PLEASANT VALLEY RECREATION & PARK DISTRICT ADMINISTRATION OFFICE, ROOM 6 1605 E. BURNLEY ST., CAMARILLO, CALIFORNIA

LONG RANGE PLANNING COMMITTEE AGENDA

Wednesday, July 14, 2021

3:00 P.M.

Pleasant Valley Recreation and Park District thanks you for doing your part to prevent the spread of COVID-19. In alignment with the <u>State's Guidance for the Use of Face Coverings</u>, the District is relying on vaccinated and unvaccinated public attendees to self-attest that they are in compliance with the guidance prior to entering the public areas of the District offices.

- 1. CALL TO ORDER
- 2. APPROVAL OF AGENDA
- 3. PUBLIC COMMENTS
- 4. LAS POSAS EQUESTRIAN PARK UPDATE
- 5. DIGITAL AND SEARCHABLE SYSTEM FOR BOARD DOCUMENT DISCUSSION
- 6. GEOGRAPHIC INFORMATION SYSTEM (GIS) DISCUSSION
- 7. DISCUSSION OF CHANGE TO LONG-RANGE MEETING DATES AND TIMES
- 8. ORAL COMMUNICATIONS
- 9. ADJOURNMENT

Note: Written materials related to these agenda items are available for public inspection in the Office of the Clerk of the Board located at 1605 E. Burnley Street, Camarillo during regular business hours beginning the day preceding the Committee meeting.

Announcement: Should you need special assistance (i.e. a disability-related modification or accommodations) to participate in the Committee meeting or other District activities (including receipt of an agenda in an appropriate alternative format), as outlined in the Americans With Disabilities Act, or require further information, please contact the General Manager at 482-1996, extension 114. Please notify us 48 hours in advance to provide sufficient time to make a disability-related modification or reasonable accommodation.

REFERENCE MATERIALS FROM MARCH 10, 2021 LONG RANGE PLANNING COMMITTEE MEETING PACKET

PLEASANT VALLEY RECREATION AND PARK DISTRICT STAFF MEMO

TO: LONG RANGE PLANNING COMMITTEE

FROM: ANTHONY MILLER, ADMINISTRATIVE ANALYST

DATE: MARCH 10, 2021

SUBJECT: LAS POSAS EQUESTRIAN PARK STAFF REPORT

SUMMARY

Pleasant Valley Recreation and Park District has owned the land that Las Posas Equestrian Park occupies since 1972. The Park District developed and began operating the park in 1979. Between 1979 and 1992, the District operated under the assumption that it was the owner of the trail system which ran behind and beneath a number of neighboring residential properties. The District was sued by the local homeowner's association and it was established in 1993 that the Park District did not own certain sections of the trails and was given access to those areas via conveyance (current status of these parcels is being researched with the county. These conveyances are valid for 30 years given that the District maintains their operation as equestrian trails. If the District fails to maintain the trails for equestrian use during this time, the conveyances will revert to the property owners. The District is approaching the end of this agreement and is exploring options regarding the status of the park with the District.

BACKGROUND

Las Posas Equestrian Park is a park in the northwest quadrant of the District. Developed in 1979, the park offers a riding arena and riding trails which run down into a wash behind several homes located in the Las Posas Hills neighborhood. In addition to the trail system, there are two arenas which offer the only enclosed public equestrian facilities in the Camarillo area. Throughout the years, common users have included hikers looking for a challenging urban trail site, urban horse owners including members of the Camarillo White Horses and Las Posas Rancheros, and equestrians from out of the area looking for a spot to stretch their horses.

Since the District took ownership of the land in 1972, it has been a source of concern for local residents and difficulty for District Staff. On multiple occasions, the trail portion has been blocked by residents seeking to limit access to the trail and prevent use of the trail system by the public. Additional problems were created through poor planning by developers in the surrounding areas who have cut the equestrian trails off at street thoroughfares without any means to cross into other trail sections. This has effectively turned the trails into islands, disconnected from each other and with little or no signage directing users to subsequent sections. However, the largest point of contention for both residents and the District has stemmed from a lawsuit which was filed against the District and a variety of other defendants and was resolved with an adjudicated Settlement reached in early 1993. The Settlement between the District and the Plaintiffs is the most current document which governs the disposition of land in the area in addition to how the trails are to be used and maintained.

Within the Settlement, the District has been conveyed portions of eight properties, strips "4 and 5," (see attachments) in order to provide the public with access to uninterrupted equestrian trail areas and to maintain the trail areas. Additionally, the District is to have been granted a license for the use of trail strips "1, 2, and 3" (see attachments) which are managed by the Association. The

District is also obligated to maintain the trails through strips 4 and 5 at a minimum of twelve feet wide unless restricted by topography. This includes an identified need to address the erosion and damage of the barranca walls and toes within strips 4 and 5 (see Settlement pg. 12). Addressing any of the barranca walls or toes requires notification and approval by the adjoining property owner. If the District fails to maintain the trails, it is likely that the Las Posas Hills Owners Association will pursue legal action against the District. However, the District maintains the right to close the trail at any time for the purposes of public safety if it finds that the adjoining homeowners are not maintaining the portions of their property which abut the trail or if they improperly block the trail. This back and forth status of the trail has caused the relationship between the District and homeowner's association to become contentious at times. This is evidenced by the almost annual letters received by the District from the homeowner's association attorney, threatening the District with legal action if the trail system is not maintained to their perceived standard. However, it must also be noted that the Settlement also stipulates that the Association must maintain trail portions 1, 2, and 3 in the same state or better than what was present in the three years between 1989 and 1992.

The last stipulation which effects the District's ability to maintain the park trail system is the expiration date of the conveyances and stipulations placed upon the trails use. In order to maintain access to the conveyances and subsequent separated pieces of trails, the District is obligated to maintain the trail system for equestrian use for 30 years from the date of the Settlement. If this point is violated, the District will lose its right to use the conveyances and will be forced to return those properties to the adjacent owners. If the Settlement is maintained until the end of the specified 30 years, the Agreement will automatically renew for another irrevocable five years. Either party can unilaterally inform the other that they wish to not renew the current Agreement, at which point the Agreement would become null and void at the end of its term. The Park District would be compelled at that point to return the established conveyances to the adjacent property owners.

<u>ANALYSIS</u>

Staff determined that certain perceived issues with Las Posas Equestrian Park must be explored on several points; low perceived usage, niche purpose and location, and the legal relationship between the District, Las Posas Hills Owners Association and other adjacent residents.

According to District reservation records. Las Posas Equestrian Park has not been officially reserved since at least January 2013 and possibly earlier. Concurrently, the District has invested an average of \$7,430.53 annually into the maintenance of the upper equestrian areas and trails. Due to the lack of revenue generated from this park, the District does not recover any costs associated with the park's operation and maintenance. Fortuitously, this park is not a "green" park and does not require much in the way of regular maintenance, water, or other utilities to be available for public use. However, the specialized use and lack of reservations also causes this Park to defy comparison as none of the District's other parks serve a similar population or have similar upkeep requirements. The lack of reservation data however does illustrate the limited reservable utility which Las Posas Equestrian Park provides to the District. However, it is important to note that the District has received letters of support regarding the Park's status and location from equestrian owners who use Las Posas without reservation.

Staff determined that without a physical survey of the park for an extended period, it is impossible to truly estimate the total number of users the arenas and trails serve. This was bluntly illustrated when Staff performed an unannounced and unscheduled walk of the trail system and encountered two individuals using the trails as a walking path, a purpose the District has not explicitly advertised the Park as available for, whom expressed their disappointment if the park were to be closed. These individuals would never have been encountered if not for the presence of a District

employee. Other anecdotal evidence from Maintenance staff includes encountering horse trailers and equestrian riders during normal maintenance tasks. True usage of the park is impossible to determine without further research.

In response to the unknown nature and number of park users, the District mounted two game cameras at the park to collect usage data for this report. One camera was located at the park vehicle entrance and the other camera was positioned at the intersection of the trail and pathway to the arena from the trail. Both cameras were active for 121 days. As illustrated in Table 1, both cameras photographed over 500 individuals during that time. It is important to note that these numbers cannot be combined, as many users captured by one camera were also captured by the other camera after walking through the park. Using the camera data, staff determined that on average the main park property saw approximately 4.7 users per day and approximately .5 users in the arena per day. Staff also would like to point out that the data suggested that many equestrian users do not use the trail behind the park exclusively but regularly use both the trail and park in conjunction.

Table 1 - Las Posas Equestrian Park Camera Data 6/4/2019 - 10/2/2019

Camera #1	# Users	Equestrian Users	Camera #2	# Users	Equestrian Users	Dogs
	582	61		570	72	188

Anecdotally, the park is perceived to suffer from little to no use. However, it seems as though the data does not support that conclusion. While the park cannot be considered one of the District's busiest parks, it does cater to two groups much more than any other park in the District; walkers and equestrians. Of those two, it is clear from the data that walkers use the park area much more regularly than equestrians do which may contribute to the perception of low usage. Additionally, a lack of easily readable and visible signage makes even walking between different sections of trail difficult to those not familiar with the area, which could discourage outside use. While private ownership of equines has stayed relatively stable over the past decade¹ there is no doubt that the area surrounding the Las Posas Equestrian Park has become more urbanized and separated from the open spaces typically associated with equine ownership. Unfortunately, residential development and the development of the Sterling Hills Golf Course without any official dedications to equestrian usage and riding space has cut off the park from the Beardsley Slough and wider Oxnard Plains. Park users who wish to connect to these locations or other private trails must use public roads to reach them or trailer their animals to and from their destinations. Anecdotal experiences relayed to the District from local equestrian groups indicate that this isolation has made using the Park less convenient. However, it has also made the Park a valuable destination due to its unique nature as the only public and free location for urban equestrians to use within the greater Camarillo area.

The status quo is complicated for the District as it approaches the end of the conveyance restrictions placed upon the District in the Settlement. As identified in the Park District's Community Needs Assessment Study, outdoor activities, open space, and trails were listed as high priority items within the Community. Las Posas Equestrian Park serves an area that is relatively isolated from other parks in the area and is developed in such a way to exclusively serve equestrian users, but also provides the District with the only access to urban trails within its boundaries. Due to this situation, Staff chose to analyze Las Posas Equestrian Park in a manner which may be considered consistent with the results of the Study. Staff initially interpreted the perceived low total usage of the Park as a possible indication of over-specialization towards equestrian users rather than the general public. However, the data shows that park usage is overwhelmingly dominated by non-equestrian users. Whether or not non-equestrian use of the park would increase if the park were redeveloped is unknown. However, as required by the Settlement, the District is

AQHA, USDA, American Equestrian Association

obligated to maintain the Park primarily for equestrian usage, regardless of who uses the facility the most.

Upon considering a variety of factors, staff has developed four potential options for discussion by the District Board:

Option 1: Maintain the Park/Trail System as a Special-Use Equestrian Park. (Status Quo)

This option would require the least alteration of current District operations. This option would not address any of the current challenges identified within the District's Community Needs Assessment Study. The park would continue to have a relatively low-impact upon the District budget but would also fail to earn the District any substantial revenue. This would maintain the status quo and allow the District to continue to operate the trail portion of the park in accordance with the Agreement given that the Las Posas Owners Association does not inform the District of its intent to abandon the Agreement. However, the status of the Agreement is not clear after the 35-year term outlined in 1993. It is primarily unclear due to the status of the easements granted to the District after the expiration of the initial 30-year term. While the license agreement for use of the HOA trail system is perpetually self-renewing, the easements recorded in early 1993 are for 30 terms only. This seems to indicate that the District will need to negotiate with each property owner in order to maintain access to these easements past 2023.

Option 2: Redevelop the Park/Trails to Accommodate Local Residents and Urban Hikers

Positive outcomes from this option would include addressing the stated needs in the District's Community Needs Assessment Study, providing a more accessible park for the surrounding residents, and providing the District with more rentable facilities. This option would keep a park in a relatively underserved neighborhood that may also be available for unique programming opportunities due to its location outside the Camarillo City Limits. Furthermore, efforts could be made to integrate the Las Posas trail with the surrounding trails maintained by other Homeowner Associations and create a localized urban trail system. This would be the first of its kind within the District.

A major challenge inherent with this option is the requirement that the District negotiate a new agreement with the adjacent homeowners and Las Posas Owners Association over the status of the current conveyances as the District is compelled to return those properties at the end of the current Agreement. Further challenges include possible negative citizen reactions to the closure of the last free public equestrian park in the Camarillo area, negative reactions by neighboring residents to increased usage and possible public access to the trail portions which adjoin private property, and ambiguity regarding the availability of the rest of the trail system within the Las Posas neighborhood. Objections to closing the Park to equestrians may be somewhat mitigated by the creation of mixed-use facilities which cater to both equestrian and pedestrian usage. However, this may need to be explored by insurance providers and risk managers prior to being pursued as a serious option so that the District is suitably protected from unnecessary liability.

This option cannot be implemented until after the Settlement expires or a new agreement is negotiated. Additionally, unknown investment amounts would be required from the District to convert the park from equestrian use to use by the general public. Furthermore, the Las Posas Owners Association does not have any obligation to open trail portions 1, 2 and 3 to the general public and could close the trail at any time. These issues may make pursuing this option prohibitively difficult and may predispose the District to explore the purchase of the entire trail system from the Association in order to ensure uninhibited public use.

Option 3: Pursue the Sale of Las Posas Equestrian Park

This option assumes that continued maintenance of the Park and the associated trail easements and conveyances is not feasible for the District and that the Park would be an attractive property for purchase by outside entities. The District would be required to offer the property for sale to other government agencies prior to private groups in accordance with California Government Code 54222. If the District Board approves the sale of the property, and no other government agencies show interest in the property values in the area suggest that the District could see a substantial amount of interest in the property. It must be noted that this cannot be confirmed without an independent appraisal and survey of the property. The District would not be allowed to transfer the trail conveyances with the sale and would effectively cut off access through the property to the trail loop. Further challenges include the negative public reaction from user groups served by the park and the associated political consequences.

Option 4: Maintain the Park and Abandon the Attached Trail System

Option four would see the Park maintained as an equestrian park for the immediate future while freeing the District from the obligations and restrictions placed upon it through the Settlement. Under this option, the District would announce its intention to cancel the license agreement upon its expiration in 2023. At this point, the District would be obligated to transfer the trail conveyances conferred to it in the Settlement back to the appropriate property owners. This would not affect the arena facilities which constitute most of the Park and would allow the District to continue operating this park without the added maintenance cost of the trails below.

Benefits from this option include a reduction in maintenance cost to the District, release from the onerous requirements established within the Settlement, and freedom for the District to pursue any redevelopment plans of the main arena areas without needing to consider the effect upon the status of the trail system. These benefits could allow staff to be deployed more efficiently as workload at this Park would be reduced. Additionally, the District would no longer need to work with the County to maintain clearances for fire prevention or provide access to the County flood control pond at the end of the trail.

This option would bring challenges to the District as well. Much like the previous options, there could be political fallout from local equestrians. Residents may be opposed to any park redevelopment plans which would bring increased traffic to the neighborhood. The District may also see increased capital costs with this option if the Park is redeveloped to include more or different facilities, however this could be offset by the creation of new revenue opportunities not present with the status quo. At last, utility costs would also be likely to increase as with any redevelopment and increased usage, it may be expected that certain gas, power, and water requirements would be increased.

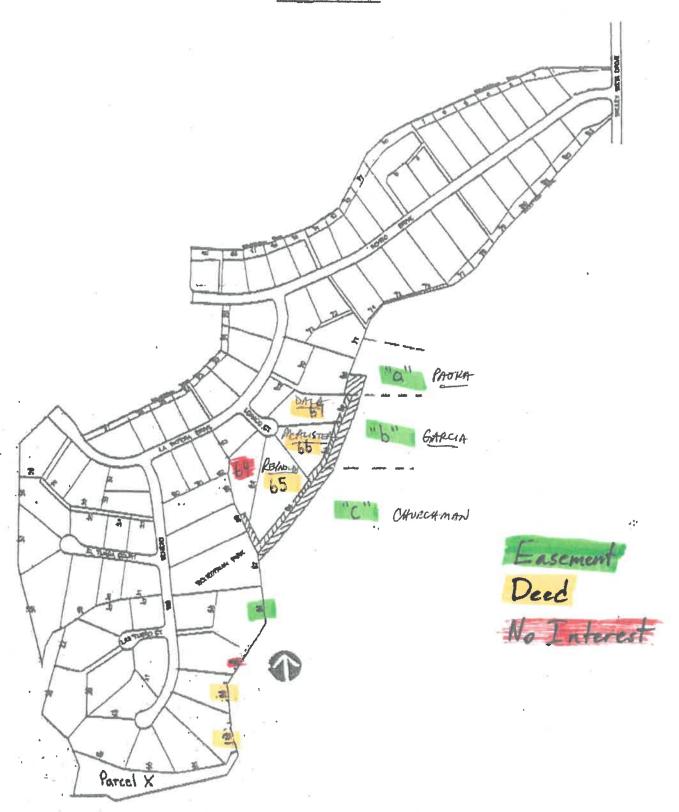
RECOMMENDATION

Upon review of photographic evidence of park usage, staff recommends that the Board begin to discuss the future of the park directly with the Las Posas Hills Owners Association, Las Posas Trails Committee, and the County of Ventura. While the park does serve a unique purpose as an equestrian facility, it is primarily used by walkers yet does not provide any services or amenities for those users. For this reason, Staff recommends that the District Board consider this in any potential discussion with the Las Posas Hills Owners Association, Trails Committee, and County of Ventura regarding any park development and maintenance.

ADDITIONAL INFORMATION

- Please refer to Agreement Pgs. 5-29, and Agreement Exhibits A, B, C, and D for property disposition and current requirements placed upon the District.

EXHIBIT "B"



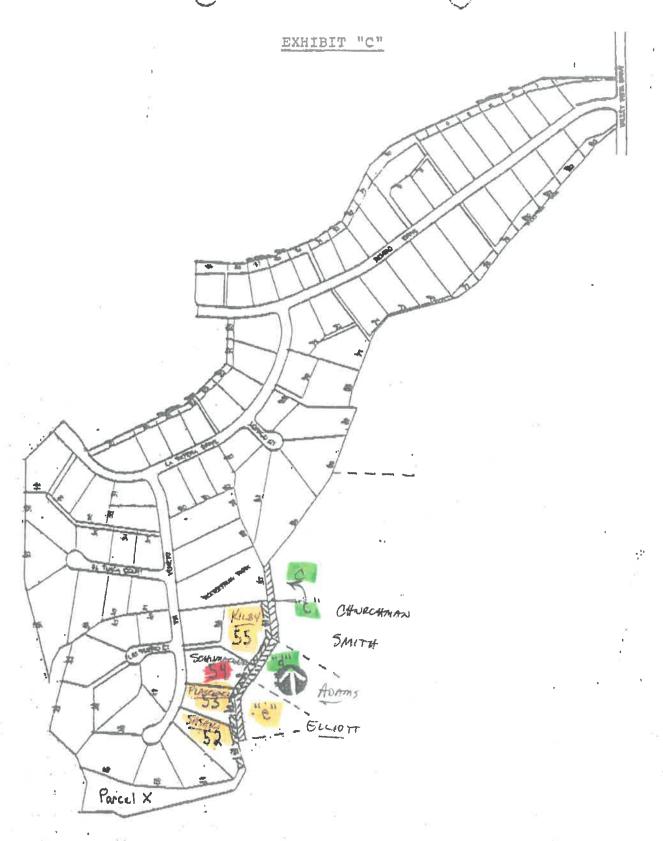
Page 1 of 2.

EXHIBIT "B" Affected Lots/Present Owners

STRIP 4:

Lot 64: George and Cheri Burk
Lot 65: Dennis and Susan Reynolds
Lot 66: Robert & Catherine MacAlister
Lot 67: Zoltan & Sarota Dala
Parcel "a": Stan Pajka
Parcel "b": Mr. Garcia

Parcel "c": Mr. Glen Churchman



Page 1 of 2

EXHIBIT "C" Affected Lots/Present Owners

STRIP 5:

Lot 52: Henry Y. and Betty M. Sasaki Lot 53: Salvador and Soledad Plascencia Lot 54: David G. and Karen J. Schumaker

Lot 55: Billy and Wilma Kilby Parcel "c": Glenn Churchman

Parcel "d": Gordon Craig Adams and Tracey W. Adams, Co-Trustees of the Adams Family 1989 Revocable Truste dated January 27, 1990

Parcel "e": Rose Marie Elliott

Breel "F" SMITH

RECORDING REQUESTED BY CONTINENTAL LAWYERS TITLE, by Recording Requested By And When Recorded Mail To:

Pleasant Valley Recreation and Park District 1605 East Burnley Street Camarillo, California 93010

35

93-051407

Rec Fee

.00

Recorded ;
Official Records :
County of ;
Ventura :
Richard D, Dean ;
Recorder :
8:00am 24-Mar-93 ;

VCOA EE 3

LICENCE AGREEMENT

GRANT OF LICENSE FOR EQUESTRIAN RECREATIONAL TRAILS

For a valuable consideration, receipt of which is hereby acknowledged, the LAS POSAS HILLS OWNERS ASSOCIATION, a California non-profit corporation, hereinafter referred to as "Las Posas", hereby grants to the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as "Park District" an irrevocable license to use the real property hereinafter described For public equestrian recreational trail purposes in accordance with the terms of this instrument for a period of thereafter for successive increments of this instrument, and unless and until either Las Posas or Park District records a Termination of this License and gives written notice of that

The real property which is the subject of this instrument and over which the Park District shall have rights pursuant to this instrument is located within Tract No. 2706 in the County of Ventura, State of California, as per map recorded in Book 84 at Recorder of said Ventura County. The specific portions of said Park 2706 over which the Park District shall have rights pursuant to this instrument shall consist of those portions of said Tract 2706 over which Las Posas has easement rights which through 36, Lot 5 through 7, Lots 20 through 27, Lot 29, Lots 33 through 36, Lot 58, Lot 59, Lot 62, Lot 69, Lot 71, and Lots 74 the Park District pursuant to this instrument shall generally consist of a strip of land 12 feet in width located on the portion of said easements which has historically been used for trail purposes, together with such other portions of the easement trails.

Las Posas grants to the Park District the right to use the real property described above for public equestrian recreational trail numbers of the public to use said trails for right to permit similar equine animals. The rights granted to the Park District the easement areas owned by Las Posas for the driving of motor vehicles of any type, including, but not limited to motor bikes, that the Park District and Las Posas shall have the right to maintenance vehicles onto the property for use in their maintenance of the trails as hereinafter provided.

Although it is anticipated that Las Posas shall maintain the easement areas and the trail system, Las Posas grants to the Park

District the right to perform such maintenance as the Park District deems necessary to maintain the trail system in a safe and easily usable condition, including, but not limited to, the right to remove brush, branches, trash, and debris from the trails and the right to repair erosion and rodent damage to the trails.

Las Posas further grants to the Park District the right to establish reasonable ordinances, rules, and regulations to govern the conduct of persons and entities using the trail system provided for in this instrument pursuant to the rights granted to the Park District by this instrument. Further, Las Posas grants to the Park District the right to enforce those ordinances, rules, and regulations on the real property on which Las Posas holds easements.

In Witness Whereof, the Las Posas Hills Owners Association has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its president and secretary thereunto, duly authorized.

Dated: February 28 198

LAS POSAS HILLS OWNERS ASSOCIATION, A CALIFORNIA NON-PROFIT CORPORATION

By President

By Secretary S St. MALCON

STATE OF CALIFORNIA) SE

1

on Francis 28 1991, before me the undersigned, a Notary Public in and for said State, personally 3 personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as president, and Janis & Shericken
personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official meal.

Signature State of California
My commission expires

This document filed for record by Continental Lawyers Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title,





RESOLUTION ACCEPTING GRANT OF LICENSE FOR EQUESTRIAN RECREATIONAL TRAILS FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

Ą

3

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system The Las Posas Hills Owners Association, a California non-front corporation, has executed and delivered to the District a February 28, 1992, granting to the District a license to use portions of Tract No. 2706, and said Grant of License has been reviewed by Legal Counsel and District Staff and found to be in

NOW THEREFORE, BE IT RESOLVED that the Grant of License For Equestrian Recreational Trails presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Corporation, granting to the District a license to use portions of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of License, dated February 28, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 108 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on Harch 14 , 1993. This Certification is given on Harch 15 , 1993 at Camarillo, Ventura County, California.

Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81
When Recorded Mail To:

Pleasant Valley Recreation and Park District 1605 East Burnley Camarillo, CA 93010

4925941

152-0-101-085

93-047666

Rec Fee

A.R.

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder

8:00am 17-Mar-93 ;

VCOA

FF

GRANT OF EASEMENT

574

(No Documentary Transfer Tax is due as the easement has no apparent value. No other consideration was received by any party.)

1. As a charitable contribution to a governmental entity, STANLEY J. PAJKA and ELIZABETH PAJKA (hereinafter collectively referred to as "Grantor") hereby grants to the Pleasant Valley Recreation and Park District (the "Park District") for thirty (30) years following the date of the recordation of this instrument, at which time this easement will automatically expire, an easement over the real property described as:

That portion of Lot 1 of Tract No. 1515-1 in the County of Ventura, State of California as shown on a map recorded in Book 43, Page 78 of Miscellaneous Records (Maps) in the Office of the County Recorder of said County described as follows:

BEGINNING at the most westerly corner of said Lot 1; thence along the southerly line of said Lot 1

lst: South 67°13'42" East, 52.31 feet; thence leaving said southerly line

2nd: North 6°47'06" West, 20.78 feet; thence

3rd: North 11°13'51" East, 33.08 feet; thence

4th: North 1º16'18" East, 12.05 feet; thence

5th: North 34°17'53" West, 20.03 feet to the westerly line of said Lot 1; thence along said westerly line

6th: South 33°50'46" West, 73.97 feet to the point of beginning.

- 2. The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena.
- 3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.
- 5. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.

Ventura County, California.

Celerolex

"Grantor"

STATE OF CALIFORNIA

COUNTY OF VENTURA

Ą

On February 5, 1993 before me, Linda R. Root, personally appeared Stanley J. Pajka and Elizabeth Pajka personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature

mels R. Lost

LINDA R. ROOT
COMM. #966740
Notary Public-Callfornia
VENTURA COUNTY
My Commission Expires
July 1, 1996

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Ralease has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Stanley J. Pajka and Elizabeth Pajka have executed and delivered to the District a Grant of Easement, dated February 5, No. 1 of Tract No. 1515-1, and said Grant of Easement has been proper form;

3

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Stanley J. Pajka and Elizabeth Pajka conveying to the District an easement over a portion of Lot 1 of Tract No. 1515-1 in the County of Vantura, State of California, be, and the same is, hereby accepted, and that said Grant of Easement, dated February 5, 1993, be recorded in the Official Records of Ventura County.

