

**PLEASANT VALLEY RECREATION & PARK DISTRICT  
CONFERENCE ROOM  
1605 E. BURNLEY ST., CAMARILLO, CALIFORNIA**

**LONG RANGE PLANNING COMMITTEE  
AGENDA**

**THURSDAY, FEBRUARY 13, 2025  
4:00 PM**

- 1. CALL TO ORDER**
- 2. APPROVAL OF AGENDA**
- 3. PUBLIC COMMENTS**
- 4. PVRPD BOUNDARIES / LAFCO**
- 5. CAMARILLO TO CSUCI BIKE TRAIL UPDATES**
- 6. LAS POSAS EQUESTRIAN PARK & TRAIL HISTORY & CURRENT STATUS**
- 7. FREEDOM PARK-AIRPORT LANDSWAP PROPERTY HISTORY & CURRENT STATUS**
- 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.

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
STAFF REPORT / AGENDA REPORT**

**TO: LONG RANGE PLANNING COMMITTEE**

**FROM: MARY OTTEN, GENERAL MANAGER**

**DATE: FEBRUARY 13, 2025**

**SUBJECT: LOCAL AGENCY FORMATION COMMISSION  
(LAFCO)**

**BACKGROUND**

The Ventura Local Agency Formation Commission (LAFCo) is a state-mandated agency responsible for overseeing the formation and boundary changes of cities and most special districts in Ventura County. LAFCo operates under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, which provides the legal framework for local government boundary decisions.

Each county in California has a LAFCo, which is tasked with implementing state laws and policies regarding:

- The creation and modification of city and special district boundaries
- Spheres of influence, which define the probable future boundaries and service areas of cities and special districts
- Incorporations, annexations, consolidations, and other reorganizations of local government agencies

**LAFCo's Objectives and Authorities**

Each LAFCo is guided by the following **objectives**:

1. Encourage orderly growth and the efficient formation and expansion of local government agencies.
2. Preserve agricultural land and open space by ensuring that urban development occurs in a planned and responsible manner.
3. Discourage urban sprawl by promoting logical and efficient growth patterns for public services.

**LAFCo has the following authorities:**

1. Regulating boundary changes, including city annexations, district formations, and municipal reorganizations.
2. Establishing spheres of influence, which define the anticipated service areas and future boundaries of cities and special districts.
3. Initiating consolidations or dissolutions of special districts when it is determined to be in the public interest.

4. Approving or denying out-of-agency service agreements, which allow a city or special district to provide services outside its official boundaries in certain situations.

### **DISCUSSION**

Under state law (Government Code Section 56425), Ventura LAFCo is required to review and update the sphere of influence for each city and special district at least once every five years.

In 2020, Ventura LAFCo completed a Municipal Service Review (MSR) for recreation and park districts in the county. This review assessed the ability of each district—including the Pleasant Valley Recreation & Park District—to provide public services efficiently. The MSR update was conducted in collaboration with Conejo Recreation & Park District and Rancho Simi Recreation & Park District to evaluate regional service needs and boundary considerations.

The sphere of influence review ensures that the District's boundaries align with projected growth, service demands, and land use planning goals. The results of these reviews may impact future district boundary adjustments or service expansions.

### **ATTACHMENTS**

- 1) PVRPD Boundary Map (1 page)
- 2) Assessment Map (1 page)
- 3) District Boundary Map 2022 (1 page)

FILED IN THE OFFICE OF THE GENERAL MANAGER OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT, COUNTY OF VENTURA, CALIFORNIA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

GENERAL MANAGER

RECORDED IN THE OFFICE OF THE GENERAL MANAGER OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT, COUNTY OF VENTURA, CALIFORNIA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

