thence,
6th: North 32 Deg. 28' West 285 feet; thence,
7th: North 57 Deg. 32' East 400 feet to the southwest line of the
land described in Deed to
Susana Water Company recorded in Book 919, Page 258 of official
records; thence,
8th: Northwesterly along said southwest line to an angle point
in the southerly line of the land described in Deed to Gene
Mortimer recorded in Book 919, Page 260 of official records;
thence,
9th: West along the south fine of said land of Mortimer to the
southwest corner thereof, thence,
10th: North along the West line of the land last referred to, to
the southeast corner of the land described in Deed to G. Leslie
Davis and wife, recorded in Book 633, Page 646 of official
records; thence following the boundary of said land of Davis the
following 2 courses and distances,
11th: South 82 Deg. 47' West 121.34 feet; thence,
12th: North 69 Deg. 00' West 54.30 feet; thence,
13th: In a direct line to the southeast corner of the land
described in Deed to Gene Mortimer recorded in
Book 737, Page 403 of official records; thence,
14th: Southbound 89 Deg. 59' West 300.63 feet to the
southwest corner of the land last referred
to; thence,
15th: South 75 Deg. 04' West 500 feet; thence,
16th: West 250 feet; thence,
17th: Northwesterly 200 feet, more or less, to the southwest
corner of lot 257 of Santa Susana Hill No. 2, as per map recorded
in Book 15, Page 18 of maps; thence,
18th: Westerly along the Southerly line of said Santa Susana,
Hills No. 2 to the most easterly corner of the land described in
Parcel 3 in Deed to C. Jennings Young, recorded in Book 565
Page 355 of official records; thence along the southeasterly and
southerly lines of said land of Young
19th: South 33 Deg. 00' West 210. 10 feet; thence,
20th: West 46.31 Feet to a point in the prolongation of the east
line of Tract "A" of said Simi Ranch; thence, 21st: South along
said line to said point of beginning EXCEPT an undivided one-half
(½) interest in and to all oil, gas, mineral and other
hydrocarbon substances in and under said land without, however,
any right to enter upon the surface of said land or into that
portion of the subsurface thereof lying above a depth of five
hundred (500) feet measuring vertically from said surface as
reserved by Arnold Clejan and Katherine L. Clejan, husband and
wife, in deed recorded October 5, 1964.
Describing Assessors Parcel Number 649-0-010-415 and consisting
of approximately 166 acres. The land referred to herein is
situated in the County of Ventura, State of California, and is
described as follows:
///
///
///
///
[PROPOSED] JUDGMENT
Parcel 1: Part of APN 649-0-010-415

A portion 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, described as follows:

Beginning at the northeast corner of the land described in deed to Mary Maclean recorded in Book 720, Page 461 of official records, in the east line of tract "A" of the said Rancho Simi at an angle, point in the west line of parcel 3 as described in deed to Frank H. Ben and wife, recorded October 5, 1951 in Book 1025, Page 405 of official records; thence following the boundary lines of said land of Bell, the following 3 courses as distances,

1st: North 32 Deg. 45' East 285 feet; thence,
2nd: North 80 Deg. 00' East 290 feet; thence,
3rd: South 27 Deg. 30' East 80 feet, more or less, to "P.i." 354' as shown on map of Box Canyon Motorway filed as Map "A-7-3" on file in the office of the County Surveyor of said county; thence,
4th: In a general northeasterly direction and along straight lines connecting the various "P.i." and shown on said map "A-7-3" to the most southerly comer of Parcel 6 as shown on a licensed surveyor's map, filed in Book 8, Page 8 of record of surveys; thence,
5th: North 46 Deg. 30' West 875 feet to the northwest comer of said Parcel 6; thence
6th: In a general northeasterly direction along the northwesterly line of the land as shown on said licensed
surveyor's map to the most northerly corner of Parcel 15 as shown
on said licensed surveyor's map; thence,
7th: Northeasterly along the 6th course as described in Parcel 11
in Deed recorded in Book 615, Page 350 of official records, to a
point in intersection with the south line of Section 16, Township
2 North, Range 17 West, Rancho Simi, as per map recorded in Book
3, Page 2 of maps; thence,
8th: West along said land to an intersection with the east line
of said Tract "A" (or a north prolongation thereof); thence,
9th: South along said line to the point of beginning.
Except an undivided one-half (½) interest in and to all oil, gas,
mineral and other hydrocarbon substances in and under said land
without however, any right to enter upon the surface of said
land or into that portion of the subsurface thereof lying above a
depth of five hundred (500) feet measuring vertically from said
surface as reserved by Arnold Clejan and Katherine L. Clejan,
husband and wife,
Parcel 2: Part of APN 649-0-010-415
That portion 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, described as follows:
Beginning at the southwest corner of the Chatsworth Lake Mesa
Tract, as per map recorded in Book 18, Page 14 of Maps; said
point of beginning being a point on the Los Angeles-Ventura
County line accepted by joint resolutions of Los Angeles and
Ventura Counties; thence
1st: In a general northeasterly direction along the boundaries of
said tract to the northwest corner of Lot 4 in Block 7 of said
Chatsworth Lake Mesa Tract and being an angle point in the
southerly line of the land described in deed to Raymond S.
Mansfield, recorded in Book 567, Page 339 of official records;
therefore,
2nd: Westerly and northeasterly along the southerly and
northwesterly lines of said land of Mansfield to the northwest
corner of lots 75 of Chatsworth Highland Springs Tract No. 1,
as per map recorded in Book 16, Page 27 of maps; therefore,
3rd: Northerly, westerly, northerly and easterly, respectively,
along the westerly, southerly, westerly, and northerly lines of
the tract of land last referred to, to the southwest corner of
Chatsworth Highland Springs Tract No. 2, as per map recorded in
Book 18, Page 11 of maps; thence,
4th: Northerly along the westerly line of said Chatsworth
Highland Springs Tract No. 2, to the southeast corner of lot 233
of tract of land last referred to; thence,
5th: Westerly along the southerly line of said Lot 233 and the
prolongation thereof to the most easterly comer of the land
described in the Deed to Floyd E. Berry recorded in Book 566,
Page 368 of official records; thence along the southeast line of
said land of Berry,
6th: South 65 Deg. 41' 17" West 210.07 feet, thence,
7th: South 38 Deg. 00' West 1700 feet to the most southerly
corner thereof; thence along the southwest line of said land of
Berry,
9th: North 17 Deg. 30' West to the most easterly corner of
the land described in Parcel No. 4 in the Deed to Frank H. Bell
and wife, recorded October 5, 1951 as Document No. 21345
in Book 1025, Page 405 of official records; thence along the
southeast line of Parcel No. 4 last referred to,
9th: South 38 Deg. 00'West to a point in the north line (or
prolongation thereof) of the land described in the Deed to Harry
Kahn recorded October 9, 1943, in Book 681, Page 45 of official
records; thence,
10th: East along said north line to the northeast corner of said
land of Harry Kahn, thence,
11th: South along the east line of said land of Kahn and the
prolongation thereof to the said Los Angeles-Ventura County line;
thence,
12th: East along said county line to the point of beginning.
Except an undivided one-half (½) interest in and to all oil, gas,
mineral and other hydrocarbon substances in and under said
land without, however, any right to enter upon the surface of
said land or into that portion of the subsurface thereof lying
above a depth of five hundred (500) feet measuring vertically
from said surface as reserved by Arnold Clejan and Katherine L.
Clejan, husband and wife in Deed recorded October 5, 1964.
Parcel 3: Part of APN 649-0-010-415
That portion of the Valley of Simi, as per map recorded in Book
3, Page 2 of maps, in the office of the County Recorder of said
County, described as follows:
Beginning at the northwest corner of Parcel 1, as shown on a licensed surveyor's map filed in Book 8, Page 8 of record of surveys, in the office of the County Recorder of said County, said point of beginning being south 52 Deg. 20'55" west 5 feet from "P.i. 345" as shown on map "a-7-3" of Box Canyon Motorway, on file in the office of the County Surveyor of said County; thence south 52 Deg. 20'55" west 116.16 feet to "P.i. 345" as shown on said map; thence in a general southwesterly direction following straight line connecting the "P.i." as shown on said map of Box Canyon Motorway, to "P.i. 350" as shown thereon; thence northeasterly in a direct line to a point in the southwest line of said Parcel 1, distant southeasterly thereon 160 feet from the point of beginning; thence north 46 Deg. 30'west 160 feet to the point of beginning.
Except an undivided one-half (½) interest in and to all oil, gas, mineral and other hydrocarbon substances in and under said land without, however, any right to enter upon the surface of said land or into that portion of the subsurface thereof lying above a depth of five hundred (500) feet measuring vertically from said surface as reserved by Arnold Clejan and Katherine L. Clejan, husband and wife, in Deed Recorded October 5, 1964.
Parcel 4: Part of APN 649-0--010-415
That portion of the Valley of Simi, as -per map recorded in Book 3, Page 2 of maps, in the office of the County Recorder of said County, described as follows:
Beginning at a point distant south 75 Deg. 52' 10" West 46.50 feet from "P.i. 350" as shown on map of Box Canyon Motorway on
file as map "A-7-3" in the office of the County Recorder of said County; thence south 14 Deg. 07' cast 150 feet; thence south 75 Deg. 52' 10" west 178 feet, more or less, to a line bearing south 14 Deg. 07'50" east from "P.i. 3 53" as shown on map of said Box Canyon Motorway, thence north 14 Deg. 07'50" west 170 feet, more or less, to "p.i. 3 53" as shown on map of said Motorway, thence in a general easterly direction along straight lines connecting the various "P.i." as shown on map last referred to, to the point of beginning.

Except an undivided one-half (%1/2) interest in and to all oil, gas, mineral and other hydrocarbon substances in and under said land without, however, any right to enter upon the surface of said land or into that portion of the subsurface thereof lying above a depth of five hundred (500) feet measuring vertically from said surface as reserved by Arnold Clejan and Katherine L. Clejan, husband and wife, in Deed Recorded October 5, 1964.

Parcel 5: Part of APN 649-0-010-415

That portion of the Valley of Simi, as per map recorded in Book 3, Page 2 of maps, in the office of the County Recorder of said County described as follows:

Beginning at "p.i. 354" as shown, on map of Box Canyon Motorway on file as per map "a-7-3" in the office of the County Surveyor of said county; thence in a general westerly and southerly direction following straight lines connecting the various "p.i." as shown on map of said Motorway to a point on the north line of the land described in the Deed to Mary Maclean Recorded June 26, 1945 in Book 720, Page 461 of official records; thence westerly

[PROPOSED] JUDGMENT
along said north line to the east line of lot 1, Rancho Simi, as
per map recorded in Book 3, Page 7 or maps; thence north 32 Deg.
45' east 285 feet; thence north 60 Deg. 00' east 290 feet, more
or less, to a line bearing north 17 Deg. 30' west from the point
of beginning;
Thence south 17 Deg. 30' east 80 feet, more or less, to the point
of beginning.
Except an undivided one-half (½) interest in and to all oil, gas,
mineral and other hydrocarbon substances in and under said land
without, however, any right to enter upon the surface of said
land or into that portion of the subsurface thereof lying above a
depth of five hundred (500) feet measuring vertically from said
surface as reserved by Arnold Clejan and Katherine L. Clejan,
husband and wife, in deed recorded October 5, 1964.
Parcel 6: Part of APN 649-0-010-415
That portion of the Valley of Simi, as per map recorded in Book
3, Page 2 of maps, in the office of the County Recorder of said
County, described as follows:
Beginning at the southwest corner of Parcel 14 as shown on
licensed surveyor's map filed in Book 8, Page 8 of record of
surveys in the office of the County Recorder of said County,
being an angle point in the southwest line of the land shown on a
licensed surveyor's map filed in Book 8, Page 48 of record of
surveys, said point of beginning being at "p.i. 325" as shown on
map of box canyon Motorway on file as map "A-7-3" in the office
of the county surveyor of said county; thence in a general
southwesterly direction along straight lines connecting the
Parcel 7: Part of APN 649-0-010-415

That portion of the Valley of Simi, as per map recorded in Book 3, Page 2 of maps, in the office of the County Recorder of said county, described as follows:

Beginning at the most easterly corner of parcel 5 as shown on a licensed surveyor's map, filed in Book 8 Page 8 of record of surveys, in the office of the county recorder of said county; thence, south 70 Deg. 00' east 175; thence, north 70 Deg. 00' east 675 feet; thence, north 46 Deg. 30' east to a point in the westerly line of the land described in the deed to Floyd E. Berry, recorded in Book 566, Page 368 of official records; thence along the westerly line of the land last referred to, South 17 Deg. 30' east 575 feet; thence south 38 Deg. 00' west 825 feet; thence, Northwesterly in a direct line to the most southerly corner of parcel 4, as shown on said licensed surveyor's map, filed in Book 8 Page 8 of record of surveys; thence, north 7 Deg. 26'30" east 183.62 feet and north 55 Deg. 08' 55" east 151.26 feet to the point of beginning.

Except therefrom that portion, if any, within the land described in the deed to Harry Kahn, recorded October 9, 1943, in Book 681, Page 45 of official records.

