Rancho Simi Recreation and Park District
Board of Directors
Budget Workshop
AGENDA
May 24, 2018, 5:30 p.m.
4201 Guardian Street, Activity Room 3
Simi Valley, CA 93063
(805) 584-4400; www.rsrpdp.org

1. CALL TO ORDER

2. PUBLIC STATEMENT (Time allotted for public statement or comments on all items)

3. NEW BUSINESS
   a. Review and Discussion of the District’s Annual Maintenance Assessment Procedures and Engineer’s Report (verbal)
   b. Review and Discussion of the District’s Proposed Operating Budget for Fiscal Year 2018-2019 and Significant Changes from the Previous Year’s Budget (to be handed out at meeting)
   c. Review and Discussion of the District’s proposed maintenance and planning project priorities for fiscal year 2018-2019 (to be handed out at meeting)
   d. Approval of Resolution of the Rancho Simi Recreation and Park District Authorizing Investment of Monies in the Local Agency Investment Fund (“LAIF”)
   e. Mae Boyar Park Recreation Building Interim Improvement Project
   f. Approval of Agreement with Envicom Corporation for the Preparation of Biological Reports and Studies for Proposed BMX Raceway on City-Owned Property
   g. Approval of Conservation Easement Deed for Mitigation Area of Runkle Canyon
   h. Approval of Resolution Accepting a Grant Deed with Restrictions from Runkle Canyon, LLC, Conveying to Rancho Simi Recreation and Park District a 996.403 Acre Parcel of Property Commonly Referred to as Alamos Canyon

4. ITEMS FROM THE BOARD MEMBERS (Informational only)

5. ITEMS FROM THE DISTRICT MANAGER (Informational only)
6. CLOSED SESSION

a. Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator

Re: Land Acquisition: Property Located at Southern Terminus of Sequoia Avenue in Simi Valley, Ca

Agency Negotiator: District Manager and District Legal Counsel

Negotiating Parties: Runkle Canyon, LLC; City of Simi Valley, Mountains Recreation and Conservation Authority and California Department of Fish and Wildlife

Under Negotiation: Price and Terms of Payment

7. ADJOURNMENT

If any individual has a disability that may require accommodation to participate in this meeting please contact Human Resources at 805-584-4400. Upon advance notification of the need for accommodation, reasonable arrangements will be made to provide accessibility to the meeting.
DATE: May 24, 2018

TO: District Manager

FROM: Director of Administration

SUBJECT: Approval of Resolution of the Rancho Simi Recreation and Park District Authorizing Investment of Monies in the Local Agency Investment Fund (“LAIF”)

SUMMARY

The Local Agency Investment Fund (“LAIF”) is managed by the Californian State Treasurer in accordance with legal and regulatory guidelines. The District has used this Fund for investment of monies for decades. It is considered to be conservatively managed, sufficiently diversified and cost effective. In preparation of the District Manager’s departure, additional authorized signers are needed to perform deposits and withdrawals between LAIF and the District’s checking account at the request of the accounting staff in the event the Director of Administration is not available. Staff recommends adding the Board Chair and Vice Chair to the LAIF account to perform the transfers when needed.

BOARD ACTION REQUESTED

Staff recommends the Board approve the attached resolution authorizing the Board Chair and Vice Chair to invest monies in the Local Agency Investment Fund.

Theresa Pennington
Director of Administration
WHEREAS, the Local Agency Investment Fund is established in the State Treasury under Government Code Section 16429.1 et seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Board of Directors of the Rancho Simi Recreation and Park District hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et seq. for the purpose of investment as provided therein is in the best interests of the Rancho Simi Recreation and Park District; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the Board of Directors of the Rancho Simi Recreation and Park District hereby authorizes the deposit and withdrawal of Rancho Simi Recreation and Park District monies in the local Agency Investment Fund in the State Treasury in accordance with Government Code Section 16429.1 et seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED AND ORDERED, as follows:

Section 1. The following Rancho Simi Recreation and Park District Board Members specified herein below or their successors in office are each hereby authorized to order the deposit and withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Mark Johnson  
Elaine Freeman  
Name  
Name

Board Chair  
Vice Chair  
Title  
Title

Signature  
Signature
Section 2. This resolution shall remain in full force and effect until rescinded by the Board of Directors of the Rancho Simi Recreation and Park District by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer’s Office.

The foregoing Resolution was approved by the Board of Directors of the Rancho Simi Recreation and Park District at a Budget Workshop held on May 24, 2018 at 4201 Guardian Street, Simi Valley, California, on a motion by Director

Ayes:

Noes:

Absent:

Abstain:

Chair of the Board of Directors
Rancho Simi Recreation and Park District
DATE: May 24, 2018
TO: District Manager
FROM: Director of Planning and Maintenance
SUBJECT: Mae Boyar Park Recreation Building Interim Improvement Project

Background and Overview:

At its meeting on April 12, 2018, the Oak Park Recreation and Park Planning Committee made a request that staff paint and provide upgrades to the existing Mae Boyar recreation building as an aesthetic enhancement measure until a future funding source could be identified to construct the Mae Boyar Building Replacement Project. In addition, the Committee selected Chair Fountaine and Vice Chair Cass-Barton to review and select the paint colors for the project based on samples provided by the Park District.

At the time the request was made, a funding source to perform the proposed work was not identified in the District’s current Fiscal Year Budget for Oak Park. Staff informed the Committee that only the Board can approve the reallocation of capital improvement funds to complete the proposed work. Since the urgency to perform the upgrades was not a priority project and does not pose a safety hazard to park patrons, staff incorporated the requested improvements as part of the District’s Proposed Budget Improvements for the Next Fiscal Year (2018-19).

At its special meeting held on May 15, 2018, the Oak Park Recreation and Park Planning Committee reviewed and discussed staff’s Proposed Fiscal Year 2018-19 Oak Park Three-Year Capital Projects List in anticipation of a reduced financial position, in part due to the Oak Park Unified School District’s decision to create its own Afterschool Club Program. Identified on the Proposed Fiscal Year 2018-19 Oak Park Three-Year Capital Projects List was a new line item to perform interim interior and exterior improvements to the existing Mae Boyar Recreation Building in the amount of $35,000. Staff’s proposed improvements included, but were not limited to, painting of the exterior building, renovation of the existing restrooms, and providing upgrades to the building’s main assembly area. Following the Committee’s discussion of the Proposed Fiscal Year 2018-19 Three-Year Capital Projects List, a motion was made and passed recommending that staff request the Board to expedite the interim improvements proposed for the existing Mae Boyar building to this fiscal year and to reallocate unused and/or roll-over capital improvement funds from this year’s fiscal budget to complete the work.

When considering performing the improvements this fiscal year, it should be noted that the Mae Boyar building is currently being used by the Oak Park Before and After School Program.
between the hours of 6:45 a.m. to 8:00 a.m. and again from noon until 6:00 p.m. weekdays (Monday through Friday) until May 25, 2018. The building is also used by private user groups on the weekends. In addition, summer camp youth programs at Mae Boyar Park will be starting May 29, 2018. Therefore, careful planning and coordination between the contractor(s) and programed activities will be required, including the use of porta-potties for programmed activities during the renovation of the existing restrooms.

**Fiscal Impact:**

Based on this request, staff has determined that this project can be completed using reallocated capital improvement construction funds originally earmarked as part of the Mae Boyar Building Fund Reserve in the Oak Park General Fund (Fund 10) in the amount of $35,000.00.

**Board Action Requested:**

1. Authorize staff to proceed with the proposed Mae Boyar Recreation Building Interim Improvement Project during this fiscal year (2017-18) as requested by the Oak Park Recreation and Park Planning Committee by using reallocated capital improvement construction funds originally earmarked as part of the Mae Boyar Building Fund Reserve in the Oak Park General Fund (Fund 10) in the amount of $35,000.00; or

2. Request staff to incorporate the proposed Mae Boyar Recreation Building Interim Improvement Project as part of the *Proposed Oak Park Three-Year Capital Projects List for FY 2018-19* with a corresponding funding allocation of $35,000.00; or

3. Elect not to proceed with the proposed Mae Boyar Recreation Building Interim Improvement Project; or

4. Provide staff with further direction.

Wayne Nakaoka
Director of Planning and Maintenance
DATE: May 24, 2018

TO: District Manager

FROM: Director of Planning and Maintenance

SUBJECT: Approval of Agreement with Envicom Corporation for the Preparation of Biological Reports and Studies for Proposed BMX Raceway on City-Owned Property

Background and Overview:

At its meeting on May 3, 2018, the Board of Directors approved a Land Lease Agreement to use a five-acre portion of City-owned property on the far-west end of town for the District’s proposed construction and operation of a new BMX bike track to replace the existing track at Sycamore Drive Community Center. This Land Lease Agreement was subsequently accepted and approved by the City of Simi Valley City Council on May 14, 2018.