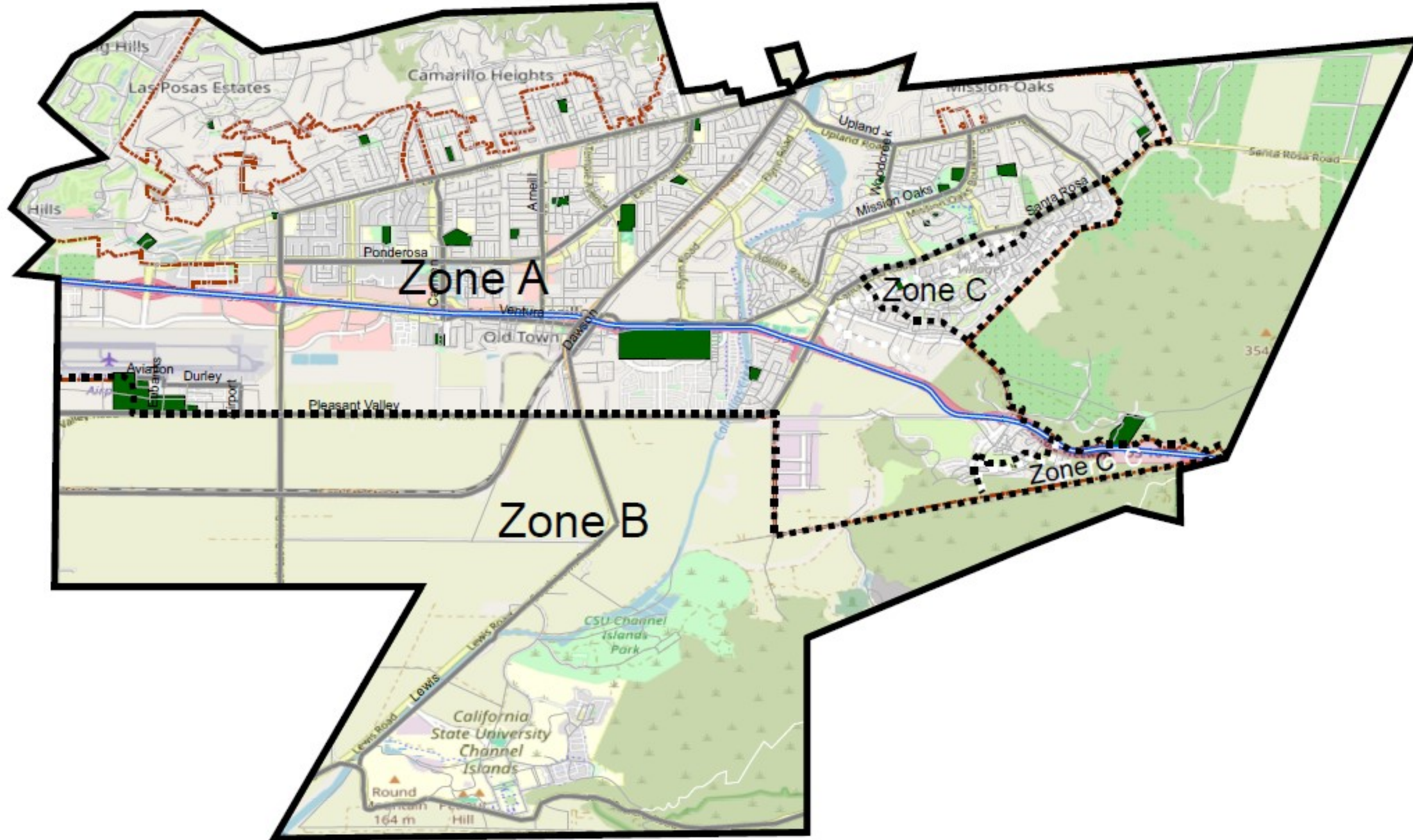
GENERAL MANAGER

AN ASSESSMENT WAS CONFIRMED AND LEVIED BY THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT ON THE LOTS, PIECES AND PARCELS OF LAND ON THIS ASSESSMENT DIAGRAM ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2024 FOR FISCAL YEAR 2024-25 AND SAID ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL FOR SAID FISCAL YEAR WERE FILED IN THE OFFICE OF THE COUNTY AUDITOR OF THE COUNTY OF VENTURA ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2024. REFERENCE IS HEREBY MADE TO SAID RECORDED ASSESSMENT ROLL FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND.