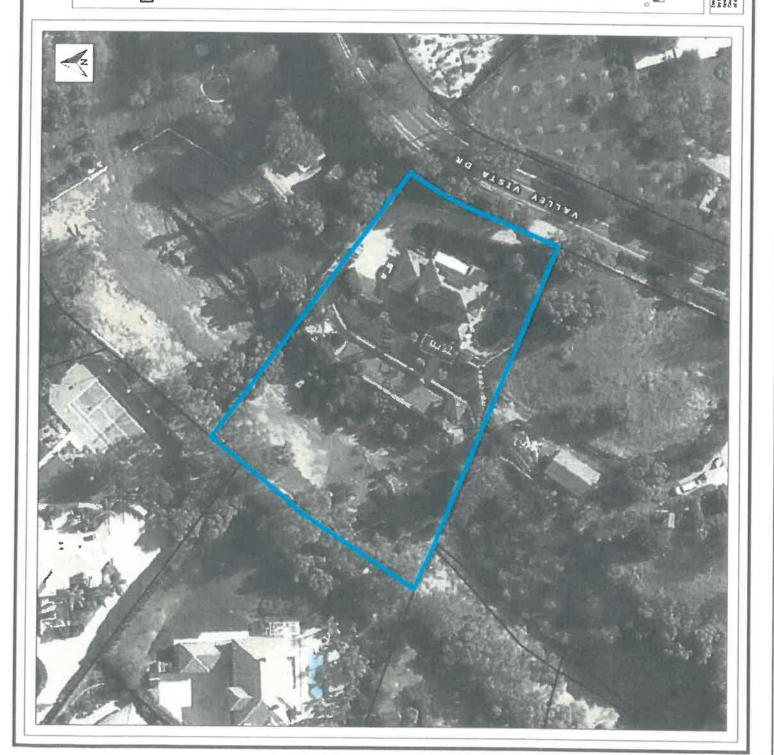
Clerk of the Board of Directors Pleasant Valley Recreation and Park District

County View

Pajka Lot "A" Legend

Streets 1:6000 Parcels

94.04



RECORDING REQUESTED BY CONTINENTAL LAWYERS TITLE-81

When Recorded Mail To:

Pleasant Valley Recreation and Park District 1605 East Burnley Camarillo, CA 93010

4925940 152-0-101-035 93-047665

: Rec Fee

.00

Recorded
Official Records
County of
Ventura
Richard D. Dean

Recorder : 8:00am 17-Mar-93 :

VCOA FF 6

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement has no apparent value. No other consideration was received by any party.)

1. As a charitable contribution to a governmental entity, ROGERIO GARCIA and VICTORIA GARCIA (hereinafter collectively referred to as "Grantor") hereby grants to the Pleasant Valley Recreation and Park District (the "Park District") for thirty (30) years following the date of the recordation of this instrument, at which time this easement will automatically expire, an easement over the real property described as:

(SEE EXHIBIT "A" ATTACHED TO THIS GRANT OF EASEMENT FOR LEGAL DESCRIPTION.)

2. The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena.

- 3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.
- 5. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.

Ventura County, California.

ROGERIO GARCIA

VICTORIA GARCTA

"Grantor"

EXHIBIT A

Those portions of Lot 4 of Rancho Las Posas Estates Unit No. 3, in the County of Ventura, State of California, as shown on a Map recorded in book 19, page 65 of Miscellaneous Records (Maps), in the office of the County Recorder of said County, described as follows:

PARCEL A:

Beginning at the most Westerly corner of said Lot 4; thence along the Southwesterly line of said Lot 4,

lst: South 68° 32' 58" East, 14.43 feet; thence, leaving said Southwesterly line

2nd: North 55° 18' 48" East, 18' 26 feet; thence,

3rd: North 47° 23' 02" East, 11.81 feet; thence,

4th: North 39° 54' 31" East, 28.71 feet; thence,

5th: North 41° 59' 32" East, 55.65 feet; thence,

6th: North 45° 50' 18" East, 25.97 feet; thence,

7th: North 32° 46' 05" East, 96.55 feet to the Northwesterly line of said Lot 4; thence along said Northwesterly line the following two courses,

8th: South 39° 29' 09" West, 180.57 feet; thence,

9th: South 53° 38' 07" West, 60.00 feet to the Point of Beginning.

EXCEPTING the interest in said land excepted in the Deed from Janss Investment Corporation, a Corporation, recorded April 20, 1953, as Document No. 9093, in book 1129, page 100 of Official Records, as follows:

"EXCEPTING AND RESERVING to the Grantor, its Successors and Assigns, an undivided one-half interest in and to all the oil, gas and hydrocarbon substances in, or underlying the real property above described - provided however, the Grantor shall not have the surface right of entry to extract such minerals."

Order No.: 4925940

EXHIBIT A CONTINUED

RESERVING unto Kenneth H. Hess and Eleanor G. Hess, one-fourth interest in and to all the oil, gas and hydrocarbon substances in, or underlying said land, provided however, Kenneth H. Hess and Eleanor G. Hess shall not have the surface right of entry to extract such minerals; such reservation to continue until such time as the Oil and Gas Lease dated April 30, 1953, and recorded July 6, 1953, as Document No. 15810 in book 1143, page 270 of Official Records, shall have expired and terminated at which time sold, Kenneth H. Hess and Eleanor G. Hess agree to quitclaim the said interest to the Grantee herein.

PARCEL B:

Beginning at the most Northerly corner of said Lot 4; thence along the Northeasterly line of said Lot 4,

lst: South 67° 13' 42" East, 8.57 feet; thence, leaving said Northeasterly line,

2nd: South 43° 10' 21" West, 30.35 feet; thence,

3rd: South 48° 46' 45" West, 37.17 feet to the Northwesterly line of said Lot 4; thence along said Northwesterly line,

4th: North 40° 40' 07" East, 64.38 feet to the Point of Beginning.

EXCEPTING the interest in said land excepted in the Dead from Janss Investment Corporation, a Corporation, recorded April 20, 1953, as Document No. 9093, in book 1129, page 100 of Official Records, as follows:

"EXCEPTING AND RESERVING to the Grantor, its Successors and Assigns, an undivided one-half interest in and to all the oil, gas and hydrocarbon substances in, or underlying the real property above described - provided however, the Grantor shall not have the surface right of entry to extract such minerals."

RESERVING unto Kenneth H. Hess and Eleanor G. Hess, one-fourth interest in and to all the oil, gas and hydrocarbon substances in, or underlying said land, provided however, Kenneth H. Hess and Eleanor G. Hess shall not have the surface right of entry to extract such minerals; such reservation to continue until such time as the Oil and Gas Lease dated April 30, 1953, and recorded July 6, 1953, as Document No. 15810 in book 1143, page 270 of Official Records, shall have expired and terminated at which time sold, Kenneth H. Hess and Eleanor G. Hess agree to quitclaim the said interest to the Grantee herein.

PLEASANT VALLEY RECREATION AND PARK DISTRICT RESOLUTION NO. 299

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of assements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Rogerio Garcia and Victoria Garcia have executed and delivered to the District a Grant of Easement, dated February 5, No. 4 of Rancho Las Posas Estates Unit No. 3, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

31

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Rogerio Garcia and Victoria Garcia conveying to the District an easement over a portion of Lot 4 of Rancho Las Posas Estates Unit No. 3 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of Easement, dated February 5, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 299 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on Harch 16 (1993). This Certification is given on Harch 15 (1993) at Camarillo, Ventura County, California.

Clerk of the Board of Directors Pleasant Valley Recreation and Park District

17/62

County View

Garcia Lot "B" Legend

Streets 1:6000 Parcels

94.00

1: 1,128



Recorded Official Records County of Ventura Richard D. Dean Recorder 8:00am 22-Mar-93 ;

93-050157

VCDA - GG

. Di

RECORDING REQUESTED BY CONTINENTAL LAWYERS TITLE-81

MEEN RECORDED MAIL TO: . PLEASANT VALLEY RECREATION AND PARK DISTRICT 1605 EAST BURNLEY ST. CAMARILLO, CA., 93010

ð.

NO TRANSFER TAX DUE AS EASEN EAS NO APPARENT VALUE. NO CONSIDERATION RECIEVED. 7.2 politi

Rec Fee A.R.

GRANT OF EASEMENT

CONTINENTAL LAWYERS TITLE COM.

This agreement made this // day of March, 1993, by and between Irma Skudris, Trustee of the Irma Skudris Trust Dated August 31, 1987, as grantor, (hereinafter referred to as "Skudris"), and the Pleasant Valley Recreation and Park District, a governmental entity (hereinafter referred to as "Park District"), as grantee. 4,

RECITALS

- Skudris owns Lot] of Rancho Las Posas Estates No. 3 as per Map recorded in Book 19, Page 65 of Maps, in the Office of the County Recorder of Ventura County, California ("Lot 3"). Lot 3 is within the corporate limits of the City of Camarillo,
- Park District owns an equestrian facility described as Lot 57 of Tract 2706 and desires to complete an equestrian trail system for off-street access by the public to the facility. To do so requires access over portions of various properties owned by other persons, including a portion over Lot 1 adjacent to and including portions of a natural barranca along the westerly property line of Lot 3. The Easement created hereby is an essential part of that system.
- Lot 3 is a part of a conditionally approved Tentative Parcel Map denominated LD-328, which will expire June 5, 1993, unless renewed, pursuant to Resolution No. PC 92-17 of the Camarillo City Planning Commission. Condition No. 96 of Tentative Parcel Map LD-328 requires that "... a ten-foot wide equestrian trail shall be designated in the barranca on the westerly property line and an easement will be offered to the Pleasant Valley Recreation and Park District".
- Skudris and Park District desire to cooperate with each other and the developer of Lot 3 to accommodate the development and use of the proposed trail, as well as future development

NOW, THEREFORE, it is agreed as follows:

- Grant of Pasement. Skudris hereby grants to Park District a non-exclusive easement for public equestrian trail purposes on and over the Westerly 10 feet of Lot 3 in, along or adjacent to the barranca area (the "Easement"). The equestrian trail shall connect to existing trails at both ends of Lot 3 to provide a continuous route to and from the Park District's equestrian facility and connecting to Valley Vista Drive to the north and Avocado Place to the south. Further:
- The Park District is granted the incidental and additional right to use the Easement by foot, horse, or motorized

vehicle to repair, maintain and otherwise care for the trail and the Easement.

- b) The Park District may permit the trail to be used by the general public for equestrian uses, subject to its right to establish rules and regulations for the peaceful and orderly use of its entire trail system, including that part the subject of this Agreement.
- c) If Skudris determines during development of Lot 3 that the location of the Easement under this Agreement is inconsistent with proper development, the location of the Easement may be relocated on Lot 3 to a new location agreeable to the Park District and Skudris. In such circumstances, the Park District will not unreasonably refuse to accept a new location proposed by Skudris, provided that it substantially maintains the integrity of the trail system and that the change does not impose a materially greater financial burden for the Park District.
- 2. Non-Exclusive Easement. The Easement is not exclusive; Skudris retains the right to use or assign the Servient Tenement in any manner which is not inconsistent with the granted Easement. Furthermore, the Easement shall be subject to any other non-conflicting easements over, on or under the same portion of the Servient Tenement previously granted.
- Park District's Duties. Skudris intends to develop her property for residential purposes. Development may require, among other things, additional grading and construction of retaining walls inconsistent with contemporaneous use of the Easement. This Agreement is therefore specifically premised on the Park District's agreement that the Easement rights in its favor notice of the commencement of such work by Skudris (or her agent) deems necessary to protect her interests and those of possible

On notice of suspension, the Park District shall take all reasonable and proper steps to cause the trail to be blocked so that it is no longer used by the public or otherwise and will not return the trail to public use until being advised in writing by skudris that the work has been completed. It is agreed that this provision is specifically negotiated for the purpose of giving skudris assurances and comfort that construction work to develop her property will not be impeded or impaired, nor will risks be created for others, by the rights created hereunder in favor of the Park District. The Park District will cooperate in reasonable and appropriate ways to achieve that same end, giving substantial deference to the needs of Skudris with the understanding expeditious manner to minimize closure. The parties contemplate

that the trail will not be closed for more than 120 days in any event.

4. Improvements to and Maintenance of Easement. Park District will, at its own expense, maintain the Easement generally consistent with the balance of its trail system in that general area (the barranca), giving due consideration to its topography and character. In doing so, Park District will also satisfy any maintenance requirements imposed or established by any government agency in connection with the Easement.

Skudris or her assignees or successors in said interest, reserves the right to approve in advance any major reconstruction of the Easement area. Said approval shall not be unreasonably withheld. Park District shall not unreasonably interfere with the right of Skudris to the free access to her property, including the right to extend utilities thereto under, over or across the Easement as may be necessary.

- 5. Hold Harmless Covenant. Park District agrees to and does hereby hold Skudris harmless from any and all claims made by the Park District and guests, invitees, or any other persons using the Easement under color of Park District's rights created by this Agreement, for any injury suffered during said use because of the condition, maintenance, or design of the said equestrian trail or Easement.
- 6. <u>Liability Provision</u>. Park District is presently selfinsured through its membership in a Joint Powers Agreement made
 with certain other governmental entities which provides protection from monetary liability for risks such as trail systems
 discussed herein. Park District shall continue such membership
 or acquire other liability coverage throughout the life of this
 Agreement. The Easement is conditioned upon the continuance of
 the Park District's membership in a joint power's agreement or
 acquiring alternative insurance policies as the Park District may
 elect. If protection is not reinstated following any lapse and
 Skudris' 10 days written demand, this Agreement and any rights
 thereunder shall, at Skudris' option, be permanently terminated.
- 7. Taxes and Other Costs. Park District shall be and remain responsible for any additional taxes, assessments or other costs imposed by any governmental agency as a result of, on or in regard to the Easement herein granted.
- 8. Termination. If Park District voluntarily terminates the described trail system, or the system is otherwise substantially terminated because of the lapse of the License Agreement made with the Las Posas Hills Owners' Association, reversion of underlying fee interests in other properties over which the system is constructed, or for any other reason whether or not within control of Park District, this Easement shall likewise

- 9. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any representations or modifications concerning this instrument shall be of no force and effect, unless made by a subsequent written modification signed by the party to be charged.
- 10. <u>Notices</u>. Any notices to be given to any party shall be given by personal service or by United States Mail, return receipt requested, and shall be deemed to have been given when deposited in the United States Post Office or any Post Office receptacle, postage pre-paid and properly addressed as follows:

If to Skudris:

Ms. Irma Skudris 97 Calle Escalon Camarillo, California 93010

and

Glenn E. Churchman, Esq. 340 Rosewood Avenue, Suite A Camarillo, California 93010

If to Park District:

General Manager Pleasant Valley Recreation and Park District 1605 East Burnley Camarillo, California 93010

11. <u>Binding Effect</u>. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

GRANTOR:

IRMA SKUDRIS TRUST

IRMA SKUDRIS, Trustee

-4-

GRANTEE:

PLEASANT VALLEY RECREATION AND PARK DISTRICT

Chairman, Board of Directors

APPROVED AS TO FORM:

By Som K. ander

General Counsel, PLEASANT VALLEY RECREATION AND PARK DISTRICT

APPROVED AS TO FORM AND SUBSTANCE

Glenn E. Churchman

Attorney and Developer for

SKUDRIS

STATE OF CALIFORNIA)
COUNTY OF VENTURA

On March !!, 1993, before me, a notary public, personally appeared Irma Skudris, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)



OFFICIAL SEAL
YVONNE ELLIS
NOTARY PUBLIC - CAUFORNIA
VENTURA COUNTY
My comm. expires APR 22, 1994

STATE OF CALIFORNIA COUNTY OF VENTURA

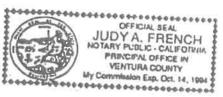
On March , 1993, before me, a notary public, personally appeared <u>GARY S. GASERINO</u>, on behalf of Pleasant Valley Recreation and Park District, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person edged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted,

WITNESS my hand and official seal.

Notary Publ

OFFICIAL BEAL
JUDY A. FRENCH
NOTARY PUBLIC: CAL POWNIA
PRINCIPAL OFFICE IN
VENTURA COUNTY
My CONTRIBUCE BL. OS. N., 1588

m23764m wp\mwc (Seal)



PLEASANT VALLEY RECREATION AND PARK DISTRICT RESOLUTION NO. 307

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages office of the County Recorder of Ventura County", and said equestrian center for residents of the District as a public

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Irms Skudris, Trustee of the Irms Skudris Trust dated August 31, 1987, has executed and delivered to the District an Agreement entitled "Grant of Easement", granting to the District an an easement over portions of Lot No. 3 of Rancho Las Posas Estates No. 3, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

3

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Irma Skudris, Trustee of the Irma Skudris Trust dated August 31, 1987, granting to the District an easement over portions of Lot 3 of Rancho Las Posas Estates No. 3 is, hereby accepted, that the Chairman of the Board of Directors of the District be authorized and directed to execute same on behalf of the District, and that said Grant of Easement be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Diractors of the Pleasant Valley Recreation and Park District, Camarillo, full, true and correct copy of Resolution No. 307 approved by the Pleasant Valley Recreation and Park District Board of Certification is given on Harch 14 (1993). This Ventura County, California.

Clark of the Board of Directors Pleasant Valley Recreation and Park District

188.08

Reynolds-Churchman-Skudris Lots 65"C"

Streets 1:6000 Parcels

RECORDING REQUESTED BY CONTINENTAL LAWYERS TITLE-81 When Recorded Mail To:

Pleasant Valley Recreation and Park District 1605 East Burnley Camarillo, CA 93010

4925939

SMITH CHURCHMAN

93-047664

Rec Fee

.00

Recorded
Official Records
County of
Ventura
Richard D. Dean

Recorder 8:00am 17-Mar-93

VCOA

FF 5

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement has no apparent value. No other consideration was received by any party.)

1. As a charitable contribution to a governmental entity, CHRISTOPHER SMITH and ELLEN F. SMITH, as Trustee of the Smith Family Trust dated June 2, 1983 (hereinafter collectively referred to as "Grantor") hereby grants to the Pleasant Valley Recreation and Park District (the "Park District") for thirty (30) years following the date of the recordation of this instrument, at which time this easement will automatically expire, an easement over the real property described as:

That portion of Lot 3 of Tract No. 3277 in the County of Ventura, State of California as shown on a map recorded in book 88, pages 22 and 23 of miscellaneous records (maps) in the office of the county recorder of said county described as follows:

Beginning at the most westerly corner of said Lot 3, at the northwesterly terminus of that line shown—on said map as having a bearing and distance of north 31°30'02" west, 233.48 feet; thence along said line

1st: South 31°30'06" east, 12.66 feet; thence leaving said line

2nd: North 38°48'37" east, 15.18 feet; thence

3rd: North 5°31'37" east, 37.49 feet; thence

4th: North 4°08'53" west, 48.92 feet to a point in the westerly line of said Lot 3; thence along said westerly line

5th: South 10°32'03" west, 88.64 feet to the point of beginning

- 2. The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena.
- 3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.
- 5. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.

Ventura County, California.

CHRISTOPHER SMITH, Trustee

ELLEN F. SMITH, Trustee

"Grantor"

STATE OF CALIFORNIA
COUNTY OF VENTURA

On Choper to , 1992, before me, personally appeared CHRISTOPHER SMITH and ELLEN F SMITH, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons executed the instrument.

WITNESS my hand and official seal.

Notary Public — California VENTURA COUNTY
My Comm. Expires AUG 11,1996

Dephine Ceeffore Notary Public

C25660

PLEASANT VALLEY RECREATION AND PARK DISTRICT RESOLUTION NO. ____306

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages of through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of Galifornia for the County of Ventura under Case No. and from said equestrian center; and

3

3

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

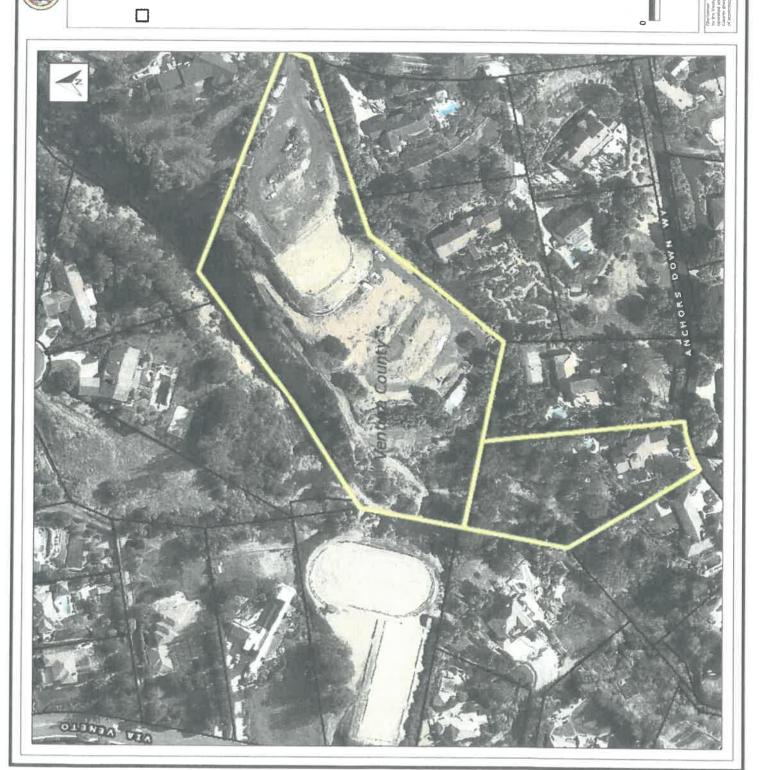
WHEREAS, in order to provide part of that public equestrian trail system Christopher Deane Smith and Ellen F. Smith, husband and Wife as joint tenants, have executed and delivered to the District a Grant of Easement, dated November 13, 1992, conveying to the District an easement over a portion of Lot No. 3 of Tract No. 3277, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Christopher Deane Smith and Ellen District an easement over a portion of Lot 3 of Tract No. 3277 in hereby accepted, and that said Grant of Easement, dated November 13, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 106 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on Harch 14 (1993). This Ventura County, California.

Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

Distance Feet



RECORDING REQUESTED BY CONTINENTAL LAWYERS TITLE-81

When Recorded Mail To:

Pleasant Valley Recreation and Park District 1605 East Burnley Camarillo, CA 93010

4925945

1 Rec Fee 93-047670

A.R.

.00

Recorded Official Records County of Ventura Richard D. Dean

Recorder 8:00am 17-Mar-93 :

VCOA

FF

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement has no apparent value. No other consideration was received by any party.)

As a charitable contribution to a governmental entity, GORDON CRAIG ADAMS and TRACY W. ADAMS, Co-Trustees of the Adams Family 1989 Revocable Trust dated January 26, 1990 (hereinafter collectively referred to as "Grantor") hereby grants to the Pleasant Valley Recreation and Park District (the "Park District") for thirty (30) years following the date of the recordation of this instrument, at which time this easement will automatically expire, an easement over the real property described as:

That portion of Lot 2 of Tract No. 3277 in the County of Ventura, State of California as shown on a map recorded in book 88, pages 22 and 23 of miscellaneous records (maps) in the office of the county recorder of said county described as follows:

Beginning at the most westerly corner of said Lot 2, at the northwesterly terminus of that line shown on said map as having a bearing and distance of north 41°31'27" west, 207.61 feet; thence along said line

South 41°31'40" east, 17.26 feet; thence leaving said line

2nd: North 42°42'41" east, 30.47 feet; thence

North 51°48'21" east, 30.61 feet; thence

32/62

120-120-120

4th: North 50°51'36" east, 126.69 feet; thence

5th: North 38°48'37" east, 29.67 feet to a point in the northeasterly line of said Lot 2 distant along said northeasterly line 12.66 feet from the most northerly corner of said Lot 2; thence along said northeasterly line

6th: North 31°30'06" west, 12.66 feet to said most northerly corner of said Lot 2; thence along the north-westerly boundary of said Lot 2 the following two courses

7th: South 51°55'47" west, 57.95 feet; thence 8th: South 48°35'09" west, 161.06 feet to the point of beginning.

- 2. The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena.
- 3. The Easement granted herein is of public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.
- 5. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.

Ventura County, California.

The Adams Lowning 1989 Restricted of Gordon CRAIG ADAMS, Co-Trustee

TRACY W. ADAMS, Co-Trustee

"Grantor"

STATE OF CALIFORNIA COUNTY OF VENTURA

On December 11, 1992, 1992, before me, personally appeared GORDON CRAIG ADAMS and TRACY W. ADAMS, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons executed the instrument.

WITNESS my hand and official seal.

OFFICIAL NOTARY SEAL DIANA J. SLAGOWSKI Notary Public — California VENTURIA COUNTY My Comm. Expiras JUN 16,1995

Notary Public

C25668

34/62

PLEASANT VALLEY RECREATION AND PARK DISTRICT RESOLUTION NO. 296

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. and from said equestrian center; and

WHEREAS, a Settlement Agraement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of assements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Gordon Craig Adams and Tracy W. Adams, Co-Trustees of the Adams Family 1989 Revocable Trust dated January 26, 1990, have executed and delivered to the District a Grant of Easement, dated December 11, 1992, conveying to the District an easement over a portion of Lot No. 2 of Tract No. 3277, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

7

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Gordon Craig Adams and Tracy W. Adams, Co-Trustees of the Adams Family 1989 Revocable Trust dated January 26, 1990, conveying to the District an easement over a portion of Lot 2 of Tract No. 3277 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of Easement, dated December 11, 1992, be racorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 296 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on Harch 14 (1993). This Certification is given on Harch 15 (1993) at Camarillo, Ventura County, California.

Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

Streets 1:6000 Parcels

94.04

 Escrow No. · Loan No.

> WHEN RECORDED MAIL TO: Pleasant Valley Recreation

and Park District 1605 East Burnley Camarillo, CA 93010 93-047668

Rec Fee A.R.

2

Recorded Official Records County of Ventura Richard D. Dean Recorder

8:00am 17-Mar-93 :

FF VCDA

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

Pleasant Valley Recreation and Park District . 1605 East Burnley 7 Camarillo, CA 93010

DOCUMENTARY TRANSFER TAX 5 -0-

...... Computed on the consideration or value of property conveyed: OR

..... Computed on the consideration or value less liens or encurrorances

remaining at time of sale.

4925943 152-0-140-415

GRANT DEED

NO DOCUMENTARY TRANSFER TEX IS QUE AS easement has no apparent value. No othconsideration received by any party.

WENDWINDLE YOO NOTHER ADDITIONAL WARRANT OF THE PROPERTY OF TH AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY, RICHARD A. ELLIOTT AND ROSE M. ELLIOTT, HUSBAND AND WIFE AS JOINT TENANTS

hereby GRANT(3) to Pisasant Valley Recreation and Park District

the real property in the City of __Camarillo, County of Ventura

State of California, described as

That portion of Lot 1 of Tract No. 3277 in the County of Ventura, State of California as shown on a map recorded in book 88, pages 22 and 23 of miscellaneous records (maps) in the office of the county recorder of said county described as follows:

Beginning at the most northerly corner of said Lot 1, at the northeasterly terminus of that line shown on said map as having a bearing and distance of north 48°35'22" mast, 130.33 feet; thence

5 lst: South 48°35'09" West, 111.94 feet; thence leaving said line

2nd: North 71°52'08" east, 58.76 feet; thence

3rd: North 42°42'41" east, 58.30 feet to a point in the northeasterly line of said Lot 1 distant along said northeasterly line 17.26 feet from the point of beginning; thence along said northeasterly line

, 4th: North 41°31'40" West, 17.26 feet to the point of beginning.