Also except an undivided one-half (½) interest in and to all oil, gas, mineral and other hydrocarbon substances in and under said land, without, however, any right to enter upon the surface of said land or into that portion of the subsurface thereof lying above a depth of five hundred (500) feet measuring vertically.
from said surface, as reserved by Arnold Clejan and Katherine L. 
Clejan, husband and wife, in deed recorded October 5, 1964. 
Parcel 8: Part of APN 649-0-010-415 
A portion 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, 
Described as follows: 
Beginning at the southeast corner of the land described in Parcel 
3, in deed to Frank H. Bell and wife, recorded October 5, 1951, 
in Book 1025, Page 405, of official record in the north line of 
the land described in deed to Mary Maclean, recorded June 26, 
1945, in Book 720, Page 461 of official records, said point also 
being in the same center line of Box Canyon Motorway, as shown on 
map filed as "A-7- 3", in the office of the County Surveyor of 
said county; thence, 
1st: In a general northeasterly direction along straight 
lines connecting the various "p.i.", as shown on said map to 
"p.i. 353", said point being the northwest corner of Parcel 2 of 
said land described in deed to Bell and wife; thence, following 
the boundary of the last referred to the following three courses 
and distances, 
2nd: South 14 Deg. 07' 50" east 170 feet; thence, 
3rd: North 75 Deg. 52' 10" 178 feet; thence, 
4th: North 14 Deg. 07' 50" west 150 feet to a point on said 
center line; thence, 
5th: North 75 Deg. 52' 10" east 46.50 feet to the most 
westerly corner of the land described in 
Parcel 1 in said deed to Bell and wife, thence,
Northeasterly along the southeasterly line of said land of Bell, 460 feet, more or less, to the southwest line of parcel 1, as shown on a licensed surveyor's map, filed in Book 8 Page 8 of record of surveys, of said county; thence, following the boundary of the land, as shown on said licensed surveyor's maps, the following four courses and distance:

7th: South 46 Deg. 30' east 715 feet, more or less, to the most southerly corner or parcel, as shown on said licensed surveyor's maps; thence,

8th: North 85 Deg. 44'30" east 196.89 feet; thence,

9th: North 69 Deg. 05' 10" east 167.31 feet; thence,

10th: North 60 Deg. 45' 10" East 153.34 feet to the most southerly corner of parcel 4, as shown on said licensed surveyor's map, said point being the southwest corner of parcel 5, as described in deed to Bell and wife; thence,

11th: Southeasterly along the southerly line of said parcel 5 to angle point therein; thence, along the southeasterly line of said parcel 5,

12th: North 3 8 Deg. 00' East to an intersection with the northerly prolongation of the east line of the land described in deed to James I. Stanton and wife, recorded in Book 659, Page 108 or official records; thence,

13th: South along said prolongation to the northeast corner of said land of Stanton; thence,

14th: West along the north line of said land of Stanton and prolongation thereof to the southeast corner of said land of Mary Maclean, thence,

[PROPOSED] JUDGMENT
15th: North 503.62 &d to the northeast corner of said land of
Maclean; thence,
16th: West along the north line of said land to the point of
beginning;
Except an undivided one half (%2) interest in all to all oil, gas,
mineral and other hydrocarbon substances in and under said land,
without, however, any right to enter upon the surface of said
land or into that portion of the subsurface thereof lying above a
depth of five hundred (500) feet measuring vertically from said
surface, as reserved by Arnold Clejan and Katherine L. Clejan,
husband and wife, in deed recorded October 5, 1964.
Parcel 9: Pan of APN 649-0-010-415
A portion 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,
described as follows:
Beginning at the most southerly corner of the land described in
deed to Raymond B. Smith, recorded in Book 547, Page 421 of
official records; thence along the prolongation of the southwest
line of said land of Smith,
1st: South 56 Deg. 50' east to a point in the northerly line of
parcel 5 of the land described in deed to Frank H. Bell and wife,
recorded October 5, 1951, in Book 1025, Page 405 of official
records; thence along said northerly line,
2nd: South 70 Deg. West to the westerly terminus of said line;
thence,
3rd: North 70 Deg. West 175 feet to the southeast corner of parcel 5, as shown on a licensed surveyor's map, filed in Book 8 Page 8 of record of surveys; thence,

4th: North 46 Deg. 30' west along the northeasterly line of said parcel 5 to a point, 650 feet south of the northerly terminus thereof said point being an angle point in the southwesterly line of parcel 4 in deed to Frank R Belt et al., recorded in Book 1025, Page 405 of official records, continuing along the boundary of said parcel 4; thence,

5th: Northeasterly in a direct line, 100 feet, more or less to the northerly terminus of that certain course in the southwesterly line of the land described in deed to Raymond B. Smith, recorded in Book 547, Page 421 of official records, recited as bearing "north 56 Deg. 59 west 354.56 feet"; thence, along the boundary of said Raymond B. Smith land,

6th: South 6 Deg. 50' east 354.56 fed to the said point of beginning.

Except an undivided one-half (½) interest in and to all oil, gas, mineral and other hydrocarbon substances in and under said land, without, however, any right to enter upon the surface of said land or into that portion of the subsurface thereof lying above a depth of five hundred (500) feet measuring vertically from said surface, as reserved by Arnold Clejan and Katherine L. Clejan, husband and wife, in Deed recorded October 5, 1964.

Parcel 10: Part of APN 649-0-010-415
A portion 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, described as follows:

Beginning at the most southerly corner of the land described in the deed to Raymond B. Smith, recorded in Book 547, Page 421 of official records; thence, along the prolongation of the southwest line of said land of Smith, south 56 Deg. 50' east to a point in the northerly line of parcel 5 of the land described in deed to Frank H. Bell and wife, recorded October 5, 1951, in Book 1025, Page 405 of official records; thence, along said northerly line, north 70 Deg. 00' east 95 feet along said northerly line to the true point of beginning; thence, continuing along said northerly line,

1st: North 70 Deg. 00' east to an angle point; thence,
2nd: North 46 Deg. 30' east to a point in the westerly line of the land described in deed to Floyd E. Berry, recorded in Book 566, Page 368 of official records; thence along said westerly line,
3rd: North 17 Deg. 30' west to the terminus thereof, being the beginning of the identical 4th course set out as "north 53 Deg. 45' east 800 feet" in deed from Julia G. Smith, et. al., to Floyd E. Berry, recorded in Book 566, Page 368 of official records; thence,
4th: Southwesterly in a direct line to the northeasterly terminus of a course shown as "N 62 degrees 54' 18" e 117.02" on a licensed surveyors' map filed in Book 8, Page 48 of records of
survey of said county; thence along the boundary line of said licensed surveyor's map by the following two courses,
5th: South 62 degrees 5418" west 117.02 feet to an angle point therein; thence,
6th: South 8 degrees 56'1 8" west 237.98 feet to an angle point therein; thence continuing along said boundary line,
7th: North 44 degrees 07'20" west to the most easterly corner of the land first described in the deed to Marsha Brooke, recorded July 27, 1954 in Book 1218, Page 53, official records; thence leaving said boundary line and along the southeasterly, fine of said land conveyed to Marshall Brooke,
8th: Southwesterly in a direct line to the point of beginning. Except an undivided one-half 1/4 interest in and to all oil, gas, mineral and other hydrocarbon substances in and under said land, without, however, any right to enter upon the surface of said land or into that portion of the subsurface thereof lying above a depth of five hundred (500) feet measuring vertically from said surface, as reserved by Arnold Clejan and Katherine L. Clejan, husband and wife, in deed recorded October 5, 1964.
Parcel 11: Part of APN 649-0-010-415
A portion of the Rancho Simi, described as follows:
Beginning at the northwesterly corner of Lot 2, Block 8 of Chatsworth Lake Mesa Tract, as per map recorded in Book 18, Page 14 of maps, records of said County, thence,
1st: South 22 Deg. 14' West 53.85 feet to the northeasterly corner of Lot 1, Block 6 of said Chatsworth Lake Mesa Tract; thence,
2nd: West 70 feet along the northerly line of said Lot 1, Block 6, to the northeasterly corner thereof; thence,
3rd: South 0 Deg. 26' West 125 feet to the northeasterly corner of Lot 4, Block 6 of said Chatsworth Lake Mesa Tract; thence,
4th: West 70 feet along the northerly line of said Lot 4, Block 6, to the northwesterly corner of thereof, thence,
5th: South 15 Deg. 22' West 77.62 feet to the northeasterly corner of Lot 4, Block 7 of said Chatsworth Lake Mesa tract; thence,
6th: West 10 feet along the northerly line of said Lot 4, Block 7 of said Chatsworth Lake Mesa tract to the northwesterly corner thereof, thence,
7th: South 68 Deg. 05'45" West 159.96 feet to a point; thence,
8th: North 68 Deg. West 80 feet to a point; thence,
9th: North 49 Deg. 30' East 102 feet to a point, thence,
10th: North 32 Deg. 20' East 450 feet to a point, thence,
11th: North 76 Deg. East 184 feet to the northwesterly corner of Lot 75 of Chatsworth Highland Springs No. 1, as per map recorded in Book 16, Page 27, of maps, records of said County; thence
12th: South 5 Deg. 02' West 76.20 feet along the southerly line of said Lot 5 to the southwesterly corner thereof, thence,
13th: North 85 Deg. 02' East 20.31 Feet along the southerly line of said Lot 75 to the northwesterly corner of Lot 1 of Box

[PROPOSED JUDGMENT]
Canyon View Tract No. 1, as per map recorded in Book 16, Page 25 of maps, records of said county; thence.

14th: South 4 Deg. 58' East 133.82 feet along the westerly line of said Lot 1 and a prolongation thereof to a point in the northerly line of Lot 2, Block 8 of said Chatsworth Lake Mesa, tract; thence,

15th: South 85 Deg. 02' West 47.67 feet, more or less, along the northerly line of said Lot 2, Block 8 of said Chatsworth Lake Mesa Tract to the said point of beginning.

Except and undivided one-half interest in and to all oil, mineral and other hydrocarbon substances in and under said land, without however, any right to enter upon the surface of said land or into that portion of the subsurface thereof lying above a depth of five hundred (500) feet measuring vertically from said surface as reserved by Arnold Clejan and Katherine L. Clejan, husband and wife, in Deed recorded October 5, 1964.

Dated: ________________

KENT KELLECGREW: 

HONORABLE KENT M. KELLECGREW 
JUDGE OF THE SUPERIOR COURT 
STATE OF CALIFORNIA
CERTIFICATE OF NON-FOREIGN STATUS

("Seller"), is the seller and transferor of certain real property owned by Seller in Ventura County, California (the "Property").

Section 1445 of the Internal Revenue Code of 1986 (the "Code") provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee that withholding of tax will not be required in connection with the sale of the Property, the undersigned hereby certifies the following on behalf of Seller:

(1) Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate, as those terms are defined in the Code and the regulations promulgated thereunder;

(2) Seller's U.S. employer identification number is ____________________;

and

(3) Seller's address is:

_________________________________________________________________
_________________________________________________________________

It is understood that this certificate may be disclosed to the Internal Revenue Service and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury, I declare that I have examined the foregoing certification and, to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Seller.

Dated as of ____________________.
**2016 Real Estate Withholding Certificate**

**Part I - Seller/Transferor**

<table>
<thead>
<tr>
<th>Name</th>
<th>SSN or ITIN</th>
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</table>

<table>
<thead>
<tr>
<th>Spouse/RDP's name (if jointly owned)</th>
<th>Spouse/RDP's SSN or ITIN (if jointly owned)</th>
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<tr>
<th>Address (apt./ste., room, PO box, or PMB no.)</th>
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<thead>
<tr>
<th>City (if you have a foreign address, see instructions.)</th>
<th>State</th>
<th>ZIP code</th>
<th>Ownership percentage %</th>
</tr>
</thead>
</table>

Property address (if no street address, provide parcel number and county)

**Part II - Certifications which fully exempt the sale from withholding:**

1. ☐ The property qualifies as the seller's/transferor's (or decedent's, if sold by the decedent's estate or trust) principal residence within the meaning of Internal Revenue Code (IRC) Section 121.

2. ☐ The seller/transferor (or decedent, if sold by the decedent's estate or trust) last used the property as the seller's/transferor's (decedent's) principal residence within the meaning of IRC Section 121 without regard to the two-year time period.

3. ☐ The seller/transferor has a loss or zero gain for California income tax purposes on this sale. To check this box you must complete Form 593-E, Real Estate Withholding-Computation of Estimated Gain or Loss, and have a loss or zero gain on line 16.

4. ☐ The property is being compulsorily or involuntarily converted and the seller/transferor intends to acquire property that is similar or related in service or use to qualify for nonrecognition of gain for California income tax purposes under IRC Section 1035.

5. ☐ The transfer qualifies for nonrecognition treatment under IRC Section 351 (transfer to a corporation controlled by the transferor) or IRC Section 721 (contribution to a partnership in exchange for a partnership interest).

6. ☐ The seller/transferor is a corporation (or a limited liability company (LLC) classified as a corporation for federal and California income tax purposes) that is either qualified through the California Secretary of State (SOS) or has a permanent place of business in California.

7. ☐ The seller/transferor is a joint partnership or a partnership qualified to do business in California (or an LLC that is classified as a partnership for federal and California income tax purposes and is not a single member LLC that is disregarded for federal and California income tax purposes).

8. ☐ The seller/transferor is a tax-exempt entity under California or federal law.

9. ☐ The seller/transferor is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust.

**Part III - Certifications that may partially or fully exempt the sale from withholding:**

Real Estate Escrow Person (REEP): See instructions for amounts to withhold.

10. ☐ The transfer qualifies as a simultaneous like-kind exchange within the meaning of IRC Section 1031.

11. ☐ The transfer qualifies as a deferred like-kind exchange within the meaning of IRC Section 1031.

12. ☐ The transfer of this property is an installment sale where the buyer/transferee is required to withhold on the principal portion of each installment payment. Copies of Form 593-I, Real Estate Withholding Installment Sale Acknowledgement, and the promissory note are attached.

**Seller/Transferor Signature**

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to libr.ca.gov and search for privacy notice. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I hereby certify that the information provided above is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent. I understand that I must retain this form in my records for 6 years and that the Franchise Tax Board may review relevant escrow documents to ensure withholding compliance. Completing this form does not exempt me from filling a California income or franchise tax return to report this sale.

<table>
<thead>
<tr>
<th>Seller/Transferor's Name and Title</th>
<th>Seller/Transferor's Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

| Spouse/RDP's Name | Spouse/RDP's Signature | Date |

**Seller/Transferor** If you checked any box in Part II, you are exempt from real estate withholding.

Except as to an installment sale, if the seller/transferor did not check any box in Part II or Part III of Form 593-C, the withholding will be 3½% (.0333) of the total sales price or the optional gain on sale withholding amount from line 5 of Form 593, Real Estate Withholding Tax Statement. If the seller/transferor does not return the completed Form 593 and Form 593-C by the close of escrow, the withholding will be 3½% (.0333) of the total sales price, unless the type of transaction is an installment sale. If the transaction is an installment sale, the withholding will be 3½% (.0333) of the first installment payment.