GENERAL MANAGER

FILED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024, AT THE HOUR OF \_\_\_\_ O'CLOCK \_\_\_\_ M. IN THE OFFICE OF THE COUNTY AUDITOR OF THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AT THE REQUEST OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT.

COUNTY AUDITOR, COUNTY OF VENTURA



**Legend**

- Interstate
- Major Road
- Local Road
- Parks
- District Boundary Line
- City boundaries
- Zone of Benefit Boundary

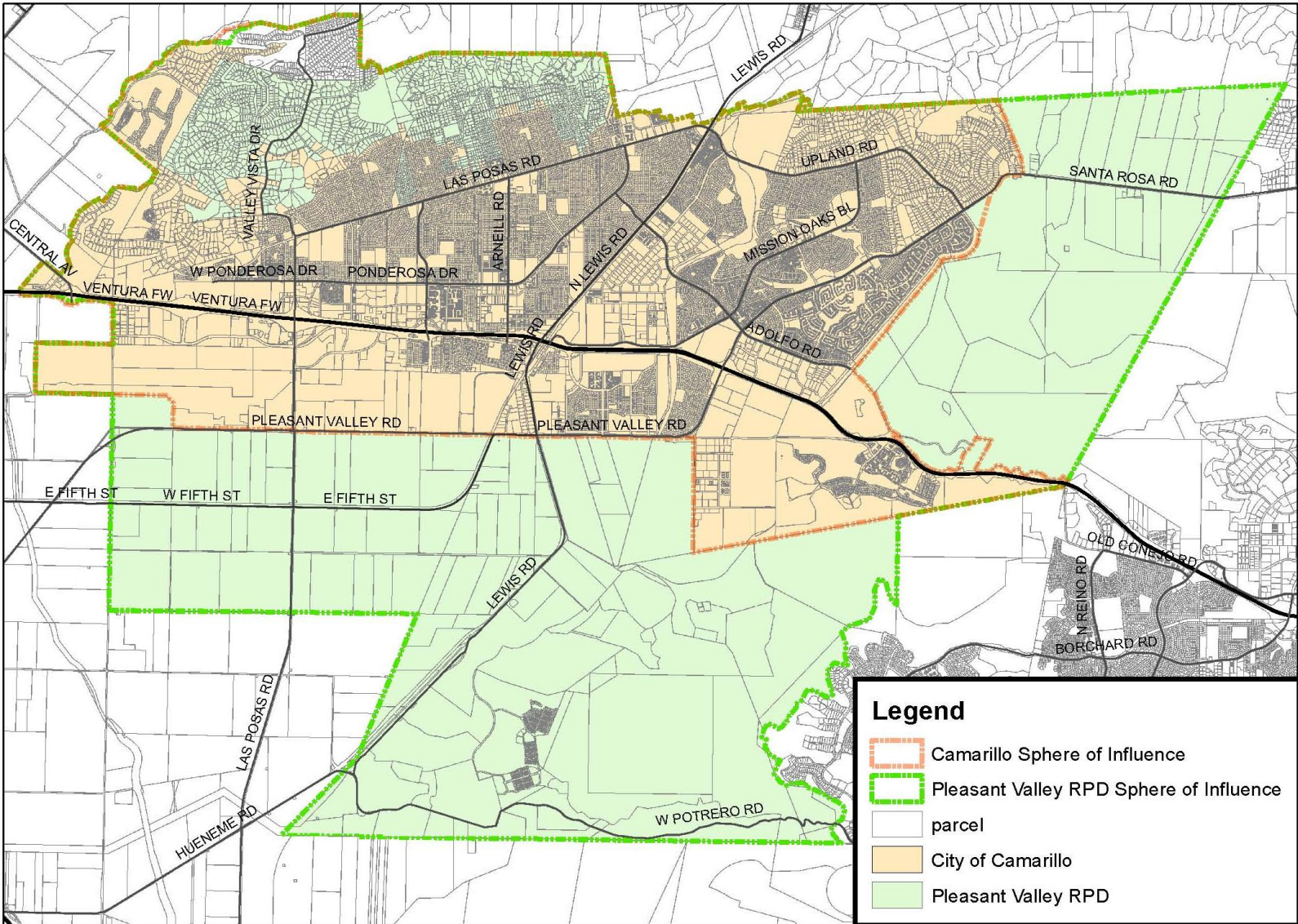
**Note:**  
 REFERENCE IS HEREBY MADE TO THE MAPS AND DEEDS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF VENTURA FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCELS SHOWN HEREIN. THOSE MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS. EACH PARCEL IS IDENTIFIED IN SAID MAPS BY ITS DISTINCTIVE ASSESSOR'S PARCEL NUMBER.