In order to determine the environmental and biological impacts and potential mitigation requirements, staff has obtained a proposal from Envicom Corporation to prepare a Biological Assessment and Tree Report for the project. At this time, staff does not believe that a Jurisdictional Delineation Report will be required for the project since the Arroyo Simi is more than 500 feet from the project site and no natural drainage or riparian habitat exists within the project’s limits.

Envicom Corporation has previous experience working with Park District staff in the preparation of biological reports and studies for the Sinaloa Park Project, Chumash Park, Rancho Simi Lagoon Renovation Project, and the Medea Creek Sink Hole Repair Project. In addition, Envicom was the environmental consultant retained by the Park District who successfully negotiated a resolution with the Army Corp of Engineers to allow the Park District to maintain public access and improvement rights through a mandated conservation easement that was placed over Rocky Pointe Park.

In addition to the consulting services agreement with Envicom Corporation, the Park District will need to independently retain the services of a civil, electrical, and geotechnical engineer. The civil and geotechnical engineers will be responsible for the preparation of the grading and parking lot improvement plans for the project, while the electrical engineer will be responsible for the lighting of the parking lot and the BMX track. Separate arrangements will have to be
made for the design, fabrication and installation of the project’s pre-fabricated modular restroom/concession building.

**Fiscal Impact:**

Adequate funds have been budgeted in the District’s Approved FY 2017-18 Budget in the Capital Outlay Fund (Fund 50 – Lost Canyons Bike Park) to complete this work.

**Board Action Requested:**

1. That the Board approve the Agreement with Envicom Corporation for the Initial Biological Assessment and Tree Report for the Proposed BMX Raceway on City Owned Property.

Wayne Nakaoka  
Director of Planning and Maintenance
Agreement with Envicom Corporation for
the Preparation of Biological Reports and
Studies for Proposed BMX Raceway On
City-Owned Property
AGREEMENT FOR THE PREPARATION OF BIOLOGICAL REPORTS AND STUDIES FOR PROPOSED BMX RACEWAY ON CITY-OWNED PROPERTY

This AGREEMENT FOR BIOLOGICAL AND ENVIRONMENTAL SERVICES ("Agreement") effective as of _____________, 2018 ("Effective Date"), is by and between the Rancho Simi Recreation and Park District ("District") and Envicom Corporation ("Consultant").

Section 1. Term of Agreement. Subject to the provisions of Section 20 ("Termination of Agreement"), the term of this Agreement will be for a period commencing on the Effective Date and will terminate upon the completion of Consultant's services.

Section 2. Scope and Performance of Services.

2.1 Consultant agrees to perform the services set forth in Exhibit A ("Scope of Services"), which is made a part of this Agreement.

2.2 Consultant will furnish all of the labor, technical, administrative, Consultant and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary or proper to perform and complete the services required of Consultant under this Agreement.

2.3 Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit B ("Key Personnel and Compensation"), which is made a part of this Agreement.

2.4 Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subconsultant(s), if any, listed in Exhibit B to perform the services required under this Agreement. Consultant shall notify District and obtain District's written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.

2.5 Consultant must obtain District's prior written approval before utilizing any subconsultant(s) to perform any services under this Agreement. This written approval must include the identity of the subconsultant(s) and the terms of compensation.

2.6 Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant agrees to perform the services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in
the performance of the services at the time when and the location in which the services were performed. This standard of care is the sole and exclusive standard of care that will be applied to measure Consultant's performance. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Section 3. Additional Services and Changes in Services.

3.1 Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in this Agreement or listed in the Scope of Services, unless such additional services are authorized in advance and in writing by District.

3.2 If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the District with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.

3.3 District may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and District. The cost or credit to District resulting from changes in the services will be determined by the written agreement between the parties.

Section 4. Payment of Prevailing Wages for Public Work

4.1 Consultant acknowledges that any work that qualifies as a "public work" within the meaning of California Labor Code section 1720, e.g., the surveying work set forth in Exhibit A attached hereto, shall cause Consultant and its subconsultants to comply with the provisions of California Labor Code sections 1775 et seq.

4.2 When applicable, copies of the prevailing rate of per diem wages shall be on file at District's Department of Public Works and available to Consultant and any other interested party upon request. Consultant shall post copies of the prevailing wage rate of per diem wages at the Project site.

4.3 Consultant hereby acknowledges and stipulates to the following:

(a) Consultant has reviewed and agrees to comply with the provisions of Labor Code section 1776 regarding retention and inspection of payroll records and noncompliance penalties; and

(b) Consultant has reviewed and agrees to comply with the provisions of Labor Code section 1777.5 regarding employment of registered apprentices; and

(c) Consultant has reviewed and agrees to comply with the provisions of Labor Code section 1810 regarding the legal day's work; and
(d) Consultant has reviewed and agrees to comply with the provisions of Labor Code section 1813 regarding forfeiture for violations of the maximum hours per day and per week provisions contained in the same chapter.

4.4 Consultant has reviewed and agrees to comply with any applicable provisions for any public work subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages, including the registration requirements of Labor Code Section 1771.1(a). District hereby notifies Consultant that Consultant is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). For further information concerning compliance monitoring please visit the website located at: [http://www.dir.ca.gov/dlse/cmu/cmu.html](http://www.dir.ca.gov/dlse/cmu/cmu.html).

4.5 Consultant has reviewed and agrees to comply with Labor Code Section 1771.1(a), which provides: "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 the 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. Consultant covenants that it will award any contracts and subcontracts for work that qualifies as a "public work" only to subconsultants which are at that time registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall obtain proof of such registration from all such subconsultants."

Section 5. Familiarity with Services and Site.

5.1 By executing this Agreement, Consultant represents that Consultant:

(a) has thoroughly investigated and considered the Scope of Services to be performed;

(b) has carefully considered how the services should be performed;

(c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and

(d) possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.

5.2 If services involve work upon any site, Consultant represents that Consultant has or will review the site and is or will be fully acquainted with the conditions there existing before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed
Section 6. **Compensation and Payment**

6.1 Subject to any limitations set forth in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B. The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit B unless additional compensation is approved in writing by District.

6.2 Each month during the term of this Agreement, Consultant shall furnish District with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in Exhibit B. The invoice must detail all charges by the following categories: labor (by subcategory), reimbursable costs, subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed or the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services.

6.3 District will independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by District, the original invoice will be returned by District to Consultant for correction and resubmission.

6.4 Except as to any charges for work performed or expenses incurred by Consultant that are disputed by District, District will cause Consultant to be paid within 30 days of receipt of Consultant’s invoice.

6.5 Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant.

Section 7. **Required Documentation Prior to Performance**

7.1 Consultant will not perform any services under this Agreement until:

(a) Consultant furnishes proof of insurance as required under Exhibit C;

(b) Consultant provides District with a Taxpayer Identification Number; and

(c) District gives Consultant a written notice to proceed.

7.2 District will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed, and Consultant acknowledges that any such services are at Consultant’s own risk.
Section 8. **Time of Performance; Excusable Delays; Extensions.**

8.1 Consultant will adhere to all schedules and deadlines set forth in this Agreement.

8.2 Consultant will not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.

8.3 If Consultant is delayed by any cause beyond Consultant’s control, District may grant, but is not required to, a time extension for the completion of services. If delay occurs, Consultant must notify District within 48 hours, in writing, of the cause and the extent of the delay and how such delay interferes with Consultant’s performance of services.

Section 9. **Cooperation by District.**

All public information, data, reports, records, and maps as are existing and available to District as public records, and which are necessary for carrying out the Scope of Services will be furnished to Consultant in every reasonable way to facilitate, without undue delay, the services to be performed under this Agreement.

Section 10. **Project Documents.**

10.1 Upon full payment of all monies owed to Consultant, all original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer programs, files and other documents (collectively, “Project Documents”) prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of District in such Project Documents. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. District acknowledges and agrees that use of Consultant’s completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at District’s own risk.

10.2 Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement will be released by Consultant to any other person or entity without District’s prior written approval. All press releases, including graphic display information to be published, must be approved and distributed solely by District unless otherwise agreed to in writing by District.
Section 11. Consultant's Books and Records.

11.1 Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services under this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District under this Agreement. Any and all such documents or records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. Any and all such documents or records must be maintained for three years following the final payment under this Agreement.