If you are withheld upon, the withholding agent should give you one copy of Form 593. Attach a copy to the lower front of your California income tax return and make a copy for your records.
EXHIBIT 9
**Noncash Charitable Contributions**

Attachments to your tax return if you claimed a total deduction of over $500 for all contributed property.

Information about Form 8283 and its separate instructions is at www.irs.gov/form8283.

Name(s) shown on your income tax return

### Note

Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

### Section A. Donated Property of $5,000 or Less and Publicly Traded Securities—List in this section only items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities even if the deduction is more than $5,000 (see instructions).

#### Part I

**Information on Donated Property**—If you need more space, attach a statement.

|   | (a) Name and address of the donee organization | (b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached). | (c) Description of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.) |
|---|---|---|
| 1 | A |  |  |
|   | B |  |  |
|   | C |  |  |
|   | D |  |  |
|   | E |  |  |

Note. If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (e), (f), and (g).

#### Part II

**Partial Interests and Restricted Use Property**—Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest.

b Total amount claimed as a deduction for the property listed in Part I: (1) For this tax year, (2) For any prior tax years.

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):

Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept.

e Name of any person, other than the donee organization, having actual possession of the property.

3a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?

b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?

c Is there a restriction limiting the donated property for a particular use?

**Yes**  **No**

For Paperwork Reduction Act Notice, see separate instructions.
Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 Check the box that describes the type of property donated:
   a [ ] Art* (contribution of $20,000 or more)  d [ ] Art* (contribution of less than $20,000)  g [ ] Collectibles**
   b [ ] Qualified Conservation Contribution  e [ ] Other Real Estate  h [ ] Intellectual Property
   c [ ] Equipment  f [ ] Securities  i [ ] Vehicles

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

<table>
<thead>
<tr>
<th></th>
<th>(a) Description of donated property (if you need more space, attach a separate statement)</th>
<th>(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift</th>
<th>(c) Appraised fair market value</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
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<tr>
<td>B</td>
<td></td>
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<td></td>
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<tr>
<td>C</td>
<td></td>
<td></td>
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<tr>
<td>D</td>
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</table>

(d) Date acquired by donor (mo., yr.) (e) How acquired by donor (f) Donor's cost or adjusted basis (g) For bargain sales, enter amount received

See instructions

<table>
<thead>
<tr>
<th></th>
<th>(h) Amount claimed as a deduction</th>
<th>(i) Date of contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
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<td>B</td>
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<td>C</td>
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<tr>
<td>D</td>
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</table>

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ➤

Signature of taxpayer (donor) ➤ Date ➤

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6665A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here

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<thead>
<tr>
<th></th>
<th>Signature ➤</th>
<th>Title ➤</th>
<th>Date ➤</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business address (including room or suite no.)</td>
<td></td>
<td>Identifying number</td>
<td></td>
</tr>
<tr>
<td>City or town, state, and ZIP code</td>
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</table>

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ➤

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8283, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? ➤ ☐ Yes ☐ No

Name of charitable organization (donee) Employer identification number

Address (number, street, and room or suite no.) City or town, state, and ZIP code

Authorized signature Title Date

183
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: September 7, 2017

TO: District Manager

FROM: Director of Planning and Maintenance

SUBJECT: Award of Contract for the Runkle Canyon Park Stormwater Improvement Project

Background and Overview:

At its meeting of August 3, 2017, the Board of Directors authorized the solicitation of bids for the Runkle Canyon Stormwater Improvement Project. This project was designed to eliminate flooding of the volleyball courts and other regions of isolated ponding throughout the park.

Plans for the project were prepared in-house by planning staff and the project was bid under a single lump sum contract.

A Notice Inviting Bids for the project was published in the Ventura County Star on August 6, 2017. Ten contractors received bid packages for the project.

On August 22, 2017, seven sealed bids were received from the following contractors in time for the opening of bids:

<table>
<thead>
<tr>
<th>Company</th>
<th>Base Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ardalan Construction Co., Inc., Thousand Oaks, CA</td>
<td>$ 58,000.00</td>
</tr>
<tr>
<td>Lee Construction Co., Simi Valley, CA</td>
<td>$ 68,530.00</td>
</tr>
<tr>
<td>Draper Construction, Somis, CA</td>
<td>$ 69,325.00</td>
</tr>
<tr>
<td>Unlimited Engineering Contracting Co., Inc., Simi Valley, CA</td>
<td>$ 78,000.00</td>
</tr>
<tr>
<td>Fleming Environmental, Inc., Fullerton, CA</td>
<td>$ 79,833.00</td>
</tr>
<tr>
<td>Y Ko Construction Co., Woodland Hills, CA</td>
<td>$109,000.00</td>
</tr>
<tr>
<td>JEvans Construction, Agoura, CA</td>
<td>$131,894.00</td>
</tr>
</tbody>
</table>

Based on the bids received, staff is recommending that a contract be awarded to the apparent lowest responsible/responsive bidder, Ardalan Construction Co., of Thousand Oak, California with a Base Bid proposal price in the amount of $58,000.00. Ardalan Construction has previous experience working for the Park District with the successful completion of the Historic Restoration of the Pitting Shed and Structural and Seismic Upgrades for the Barber Shop at Strathearn Historical Park. Currently, Ardalan Construction is under contract with the Simi Valley Unified School District to provide miscellaneous improvements at seven different school locations.
**Fiscal Impact:**

Allowing for a 10% construction contingency, the estimated construction total to complete this project is estimated at $63,800.00 [Base Bid ($58,000.00) + 10% Construction Contingency ($5,800.00) = $63,800.00].

Funding for this project has been earmarked in the District’s *Preliminary Budget for FY 2017-18* under the Park Dedication Fee Fund (Fund 40) in the amount of $60,000.00. Funding shortfall ($3,800.00) to complete this project can be addressed through the reallocation of uncommitted PDF Funds identified in the District’s *Preliminary Budget for FY 2017-18* in the amount of $207,000.00. It should be noted that this account was also used to cover deficit funding for the Guardian Building Phase One Office Improvement Project in the amount of $39,712.22.

**Board Action Requested:**

That the Board:

1. Award a contract for the Runkle Canyon Park Stormwater Improvement Project to Ardalan Construction Co., Inc. of Thousand Oaks, CA in the amount of $58,000.00.

2. Authorize the District Manager to execute an Agreement with the awarded company on behalf of the Park District and to amend the Agreement for project contingencies in an amount not to exceed 10%, or $5,800.00, if and when the need arise for extra work or modifications to the project.

Wayne Nakaoka  
Director of Planning and Maintenance
Agreement With Ardalan

Construction Co., Inc.

for the

Runkle Canyon Park

Stormwater Improvement Project
RANCHO SIMI RECREATION AND PARK DISTRICT

PUBLIC WORKS CONTRACT PROJECT
RUNKLE CANYON PARK STORMWATER IMPROVEMENT
SIMI VALLEY, CA

THIS AGREEMENT "Agreement" is made and entered into this _____ day of ____________, 2017, 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 ARDALAN CONSTRUCTION CO., INC., a California Corporation, located at 8 E. Gainsborough Road, Thousand Oaks, CA 91360, 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 August 22, 2017, for the following:

RUNKLE CANYON PARK STORMWATER IMPROVEMENT PROJECT

In the City of Simi Valley, 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 September 7, 2017, 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 FIFTY-EIGHT THOUSAND AND NO/00 DOLLARS ($58,000.00), 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).

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 TWO MILLION DOLLARS ($2,000,000) with no aggregate, unless the carrier provides verification that there are no claims outstanding which would reduce the total coverage to less than TWO MILLION DOLLARS ($2,000,000), in which case the aggregate may be TWO MILLION DOLLARS ($2,000,000);

(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 ______________________, 2017, by their respective officers duly authorized in that behalf.

ATTEST:

__________________________
Larry Peterson, District Clerk

RANCHO SIMI RECREATION AND PARK DISTRICT:

by__________________________
Larry Peterson, District Manager

APPROVED AS TO FORM:

__________________________
Brian A. Pierik, District Counsel

ARDALAN CONSTRUCTION CO., INC.,
A California Corporation

by__________________________
President

by__________________________
Secretary
Exhibit A

Contractor’s Bid Proposal
PROPOSAL

PROJECT: RUNKLE CANYON PARK STORMWATER IMPROVEMENT PROJECT

PROJECT NO: 093-2017-05

PROJECT LOCATION: 3302 Fir Avenue, Simi Valley, CA

BIDDER: ARDALAN CONSTRUCTION COMPANY, INC.

BID OPENING DATE: August 22, 2017

TIME: 2:00 pm

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

Directors:

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

Runkle Canyon Park Stormwater Improvement Project
3302 Fir Avenue
Simi Valley, California

and after having carefully examined the location of the proposed work, Drawings and Project Manual (specifications) 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 (District).

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 Payment and Performance Bonds, if requested and directed by District.

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.
BASE BID (refer to unit prices on page 00401-3):

Runkle Canyon Park Stormwater Improvement Project:

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

The lump sum of FIFTY EIGHT THOUSAND Dollars

($58,000)

UNIT PRICES

All bidders are required by the District to submit itemized unit prices for the Base Bid 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 District hereby notifies the bidders that the quantities shown are only estimations used by the District to determine the lowest responsible bidder. The District advises bidders to make their own quantity calculations for bid purposes and adjust the quantities as required. For items not specifically mentioned in this unit price sheet, the bidder shall incorporate those costs into the closest resembling item(s).

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

The bidder is advised that the total sum of all of the unit prices should equal the Base Bid shown on page 00401-3.
BASE BID UNIT PRICES:

<table>
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<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td><em><strong>GENERAL</strong></em></td>
<td></td>
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<tr>
<td>1. MOBILIZATION</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>$6,000</td>
</tr>
<tr>
<td><em><strong>CONSTRUCTION</strong></em></td>
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<tr>
<td>2. SUBSURFACE DRAIN PIPE SYSTEM</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>$16,000</td>
</tr>
<tr>
<td>(Complete in place, ready to use)</td>
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<tr>
<td>3. TRENCHING, EXCAVATION, &amp; BACKFILL</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>$24,000</td>
</tr>
<tr>
<td>8. CONCRETE V-DITCH</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>$12,000</td>
</tr>
</tbody>
</table>

BASE BID CONSTRUCTION TOTAL: $54,000
(This amount to equal base bid on Page 00401-2)

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) calendar 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 "Base Bid" proposal price conforming to the plans and specifications for the project.

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.
C. Within ten (10) days of the mailing by the District of the notification of award of Contract, the Contractor shall provide all bonds required and execute the formal Contract in proper form.

D. Within fifteen (15) days from the mailing by the District of notification to commence work, the Contractor shall commence work and shall complete the same within the allotted time and in accordance with the Contractor Documents.

STATE LICENSES

The undersigned hereby certifies that he is currently the holder of a valid license as a Contractor in the State of California where the work is to be done and that his license covers the type of work for which this proposal is made in accordance with the provisions of Chapter 9, Division 4, of the Business and Professional Code for the State of California.

INSURANCE

The undersigned agrees to furnish certificate of public liability insurance, workmen's compensation, and such other insurance as will protect him, and 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 $2,000,000 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 Contract 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. Workmen's Compensation coverage as required and described by the State of California.

BONDS

The undersigned agrees to furnish the District with satisfactory labor and material 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% 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 Park District will provide the contractor with the initially required building permit, grading permit, and encroachment permit for the project if required. The contractor will be responsible for subsequent permit fees (including plan check fees) from the appropriate public authority(ies) for acts created by the contractor. These include but are not limited to contractor's modifications, substitutions and/or corrective modifications required during the course of the work from contractor's oversight or negligence. The contractor will not be responsible for subsequent plan check and permit fees for modifications requested by the District, District's Consultants, and plan clarification(s) for oversights by the District's Consultants.

The Contractor will also be required to obtain and pay for an "Encroachment Permit" for the transportation of materials and debris on city streets from the City of Simi Valley Department of Public Works. All incidentals (haul route plans, insurance certificates, securities, etc.) necessary to obtain the permits shall be provided by the contractor as part of the projects base bid proposal. A copy of the "Encroachment Permit" must be provided to the Park District prior to transportation of materials to and from the project site.

The contractor shall obtain and pay for other permits relating to City and county agencies, including business tax, haul and dump permits as required.

The contractor will arrange and pay for all meter and connection permits and/or any cost or fees
for utilities, including water, sewer, electrical, telephone, storm drain, etc., for this project.

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 1771.7, a contractor or subcontractor shall 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 Section 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 preform public work, pursuant to Labor Code Section 1725.5.

Bid Proposal
00401 - 6

BIDDER'S INITIALS L.A.
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 drawings, Project Manual including specifications, addenda (if any) and other Contract Documents, has visited the site, and is thoroughly familiar with the contents and all of the conditions thereof.


ADDENDA

This bid includes ADDENDUM NO: N/A Dated: ______________________

________________________

________________________

________________________

________________________

________________________

Bid Proposal
00401 - 7

BIDDER'S INITIALS J.A.
ASSIGNMENT

This Contract shall not be assigned by the Contractor.

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 of forbearance by the 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 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 right or powers herein conferred upon the District.
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 and neither collusion nor made in the interest of any other person and has not included anyone to submit a sham bid or refrain from bidding.

NAME OF BIDDER  ARDALAN CONSTRUCTION COMPANY, INC.

BY  MOZAFAR ARDALAN

TITLE  PRESIDENT

ADDRESS  8 E. GAINSBOROUGH ROAD
          THOUSAND OAKS, CA 91360

PHONE NO.  805-496-7273

CONTRACTOR'S LICENSE NO. 893121  EXP. DATE  03/31/2019

PRIMARY CLASS  A & B

SECONDARY CLASS  

Date

(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

Bid Proposal  00401 - 9

BIDDER'S INITIALS  

205
SUBCONTRACTORS LIST

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

BY: ARDALAN CONSTRUCTION COMPANY, INC.
hereinafter called "Bidder"

PROJECT: In accordance with Article 17 of Instructions to Bidders, pursuant to bidding for the Work titled:

Runkle Canyon Park Stormwater Improvement Project

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

Provide signature identical to that shown on the Bid Form:

BIDDER: ARDALAN CONSTRUCTION COMPANY, INC.