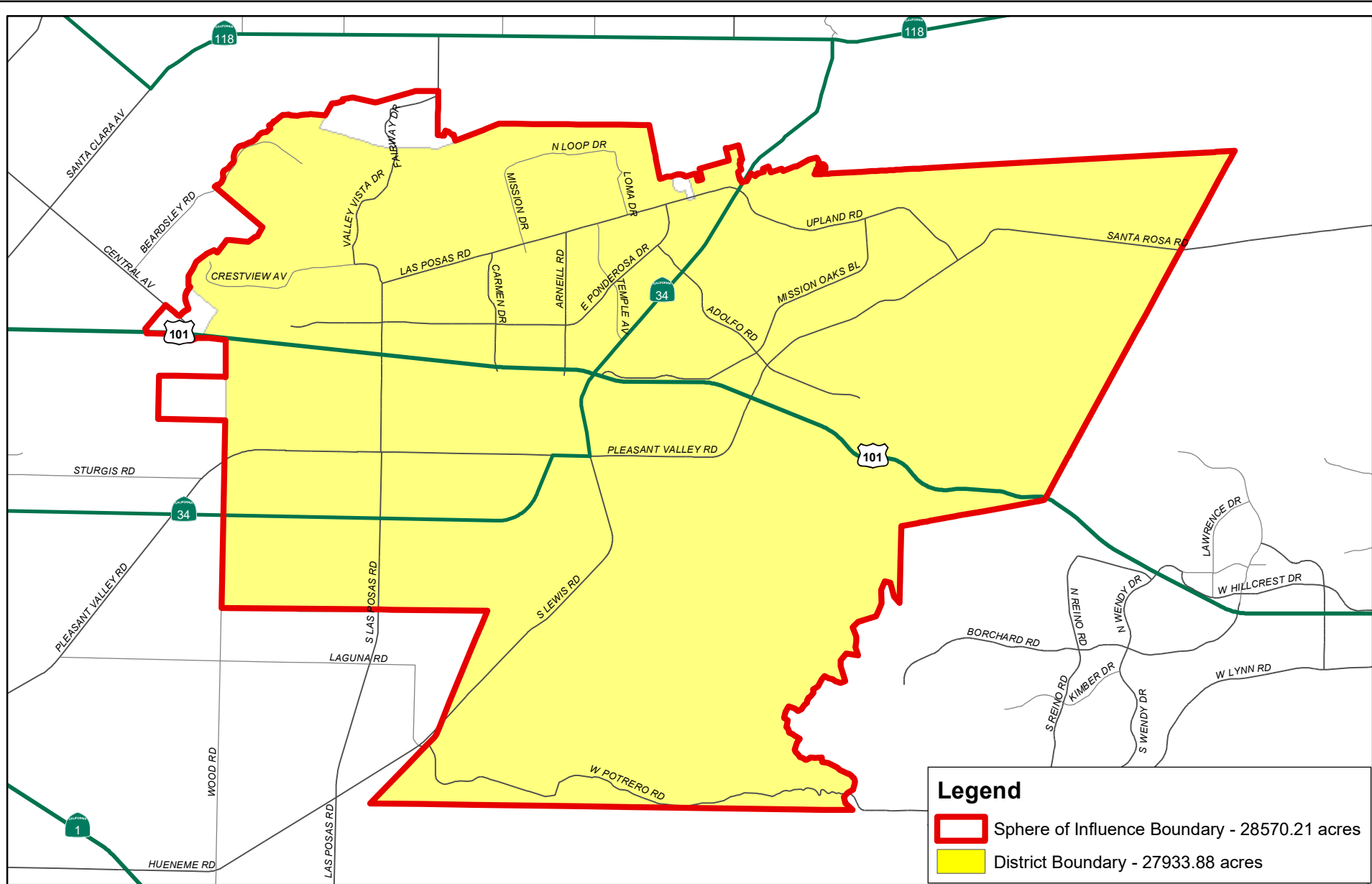




# Pleasant Valley Recreation & Park District

## Boundaries and Sphere of Influence



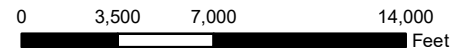


# Pleasant Valley Recreation and Park District

## Current as of February 14, 2022

Prepared by County of Ventura - IT Services Department - GIS Division  
 State Plane Coordinate System California Zone V - NAD 83

This map was compiled from records and computations



**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
STAFF REPORT / AGENDA REPORT**

**TO: LONG RANGE PLANNING COMMITTEE**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Jessica A. Puckett, CPRE, Administrative Analyst**

**DATE: FEBRUARY 13, 2025**

**SUBJECT: LAS POSAS EQUESTRIAN PARK REPORT**

**SUMMARY**

The Pleasant Valley Recreation and Park District (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 runs behind and beneath several neighboring residential properties. The local homeowners association sued the District, 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 (the current status of these parcels is being researched with the County).

**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 that run down into a wash behind several Las Posas Hills neighborhood homes. In addition to the trail system, two arenas 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 the public's use of the trail system. 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 that governs the disposition of land in the area and 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), 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 the association manages. 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 Homeowners 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. The back and forth status of the trail has caused the relationship between the District and the homeowner's association to become contentious at times. This is evident 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 that affects the District's ability to maintain the park trail system is the expiration date of the conveyances and stipulations placed upon the trail's use. 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.