Dated Jan. 17 1993 STATE OF CALIFORNIA COUNTY OF VENTUES Jan. 1993 before me.

personally appeared Richard A Elliott Rose M. Elliott

personally lolowri to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose name(s) tulere subscribed to the wishin trutument and acknowledged to me that beautie/they executed the same

In blecker/their authorized capacity(see), and that by jestpy/their algresture(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

RICHARD A. copy ROSE M PELLIOTT Ellist

> CAROLE A MINKIN COMM #953517 Hotary Public California VENTURA COUNTY My comm. expires JAN 20,1996

> > (This area for official notatial seal)

PLEASANT VALLEY RECREATION AND PARK DISTRICT RESOLUTION NO. 298

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages of through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equastrian trail system which will permit equastrians to travel to the equastrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of assements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Les Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Richard A. Elliott and Rose M. Elliott, husband and wife as joint tenants, have executed and delivered to the District a Grant Dead, dated January 17, 1993, conveying to the District a portion of Lot No. 1 of Tract No. 3277, and said Grant Dead has been reviewed by Legal Counsel and District Staff and found to be

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Richard A. Elliott and Rose M. Elliott, husband and wife as joint tenants, conveying to the District a portion of Lot California, be, and the same is, hereby accepted, and that said Grant Deed, dated January 17, 1993, be recorded in the Official Records of Ventura County.

> Clerk of the Board of Directors Pleasant Valley Recreation and Park District

Streets 1:6000 Parcels

1: 1,128

ONSKEN PAR

Order No. Escrow No. Loan No.

WHEN RECORDED MAIL TO:

Pleasant Valley Recreation and Park District 1605 East Burnley Camarillo, CA 93010

... Warne warrens inte-81

93-047667

A.R.

VCDA

Recorded Official Records County of Ventura Richard D. Dean Recorder

8:00am 17-Mar-93 :

BOTALE ABUVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

NA

DOCUMENTARY TRANSFER TAX \$.....

..... Computed on the consideration or value of property conveyed; (..... Computed on the conejderation or value jess lient or encumbr.

remaining at time of pale.

4925942

Withinks my nend and official seal,

152-0-370-055

GRANT DEED

No Documentary Transfer Tax id di easement has no apparent value. No consideration was received by any ;

SOFT RANKEN ACTION SERVICE PROPERTY OF THE PRO A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY, HENRY Y. SMSAKI and BETTY W. SASAKI, Husband and Wife, hereby GRANT(S) to PLEASANT VALLEY RECREATION AND PARK DISTRICT

the real property in the City of Camarillo County of Ventura

State of California, described

The easterly 12.00 feet of Lot 52 of Tract No. 2706 in the County of Ventura, State of California as shown on a map recorded in book 84, pages 50 through 53 inclusive of miscellaneous records (maps) in the office of the county recorder of said county, measured along that portion of the easterly boundary of said Lot 52 shown on said map as having bearings of north 02040'02" east

The Westerly line of said easterly 12.00 feet to be prolonged or shortened so as to terminate in the northerly and southerly lines

If any part of the property interest conveyed to the park district herein ceases to be used for equestrian purposes, the park district shall, on request, reconvey such part or parts to grantors herein, or their successors if they have conveyed their original adjoining property from which the property interest was

Dated	Ham -
STATE OF CAUFORNIA COUNTY OF VERY LIFE	HENRY Y. SASAKI
On October 22 1996 before me,	Bitty 1. Jane.
DECOME HE CASAKI AND IN	BETTY H. SASAKI
personally known to me (or proved to me on the basis of satisfactory	190°
evicarios) to be the person(s) whose name(s) before subscribed to the whole	M. SEM
martinisms and acknowledged to me that buildenthan averaged the same	E AND LARETSKY
at Participation authorized capacity(les), and state the addition to the same	TAI TRIBLE
sure(s) on the instrument the person(s) or the entity upon behalf of which	- I Government
the person(s) acied, executed the instrument.	00000000000000000000000000000000000000

SAADO TA CTATTO AT STORE AND AND AND AND ADDRESS OF THE PARTY OF THE P

(This area for otheral moverner small

40/62

PLEASANT VALLEY RECREATION AND PARK DISTRICT RESOLUTION NO. 305

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages of through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

4

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Henry Y. Sasaki and Betty H. Sasaki, husband and wife, have executed and delivered to the District a Grant Deed, dated October 22, 1992, conveying to the District a portion of Lot No. 52 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Henry Y. Sasaki and Betty H. Sasaki, husband and wife, conveying to the District a portion of Lot 52 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated October 22, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 305 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on Harch 15 , 1993 at Camarillo, Ventura County, California.

Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

41/62



RECORDING REQUESTED BY ESCION No. CONTINENTAL LAWYERS TITLE-81 Loan No. 4925947

WHEN RECORDED MAIL TO:

Pleasant Valley Recreation and Park District 1605 East Burnly Camarillo, CA 93010

93-047672 : Rec Fee A.R. . 00 Recorded Official Records County of Ventura Richard D. Dean Recorder 8:00am 17-Mar-93 : VCOA

..... Computed on the consideration or value of property conveyed; OH

MAIL TAX STATEMENTS TO: Pleasant Valley Recreation and Park District, ' 1605 East Burnly .. Camarillo, CA 93010

Computer on the confideration or value less tens or encumbrances regraining at time of Jale FDROUSON, CASE, ORR, PATER & CURN

& CURN

From Name

Blaine J. Wanke

DOCUMENTARY TRANSFER TAX & -0-

152-0-370-045

GRANT DEED

FORTH VALUABLE-CONSIDERATION, TECSPI OF WARRIES HARBLY SCRICKING OFFI AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY,

SALVADOR PLASOENCIA and SOLEDAD PLASCENCIA, Husband and Wife, as Joint Tena hereby GRANT(S) to

PLEASANT VALLEY RECREATION AND PARK DISTRICT

the real property in the City of Camarillo County of Ventura

State of California, described as

& CUNNINGHA

The easterly 12.00 feet of Lot 53 of Tract No. 2706 in the County of Ventura, State of California as shown on a map recorded in book 84, pages 50 through 53 inclusive of miscellaneous records (maps) in the office of the county recorder of said county, measured along that portion of the easterly boundary of said Lot 53 shown on said map as having bearings of north 12°30'44" east and north 48°35'09" east.

The westerly line of said easterly 12.00 feet to be prolonged or shortened so as to terminate in the northerly and southerly lines of said Lot 53.

If any part of the property interest conveyed to the park district herein ceases to be used for equestrian purposes, the park district shall, on request, reconvey such part or parts to grantors herein, or their successors if they have conveyed their original adjoining property from which the property interest was taken.

Assessor's Parcel Number: 152-0-370-025

Also known as: 1926 Via Veneto Camarillo, CA 93010

This conveyance is a gift and is exempt pursuant to Ordinance 2585.

Dated Febuary 19 STATE OF CALIFORNIA Ventura Februry 19 , 1993 before me. Mario Maldonaclo, Untery Public personally appeared Salvador Placencia and Soledad Placencia personally known to me (or proved to me on the basis of satisfactory

evidence) to be the person(s) whose name(s) Mare subscribed to the within instrument and acknowledged to me that 3040000 they executed the same in hydrogritheir authorized capacity(es), and that by sapplifytheir signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument,

WITNESS my hand and official seel

Mario Maldona

Salvador Plascencia Plascenc

> Mario Maldonado Comm. #989048 VENTURA COUNTY

PLEASANT VALLEY RECREATION AND PARK DISTRICT RESOLUTION NO. 303

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages of through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public aquestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

1

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Salvador Plascencia and Soledad Plascencia, husband and wife as joint tenants; have executed and delivered to the District a Grant Deed, dated February 19, 1993, conveying to the District a portion of Lot No. 53 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

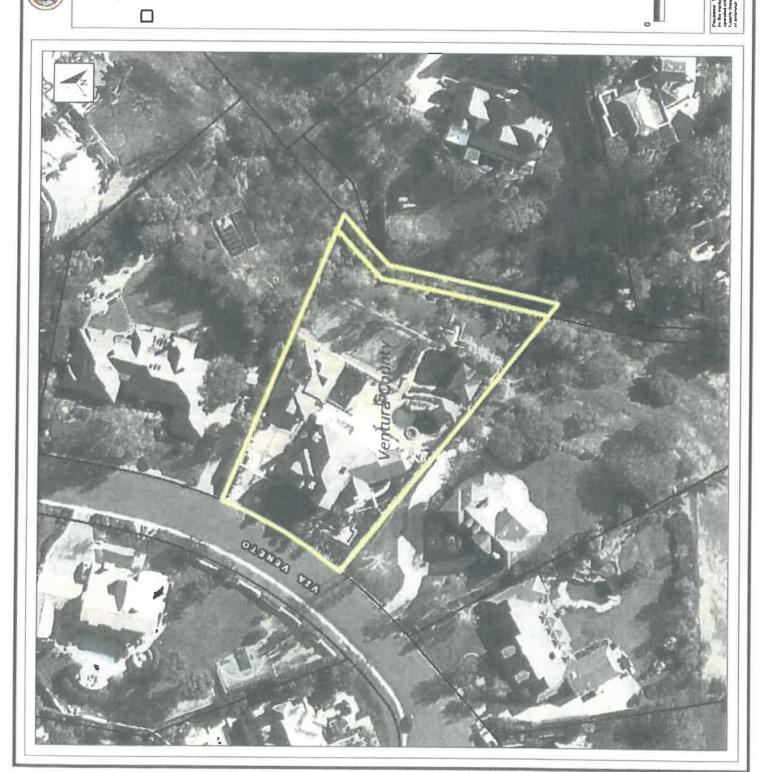
NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Salvador Plascencia and Soledad Plascencia, husband and wife as joint tenants, conveying to the District a portion of Lot 53 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated February 19, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do heraby certify that the above and foregoing is a full, true and correct copy of Resolution No. 303 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on Herch 14 , 1993. This Certification is given on Herch 15 , 1993 at Camarillo, Vantura County, California.

Clerk of the Board of Directors Pleasant Valley Recreation and Park District

44/62

94.04



RECORDING REQUESTED BY CONTINENTAL LAWYERS TITLE-81 When Recorded Mail To:

Pleasant Valley Recreation and Park District 1605 East Burnley Camarillo, CA 93050

4925944

93-047669

Recorded :
Official Records :
County of :
Ventura :
Richard D. Dean :
Recorder :
8:00am 17-Mar-93 :

Rec Fee
A.R. .00

VCOA FF 4

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement has no apparent value. No other consideration was received by any party.)

1. As a charitable contribution to a governmental entity, BILLY E. KILBY and WIMMA J. KILBY, Husband and Wife as Joint Tenants (hereinafter collectively referred to as "Grantor") hereby grant to the Pleasant Valley Recreation and Park District (the "Park District") for thirty (30) years following the date of the recordation of this instrument, at which time this easement will automatically expire, an easement over the real property described as:

That portion of Lot 55 of Tract No. 2706 in the County of Ventura, State of California, as shown on a map recorded in book 84, pages 50 through '53 inclusive of miscellaneous records (maps) in the office of the county recorder of said county described as follows:

Beginning at the northeast corner of said Lot 55; thence along the easterly line of said Lot 55

1st: South 10°32'03" west, 146.87 feet; thence leaving said easterly line

2nd: North 04°08'53" west, 80.57 feet; thence

3rd: North 19°56'38" east, 59.96 feet; thence

4th: North 06°42'03" east, 9.85 feet to a point in the northerly line of said Lot 55 distant thereon north 79°15'25" west, 11.41 feet from the northeast corner of said Lot 55; thence along said northerly line

5th: South 79°15'24" east, 11.41 feet to the point of beginning

- 2. The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena.
- 3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.
- 4. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.
- 5. If any part of the property interest conveyed to the park district herein ceases to be used for equestrian purposes, to grantors herein, or their successors if they have conveyed their original adjoining property from which the property interest was taken.

Executed on 14 JAN 1993 at CAMARILLD Ventura County, California.

Billy E. Kilby

Lma 3. Kilby

"Grantor"

STATE OF CALIFORNIA)
COUNTY OF VENTURA) ss.

on January 14 1993, before me, the undersigned notary public, personally appeared Billy E. Kilby and Wilma J. Kilby, personally known to me (or proved to me on the basis of subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entities upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

OFFICIAL NOTARY SEAL
CAROLE MARTIN
Notary Public — California
VENTURA COUNTY
My Comm. Expires MAR 10,1995

Notary Public in and for said County and State

W23297

PLEASANT VALLEY RECREATION AND PARK DISTRICT RESOLUTION NO. 300

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages of through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Billy E. Kilby and and Wilmard. Kilby, husband and wife as joint tenants, have executed and delivered to the District a Grant of Easement, dated January 14, 1993, conveying to the District an easement over a portion of Lot No. 55 of Tract No. 2706, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

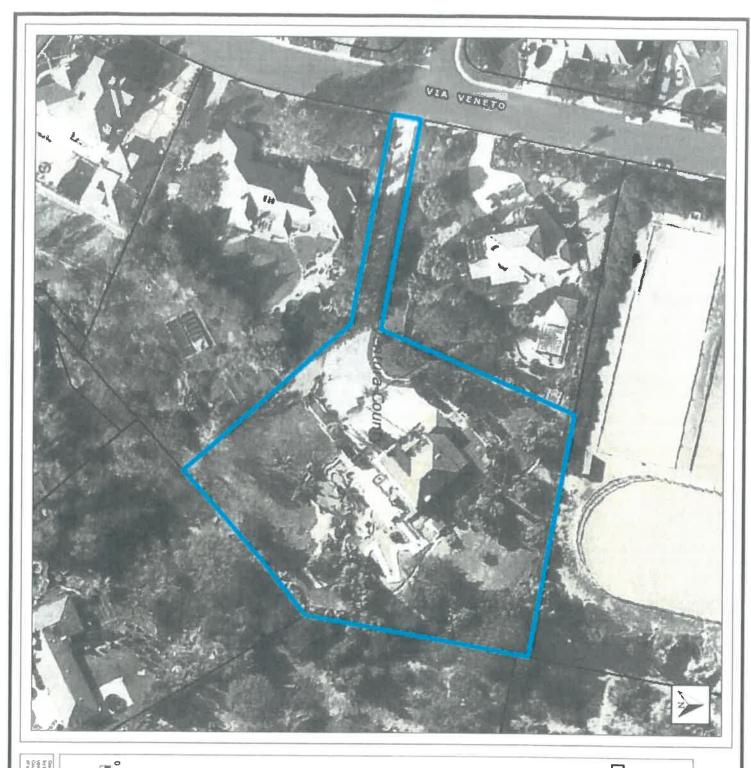
3

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Billy E. Kilby and Wilma J. District an easement over a joint tenants, conveying to the in the County of Ventura, State of California, be, and the same January 14, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 100 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on Herch 14 . 1993. This Certification is given on Harch 15 . 1993 at Camarillo, Ventura County, California.

Clerk of the Board of Directors Pleasant Valley Recreation and Park District

ldie



Streets
1:6000
Parcels Kilby Lot 55

Legend



County View

RECORDING REQUESTED BY CONTINENTAL LAWYERS TITLE-81

AND WHEN DEPOSITED RAME, THAT BOME AND GRALES STREETS SHOWN DELINE

Pleasant Valley Recreation and Park District 1605 East Burnley cara Camarillo, CA 93010

MARL TAX STATEMENTS TO

Name Pleasant Valley Recreation and Park District

1605 East Burnley

Cays Camarillo, CA 93010 # A

TITLE BEACH MR.

EXCAPIT NA

1

93-047674

Rec Fee A.R.

-00

Recorded Official Records County of

Ventura. Richard D. Dean

Recorder 8:00am 17-Mar-93 !

VCOA

SPACE ABOVE THIS LINE FOR RECORDER'S USE

4925949

GRANT DEED

152-0-352-045

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$ -0-

- O computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- □ city of

, AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged. AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY, DENNIS E. REYNOLDS and SUSAN K. REYNOLDS, Trustees of the Reynolds Trust under Declaration of Trust dated July 24, 1991,

hereby GRANT(s) to PLEASANT VALLEY RECREATION AND PARK DISTRICT

the following described real property in the City of Camarillo County of Vontura . State of California:

> SEE EXHIBIT "A" ATTACHED TO THIS GRANT DEED FOR LEGAL DESCRIPTION

No Documentary Transfer Tax is due as the easement has no apparent value. No other considieration was received by any party.

\$8.

STATE OF CALIFORNIA

COUNTY OF _Ventura On this____

__ day ot___ _ . In the year 19_ before me, the undersigned, a Notary Public in and for said State,

personally appeared DENNIS P REYNOLDS and SUSAN K REYNOLDS

. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person a whose name a are subscribed to the within

WITNESS my hand and official seal.

Signature STARY PUBLIC IN AND FOR EAST STATE

DENNIS E.

Reynolds 1991 Trust

SUSAN K. REYNOLDS,

Reynolds 1991 Trust

(This erise for official national seat)

REYNOLDS /

Trustee of the

Trustee of the

lumido

TRACT NO. 2706 - LOT 63
THOSE PORTIONS OF LOT 65 OF TRACT NO. 2706 IN THE COUNTY OF
VENTURA, STATE OF CALIFORNIA AS SHOWN ON A MAP RECORDED IN
BOOK 84, PAGES 50 THROUGH 53 INCLUSIVE OF MISCELLANEOUS
RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY DESCRIBED AS FOLLOWS:

PARCEL A:
BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 65; THENCE
ALONG THE SOUTHWESTERLY LINE OF SAID LOT 65

- 18T: NORTH 08+07'28" WEST, 113.79 FEET; THENCE AT RIGHT
- 200: NORTH 81°52'32" EAST, 26.23 FEET; THENCE PARALLEL TO SAID SOUTHWESTERLY LINE
- 3RD: SOUTH OB°07'28" EAST, 52.49 FEET; THENCE

4

- ATH: SOUTH 04-55'04" WEST, 56.86 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 65; THENCE ALONG SAID
- STH: SOUTH 58 03'47" WEST, 14.53 FEET TO THE POINT OF BEGINNING:

PARCEL B:

BEGINNING AT THE MOBT EASTERLY CORNER OF SAID LOT 65; THENCE
ALONG THE SOUTHEASTERLY LINE OF SAID LOT 65 THE FOLLOWING

- 18T: SOUTH 53°38'07' WEST, 107.27 FEET; THENCE
- 2ND: 60UTH 53-08'47" WEST, 109.09 FEET; THENCE
- 3RD: BOUTH 58°03'47" WEST, ,64.89 PEET; THENCE LEAVING SAID
- 4TH: NORTH 49-21'06" EAST, 43.12 FEET; THENCE
- 5TH: NORTH 56°36'46" EAST, 44.43 FEET; THENCE
- 6TH: NORTH 47°43'37" EAST, 61.66 FEET; THENCE
- 7TH: NORTH 53°32'44" EAST, 27.98 FEET; THENCE
- 8TH: NORTH 47°16'12" EAST, 22.98 FEET; THENCE
- 9TH: NORTH 36.43.37" EAST, 21.76 FEET; THENCE
- 10TH; NORTH 76°24'44" EAST, 36.03 FEET; THENCE
- 117H: NDRTH 59°35'04" EAST, 28.73 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 65 DISTANT ALONG SAID THE MOST EASTERLY LINE NORTH 18°16'58" WEST, 3.50 FEET FROM OF BEGINNING; THENCE ALONG SAID NORTHEASTERLY LINE
- 12TH: BOUTH 18°16'58" EAST, 3.50 FEET TO THE POINT OF



PLEASANT VALLEY RECREATION AND PARK DISTRICT RESOLUTION NO. __304_

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages of through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS; on April 7; 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. and from said equestrian center; and

4

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Dennis E. Reynolds and Suman K. Reynolds, Trustees of the Reynolds Trust under Declaration of Trust dated July 24, 1991, have executed and delivered to the District a Grant Deed, dated November 6, 1992, conveying to the District a portion of Lot No. 65 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Dennis E. Reynolds and Susan K. Reynolds, Trustees of the Raynolds Trust under Declaration of Trust dated July 24, 1991 conveying to the District a portion of Lot 65 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated November 6, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 304 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on Harch 14 , 1993. This Certification is given on Karch 15 , 1993 at Camarillo, Ventura County, California.

Clerk of the Board of Directors Pleasant Valley Recreation and Park District

County View

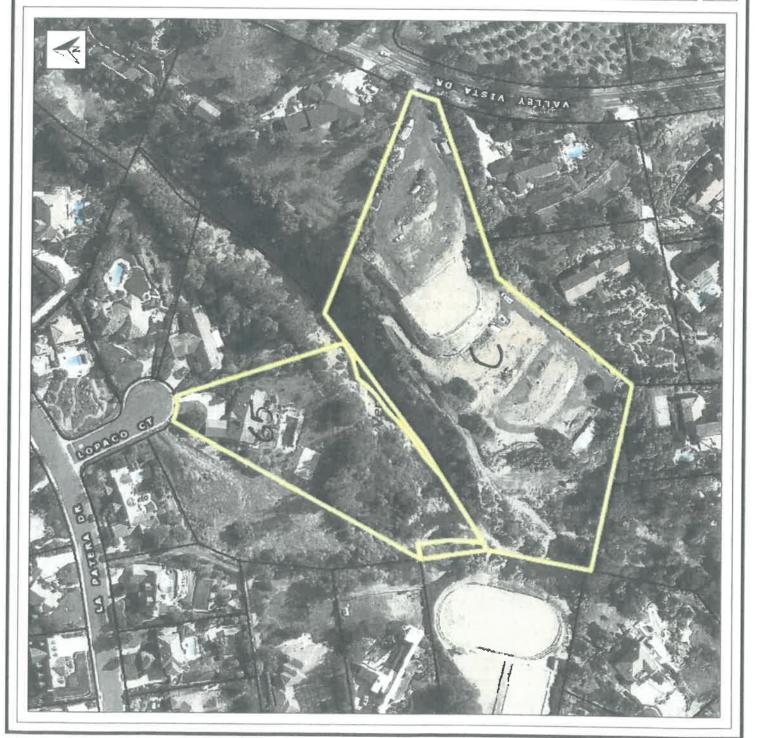
Reynolds-Churchman-Skudris Lots 65/°C"

Streets 1:6000 Parcels

188,08

Distance Feet

1: 2,257



MACALISTE "66"	AND WHEN RECORDED MAIL THIS DEED AND UNLESS OTHERWISE SHOWN BROWN MAIL TAX STATEMENTS TO: MANUE Pleasant Vailey Recre- smen ation and Park District ACOMES 1605 East Burnley CITY CAMARILLO, CA 93010	93-047673 : Rec Fee : A.R00 Recorded : Official Records : County of : Ventura : Richard D. Dean : Recorder : 8:00am 17-Mar-93 : VCOA FF 3
		SPACE ABOVE THIS LINE FOR RECORDER'S USE
	152 0 352 035 FIN X	Title Order No. 492 39 48 Excrow or Loan No.
	THE UNDERSIGNED GRANTOR(s) DECLARE(s) DOCUMENTARY TRANSER TAI Computed on full value of computed on full value of computed on full value.	V Is A
A ·	SOME AND A CHARITABLE CONTRIBUTION TO	CAMBONICANO EXPERIMENTAL CONTROL OF THE ROBERT INC. MACALISTER, Trustees of the Robert Macalister Trust Dated November 20, 1985
	the following described real property in the County of Ventura Sk SEE EXHIBIT "A" ATTACHED TO THIS FOR LEGAL DESCRIPTION	rite of California:
, ¹ ,	No Documentary Transfer Tax is due as the consideration was received by any party.	e eitement has no apparent value. No other
		,
		locat s. "muchtiter us cuttern V. MacHisler That
	STATE OF CALFORNA COUNTY OF VENEURA COUNTY OF VENEURA CON NOVEM bev 10, 1992 before munderstreed, a Noticy Public in and for acid storia personally appearance of the Catherine V. Macalister Catherine V. Macalister	ROBERT S Made ISTER Trustee CATHERINE V. MacALISTER, Trustee
	brown to me (or proved to me on the book of sofetocitory evidence be the perion	MARY F. BARKER Notary Public Collionia

Mary 7. Barber

PERSONAL REPORTED OF THE PERSON

55/62

(This great for official national seat)

THOSE PORTIONS OF LOT 66 OF TRACT NO. 2706 IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON A MAP RECORDED IN BOOK 84, PAGES 50 THROUGH 59 INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

PARCEL A:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 66; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 66

- 15T: NORTH 18°16'58" WEST, 3.50 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE
- 2ND: NORTH 59°35'04" EAST, 21.30 FEET; THENCE
- 3RD: NORTH 55°18'48° EAST, 38.37 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 66; THENCE ALONG SAID SOUTHEASTERLY LINE
- 4TH: SOUTH 53°38'07' WEST, 60.63 FEET TO THE POINT OF BEGINNING.

PARCEL B:

3:

- BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 66; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 66
- 1ST: NORTH 75°56'07" WEST, 17.24 FEET; THENCE LEAVING SAID NORTHERLY LINE
- 2ND: SOUTH 34°13'42° WEST, 21.60 FEET; THENCE
- 3RD: SOUTH 32°46'05" WEST, 108.36 FEET; THENCE
- 4TH: SOUTH 45°50'18" WEST, 25.00 FEET; THENCE
- 5TH: SOUTH 41°59'32" WEST, 56.27 FEET; THENCE
- 6TH: SOUTH 39°54'31" WEST, 29.75 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 66; THENCE ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING TWO COURSES
- 7TH: NORTH 53°38'07" EAST, 25.97 FEET; THENCE
- BTH: NORTH 39°29'09" EAST, 222.33 FEET TO THE POINT OF BEGINNING.

EXHIBIT____*A"
PAGE__L_OF___L

PLEASANT VALLEY RECREATION AND PARK DISTRICT RESOLUTION NO. 301

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to astaplish a public equestrian trail system leading to and from said equestrian center: and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of a easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Robert S. MacAlister and Catherine V. MacAlister, Trustees of the Robert S. MacAlister, and Catherine V. MacAlister Trust dated November 20, 1985, have executed and delivered to the District a Grant Deed, dated November 10, 1992, conveying to the District a portion of Lot No. 66 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

3.

NOW THEREPORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Robert S. MacAlister and Catherine V. MacAlister, Trustees of the Robert S. MacAlister and Catherine V. MacAlister Trust dated November 20, 1985, conveying to the District a portion of Lot 66 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated November 10, 1992; be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do heraby certify that the above and foregoing is a full, true and correct copy of Resolution No. 301 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14 (1993). This Certification is given on March 15 (1993) at Camarillo, Ventura County, California.