11.2 Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying at any time during regular business hours upon written request by District or its designated representative. Copies of such documents or records must be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement. Notwithstanding the foregoing, District's right to inspect, copy and audit shall not extend to the composition of Consultant's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

11.3 Where District has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, District may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records shall be granted to District, as well as to its successors-in-interest and authorized representatives.


12.1 Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of District. Consultant has no authority to bind District in any manner or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.

12.2 The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, will have control over the conduct of Consultant or any of Consultant's officers, employees or agents except as provided in this Agreement. Consultant warrants that it will not at any time or in any manner
represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of District.

12.3 Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant expressly waives any claim to any such rights or benefits.

Section 13. Compliance with Applicable Laws.

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement.

Section 14. Nondiscrimination.

Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

Section 15. Unauthorized Aliens.

Consultant agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C. § 1101 et seq., "FINA"), as amended, and further agrees not to employ unauthorized aliens as defined in FINA. Should Consultant employ any unauthorized aliens for the performance of any work or services covered by this Agreement, and should any liability or sanctions be imposed against District for the use of unauthorized aliens, Consultant agrees to reimburse District for the amount of all such liabilities or sanctions imposed, together with any and all related costs, including attorneys' fees incurred by District.

Section 16. Conflicts of Interest.

16.1 Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of District or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of District in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has a financial interest as defined in Government Code section 87103.

16.2 District understands and acknowledges that Consultant is, as of the Effective Date, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant represents that, except as otherwise disclosed to District, it is unaware of any stated position of District.
relative to these projects. Any future position of District on these projects will not be considered a conflict of interest for purposes of this section.

Section 17. Confidential Information; Release of Information.

17.1 All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from the District’s designated representative, except as may be required by law.

17.2 Consultant, its officers, employees, or agents, shall not, without prior written authorization from the District’s designated representative or unless requested by the District’s Legal Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered “voluntary,” provided Consultant gives District notice of such court order or subpoena.

17.3 If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including reasonable attorneys’ fees, caused by or incurred as a result of Consultant’s conduct.

17.4 Consultant shall promptly notify District should Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite such response.

Section 18. Indemnification.

18.1 Consultant shall indemnify and hold harmless District from and against, any and all liabilities, actions, proceedings, damages, judgments, liens, levies, costs and expenses, including reasonable attorneys’ fees and disbursements (collectively, “Claims”), which District may suffer or incur or to which District may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, to the extent caused by the negligent or willfully wrongful acts or omissions of Consultant, its officers, employees, or agents committed in performing any services under this Agreement.

18.2 For the purposes of this section, “District” includes District’s officers, officials, and employees.
18.3 The insurance required to be maintained by Consultant under this Agreement is intended to ensure Consultant's obligations under this section, but the limits of such insurance do not limit the liability of Consultant.

18.4 The provisions of this section do not apply to Claims occurring as a result of the District's negligence or willful acts or omissions.

18.5 The provisions of this section will survive the expiration or earlier termination of this Agreement.

18.6 Notwithstanding any provision of this Agreement to the contrary, design Consultants shall be required to indemnify District only to the extent allowed by Civil Code Section 2782.8, namely for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design Consultant. The term "design Consultant" includes licensed architects, licensed landscape architects, registered Consultant engineers, Consultant land surveyors and the business entities which offer such services in accordance with the applicable provisions of the Business and Professions Code.

Section 19. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit C ("Insurance"), which is made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District's designated representative.

Section 20. Assignment.

The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of District. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

Section 21. Termination of Agreement.

21.1 District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

21.2 Consultant may terminate this Agreement at any time upon 30 days’ prior written notice of termination to District.
21.3 Upon termination of this Agreement by either Consultant or District, all property belonging exclusively to District which is in Consultant’s possession must be returned to District. Consultant shall promptly deliver to District a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

21.4 Consultant acknowledges District’s rights to terminate this Agreement as provided in this section and hereby waives any and all claims for damages that might otherwise arise from District’s termination of this Agreement.

Section 22. Default.

In the event that Consultant is in default under the terms of this Agreement, District will have no obligation or duty to continue compensating Consultant for any services performed after District provides written notice to Consultant of such default.

Section 23. Notices.

23.1 All written notices required or permitted to be given under this Agreement will be deemed made when received by the other party at its respective address as follows:

To District: Rancho Simi Recreation and Park District 1692 Sycamore Drive 4201 Guardian Street Attention: Wayne Nakaoka, Director of Planning & Maintenance

Telephone No. 805.584.4424 Fax No. 805.526.7648 Email: wayne@rsrpd.us

To Consultant: Envicom Corporation 4165 Thousand Oaks Blvd., #290 Westlake Village, CA 91362 Attention: Travis Cullen

Telephone No.: 818-879-4700

23.2 Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

23.3 Any party may change its notice information by giving notice to the other party in compliance with this section.
Section 24. **General Provisions.**

24.1 **Authority to Execute.** Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.

24.2 **Binding Effect.** This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.

24.3 **Entire Agreement.** This Agreement, including the attached Exhibits A through C, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.

24.4 **Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the District Board or District's representative, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

24.5 **Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.

24.6 **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.

24.7 **Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.

24.8 **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will not be affected and the Agreement will be read and construed without the invalid, void or unenforceable provision.

24.9 **Venue.** In the event of litigation between the parties, venue will be in the Ventura County Superior Court.

As District's sole and exclusive remedy under this Agreement, any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.
Neither District nor Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.

RANCHO SIMI RECREATION AND PARK DISTRICT

Larry Peterson, District Manager

APPROVED AS TO FORM:

Brian A. Pierik, District Counsel

CONSULTANT: ENVICOM CORPORATION

By ________________________________

Travis Cullen, President
Exhibit A

Scope of Services
Envicom Corporation (Envicom) is pleased to submit this proposal to provide biological consulting services for your proposed BMX Track project on Los Angeles Avenue in the City of Simi Valley. Our scope and cost are based upon our phone conversation and the site plan information provided via email. Assessor's Parcel No. 500-0-291-215.

PROJECT UNDERSTANDING AND APPROACH

The subject property is located along the south side of Los Angeles Avenue in the western portion of the City of Simi Valley. The proposed project would entail construction and operation of a new BMX track, parking, bleachers, a 20'x40' building, and a perimeter fence. We understand you are requesting a Biological Assessment and Tree Report. These reports would include both existing conditions as well as an impact analysis. The following is a detailed description of our proposed scope of work.

SCOPE OF WORK

Task 1 – Biological Assessment Cost: $5,500.00

An Envicom biologist will conduct a literature review including the existing Special Status Species reports, the California Natural Diversity Database, and review other published materials regarding biological resources on the site and in the region. Upon completion of the literature review, field surveys will be conducted to compile the biological resources inventory including vegetation communities, a list of species, and descriptions of plant communities, wildlife habitats, and special status species. We will traverse the development footprint and a 100-foot buffer (Study Area) in sufficient detail to identify important plant and animal associations present. Private property beyond the subject property, but within the Study Area, will not be accessed. Areas on private property will be assessed by binoculars and aerial imagery, if possible. Field notes, photographs and GPS data shall be used to prepare the vegetation map. Animals observed, or their sign, will be documented.

The product of this task will be a stand-alone report including our methodology and findings with respect to biological resources. This task will also include a written discussion of the following data:

- Setting – description of the site with maps and photographs.
- Physical Characteristics – description of topography, previous site disturbance.
• Wildfire – description of frequency of wildfires.

• Vegetation – with reference to the plant species inventory, a description of the site's plant communities and their distribution on the site (a map with major plant communities and other biological resources), and a list of species onsite.

• Wildlife – following the plant community designations, a description of the animal species associated with those habitats, significant wildlife species or communities, and a list of species observed or expected onsite.

• Sensitive Resources – lists of special status and sensitive habitats, plants, and animals observed or likely to occur in the study area, based on the results of the California Natural Diversity Data Base Search and field surveys. Description of any rare, threatened, or endangered species with potential to use the site.

• Impact Assessment – our GIS specialist will overlay the proposed improvements onto the vegetation map and quantify the anticipated impacts. Our biologists will prepare an impact analysis including recommendations for mitigation measures for impacts to protected biological resources. The product of this task will be a separate chapter and series of maps to be included within the Biological Assessment Study.