### **ANALYSIS**

Along the trail currently managed by the District, approximately 30 years ago, 11 homes provided the District either an easement or a deed for access to their land that the trail follows, including five easements and six deeds. 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 has completed this work and secured all necessary easement agreements from homeowners, extending the term by an additional 30 years. The easement will automatically renew for another 30 years unless the owner chooses to terminate it. To do so, the owner must provide written notice to the District between one and two years before the current expiration date.

### **NEXT STEPS**

#### **Step 1: Ventura County Watershed District**

Located at the southern end of the trail, the Ventura County Watershed District, managed by the County of Ventura Public Works Department, has a storm basin known as Parcel X. Currently, people traveling on this portion of the trail system will reach a "No Trespassing" sign at the storm basin and are required to turn around. However, individuals tend to ignore the "No Trespassing" sign and travel along the basin or trespass onto neighboring properties.



District staff has contacted the Ventura County Watershed District to investigate what steps and costs would be associated with incorporating this section into the trail. The District would have to enter into an encroachment permit and watercourse permit with the Ventura County Watershed in order for the District to legally access Parcel X. The following steps would be required:

- 1) Complete the Encroachment & Watercourse Permit
- 2) Submit a trust deposit of \$2,000 (\$395 is a non-refundable application fee, and the remaining \$1,605 is put in the trust account for permit staff charges)
- 3) Submit Plans and a location map showing the activity or proposed construction
- 4) Maintenance agreement between the Watershed Protection District and Pleasant Valley Recreation & Park District outlining each agencies responsibilities
- 5) Insurance requirements

The District would need to develop a maintenance agreement between the Watershed Protection District and Pleasant Valley Recreation & Park District outlining who is responsible for what. Further research is still needed to gauge the cost pertaining to the "Use and Maintenance" Agreement and any improvements.