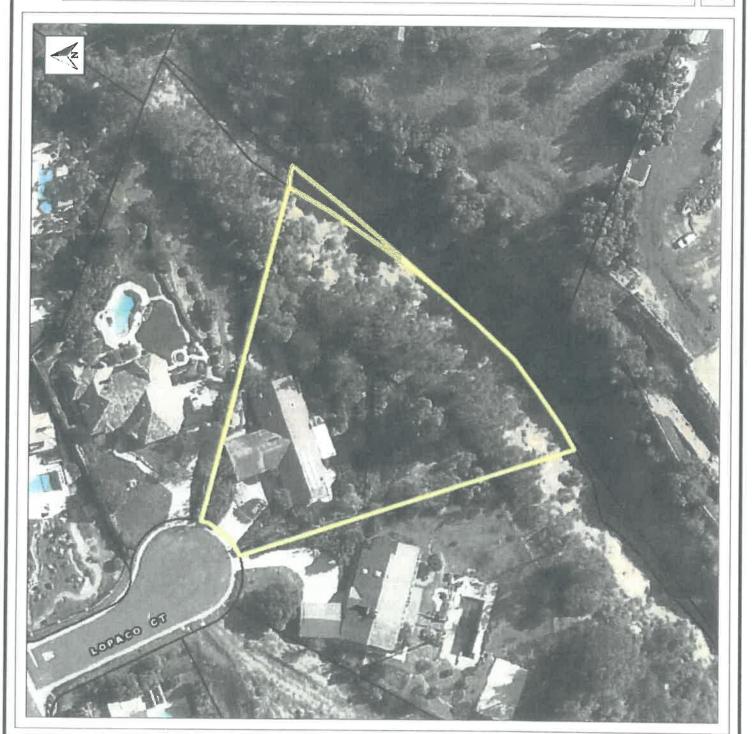
Clerk of the Board of Directors Pleasant Valley Recreation and Park District

County View

MacAlister Lot 66
Legend

Streets
1:6000
Parcels

94.00



Urder No. CONTINENTAL LAWYERS TITLE-81 Escrow No. Loan No.

WHEN RECORDED MAIL TO:

Pleasant Valley Recreation and Park District 1605 East Burnley Camarillo, CA '93010

93-047671 Recorded Official Records County of Ventura Richard D. Dean

8:00am 17-Mar-93

.00 A.R. Recorder

VCGA

2

Rec Fee

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

Pleasant Valley Recreation and Park District. 1605 East Burnley . Camarillo, CA 93010

4925946

152-0-352-025

DOCUMENTARY TRANSFER TAX \$ __O-

...... Computed on the consideration or value of property conveyed; OR

.... Computed on the consideration or value less illens or encumbrances remaining at time of sale

> CM. Signature of Declarant o Agent determining tax - Firm Name

GRANT DEED

No Documentary Transfer Tax is due as t easement has no apparent value. No othe consideration was received by any party.

AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY ZOLTAN DALA and SAROLTA A. DALA, Husband and Wife, as Joint Tenants hereby GRANT(6) to . Pleasant Valley Recreation and Park District

the real property in the City of Camarillo County of Ventura

State of California, described as

That portion of Lot 67 of Tract No. 2706 in the County of Venturs, State of California as shown on a map recorded in book 84, pages 50 through 53 inclusive of miscellaneous records (maps) in the office of the county recorder of said county described as follows:

Segurning at the most southerty currier of said Lot 67; thence along the southwesterly line of said Lot 67

lets. North 75°56'07" west, 17.24 feet; thence leaving said southwesterly line

2nd: North 34⁰13'42" east, 38.74 feet; thence

3rd: North 48046:45" east, 86.91 feet; thence -

4th: North 46°10'21" east, 24.89 feet to the northerty line of seld Lot 67; thence slong said northerty

Sth: South $67^013^162^n$ east, 4.50 feet to the northeasterly corner of said lot 67; thence along the easterly line of said lot 67 the following two courses

6th: South 40°40'07" west, 102,97 feet: thence

7th: South 39029:094 west, 40.02 feet to the point of beginning

STATE OF CALIFORNIA COUNTY OF VENTURA On Warrang 31 1957 NO an one personally appeared Zoltan Dala and Sarolta A. Dala

personally-leadure-to-me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)sware subscribed to the within instrument and acknowledged to me that histops/they executed the same in Machigritheir authorized capacity(les), and that by Machigraneir signature(s) on the instrument the person(s) or the entity upop behalf of which the person(s) acted, executed the instrument,

Vernices my impo and bindial saul.



(This area for official notarial seed)

PLEASANT VALLEY RECREATION AND PARK DISTRICT RESOLUTION NO. 297

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages of through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of assements over certain other parcels of real property, and by the granting to the District of a license to use certain sasements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Zoltan Dala and Sarolta A. Dala, husband and wife as joint tenants, have executed and delivered to the District a Grant Deed, dated January 31, 1993, conveying to the District a portion of Lot No. 67 of Tract No. 2706, and said Grant Deed has been proper form;

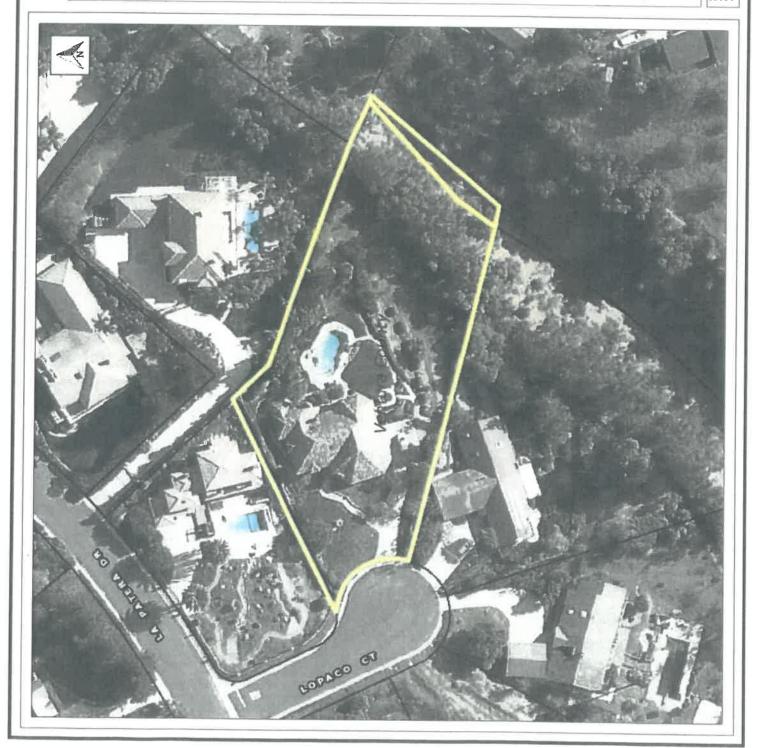
NOW THEREPORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park Joint tenants, conveying to the District a portion of Lot 67 of Tract No. 2706 in the County of Ventura, State of California, be, January 31, 1993, be recorded in the Official Records of Ventura County.

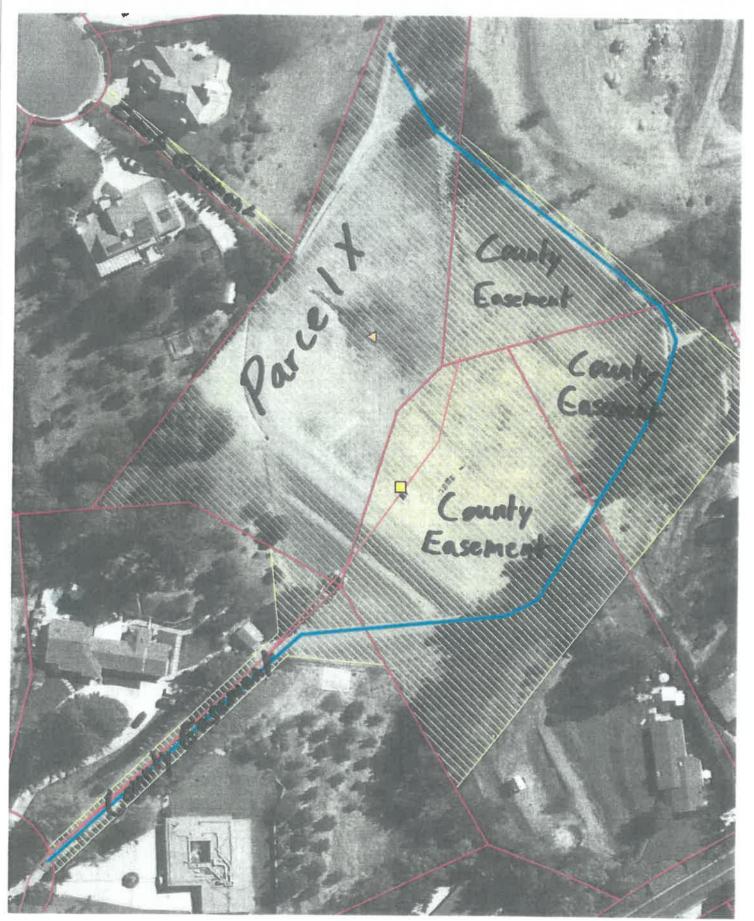
I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California; do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 297 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14 (1993). This Certification is given on Ventura County, California.

Clerk of the Board of Directors Pleasant Valley Recreation and Park District

94,00

annieri P. N. a formentinini rezistantia dei Perusia danu dei danu untu pi kin approachen vung cun Verdante Tybury Geographykat informetinin Jayanen (2013), vinit in besämmen mildet delphild for the experimentum of the Literaty and relativistic serverical services (I mildet) spy done net weiternet from eticlatycy of this feltimentation, and its alterials respectively, erverivel, then or plescular largers should be main as mainten an indicator benefits.





SETTLEMENT DOCUMENTS

LAS POSAS EQUESTRIAN COMMITTEE

v.

PLEASANT VALLEY RECREATION AND PARK DISTRICT

VENTURA COUNTY SUPERIOR COURT

"CASE NO. 96404

- JUDGMENT 1,.
- 2. STIPULATION TO ENTRY OF JUDGMENT
- SETTLEMENT AGREEMENT AND MUTUAL RELEASE 3.
- JUDGMENT BY COURT AFTER DEFAULT 4.
- 5.
- LICENSE AGREEMENT 6. HOMEOWNER GRANT DEEDS AND GRANTS OF EASEMENT

RECODETO AT REQUEST OF AND REQUENTO:

Michael W. Case, Esq. Ferguson, Case, Orr, Paterson & Cunningham 1050 South Kimball Road Ventura, CA 93004

73-065046	Į	Re
Recorded	4	AD
Official Records		Ch
County of	1	
Ventura	i	
Richard D. Dean	•	
Recorder		
3:30pm 13-Apr-93	;	

Rec Fee 23.00 ADD 2.00 Check 25.00

CC 7

ŧ

, 4°

2

1

4 5

6

8

9

11

13 14

15 16

1

17 18

19

20

22

24 25

26 27

27 28 FILED

MAR 2 2 1995

SHEILA GONZALEZ, Superior Count Executive Officer and Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

LAS POSAS EQUESTRIAN COMMITTEE, an Unincorporated Association on Behalf of its Members, et al.,

Plaintiffs.

Case No. 96404

JUDGMENT

PLEASANT VALLEY RECREATION AND PARK DISTRICT, a political entity, et al.,

Defendants,

AND RELATED CROSS-ACTIONS.

VS.

Having considered the Settlement Agreement submitted, the evidence presented by the parties, and the arguments of counsel at this Court's hearing duly noticed for that purpose. Ind finding good cause, this Court finds:

A. Plaintiffs and cross-defendants LAS POSAS EQUESTRIAN COMMITTEE, an Unincorporated Association on behalf or its members; LAS POSAS RANCHEROS, a non-profit California corporation; DAVID ANDERSON, an individual and on behalf of the general

-1-

_

1

_ **

public; ROBERT W. SCHROEDER, an individual; and LEONARD DIAMOND, 1 an individual, sometimes all collectively referred to as "PLAIN-2 TIFF EQUESTRIANS"; defendants and cross-complainants DAVID G. 3 SCHUMAKER and KAREN J. SCHUMAKER; RICHARD G. TANITA and EDNA O. 4 TANITA; KENNETH H. HENDRICKSON and MARIAN HENDRICKSON, Trustees; 5 ROBERT S. MacALISTER and CATHERINE V. MacALISTER, Trustees; 6 DENNIS E. REYNOLDS and SUSAN REYNOLDS; ZOLTAN DALA and SAROLTA A. 7 8 DALA; all collectively referred to as "SELECTED HOMEOWNERS"; and cross-defendants LAS POSAS HILLS OWNERS ASSOCIATION (the "ASSOCI-9 NO ATION"); THE MITCHELL COMPANY and ROBERT BOSWELL collectively "MITCHELL"; PLEASANT VALLEY RECREATION AND PARK DISTRICT "PARK DISTRICT"; HENRY Y. SASAKI and BETTY M. SASAKI "SASAKIS"; and 12 EDDIE P. RAMSEYER and RAMSEYER & ASSOCIATES, collectively 14 "RAMSEYER" have previously agreed to and executed a "Settlement 15 Agreement and Mutual Release" (the "Settlement Agreement"), which resolves many of the issues of the complaints and cross-com-2 4 35 A plaints herein.

The Settlement Agreement concerns LAS POSAS HILLS, B. Tract Number 2706, located in the vicinity of Camarillo, California, in the County of Ventura. It was developed in two phases, following recordation of a Tract Subdivision Map on October 5, 1979, in Book 84 of Miscellaneous Records (Maps) at Pages 50-53, of the Official Records of Ventura County ("Tract Map"). first phase was developed, and its CC&R's were recorded prior to development of Phase II, thereafter added by recordation of a Declaration of Annexation.

[*Not in original document, added at recorder's request: Robert S. MacAlister and Catherine V. MacAlister Trust dated November 20, 1985; Hendrickson Family Trust dated December 3, 1979.]

-2-

11

13

16

17

18

19

20 21

22

23

24

25

26

27

28

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

C.

A dispute has arisen among the PLAINTIFF EQUESTRIANS and the remaining parties to this Agreement regarding the existence and location of equestrian easements within Tract 2706. Plaintiffs have previously contended that a public trail system exists as more or less illustrated by the proposed trails identified by the Tract Map based on various theories set forth in their complaint. The remaining parties with the possible exception of the PARK DISTRICT, disagree in one manner or another, as to both the existence and location of the trails, and dispute the claim that any trains, are public. Those positions are more fully set forth in their various pleadings.

Cross-complainants SCHUMAKERS, TANITAS, HENDRICKSONS, MacALISTERS, REYNOLDS and DALAS, have asked the Court by their cross-complaint to determine the easement rights the subject of the complaint, the cross-complaints and this judgment, and named as cross-defendants, Does 501 through 950, inclusive, asserting that such cross-defendant Does may assert adverse claims. The said cross-complaint was duly served on said cross-defendant Does by publication in accordance with Code of Civil Procedure section 415.50, said cross-defendant Does failed to respond to the crosscomplaint or to otherwise appear and, on July 13, 1992, the Court entered its judgment after default against said Doe cross-defendants and in favor of cross-complainants SCHUMAKERS, TANITAS, HENDRICKSONS, MacALISTERS, REYNOLDS and DALAS. The Court finds that a several judgment against said Doe cross-defendants is proper and that, pursuant to Code of Civil Procedure Sections 578 and 579, the Court is entitled to make the within judgment

 determining the ultimate rights of the remaining parties on each side, as between themselves.

- E. Among other things, the Settlement Agreement creates an agreed equestrian trail system for public use to be owned and/or controlled by the Park District. That system incorporates the use of some, but not all, of the trails and/or property originally a part of this action, in addition to adjoining properties owned by non-parties who have voluntarily participated. Certain other property the subject of this litigation is not included as a part of that trail system. This judgment confirms the agreed system as more specifically described by the Settlement Agreement and records that certain property interests are not included.
- F. The judgment made herein is consistent with the Settlement Agreement, and the evidence presented. Finding good cause to do so, the Court orders entry of judgment as follows:

IT IS THEREFORE ADJUDGED, ORDERED AND DECREED:

- 1. The Settlement Agreement, including without limitation, those parts creating an agreed equestrian trail system, is approved. Each of the parties to the Settlement Agreement is bound by its terms and entitled to its benefits as therein provided.
- 2. Pursuant to the ASSOCIATION'S CC&R's and certain effectuating deeds, private equestrian easements were created on

behalf of the ASSOCIATION in Phase I only (Lots 1-20, 71 and 73-83) in the area of the proposed easements shown on the Tract Map. Pursuant to the same CC&R's and the Declaration of Annexation by which Phase II was annexed to the Tract, certain other private equestrian easements were created on behalf of the ASSOCIATION as described in Exhibit "A" to the Declaration of Annexation. All of the previously-mentioned easements are owned by the LAS POSAS HILLS OWNERS. ASSOCIATION.

3. The Park District owns, and at all times during the litigation has owned, Lot 57 of Tract 2706. In accordance with the Settlement Agreement certain additional property or easement rights in or adjoining Tract 2706 have been deeded to the PARK DISTRICT and the PARK DISTRICT has been given a license to use and allow the public to use an agreed part of the ASSOCIATION'S private equestrian trail system. Except for the foregoing, neither the public nor the PARK DISTRICT, has any property right or other claim to any other part of Tract 2706 for equestrian trail purposes.

4. The following lots within Tract 2706 are not subject to any equestrian easements of any kind, including those depicted on the Tentative Tract Map for Tract 2706: 65, 66, 67, 49, 51 and 54.

5. The "License for Equestrian Recreation Trails" Agreement made by the ASSOCIATION and PARK DISTRICT as referenced by

GRIFFIN is proper and is hereby permitted.

GRIFFIN HOMES ("GRIFFIN"), presently in Chapter 11

The Court shall maintain continuing jurisdiction as

The parties shall bear their own respective attorney's

necessary to implement the Settlement Agreement and this Judgment

and to resolve any disputes which may arise concerning either.

Such disputes shall be submitted to the presiding judge of the

as the presiding judge shall appoint, for disposition.

Ventura County Superior Court, or such other judge of that Court

proceedings under the bankruptcy act, and FRONTIER ENTERPRISES

("FRONTIER"), a corporation related to GRIFFIN, are not parties

against GRÌFFIN and FRONTIER are not resolved by this Judgment.

The Court finds that a several judgment as to FRONTIER and/or

to the Settlement Agreement. Claims for money damages by or

2

1

4

5

7

8

10

11

12

7.

13

14

15 16

17

--

18 19

. 20

21

22

23

24

25

26

27

28

fees and costs except as otherwise ordered in favor of any party against cross-defendants FRONTIER or GRIFFIN in any further proceedings.

DATED: MAR 19 1955, 1993

JUDGE OF THE SUPERIOR COURT

C25799

-6-

1 Michael W. Case FERGUSON, CASE, ORR, PATERSON & CUNNINGHAM 2 1050 South Kimball Road Ventura, California 93004 3 (805) 659-6800 MAH 2 2 1-45 4 Attorneys for Defendants and Cross-Complainants EILA GONZALEZ, Superior Court SCHUMAKERS, TANITAS, REYNOLDS, HENDRICKSONSExecutive Officer and Clerk 5 MacALISTERS, and DALA 6 7 SUPERIOR COURT OF THE STATE OF CALIFORNIA 8 FOR THE COUNTY OF VENTURA 9 30 LAS POSAS EQUESTRIAN COMMITTEE. Case No. 96404 an Unincorporated Association on Behalf of its Members, et al., STIPULATION TO ENTRY OF JUDGMENT 12 Plaintiffs, 13 vs. 14 PLEASANT VALLEY RECREATION AND PARK DISTRICT, a political entity, 15 et al., 16 Defendants. 17 AND RELATED CROSS-ACTIONS. 18 19

Having agreed to settlement of this case, attended various hearings before this Court in connection with resolution of the case and entry of judgment, reviewed the form of judgment attached hereto as Exhibit "A", and believing there to be good cause to do so, the parties, through their respective counsel,

111

26 ///

20

21

22

23

24

25

28

27 ///

-	l hereby		4	
	1.000.002	scibniace	to entry	of judgment in the form attached
2	hereto.	1		
3	5			
4	DATED:	January 2	8 , 1993	
5	5		e	FERGUSON, CASE, ORR, PATERSON
6	3		±	& CUNNINGHAM
7	,	4.		0 - > •
8		V .		By WICHARL M. GAGE
9		Sugar		MICHAEL W. CASE, Attorneys for Defendants and Cross-Complainants SCHUMAKERS, TANITAS, REYNOLDS,
10			The Kin	HENDRICKSONS, MacALISTERS, and DALA
12	DATED:	January 2	9, 1993	ENGLAND, WHITFIELD, SCHROEDER
13				& TREDWAY
14				March
15	P:			MARY SCHROEDER, Attorneys for
16			•	Plaintiffs and Cross-Defendants LAS POSAS EQUESTRIAN COMMITTEE,
17				an Unincorporated Association on behalf of its members, LAS POSAS
18				RANCHEROS, a non-profit California corporation, DAVID
19				ANDERSON, an Individual and on behalf of the general public,
20				ROBERT SCHROEDER, an Individual, and LEONARD DIAMOND, an
21		•		Individual
22	DATED:	January 2	1. 1993	an'an;
23				HENDERSON & WOHLGEMUTH
24				1
25				By HENDERSON, Attorneys for
26)#	Defendant and Cross-Complainant LAS POSAS HILLS OWNERS
27				ASSOCIATION OWNERS
28				

:	DATED:	February January 10, 1993	
:	e Daile.		RAMSEYER & ASSOCIATES
;	5		en Cal
4	L		EDDIE RAMSEYER, President
8	DATED:	February 10, 1993	(22
6	5	, ·	EDDIE RAMSEYER, In Propria Persona
7		February m	Persona
8	DALUD!	January, 1993	Can Scott Meron la
10		ed <u>a</u> _	GARY S. MYERS, SR., Attorney for Defendant and cross-Defendant
11		The state of the s	THE MITCHELL COMPANY and ROBERT BOSWELL
12	DATED:	February 5, 1993	Some P Sign
13			GORDON R. LINDEEN, Attorney for
14			Defendant and Cross-Defendant PLEASANT VALLEY RECREATION AND PARK DISTRICT
15	ľ	F. 4	PARK DISTRICT
16	DATED:	January 3, 1993	FULBRIGHT & JAWORSKI L.L.P.
17			ALOMANDO, WALSON & GERSHON-
18			2111
19			THOMAS R. FREIBERG, JR.
20			Attorneys for Defendant and Cross-Defendant PLEASANT VALLEY
21	m23491m	• *	RECREATION AND PARK DISTRICT
22	wp/mwc		**************************************
23			
24			
25			
26		•	
. 27			

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF VENTURA

Case No. 96404

JUDGMENT

8

12

13

vs.

14 15

16

17

18

19

-21

20

22 23

24

25

26 27

28

LAS POSAS EQUESTRIAN COMMITTEE, an Unincorporated Association on Behalf of its Members, et al.,

Plaintiffs,

PARK DISTRICT, a political entity, et al.,

PLEASANT VALLEY RECREATION AND

Defendants.

AND RELATED CROSS-ACTIONS.

Having considered the Settlement Agreement submitted, the evidence presented by the parties, and the arguments of counsel at this Court's hearing duly noticed for that purpose, and finding good cause, this Court finds:

Plaintiffs and cross-defendants LAS POSAS EQUESTRIAN COMMITTEE, an Unincorporated Association on behalf of its members; LAS POSAS RANCHEROS, a non-profit California corporation; DAVID ANDERSON, an individual and on behalf of the general

1 public; ROBERT W. SCHROEDER, an individual; and LEONARD DIAMOND, 2 an individual, sometimes all collectively referred to as "PLAIN-3 TIFF EQUESTRIANS"; defendants and cross-complainants DAVID G. SCHUMAKER and KAREN J. SCHUMAKER; RICHARD G. TANITA and EDNA O. 5 TANITA; KENNETH H. HENDRICKSON and MARIAN HENDRICKSON, Trustees; ROBERT S. MacALISTER and CATHERINE V. MacALISTER, Trustees; DENNIS E. REYNOLDS and SUSAN REYNOLDS; ZOLTAN DALA and SAROLTA A. DALA; all collectively referred to as "SELECTED HOMEOWNERS"; and cross-defendants LAS POSAS HILLS OWNERS ASSOCIATION (the "ASSOCI-ATION"); THE MITCHELL COMPANY and ROBERT BOSWELL collectively "MITCHELL"; PLEASANT VALLEY RECREATION AND PARK DISTRICT "PARK DISTRICT"; HENRY Y. SASAKI and BETTY M. SASAKI "SASAKIS"; and EDDIE P. RAMSEYER and RAMSEYER & ASSOCIATES, collectively "RAMSEYER" have previously agreed to and executed a "Settlement Agreement and Mutual Release" (the "Settlement Agreement"), which resolves many of the issues of the complaints and cross-complaints herein.

B. The Settlement Agreement concerns LAS POSAS HILLS, Tract Number 2706, located in the vicinity of Camarillo, California, in the County of Ventura. It was developed in two phases, following recordation of a Tract Subdivision Map on October 5, 1979, in Book 84 of Miscellaneous Records (Maps) at Pages 50-53, of the Official Records of Ventura County ("Tract Map"). The first phase was developed, and its CC&R's were recorded prior to development of Phase II, thereafter added by recordation of a Declaration of Annexation.

28

27

:11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

C. A dispute has arisen among the PLAINTIFF EQUESTRIANS
and the remaining parties to this Agreement regarding the existence and location of equestrian easements within Tract 2706.

Plaintiffs have previously contended that a public trail system exists as more or less illustrated by the proposed trails identified by the Tract Map based on various theories set forth in their complaint. The remaining parties with the possible exception of the PARK DISTRICT, disagree in one manner or another, as to both the existence and location of the trails, and dispute the claim that any trails are public. Those positions are more fully set forth in their various pleadings.

12

13

20

21

22

23

25

26

27

28

Cross-complainants SCHUMAKERS, TANITAS, HENDRICKSONS, MacALISTERS, REYNOLDS and DALAS, have asked the Court by their cross-complaint to determine the easement rights the subject of the complaint, the cross-complaints and this judgment, and named as cross-defendants, Does 501 through 950, inclusive, asserting that such cross-defendant Does may assert adverse claims. said cross-complaint was duly served on said cross-defendant Does by publication in accordance with Code of Civil Procedure section 415.50, said cross-defendant Does failed to respond to the crosscomplaint or to otherwise appear and, on July 13, 1992, the Court entered its judgment after default against said Doe cross-defendants and in favor of cross-complainants SCHUMAKERS, TANITAS, HENDRICKSONS, MacALISTERS, REYNOLDS and DALAS. The Court finds that a several judgment against said Doe cross-defendants is proper and that, pursuant to Code of Civil Procedure Sections 578 and 579, the Court is entitled to make the within judgment

1 determining the ultimate rights of the remaining parties on each side, as between themselves.

3

4

Among other things, the Settlement Agreement creates an 5 agreed equestrian trail system for public use to be owned and/or controlled by the Park District. That system incorporates the 7 use of some, but not all, of the trails and/or property originally a part of this action, in addition to adjoining properties owned by non-parties who have voluntarily participated. Certain po other property the subject of this litigation is not included as a part of that trail system. This judgment confirms the agreed system as more specifically described by the Settlement Agreement and records that certain property interests are not included.

14

15

16

17

13

:11

The judgment made herein is consistent with the Settlement Agreement, and the evidence presented. Finding good cause to do so, the Court orders entry of judgment as follows:

18

19

IT IS THEREFORE ADJUDGED, ORDERED AND DECREED:

20 21

22

23

The Settlement Agreement, including without limitation, i. those parts creating an agreed equestrian trail system, is Each of the parties to the Settlement Agreement is bound by its terms and entitled to its benefits as therein provided.

25 26

27

28

2. Pursuant to the ASSOCIATION'S CC&R's and certain effectuating deeds, private equestrian easements were created on

1 behalf of the ASSOCIATION in Phase I only (Lots 1-20, 71 and 73-2 83) in the area of the proposed easements shown on the Tract Map. Pursuant to the same CC&R's and the Declaration of Annexation by which Phase II was annexed to the Tract, certain other private equestrian easements were created on behalf of the ASSOCIATION as described in Exhibit "A" to the Declaration of Annexation. All of the previously-mentioned easements are owned by the LAS POSAS HILLS OWNERS ASSOCIATION.