Task 2 – Tree Report

Estimated Cost Assuming 30 Trees: $4,500.00

Cost $150.00/Tree

Per the City of Simi Valley Municipal Code Section 9-38, Envicom’s certified arborist will inventory oak trees of ordinance size (5-inches or more in diameter at 4.5 feet above grade) as well as mature trees (9.5-inches or more in diameter at 4.5 feet above grade) with tree protection zones within 20 feet of the anticipated development footprint. The trees will be mapped using GPS, tagged, photographed, and evaluated for size, health and aesthetics in accordance with the City’s Tree Report Guidelines. Based on the survey results, we will prepare a Tree Report that will document tree survey methodology, a summary of survey results, a discussion of proposed impacts, and recommended mitigation. The report will include a tree location map depicting the existing trunk location, canopy, and protection zone of each protected tree, as well as a tree impact map illustrating the proposed development and impacts to the protected trees. Based on a preliminary development footprint provided by the District, we estimate there are approximately 30 trees that need to be surveyed. If more than 30 trees are surveyed, each tree over 30 would be provided at an additional cost of $150.00 per tree.

Direct Costs

Cost: $800.00

Direct costs to be incurred in preparation of our scope of work include, but would not be limited to, materials and supplies, equipment usage, copying and communications charges. Direct costs will be billed pursuant to our 2018 Envicom Corporation Professional Fee Schedule.
WORK SCOPE, PRODUCT COST ASSUMPTIONS

The tasks and costs described above are based upon the following assumptions:

- Electronic Files – All relevant reports, studies, surveys, and exhibits prepared for the project shall be made available, including electronic files of site topography.

- Topography and Project Plans – The topography and plans for the project shall be provided to Envicom in either shapefile (preferred) or CAD format with spatial reference included. If the shapefiles or CAD need to be georeferenced, re-projected, edited or modified in order to conduct our analysis, these services would be provided under separate proposal.

- Limits of Scope – the following tasks are not included within this proposal and would be provided under separate authorization if requested:
  - Jurisdictional delineation
  - Preparation of MND or other CEQA document
  - Focused special surveys

COST

The estimated cost to complete the scope of work is $10,800.00. This cost includes labor and direct expenses billed on a time and materials basis, per our January 2018 Envicom Corporation Professional Fee Schedule. We are prepared to commence upon your request and appreciate the opportunity to provide you with our services on this project.
Exhibit B

Key Personnel and Compensation
EXHIBIT B

KEY PERSONNEL AND COMPENSATION

1. Consultant's designated representative(s) who is/are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement is/are: **Travis Cullen, President, Envicom Corporation.**

2. Total compensation under this Agreement, including reimbursement for actual expenses, shall not exceed **$10,800.00** plus an additional **$500.00** (estimated) for reimbursables.

3. Any work requested by Owner/Client that is outside the scope of this agreement will be identified by Consultant as such, and a fixed fee or not-to-exceed amount will be agreed upon prior to the start of the additional work. Compensation for additional services shall be in accordance with Consultant's Exhibit "88", Envicom Corporation's Professional Fee Schedule – Effective January 1, 2018.
Enivicom Professional Fee Schedule applies to the following services:

- Environmental Analysis (CEQA/NEPA)
- Biological Resource Studies
- Cultural Resource Studies
- Permitting and Entitlement
- Cartographic Services/Graphic Design
- Land Planning
- Compliance Monitoring and Reporting
- Habitat Restoration Plans
- Tree Reports

**PERSONNEL**

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$210.00</td>
</tr>
<tr>
<td>Director</td>
<td>$140.00-$195.00</td>
</tr>
<tr>
<td>Senior Project Manager/Associate</td>
<td>$130.00-$150.00</td>
</tr>
<tr>
<td>Senior Biologist</td>
<td>$120.00</td>
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<tr>
<td>Project Manager</td>
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<tr>
<td>Associate Project Manager</td>
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<tr>
<td>Environmental Analyst/Planner</td>
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<tr>
<td>Staff Biologist</td>
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<tr>
<td>Restoration Ecologist/Arborist</td>
<td>$100.00</td>
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<tr>
<td>GIS/Mapping</td>
<td>$98.00</td>
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<tr>
<td>Cultural Resource Field Technician/Monitor</td>
<td>$65.00</td>
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<tr>
<td>Project Assistant/Production Specialist</td>
<td>$65.00-$85.00</td>
</tr>
<tr>
<td>Intern</td>
<td>$55.00</td>
</tr>
</tbody>
</table>

Expert Witness testimony: One and one half times above listed rates (including depositions).

**PROJECT-RELATED EXPENSES**

A communication fee of three percent (3%) of total labor billings will be charged for in-house costs for phone, fax, e-mail, postage, personal computer use, interim working copy reproductions and records maintenance/retention. **Travel expenses** (hotels, meals, rental vehicles, etc.) are charged at cost plus ten percent (10%). Per Diem charge for subsistence may be negotiated in lieu of actual direct expenses for hotels/meals. **Printing/Reproduction** rates for black and white copies will be charged at $0.15 per page and in-house color copies at $2.40 per 8-1/2x11 and $2.85 per 11x17 copy. Oversized copies and plots will be as quoted. **Personal vehicle use** will be at $0.54 per mile. **Out of pocket direct expenses** identifiable to an assignment will be charged at cost plus ten percent (10%). **Subcontractors and sub-consultants** services billed at cost plus 10 percent (10%).

**EQUIPMENT RATES**

Enivicom Corporation charges for consumable field materials and specialized equipment.

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost + 10%</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Field Consumables (Stakes, Flagging, Plant and Tree Tags)</td>
<td>$75.00/day</td>
</tr>
<tr>
<td>GPS</td>
<td>$25.00/hour</td>
</tr>
<tr>
<td>4 x 4 Trucks</td>
<td></td>
</tr>
</tbody>
</table>

**PAYMENT**

Enivicom Corporation invoices are submitted monthly and payment is due within 30 days following the date of the invoice. Delays in timely payment of invoices may result in delay of work products.
Exhibit C

Insurance
INSURANCE C

A. **General Requirements.** Before commencing the performance of services under this Agreement, and at all other times this Agreement is effective, Consultant must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Limits (combined single)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Business Automobile Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>Statutory Requirement</td>
</tr>
</tbody>
</table>

B. **Commercial General Liability Insurance.** This policy must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. The insurance must be on an "occurrence" not a "claims-made" basis.

C. **Business Automobile Insurance.** Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto) and Endorsement CA 0025, or equivalent forms subject to the written approval of District.

D. **Professional Liability Insurance.** Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made basis" if not available. When coverage is provided on a "claims made basis," Consultant will continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated ("extended insurance"). Such extended insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement and will cover Consultant for all claims made by District arising out of any errors or omissions of Consultant or its officers, employees or agents during the time this Agreement was in effect.

E. **Workers Compensation.** Consultant must have a State of California approved policy form providing the statutory benefits required by law with employer's liability limits of no less than $1,000,000 per accident for all covered losses, or Consultant must provide evidence of an approved self-insurance program.

F. **Additional Insureds.** Commercial General Liability Insurance policy must provide that District, its officials, officers, employees, agents and volunteers are "additional insureds" under the terms of the policy, and must provide that an act or omission of one of the insureds will not reduce or avoid coverage to the other insureds.

G. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by District. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of $50,000 without prior written approval by District in its sole discretion. At the option of District,
either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to District's additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.

H. **Primary Insurance.** Each of the insurance policies maintained by Consultant under this Agreement must state that such insurance will be deemed "primary" so that any insurance that may be carried by District will be deemed excess to that of Consultant. This endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent form as determined by District, but such determination shall not be unreasonably withheld.

I. **Certificates of Insurance and Endorsements.** Prior to commencing any services under this Agreement, Consultant must file with District certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or copies of policies as may reasonably be required by District, but such approval shall not unreasonably be withheld. These certificates of insurance and endorsements must be in a form approved by the District Attorney. Consultant must maintain current certificates and endorsements on file with District during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days' prior written notice to District by certified mail, return receipt requested. The delivery to District of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive District's right to require compliance.

J. **Insurance Rating.** All insurance required to be maintained by Consultant under this Agreement must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A or better and Class VII or better by the latest edition of A.M. Best's Key Rating Guide.

K. **Aggregate Limits.** The aggregate limits for each insurance policy required under this Agreement must apply separately and solely to the services performed under this Agreement. If the required policies do not have an endorsement providing that the aggregate limit applies separately to the services being performed, or if defense costs are included in the aggregate limit, then the required aggregate limits must be increased to an amount satisfactory to District.

L. **Waiver of Subrogation Rights.** Consultant and each insurer providing any insurance required by this Agreement must waive all rights of subrogation against District, its officials, officers, employees, agents and volunteers, and each insurer must issue a certificate to District evidencing this waiver of subrogation rights.