END OF DOCUMENT

DATE: 8/22/2017

Subcontractors List
00430-1
STATEMENT OF QUALIFICATIONS

1.01 INSTRUCTIONS

A. All questions must be completed with clear and comprehensive information. If necessary, questions may be answered on separate attached sheets.

B. This form shall be submitted with the contractor’s proposal at the time of the Bid Opening.

2.01 CONTRACTOR/BIDDERS GENERAL INFORMATION

A. Name of Contractor/Bidder:

ARDALAN CONSTRUCTION COMPANY, INC.

B. Permanent Office Address:

8 E. GAINSBOROUGH ROAD

THOUSAND OAKS, CA 91360

C. Mailing Address:

SAME

D. Telephone Number: 805-496-7273

E. Facsimile Number: 805-496-7310

F. E-Mail Address: MOZI@ARDALANCC.COM

G. Contact Person (regarding Statement of Qualifications inquiries):

MOZAFAR ARDALAN

PRESIDENT

(Name) (Title)

H. Is Contractor/Bidder’s firm a corporation established under the guidelines of the State of California? Yes (X) No ( )

If yes, please complete Part One below. If no, please complete Part Two below.

Part One (yes)

1. Please list Corporate Officers and Titles:

MOZAFAR ARDALAN, PRESIDENT

LEA McLAUGHLIN, SECRETARY

2. Year of Incorporation: 02/13/2001
Part Two (no)

1. Please explain if Contractor/Bidder’s firm is a Sole Proprietorship, Partnership or a Corporation established in another State.

   N/A

2. Please list Owner, Partners or Corporate Officers and Titles:

   MOZAFAR ARDALAN, PRESIDENT
   LEA MCLAUGHLIN, VICE PRESIDENT

3. Year of Incorporation or Establishment of Business:

   2/13/2001

G. Number of Full-time Employees: 9

2.02 CONTRACTORS LICENSE INFORMATION (California only)

A. Primary License Classification: (B) GENERAL CONTRACTING

   License Number: 893121
   Year Issued: 03/23/2007

B. Secondary License Classification(s): (A) GENERAL ENGINEERING

   License Number: 893121
   Year Issued: 04/10/2014

3.01 CONTRACTOR/BIDDER’S BUSINESS HISTORY

A. Current Construction Contracts: Please list all current construction contracts (public or private) that your firm is currently performing

   1. Name of Project: SEE ATTACHED LIST
   Project Address: 
   Name of Agency or Owner: 
   Amount of Contract: $_______ % complete
   Anticipated Completion Date: 

   2. Name of Project: 
   Project Address: 

Statement of Qualifications
00440-2
B. Construction Bonding (Surety) Information: Please list the company names, agents and telephone numbers of the surety firms from whom your firm has obtained Performance/Payment Bonds for construction contracts within the past five years.

SEE ATTACHED

C. Insurance Company Information: Please list the company names, agents and telephone numbers from whom your firm has obtained General Liability Insurance for construction contracts within the past five years.

SEE ATTACHED

Statement of Qualifications
00440-3
<table>
<thead>
<tr>
<th>#</th>
<th>Project Name, Owner, Architect &amp; Location</th>
<th>Project Description &amp; Lic.</th>
<th>Contract</th>
<th>Contact &amp; Tel.</th>
<th>Start Date</th>
<th>Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1712</td>
<td>Santa Susana Elementary School AC Pavement &amp; Landscaping Simi Valley Unified School District 875 E. Cochran Street, Simi Valley, CA 93065 RRM Design Group 3765 S. Higuera, San Luis Obispo, CA 93401 Contact: Chris Dufour Ph. (805) 543-1794</td>
<td>Clearing, grading, removal and replacement of asphalt pavement, installation of concrete pavement and pavers, irrigation systems, landscaping, and other improvements.</td>
<td>$1,190,000</td>
<td>Ms. Malihe Shokouhi  (213) 718-0462</td>
<td>Jun-17</td>
<td>Aug-17 In Progress 0%</td>
</tr>
<tr>
<td>1712</td>
<td>Township Elementary School Courtyard Improvement Simi Valley Unified School District 875 E. Cochran Street, Simi Valley, CA 93065 RRM Design Group 3765 S. Higuera, San Luis Obispo, CA 93401 Contact: Chris Dufour Ph. (805) 543-1794</td>
<td>Providing new paving, fencing, landscaping, and irrigation systems.</td>
<td>$889,000</td>
<td>Mr. Jim McGregor  (805) 551-2555</td>
<td>Jun-17</td>
<td>Aug-17 In Progress 0%</td>
</tr>
<tr>
<td>1711</td>
<td>Asphalt Paving 2017 Phase II Simi Valley Unified School District 875 E. Cochran Street, Simi Valley, CA 93065 NV5 Consultants 1868 Palma Dr, Ventura, CA 93003 Contact: Shaun Simon Ph. 805-656-6074 e-mail: <a href="mailto:shaun.simon@nv5.com">shaun.simon@nv5.com</a></td>
<td>Removal of existing pavement, installation of new pavement</td>
<td>$889,000</td>
<td>Ms. Malihe Shokouhi  (213) 718-0462</td>
<td>Jun-17</td>
<td>Aug-17 In Progress 0%</td>
</tr>
<tr>
<td>1710</td>
<td>Santa Susana Elementary School Concrete Paving 2017 Simi Valley Unified School District 875 E. Cochran Street, Simi Valley, CA 93065 Mollenhauer Group 919 W. Glenoaks Blvd., 2nd Floor, Glendale, CA 91202 Contact: Thomas Tran Tel. (818) 937-9899</td>
<td>Removal of existing pavement, grading, installation of drainage systems, installation of concrete pavement.</td>
<td>$179,000</td>
<td>Ms. Malihe Shokouhi  (213) 718-0462</td>
<td>Jun-17</td>
<td>Jul-17 In Progress 0%</td>
</tr>
<tr>
<td>1707</td>
<td>Royal High School Girls Locker Room Renovation Simi Valley Unified School District 875 E. Cochran Street, Simi Valley, CA 93065 Amador Whittle Architects, Inc 28328 Agoura Road, Suite 203, Agoura Hills, CA 91301 Contact Person: Bill Amador <a href="mailto:bill@awaarchitect.com">bill@awaarchitect.com</a> Ph. (805) 530-3938</td>
<td>Interior modernization and upgrades of the Girl's locker room.</td>
<td>$993,000</td>
<td>Ms. Malihe Shokouhi  (213) 718-0462</td>
<td>May-17</td>
<td>Sep-17 In Progress 0%</td>
</tr>
<tr>
<td>1706</td>
<td>Chavez School HVAC Modernization Oxnard School District 1051 South A Street, Oxnard, CA 93030 Fiewelling &amp; Moody 815 Colorado Blvd., Suite 200, Los Angeles, CA 90041 Ph. (805) 323-543-8300</td>
<td>Major modernization of the HVAC system, building upgrades and minor site work.</td>
<td>$1,153,000</td>
<td>Mr. David Fateh  (805) 385-1514 x2501</td>
<td>May-17</td>
<td>Aug-17 In Progress 0%</td>
</tr>
<tr>
<td>Project ID</td>
<td>Description</td>
<td>Cost</td>
<td>Contact Person</td>
<td>Start Date</td>
<td>Progress</td>
<td></td>
</tr>
<tr>
<td>------------</td>
<td>------------------------------------------------------------------------------</td>
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<td></td>
</tr>
</tbody>
</table>
| 1703       | Royal High School Fencing & Hardscape Upgrades                             | $438,900 | Mr. Tim Murphy  
(805) 306-4569 | May-17     | Jul-17  In Progress 30% |
|            | Site concrete, fencing and gates upgrades.                                 |       |                         |            |          |
| 1625       | Santa Susana High School Data Center                                       | $408,000 | Mr. Tim Murphy  
(805) 306-4569 | Dec-16     | Aug-17  In Progress 80% |
|            | Mechanical, Electrical, Plumbing and Site Upgrades                         |       |                         |            |          |
|            | 875 E. Cochran Street, Simi Valley, CA 93065                               |       |                         |            |          |
|            | Jordan, Gilbert, & Bain Landscape Architects, Inc.                         |       |                         |            |          |
|            | 459 N. Ventura Ave., Ventura, CA 93001                                    |       |                         |            |          |
|            | Contact Person: John Bain                                                 |       |                         |            |          |
|            | john@jordan-gilbert.com                                                    |       |                         |            |          |
|            | Ph. (805) 642-3641                                                        |       |                         |            |          |
|            | 1703 Royal High School Fencing & Hardscape Upgrades                         |       |                         |            |          |
| 1625       | Santa Susana High School Data Center                                       |       |                         |            |          |
|            | 875 E. Cochran Street, Simi Valley, CA 93065                               |       |                         |            |          |
|            | Amador Whittle Architects, Inc.                                            |       |                         |            |          |
|            | 28328 Agoura Road, Suite 203, Agoura Hills, CA 91301                       |       |                         |            |          |
|            | Contact Person: Bill Amador                                                |       |                         |            |          |
|            | hill@awaarchitect.com                                                      |       |                         |            |          |
|            | Ph. (805) 530 3938                                                        |       |                         |            |          |
Legal Actions/Insurance Claims: If your firm is the apparent low bidder, the Rancho Simi Recreation and Park District may require a detailed explanation for the following questions prior to an award of contract:

1. Have any type of claims (liability or worker's compensation) been filed against your firm within the past five years? NO

2. How many industrial accidents have occurred on job sites under your firm's control within the past five years? NONE

3. Are there any legal actions pending against your firm in affiliation with previous construction contracts or activities? NO

4. Have any judgments been awarded against your firm arising out of prior construction activity? NO

5. Has your firm ever been released from or failed to complete a construction contract? NO

4.01 PUBLIC AGENCY REFERENCES

Please list three (3) public agencies for which your firm has completed similar contracts/work within the past five years:

A. Project Name: SEE ATTACHED

Project Address: 

Agency Name: 

Contact Person: Phone No.: 

Amount of Contract Date Completed: 

Type of Work: 

B. Project Name: 

Project Address: 

Agency Name: 

Statement of Qualifications 00440-4
Contact Person: __________________________ Phone No.: __________________________
Amount of Contract __________________________ Date Completed: __________________________
Type of Work: __________________________

C. Project Name: __________________________
Project Address: __________________________
Agency Name: __________________________
Contact Person: __________________________ Phone No.: __________________________
Amount of Contract __________________________ Date Completed: __________________________
Type of Work: __________________________

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Rancho Simi Recreation and Park District, in verification of the recitals comprising this "Statement of Qualifications".

Dated at THOUSAND OAKS, CA this 22 day of AUGUST, 2017.
FIRM: ARDALAN CONSTRUCTION COMPANY, INC.
BY: MOZAFAR ARDALAN
TITLE: PRESIDENT

END OF DOCUMENT
BOND & INSURANCE REFERENCES

Ohio Casualty/Reed Surety

Santa Ana: Kevin Reed
1941 Derby Drive
Santa Ana, CA 92705
(714) 389-6797

All Budget Insurance

Oxnard: Mr. Mike Soheily
4047 Saviors Road
Oxnard, CA 93033
(805) 487-0202

Insurance Carriers:

Auto: Allstate Insurance Company
Workers Compensation: Everest National Insurance Company
Liability Insurance: Scottsdale Insurance Company
REFERENCES

Banks:
- Citibank, N.A.
  33-M North Moorpark Rd, Thousand Oaks, CA 91360
  T: 805-495-7425
  Ms. Joanne Ferguson-Wotawa

- Bank of America
  152 W. Hillcrest Dr, Thousand Oaks, CA 91360
  T: 805.495.7044

DSA Inspectors of Record:
- Mr. Duncan McKay
  T: 805-402-0009

- Mr. Frank Coughlin
  T: 805-520-8012

- Mr. Steve Madison
  T: 661-810-5092

OwnerReferences:
- Oxnard School District
  David Fateh – 805-385-1514

- Simi Valley Unified School District
  Tim Murphy – 805-306-4569

- Conejo Valley Unified School District
  Tim McCabe – 805-497-9511

TradeReferences:
- Precision Plumbing
  T: 805-529-4748
  Mr. Daniel Bascom

- Magnum Fence & Security
  Mr. Ralph Coolman
  Tel: 805-641-3656

- HR Towers
  Mr. Randy Towers
  Tel: 805-405-1871
Vendor References:

White Cap – Mike Colazzo
Customer No: 117466000 Tel: 805-207-7115

National Ready Mixed Concrete Co.
Customer No: 9808 Tel: 818-728-5200

State Ready Mix
Customer No: 103262 Tel: 805-647-2817

Stock Building Supply
Keith: Tel: 805-526-3434

Public Agencies:

Oxnard School District
1051 South ‘A’ St., Oxnard, CA 93030
Mr. David Fateh – 805-385-1514

Simi Valley Unified School District
875 E. Cochran St., Simi Valley, CA 93065
Mr. Tim Murphy – 805-306-4569

Conejo Valley Unified School District
1400 Janss Rd., Thousand Oaks, CA 91362
Mr. Tim McCabe – 805-497-9511 x484

Housing Authority of the City of Santa Barbara
808 Laguna Street, Santa Barbara, CA 93101
Mr. Hector Torres – 805-897-1060
AFFIRMATIVE ACTION PROGRAM

Contractor/Subcontractor EEO Status Report

In compliance with Chapter IV (commencing with Section 30) to Division I of Part I of Title 5 of the California Administrative Code, the entity for which the Work of the Contract is to be performed is required to take affirmative action to assure Equal Opportunity Employment.

Pursuant to Executive Order 11246, as amended, you are advised that under the provisions of government contracting and in accordance with the Executive Orders, contractors and subcontractors are obligated to take affirmative action in providing equal employment opportunities regardless of race, creed, color, national origin, age, sex, or physical handicap where the latter does not affect one's job performance.