8

9

*

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

- The Park District owns, and at all times during the 3. litigation has owned, Lot 57 of Tract 2706. In accordance with the Settlement Agreement certain additional property or easement rights in or adjoining Tract 2706 have been deeded to the PARK DISTRICT and the PARK DISTRICT has been given a license to use and allow the public to use an agreed part of the ASSOCIATION'S private equestrian trail system. Except for the foregoing, neither the public nor the PARK DISTRICT, has any property right or other claim to any other part of Tract 2706 for equestrian trail purposes.
- The following lots within Tract 2706 are not subject to any equestrian easements of any kind, including those depicted on the Tentative Tract Map for Tract 2706: 65, 66, 67, 49, 51 and 54.
- The "License for Equestrian Recreation Trails" Agreement made by the ASSOCIATION and PARK DISTRICT as referenced by

the Settlement Agreement is hereby approved and found to be valid.

6. GRIFFIN HOMES ("GRIFFIN"), presently in Chapter 11 proceedings under the bankruptcy act, and FRONTIER ENTERPRISES ("FRONTIER"), a corporation related to GRIFFIN, are not parties to the Settlement Agreement. Claims for money damages by or against GRIFFIN and FRONTIER are not resolved by this Judgment. The Court finds that a several judgment as to FRONTIER and/or GRIFFIN is proper and is hereby permitted.

7. The Court shall maintain continuing jurisdiction as necessary to implement the Settlement Agreement and this Judgment and to resolve any disputes which may arise concerning either. Such disputes shall be submitted to the presiding judge of the Ventura County Superior Court, or such other judge of that Court as the presiding judge shall appoint, for disposition.

27 |

DATED:

C25799

	8.	The	parties	shall	bear	thei	r own	respe	ctive	attor	ney's
ees	and	cost	s excep	t as c	therwi	se òi	rdered	in f	avor	of any	party
gain	st c	cross	-defend	ants F	RONTIE	R or	GRIFF	'IN in	any	furthe	r
roce	edir	ngs.							30.75		

JUDGE OF THE SUPERIOR COURT

1 MICHAEL W. CASE FERGUSON, CASE, ORR, PATERSON 2 & CUNNINGHAM 1050 South Kimball Road 3 Ventura, CA 93004 MAR 2 2 1993 (805) 659-6800 4 SHEILA GONZALEZ, Superior Court Attorneys for Defendants and Cross-Complainants Executive Officer and Clerk ð SCHUMAKER, TANITA, HENDRICKSON, MACALISTER, REYNOLDS and DALA 6 7 8 SUPERIOR COURT OF THE STATE OF CALIFORNIA 9 FOR THE COUNTY OF VENTURA 10 11 LAS POSAS EQUESTRIAN Case No. 96404 COMMITTEE, an Unincorporated) 12 Association on Behalf of its) SETTLEMENT AGREEMENT AND MUTUAL Members, et al., RELEASE 13 Plaintiffs. 14 v. 15 PLEASANT VALLEY RECREATION 16 AND PARK DISTRICT, a political entity, et al., 17 Defendants. 18 19 20 111 .. 21 111 22 / / / 4.5 23 /// 24 111 25 111. 26 27

28

/ / /

____, Deputy

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

DATED:

May 11, 1992

PARTIES:

- A. LAS POSAS EQUESTRIAN COMMITTEE, an Unincorporated Association on behalf of its members, ("LAS POSAS EQUESTRIAN"); LAS POSAS RANCHEROS, a non-profit California corporation, ("LAS POSAS RANCHEROS"); DAVID ANDERSON, an Individual and on behalf of the general public, ("ANDERSON"); ROBERT W. SCHROEDER, an Individual, ("SCHROEDER"); and LEONARD DIAMOND, an Individual ("DIAMOND"), sometimes all collectively referred to as "PLAINTIFF EQUESTRIANS".
- B. DAVID G. SCHUMAKER and KAREN J. SCHUMAKER
 ("SCHUMAKERS"); RICHARD G. TANITA and EDNA O.
 TANITA ("TANITAS"); KENNETH H. HENDRICKSON
 AND MARIAN HENDRICKSON, Trustees
 ("HENDRICKSONS"); ROBERT S. MacALISTER and
 CATHERINE V. MacALISTER, Trustees
 ("MacALISTERS"); DENNIS E. REYNOLDS and SUSAN
 REYNOLDS ("REYNOLDS"); ZOLTAN DALA and
 SAROLTA A. DALA ("DALAS"); all collectively
 referred to as "SELECTED HOMEOWNERS".
- C. LAS POSAS HILLS OWNERS ASSOCIATION (the "ASSOCIATION").
- D. THE MITCHELL COMPANY and ROBERT BOSWELL, collectively "MITCHELL".
- E. PLEASANT VALLEY RECREATION AND PARK DISTRICT AND BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT ("PARK DISTRICT").
- F. EDDIE P. RAMSEYER and RAMSEYER & ASSOCIATES, collectively "RAMSEYER".

RECITALS

A. LAS POSAS HILLS, Tract Number 2706, is located in the vicinity of Camarillo, California, in the County of Ventura. It was developed in two phases, following recordation of Tract

Subdivision Map on October 5, 1979, in Book 84 of Miscellaneous Records (Maps) at Pages 50-53, of the Official Records of Ventura County ("Tract Map"). The first phase was developed, and its CC&R's were recorded prior to development of Phase II, thereafter added by recordation of a Declaration of Annexation.

- B. The Tract Map references "proposed" equestrian easements. Some of the proposed easements were expressly conveyed to the Association and some were not. The Declaration of Annexation purports to delete some of those proposed equestrian easements from the LAS POSAS HILLS development.
- C. A dispute has arisen among the PLAINTIFF EQUESTRIANS and the remaining parties to this Agreement regarding the existence and location of equestrian easements within Tract 2706. Plaintiffs contend that a public trail system exists as more or less illustrated by the proposed trails identified by the Tract Map based on various theories set forth in their complaint. The remaining parties with the exception of the PARK DISTRICT, disagree in one manner or another, as to both the existence and location of the trails, and dispute the claim that any trails are public. Those positions are more fully set forth in their various pleadings.
- D. Included within Tract 2706 is Lot 57, previously conveyed by the developer, GRIFFIN DEVELOPMENT COMPANY, later

known as GRIFFIN HOMES (hereinafter "GRIFFIN") to defendant PARK DISTRICT. Lot 57 has been developed as an equestrian arena and is used by various EQUESTRIAN PLAINTIFFS, and will be served by the trails created under the terms of this Agreement.

- E. On April 7, 1987, plaintiffs filed their "Petition for Mandate and Complaint for Declaratory Relief, Quiet Title, Prescriptive Easement, and Injunctive Relief", Ventura County Superior Court Case Number 96404 (the "Action"). Certain persons were not served and/or have not answered the complaint and are not signatories to this Agreement. The defendants who answered generally denied the allegations of the complaint. Some defendants also filed cross-complaints.
- F. The defendants and cross-defendants to this Action include the ASSOCIATION, the owners association formed by the CC&R's for Tract 2706; certain SELECTED HOMEOWNERS who have been named as defendants and cross-defendants and are active participants in this litigation as otherwise indicated; defendant PARK DISTRICT; the tract's developer, GRIFFIN DEVELOPMENT COMPANY, later known as GRIFFIN HOMES ("GRIFFIN"); GRIFFIN'S brokers and agents at the time the project was developed, MITCHELL; a corporation related to GRIFFIN, FRONTIER ENTERPRISES; the project design engineer, RAMSEYER; the COUNTY OF VENTURA and its BOARD OF SUPERVISORS (the "COUNTY"); various other homeowners residing in Tract 2706 who have been named by

the Action, but not served; and cross-defendant Does alleged by the SELECTED HOMEOWNERS to have possible easement claims. Plaintiffs have also been named as cross-defendants by the SELECTED HOMEOWNERS. The parties to this Agreement are either plaintiffs, defendants, cross-complainants or cross-defendants to said litigation. Although no longer a party to the litigation, the COUNTY has agreed to participate in this settlement as further discussed.

- G. After considerable discovery and negotiation, the parties have each for their own purposes, but for the common benefit of all, agreed to compromise their various disputes as set forth in this Agreement. They do so without admission, and for the purpose of buying peace, and finally resolving their respective disputes. Among other things, this Agreement establishes an agreed equestrian trail system primarily within Tract 2706, the parties having concluded that the agreed system is in their common interest. In exchange, certain parts of the trail system as alleged by the litigation and the claims related thereto are waived and otherwise abandoned.
- H. GRIFFIN DEVELOPMENT COMPANY, later known as GRIFFIN HOMES, ("GRIFFIN"), a named cross-defendant, was originally a participant in the settlement discussions preceding this Agreement. GRIFFIN is also successor in interest to FRONTIER ENTERPRISES, INC., also a named cross-defendant in the Action.

On March 9, 1992, GRIFFIN filed a voluntary petition as a Chapter 11 debtor in the United States Bankruptcy Court, Central District of California, and has not thereafter, despite request, voluntarily participated.

AGREEMENT

The parties agree:

- 1. Specific Consideration. As specific consideration, in addition to the remaining provisions of this Agreement, the parties agree:
- cussed by the foregoing recitals, is to create a sufficient property interest and license rights in the PARK DISTRICT to operate for a minimum of thirty (30) years a public equestrian system in Tract 2706, to be owned, controlled, maintained by, and the financial responsibility of, the PARK DISTRICT and the ASSOCIATION as further described herein. If any part of any property interest conveyed to the PARK DISTRICT under this Agreement ceases to be used for equestrian purposes, the PARK DISTRICT shall, on request, reconvey such part or parts to its respective grantors, or their successors if they have conveyed their original adjoining property from which the property interest was taken. The completed trail system, including the

described property interests and the related license given by the ASSOCIATION shall be located over the following property interests and area, described for purposes of illustration as strips numbered one, two, three, four and five, as follows:

- i) Strip One. Strip one includes the equestrian easements previously granted to the ASSOCIATION across the following lots of Tract 2706: 1-7; 10-19; and 20-27, inclusive, as illustrated by Exhibit "A".
- ii) Strip Two. Strip two includes the equestrian easements previously granted to the ASSOCIATION across the following lots of Tract 2706: 29, 33, 34, 35, 36, 58, 59 and 62, as illustrated by Exhibit "A".
- iii) Strip Three. Strip three includes the equestrian easements previously granted to the ASSOCIATION across the following lots of Tract 2706: 74-83; 69 and 71, as illustrated by Exhibit "A".
- iv) Strip Four. Strip four is a strip located over lots 64, 65, 66, and 67 of Tract 2706 and certain other adjoining parcels not within Tract 2706. The affected properties and their present owners are set forth on Exhibit "B".
 - v) Strip Five. Strip five is a strip located

over lots 52, 53, 54 and 55 and certain other adjoining lots not a part of Tract 2706. The affected properties and their present owners are set forth on Exhibit "C".

- b) The ASSOCIATION will convey to the PARK DISTRICT a license for equestrian recreational trails over strips one, two, and three, as described by Exhibit "D".
- c) The DALAS, REYNOLDS and MacALISTERS will convey to the PARK DISTRICT that portion of strip four crossing their lots, as described by Exhibit "B".

The parties to this Agreement will take all reasonable acts and steps necessary to acquire and record deeds from the non-party owners of those portions of the additional lots described by Exhibit "B" to complete strip four.

d) The SCHUMAKERS will convey to the PARK DISTRICT those portions of strip five crossing their lot described by Exhibit "C".

Deeds in favor of the PARK DISTRICT will also be acquired and recorded from HENRY SASAKI and BETTY M. SASAKI ("SASAKIS") and the non-party owners of the additional lots described by Exhibit "C" necessary to complete strip five.

- e) Strips four and five are further described and located as further set forth by paragraph 16.
- f) Certain trail work remains for strips four and five, to be funded by agreed contributions, as more fully set forth by paragraph 3 following.
- g) The COUNTY will contribute \$3,500.00 toward the cost of a survey to be made describing strips four and five, the said survey to be used to complete the work described in subpart e) above and to complete the required real property conveyances and deeds. The survey work will be supervised by the PARK DISTRICT.
- h) Certain rights against GRIFFIN are assigned to the ASSOCIATION by the SELECTED HOMEOWNERS as further set forth by paragraph 13.
- i) The parties will each release the other parties as provided by the general release provisions of paragraph 7 following.
- j) PLAINTIFF EQUESTRIANS will also specifically release those claims and parties as set forth in paragraph 8.

 Among other things, they give up all claims to any other equestrian easements or similar rights within Tract 2706, except

as confirmed or created by this Agreement.

- k) The PARK DISTRICT will also release the claims and parties as set forth in paragraph 9. Among other things, it gives up all claims to other equestrian easements or similar rights within Tract 2706, except as confirmed or created by this Agreement.
- 1) The SELECTED HOMEOWNERS will also release the claims and parties as set forth in paragraph 10.
- m) RAMSEYER will also release the claims and parties as set forth in paragraph 11.
- n) The ASSOCIATION will also release the claims and parties as set forth in paragraph 12.
- o) The parties confirm certain matters specifically set forth by paragraph 15.
- 2. Deposit of Documents. Following execution of this Agreement, each party shall deposit with Ferguson, Case, Orr, Paterson & Cunningham those deeds and related title documents, and a release of lis pendens for any lis pendens recorded by that respective party in the Action. At such time as all documents have been deposited, the construction required by this Agreement has been completed, the PARK DISTRICT has accepted the trail, and

the parties have agreed, the foregoing documents will be submitted to the Ventura County Recorder for recordation. In performing the foregoing duties, Ferguson, Case, Orr, Paterson & Cunningham shall not be considered to be an escrow holder or be charged with similar fiduciary responsibilities. It shall do so merely as an accommodation and convenience to the remaining parties.

- A trail has been generally constructed in the barranca area in which strips four and five are located. That trail requires additional work before the PARK DISTRICT accepts the aforedescribed property interests and its obligations hereunder. The ASSOCIATION will cause that work, as described below, to be completed by a contractor agreed upon by the parties, certain parties contributing as follows:
- \$3,500 to construct: a railroad tie wall approximately three feet high against the side of the barranca on the DALA parcel as previously discussed and bid; to remove or barricade the trail "dog leg" on the REYNOLDS parcel if a survey reveals the trail to be in two locations on the REYNOLDS' parcel; and to construct four barriers to motorcycle or other motorized recreational vehicle use of the trail as more fully discussed by paragraph 4 following.

as necessary for relocation of the trail to its proper location on the SASAKI property, general grading and clean-up of the trail to return it to its proper condition following the winter rains; extension of the drainage pipe on the PIJKA parcel and installation of sandbags, riprap and other materials; to alleviate future water damage to the trail such other trail work not otherwise specifically listed herein and the subject of bids received during settlements discussions; and the balance of necessary survey work also discussed by paragraph 2 f) above.

The construction contract will be let and supervised by the ASSOCIATION, subject to general advice and consent of: the SELECTED HOMEOWNERS in connection with construction of those portions which they are funding; affected property owners as to the location of the trail and easement if not within the described strips; and a committee of the ASSOCIATION, PARK DISTRICT and PLAINTIFF EQUESTRIANS as to the balance of the work.

Once the work has been accepted by the foregoing as being in compliance with the contract and this Agreement, the responsibilities of those persons identified by this paragraph for performance of the work discussed and the condition of the trail in general, shall terminate in favor of the future maintenance and operational responsibilities discussed by paragraph 4 below.

- 4. Maintenance and Operation of Equestrian Trail. The transfers, conveyances and general arrangements hereby are made for the purpose of creating and maintaining an equestrian trail system as further described. The parties to this Agreement hereby acknowledge:
- a) The ASSOCIATION shall be responsible for maintenance of strips one, two and three as equestrian trails and in accordance with Exhibit "D". The PARK DISTRICT shall be responsible for maintenance of strips four and five as an equestrian trail.
- b) It is the parties' expectation and intention that strips one, two and three shall at the least be maintained in accordance with the standard of condition and repair generally followed by the ASSOCIATION during the last three years.
- c) Strips four and five are located in the vicinity of or in the barranca. It is anticipated and the intention of this Agreement that any trails established therein be constructed and maintained in a "natural" condition appropriate to rural equestrian trails. During its maintenance the PARK DISTRICT shall respect the need to protect the integrity of the barranca walls and the toes thereof, from erosion or damage, and will not damage or alter either without the express consent of the affected adjoining property owner. The PARK DISTRICT shall,

however, be entitled to remove dirt or debris at its own expense that has sloughed off the walls and onto its property.

The parties acknowledge and understand that the barranca and its walls are subject to continued erosion and decay and that neither the SELECTED HOMEOWNERS nor any other adjoining owners are responsible or liable for the effects of the same. The PARK DISTRICT accepts the property to be granted hereunder on that condition and understanding, releasing the SELECTED HOMEOWNERS and other adjoining owners from any liability related thereto.

- shall not be used for operation of motorized recreational vehicles, including motorcycles, ATV's, motor scooters, or the like. The PARK DISTRICT shall maintain the control devices installed prior to conveyance of properties in strips four and five to the PARK DISTRICT. The trails shall be posted to prohibit such vehicles and the PARK DISTRICT shall enact, if it has not already done so, ordinances prohibiting such use with appropriate penalties for violations. The PARK DISTRICT will welcome cooperation from the ASSOCIATION in the enforcement of this paragraph.
- e) Neither the ASSOCIATION, SELECTED HOMEOWNERS, the SASAKIS, nor any of the other parties hereto, shall be responsible for the expense or work of maintaining the trail system,

except as expressly assigned by this Agreement.

- create public trails, the PARK DISTRICT shall continue to enjoy discretion to close or limit the public's use of any trail under its jurisdiction that it believes that it cannot properly maintain or safely operate. Nevertheless, any trail over strips one, two, and three closed to public use or otherwise restricted by the PARK DISTRICT may, however, continue to be operated as a private equestrian trail under the authority of the ASSOCIATION. Notwithstanding the foregoing, it is the intention of the parties to continue to operate an equestrian trail system for a period of at least thirty (30) years, and the PARK DISTRICT shall make reasonable efforts to accomplish that objective.
- DISTRICT'S acceptance of the properties conveyed hereunder, the SELECTED HOMEOWNERS, ASSOCIATION, and other persons not owning an interest in the property deeded to the PARK DISTRICT shall not be liable for the care, maintenance or operation of the said deeded properties or trail system.
- 5. <u>Certain Conditions Precedent to Agreement</u>. This Agreement is subject to the following specific conditions precedent:

- a) The parties have contacted and contemplate that certain persons not named or not participating in the litigation will deed those properties described by the exhibits attached hereto to the PARK DISTRICT. The parties hereto will all work in good faith to encourage and otherwise procure the said deeds. If any deed is not so delivered, this Agreement shall fail, unless, in that instance, the PARK DISTRICT shall agree to and successfully conduct condemnation proceedings in connection with that respective property, or additional agreements are made to resolve such issues.
- b) Certain parties hereto have agreed to convey land to the PARK DISTRICT. Such conveyances, and their duties under this Agreement, are subject to said persons obtaining any and all requisite written consents to such conveyances from their respective lenders, or in the absence thereof, the PARK DISTRICT'S agreement to nevertheless accept that property.
- c) This Agreement is further conditioned upon all proper approvals being obtained from the COUNTY OF VENTURA allowing the foregoing conveyances without violation of the Subdivision Map Act, zoning regulations, or other legal requirements.
- d) The properties to be deeded are within the service area for and served by the Crestview Mutual Water Company. The Company has represented the conveyances will not cause any

grantor to lose any of their stock in the Company or otherwise adversely affect their present rights to water from the Company. The PARK DISTRICT does not by this Agreement intend to acquire such rights and agrees that they will remain those of the grantors. This Agreement is so conditioned.

6. Gifts. The conveyances made to the PARK DISTRICT for the purpose of establishing public trails are confirmed by the parties hereto to be made as gifts to and for the benefit of the public. The PARK DISTRICT and parties will cooperate in good faith to establish a fair value for the said properties for use in determining favorable income and property tax treatment.

General Release Provisions.

a) Unless stated otherwise the terms "release" and "releases" as used in paragraphs 7 through 13 means that the releasing party agrees and does in fact release and forever discharge the released party, and the officers, employees, agents, accountants, attorneys, shareholders, successors, insurance companies and all other persons acting for, under or in concert with the released party, past and present, of and from any and all claims, demands, actions, causes of action, obligations, damages, liabilities, loss, costs or expenses, including attorney fees, of any kind or nature, whatsoever, past or present, ascertained or unascertained, whether or not now

known, suspected or claimed, in connection with the matters thereafter described.

- b) The releases given by this Agreement become effective at such time that all documents have been deposited and recorded as provided by paragraph 2 of this Agreement.
- c) Each party hereto releases the other from his having prosecuted or defended, Ventura County Superior Court Case Number 96404, and any claims of malicious prosecution or abuse of process related thereto.
- d) Each party releases the other from all claims for attorney fees and/or court costs associated with Ventura County Superior Court Case Number 96404.
- e) The release provisions of this Agreement shall not be interpreted to release any party from any express obligation created by this Agreement.
- 8. Releases by PLAINTIFF EQUESTRIANS. The PLAINTIFF EQUESTRIANS, for themselves, their membership, individually, and as representatives of the general public, hereby release:
- a) All claims to the existence or use of any equestrian easements, other than the easements described herein

as Strips One, Two, Three, Four and Five, in Tract 2706, whether established by tract map, prescription, or any other theory, including, but not limited to those set forth in their complaint or any amendment thereof.

- b) The ASSOCIATION, and its members; and all other persons named as defendants to their complaint from any and all claims for damages related or incidental to claims of equestrian easement, trespass, interference with easement, or as otherwise set forth in the Action. The PLAINTIFF EQUESTRIANS do not release any claims of future interference with the trail system created by this Agreement.
- members (including the SELECTED HOMEOWNERS); RAMSEYER; MITCHELL, or the COUNTY OF VENTURA, have any duty, obligation or responsibility of any kind, except as expressly created by this Agreement, the ASSOCIATION'S governing documents or Exhibit "D" hereto, for maintenance, preservation, operation, or financial responsibility for any equestrian trails or related easements within Tract 2706 owned or operated by the PARK DISTRICT, or otherwise created by this Agreement.
- d) This release is not intended to modify plaintiff DIAMOND'S rights to use equestrian or any other easements within Tract 2706 in the same manner as other members of the

ASSOCIATION.

- 9. Release by PARK DISTRICT. The PARK DISTRICT releases:
- a) All claims to the existence or use of any equestrian easements, other than the easements described herein as Strips One, Two, Three, Four and Five, which may exist in Tract 2706, whether established by tract map, prescription, or any other theory.
- b) Claims of any kind, nature or amount, against the remaining parties to this litigation for any alleged prior interference with, trespass over, or injuries to any equestrian easements in or over Tract 2706 or any part thereof.
- c) Claims for recovery of damages relative to any matter, event or issue the subject of the existing complaint or cross-complaints herein.
- d) The SELECTED HOMEOWNERS and adjoining property owners from the conditions described by paragraph 4 c).
- 10. Release by SELECTED HOMEOWNERS. The SELECTED HOMEOWN-ERS release:
 - a) All claims made by its cross-complaint that any

event, occurrence or use prior to the date of judgment rendered herein constitutes a nuisance or any other basis for abating, enjoining, or otherwise discontinuing use of lot 57 for equestrian arena purposes.

- b) Claims against the EQUESTRIAN PLAINTIFFS for previous use of their properties for equestrian or related purposes.
- c) Claims for recovery of damages relative to any matter, event or issue the subject of the existing complaint or cross-complaints herein.

11. Release by RAMSEYER. RAMSEYER releases:

- a) All claims for compensation for any services performed in connection with implementation of this Agreement.
 - 12. Release by ASSOCIATION. The ASSOCIATION releases:
- a) All claims to any equestrian easements over the following lots in Phase II of Tract 2706: 65, 66 and 67; 45, 46, 49, 50, 51, 52, 53, 54 and 56.
- b) Claims that any SELECTED HOMEOWNER, EQUESTRIAN PLAINTIFF, or any other person a party to this Agreement has

previously interfered with, injured or trespassed over any equestrian easement.

- c) Claims for damages against any other party to this Agreement on its cross-complaint, based on any event, matter, or controversy the subject of the said cross-complaint or this litigation.
- inducement to enter into this Agreement, SELECTED HOMEOWNERS hereby assign and transfer to ASSOCIATION all rights, title and interest in those claims, including attorney fees and costs, embodied in the Action filed by SELECTED HOMEOWNERS against GRIFFIN, its agent and employees. SELECTED HOMEOWNERS will execute substitution of attorney forms and other documents necessary to permit the prosecution of the claim by ASSOCIATION or its designated representatives. In making this assignment, it is further understood that ASSOCIATION assumes no obligation to pursue the assigned claim.
- 14. <u>Waiver</u>. This agreement constitutes a general release of the released matters. Each party hereto expressly waives any rights or benefits available under California Civil Code section 1542 to the extent such section may apply to this agreement, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

15. Acknowledgement Of ASSOCIATION'S Continued Easements.
Absence of EQUESTRIAN PLAINTIFFS Interests Therein and Related
Matters. The parties specifically acknowledge:

- a) The ASSOCIATION owns additional equestrian and related easements within Tract 2706 which are not depicted or otherwise illustrated by easement strips one, two and three. The ASSOCIATION'S interests therein shall not be abated, diminished or reduced in any manner by this Agreement.
- b) The ASSOCIATION'S remaining easements shall remain and are private. They are not public as PLAINTIFF EQUESTRIANS have contended in this litigation.
- c) Following the conveyances required by this
 Agreement, neither the ASSOCIATION, the PLAINTIFF EQUESTRIANS nor
 the PARK DISTRICT will own or claim any equestrian easements over
 any part of SELECTED HOMEOWNERS! lots within Tract 2706.
- d) Any member of the PLAINTIFF EQUESTRIANS who is also a member of the ASSOCIATION, including but not limited to DIAMOND, acknowledges that he has by this Agreement waived or

released any claim or right to enforcing not only his own, but any ASSOCIATION equestrian easement claims over the lots of the SELECTED HOMEOWNERS. The rights of any member of the ASSOCIATION who is a party to this litigation to use or enjoy ASSOCIATION easements shall remain intact except as expressly altered by this Agreement.

- 16. Location and Description of Strips Four and Five.

 Strips four and five shall be twelve (12) feet wide, unless the topography requires less and generally situated as illustrated by the attached exhibits. The specific locations of each have not been determined, but will be in conjunction with the survey previously referenced by reasonable application of the following principles:
- a) Each strip will be located on or border the Tract 2706 boundary line.
- b) To the extent permitted by topography and the considerations following, strips shall be located so to cause the least damage barranca walls or the toe of those walls. Each will be located to take advantage of the natural topography and for the purpose of maintaining the integrity of the barranca and surrounding environs.

The parties will act in good faith, in consideration with

the listed adjoining landowners to achieve an equitable and consensual arrangement under the circumstances, taking into account the foregoing criteria. All unresolved disputes will be resolved by any judge of the Ventura County Superior Court designated by its presiding judge.