M. **Failure to Maintain Required Insurance.** If Consultant, for any reason, fails to obtain and maintain the insurance required by this Agreement, District may obtain such coverage at Consultant's expense and deduct the cost of such insurance from payments due to Consultant under this Agreement or may terminate the Agreement.
N. Effect of Coverage. The existence of the required insurance coverage under this Agreement shall not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Any insurance proceeds available to District in excess of the limits and coverage required by this Agreement, and which is applicable to a given loss, must be made available to District to compensate it for such losses.
DATE: May 24, 2018

TO: Board of Directors

FROM: District Manager

SUBJECT: Approval of Conservation Easement Deed for Mitigation Area of Runkle Canyon

SUMMARY

The City of Simi Valley’s approval of the Runkle Canyon residential development included a requirement to preserve the adjacent open space. A companion staff report recommends the District accept the Grant Deed of that 996.403 acre parcel. Within that parcel there is a 346.19 acre area that is subject to mitigation requirements imposed by the California Department of Fish and Wildlife ("CFDW") and other agencies.

The mitigation efforts are governed by a Habitat Mitigation and Monitoring Plan Addendum ("Mitigation Plan"), and the purpose of that plan is to ensure the fulfillment of conservation values, which includes preservation of the open space so that it may continue to serve as plant and animal habitat and as a wildlife corridor, and the enhancement and preservation of a 1.15 acre wetlands area which serves as habitat for spadefoot toad, and enhancement and preservation of a vernal pool, which supports various other plant and animal life. A graphic depiction of the referenced areas is in Exhibit C of the attached Grant of Conservation Easement.

The residential developer, Runkle Canyon, LLC, is following the terms of the Mitigation Plan and its continuing efforts will be regularly monitored until deemed complete by CDFW and the other agencies. A Conservation Easement over the 346.19 acre mitigation area was required to ensure the enhancements and property preservation are permanent. Under the attached Conservation Easement Runkle Canyon, LLC is the grantor and the Mountains Recreation and Conservation Authority ("MRCA") is the grantee. The MRCA Board of Directors has already approved it becoming the grantee under this Conservation Easement, however, its legal counsel has not yet signed off on the attached document, though staff believes that is forthcoming, as stated below.

A copy of the Conservation Easement is attached hereto together with a legal description, sketch of satellite image of the area. Once escrow closes and the fee simple ownership of the entire open space parcel is conveyed to the Park District it will become the successor in interest to Runkle Canyon LLC. That is, the District will become the owner of the 996.403 acre parcel subject to the Conservation Easement covering 346.19 acres of that parcel. Under the terms of the Conservation Easement and the Grant Deed Runkle Canyon, LLC retains responsibility for compliance with the
Mitigation Plan, see paragraph 3. The developer’s responsibilities in that area are expected to extend for a period of five years or until success and completion is approved by those agencies with jurisdiction over its efforts.

A long established and important recreational trail does traverse the protected mitigation area. It is important to provide continued use of this recreational trail, and it is also important to ensure that trail users stay on the trail and do not damage or harm the protected areas in any way. Therefore, there are provisions within the Conservation Easement that identify permitted and prohibited uses and associated obligations. The requirements are similar to those accepted by the District in connection with the Alamos Canyon property acquisition, and are considered acceptable by District staff.

The Conservation Easement imposes monitoring, enforcement and other responsibilities upon the MRCA as grantee. However, paragraph 18 of the Conservation Easement indicates the District agrees to perform actions required to protect the open space at its expense. This is also provided for within the Grant Deed. The MRCA as grantee will have authority to enforce the terms of the Conservation Easement upon the District, but the District’s compliance therewith will be at its expense. This is appropriate as the subject property is located in Simi Valley, and the open space preservation and continued recreational trail use most directly benefits area residents.

In staff’s opinion the District is best suited and situated to perform any efforts required to protect the property. This is consistent with its efforts in regards to all of the open space that it already owns and preserves. Further, it is the inclusion of this provision that is the reason that staff believes the MRCA will approve and sign the Conservation Easement. Staff’s recommendation for approval of the Conservation Easement also recommends approval for staff to have authority to accept any final non-material changes that may be required in order to conclude this transaction.

RECOMMENDATION

Staff recommends the Board approve the attached Conservation Easement which covers a 346.19 acre section of the 996.403 acre open space parcel to be deeded to the Park District, and authorize staff to accept any final non-material changes to the Conservation Easement that may be required in order to conclude this transaction.

Larry Peterson
District Manager
GRANT OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT ("Conservation Easement") is made this ___ day of ______________, by RUNKLE CANYON, LLC, a Delaware limited liability company ("Grantor"), in favor of the Mountains Recreation and Conservation Authority ("Grantee"). Grantor and Grantee are sometimes singularly referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. Grantor is the sole owner in fee simple of certain real property consisting of approximately 346.19 acres, located in the City of Simi Valley, Ventura County, California, and described in Exhibit "A" attached hereto, and shown in Exhibit "B", attached and by this reference made a part hereof ("Easement Area").

B. Landowner intends that the Conservation Values ("Conservation Values") of the Easement Area be preserved and maintained by permitting only those land uses that do not significantly conflict with those Conservation Values as are listed and described herein.

C. Grantor intends, as the owner of the Easement Area, to convey to Grantee the right to preserve and protect the Easement Area as described herein in perpetuity. The Mountains Recreation and Conservation Authority (MRCA) is a local government public entity established in 1985 pursuant to the Joint Powers Act. The MRCA is a local partnership between the Santa Monica Mountains Conservancy, which is a state agency established by the Legislature, and the Conejo Recreation and Park District and the Rancho Simi Recreation and Park District both of which are local park
agencies established by the vote of the people in those communities. The MRCA is dedicated to the preservation and management of local open space and parkland, watershed lands, trails, and wildlife habitat.

D. The Easement Area is subject to a Habitat Mitigation and Monitoring Plan dated July 19, 2005 prepared by Michael Brandman Associates for GreenPark Runkle Canyon, LLC and the Habitat Mitigation and Monitoring Plan Addendum ("Addendum") dated February 4, 2013 (collectively the 'Mitigation Plan').

E. The Conservation Values as stated in the Mitigation Plan are as follows:

The preservation of 346.19 acres of undeveloped land will allow a permanent wildlife corridor to exist between open space areas to the southwest and east of the project site, and will preserve wildlife habitat in perpetuity. Enhancement and preservation in perpetuity of the southern wetland area (Wetland 1) will conserve occupied habitat for the spadefoot toad (1.15 acres), a CDFW listed Species of Special Concern. Finally, enhancement and preservation in perpetuity of the vernal pool (.87 acre) will preserve this delicate habitat for native plant and animal species that are endemic to vernal pools, many of which are listed as special status species. A copy of Exhibit 3 from the Addendum is attached hereto as Exhibit C which depicts the location of the Spadefoot Relocation Area Wetland and Vernal pool.

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

1. **Grant of Conservation Easement.** Grantor hereby voluntarily grants and conveys to Grantee a Conservation Easement in perpetuity over the Easement Area pursuant to the provisions of Civil Code section 815 et seq. This Conservation Easement shall run with the land and be binding on Grantor's heirs, successors, administrators, assigns, lessees, and other occupiers or users of the Easement Area or any portion of it.

2. **Purpose.** The purposes of this Conservation Easement is to ensure the Easement Area will be retained forever in its natural, restored, or enhanced condition and to prevent any use of the Easement Area that will impair or interfere with the Conservation Values of the Easement Area. Grantor intends that this Conservation Easement will confine the use of the Easement Area to activities that are consistent with such purposes, including, without limitation, those involving the preservation, restoration, and enhancement of native species and their habitats.

3. **Mitigation Plan.** Grantor shall, at its own expense, continue to be responsible for compliance with the Mitigation Plan following the recordation of this Grant of Conservation Easement.
4. **Grantee's Rights.** To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee:

(1) To enter upon the Easement Area at reasonable times, with a 24-hour advance notice to Grantor (except in case of emergency, when advance notice shall be unnecessary), in order to monitor Grantor's compliance with and to otherwise enforce the terms of this Conservation Easement, provided that the Grantee entering the Easement Area shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Easement Area.

(2) To prevent any activity on or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement;

(3) To require that all mineral, air and water rights as Grantee or CDFW deems necessary to preserve, protect, and sustain the biological resources and Conservation Values of the Easement Area shall remain a part of and be put to beneficial use upon the Easement Area, consistent with the purposes of this Conservation Easement; and

(4) All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Easement Area; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Easement Area.

5. **Reserved Rights.** Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Easement Area, including the right to engage in or to permit or invite others to engage in all uses of the Easement Area that are consistent with the purposes of this Conservation Easement.