There are currently five private property owners that have easements as either part of Property X and/or as part of the Watershed Basin. As part of the permitting process, the District would need to engage the property owners in discussion pertaining to easements for the District. This process of investigating all Ventura County Watershed District requirements and easements with the five property owners will take a minimum of 3 to 6 months to complete.

### **Step 2: Agreement with Ventura County Watershed District**

Complete the encroachment permit and waterway permit with the Ventura County Watershed District. Additionally, the District would enter into a maintenance agreement between the Watershed Protection District and Pleasant Valley Recreation & Park District outlining each agency's responsibilities. Once all documents are submitted, the permitting process is estimated to take two months. If construction or alterations are required to make the trail safe, the permitting process will take longer.

### **Step 3: Easement for Ventura County Watershed District Area**

The District would need to complete five easements and/or deeds with the private landowners within the Ventura County Watershed District Area. The timeframe for this will depend on the willingness of the property owners and the time to prepare legal documents.

### **ATTACHMENTS**

- 1) Las Posas Settlement Documents (109 pages)
- 2) Agreement Exhibits B & C for property disposition and current requirements placed upon the District (62 pages)
- 3) Proposed Trail in Basin (1 page)

SETTLEMENT DOCUMENTS

LAS POSAS EQUESTRIAN COMMITTEE

v.

PLEASANT VALLEY RECREATION AND PARK DISTRICT

VENTURA COUNTY SUPERIOR COURT

CASE NO. 96404

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

RECORDED AT REQUEST OF  
AND RETURN TO:

93-065046

Rec Fee 23.00  
ADD 2.00  
Check 25.00

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

Recorded  
Official Records  
County of  
Ventura  
Richard D. Dean  
Recorder  
3:30pm 13-Apr-93

CC 7

**FILED**

MAR 22 1993

SHEILA GONZALEZ, Superior Court  
Executive Officer and Clerk  
By *Sheila Gonzalez* Deputy

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

10	LAS POSAS EQUESTRIAN COMMITTEE,	)	Case No. 96404
11	an Unincorporated Association on	)	
	Behalf of its Members, et al.,	)	
12		)	JUDGMENT
	Plaintiffs,	)	
13	vs.	)	
14	PLEASANT VALLEY RECREATION AND	)	
15	PARK DISTRICT, a political entity,	)	
	et al.,	)	
16		)	
	Defendants,	)	
17	<hr/>		
18	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:

A. 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.  
4 SCHUMAKER and KAREN J. SCHUMAKER; RICHARD G. TANITA and EDNA O.  
5 TANITA; KENNETH H. HENDRICKSON and MARIAN HENDRICKSON, Trustees;  
6 ROBERT S. MacALISTER and CATHERINE V. MacALISTER, Trustees;  
7 DENNIS E. REYNOLDS and SUSAN REYNOLDS; ZOLTAN DALA and SAROLTA A.  
8 DALA; all collectively referred to as "SELECTED HOMEOWNERS"; and  
9 cross-defendants LAS POSAS HILLS OWNERS ASSOCIATION (the "ASSOCI-  
10 ATION"); THE MITCHELL COMPANY and ROBERT BOSWELL collectively  
11 "MITCHELL"; PLEASANT VALLEY RECREATION AND PARK DISTRICT "PARK  
12 DISTRICT"; HENRY Y. SASAKI and BETTY M. SASAKI "SASAKIS"; and  
13 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  
16 resolves many of the issues of the complaints and cross-com-  
17 plaints herein.