Your commitment to Equal Opportunity Employment is expected to be reflected in the racial and sexual composition of your firm's workforce and a vigorous Affirmative Action Plan shall be undertaken to overcome underutilization.

THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH YOUR BID DOCUMENTS, SUBCONTRACTORS WILL FILE IDENTICAL REPORTS WITH CONTRACTOR FOR SUBMISSION WITH THE EXECUTED CONTRACT.

Firm Name ARDALAN CONSTRUCTION COMPANY, INC  Telephone (805) 496-7273
Street Address 8 E. GAINSBOURGH ROAD,
City THOUSAND OAKS  State CA  Zip Code 91360
Number of Employees 9
This Firm is:
X Independently Owned and Operated
____ An Affiliate
Parent Company: ________________________________

or

____ A Subsidiary
Address: ______________________________________

or

____ A Division:

X Small Business  ____ Large Business

Contractor Has  Contractor Has Not
Held contracts or subcontracts subject to the Equal Opportunity Clause of Executive Order 11245.

X

Filed the Equal Employment Opportunity Information Report EEO-1 for the period ending March 31 prior.

____ X

Filed Equal Employment Opportunity Information Report EEO-1 when required.

X  X

Developed a written Affirmative Action Program.

Contractor's Equal Employment Opportunity Program has X has not X been subject to a Government Equal Opportunity Compliance Review.

If so, when: ____________________________
Contractor acknowledges receipt of the notice to prospective subcontractor or requirement for certification of nonsegregated facilities and certifies (does not certify) compliance with that requirement.

Signature

Title PRESIDENT

Date 8/22/2017

END OF DOCUMENT
KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned as Principal, and *The Ohio Casualty Insurance Company* as Surety, are hereby held and firmly bound unto the Rancho Simi Recreation and Park District, hereinafter called the District, in the penal sum of Ten percent of amount bid Dollars ($ 10% of bid), for the payment of which sum, in lawful money of the United States, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

THE CONDITION of the above obligation is such that whereas the Principal has submitted to the District, the accompanying bid dated August 22, 2017, attached hereto for the WORK of the Project entitled: Runkle Canyon Park Stormwater Improvement Project, in strict accordance with the specifications and drawings on file at the office of the Rancho Simi Recreation and Park District.

NOW THEREFORE: If the above burden Principal shall not withdraw said bid within forty-five (45) days after the opening of the same, and, if the Principal is given Notice of Intent to Award Contract, and shall within the period specified therefore, or, if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, return executed copies of the Agreement to the District in accordance with the Bid as accepted and, when required, give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or:

In the event of the withdrawal of said bid within the period specified or the failure specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

THE SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the Bid Documents accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work; or to the Bid Documents.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 18th day of August 2017, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) Principal
By: A. A. A
Title: Mostafa Ardalan, President

(Corporate Seal) Surety
By: ________________
Title: Kevin P. Reed, Attorney-in-Fact

END OF DOCUMENT
POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kevin P. Reed; Marcus Reed

all of the city of Orange, state of CA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of January 2013.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: [Signature]
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON
COUNTY OF KING

On the 6th day of January 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: [Signature]
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose by writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose by writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though signed manually.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of August 2013.

By: [Signature]
David M. Carey, Assistant Secretary
ACKNOWLEDGMENT

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

State of California
County of Orange

On August 18, 2017 before me, Brandon K. Grindel, Notary Public

(insert name and title of the officer)

personally appeared Kevin P. Reed

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

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

WITNESS my hand and official seal.

Signature: 

(Seal)
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: September 7, 2017

TO: District Manager

FROM: Director of Planning and Maintenance

SUBJECT: Approval for the Purchase of Five (5) John Deere TX Gators through National Purchasing Partners (NPP) and One (1) Toro Workman HDX-D through California Multiple Award Schedules (CMAS)

Background and Overview:

The Park District’s Grounds Maintenance Crews for Simi Valley and Oak Park maintain 46 parks (neighborhood and community parks) totaling 356 landscaped acres in addition to 28.6 acres of athletic fields located on School District campuses. These parks and School District campuses are geographically separated and maintained by five localized grounds maintenance crews (Far West, West, Central, East and Oak Park) stationed at satellite maintenance facilities located at each one of the District’s Community Parks.

Each of the satellite maintenance facilities is staffed and equipped to work independently, allowing each crew the latitude to cater to the needs of the surrounding community. As part of their basic equipment inventory, each satellite maintenance facility is equipped with two small multi-purpose maintenance utility vehicles, commonly referred to as “Gators”. The term “Gator” is a generic term used by Park District maintenance staff to describe any one of the small ground maintenance utility vehicles used at each community park to transport materials, equipment, and staff within the park, and is not dependent on the type, style or manufacturer of the vehicle. The use of Gators is highly efficient and eliminates the need to use full size vehicles for routine maintenance of the parks, rental set-ups, and trash runs.

Currently, the Park District has fourteen (14) Gators in its equipment inventory. As previously referenced, two Gators are stationed at each one of our community park satellite maintenance facilities, one is issued to our Utility Crew to aid in the maintenance of our open space trail system, and the three remaining District Gators are used by our resident caretakers working at Corriganville Park, Oak Canyon Community Park, and Strathearn Historical Park. The age and manufacturer of the District’s existing Gators varies, but all of them were purchased between 2002 and 2012.

Due to their age and increased frequency of repairs, staff is requesting to replace five (5) of the older Gators with newer models. Four of the Gators will go to the satellite maintenance facilities located at Rancho Santa Susana Community Park, Rancho Tapo Community Park, Rancho Madera Community Park, and Oak Canyon Community Park. The fifth John Deere TX Gator will be for the Guardian Building.
The proposed replacement Gator for the West Crew working out of Rancho Simi Community Park is a larger, more powerful Toro Workman HDX-D. The Toro Workman is capable of towing and operating a Harper Turbo Vac TV40R, which is planned as a future acquisition by the Park District to vacuum and pick-up the duck and geese remnants at the park. The total purchase price of the Harper Turbo Vac TV40RE is within the purchase authority of the District Manager and is not subject to public bid requirements.

Staff has obtained price quotes for the purchase of five (5) John Deere TX Gators through National Purchasing Partners (NPP) and one (1) Toro Workman HDX-D Gator from California Multiple Awards Schedules (CMAS). Both NPP and CMAS are approved Public Agency Purchasing Cooperatives. The five (5) John Deere TX Gators will be purchased through Cal-Coast Machinery, Inc., located in Oxnard, California under NPP Contract No. UVs (PG 8Z). The Toro Workman HDX-D Gator will be purchased through Turf Star Western located in Brea, California under CMAS State of California Contract No. 4-07-78-0036A.

The total purchase price for the five (5) John Deere TX Gators, including tax and delivery charges, is $44,031.43. The total purchase price for the Toro Workman HDX-D Gator is $25,077.97.

Fiscal Impact:

Funding for vehicle and capital equipment purchases has been earmarked in the District’s Preliminary Budget for FY 2017-18 under the Simi Valley Assessment Fund (Fund 30) in the amount of $200,000.00 and the Oak Park Assessment Fund (Fund 30) in the amount of $40,000.00 to cover the purchase of all six Gators.

Board Action Requested:

That the Board approve and authorize staff to purchase five (5) 2017 John Deere TX Gators from National Purchasing Partners (NPP) and one (1) 2017 Toro Workman HDX-D Gator through California Multiple Awards Schedules (CMAS) with the issuance of a purchase order.

Wayne Nakaoka
Director of Planning and Maintenance
ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNSN#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Cal-Coast Machinery, Inc.
2450 Eastman Avenue
Oxnard, CA 93030
805-981-2866
OXoffice@jdccm.com

---

Quote Summary

Prepared For:
Rancho Simi Rec & Park Dist
CA

Delivering Dealer:
Cal-Coast Machinery, Inc.
John Tarascio
2450 Eastman Avenue
Oxnard, CA 93030
Phone: 805-981-2866
Mobile: 805-207-9006
jttarascio@jdccm.com

Quote ID: 15463469
Created On: 01 June 2017
Last Modified On: 05 June 2017
Expiration Date: 05 July 2017

Equipment Summary

<table>
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<th>Item Description</th>
<th>Selling Price</th>
<th>Qty</th>
<th>Extended</th>
</tr>
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<tbody>
<tr>
<td>JOHN DEERE TX - California (Model Year 17) Contract: National Purchasing Partners (NPP) UVs (PG 8Z) Price Effective Date: June 1, 2017</td>
<td>$ 8,154.39</td>
<td>5</td>
<td>$ 40,771.95</td>
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<tr>
<td>JOHN DEERE Open Market Items</td>
<td>$ 95.00</td>
<td>1</td>
<td>$ 95.00</td>
</tr>
<tr>
<td><strong>Equipment Total</strong></td>
<td></td>
<td></td>
<td><strong>$ 40,866.95</strong></td>
</tr>
</tbody>
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*Includes Fees and Non-contract items

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Quote Summary

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<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment Total</td>
<td>$ 40,866.95</td>
</tr>
<tr>
<td>Trade In SubTotal</td>
<td>$ 40,866.95</td>
</tr>
<tr>
<td>Sales Tax - (7.75%)</td>
<td>$ 3,164.48</td>
</tr>
<tr>
<td>Est. Service Agreement Tax Total</td>
<td>$ 44,031.43</td>
</tr>
<tr>
<td>Down Payment</td>
<td>(0.00)</td>
</tr>
<tr>
<td>Rental Applied</td>
<td>(0.00)</td>
</tr>
</tbody>
</table>

Salesperson: X

Accepted By: X
<table>
<thead>
<tr>
<th>All Purchase Orders Must Be Made Out To (Vendor):</th>
<th>All Purchase Orders Must Be Sent To Delivering Dealer:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deere &amp; Company</td>
<td>Cal-Coast Machinery, Inc.</td>
</tr>
<tr>
<td>2000 John Deere Run</td>
<td>2450 Eastman Avenue</td>
</tr>
<tr>
<td>Cary, NC 27513</td>
<td>Oxnard, CA 93030</td>
</tr>
<tr>
<td>FED ID: 36-2382580; DUN'S#: 60-7690989</td>
<td>805-981-2866</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:OXoffice@jdccm.com">OXoffice@jdccm.com</a></td>
</tr>
</tbody>
</table>

| Balance Due | $44,031.43 |

Salesperson: X

Accepted By: X
Selling Equipment

Quote Id: 15463469  Customer Name:  

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):  
Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:  
Cal-Coast Machinery, Inc.  
2450 Eastman Avenue  
Oxnard, CA 93030  
805-981-2866  
OXoffice@jdccm.com

---

JOHN DEERE TX - California (Model Year 17)

**Hours:**  

**Stock Number:**

**Contract:** National Purchasing Partners (NPP) UVs (PG 8Z)

**Price Effective Date:** June 1, 2017

**Selling Price:** $8,154.39

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Qty</th>
<th>List Price</th>
<th>Discount%</th>
<th>Discount Amount</th>
<th>Contract Price</th>
<th>Extended Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>5718M</td>
<td>TX - California (Model Year 17)</td>
<td>5</td>
<td>$8,479.00</td>
<td>16.00</td>
<td>$1,356.64</td>
<td>$7,122.36</td>
<td>$35,611.80</td>
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</tbody>
</table>

* Price per item - includes Fees and Non-contract items

**Standard Options - Per Unit**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Qty</th>
<th>List Price</th>
<th>Discount%</th>
<th>Discount Amount</th>
<th>Contract Price</th>
<th>Extended Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1016</td>
<td>AT (All Terrain) Tires</td>
<td>5</td>
<td>$0.00</td>
<td>16.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>2017</td>
<td>Adjustable Seat</td>
<td>5</td>
<td>$90.00</td>
<td>16.00</td>
<td>$14.40</td>
<td>$75.60</td>
<td>$378.00</td>
</tr>
<tr>
<td>3004</td>
<td>Deluxe Cargo Box with Reflectors and Spray-On Liner</td>
<td>5</td>
<td>$270.00</td>
<td>16.00</td>
<td>$43.20</td>
<td>$226.80</td>
<td>$1,134.00</td>
</tr>
<tr>
<td>3100</td>
<td>Less Power Lift</td>
<td>5</td>
<td>$0.00</td>
<td>16.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>4099</td>
<td>Less Front Protection Package</td>
<td>5</td>
<td>$0.00</td>
<td>16.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>4199</td>
<td>Less Rear Protection Package</td>
<td>5</td>
<td>$0.00</td>
<td>16.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Standard Options Total**

$360.00  

$57.60  

$302.40  

$1,512.00

**Dealer Attachments/Non-Contract/Open Market**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Qty</th>
<th>List Price</th>
<th>Discount%</th>
<th>Discount Amount</th>
<th>Contract Price</th>
<th>Extended Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>BM23734</td>
<td>Cargo Box Power Lift</td>
<td>5</td>
<td>$821.76</td>
<td>16.00</td>
<td>$131.48</td>
<td>$690.28</td>
<td>$3,451.39</td>
</tr>
<tr>
<td>BM23989</td>
<td>Drawbar, 1.25 in. (38mm)</td>
<td>5</td>
<td>$38.51</td>
<td>16.00</td>
<td>$6.16</td>
<td>$32.35</td>
<td>$161.74</td>
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<tr>
<td>Dealer Attachments Total</td>
<td>$860.27</td>
<td>$137.64</td>
<td>$722.63</td>
<td>$3,613.13</td>
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</table>

**Value Added Services**

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Value Added Services Total</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<td></td>
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</table>

**Suggested Price**

$40,736.93

**Fees**

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>List Price</th>
<th>Discount%</th>
<th>Discount Amount</th>
<th>Contract Price</th>
<th>Extended Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non Taxable CA Tire Fee</td>
<td>5</td>
<td>$7.00</td>
<td></td>
<td></td>
<td>$7.00</td>
<td>$35.00</td>
</tr>
<tr>
<td>Equipment Fees Total</td>
<td></td>
<td>$7.00</td>
<td></td>
<td></td>
<td>$7.00</td>
<td>$35.00</td>
</tr>
</tbody>
</table>