- deposit and recordation of the documents required by this
 Agreement, the Court shall enter judgment approving this
 Agreement and adopting the provisions hereof, the parties having
 separately discussed and agreed upon a form of judgment. The
 parties agree, and judgment shall also provide, that this Court
 will maintain continuing jurisdiction as necessary to implement
 the remaining portions of this Agreement. Any disputes will be
 submitted to the presiding judge of the Ventura County Superior
 Court for disposition in the discretion of that judge, or such
 other judge of that Court as the presiding judge shall appoint.
- 18. Final Settlement. The parties understand and agree that with the exception of issues expressly reserved or excepted that this settlement and release shall act as a release of future claims that may arise from the issues resolved thereby, whether such claims are currently known, unknown, foreseen, unforeseen, disputed or not disputed. The parties understand and acknowledge the significance and consequences of the specific waiver of Section 1542 described

above and hereby assume full responsibility for any risk, injury, loss, damage or liability not excepted that may hereafter be incurred by reason of or related to the matters released hereby.

Each party fully understands that if the facts in respect to which this settlement agreement and release are executed are found hereafter to be different from facts now believed to be true that this agreement will remain effective. Each party expressly accepts and assumes the risk of such possible difference and agrees that this settlement agreement and mutual release shall remain effective, notwithstanding such differences.

19. No Admission. This agreement is the compromise of disputed claims and fully and finally settles all claims between the parties stemming from any and all dealings, contracts or transactions between them from the beginning of time, and to buy peace and to prevent any further involvement in dispute. Neither the payment of any consideration hereunder nor anything contained in this agreement shall be interpreted or construed to be an admission on the part of, or to the prejudice of any person or party named herein. Except for the obligations created by this document, each party or person hereto expressly denies any and all liability associated with or related to the said claims.

- 20. Failure Of Mitchell To Participate. If MITCHELL fails to participate in execution of this Agreement it shall nevertheless become binding and shall be construed as though MITCHELL was never intended to be a party thereto. All releases and benefits otherwise accruing in MITCHELL'S favor under this Agreement will on such failure be deemed void.
- Agreement. No party to this Agreement has any intention of taking any direct or indirect action interfering with or defeating the objectives of this Agreement, including without limitation, the creation and operation of a public equestrian trail system on the terms and as otherwise described herein. Neither the ASSOCIATION nor the SELECTED HOMEOWNERS object to the continued operation of an equestrian park on lot 57, subject to proper supervision and maintenance directed by the PARK DISTRICT.
- 22. No Inducement. Each party individually and collectively declares and represents that no promises, inducements, or other agreements not expressly contained herein have been made and that this Agreement, and all other documents referenced herein, contain the entire agreement between the parties.
 - 23. Binding Effect. This settlement agreement and

mutual release shall inure to the benefit of all successors, subsidiaries, affiliates, representatives, assigns, agents, officers, directors, employees, and personal representatives of each party.

- 24. <u>Further Documents</u>. Each party hereto agrees to execute and deliver such other additional documents as may be required to effectuate each of the terms of this agreement.
- 25. Representation. Each party warrants and acknowledges that it has conferred with and has been represented by counsel of its own selection with respect to this settlement agreement and release and all matters covered by or related to its subject. Plaintiffs LAS POSAS EQUESTRIAN COMMITTEE, an Unincorporated Association on behalf of its members, LAS POSAS RANCHEROS, a nonprofit California corporation, DAVID ANDERSON, an Individual and on behalf of the general public, ROBERT W. SCHROEDER, an Individual, and LEONARD DIAMOND, an Individual, have been represented by Mary Schroeder of Cohen, England & Whitfield; SCHUMAKERS, TANITAS, HENDRICKSONS, MacALISTERS, REYNOLDS, and DALAS, have been represented by Michael W. Case of Ferguson, Case, Orr, Paterson & Cunningham; LAS POSAS HILLS OWNERS ASSOCIATION, has been represented by Joe Henderson, of Henderson & Wohlgemuth; THE MITCHELL COMPANY and ROBERT BOSWELL have been represented by Gary S. Myers, Sr.; PLEASANT VALLEY RECREATION AND PARK DISTRICT has been represented by Thomas A. Freiberg, Jr., of Richards,

Watson & Gershon and Gordon Lindeen; and the SASAKIS were represented by John R. Webster of Hathaway, Perrett, Webster, Powers & Chrisman, during a portion of the negotiations, but are now acting in propria persona. RAMSEYER has appeared in propria persona.

- 26. No Modification. This Agreement and the documents referenced herein set forth the entire agreement between the parties and may not be altered, amended, or modified in any respect, except by a writing duly executed by the party to be charged. All earlier understandings, oral agreements and writings other than those specifically referred to herein, are expressly superseded hereby and are of no further force or effect.
- 27. Attorney Fees. In the event any other action, arbitration or litigation is brought to enforce any provision of this agreement, the prevailing party shall be entitled to recover from the other its reasonable attorney fees and costs.
- 28. Applicable Law. This agreement shall be construed in accordance and governed by the laws of the State of California.
- 29. <u>Construction of Agreement</u>. For the purposes of construction, this agreement shall be deemed to have been drafted by all parties, and no ambiguity shall be construed against any

party by virtue of participation in the drafting of this agreement.

- 30. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall constitute one and the same agreement.
- 31. Number and Gender. Headings are used herein for convenience only and shall have no force or effect in the interpretation or construction of this agreement. As used in this agreement, the singular shall include the plural, and masculine shall include the feminine and neuter genders.
- 32. Warranty of Authorization. Each person signing this Agreement in behalf of any party warrants and covenants that he or she is authorized to do so.

DATED: May 34, 1992

LAS POSAS EQUESTRIAN COMMITTEE, An Unincorporated Association

By Brenda Lee Morgan

DATED: May <u>24</u>, 1992

LAS POSAS RANCHEROS, A California Non-Profit Corporation

President

DATED:	May 24, 19	92
		By Goberta Can Dimetich Secretary
DATED:	May <u>23</u> , 19	1
DATED:	May 20 199	ROBERT W. SCHROEDER
DATED:	May 23, 199	
* *	May 21, 199	
DATED:	May <u>2/</u> , 199	- Comme
DATED:	May 21, 199	RICHARD G. TANITA
DATED:	May <u>21</u> , 199	•
DATED:	May, 199	RENNETH M.5 HENDRICKSON
DATED:	May, 199;	MARIAN HENDRICKSON
DATED:	May <u>¼</u> , 1992	ROBERT S. MACALISTER

DATED:	May 2 , 1992	CATHERINE V. MACALISTER
DATED:	May <u>/5</u> , 1992	DENNIS E. REYNOLDS
DATED:	May 15, 1992	Sus Augulos SUSAN REYNOLDS
DATED:	May <u>2/</u> , 1992	Zeltan Dala
DATED:	May <u>2/</u> , 1992	Sarolta A. DALA
DATED:	May <u>//</u> , 1992	LAS POSAS HILLS OWNERS ASSOCIATION
DATED:	May // , 1992	By President By Secretary
DATED:	May, 1992	THE MITCHELL COMPANY
**	· ·	ByPresident
DATED:	May, 1992	BySecretary
DATED:	May, 1992	ROBERT BOSWELL

DATED: May 20, 1992

PLEASANT VALLEY RECREATION AND PARK DISTRICT

By Jan S. Sasperino, Chairman of

its Board of Directors

, 1992

RAMSEYER & ASSOCIATES

EDDIE RAMSEYER, President

DATED: -May +, 1992

EDDIE RAMSEYER

APPROVED AS TO FORM AND CONTENT:

DATED: May 26, 1992

COHEN, ENGLAND & WHITFIELD

MARY SCHROEDER, Attorneys for Plaintiffs and Cross-Defendants

LAS POSAS EQUESTRIAN COMMITTEE, an Unincorporated Association on behalf of its members, LAS POSAS RANCHEROS, a non-profit California corporation, DAVID ANDERSON, an Individual and on behalf of the general public, ROBERT SCHROEDER, an Individual, and LEONARD DIAMOND, an Individual

DATED: May ___, 1992

FERGUSON, CASE, ORR, PATERSON & CUNNINGHAM

By

MICHAEL W. CASE, Attorneys for Defendants and Cross-Complainants SCHUMAKERS, TANITAS, REYNOLDS, HENDRICKSONS, MacALISTERS, and DALAS

DATED: May //, 1992

HENDERSON & WOHLGEMUTH

Ву

JOE HENDERSON, Attorneys for Defendant and Cross-Complainant LAS POSAS HILLS OWNERS ASSOCIATION

June 3, 1992

RICHARDS, WATSON & GERSHON

THOMAS R: FREIBERG, JR.,
Attorneys for Defendant and

Cross-Defendant PLEASANT VALLEY RECREATION AND PARK DISTRICT

DATED: May ___, 1992

GORDON R. LINDEEN, Attorney for Defendant and Cross-Defendant PLEASANT VALLEY RECREATION AND

PARK DISTRICT

DATED: May ___, 1992

GARY S. MYERS, SR., Attorney for Defendant and Cross-Defendant THE MITCHELL COMPANY and ROBERT BOSWELL

DATED: May 4-, 1992

RAMSEYER & ASSOCIATES

The Marie Marie

EDDIE RAMSEYER, President

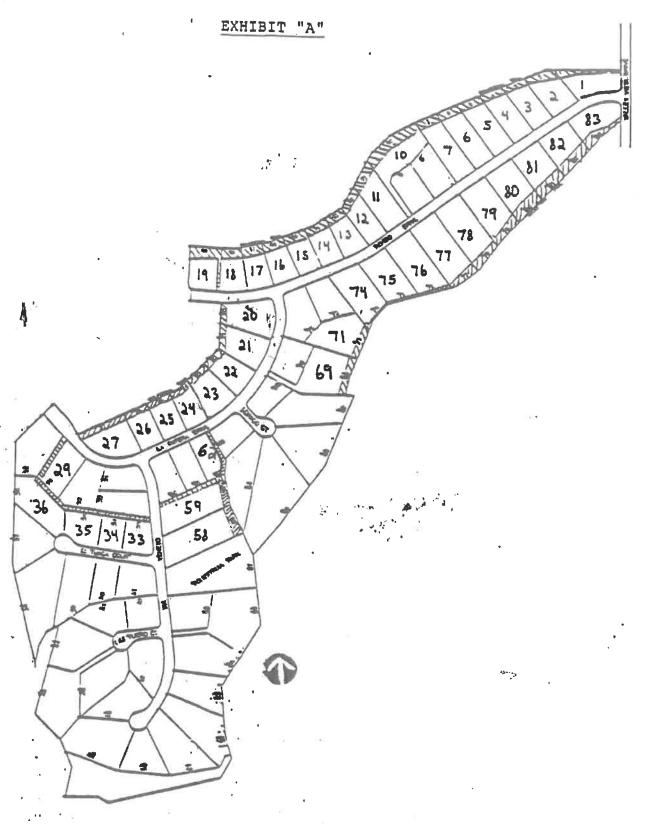
DATED: May

EDDIE RAMSEYER, In Propria

Persona 🕟

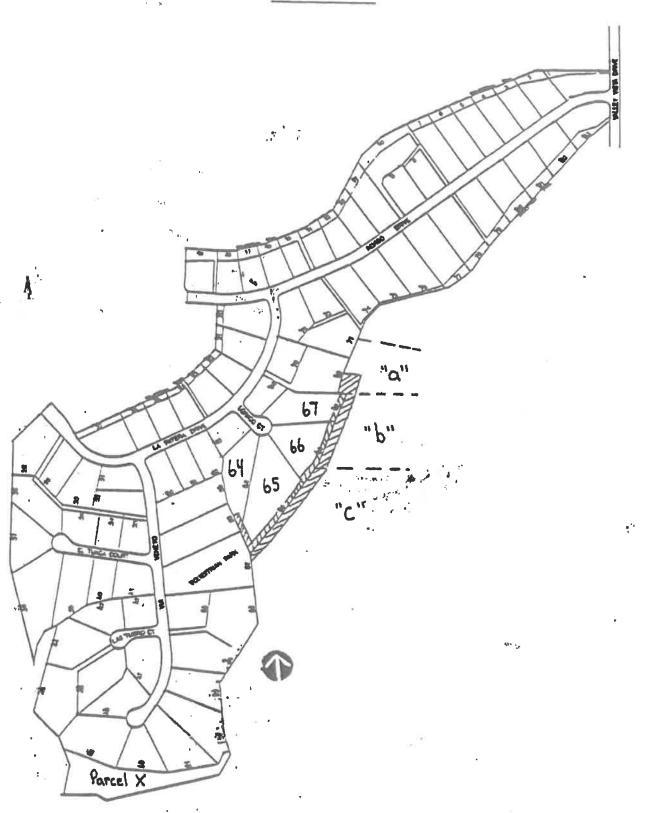
m22177m.red wp\mwc

DATED:	May, 1992	
		CATHERINE V. MacALISTER
DATED:	May, 1992	
		DENNIS E. REYNOLDS
DATED:	May, 1992	
	- -	8
	4.	SUSAN REYNOLDS
DATED:	May, 1992	
	•	
	_	ZOLTAN DALA
DATED:	May, 1992	P &
A		SAROLTA A. DALA
		A. DALA
DATED:	May, 1992	
		LAS POSAS HILLS OWNERS ASSOCIATION
		MILES OWNERS ASSOCIATION
		By
<i>*</i>		President
DATED.	Mare . 1000	
220.	May, 1992	Dec and A A A A
•		BySecretary
		, . Secretary
	7.5	
DATED:	May 🖄, 1992	7
		THE MATCHERL COMPANY
**		Oh nolle
		By feel fill til (1/1)
		President
DATED: N	fa	/
Serres. P.	lay, 1992	Ву
		Secretary Secretary
	1.40	pecterary
DATED: M	ay <u>18</u> , 1992	
		PORTON POSUFOU



Page 1 of 1

EXHIBIT "_A_"
PAGE ___ OF___



Page 1 of 2

EXHIBIT "_B_"
PAGE __ OF 2

EXHIBIT "B" Affected Lots/Present Owners

STRIP 4:

Lot 64: George and Cheri Burk

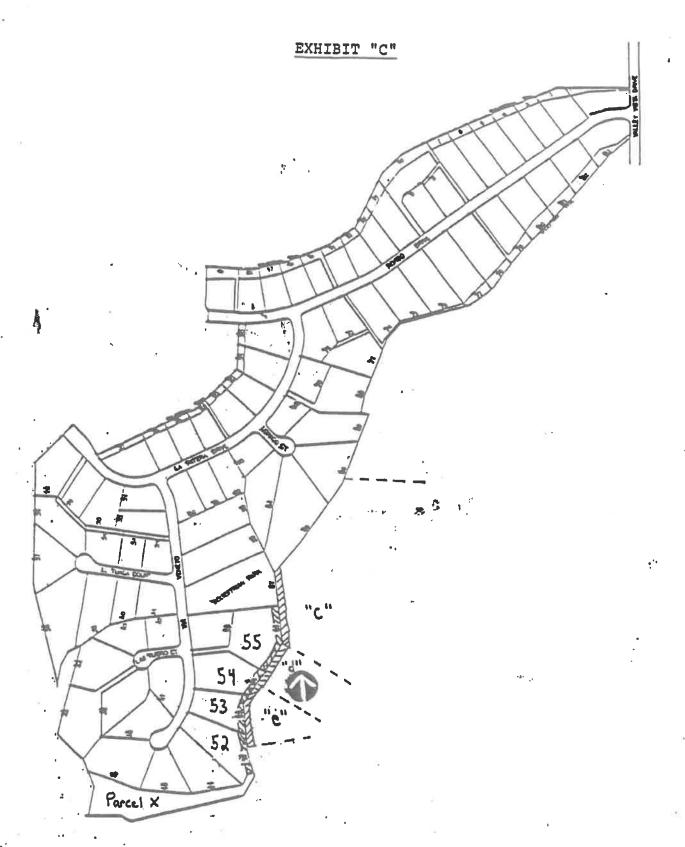
Lot 65: Dennis and Susan Reynolds Lot 66: Robert & Catherine MacAlister Lot 67: Zoltan & Sarota Dala

Parcel "a": Stan Pajka

Parcel "b": Mr. Garcia
Parcel "c": Mr. Glen Churchman

Page 2 of 2

EXHIBIT "_ PAGE 2 OF 2



Page 1 of 2

PAGE | OF 2

EXHIBIT "C" Affected Lots/Present Owners

STRIP 5:

Lot 52: Henry Y. and Betty M. Sasaki Lot 53: Salvador and Soledad Plascencia Lot 54: David G. and Karen J. Schumaker Lot 55: Billy and Wilma Kilby

Parcel "c": Glenn Churchman

Parcel "d": Gordon Craig Adams and Tracey W. Adams, Co-Trustees of the Adams Family 1989

Parcel "e": Rose Marie Elliott

200 g & 1

Page 2 of 2

EXHIBIT "D"

Recording Requested By And When Recorded Mail To:

Pleasant Valley Recreation and Park District 1605 East Burnley Street Camarillo, California 93010

GRANT OF LICENSE FOR EQUESTRIAN RECREATIONAL TRAILS

For a valuable consideration, receipt of which is hereby addrowledged, the LAS POSAS HILLS OWNERS ASSOCIATION, a California non-profit corporation, hereinafter referred to as "Las Posas", hereby grants to the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as "Park District" an irrevocable license to use the real property hereinafter described for public equestrian recreational trail purposes in accordance with the terms of this instrument for a period of thirty (30) years following the date of this instrument, and thereafter for successive increments of five (5) years each unless and until either Las Posas or Park District records a Termination of this License and gives written notice of that termination to the other party.

The real property which is the subject of this instrument and over which the Park District shall have rights pursuant to this instrument is located within Tract No. 2706 in the County of Ventura, State of California, as per map recorded in Book 84 at Pages 50 to 54 inclusive of Maps in the office of the County Recorder of said Ventura County. The specific portions of said Tract 2706 over which the Park District shall have rights pursuant to this instrument shall consist of those portions of said Tract 2706 over which Las Posas has easement rights which pass over Lots 1 through 7 Lots 10 through 27, Lot 29, Lots 33 through 36, Lot 58, Lot 59, Lot 62, Lot 69, Lot 71, and Lots 74 through 83. The portion of said property which may be used by the Park District pursuant to this instrument shall generally consist of a strip of land 12 feet in width located on the portion of said easements which has historically been used for trail purposes, together with such other portions of the easement areas as may be required for proper use and maintenance of the trails.

Las Posas grants to the Park District the right to use the real property described above for public equestrian recreational trail purposes including, but not limited to, the right to permit members of the public to use said trails for riding horses and similar equine enimals. The rights granted to the Park District by this instrument shall not include the right to permit use of the easement areas owned by Las Posas for the driving of motor vehicles of any type, including, but not limited to motor bikes, motorcycles, all terrain vehicles, and off road vehicles, except that the Park District and Las Posas shall have the right to drive maintenance vehicles onto the property for use in their maintenance of the trails as bareinafter provided.

Although it is anticipated that Las Posas shall maintain the ; sasement areas and the trail system, Las Posas grants to the Park

EXHIBIT "____"
PAGE | OF 2

District the right to perform such maintenance as the Park District deems necessary to maintain the trail system in a safe and easily usable condition, including, but not limited to, the right to ramove brush, branches, trash, and debris from the trails and the right to repair erosion and rodent damage to the trails.

Las Posas further grants to the Park District the right to establish reasonable ordinances, rules, and regulations to govern the conduct of persons and entities using the trail system provided for in this instrument pursuant to the rights granted to the Park District by this instrument. Further, Las Posas grants to the Park District the right to enforce those ordinances, rules, and regulations on the real property on which Las Posas holds easements.

In Witness Whereof, the Las Posas Hills Owners Association has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its president and secretary thereunto, duly authorized.

Dated: Tehruny 28 198

LAS POSAS HILLS OWNERS ASSOCIATION, A CALIFORNIA NON-PROFIT CORPORATION

President

Secretary

STATE OF CALIFORNIA

COUNTY OF VENTURA

58.

On Francis 28 1991, before the undersigned, a Notary Public in and for said State, personally appeared Sames A. C. c. personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as president, and Jacis S. Shericken personally known to me or proved to me on the basis of satisfactory evidenom to be the person who executed the within instrument as the secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature Shane Shalf Wotary Public -/ State of California My ocumisaion expires





EXHIBIT "____"
PAGE _2 OF 2

1

CHRIS C. HAMER, ESQ. 1 FERGUSON, CASE, ORR, PATERSON & CUNNINGHAM 1050 South Kimball Road 2 Ventura, California 93004 (805) 659-6800 3 4 5 6 7 8 LAS POSAS EQUESTRIAN COMMITTEE,) 9 an Unincorporated Association 19 on behalf of its members; LAS POSAS RANCHEROS, a non-profit 11 California corporation; DAVID ANDERSON, an Individual and on) behalf of the general public; 12 ROBERT W. SCHRÖEDER, an indi-13 vidual; and LEONARD DIAMOND, an Individual, 14 Petitioners and Plaintiffs, 15 vs. 16 PLEASANT VALLEY RECREATION AND 17 PARK DISTRICT, a political entity; et al., 18 Respondents and Defendants. 19 20 DAVID G. SCHUMAKER; KAREN J. SCHUMAKER; RICHARD G. TANITA; 21 EDNA O. TANITA; KENNETH H. HENDRICKSON, MARIAN HENDRICK-22 SON, Trustees; ROBERT S. MacALISTER, CATHERINE V.
MacALISTER, Trustees; DENNIS E. 23 REYNOLDS; SUSAN REYNOLDS; ZOL-24 TAN DALA AND SAROLTA A. DALA, 25 Cross-Complainants, 26

JUL 13 1992

SHEILA GONZALEZ, Superior Court Executive Officer and Clerk

__, Depuh

Attorneys for Defendants and Cross-Complainants SCHUMAKER, TANITA, HENDRICKSON, MacALISTER, REYNOLDS AND DALA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

VS.

27

28

LOS POSAS EQUESTRIAN COMMITTEE,) an Unincorporated Association on behalf of its members; LAS

Case No. 96404

JUDGMENT BY COURT AFTER DEFAULT

8 B Date: July 13, 1992 Time: 8:30 a.m. Courtroom: 31

·s. ,

POSAS RANCHEROS, a non-profit California corporation; DAVID ANDERSON, an Individual and on) behalf of the general public; ROBERT W. SCHROEDER, an indivi-) dual; and LEONARD DIAMOND, an Individual; GRIFFIN DEVELOPMENT) CO., a corporation, now GRIFFIN HOMES, a corporation; FRONTIER ENTERPRISES, INC., a California corporation; ROBERT G. BOSWELL, an individual; MITCHELL COMPANY, INC., a corporation, sometimes doing business as THE MITCHELL COMPANY; PLEASANT VALLEY RECREATION AND PARK DISTRICT, a) political entity; all persons unknown claiming any legal or equitable right, title, estate,) lien or interest in or to equestrian or related easements) described in the crosscomplaint adverse to crosscomplainants, named as DOES 501) through 750, inclusive, and DOES 751 through 950, Inclusive, Cross-Defendants.

1

2

3

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

This matter came on for hearing before the Honorable Barbara A. Lane in Courtroom 31 of the above-entitled Court on July 13, 1992. Chris C. Hamer of Ferguson, Case, Orr, Paterson & Cunningham appeared on behalf of defendants and cross-complainants DAVID G. SCHUMAKER and KAREN J. SCHUMAKER ("SCHUMAKER"); RICHARD G. TANITA and EDNA O TANITA ("TANITA"); KENNETH H. HENDRICKSON and MARIAN HENDRICKSON as Trustees of the HENDRICKSON Family Trust dated 12/03/79 ("HENDRICKSON"); ROBERT S. MacALISTER and CATHERINE V. MacALISTER as Trustees of the ROBERT S. MacALISTER and CATHERINE V. MacALISTER Trust dated November 20, 1985 ("MacALISTER"); DENNIS E. REYNOLDS and SUSAN K. REYNOLDS ("REYNOLDS"); ZOLTAN DALA and SAROLTA A. DALA ("DALA").

It appearing that cross-defendants DOES 501 through 850 have been regularly served with process by publication in accordance with the law, have failed to appear and answer the cross-complainants First Amended Cross-Complaint filed herein and evidence has been introduced in support of the cross-complaint which has been considered by the Court,

IT IS THEREFORE ORDERED that:

1. The following parties are the sole owners of the following described real property and all persons unknown claiming any legal or equitable right, title, estate, lien or interest in or to the equestrian or related easements over the following described real property adverse to said cross-complainant, named as cross-defendant DOES 501 through 850, inclusive, in the within lawsuit have no right, title, estate, interest, or lien, whatsoever, in the following described real property:

Parties Real Property

a. HENDRICKSON

Lot 49 of Tract 2706 as per Map recorded in Book 84, Pages 50-53, inclusive, in the office of the County Recorder of Ventura County, State of California, commonly known as 1907 Via Veneto Drive, Camarillo, California 93010.

b. TANITA

Lot 51 of Tract 2706 as per Map recorded in Book 84, Pages 50-53, inclusive, in the office of the County Recorder of Ventura County, State of California, commonly known as 1918 Via Veneto Drive, Camarillo, California 93010.

C. SCHUMAKER

Lot 54 of Tract 2706 as per Map recorded in Book 84, Pages 50-53, inclusive, in the office of the County Recorder of Ventura County, State of California, commonly known as 1930 Via Veneto Drive, Camarillo, California 93010.

d. DALA

27

28

Lot 67 of Tract 2706 as per Map recorded in Book 84, Pages 50-53, inclusive, in

/////

/////

the office of the County Recorder of Ventura County, State of California, commonly known as 76 Lopaco Court, Camarillo, California 93010.

e. MacALISTER

Lot 66 of Tract 2706 as per Map recorded in Book 84, Pages 50-53, inclusive, in the office of the County Recorder of Ventura County, State of California, commonly known as 78 Lopaco Court, Camarillo, California 93010.

f. REYNOLDS

Lot 65 of Tract 2706 as per Map recorded in Book 84, Page 50 of Maps, in the office of the County Recorder of Ventura County, State of California, commonly known as 80 Lopaco Court, Camarillo, California 93010.

- 2. All persons unknown claiming any legal or equitable right, title, estate, lien or interest in or to the equestrian or related easements in the above-described real property adverse to the above-described cross-complainants, named in the above-referenced cross-complaint as DOES 501 through 850, inclusive, have no right, title, interest or lien of any kind in the above-described real property.
- 3. The above-described cross-defendants and their agents, representatives and employees are hereby restrained from using the properties of HENDRICKSON, TANITA, SCHUMAKER, DALA, REYNOLDS or MacALISTER (collectively "Cross-Complainants") for equestrian or related uses or from otherwise using in any manner the alleged trails and/or easements alleged in the complaint herein, except as permitted and provided in the written settlement agreement entered between the other parties to this lawsuit.

4. Cross-complainants and the DOE cross-defendants shall bear their own attorneys' fees and costs. JUDGE OF THE SUPERIOR COURT DATED: JUL 13 1992 C25605

RECORDING REQUESTED BY CONTINENTAL LAWYERS TITE 5-bi Recording Requested By And When Recorded Mail To:

Pleasant Valley Recreation and Park District 1605 East Burnley Street Camarillo, California 93010

. .

3

93-051407

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder

8:00am 24-Mar-93 :

VCOA EE 3

: Rec Fee

A.R.