6. **Assignment.** This Conservation Easement is transferable by Grantee, but Grantee may assign its rights and obligations under this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to California Civil Code Section 815.3. The Grantee shall require its assignee to record the assignment in the county where the Easement Area is located. Grantor may assign its obligations established in this Conservation Easement. In such a situation, Grantor shall provide notice to Grantee of such assignment.

7. **Notices.** Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to any other party or parties shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-business-day delivery or by first class mail, postage prepaid, addressed as follows:
To Grantor:  Runkle Canyon, LLC  
Attn: Glen Longarini and Ron Mertzel  
2512 Springfield Court, Suite 180  
Valencia, CA 91355

With a copy by mail to:  
KB Home, Attn: Legal Department,  
10990 Wilshire Blvd., Seventh Floor  
Los Angeles, CA, 90024

And by e-mail to: pdarrow@kbhome.com

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

Attn: Paul Edelman

Courtesy Copy:  Rancho Simi Recreation and Park District  
Attn: District Manager  
4201 Guardian Street  
Simi Valley, California 93063

or to such other address as a party shall designate by written notice to the other parties. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail.

8. Permitted Uses. Only the following uses shall be permitted on the Easement Area which use restriction shall be a covenant running with the land and binding title to the Easement Area:

a) Public use on foot, bicycle and horse of the existing recreational trail ("Existing Recreational Trail") as depicted in Exhibit C attached hereto which is Exhibit 3 to the Addendum.

b) Maintenance of Existing Recreational Trail

c) Installation of signage, fencing and other measures to restrict public use of the Easement Area to the Existing Recreational Trail.

d) Drainage facilities related to the Runkle Canyon Dam and Reservoir, and said drainage facilities shall be owned and maintained by the Ventura County Watershed Protection District;

    e) Habitat monitoring, mitigation, and enhancement
f) Utilities, including equipment and improvements related to the maintenance of existing facilities and permitted uses herein;

 g) Any lawful uses which are not prohibited by this Grant of Conservation Easement.

9. Prohibited Uses. Without expanding in any way the permitted uses listed above, the following uses are expressly prohibited on the Easement Area, which use restriction shall also be a covenant running with the land and binding title to the Easement Area:

 a) Unseasonable watering; use of chemical fertilizers, pesticides, biocides, herbicides, rodenticides, fungicides or other agents; weed abatement activities except for habitat enhancement/restoration purposes; incompatible fire protection activities (not including emergency fire protection measures taken or required to be taken by the Fire Department); and any and all other activities and uses which may adversely affect the Conservation Values of the Easement Area or otherwise interfere with the purposes of this Conservation Easement.

 b) Use of off-road motorized vehicles and use of any other motorized vehicles except on existing trails/roads as identified on Exhibit C to perform Easement Area or trail maintenance (which includes trail grading, trash removal, plant and animal monitoring and restoration and soil testing), conduct security patrols by Park Rangers or other law enforcement personnel, or perform fire prevention or suppression efforts;

 c) Hunting or fishing;

 d) Commercial, industrial, institutional, or residential structures or uses;

 e) Any legal or de facto division, subdivision or partitioning of the Easement Area including a request for a certificate of compliance pursuant to the Subdivision Map Act (Gov. Code section 66499.35);

 f) Construction, reconstruction, expansion, location, relocation, installation, or placement of any building, billboard or sign, or any other structure or improvement of any kind that is not specifically listed under Permitted Uses in paragraph 1 above;

 g) Deposit or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials;

 h) Planting, introduction, or dispersion of non-native or exotic plant or animal species;

 i) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Easement Area, or granting or authorizing surface entry for any such purpose;
j) Except as provided in paragraph 8 above, altering the surface or general topography of the Easement Area, including building roads, new trails or paving or otherwise covering any portion of the Easement Area.

k) Removing, disturbing, altering, destroying, or cutting of trees, shrubs or other vegetation, except as determined by the Fire Department, government agencies or as required by law and in conformance with a CDFW-approved management plan;

l) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Easement Area and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or subsurface waters.

m) Transferring, encumbering, selling, leasing, or otherwise separating the mineral, air, or water rights for the Easement Area changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Easement Area including but not limited to: (1) riparian water rights; (2) appropriative water rights; (3) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Easement Area; and (4) any water from wells that are in existence or may be constructed in the future on the Easement Area; and

n) Any activity or use that may violate or fail to comply with relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Easement Area or the activity or use in question.

10. To accomplish the purposes of this Conservation Easement, Grantee agrees to:

a) Preserve and reasonably protect the Conservation Values of the Easement Area by undertaking all habitat restoration, construction of required improvements if any, maintenance, monitoring, and reporting regarding the Easement Area in accordance with the Mitigation Plan;

b) Take reasonable actions to prevent any activity on or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement and to undertake reasonable efforts to restore such areas or features of Easement Area that may be damaged by any act (except fire), failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement.

c) Require that all mineral, air and water rights to preserve, protect, and sustain the biological resources of the Easement Area shall remain a part the Easement Area, consistent with the purposes of this Conservation Easement.

d) Undertake reasonable action to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Easement Area.
11. Enforcement Remedies. If at any time in the future, Grantee or any subsequent transferee uses or threatens to use the Easement Area for purposes inconsistent with terms of this deed conveyance then, despite the provisions of Civil Code section 815.7, the California Attorney General has standing as an interested party in any proceeding affecting this deed conveyance.

12. Grantee's Discretion. Enforcement of the terms of this deed conveyance by Grantee shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this deed conveyance in the event of any breach of any term of this Deed Conveyance shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this deed conveyance or any Grantee's rights under this deed conveyance. No delay or omission by Grantee in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

13. CDFW Right of Enforcement. All rights and remedies conveyed to Grantee under this deed conveyance shall extend to and are enforceable by CDFW.

14. Fence & Signage Installation and Maintenance. Grantor shall install, maintain and/or replace fencing and signage in accordance with the guidelines and timeframes outlined in the Mitigation Plan to protect the Conservation Values of the Easement Area.

15. Access. This Conservation Easement does not convey a general right of access to the public.

16. Cost and Liabilities. Grantee retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of Easement Area. Grantee remains solely responsible for obtaining any applicable government permits and approvals required for any activity or use permitted by this deed conveyance, including those required from CDFW acting in its regulatory capacity, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administration agency statutes, codes, ordinances, rules, regulations, orders and requirements.

17. Amendment. This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement. Any such amendment shall be consistent with the purposes of this Conservation Easement and the Mitigation Plan and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Ventura County, State of California.

18. Duties of Grantee. Grantor intends to execute a Grant Deed with Restrictions to property consisting of approximately 996.403 acres ("Entire Parcel") which will include the 346.19 acres referenced in this Grant of Conservation Easement and the grantee of said Grant Deed will be the Rancho Simi Recreation and Park District ("District"). As required by law, the Grant Deed will include an Acceptance of the Grant Deed by the District. The Grant Deed includes a provision that the District agrees to perform, at its own expense, all duties imposed by this Grant of Conservation Easement upon the
MRCA. The Grant Deed will be recorded with the Ventura County Recorder's Office immediately following the recordation of this Grant of Conservation Easement.

SIGNATURES ON NEXT PAGE
IN WITNESS WHEREOF Grantor and Grantee have executed this Grant of Conservation Easement the day and year first above written.

Mountains Recreation and Conservation Authority

By ________________________________
Signature
Print Name: ____________________________
Print Title: ____________________________

Runkle Canyon, LLC
A Delaware Limited Liability Company

By: ________________________________
   Glen Longarini, Authorized Agent
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of the Conservation Easement dated __________, by RUNKLE CANYON, LLC is hereby accepted by the undersigned officer on behalf of the MOUNTAINS RECREATION AND CONSERVATION AUTHORITY.