**Total Selling Price**

$9,706.27  

$1,551.88  

$8,154.39  

$40,771.93
## JOHN DEERE Open Market Items

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Qty</th>
<th>List Price</th>
<th>Discount</th>
<th>Discount Amount</th>
<th>Contract Price</th>
<th>Extended Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>TM2241</td>
<td>Tech Manual CD</td>
<td>1</td>
<td>$65.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>$65.00</td>
<td>$65.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

### Standard Options - Per Unit

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Qty</th>
<th>List Price</th>
<th>Discount</th>
<th>Discount Amount</th>
<th>Contract Price</th>
<th>Extended Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>PC9461</td>
<td>Parts Manual CD</td>
<td>1</td>
<td>$30.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>$30.00</td>
<td>$30.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</table>

**Suggested Price:** $95.00

**Total Selling Price:**

<table>
<thead>
<tr>
<th></th>
<th><strong>$95.00</strong></th>
<th><strong>$0.00</strong></th>
<th><strong>$95.00</strong></th>
<th><strong>$95.00</strong></th>
</tr>
</thead>
</table>
TX 4x2
Traditional Utility Vehicle

⭐⭐⭐⭐⭐ [2] Recommended by 100.0%

- Best in class work capability
- Wide stance for enhanced stability
- Best in class cargo box
- In-store pickup or delivery available
Quotation for Rancho Simi Recs & Park Dist

Prepared For:  John Krieger
Rancho Simi Recs & Park Dist
1692 Sycamore Drive
Simi Valley, CA  93065

Quote No: 3286830-00
iQuote No: 2223364
Sales Person: Jon Paul Brinkman
jonpaul.brinkman@turfstar.com
(714) 256-5215

CMAS Pricing
CMAS CONTRACT# 4-07-51-0020A (mowers & grounds equipment)
CMAS CONTRACT# 4-07-78-0036A (vehicles)
Local agencies pay ZERO
State Agencies pay an administrative fee of 1.39%, billed direct by the Department of General Services
CMAS PRICING

Summary

<table>
<thead>
<tr>
<th>Configuration Name</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Sub Total</th>
<th>Sales Tax</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>010-Workman HDX-D Kubota Diesel 23.3HP</td>
<td>1</td>
<td>$23,382.72</td>
<td>$23,382.72</td>
<td>$1,695.25</td>
<td>$25,077.97</td>
</tr>
</tbody>
</table>

Totals:

<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$23,382.72</td>
<td>$1,695.25</td>
<td></td>
<td>$25,077.97</td>
</tr>
</tbody>
</table>
# Quotation for Rancho Simi Recs & Park Dist

**Quote No:** 3286830-00

---

**Configuration Product Details**

010-Workman HDX-D Kubota Diesel 23.3HP

<table>
<thead>
<tr>
<th>Model</th>
<th>Product Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Extended</th>
<th>Sales Tax</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>07385</td>
<td>Workman HDX-D Kubota Diesel 23.3HP</td>
<td>1</td>
<td>$21,989.76</td>
<td>$21,989.76</td>
<td>$1,594.26</td>
<td>$23,584.02</td>
</tr>
<tr>
<td>07316</td>
<td>High Flow Hydraulic Kit HDX Models Only</td>
<td>1</td>
<td>$1,392.96</td>
<td>$1,392.96</td>
<td>$100.99</td>
<td>$1,493.95</td>
</tr>
</tbody>
</table>

**Totals:**

$25,077.97
Workman® HDX-D (07385)

23.3 hp (18.5 kW) Kubota® 902D diesel engine
2 Wheel Drive
Total Payload Capacity of 3,244 lbs. (1,465 kg)
Towing Capacity of 3,500 lbs. (1,587 kg)
DATE: September 7, 2017

TO: Board of Directors

FROM: District Manager

SUBJECT: Receive and File Report Regarding District’s Maintenance and Permitted Uses of Simi Valley Unified School District Fields Located on Hillside, Berylwood, Apollo and Adult School Campuses

SUMMARY

This item appears on the Agenda at the request of Director Hostetler. On July 1, 2010, the First Addendum to Agreement for Joint Use of Grounds, Buildings, Facilities, and Equipment by the Rancho Simi Recreation and Park District and the Simi Valley Unified School District (hereinafter referred to as “Agreement”) became effective. Pursuant to this Agreement the Park District took over maintenance responsibilities for specified fields and facilities at the Hillside, Berylwood, Apollo and Adult School campuses. The Park District assumed the following responsibilities:

1. Perform maintenance at excellent or very good level.

2. Pick-up trash and debris and perform rodent control on a regular basis, mow turf 40-45 times per year, weed whip bi-weekly around fence lines and structures, perform aerification and dethatching as needed, fertilize 3 times per year, repair and replace irrigation parts/equipment as needed and trim trees located within the field boundaries for safety and aesthetics.

3. Assume scheduling of the school fields.

4. Respond to all complaints or issues with sports leagues and adjacent property owners.

5. Pay 50% of the watering costs.

Under the Agreement the School District has full and unrestricted use of the areas maintained by the Park District during normal and usual school hours and during other hours required for special school events.

The Agreement provides a one-year term of use for each location with the exception of the Apollo location which has an initial 10 year term. After the initial term(s) automatic renewals occur in one
(1) year increments unless written notice of termination on an individual location basis is provided 30 days prior to the expiration of the current term (no later than June 1st of each year).

As indicated in the initial staff report recommending consideration of the Agreement, the premise was the inability of the Park District’s park inventory to accommodate the demand from youth sports leagues and the School District’s economic condition which lead to its layoff of custodial and grounds maintenance personnel. The Park District also understood that available and affordable flat land that could be used for athletic fields was in short supply and that the cost to construct new fields would be prohibitively expensive. Thus, the Park District agreed to extend its resources and elevate the maintenance of existing fields within the community (on several School District campuses). This was intended to be a more practical and less expensive method of meeting the demand for fields.

At the time (February 2010) the annual water and labor costs for the District were estimated at $94,000. As indicated below the annual current costs for the maintenance efforts are close to $267,000. The table below lists the maintenance costs, permit issuance fees received by the District, and the primary user groups for each of the locations. The listed maintenance cost figures do not include supervisory or administrative time spent by Maintenance Supervisors, Director of Administration, Director of Recreation, Director of Planning and Maintenance or the District Manager.

<table>
<thead>
<tr>
<th>SCHOOL CAMPUS</th>
<th>ANNUAL MAINTENANCE COSTS</th>
<th>ANNUAL PERMIT ISSUANCE FEES</th>
<th>PRIMARY USER GROUPS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Berylwood</td>
<td>$63,155.50</td>
<td>$14,218.17</td>
<td>AYSO, Simi Youth Soccer, Girls Softball</td>
</tr>
<tr>
<td>Hillside</td>
<td>$118,309.63</td>
<td>$6,173.42</td>
<td>Simi Youth Soccer, SYB, I9</td>
</tr>
<tr>
<td>Simi Institute (Adult School) and Apollo</td>
<td>$85,628.12</td>
<td>$10,098.35</td>
<td>Girl’s Softball, Simi Valley Little League, Viking Football, Simi Storm Lacrosse</td>
</tr>
</tbody>
</table>

Satellite images of each location are attached. The red line on each image indicates the area of the Park District’s responsibility. The Exhibit references at the top of each of these pages is their reference within the original Agreement. Using those existing exhibit references, the following documents are attached:

EXHIBIT B – Berylwood Elementary School, beginning at page number 1

EXHIBIT C – Hillside Middle School, beginning at page number 9

EXHIBIT D and EXHIBIT E – Adult School and Apollo High School, beginning at page number 17

Detailed maintenance cost information is listed for each location in the Cost Estimate Worksheets that follow the satellite image for each location. The Cost Estimate Worksheet Cover Sheet is a summary of costs by location and the pages that follow that Cover Sheet indicate the detail calculations for each expense category.
RECOMMENDATION

Receive and file.

Larry Peterson
District Manager
EXHIBIT B

Berylwood Elementary School: 8.90 Acres
<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>O&amp;P %</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>NO.</td>
<td>UNIT</td>
<td>$ PER UNIT</td>
</tr>
<tr>
<td>1</td>
<td>Cover Sheet</td>
<td>1</td>
<td>Yr.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Mowing</td>
<td>1</td>
<td>Yr.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Trash Pick Up</td>
<td>1</td>
<td>Yr.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Routine Annual Maintenance Cost</td>
<td>1</td>
<td>Yr.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Annual Maintenance Cost - Special Maintenance Items</td>
<td>1</td>
<td>Yr.</td>
<td></td>
</tr>
</tbody>
</table>

Est. Total Annual Cost $63,155.50
# COST ESTIMATE WORKSHEET

**PROJECT:** Weekly / Annual Mowing  
**ESTIMATE NO.:** 06  
**PREPARED BY:** WIN  
**LOCATION:** Berylwood - School  
**DATE:** 8/2017

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>MATERIALS</th>
<th>LABOR</th>
<th>O&amp;P</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.01</td>
<td>Crew Leader: Mowing Crew</td>
<td>1</td>
<td>Hrs</td>
<td>$46.00</td>
<td>$184.00</td>
<td>$184.00</td>
</tr>
<tr>
<td>2.02</td>
<td>GK-2: West Crew</td>
<td>4</td>
<td>Hrs</td>
<td>$43.00</td>
<td>$86.00</td>
<td>$86.00</td>
</tr>
<tr>
<td>2.03</td>
<td>GK-1: Mowing Crew</td>
<td>2</td>
<td>Hrs</td>
<td>$21.15</td>
<td>$42.30</td>
<td>$42.30</td>
</tr>
<tr>
<td>2.04</td>
<td>PTMW-4: (2) Mowing Crew</td>
<td>2</td>
<td>Hrs</td>
<td>$21.15</td>
<td>$42.30</td>
<td>$42.30</td>
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<tr>
<td>2.05</td>
<td>Toro 590</td>
<td>1</td>
<td>Hrs</td>
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<td></td>
<td></td>
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<tr>
<td>2.06</td>
<td>Toro 72</td>
<td>2</td>
<td>Hrs</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2.07</td>
<td>Edger</td>
<td>1</td>
<td>Hrs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.08</td>
<td>Back Pack Blower</td>
<td>1</td>
<td>Hrs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.09</td>
<td>Weed Whip</td>
<td>1</td>
<td>Hrs</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**A Weekly Cost Sub-Total**  
$312.30

**B Annual Cost Multiplier: Cut once a week for 9 months of the year and every other week in Nov, Dec, and Jan.**  
46 Wks  
$312.30  
$14,365.80

**Est. Annual Cost**  
$14,365.80
## COST ESTIMATE WORKSHEET

**PROJECT:** Trash Pick-Up 3X per Week  
**ESTIMATE NO.:** 06  
**SHEET:** 3 OF 7  
**PREPARED BY:** WIN  
**DATE:** 8/2017  
**LOCATION:** Berylwood - School  
**PHASE:**  
**CHECKED BY:**  
**DATE:**

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>MATERIALS</th>
<th>LABOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>NO.</td>
<td>$ PER UNIT</td>
<td>TOTAL</td>
</tr>
<tr>
<td>3.01</td>
<td>GK-2: West Crew (1/2 Hr per Trip)</td>
<td>1.5</td>
<td>Hrs</td>
<td>$46.00</td>
</tr>
<tr>
<td>3.02</td>
<td>GK-1: West Crew (1/2 Hr per Trip)</td>
<td>1.5</td>
<td>Hrs</td>
<td>$43.00</td>
</tr>
<tr>
<td>3.03</td>
<td>Trash Bags</td>
<td>0.1</td>
<td>Box</td>
<td>$36.65</td>
</tr>
</tbody>
</table>

### A Weekly Cost Sub-Total

| A   | Weekly Cost Sub-Total                           |                                                   | $137.17 |

### B Annual Cost Multiplier: Three times per week for 52 weeks.

| B   | Annual Cost Multiplier: Three times per week for | 52       | Wks      | $3.67   | $133.50 | $7,132.84 |

Est. Annual Cost $7,132.84
# COST ESTIMATE WORKSHEET

**PROJECT:** Routine Annual Maintenance Cost  
**ESTIMATE NO.:** 06  
**PREPARED BY:** WIN  
**LOCATION:** Berrywood - Shool  
**DATE:** 8/2017

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>MATERIALS</th>
<th>LABOR</th>
<th>O&amp;P</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.01</td>
<td>Cragoe Pest Control (From 2016-17 Invoices)</td>
<td>1 Yr.</td>
<td>$963.88</td>
<td></td>
<td></td>
<td>$963.88</td>
</tr>
<tr>
<td>4.02</td>
<td>Fertilizer</td>
<td>1 Yr.</td>
<td>$27.30</td>
<td></td>
<td></td>
<td>$27.30</td>
</tr>
<tr>
<td>4.03</td>
<td>Weed Control: Round Up (2.5 Gallons)</td>
<td>1 Yr.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.04</td>
<td>(15) Irrigation Head Replacements (From 2016-17)</td>
<td>15 Ea</td>
<td>$48.30</td>
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<td></td>
<td>$724.50</td>
</tr>
<tr>
<td>4.05</td>
<td>GK-2: West Crew (1.5 Hrs./Wk.)</td>
<td>78 Hrs.</td>
<td>$46.00</td>
<td></td>
<td></td>
<td>$3,588.00</td>
</tr>
<tr>
<td>4.06</td>
<td>GK-1: West Crew (1.5 Hrs./Wk.)</td>
<td>78 Hrs.</td>
<td>$43.00</td>
<td></td>
<td></td>
<td>$3,354.00</td>
</tr>
<tr>
<td>4.07</td>
<td>GK-1: Irrigation Crew (1.5 Hrs. per head)</td>
<td>22.5 Hrs.</td>
<td>$43.00</td>
<td></td>
<td></td>
<td>$967.50</td>
</tr>
<tr>
<td>4.08</td>
<td>Crew Leader: Irrigation (Main Breaks+Backflow Repairs)</td>
<td>55 Hrs.</td>
<td>$53.00</td>
<td></td>
<td></td>
<td>$2,915.00</td>
</tr>
<tr>
<td>4.09</td>
<td>SDI</td>
<td>3 Hrs.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td>John Deere Tractor</td>
<td>3.5 Hrs.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.11</td>
<td>Spreader</td>
<td>3.5 Hrs.</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