LICENCE AGREEMENT

GRANT OF LICENSE FOR EQUESTRIAN RECREATIONAL TRAILS

For a Valuable consideration, receipt of which is hereby acknowledged, the LAS POSAS HILLS OWNERS ASSOCIATION, a California non-profit corporation, hereinafter referred to as "Las Posas", hereby grants to the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as "Park District" an irrevocable license to use the real property hereinafter described for public equestrian recreational trail purposes in accordance with the terms of this instrument for a period of thirty (30) years following the date of this instrument, and thereafter for successive increments of five (5) years each unless and until either Las Posas or Park District records a Termination of this License and gives written notice of that termination to the other party.

The real property which is the subject of this instrument and over which the Park District shall have rights pursuant to this instrument is located within Tract No. 2706 in the County of Ventura, State of California, as per map recorded in Book 84 at Pages 50 to 54 inclusive of Maps in the office of the County Recorder of said Ventura County. The specific portions of said Tract 2706 over which the Park District shall have rights pursuant to this instrument shall consist of those portions of said Tract 2706 over which Las Posas has easement rights which pass over Lots 1 through 7, Lots 20 through 27, Lot 29, Lots 33 through 36, Lot 58, Lot 59, Lot 62; Lot 69, Lot 71, and Lots 74 through 83. The portion of said property which may be used by the Park District pursuant to this instrument shall generally consist of a strip of land 12 feet in width located on the portion of said easements which has historically been used for trail purposes, together with such other portions of the easement areas as may be required for proper use and maintenance of the

Las Posas grants to the Park District the right to use the real property described above for public equestrian recreational trail purposes including, but not limited to, the right to permit members of the public to use said trails for riding horses and similar equine animals. The rights granted to the Park District by this instrument shall not include the right to permit use of the easement areas owned by Las Posas for the driving of motor vehicles of any type, including, but not limited to motor bikes, motorcycles, all terrain vehicles, and off road vehicles, except that the Park District and Las Posas shall have the right to drive maintenance vehicles onto the property for use in their maintenance of the trails as hereinafter provided.

Although it is anticipated that Las Posas shall maintain the easement areas and the trail system, Las Posas grants to the Park

District the right to perform such maintenance as the Park District deems necessary to maintain the trail system in a safe and easily usable condition, including, but not limited to, the right to remove brush, branches, trash, and debris from the trails and the right to repair erosion and rodent damage to the trails.

Las Posas further grants to the Park District the right to establish reasonable ordinances, rules, and regulations to govern the conduct of persons and entities using the trail system provided for in this instrument pursuant to the rights granted to the Park District by this instrument. Further, Las Posas grants to the Park District the right to enforce those ordinances, rules, and regulations on the real property on which Las Posas holds easements.

In Witness Whereof, the Las Posas Hills Owners Association has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its president and secretary thereunto, duly authorized.

Dated: February 28 198

LAS POSAS HILLS OWNERS ASSOCIATION, A CALIFORNIA NON-PROFIT CORPORATION

By President

By Secretary

STATE OF CALIFORNIA

* 1

COUNTY OF VENTURA

On February 28 1992 , before me the undersigned, a Notary Public in and for said State, personally, appeared James A Rec. personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as president, and Sanis 5. Sherick n personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

ES.

WITNESS my hand and official seal.

Signature Notary Public - State of California
My commission expires

This document filed for record by Continental Lawyers
Title Company as an accommodation only. It has
not been examined as to its execution or as to its
effect upon the title.



OFFICIAL NOTARY SEAL STEPHANIE L. WALL Notary Pribbs -- California VEN 'UAA COUNTY WY CHROLE SED -- MAY 19,1995

OFFICIAL NATURE OF NATURE

OFFICIAL NOTARY SEAL
ST. STAR NALL
NORM STAR SHIRTING
VENTURA COUNTY
My CORN Exp. MAY 19,1995

7

PLEASANT VALLEY RECREATION AND PARK DISTRICT RESOLUTION NO. ___308

RESOLUTION ACCEPTING GRANT OF LICENSE FOR EQUESTRIAN RECREATIONAL TRAILS FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Sattlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system The Las Posas Hills Owners Association, a California non-profit corporation, has executed and delivered to the District a Grant of License For Equestrian Recreational Trails, dated February 28, 1992, granting to the District a license to use portions of Tract No. 2706, and said Grant of License has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of License For Equestrian Recreational Trails presented to the Board of Directors of the Pleasant Valley Recreation and Park District by The Las Posas Hills Owners Association, a California non-profit corporation, granting to the District a license to use portions of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of License, dated February 28, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 308 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14 , 1993. This certification is given on March 15 , 1993 at Camarillo, Ventura County, California.

Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

1

3

RECORDING REQUESTED BY CONTINENTAL LAWYERS TITLE-81

When Recorded Mail To:

93-047670

: Rec Fee A.R.

.00

Pleasant Valley Recreation and Park District 1605 East Burnley Camarillo, CA 93010

Recorded Official Records : County of Ventura Richard D. Dean

VCOA

Recorder 8:00am 17-Mar-93 !

FF

4925945

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement has no apparent value. No other consideration was received by any party.)

As a charitable contribution to a governmental entity, GORDON CRAIG ADAMS and TRACY W. ADAMS, Co-Trustees of the Adams Family 1989 Revocable Trust dated January 26, 1990 (hereinafter collectively referred to as "Grantor") hereby grants to the Pleasant Valley Recreation and Park District (the "Park District") for thirty (30) years following the date of the recordation of this instrument, at which time this easement will automatically expire, an easement over the real property described as:

That portion of Lot 2 of Tract No. 3277 in the County of Ventura, State of California as shown on a map recorded in book 88, pages 22 and 23 of miscellaneous records (maps) in the office of the county recorder of said county described as follows:

Beginning at the most westerly corner of said Lot 2, at the northwesterly terminus of that line shown on said map as having a bearing and distance of north 41°31'27" west, 207.61 feet; thence along said line

South 41°31'40" east, 17.26 feet; thence leaving said line

North 42°42'41" east, 30.47 feet; thence

North 51°48'21" east, 30.61 feet; thence

4th: North 50°51'36" east, 126.69 feet; thence

5th: North 38°48'37" east, 29.67 feet to a point in the northeasterly line of said Lot 2 distant along said northeasterly line 12.66 feet from the most northerly corner of said Lot 2; thence along said northeasterly line

6th: North 31°30'06" west, 12.66 feet to said most northerly corner of said Lot 2; thence along the north-westerly boundary of said Lot 2 the following two courses

7th: South 51°55'47" west, 57.95 feet; thence 8th: South 48°35'09" west, 161.06 feet to the point of beginning.

- 2. The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena.
- 3. The Easement granted herein is *for 'public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.
- 5. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.

Executed on	111/92 at OKNARD.
Ventura County, California.	The Adams Lamin, 1989 Routerble The
	Track of the said of the
GOR	RDON CRAIG ADAMS, Co-Trustee
,* 	Day W. Cler
TRA	CY W. ADAMS, Co-Trustee
	"Grantor"

STATE OF CALIFORNIA

On December 11, 1992, 1992, before me, personally appeared GORDON CRAIG ADAMS and TRACY W. ADAMS, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons executed the instrument.

WITNESS my hand and official seal.

OFFICIAL NOTARY SEAL
DIÁNA J. SLAGOWSKI
Notary Public — California
VENTUÑA COUNTY
My Comm. Expires JUN 16,1995

C25668

Notary Public

PLEASANT VALLEY RECREATION AND PARK DISTRICT RESOLUTION NO. 296

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Gordon Craig Adams and Tracy W. Adams, Co-Trustees of the Adams Family 1989 Revocable Trust dated January 26, 1990, have executed and delivered to the District a Grant of Easement, dated December 11, 1992, conveying to the District an easement over a portion of Lot No. 2 of Tract No. 3277, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Gordon Craig Adams and Tracy W. Adams, Co-Trustees of the Adams Family 1989 Revocable Trust dated January 26, 1990, conveying to the District an easement over a portion of Lot 2 of Tract No. 3277 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of Easement, dated December 11, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby cartify that the above and foregoing is a full, true and correct copy of Resolution No. 296 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14 , 1993. This certification is given on March 15 , 1993 at Camarillo, Ventura County, California.

Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

T.

PLEASANT VALLEY RECREATION AND PARK DISTRICT RESOLUTION NO. _297_

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Zoltan Dala and Sarolta A. Dala, husband and wife as joint tenants, have executed and delivered to the District a Grant Deed, dated January 31, 1993, conveying to the District a portion of Lot No. 67 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Zoltan Dala and Sarolta A. Dala, husband and wife as joint tenants, conveying to the District a portion of Lot 67 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated January 31, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 297 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14 , 1993. This certification is given on Ventura County, California.

Clerk of the Board of Directors Pleasant Valley Recreation and Park District

Ą

RECORDING REQUESTED BY Order No. CONTINENTAL LAWYERS TITLE-81 Escrow No. Loan No.

WHEN RECORDED MAIL TO:

Pleasant Valley Recreation and Park District 1605 East Burnley Camarillo, CA 93010

93-047671

Rec Fee A.R.

. 00

Recorded Official Records County of Ventura Richard D. Dean Recorder

8:00am 17-Mar-93

VCDA

2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

Pleasant Valley Recreation and Park District 1605 East Burnley Camarillo, CA 93010

4925946

152-0-352-026

...... Computed on the consideration or value of property conveyed; OR

..... Computed on the consideration or value less liens or encumbrances remaining at pine of safe

Signature of Declarant of Agent determining lax --- Firm Name

GRANT DEED

No Documentary Transfer Tax is due as the easement has no apparent value. No othe consideration was received by any party.

AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY ZOLTAN DALA and SAROLTA A. DALA, Husband and Wife, as Joint Tenants hereby GRANT(6) to ... Pleasant Valley Recreation and Park District

the real property in the City of Camarillo County of Ventura

State of California, described as

That portion of Lot 67 of Tract No. 2706 in the County of Ventura, State of California as shown on a map recorded in book 84, pages 50 through 53 inclusive of miscellaneous records (maps) in the office of the county recorder of said county described as follows:

Reginning at the most southerly corner of said Lot 67; thence along the southwesterly line of said Lot 67

lat: North 75°56'07" west, 17.24 feet; thence leaving said southwesterly line

2nd: North 34⁰13'42" east, 38.74 feet; thence

3rd: North 48046145# east, 86.91 feet; thence - ...

North 46°10'21" east, 24.89 feet to the northerly line of said Lot 67; thence along said northerly 4thr

Sth: South $67^{0}13^{1}42^{n}$ east, 4.50 feet to the northeasterly corner of said lot 67; thence along the easterly line of said Lot 67 the following two courses

6th: South 40⁰40'07" west, 102.97 feet: thence

7th: South 39029109" west, 40.02 feet to the point of beginning

Dated Shungary 31,199 STATE OF CAUFORNIA COUNTY OF Ventura On Nowvary 31, 1957 personally appeared Zoltan Dala Sarolta A. Dala

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)ts/are subscribed to the within instrument and acknowledged to me that teststealthey executed the same in histogratheir authorized capacity(les), and that by 2012/6//their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument,

WITNESS my hand and official seal.



(This area for official notarial sent)

: Order No. CONTINENTAL LAWYERS TITLE-81
'- Escrow No.
- Loan No.

WHEN RECORDED MAIL TO:
Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

93-047668 : Rec Fee | A.R. .00 | Recorded | Cfficial Records : County of | Ventura | Richard D. Dean : Recorder | Recorder | S100am 17-Mar-93 | VCCA FF 2

MAIL TAX STATEMENTS TO:

Pleasant Valley Recreation and Park District 1605 East Burnley Camarillo, CA 93010

...... Computed on the consideration or value of property conveyed; OR Computed on the consideration or value less liens or encumbrances remaining at time of sale.

DOCUMENTARY TRANSFER TAX 5 -0-

Signature of Declarant or Agent determining tax — Firm

SPACE ABOVE THIS LINE FOR RECORDER'S USE

4925943

152-0-140-415

GRANT DEED

No Documentary Transfer Tax is due as easement has no apparent value. No other consideration received by any party.

XBNORKMXMETEXXMEDERALIDER MAINTAINE METOLOGICAL CONTRIBUTION TO A GOVERNMENTAL ENTITY,
RICHARD A. ELLIOTT AND ROSE M. ELLIOTT, HUSBAND AND WIFE AS JOINT TENANTS

hereby GRANT(R) to Pieasant Valley Recreation and Park District

the real property in the City of Camarillo, County of Ventura

State of California, described as

That portion of Lot 1 of Tract No. 3277 in the County of Ventura, State of California as shown on a map recorded in book 88, pages 22 and 23 of miscellaneous records (maps) in the office of the county recorder of said county described as follows:

Beginning at the most northerly corner of said Lot 1, at the northeasterly terminus of that line shown on said map as having a bearing and distance of north 48°35'22" east, 130.33 feet; thence along said line

1st: South 48°35'09" west, 111.94 feet; thence leaving said line

2nd: North 71°52'08" east, 58.76 feet; thence

3rd: North 42°42'41" east, 58.30 feet to a point in the northeasterly line of said Lot 1 distant along said northeasterly line 17.26 feet from the point of beginning; thence along said northeasterly line

4th: North 41°31'40" west, 17.26 feet to the point of beginning.

Dated Jan. 1993 RICHARD A. STATE OF CALIFORNIA COUNTY OF VANEUE Jan 1793 ROSE M ELLIOTT personally appeared Richard A. Elliött and Rose M. Elliott personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) \$e/are subscribed to the within CAROLE A. MINKIN Instrument and acknowledged to me that beable/they executed the same in bisitrar/their authorized capacity(les), and that by bisityer/their signa-

the person(e) acted, executed the instrument.

WITNESS my hand and official seal.

Stonature

(I) Sec. (2) 1/2 / 4

ture(s) on the instrument the person(s) or the entity upon behalf of which

COMM. #853517

COMM. #853517

Notary Public California
VENTURA COUNTRY

My comm. expires JAN 20,1996

(This area for official notarial small)

PLEASANT VALLEY RECREATION AND PARK DISTRICT RESOLUTION NO. ___298

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Richard A. Elliott and Rose M. Elliott, husband and wife as joint tenants, have executed and delivered to the District a Grant Deed, dated January 17, 1993, conveying to the District a portion of Lot No. 1 of Tract No. 3277, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Richard A. Elliott and Rose M. Elliott, husband and wife as joint tenants, conveying to the District a portion of Lot 1 of Tract No. 3277 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated January 17, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 298 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on ______ March 16 ______, 1993. This certification is given on ______ March 15 ______, 1993 at Camarillo, Ventura County, California.

Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

RECORDING REQUESTED BY CONTINENTAL LAWYERS TITLE-81 When Recorded Mail To:

and Park District

Camarillo, CA 93010

Pleasant Valley Recreation

Recorded Official Records | County of Ventura Richard D. Dean Recorder

93-047665

VCOA 8:00am 17-Mar-93 : FF

: Rec Fee

! A.R.

.00

6

4925940

152-0-101-035

1605 East Burnley

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement has no apparent value. No other consideration was received by any party.)

As a charitable contribution to a governmental entity, ROGERIO GARCIA and VICTORIA GARCIA (hereinafter collectively referred to as "Grantor") hereby grants to the Pleasant Valley Recreation and Park District (the "Park District") for thirty (30) years following the date of the recordation of this instrument, at which time this easement will automatically expire, an easement over the real property described as:

(SEE EXHIBIT "A" ATTACHED TO THIS GRANT OF EASEMENT FOR LEGAL DESCRIPTION.)

The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena.

- 3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.
- 5. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.

Ventura County, California.

1 3 en

ICTORIA GARCIA

"Grantor"

EXHIBIT A

Those portions of Lot 4 of Rancho Las Posas Estates Unit No. 3, in the County of Ventura, State of California, as shown on a Map recorded in book 19, page 65 of Miscellaneous Records (Maps), in the office of the County Recorder of said County, described as follows:

PARCEL A:

Beginning at the most Westerly corner of said Lot 4; thence along the Southwesterly line of said Lot 4,

1st: South 68° 32' 58" East, 14.43 feet; thence, leaving said Southwesterly line

2nd: North 55° 18' 48" East, 18'.26 feet; thence,

3rd: North 47° 23' 02" East, 11.81 feet; thence,

4th: North 39° 54' 31" East, 28.71 feet; thence,

5th: North 41° 59' 32" East, 55.65 feet; thence,

6th: North 45° 50' 18" East, 25.97 feet; thence,

7th: North 32° 46' 05" East, 96.55 feet to the Northwesterly line of said Lot 4; thence along said Northwesterly line the following two courses,

8th: South 39° 29' 09" West, 180.57 feet; thence,

9th: South 53° 38' 07" West, 60.00 feet to the Point of Beginning.

EXCEPTING the interest in said land excepted in the Deed from Janss Investment Corporation, a Corporation, recorded April 20, 1953, as Document No. 9093, in book 1129, page 100 of Official Records, as follows:

"EXCEPTING AND RESERVING to the Grantor, its Successors and Assigns, an undivided one-half interest in and to all the oil, gas and hydrocarbon substances in, or underlying the real property above described - provided however, the Grantor shall not have the surface right of entry to extract such minerals."

Order No.: 4925940

EXHIBIT A CONTINUED

RESERVING unto Kenneth H. Hess and Eleanor G. Hess, one-fourth interest in and to all the oil, gas and hydrocarbon substances in, or underlying said land, provided however, Kenneth H. Hess and Eleanor G. Hess shall not have the surface right of entry to extract such minerals; such reservation to continue until such time as the Oil and Gas Lease dated April 30, 1953, and recorded July 6, 1953, as Document No. 15810 in book 1143, page 270 of Official Records, shall have expired and terminated at which time sold, Kenneth H. Hess and Eleanor G. Hess agree to quitclaim the said interest to the Grantee herein.

PARCEL B:

Beginning at the most Northerly corner of said Lot 4; thence along the Northeasterly line of said Lot 4, $\frac{1}{100}$

1st: South 67° 13' 42" East, 8.57 feet; thence, leaving said Northeasterly line,

2nd: South 43° 10' 21" West, 30.35 feet; thence,

3rd: South 48° 46' 45" West, 37.17 feet to the Northwesterly line of said Lot 4; thence along said Northwesterly line,

4th: North 40° 40' 07" East, 64.38 feet to the Point of Beginning.

EXCEPTING the interest in said land excepted in the Dead from Janss Investment Corporation, a Corporation, recorded April 20, 1953, as Document No. 9093, in book 1129, page 100 of Official Records, as follows:

"EXCEPTING AND RESERVING to the Grantor, its Successors and Assigns, an undivided one-half interest in and to all the oil, gas and hydrocarbon substances in, or underlying the real property above described - provided however, the Grantor shall not have the surface right of entry to extract such minerals."

RESERVING unto Kenneth H. Hess and Eleanor G. Hess, one-fourth interest in and to all the oil, gas and hydrocarbon substances in, or underlying said land, provided however, Kenneth H. Hess and Eleanor G. Hess shall not have the surface right of entry to extract such minerals; such reservation to continue until such time as the Oil and Gas Lease dated April 30, 1953, and recorded July 6, 1953, as Document No. 15810 in book 1143, page 270 of Official Records, shall have expired and terminated at which time sold, Kenneth H. Hess and Eleanor G. Hess agree to quitclaim the said interest to the Grantee herein.

PLEASANT VALLEY RECREATION AND PARK DISTRICT RESOLUTION NO. 299

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Regeric Garcia and Victoria Garcia have executed and delivered to the District a Grant of Easement, dated February 5, 1993, conveying to the District an easement over a portion of Lot No. 4 of Rancho Las Posas Estates Unit No. 3, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Rogerio Garcia and Victoria Garcia conveying to the District an easement over a portion of Lot 4 of Rancho Las Posas Estates Unit No. 3 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of Easement, dated February 5, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby cartify that the above and foregoing is a full, true and correct copy of Resolution No. 299 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14 , 1993. This certification is given on March 15 , 1993 at Camarillo, Ventura County, California.

Clerk of the Board of Directors Pleasant Valley Recreation and Park District

RECORDING REQUESTED BY CONTINENTAL LAWYERS TITLE-81 When Recorded Mail To:

Pleasant Valley Recreation and Park District 1605 East Burnley Camarillo, CA 93050 73-047667 ;
Recorded :
Official Records :
County of :
Ventura :
Richard D. Dean :
Recorder :
8:00am 17-Mar-93 :

A.R. .00

FF

Rec Fee

VCOA

4925944

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement has no apparent value. No other consideration was received by any party.)

1. As a charitable contribution to a governmental entity, BILLY E. KILBY and WILMA J. KILBY, Husband and Wife as Joint Tenants (hereinafter collectively referred to as "Grantor") hereby grant to the Pleasant Valley Recreation and Park District (the "Park District") for thirty (30) years following the date of the recordation of this instrument, at which time this easement will automatically expire, an easement over the real property described as:

That portion of Lot 55 of Tract No. 2706 in the County of Ventura, State of California, as shown on a map recorded in book 84, pages 50 through 53 inclusive of miscellaneous records (maps) in the office of the county recorder of said county described as follows:

Beginning at the northeast corner of said Lot 55; thence along the easterly line of said Lot 55

1st: South 10°32'03" west, 146.87 feet; thence leaving said easterly line

2nd: North 04°08'53" west, 80.57 feet; thence

3rd: North 19°56'38" east, 59.96 feet; thence

4th: North 06°42'03" east, 9.85 feet to a point in the northerly line of said Lot 55 distant thereon north 79°15'25" west, 11.41 feet from the northeast corner of said Lot 55; thence along said northerly line

5th: South 79°15'24" east, 11.41 feet to the point of beginning

- 2. The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena.
- 3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.
- 4. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.
- 5. If any part of the property interest conveyed to the park district herein ceases to be used for equestrian purposes, the park district shall, on request, reconvey such part or parts to grantors herein, or their successors if they have conveyed their original adjoining property from which the property interest was taken.

Billy E. Kilby

Wilma F. Kilby

"Grantor"

STATE OF CALIFORNIA)

COUNTY OF VENTURA)

on Jaward 14 1993, before me, the undersigned notary public, personally appeared Billy E. Kilby and Wilma J. Kilby, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entities upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

OFFICIAL NOTARY SEAL
CAROLE MARTIN
NOBY PUBLE — California
VENTURA COUNTY
My Comm. Expires MAR 10,1995

Notary Public in and for said County and State

W23297

PLEASANT VALLEY RECREATION AND PARK DISTRICT RESOLUTION NO. 300

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Billy E. Kilby and and Wilma>J.'Kilby, husband and wife as joint tenants, have executed and delivered to the District a Grant of Easement, dated January 14, 1993, conveying to the District an easement over a portion of Lot No. 55 of Tract No. 2706, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Billy E. Kilby and Wilma J. Kilby, husband and wife as joint tenants, conveying to the District an easement over a portion of Lot 55 of Tract No. 2706 in the County of Ventura, State of California, be, and the same January 14, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 100 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14 , 1993. This Certification is given on March 15 , 1993 at Camarillo, Ventura County, California.

Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

.

3

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS	93~047673	Rec Fee		
OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	A.R.	.00	
Pleasant Valley Recre-	Recorded			
sines ation and Park District ADDRESS 1605 East Burnley	Official Records County of	i !		
Camarillo, CA 93010	Ventura	•		
STATE 2P!	Richard D. Dean	•		
	Recorder	1	FF 3	
	6:00am 17-Mar-93	: VCOA	FF 3	
	SPACE ABOVE THIS UP	AE EOD REGIONAL	****	
	WHOSE PROVE INS UP	•		
152 0 352 03 44	Title Order No.	492394	8	
136 0 83 T 032 NIN K	Escrow or Loan No			
	DANK DEED			
	RANT DEED			
THE UNDERSIGNED GRANTOR(s) DECLARE(s)				
DOCUMENTARY TRANSER TA	X is \$ CIT	/ TAX \$		
computed on full value k	ess value of liens or encumbrance	es complaine et	None of colo	
Unincorporated area:	City of	ses remaining at	ilme or sale,	
, die				
BORKARMUNAKERONNOKRAKURKENDONNYANDRIKKRIMBEKERIKARIOODIX AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY,				
ROBERT S. MacALISTER and CATHED	THE U MACATTOMES		.h. 8.h	
o. Macarister and Catherine v.	MacAlister Trust Date	d November	20. 1985	
1101007 (310)11(3)10 .		- 1		
Pleasant Valley Recreation and Park District				
the following described real property in the City of Camarillo				
County of Ventura SI	tate of California:			
SEE EXHIBIT "A" ATTACHED TO THE	6 651W			
FOR LEGAL DESCRIPTION	S GRANT DEED			
	•			
No Documentary Transfer Tax is due as ti consideration was received by any party.	he essement has no apparent	value. No other	er	
consideration was received by any party.				
	•			
	labort 5, "inc	cialistic (~	a curtery	
	V. MacHisk	A 14081		
34	91411	-		
Doted Yourney 10, 1992	9 south,	and les	lus	
	ROBERT S Ma	LISTER Tri	ustee	
STATE OF CAUFORNA COUNTY OFVentura	_	8 7		
on Mosternheer 10 1002-	me the Coatherine	France.		
undenigned, a Notary Public in and for said State, personally or		acalister.	Uhilapov Variance	
ROBERT S. MacALISTER and			- 4 40 500	
CATHERINE V. MacALISTER	÷			
100	money (WE)	OFFICIAL SEAL	many	
known to me (or proved to me on the basis of satisfactory evide	noe) to	MARY F. BARKE	2	
be the perion_8 whose name_8 subscribed to the	WHITE THE PARTY OF	VENTURA COUNTY	. 0	
WiTNESS my hand and official seal	e same.	My Commission Expi February 18, 199		

Mary 7. Barleer

(This area for official notarial seaf

TRACT NO. 2706 - LOT 66

THOSE PORTIONS OF LOT 66 OF TRACT NO. 2706 IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON A MAP RECORDED IN BOOK 84, PAGES SO THROUGH 53 INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

PARCEL A:
BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 66; THENCE
ALONG THE SOUTHWESTERLY LINE OF SAID LOT 66

1ST: NORTH 18°16'58" WEST, 3.50 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE

2ND: NORTH 59°35'04" EAST, 21.30 FEET; THENCE

3RD: NORTH 55°18'48" EAST, 38.37 FEET TO THE SOUTHEASTERLY
LINE OF SAID LOT 66; THENCE ALONG SAID SOUTHEASTERLY
LINE

4TH: SOUTH 53°38'07' WEST, 60.63 FEET TO THE POINT OF BEGINNING.

PARCEL B:

3

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 66; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 66

1ST: NORTH 75°56'07" WEST, 17.24 FEET; THENCE LEAVING SAID NORTHERLY LINE

2ND: SOUTH 34°13'42" WEST, 21.60 FEET; THENCE

3RD: SOUTH 32°46'05" WEST, 108.36 FEET; THENCE

4TH: SOUTH 45°50'18" WEST, 25.00 FEET; THENCE

5TH: SOUTH 41°59'32" WEST, 56.27 FEET; THENCE

6TH: SOUTH 39°54'31" WEST, 29.75 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 66; THENCE ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING TWO COURSES

7TH: NORTH 53°38'07" EAST, 25.97 FEET; THENCE

8TH: NORTH 39°29'09" EAST, 222.33 FEET TO THE POINT OF BEGINNING.