GRANTEE:

Mountains Recreation and Conservation Authority

By ____________________________

Signature

Print Name: ___________________

Print Title: ___________________

Date: ________________________
STATE OF CALIFORNIA

COUNTY OF

On __________, 20__, before me, __________________, Notary Public, personally appeared ____________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

__________________________
Signature

(Seal)
EXHIBIT “A”
LEGAL DESCRIPTION
CONSERVATION EASEMENT

THAT PORTION OF PARCEL 6, IN THE CITY OF SIMI VALLEY, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP LD-S-616 FILED IN BOOK 64 PAGES 65 THROUGH 70, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 6;
THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL 6, SOUTH 89°33'09" EAST 4252.92 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE;
THENCE LEAVING SAID SOUTHERLY LINE OF PARCEL 6, NORTH 11°48'16" EAST 1,746.80 FEET;
THENCE NORTH 07°11'22" WEST 726.15 FEET;
THENCE NORTH 14°07'19" WEST 323.83 FEET;
THENCE NORTH 35°37'29" WEST 972.30 FEET;
THENCE SOUTH 71°34'34" WEST 530.22 FEET;
THENCE NORTH 65°57'19" WEST 229.40 FEET;
THENCE NORTH 73°49'14" WEST 782.01 FEET;
THENCE NORTH 88°19'54" WEST 350.37 FEET;
THENCE SOUTH 72°07'06" WEST 1,318.82 FEET;
THENCE SOUTH 65°14'54" WEST 357.34 FEET;
THENCE SOUTH 71°07'36" WEST 264.68 FEET;
THENCE SOUTH 75°57'50" WEST 221.60 FEET TO A POINT IN THE WESTERLY LINE OF SAID PARCEL 6;
THENCE SOUTHERLY ALONG SAID WESTERLY LINE, SOUTH 00°17'28" WEST 2,961.57 FEET TO THE POINT OF BEGINNING.
CONTAINING 346.19 ACRES, MORE OR LESS

MICHAEL A. KENNADA
LICENSED LAND SURVEYOR
STATE OF CALIFORNIA
5642

04-09-18
EXHIBIT "B"

DATA TABLE

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TRACT NO. 5364-4
163 MR 06

POB POINT OF BEGINNING

04/09/18

LICENSED LAND SURVEYOR
MICHAEL A. KENNEDY
STATE OF CALIFORNIA
L.S. 5642

N89°33'09"W 4252.92'

LEGEND
POB POINT OF BEGINNING
EXHIBIT "C" TO GRANT OF CONSERVATION EASEMENT
DATE: May 24, 2018

TO: Board of Directors

FROM: District Manager

SUBJECT: Approval of Resolution Accepting a Grant Deed with Restrictions from Runkle Canyon, LLC, Conveying to Rancho Simi Recreation and Park District a 996.403 Acre Parcel of Property Commonly Referred to as Runkle Canyon

SUMMARY

This is a companion staff report to the recommendation to approve a Conservation Easement. Runkle Canyon, LLC, a Delaware limited liability company ("Grantor") is owner of a 996.403 acre property in Tract 5364 with the approved Specific Plan SP-S-24 and Development Agreement Amendment DA-04-01 AMD#2 ("Property") which it intends to transfer to the Park District for the purpose of preservation in accordance with the approved development agreement.

The attached Grant Deed with Restrictions includes the use restrictions directly from the approved Development Agreement. The companion staff report recommends the Board approve a Conservation Easement that will apply additional protections to a 346.19 acre portion of the Property that has been subject to mitigation efforts. This transaction is similar to the recently approved Alamos Canyon property acquisition in which the Board approved the acceptance of the grant deed for the property and that acquisition was subject to the conservation easement for the mitigation area.

The District has been working through the terms of the Conservation Easement and Grant Deed with the City of Simi Valley, Runkle Canyon, LLC, California Department of Fish and Wildlife and the Mountains Recreation and Conservation Authority. On Friday, May 18, 2018, it appeared that agreement had been reached, and therefore this item now appears on your May 24 meeting agenda. The District has not yet received a signed Grant Deed, but it expects to receive it shortly. If the Board approves staff's recommendation herein, the Board Chair may sign the attached Acceptance of Deed once the Grant Deed is received and staff may then transmit that to the title company at which time a title insurance policy will be obtained by the District in connection with the transfer of ownership of the property.
RECOMMENDATION

Staff recommends the Board approve the attached Resolution Accepting a Grant Deed with Restrictions from Runkle Canyon, LLC, Conveying to Rancho Simi Recreation and Park District a 996.403 Acre Parcel of Property Commonly Referred to as Runkle Canyon.

Larry Peterson
District Manager
RANCHO SIMI RECREATION AND PARK DISTRICT

RESOLUTION NO. 1956

RESOLUTION ACCEPTING A GRANT DEED WITH RESTRICTIONS FROM RUNKLE CANYON, LLC, CONVEYING TO RANCHO SIMI RECREATION AND PARK DISTRICT A 996.403 ACRE PARCEL OF PROPERTY COMMONLY REFERRED TO AS RUNKLE CANYON

WHEREAS, a good and sufficient Grant Deed, dated __________, has been submitted to the Rancho Simi Recreation and Park District ("District or Grantee") by Runkle Canyon, LLC ("Grantor"), conveying to the District a 996.403 acre parcel (the "Property") in the City of Simi Valley and the County of Ventura, State of California which is described in the attached Grant Deed with Restrictions, Legal Description and graphic depiction; and

WHEREAS, said Grant Deed with Restrictions is presented to the District by Grantor in connection with its Development Agreement which was approved by the City of Simi Valley; and

WHEREAS, the approved Development Agreement provides that the Property is to be preserved as open space in perpetuity; and

WHEREAS, the District has been authorized by the California Department of Fish and Wildlife to hold open space that is subject to mitigation requirements and the District is willing to own the Property for the purpose of protecting and preserving it while ensuring continued recreational use of the existing trail; and

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

NOW, THEREFORE, BE IT RESOLVED that said Grant Deed with Restrictions presented to the Board of Directors conveying to the District ownership of a 996.403 acre parcel of property commonly referred to as Runkle Canyon, and legally described and graphically depicted in the attachment hereto be, and the same is, hereby accepted, and that said Grant Deed with Restrictions be recorded in the Official Records of Ventura County, California and Board of Directors Chair Mark Johnson is authorized to sign an Acceptance of said Grant Deed with Restrictions and District Manager Larry Peterson or Interim District Manager Wayne Nakaoka is directed to transmit to the title company the Acceptance and a certified original Resolution and take all steps necessary to complete this transaction.

The foregoing Resolution was approved by the Board of Directors of the District at a regularly scheduled meeting held on May 24, 2018, at 4201 Guardian Street, 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
Order No. ________ 
Escrow No. ________ 

WHEN RECORDED MAIL TO, AND 
MAIL TAX STATEMENTS TO: 

Rancho Simi Recreation and Park District 
4201 Guardian Street 
Simi Valley, CA 93063 
Attn: Larry Peterson, District Manager

APN: 

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

This document is exempt from recording fees pursuant to Section 27383 of the California Government Code

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GRANT DEED WITH RESTRICTIONS

Runkle Canyon, LLC, a Delaware limited liability company ("Grantor") is owner of property in Tract 5364 with the approved Specific Plan SP-S-24 and Development Agreement Amendment DA-04-01 AMD#2 and it intends to transfer certain real property to a public entity to be maintained as open space, and pursuant to the conditions of approval, Grantor does hereby GRANT to The Rancho Simi Recreation and Park District, a California Special District ("Grantee") the real property in the City of Simi Valley, County of Ventura, State of California, described on Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein by this reference ("Property"), to ensure the Property will be retained forever in its natural, restored, or enhanced condition and to prevent any use of the Property that will impair or interfere with the preservation values of the Property. Grantor intends that this deed conveyance will limit the use of the Property to activities that are consistent with such purposes, stated hereinbelow, including without limitation, those involving the preservation, restoration, and enhancement of native species and their habitats.

Approximately 346.19 acres of the Property (hereafter “Conservation Easement Area”) is subject to a Habitat Mitigation and Monitoring Plan dated July 19, 2005 prepared by Michael Brandman Associates for GreenPark Runkle Canyon, LLC and the Habitat Mitigation and Monitoring Plan Addendum dated February 4, 2013 (collectively the “Mitigation Plan”). The Conservation Easement Area is the subject of a Grant of Conservation Easement (“Grant of Conservation Easement”) recorded concurrently with this Grant Deed. The Grantee of the Grant of Conservation Easement is the Mountains Recreation and Conservation Authority (MRCA). Grantor shall, at its own expense, continue after this Grant Deed is recorded to be responsible for compliance with the Mitigation Plan.
in the Conservation Easement Area. The Rancho Simi Recreation and Park District shall not be responsible for compliance with the Mitigation Plan in the Conservation Easement Area.

The Grant of Conservation Easement includes provisions that impose duties upon the MRCA. The Rancho Simi Recreation and Park District, the Grantee in this Grant Deed, agrees that by accepting this Grant Deed that said District will be responsible, at its own expense, for performing all duties imposed on the MRCA by the Grant of Conservation Easement.

This deed conveyance shall be subject to: (1) all matters of record and all matters that would be disclosed by an inspection and survey of the property, (2) The Conservation Easement from Runkle Canyon, LLC as grantor to Mountains Recreation and Conservation Authority ("MRCA") as grantee recorded concurrently with this Grant Deed and (3) subject to the following:

Permitted Uses:

Only the following Permitted Uses shall be permitted on the Property.