A Annual Cost Sub-Total  

| TOTAL COST | $12,540.18 |

Est. Annual Cost  

<p>| TOTAL COST | $12,540.18 |</p>
<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>Materials</th>
<th>Labor</th>
<th>O&amp;P</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.01</td>
<td>Grass Seed</td>
<td>1 Yr.</td>
<td>$441.12</td>
<td></td>
<td></td>
<td>$441.12</td>
</tr>
<tr>
<td>5.02</td>
<td>Topper Mix</td>
<td>1 Yr.</td>
<td>$609.53</td>
<td></td>
<td></td>
<td>$609.53</td>
</tr>
<tr>
<td>5.03</td>
<td>Starter Fertilizer</td>
<td>3 Ea</td>
<td>$18.68</td>
<td></td>
<td></td>
<td>$56.04</td>
</tr>
<tr>
<td>5.04</td>
<td>Crew Leader: West Crew</td>
<td>20 Hrs.</td>
<td></td>
<td>$51.00</td>
<td></td>
<td>$1,020.00</td>
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<tr>
<td>5.05</td>
<td>GK-2: West Crew</td>
<td>26 Hrs.</td>
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<td>$46.00</td>
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<td>$1,196.00</td>
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<td>GK-1: West Crew</td>
<td>12 Hrs.</td>
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<td>$43.00</td>
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<td>$516.00</td>
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<td>5.07</td>
<td>John Deere Tractor</td>
<td>9 Hrs.</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.08</td>
<td>Dump Truck</td>
<td>5 Hrs.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.09</td>
<td>Ford Tractor</td>
<td>4 Hrs.</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>5.1</td>
<td>Spreader</td>
<td>9 Hrs.</td>
<td></td>
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<tr>
<td></td>
<td>Annual Cost Sub-Total</td>
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<td></td>
<td></td>
<td></td>
<td>$3,838.69</td>
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<tr>
<td></td>
<td>Est. Annual Cost</td>
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<td></td>
<td></td>
<td></td>
<td>$3,838.69</td>
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</table>
### COST ESTIMATE WORKSHEET

**PROJECT:** Daily Building Maintenance Custodial Cost  
**LOCATION:** Berylwood - School

**ESTIMATE NO.:** 06  
**PREPARED BY:** WIN  
**DATE:** 8/2017

**SHEET:** 6 OF 7

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>Materials</th>
<th>Labor</th>
<th>O&amp;P %</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Park District does not use School District Restrooms at this site.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Exterior Berylwood Restroom are cleaned and maintained as part of POM routine maintenance.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Est. Annual Cost | None |

---

*Note: The table is empty and the description of the project is provided.*
<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>Materials</th>
<th>Labor</th>
<th>O&amp;P</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A Annual Cost Sub-Total</td>
<td></td>
<td></td>
<td></td>
<td>$25,277.99</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>Est. annual Cost $25,277.99</td>
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</table>
Hillside Middle School: 12.90 Acres

*Includes use of Gymnasium Restrooms.
<table>
<thead>
<tr>
<th>NO.</th>
<th>ITEM</th>
<th>QUANTITY</th>
<th>Annual Cost</th>
<th>O&amp;P %</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cover Sheet</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Mowing</td>
<td>1 Yr</td>
<td>$18,887.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Trash Pick Up</td>
<td>1 Yr</td>
<td>$7,132.84</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Routine Annual Maintenance Cost</td>
<td>1 Yr</td>
<td>$14,586.31</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Annual Maintenance Cost - Special Maintenance Items</td>
<td>1 Yr</td>
<td>$12,956.48</td>
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</tr>
<tr>
<td>6</td>
<td>Building Maintenance Cost (Custodial)</td>
<td>1 Yr</td>
<td>$17,370.00</td>
<td></td>
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<tr>
<td>7</td>
<td>Utility Cost (Water and Electrical)</td>
<td>1 Yr</td>
<td>$47,376.40</td>
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<td></td>
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</table>

Est. Total Annual Cost $118,309.63
<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>MATERIALS</th>
<th>LABOR</th>
<th>O&amp;P %</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>NO.</td>
<td>UNIT</td>
<td>$ PER UNIT</td>
<td>TOTAL</td>
<td>$ PER UNIT</td>
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<tr>
<td>2.01</td>
<td>Crew Leader: Mowing Crew</td>
<td>2</td>
<td>Hrs</td>
<td>$51.00</td>
<td>$102.00</td>
<td></td>
</tr>
<tr>
<td>2.02</td>
<td>GK-2: West Crew</td>
<td>3</td>
<td>Hrs</td>
<td>$46.00</td>
<td>$138.00</td>
<td></td>
</tr>
<tr>
<td>2.03</td>
<td>GK-1: Mowing Crew</td>
<td>2</td>
<td>Hrs</td>
<td>$43.00</td>
<td>$86.00</td>
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</tr>
<tr>
<td>2.04</td>
<td>PTMW-4: (2) Mowing Crew</td>
<td>4</td>
<td>Hrs</td>
<td>$21.15</td>
<td>$84.60</td>
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</tr>
<tr>
<td>2.05</td>
<td>Toro 590</td>
<td>1</td>
<td>Hrs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.06</td>
<td>Toro 72: (2)</td>
<td>2</td>
<td>Hrs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.07</td>
<td>Edger</td>
<td>1</td>
<td>Hrs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.08</td>
<td>Back Pack Blower</td>
<td>1</td>
<td>Hrs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.09</td>
<td>Weed Whip</td>
<td>1</td>
<td>Hrs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Weekly Cost Sub-Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Weekly Cost Multiplier: Cut once a week for 9 months</td>
<td>46</td>
<td>Wks</td>
<td>$410.60</td>
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</tr>
</tbody>
</table>

of the year and every other week in Nov, Dec, and Jan.

Est. Annual Cost: $18,887.60
## COST ESTIMATE WORKSHEET

### PROJECT: Trash Pick-Up 3X per Week

**ESTIMATE NO.: 36**

**LOCATION: Hillside - Soccer Field**

**PREPARED BY: WIN**

**DATE: 8/2017**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>Materials</th>
<th>Labor</th>
<th>O&amp;P</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.01</td>
<td>1.5 Hrs</td>
<td>$46.00</td>
<td>$69.00</td>
<td></td>
<td>$69.00</td>
</tr>
<tr>
<td>3.02</td>
<td>1.5 Hrs</td>
<td>$43.00</td>
<td>$64.50</td>
<td></td>
<td>$64.50</td>
</tr>
<tr>
<td>3.03</td>
<td>0.1 Box</td>
<td>$36.65</td>
<td>$3.67</td>
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<td>$3.67</td>
</tr>
<tr>
<td>A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$137.17</td>
</tr>
<tr>
<td>B</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$7,132.58</td>
</tr>
</tbody>
</table>

A Weekly Cost Sub-Total

B Annual Cost Multiplier: Three times oer week for 52 weeks.

Est., Annual Cost $7,132.84
## COST ESTIMATE WORKSHEET

**PROJECT:** Routine Annual Maintenance Cost  
**LOCATION:** Hillside - Soccer Field  
**PREPARED BY:** WIN  
**DATE:** 8/2017

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>MATERIALS</th>
<th>LABOR</th>
<th>O&amp;P %</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.01</td>
<td>Cragoe Pest Control (From 2016-17 Invoices)</td>
<td>1</td>
<td>Yr.</td>
<td></td>
<td></td>
<td>$2,500.00</td>
</tr>
<tr>
<td>4.02</td>
<td>Fertilizer</td>
<td>1</td>
<td>Yr.</td>
<td></td>
<td></td>
<td>$1,397.26</td>
</tr>
<tr>
<td>4.03</td>
<td>Weed Control: Round Up (7.5 Gallons)</td>
<td>1</td>
<td>Yr.</td>
<td></td>
<td></td>
<td>$76.45</td>
</tr>
<tr>
<td>4.04</td>
<td>(12) Irrigation Head Replacements (From 2016-17)</td>
<td>12</td>
<td>Ea</td>
<td></td>
<td></td>
<td>$579.60</td>
</tr>
<tr>
<td>4.05</td>
<td>GK-2: West Crew (2 Hrs/Wk)</td>
<td>104</td>
<td>Hrs.</td>
<td></td>
<td></td>
<td>$4,784.00</td>
</tr>
<tr>
<td>4.06</td>
<td>GK-1: West Crew (2 Hrs/Wk)</td>
<td>104</td>
<td>Hrs.</td>
<td></td>
<td></td>
<td>$4,472.00</td>
</tr>
<tr>
<td>4.07</td>
<td>GK-1: Irrigation Crew (1.5 Hrs per Head)</td>
<td>18</td>
<td>Hrs.</td>
<td></td>
<td></td>
<td>$774.00</td>
</tr>
<tr>
<td>4.08</td>
<td>SDI</td>
<td>5</td>
<td>Hrs.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.09</td>
<td>John Deere Tractor</td>
<td>3.5</td>
<td>Hrs.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td>Spreader</td>
<td>3.5</td>
<td>Hrs.</td>
<td></td>
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</tr>
</tbody>
</table>

**Annual Cost Sub-Total:** $14,583.31

**Est Annual Cost:** $14,586.31
## COST ESTIMATE WORKSHEET

**PROJECT:** Annual Maintenance Cost - Special Maintenance Items  
**ESTIMATE NO.:** 36  
**SHEET:** 5 OF 7  
**PREPARED BY:** WIN  
**DATE:** 8/2017  
**LOCATION:** Hillside - Soccer Field  
**PHASE:**  
**CHECKED BY:**  
**DATE:**

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>$ PER UNIT</th>
<th>TOTAL</th>
<th>$ PER UNIT</th>
<th>TOTAL</th>
<th>O&amp;P %</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.01</td>
<td>Sand Floating (2016-17 Invoice Cost)</td>
<td>200 Ton</td>
<td>$29.60</td>
<td>$5,920.00</td>
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<td>$5,920.00</td>
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<tr>
<td>5.02</td>
<td>Grass Seed</td>
<td>1 Yr</td>
<td>$735.20</td>
<td>$735.20</td>
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<td>$735.20</td>
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<tr>
<td>5.03</td>
<td>Topper</td>
<td>1 Yr</td>
<td>$1,015.88</td>
<td>$1,015.88</td>
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<td>$1,015.88</td>
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<tr>
<td>5.04</td>
<td>Starter Fertilizer</td>
<td>5 Ea</td>
<td>$18.68</td>
<td>$93.40</td>
<td></td>
<td></td>
<td></td>
<td>$93.40</td>
</tr>
<tr>
<td>5.05</td>
<td>Crew Leader</td>
<td>32</td>
<td></td>
<td></td>
<td>$51.00</td>
<td>$1,632.00</td>
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<td>$1,632.00</td>
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<tr>
<td>5.06</td>
<td>GK-2: West Crew</td>
<td>40</td>
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<td></td>
<td>$46.00</td>
<td>$1,840.00</td>
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<td>$1,840.00</td>
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<tr>
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<td>GK-1: West Crew</td>
<td>40</td>
<td></td>
<td></td>
<td>$43.00</td>
<td>$1,720.00</td>
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<td>$1,720.00</td>
</tr>
<tr>
<td>5.08</td>
<td>Dump Truck</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.09</td>
<td>Ford Tractor</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.1</td>
<td>John Deere Tractor</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.11</td>
<td>Box Drag</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>Annual Cost Sub-Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$12,956.48</td>
</tr>
</tbody>
</table>

**Est. Annual Cost**  
$12,956.48
## COST ESTIMATE WORKSHEET

### Project Information
- **Project:** Daily Building Maintenance Custodial Cost
- **Estimate No.:** 36
- **Prepared By:** WIN
- **Date:** 8/2017
- **Location:** Hillside - Soccer Field
- **Phase:** 
- **Checked By:** 
- **Date:** 

### Item Details

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Material</th>
<th>$/Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
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<td>BM-1</td>
<td>2</td>
<td>Hrs.</td>
<td>$44.00</td>
<td>$88.00</td>
</tr>
<tr>
<td>6.02</td>
<td>6 Rolls Toilet Paper</td>
<td>6</td>
<td>Ea</td>
<td>$0.50</td>
<td>$3.00</td>
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<tr>
<td>6.03</td>
<td>2 Rolls/Packages Paper Towels</td>
<td>2</td>
<td>Ea</td>
<td>$1.25</td>
<td>$2.50</td>
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<td>6.04</td>
<td>Sanitizer/Cleaners/Soap</td>
<td>1</td>
<td>Allow</td>
<td>$3.00</td>
<td>$3.00</td>
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<tr>
<td>6.05</td>
<td>Van</td>
<td>2</td>
<td>Hrs.</td>
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<td></td>
</tr>
</tbody>
</table>

### Total Cost Calculation
- **A** Cleaning Each Occurrence/Day Sub-Total: $96.50
- **B** Annual Cost Multiplier:
  - Soccer: Sept-Mid Dec (14 Wks @ 6 days/Wk)=84 Days
  - March-Mid May (10Wks@ 6 Days/Wk)= 60 Days
  - Football: June-July (6 Wks @ 1 Day/Wk)= 6 Days
  - Soccer June-July (8 Wks @ 4 Days/Wk)= 24 Days
  - Soccer Tournament (2 Weeks @ 3 Days)= 6 Days

- **Total Cost:** $17,370.00

**Est. Annual Cost:** $17,370.00
<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>Materials</th>
<th>Labor</th>
<th>O&amp;P</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Annual Water Reimbursement to School District for FY 2016-17</td>
<td>1</td>
<td>$47,376.40</td>
<td>$47,376.40</td>
<td></td>
<td>$47,376.40</td>
</tr>
<tr>
<td>A</td>
<td>Annual Cost Sub-Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$47,376.40</td>
</tr>
</tbody>
</table>