EXHIBIT * A "
PAGE U OF U

PLEASANT VALLEY RECREATION AND PARK DISTRICT RESOLUTION NO. 301

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Robert S. MacAlister and Catherine V. MacAlister, Trustees of the Robert S. MacAlister and Catherine V. MacAlister Trust dated November 20, 1985, have executed and delivered to the District a Grant Deed, dated November 10, 1992, conveying to the District a portion of Lot No. 66 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Robert S. MacAlister and Catherine V. MacAlister, Trustees of the Robert S. MacAlister and Catherine V. MacAlister Trust dated November 20, 1985, conveying to the District a portion of Lot 66 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated November 10, 1992; be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 301 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14 , 1993. This certification is given on March 15 , 1993 at Camarillo, Ventura County, California.

Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

RECORDING REQUESTED BY When Recorded Mail To:

93-047666 Rec Fee

A.R. .00

Pleasant Valley Recreation and Park District 1605 East Burnley Camarillo, CA 93010

Recorded Official Records County of Ventura Richard D. Dean

Recorder 8:00am 17-Mar-93 :

VCOA FF

4925941

152-0-101-085

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement has no apparent value. No other consideration was received by any party.)

As a charitable contribution to a governmental entity, STANLEY J. PAJKA and ELIZABETH PAJKA (hereinafter collectively referred to as "Grantor") hereby grants to the Pleasant Valley Recreation and Park District (the "Park District") for thirty (30) years following the date of the recordation of this instrument, at which time this easement will automatically expire, an easement over the real property described as:

That portion of Lot 1 of Tract No. 1515-1 in the County of Ventura, State of California as shown on a map recorded in Book 43, Page 78 of Miscellaneous Records (Maps) in the Office of the County Recorder of said County described as follows:

BEGINNING at the most westerly corner of said Lot 1; thence along the southerly line of said Lot 1

South 67°13'42" East, 52.31 feet; thence leaving said southerly line

2nd: North 6°47'06" West, 20.78 feet; thence

3rd: North 11°13'51" East, 33.08 feet; thence

4th: North 1°16'18" East, 12.05 feet; thence

North 34°17'53" West, 20.03 feet to the 5th: westerly line of said Lot 1; thence along said westerly line

6th: South 33°50'46" West, 73.97 feet to the point of beginning.

- 2. The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena.
- 3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.
- 5. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.

Ventura County, California.

STANLEY .

ELIZABETH PAJKA

"Grantor"

STATE OF CALIFORNIA

COUNTY OF VENTURA

On February 5, 1993 before me, Linda R. Root, personally appeared Stanley J. Pajka and Elizabeth Pajka personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature

EINDA R. ROOT COMM, #966740 Notory Public-California VENTURA COUNTY My Commission Expires July 1, 1996

- No. 6

and R. Lost

PLEASANT VALLEY RECREATION AND PARK DISTRICT RESOLUTION NO. ________

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Stanley J. Pajka and Elizabeth Pajka have executed and delivered to the District a Grant of Easement, dated February 5, 1993, conveying to the District an easement over a portion of Lot No. 1 of Tract No. 1515-1, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Stanley J. Pajka and Elizabeth Pajka conveying to the District an easement over a portion of Lot 1 of Tract No. 1515-1 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of Easement, dated February 5, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 302 approved by 302 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on on March 14 March 15 , 1993. certification is given on _ , 1993 at Camarillo, Ventura County, California.

> A Clerk of the Board of Directors Pleasant Valley Recreation and Park District

Ohhe

Order-No. RECORDING REQUESTED BY ESCION No. CONTINENTAL LAWYERS TITLE-81 4925947 Loan No.

WHEN RECORDED MAIL TO:

Pleasant Valley Recreation and Park District 1605 East Burnly Camarillo, CA 93010

93-047672 : Rec Fee A.R. .00 Recorded Official Records County of Ventura Richard D. Dean Recorder 8:00am 17-Mar-93 : VCOA FF 2 THE RESERVE OF THE PROPERTY OF

MAIL TAX STATEMENTS TO: Pleasant Valley Recreation and Park District Camarillo, CA 93010

152-0-370-045

..... Camputed on the consideration or value of property conveyed; OR Corputer on the confideration or value less liens or encumbrances repairing at time of late PDS USON, CASE, ORR, PATERSON & CUNI & CUNNINGHAM

DOCUMENTARY TRANSFER TAX \$

Blaine J. Wanke

GRANT DEED

FOR-14 VALUABLE-CONSIDERATION, TEACHT TOWN OF THE BY ARROWINGED, AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY,

SALVADOR PLASOENCIA and SOLEDAD PLASCENCIA, Husband and Wife, as Joint Tenants hereby GRANT(S) to PLEASANT VALLEY RECREATION AND PARK DISTRICT

the real property in the City of Camarillo County of Ventura

State of California, described as

The easterly 12.00 feet of Lot 53 of Tract No. 2706 in the County of Ventura, State of California as shown on a map recorded in book 84, pages 50 through 53 inclusive of miscellaneous records (maps) in the office of the county recorder of said county, measured along that portion of the easterly boundary of said Lot 53 shown on said map as having bearings of north 12°30'44" east and north 48°35'09" east.

The westerly line of said easterly 12.00 feet to be prolonged or shortened so as to terminate in the northerly and southerly lines of said Lot 53.

If any part of the property interest conveyed to the park district herein ceases to be used for equestrian purposes, the park district shall, on request, reconvey such part or parts to grantors herein, or their successors if they have conveyed their original adjoining property from which the property interest was taken.

Assessor's Parcel Number: 152-0-370-025

Also known as: 1926 Via Veneto

Camarillo, CA 93010

This conveyance is a gift and is exempt pursuant to Ordinance 2585,

Dated Febuary 19 , 1993	Sahad Thom
STATE OF CALIFORNIA COUNTY OF Ventura	Salvador PlasCencia
On February 19 , 1993 before me.	Soledad Plaser cin
personally appeared Salvador Placencia and Soledad Placencia	Soledad Plascencia
Reproperty known to me for proved to me on the basis of satisfactory	

evidence) to be the person(s) whose name(s) M/are subscribed to the within instrument and admoviedged to me that Maistaithey executed the same in his/tig/their authorized capacity(les), and that by RRPSS//their signalure(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal Mario Maldonado

(This area for official natarial small)

Mario Maldonado

Comm. #969048 ARY PUBLIC - CALIFO VENTURA COUNTY

My Comm Express July 5, 1996

PLEASANT VALLEY RECREATION AND PARK DISTRICT RESOLUTION NO. 303

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Salvador Plascencia and Saledad Plascencia, husband and wife as joint tenants, have executed and delivered to the District a Grant Deed, dated February 19, 1993, conveying to the District a portion of Lot No. 53 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Salvador Plascencia and Soledad Plascencia, husband and wife as joint tenants, conveying to the District a portion of Lot 53 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated February 19, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 303 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14 1993. This certification is given on March 15 , 1993 at Camarillo, Ventura County, California.

Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

A

RECORDING REQUESTED BY RECORDING REQUESTED BY CONTINENTAL LAWYERS TITLE-81

AND WHEN RECORDED MAIL THIS DEED AND UNLESS STRENDISS EMERIN BELOW MAIL TAX STREAMED TO:

Name Pleasant Valley Recreation and Park District

1605 East Burnley

93010 Camarillo, CA

MAIL TAX STATEMENTS TO

Name Pleasant Valley Recreation and Park District

1605 East Burnley Cay & Camarillo, CA 93010

ELCOON ME.

93-047674

Rec Fee A.R.

.00

Recorded Official Records County of Ventura

Richard D. Dean

Recorder 8:00am 17-Mar-93 :

VCDA

SPACE ABOVE THIS LINE FOR RECORDER'S USE

4925949

GRANT DEED

152-0-352-045

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$ -0-

Computed on full value of property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale.

unincorporated area

□ city of

. AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged. AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY, DENNIS E. REYNOLDS and SUSAN K. REYNOLDS, Trustees of the Reynolds Trust under Declaration of Trust dated July 24, 1991,

hereby GRANT(s) to PLEASANT VALLEY RECREATION AND PARK DISTRICT

the following described real property in the City of Camarillo County of Ventura 🙀 🎍 , State of California:

> SEE EXHIBIT "A" ATTACHED TO THIS GRANT DEED FOR LEGAL DESCRIPTION

No Documentary Transfer Tax is due as the easement has no apparent value. No other consid3eration was received by any party.

STATE OF CALIFORNIA

COUNTY OF ___Ventura

On this_ ... day of in the year 19 before me, the undersigned, a Notary Public in and for said State,

personally appeared __DENNIS_E__REVNOLDS and SUSAN K. REVNOLDS

. personally known to ma (or proved to me on the basis of satisfactory evidence) to be the person g whose name g ___ are__ subscribed to the within instrument, and acknowledged to me that ______ executed it.

WITNESS my hand and official seal.

TARY PUBLIC IN AND FOR SAID TATE

Janen DENNIS E. REYNOLDS Reynolds 1991 Trust

Reynolds 1991 Trust

iThis area for official notation said

SUSAN K. REYNOLDS, Trustee of the

Trustee of the

CO 441 17/8/1

A

- 15.

PARCEL A:
BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 65; THENCE
ALONG THE SOUTHWESTERLY LINE OF SAID LOT 65

- 18T: NORTH 08+07 28" WEST, 113.79 FEET; THENCE AT RIGHT ANGLES
- 2ND: NORTH 61°52'32" EAST, 26.23 FEET; THENCE PARALLEL TO SAID SOUTHWESTERLY LINE
- 3RD: SOUTH 08°07'28" EAST, 52.49 FEET; THENCE

A

- 4TH: SOUTH 04°55'04" WEST, 56.86 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF BAID LOT 65; THENCE ALONG SAID SOUTHEASTERLY LINE
- 5TH: BOUTH 58 03'47" WEST, 14.65 FEET TO THE POINT OF BEGINNING:

PARCEL 8: BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 65; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 65 THE FOLLOWING THREE COURSES

- 19T: SOUTH 53°38'07' WEST, 107.27 FEET; THENCE
- 2ND: SOUTH 53°08'47" WEST, 109.09 FEET; THENCE
- 3RD: SOUTH 58°03'47" WEST, .54.89 PEET; THENCE LEAVING SAID SOUTHEASTERLY LINE
- 4TH: NORTH 49°21'06" EAST, 43.12 FEET; THENCE
- STH: NORTH 56°36'46" EAST, 44.43 FEET; THENCE
- 6TH; NORTH 47°43' 37" EAST, 61.66 FEET; THENCE
- 7TH: NORTH 53°32'44" EAST, 27.98 FEET; THENCE
- 8TH: NORTH 47°16'12" EAST, 22.98 FEET; THENCE
- 9TH: NORTH 36*43'37" EAST, 21.76 FEET; THENCE
- 10TH: NORTH 76°24'44" EAST, 36.03 FEET; THENCE
- 117H: NORTH 59°35'04" EAST, 28.73 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 65 DISTANY ALONG SAID NORTHEASTERLY LINE NORTH 18°16'58" WEST, 3.50 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 65 AND THE POINT OF BEGINNING; THENCE ALONG SAID NORTHEASTERLY LINE
- 12TH: SOUTH 18°16'58" EAST, 3.50 FEET TO THE ROINT OF BEGINNING.

EXHIBIT OF /

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Dennis E. Reynolds and Susah K. Reynolds, Trustees of the Reynolds Trust under Declaration of Trust dated July 24, 1991, have executed and delivered to the District a Grant Deed, dated November 6, 1992, conveying to the District a portion of Lot No. 65 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Dennis E. Reynolds and Susan K. Reynolds, Trustees of the Reynolds Trust under Declaration of Trust dated July 24, 1991 conveying to the District a portion of Lot 65 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated November 6, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 304 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on _____March 14 _____, 1993. This certification is given on _____March 15 _____, 1993 at Camarillo, Ventura County, California.

Clerk of the Board of Directors Pleasant Valley Recreation and Park District

CONTINENTAL LAWYERS TITLE-81

Order No. Escrow No. Loan No.

WHEN RECORDED MAIL TO:

Pleasant Valley Recreation and Park District 1605 East Burnley Camarillo, CA 93010

y *

93-047667 ! Rec Fee A.R.

00

Recorded Official Records County of Ventura Richard D. Dean

Recorder 8:00am 17-Mar-93 |

VCDA FF 3 SMACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

NA

DOCUMENTARY TRANSFER TAX \$.....

..... Computed on the consideration or value of property conveyed: OR

..... Computed on the consideration or value jess tiens or encumbrances

remaining at time of site.

4925942

152-0-370-055

GRANT DEED

No Documentary Transfer Tax id due a: easement has no apparent value. No oti consideration was received by any part

Kendenbarker Kennekelbarke bedingen beskræren en prædenbarker fler A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY,

HENRY Y. SASAKI and BETTY W. SASAKI, Husband and Wife, hereby GRANT(S) to PLEASANT VALLEY RECREATION AND PARK DISTRICT

the real property in the City of Camarillo County of Ventura

State of California, described as

The easterly 12.00 feet of Lot 52 of Tract No. 2706 in the County of Ventura, State of California as shown on a map recorded in book 84, pages 50 through 53 inclusive of miscellaneous records (maps) in the office of the county recorder of said county, measured along that portion of the easterly boundary of said Lot 52 shown on said map as having bearings of north 02°40'02" east and north 12°30'44" east.

The westerly line of said easterly 12.00 feet to be prolonged or shortened so as to terminate in the northerly and southerly lines

If any part of the property interest conveyed to the park district herein ceases to be used for equestrian purposes, the park district shall, on request, reconvey such part or parts to grantors herein, or their successors if they have conveyed their original adjoining property from which the property interest was

OCT 1992 22. HENRY Y. SASAKI STATE OF CALIFORNIA COUNTY OF VERTIER October 1996 Bitt 10 dock . Bolen Elalve ZARGTSKY BETTY H. SASAKI personally appeared HENRY Y. H. Bus BETTY MY SASAKI personally known to me (or proved to me on the basis of satisfactory سبور evidence) to be the person(s) whose name(s)(a)(s); subscribed to the within TATE ZARETSKY instrument and acknowledged to me that beginning executed the same 41. in jarge/their authorized capacity(les), and that by jarge/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

(This area for official notarial seat)

MAN TATTENESTED TO DISCOURS TO THE

PLEASANT VALLEY RECREATION AND PARK DISTRICT RESOLUTION NO. 305

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equastrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agraement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Henry V. Sasaki and Betty H. Sasaki, husband and wife, have executed and delivered to the District a Grant Deed, dated October 22, 1992, conveying to the District a portion of Lot No. 52 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Henry Y. Sasaki and Betty H. Sasaki, husband and Wife, conveying to the District a portion of Lot 52 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated October 22, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 305 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on Harch 15 (1993). This certification is given on Harch 15 (1993) at Camarillo, Ventura County, California.

., . .

Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

93-050157 Rec Fee A.R. .00 Recorded Official Records County of Ventura Richard D. Dean Recorder 8:00am 22-Mar-93 ;

RECORDING REQUESTED BY CONTINENTAL LAWYERS TITLE-81

WHEN RECORDED MAIL TO: " PLEASANT VALLEY RECREATION AND PARK DISTRICT 1605 RAST BURNLEY ST. CAMARILLO, CA., 93010

1

NO TRANSPER TAX DUE AS BASEMENT HAS NO APPARENT VALUE. NO CONSIDERATION RECIEVED.

VCDA

GG

Jung Repolition

GRANT OF EASEMENT

CONTINENTAL LAWYERS TITLE COMPANY

This agreement made this // day of March, 1993, by and between Irma Skudris, Trustee of the Irma Skudris Trust Dated August 31, 1987, as grantor, (hereinafter referred to as "Skudris"), and the Pleasant Valley Recreation and Park District, a governmental entity (hereinafter referred to as "Park District"), as grantee.

RECITALS

- Skudris owns Lot 3 of Rancho Las Posas Estates No. 3 as per Map recorded in Book 19, Page 65 of Maps, in the Office of the County Recorder of Ventura County, California ("Lot 3"). Lot 3 is within the corporate limits of the City of Camarillo,
- Park District owns an equestrian facility described as Lot 57 of Tract 2706 and desires to complete an equestrian trail system for off-street access by the public to the facility. To do so requires access over portions of various properties owned including portions of a natural barranca along the westerly property line of Lot 3. The Easement created hereby is an essential part of that system.
- Lot 3 is a part of a conditionally approved Tentative Parcel Map denominated LD-328, which will expire June 5, 1993, unless renewed, pursuant to Resolution No. PC 92-17 of the Camarillo City Planning Commission. Condition No. 96 of Tentative Parcel Map LD-328 requires that "... a ten-foot wide equestrian trail shall be designated in the barranca on the westerly property line and an easement will be offered to the Pleasant Valley Recreation and Park District".
- Skudris and Park District desire to cooperate with each other and the developer of Lot 3 to accommodate the development and use of the proposed trail, as well as future development

NOW, THEREFORE, it is agreed as follows:

- 1. Grant of Fasement. Skudris hereby grants to Park
 District a non-exclusive easement for public equestrian trail
 purposes on and over the westerly 10 feet of Lot 3 in, along or adjacent to the barranca area (the "Easement"). The equestrian trail shall connect to existing trails at both ends of Lot 3 to provide a continuous route to and from the Park District's equestrian facility and connecting to Valley Vista Drive to the north and Avocado Place to the south. Further:
- The Park District is granted the incidental and additional right to use the Easement by foot, horse, or motorized

vehicle to repair, maintain and otherwise care for the trail and the Easement.

- b) The Park District may permit the trail to be used by the general public for equestrian uses, subject to its right to establish rules and regulations for the peaceful and orderly use of its entire trail system, including that part the subject of this Agreement.
- c) If Skudris determines during development of Lot 3 that the location of the Easement under this Agreement is inconsistent with proper development, the location of the Easement may be relocated on Lot 3 to a new location agreeable to the Park District and Skudris. In such circumstances, the Park District will not unreasonably refuse to accept a new location proposed by Skudris, provided that it substantially maintains the integrity of the trail system and that the change does not impose a materially greater financial burden for the Park District.
- 2. Non-Exclusive Easement. The Easement is not exclusive; Skudris retains the right to use or assign the Servient Tenement in any manner which is not inconsistent with the granted Easement. Furthermore, the Easement shall be subject to any other non-conflicting easements over, on or under the same portion of the Servient Tenement previously granted.
- 3. Right of Skudris to Suspend Use During Construction:
 Park District's Duties. Skudris intends to develop her property
 for residential purposes. Development may require, among other
 things, additional grading and construction of retaining walls
 and infrastructure which is expected during its duration to be
 inconsistent with contemporaneous use of the Easement. This
 Agreement is therefore specifically premised on the Park
 District's agreement that the Easement rights in its favor
 created hereunder will be temporarily suspended upon written
 notice of the commencement of such work by Skudris (or her agent)
 to the Park District for the duration of such periods as Skudris
 deems necessary to protect her interests and those of possible
 users.

On notice of suspension, the Park District shall take all reasonable and proper steps to cause the trail to be blocked so that it is no longer used by the public or otherwise and will not return the trail to public use until being advised in writing by Skudris that the work has been completed. It is agreed that this provision is specifically negotiated for the purpose of giving Skudris assurances and comfort that construction work to develop her property will not be impeded or impaired, nor will risks be created for others, by the rights created hereunder in favor of the Park District. The Park District will cooperate in reasonable and appropriate ways to achieve that same end, giving substantial deference to the needs of Skudris with the understanding that Skudris will proceed with construction in a reasonably expeditious manner to minimize closure. The parties contemplate

that the trail will not be closed for more than 120 days in any event.

4. Improvements to and Maintenance of Easement. Park District will, at its own expense, maintain the Easement generally consistent with the balance of its trail system in that general area (the barranca), giving due consideration to its topography and character. In doing so, Park District will also satisfy any maintenance requirements imposed or established by any government agency in connection with the Easement.

Skudris or her assignees or successors in said interest, reserves the right to approve in advance any major reconstruction of the Easement area. Said approval shall not be unreasonably withheld. Park District shall not unreasonably interfere with the right of Skudris to the free access to her property, including the right to extend utilities thereto under, over or across the Easement as may be necessary.

- 5. Hold Harmless Covenant. Park District agrees to and does hereby hold Skudris harmless from any and all claims made by the Park District and guests, invitees, or any other persons using the Easement under color of Park District's rights created by this Agreement, for any injury suffered during said use because of the condition, maintenance, or design of the said equestrian trail or Easement.
- 6. Liability Provision. Park District is presently selfinsured through its membership in a Joint Powers Agreement made
 with certain other governmental entities which provides protection from monetary liability for risks such as trail systems
 discussed herein. Park District shall continue such membership
 or acquire other liability coverage throughout the life of this
 Agreement. The Easement is conditioned upon the continuance of
 the Park District's membership in a joint power's agreement or
 acquiring alternative insurance policies as the Park District may
 elect. If protection is not reinstated following any lapse and
 Skudris' 10 days written demand, this Agreement and any rights
 thereunder shall, at Skudris' option, be permanently terminated.
- 7. Taxes and Other Costs. Park District shall be and remain responsible for any additional taxes, assessments or other costs imposed by any governmental agency as a result of, on or in regard to the Easement herein granted.
- 8. Termination. If Park District voluntarily terminates the described trail system, or the system is otherwise substantially terminated because of the lapse of the License Agreement made with the Las Posas Hills Owners' Association, reversion of underlying fee interests in other properties over which the system is constructed, or for any other reason whether or not within control of Park District, this Easement shall likewise terminate.

- 9. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any representations or modifications concerning this instrument shall be of no force and effect, unless made by a subsequent written modification signed by the party to be charged.
- 10. Notices. Any notices to be given to any party shall be given by personal service or by United States Mail, return receipt requested, and shall be deemed to have been given when deposited in the United States Post Office or any Post Office receptacle, postage pre-paid and properly addressed as follows:

If to Skudris:

Ms. Irma Skudris 97 Calle Escalon Camarillo, California 93010

and

Glenn E. Churchman, Esq. 340 Rosewood Avenue, Suite A Camarillo, California 93010

If to Park District:

General Manager Pleasant Valley Recreation and Park District 1605 East Burnley Camarillo, California 93010

11. <u>Binding Effect</u>. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

GRANTOR:

IRMA SKUDRIS TRUST

IRMA SKUDRIS, Trustee

GRANTEE:

PLEASANT VALLEY RECREATION AND PARK DISTRICT

By Chairman, Board of Directors

APPROVED AS TO FORM:

General Counsel, PLEASANT
VALLEY RECREATION AND PARK
DISTRICT

APPROVED AS TO FORM AND SUBSTANCE

Glenn E. Churchman

Attorney and Developer for

SKUDRIS

STATE OF CALIFORNIA)
COUNTY OF VENTURA)

On March 11, 1993, before me, a notary public, personally appeared Irma Skudris, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)



STATE OF CALIFORNIA)
COUNTY OF VENTURA

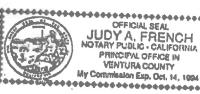
On March 19, 1993, before me, a notary public, personally appeared GARY S. GASTERING, on behalf of Pleasant Valley Recreation and Park District, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Publi

OFFICIAL SEAL
JUDY A. FRENCH
NOTARY PUBLIC: CALEPORNA
PRINCIPAL OFFICE IN
VENTURA COUNTY
MT COmmission Exp. Col. 14, 1665

m23764m wp\mwc (Seal)



PLEASANT VALLEY RECREATION AND PARK DISTRICT RESOLUTION NO. 307

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages of through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by to granting to the District of certain parcels of real property, by the granting to the District of assements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Irma Skudris, Trustee of the Irma Skudris Trust dated August 31, 1987, has executed and delivered to the District an Agreement entitled "Grant of Easement", granting to the District an easement over portions of Lot No. 3 of Rancho Las Posas Estates No. 3, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Irma Skudris, Trustee of the Irma Skudris Trust dated August 31, 1987, granting to the District an easement over portions of Lot 3 of Rancho Las Posas Estates No. 3 in the County of Ventura, State of California, be, and the same is, hereby accepted, that the Chairman of the Board of Directors of the District be authorized and directed to execute same on behalf of the District, and that said Grant of Easement be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 307 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on Cartification is given on March 14 (1993). This Ventura County, California.

Clark of the Board of Directors Pleasant Valley Recreation and Park District

4

RECORDING REQUESTED BY CONTINENTAL LAWYERS TITLE-81 When Recorded Mail To:

93-047664

Recorded

Rec Fee

.00

Pleasant Valley Recreation and Park District 1605 East Burnley Camarillo, CA 93010

Official Records
County of
Ventura

Richard D. Dean Recorder

8:00am 17-Mar-93 |

VCOA FF 5

4925939

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement has no apparent value. No other consideration was received by any party.)

1. As a charitable contribution to a governmental entity, CHRISTOPHER SMITH and ELLEN F. SMITH, as Trustee of the Smith Family Trust dated June 2, 1983 (hereinafter collectively referred to as "Grantor") hereby grants to the Pleasant Valley Recreation and Park District (the "Park District") for thirty (30) years following the date of the recordation of this instrument, at which time this easement will automatically expire, an easement over the real property described as:

That portion of Lot 3 of Tract No. 3277 in the County of Ventura, State of California as shown on a map recorded in book 88, pages 22 and 23 of miscellaneous records (maps) in the office of the county recorder of said county described as follows:

Beginning at the most westerly corner of said Lot 3, at the northwesterly terminus of that line shown on said map as having a bearing and distance of north 31°30'02" west, 233.48 feet; thence along said line

1st: South 31°30'06" east, 12.66 feet; thence leaving said line

2nd: North 38°48'37" east, 15.18 feet; thence

3rd: North 5°31'37" east, 37.49 feet; thence

4th: North 4°08'53" west, 48.92 feet to a point in the westerly line of said Lot 3; thence along said westerly line

5th: South 10°32'03" west, 88.64 feet to the point of beginning

- 2. The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena.
- 3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.
- 5. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.

Ventura County, California.

CHRISTOPHER SMITH, Trustee

ELLEN F. SMITH, Trustee

"Grantor"

STATE OF CALIFORNIA COUNTY OF VENTURA

On Chuber, 1992, before me, personally appeared CHRISTOPHER SMITH and ELLEN F. SMITH, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons executed the instrument.

WITNESS my hand and official seal.

JOSEPHINE CUFFARI
COMM. #990042
Notary Public — California
VENTURA COUNTY
My Comm. Expires AUG 11,1994

Sephine Ceeffore

C25660

PLEASANT VALLEY RECREATION AND PARK DISTRICT RESOLUTION NO. ___306

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of Galifornia for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Christopher Deane Smith and Ellen F. Smith, husband and wife as joint tenants, have executed and delivered to the District a Grant of Easement, dated November 13, 1992, conveying to the District an easement over a portion of Lot No. 3 of Tract No. 3277, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Christopher Deane Smith and Ellen P. Smith, husband and wife as joint tenants, conveying to the District an easement over a portion of Lot 3 of Tract No. 3277 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of Easement, dated November 13, 1992, be recorded in the Official Records of Ventura County.

Eldred E. Lokker, Clark of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 106 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14 , 1993. This certification is given on March 15 1993 at Camarillo, Ventura County, California.

> bldied 3. Johne Clerk of the Board of Directors Pleasant Valley Recreation and

Park District