18  
19 B. The Settlement Agreement concerns LAS POSAS HILLS,  
20 Tract Number 2706, located in the vicinity of Camarillo, Califor-  
21 nia, in the County of Ventura. It was developed in two phases,  
22 following recordation of a Tract Subdivision Map on October 5,  
23 1979, in Book 84 of Miscellaneous Records (Maps) at Pages 50-53,  
24 of the Official Records of Ventura County ("Tract Map"). The  
25 first phase was developed, and its CC&R's were recorded prior to  
26 development of Phase II, thereafter added by recordation of a  
27 Declaration of Annexation.

28 [\*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.]



1 C. A dispute has arisen among the PLAINTIFF EQUESTRIANS  
2 and the remaining parties to this Agreement regarding the exis-  
3 tence and location of equestrian easements within Tract 2706.  
4 Plaintiffs have previously contended that a public trail system  
5 exists as more or less illustrated by the proposed trails identi-  
6 fied by the Tract Map based on various theories set forth in  
7 their complaint. The remaining parties with the possible excep-  
8 tion of the PARK DISTRICT, disagree in one manner or another, as  
9 to both the existence and location of the trails, and dispute the  
10 claim that any trails are public. Those positions are more fully  
11 set forth in their various pleadings.

12  
13 D. Cross-complainants SCHUMAKERS, TANITAS, HENDRICKSONS,  
14 MacALISTERS, REYNOLDS and DALAS, have asked the Court by their  
15 cross-complaint to determine the easement rights the subject of  
16 the complaint, the cross-complaints and this judgment, and named  
17 as cross-defendants, Does 501 through 950, inclusive, asserting  
18 that such cross-defendant Does may assert adverse claims. The  
19 said cross-complaint was duly served on said cross-defendant Does  
20 by publication in accordance with Code of Civil Procedure section  
21 415.50, said cross-defendant Does failed to respond to the cross-  
22 complaint or to otherwise appear and, on July 13, 1992, the Court  
23 entered its judgment after default against said Doe cross-defen-  
24 dants and in favor of cross-complainants SCHUMAKERS, TANITAS,  
25 HENDRICKSONS, MacALISTERS, REYNOLDS and DALAS. The Court finds  
26 that a several judgment against said Doe cross-defendants is  
27 proper and that, pursuant to Code of Civil Procedure Sections 578  
28 and 579, the Court is entitled to make the within judgment

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

3  
4 E. Among other things, the Settlement Agreement creates an  
5 agreed equestrian trail system for public use to be owned and/or  
6 controlled by the Park District. That system incorporates the  
7 use of some, but not all, of the trails and/or property original-  
8 ly a part of this action, in addition to adjoining properties  
9 owned by non-parties who have voluntarily participated. Certain  
10 other property the subject of this litigation is not included as  
11 a part of that trail system. This judgment confirms the agreed  
12 system as more specifically described by the Settlement Agreement  
13 and records that certain property interests are not included.

14  
15 F. The judgment made herein is consistent with the Settle-  
16 ment Agreement, and the evidence presented. Finding good cause  
17 to do so, the Court orders entry of judgment as follows:

18  
19 IT IS THEREFORE ADJUDGED, ORDERED AND DECREED:

20  
21 1. The Settlement Agreement, including without limitation,  
22 those parts creating an agreed equestrian trail system, is  
23 approved. Each of the parties to the Settlement Agreement is  
24 bound by its terms and entitled to its benefits as therein  
25 provided.

26  
27 2. Pursuant to the ASSOCIATION'S CC&R's and certain  
28 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.  
3 Pursuant to the same CC&R's and the Declaration of Annexation by  
4 which Phase II was annexed to the Tract, certain other private  
5 equestrian easements were created on behalf of the ASSOCIATION as  
6 described in Exhibit "A" to the Declaration of Annexation. All  
7 of the previously-mentioned easements are owned by the LAS POSAS  
8 HILLS OWNERS ASSOCIATION.