**Est. Annual Cost** $47,376.40
Adult School: 4.10 Acres
Apollo High School: 2.70 Acres

*Includes use of Gymnasium and Weight Room Restrooms.
<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>O&amp;P</th>
<th>ANNUAL COST</th>
<th>$ PER UNIT</th>
<th>TOTAL</th>
<th>$</th>
<th>TOTAL COST</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cover Sheet</td>
<td>1</td>
<td>Yr</td>
<td></td>
<td>$16,495.60</td>
<td></td>
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</tr>
<tr>
<td>2</td>
<td>Mowing</td>
<td>1</td>
<td>Yr</td>
<td></td>
<td>$9,637.16</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>3</td>
<td>Trash Pick Up</td>
<td>1</td>
<td>Yr</td>
<td></td>
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<td></td>
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<tr>
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<td>Yr</td>
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<td>5</td>
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<td>1</td>
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<td></td>
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<tr>
<td>6A</td>
<td>Building Maintenance Cost (Custodial): Challenger</td>
<td>1</td>
<td>Yr</td>
<td></td>
<td>$1,737.00</td>
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<td>6B</td>
<td>Building Maintenance Cost (Custodial): Monte Vista</td>
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<tr>
<td>7</td>
<td>Utility Cost (Water and Electrical)</td>
<td>1</td>
<td>Yr</td>
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<td>$13,714.34</td>
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**Est. Total Annual Cost:** $85,628.12
### COST ESTIMATE WORKSHEET

**PROJECT:** Weekly / Annual Mowing  
**ESTIMATE NO.:** 92  
**PREPARED BY:** WIN  
**LOCATION:** Viking/Apollo Sports Complex  
**DATE:** 8/2017

<table>
<thead>
<tr>
<th>NO.</th>
<th>ITEM DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>Materials $ PER UNIT</th>
<th>TOTAL</th>
<th>Labor $ PER UNIT</th>
<th>TOTAL</th>
<th>O&amp;P %</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.01</td>
<td>Crew Leader: Mowing Crew</td>
<td>2</td>
<td>Hrs</td>
<td>$51.00</td>
<td>$102.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.02</td>
<td>GK-1: Mowing Crew</td>
<td>2</td>
<td>Hrs</td>
<td>$43.00</td>
<td>$86.00</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>2.03</td>
<td>PTMW-4: (2) Mowing Crew</td>
<td>4</td>
<td>Hrs</td>
<td>$21.15</td>
<td>$84.60</td>
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</tr>
<tr>
<td>2.04</td>
<td>GK-: East Crew</td>
<td>2</td>
<td>Hrs</td>
<td>$43.00</td>
<td>$86.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.05</td>
<td>Toro 590</td>
<td>2</td>
<td>Hrs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.06</td>
<td>Toro 72</td>
<td>2</td>
<td>Hrs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.07</td>
<td>Edger</td>
<td>2</td>
<td>Hrs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.08</td>
<td>Back Pack Blower</td>
<td>2</td>
<td>Hrs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.09</td>
<td>Weed Whip</td>
<td>1</td>
<td>Hrs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

A  
Weekly Cost Sub-Total

B  
Annual Cost Multiplier: Cut once a week for 9 months of the year and every other week in Nov, Dec, and Jan.

46  
Wks  
$358.60  
$16,495.60

Est. Annual Cost  
$16,495.60
## COST ESTIMATE WORKSHEET

### PROJECT: Trash Pick-Up 2X per Week  
### ESTIMATE NO.: 92  
### SHEET: 3 OF 7  
### PREPARED BY: WIN  
### DATE: 8/2017  
### LOCATION: Viking/Apollo Sports Complex  
### PHASE:  
### CHECKED BY:  
### DATE:  

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>MATERIALS</th>
<th>LABOR</th>
<th>O&amp;P %</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.01</td>
<td>GK-2: East Crew (1 Hr per Trip)</td>
<td>2</td>
<td>Hrs</td>
<td>$46.00</td>
<td>$92.00</td>
<td>$92.00</td>
</tr>
<tr>
<td>3.02</td>
<td>GK-1: East Crew (1 Hr per Trip)</td>
<td>2</td>
<td>Hrs</td>
<td>$43.00</td>
<td>$86.00</td>
<td>$86.00</td>
</tr>
<tr>
<td>3.03</td>
<td>Trash Bags</td>
<td>0.2</td>
<td>Box</td>
<td>$36.65</td>
<td>$7.33</td>
<td>$7.33</td>
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</table>

**A Weekly Cost Sub-Total:** $185.33

<table>
<thead>
<tr>
<th>B Annual Cost Multiplier: Two times per week for 52 weeks.</th>
</tr>
</thead>
<tbody>
<tr>
<td>52 Wks</td>
</tr>
<tr>
<td>$7.33</td>
</tr>
<tr>
<td>$178.00</td>
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<tr>
<td>$9,637.16</td>
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</table>

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**Est. Annual Cost:** $9,637.16
### COST ESTIMATE WORKSHEET

**PROJECT:** Routine Annual Maintenance Cost  
**ESTIMATE NO.:** 92  
**SHEET:** 4 OF 7  
**PREPARED BY:** WIN  
**DATE:** 8/2017  
**LOCATION:** Viking/Apollo Sports Complex  
**PHASE:**  
**CHECKED BY:**  
**DATE:**

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>MATERIALS</th>
<th>LABOR</th>
<th>O&amp;P %</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.01</td>
<td>Cragoe Pest Control (From 2016-17 Invoices)</td>
<td>1</td>
<td>Yr.</td>
<td></td>
<td></td>
<td>$747.69</td>
</tr>
<tr>
<td>4.02</td>
<td>Fertilizer</td>
<td>3</td>
<td>Yr.</td>
<td>$249.23</td>
<td></td>
<td>$747.69</td>
</tr>
<tr>
<td>4.03</td>
<td>Weed Control: Round Up/Surflan</td>
<td>12</td>
<td>Yr.</td>
<td>$40.29</td>
<td></td>
<td>$483.48</td>
</tr>
<tr>
<td>4.04</td>
<td>(107) Irrigation Head Replacements (From 2016-17)</td>
<td>107</td>
<td>Ea</td>
<td>$48.30</td>
<td></td>
<td>$5,168.10</td>
</tr>
<tr>
<td>4.05</td>
<td>GK-2: West Crew (1.5 Hrs/Wk)</td>
<td>78</td>
<td>Hrs.</td>
<td>$46.00</td>
<td></td>
<td>$3,588.00</td>
</tr>
<tr>
<td>4.06</td>
<td>GK-1: West Crew (1.5 Hrs/Wk)</td>
<td>78</td>
<td>Hrs.</td>
<td>$43.00</td>
<td></td>
<td>$3,354.00</td>
</tr>
<tr>
<td>4.07</td>
<td>GK-1: Irrigation Crew (1.5 Hr per Head)</td>
<td>160.5</td>
<td>Hrs.</td>
<td>$43.00</td>
<td></td>
<td>$6,901.50</td>
</tr>
<tr>
<td>4.08</td>
<td>Crew Leader: Irrigation (Main Breaks+Backflow Repairs)</td>
<td>80</td>
<td>Hrs.</td>
<td>$53.00</td>
<td></td>
<td>$4,240.00</td>
</tr>
<tr>
<td>4.09</td>
<td>SDI</td>
<td>24</td>
<td>Hrs.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td>John Deere Tractor</td>
<td>10</td>
<td>Hrs.</td>
<td></td>
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</tr>
<tr>
<td>4.11</td>
<td>Sprayer</td>
<td>6</td>
<td>Hrs.</td>
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<td></td>
</tr>
</tbody>
</table>

| A   | Annual Cost Sub-Total                            |           |           |       |       | $24,482.77 |

**Est. Annual Cost** $24,482.77
# COST ESTIMATE WORKSHEET

**PROJECT:** Annual Maintenance Cost - Special Maintenance Items  
**ESTIMATE NO.:** 92  
**PREPARED BY:** WIN  
**DATE:** 8/2017  
**LOCATION:** Viking/Apollo Sports Complex  
**CHECKED BY:**  
**DATE:**

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>Materials</th>
<th>Labor</th>
<th>O&amp;P</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.01</td>
<td>Turf Sod - Kikuyu (2016-17 Invoice)</td>
<td>1 Yr.</td>
<td>$4,703.13</td>
<td>$4,703.13</td>
<td></td>
<td>$4,703.13</td>
</tr>
<tr>
<td>5.02</td>
<td>Starter Fertilizer</td>
<td>3 Ea.</td>
<td>$56.04</td>
<td>$168.12</td>
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<td>$168.12</td>
</tr>
<tr>
<td>5.03</td>
<td>Crew Leader: East Crew</td>
<td>40 Hrs.</td>
<td>$51.00</td>
<td>$2,040.00</td>
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<td>$2,040.00</td>
</tr>
<tr>
<td>5.04</td>
<td>GK-2: East Crew</td>
<td>40 Hrs.</td>
<td>$46.00</td>
<td>$1,840.00</td>
<td></td>
<td>$1,840.00</td>
</tr>
<tr>
<td>5.05</td>
<td>GK-1: East Crew</td>
<td>40 Hrs.</td>
<td>$43.00</td>
<td>$1,720.00</td>
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<td>$1,720.00</td>
</tr>
<tr>
<td>5.06</td>
<td>John Deere Tractor</td>
<td>20 Hrs.</td>
<td></td>
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</tr>
<tr>
<td>5.07</td>
<td>Dump Truck</td>
<td>16 Hrs.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.08</td>
<td>Ford Tractor</td>
<td>20 Hrs.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.09</td>
<td>Spreader</td>
<td>16 Hrs.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>A</td>
<td>Annual Cost Sub-Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$10,471.25</td>
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</table>

**Est. Annual Cost**  
$10,471.25
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>$ PER UNIT</th>
<th>TOTAL</th>
<th>O&amp;P</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.01</td>
<td>Challenger Restrooms</td>
<td>1</td>
<td>Hr.</td>
<td>$44.00</td>
<td>$44.00</td>
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<td>$44.00</td>
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<tr>
<td>6.02</td>
<td>(4) Rolls Toilet Paper</td>
<td>4</td>
<td>Ea.</td>
<td>$2.00</td>
<td>$8.00</td>
<td></td>
<td>$8.00</td>
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<tr>
<td>6.03</td>
<td>(92) Rolls/Packages Paper Towels</td>
<td>2</td>
<td>Ea.</td>
<td>$2.50</td>
<td>$5.00</td>
<td></td>
<td>$5.00</td>
</tr>
<tr>
<td>6.04</td>
<td>Sanitizer/Cleaners/Soap</td>
<td>1</td>
<td>Allow</td>
<td>$2.00</td>
<td></td>
<td></td>
<td>$2.00</td>
</tr>
<tr>
<td>6.05</td>
<td>Van</td>
<td>1</td>
<td>Hr.</td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

A. Cleaning Each Occurrence/Day Sub-Total: 180 Days

B. Annual Cost Multiplier:
   - Girls Softball Practice: Year Round (52 Wks @ 5 Days) = 260 Days
   - Actual cleaning was approximately 50% of the total
   - number of days allocated field usage. Use 130 Days
   - SYL: March-June (12 Wks @ 2 Days per Wk) = 24 Days
   - Special Olympics: July-Dec (26 Wks @ 1 Day/Wk) = 26 Days
   - AYSO VIP: Sept-Nov (12 Wks @ 2 Days/Wk) = 0 Days
   - Usage is concurrent with other activities
   - SVB: Year Round Practice (52 Wks @ 3 Days/Wk) = 0 Days

Estimated Annual Cost: $9,090.00
# COST ESTIMATE WORKSHEET

**PROJECT:** Daily Building Maintenance Custodial Cost  
**ESTIMATE NO.:** 92  
**SHEET:** 6B OF 7  
**PREPARED BY:** WIN  
**DATE:** 8/2017  
**LOCATION:** Viking/Apollo Sports Complex  
**PHASE:**  
**CHECKED BY:**  
**DATE:**

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>MATERIALS</th>
<th>LABOR</th>
<th>O&amp;P %</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>NO.</td>
<td>UNIT</td>
<td>$ PER UNIT</td>
<td>TOTAL</td>
<td>$ PER UNIT</td>
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<tr>
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<td>BM-1</td>
<td>2</td>
<td>Hr.</td>
<td>$44.00</td>
<td>$88.00</td>
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<tr>
<td>6.02</td>
<td>(6) Rolls Toilet Paper</td>
<td>6</td>
<td>Ea.</td>
<td>$0.50</td>
<td>$3.00</td>
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</tr>
<tr>
<td>6.03</td>
<td>(92) Rolls/Packages Paper Towels</td>
<td>2</td>
<td>Ea.</td>
<td>$1.25</td>
<td>$2.50</td>
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<tr>
<td>6.04</td>
<td>Sanitizer/Cleaners/Soap</td>
<td>1</td>
<td>Allow</td>
<td>$3.00</td>
<td>$3.00</td>
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</tr>
<tr>
<td>6.05</td>
<td>Van</td>
<td>2</td>
<td>Hr.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

A Cleaning Each Occurance/Day Sub-Total  

| B | Annual Cost Multiplier: | 18 | Days | $8.50 | $88.00 | $1,737.00 |

Monte Vista is only open for special use and tournament activities. Estimated use is 6 times per year on 3-day weekends (6 Wks @ 3 Days/Wk) = 18 Days

Est. Annual Cost $1,737.00
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>MATERIALS</th>
<th>O&amp;P</th>
<th>LABOR</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>7.01</td>
<td>Annual Water Reimbursement to School District for FY 2016-17</td>
<td>1</td>
<td>LS</td>
<td>$7,091.33</td>
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<td>$7,091.33</td>
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<td>7.02</td>
<td>Annual Electrical Reimbursement to School District for FY 2016-17</td>
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<td>LS</td>
<td>$6,623.01</td>
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<td>$6,623.01</td>
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</table>

Note: The cost of electrical power is being applied to this estimate since Viking Football has not reimbursed the Park District for the actual cost of electricity in conformance with their user group agreement.

A Annual Cost Sub-Total

Est. Annual Cost: $13,714.34