Other than the following uses listed below, other uses specifically including residential development is specifically prohibited.

The only Permitted Uses on the Property as described in the legal description in Exhibit "A" shall be the following except that the only uses permitted in the Conservation Easement Area shall be those uses permitted by the Grant of Conservation Easement:

a) Publicly accessible open space;

b) Multi-use recreational paths, trails, interpretive nodes, information kiosks, and related facilities;

c) Drainage facilities related to the Runkle Canyon Dam and Reservoir;

d) Equestrian;

f) Habitat monitoring, mitigation and enhancement;

g) Film and Television Production (no permanent structures);

h) Improvements accessory to land uses allowed above.

Dated: ________________

RUNKLE CANYON, LLC, a Delaware Limited Liability Company

By: _____________________

Name: Glen Longarini
Title: Executive Committee Member

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

STATE OF CALIFORNIA )
COUNTY OF __________)

On __________, 20__, before me, ________________________, Notary Public, personally appeared ____________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

______________________________  (Seal)

Signature
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed With Restrictions dated _________________, by RUNKLE CANYON, LLC is hereby accepted by the undersigned officer on behalf of the RANCHO SIMI RECREATION AND PARK DISTRICT.

GRANTEE:

Rancho Simi Recreation And Park District

By ____________________

Mark Johnson, Chair of the Board of Rancho Simi Recreation And Park District.

Date: _________________
EXHIBIT "A"
LEGAL DESCRIPTION
DESIGNATED REMAINDER

THAT PORTION OF PARCEL MAP LD-S-616, IN THE CITY OF SIMI VALLEY, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 64 PAGES 65 THROUGH 70, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL MAP;
THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL MAP, SOUTH 89°33'09" EAST 4,252.92 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE;
THENCE ALONG THE SOUTHEASTERLY LINE ON SAID PARCEL MAP, NORTH 74°13'15" EAST 4,096.20 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL MAP;
THENCE ALONG THE EASTERLY LINE OF SAID PARCEL MAP, NORTH 42°12'15" WEST 4,622.49 FEET TO AN ANGLE POINT IN SAID EASTERLY LINE;
THENCE ALONG THE SOUTHERLY, SOUTHWESTERLY AND WESTERLY LINES OF TRACT NO. 5364-4 FILED IN BOOK 163 PAGES 6 THROUGH 29, INCLUSIVE, OF MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY, THE FOLLOWING COURSES:
SOUTH 86°29'31" WEST 747.49 FEET;
SOUTH 40°55'36" WEST 310.57 FEET;
SOUTH 75°30'59" WEST 469.53 FEET;
NORTH 80°25'16" WEST 596.92 FEET;
SOUTH 62°23'30" WEST 148.51 FEET;
NORTH 39°49'23" WEST 622.49 FEET;
NORTH 76°32'26" WEST 1,242.34 FEET;
NORTH 03°18'20" EAST 208.68 FEET;
NORTH 83°17'59" EAST 966.63 FEET;
NORTH 65°48'06" EAST 225.61 FEET;
NORTH 00°29'03" EAST 304.47 FEET;
NORTH 69°41'41" EAST 269.78 FEET;
SOUTH 36°24'51" EAST 272.02 FEET;
NORTH 28°45'58" EAST 73.52 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 520.00 FEET;
NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°59'10" AN ARC DISTANCE OF 63.40 FEET;
TANGENT TO SAID CURVE, NORTH 35°45'08" EAST 287.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 115.00 FEET;
NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°47'13" AN ARC DISTANCE OF 45.74 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 85.00 FEET;
NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°22'22" AN ARC DISTANCE OF 37.64 FEET;
TANGENT TO SAID CURVE, NORTH 33°09'59" EAST 163.72 FEET TO THE BEGINNING OF A TANGENT CURVE
CONCAVE NORTHWESTERLY HAVING A RADIUS OF 960.00 FEET;
NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°21'45" AN ARC DISTANCE OF
173.63 FEET;
TANGENT TO SAID CURVE, NORTH 22°48'14" EAST 219.02 FEET TO THE BEGINNING OF A TANGENT CURVE
CONCAVE WESTERLY HAVING A RADIUS OF 237.50 FEET;
NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°48'02" AN ARC DISTANCE OF 206.43
FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY HAVING A RADIUS OF 92.50 FEET;
NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 77°58'28" AN ARC DISTANCE OF 125.88
FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 182.50
FEET;
NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°54'29" AN ARC DISTANCE OF
165.34 FEET;
TANGENT TO SAID CURVE, NORTH 00°55'49" WEST 77.44 FEET;
NORTH 37°12'24" WEST 149.60 FEET;
NORTH 18°37'55" WEST 410.16 FEET;
NORTH 57°46'34" WEST 203.15 FEET;
NORTH 11°55'13" WEST 191.86 FEET;
NORTH 15°15'41" EAST 195.58 FEET;
NORTH 04°24'18" EAST 497.24 FEET;
THENCE ALONG THE SOUTHWESTERLY AND WESTERLY LINES OF TRACT NO. 5364-3 FILED IN BOOK 162
PAGES 49 THROUGH 89, INCLUSIVE, OF MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF THE COUNTY
RECORDER OF VENTURA COUNTY, THE FOLLOWING COURSES:
NORTH 83°28'56" WEST 193.29 FEET;
NORTH 62°36'02" WEST 134.28 FEET;
NORTH 53°14'28" WEST 232.54 FEET;
NORTH 51°24'09" WEST 219.29 FEET;
SOUTH 22°22'38" WEST 161.02 FEET;
NORTH 73°47'35" WEST 235.00 FEET;
NORTH 07°46'35" EAST 140.15 FEET;
NORTH 48°54'40" WEST 95.08 FEET;
NORTH 82°57'20" WEST 102.59 FEET;
SOUTH 84°43'39" WEST 148.93 FEET;
NORTH 02°05'01" WEST 92.93 FEET;
NORTH 55°46'57" WEST 221.16 FEET;
NORTH 32°16'43" EAST 116.66 FEET;
NORTH 46°20'18" WEST 246.02 FEET;
NORTH 30°10'13" EAST 330.74 FEET;
NORTH 50°01'38" EAST 275.12 FEET;
SOUTH 40°00'07" EAST 94.22 FEET;
NORTH 46°55'15" EAST 226.09 FEET;
NORTH 08°54'02" EAST 121.26 FEET;
NORTH 06°18'28" WEST 197.98 FEET;
NORTH 33°36'48" EAST 158.88 FEET;
NORTH 00°02'04" EAST 159.41 FEET;
THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL MAP, NORTH 89°26'09" WEST 1,149.04 FEET TO THE NORTHEASTERLY CORNER OF TRACT NO. 5364-1 FILED IN BOOK 162 PAGES 31 THROUGH 40, INCLUSIVE, OF MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY;
THENCE ALONG THE EASTERLY AND SOUTHEASTERLY LINES OF SAID TRACT NO. 5364-1 THE FOLLOWING COURSES:
SOUTH 24°46'59" EAST 354.70 FEET;
SOUTH 24°47'10" WEST 57.50 FEET;
NORTH 81°52'57" WEST 158.66 FEET;
SOUTH 18°03'52" WEST 84.57 FEET;
SOUTH 35°13'51" EAST 91.23 FEET;
SOUTH 16°20'37" EAST 125.78 FEET;
SOUTH 59°55'00" WEST 144.74 FEET;
NORTH 76°47'32" WEST 163.67 FEET;
SOUTH 01°20'57" WEST 286.59 FEET;
SOUTH 61°34'46" WEST 140.48 FEET;
SOUTH 20°19'21" WEST 238.11 FEET;
SOUTH 03°50'20" EAST 698.00 FEET;
SOUTH 55°37'29" WEST 388.70 FEET;
SOUTH 72°34'33" WEST 521.64 FEET;
NORTH 89°43'13" WEST 123.04 FEET;
THENCE ALONG THE WESTERLY LINE OF SAID PARCEL MAP, SOUTH 00°17'28" WEST 8,238.05 FEET TO THE POINT OF BEGINNING.
CONTAINING 996.403 ACRES, MORE OR LESS
EXHIBIT "B"

TRACT NO. 5364-2
162 MR 41

TRACT NO. 5364-3
162 MR 49

TRACT NO. 5364-4
163 MR 06

PARCEL MAP LD-S-616
64 PM 65

POB POINT OF BEGINNING

CITY OF SIMI VALLEY
COUNTY OF VENTURA

CITY OF SIMI VALLEY
COUNTY OF VENTURA

Licensed Land Surveyor
Michael A. Kennada
L.S.5642
04/03/18

LEGEND
POB POINT OF BEGINNING