9  
10 3. The Park District owns, and at all times during the  
11 litigation has owned, Lot 57 of Tract 2706. In accordance with  
12 the Settlement Agreement certain additional property or easement  
13 rights in or adjoining Tract 2706 have been deeded to the PARK  
14 DISTRICT and the PARK DISTRICT has been given a license to use  
15 and allow the public to use an agreed part of the ASSOCIATION'S  
16 private equestrian trail system. Except for the foregoing,  
17 neither the public nor the PARK DISTRICT, has any property right  
18 or other claim to any other part of Tract 2706 for equestrian  
19 trail purposes.

20  
21 4. The following lots within Tract 2706 are not subject to  
22 any equestrian easements of any kind, including those depicted on  
23 the Tentative Tract Map for Tract 2706: 65, 66, 67, 49, 51 and  
24 54.

25  
26 5. The "License for Equestrian Recreation Trails" Agree-  
27 ment made by the ASSOCIATION and PARK DISTRICT as referenced by  
28

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

3  
4 6. GRIFFIN HOMES ("GRIFFIN"), presently in Chapter 11  
5 proceedings under the bankruptcy act, and FRONTIER ENTERPRISES  
6 ("FRONTIER"), a corporation related to GRIFFIN, are not parties  
7 to the Settlement Agreement. Claims for money damages by or  
8 against GRIFFIN and FRONTIER are not resolved by this Judgment.  
9 The Court finds that a several judgment as to FRONTIER and/or  
10 GRIFFIN is proper and is hereby permitted.

11  
12 7. The Court shall maintain continuing jurisdiction as  
13 necessary to implement the Settlement Agreement and this Judgment  
14 and to resolve any disputes which may arise concerning either.  
15 Such disputes shall be submitted to the presiding judge of the  
16 Ventura County Superior Court, or such other judge of that Court  
17 as the presiding judge shall appoint, for disposition.

18  
19 8. The parties shall bear their own respective attorney's  
20 fees and costs except as otherwise ordered in favor of any party  
21 against cross-defendants FRONTIER or GRIFFIN in any further  
22 proceedings.

23  
24  
25 DATED: MAR 19 1993, 1993

26 Barbara J. ...  
JUDGE OF THE SUPERIOR COURT

27 C25799



1 Michael W. Case  
2 FERGUSON, CASE, ORR, PATERSON & CUNNINGHAM  
3 1050 South Kimball Road  
4 Ventura, California 93004  
5 (805) 659-6800

FILED

MAR 22 1993

4 Attorneys for Defendants and Cross-Complainants EILA GONZALEZ, Superior Court  
5 SCHUMAKERS, TANITAS, REYNOLDS, HENDRICKSONS Executive Officer and Clerk  
6 MacALISTERS, and DALA By \_\_\_\_\_, Deputy

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

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

12 Plaintiffs,

13 vs.

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

16 Defendants.

17 \_\_\_\_\_ )  
18 AND RELATED CROSS-ACTIONS. )  
19 \_\_\_\_\_ )

Case No. 96404

STIPULATION TO ENTRY OF  
JUDGMENT

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

25 ///

26 ///

27 ///

28 ///

1 hereby stipulate to entry of judgment in the form attached  
2 hereto.

3


4 DATED: January 28, 1993

5

FERGUSON, CASE, ORR, PATERSON  
& CUNNINGHAM

6

7

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

8

9

10

11


DATED: January 29, 1993

12

ENGLAND, WHITFIELD, SCHROEDER  
& TREDWAY

13

14

By   
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

15

16

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21

22


DATED: January 29, 1993

23

HENDERSON & WOHLGEMUTH

24

25

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

26

27

28

1 DATED: February  
January 10, 1993


RAMSEYER & ASSOCIATES

2  
3  
4 By   
EDDIE RAMSEYER, President


5 DATED: February  
~~January~~ 10, 1993

6  
7   
EDDIE RAMSEYER, In Propria  
Persona

8 DATED: February 17, 1993  
January    , 1993


9  
10   
GARY S. MYERS, SR., Attorney for  
Defendant and Cross-Defendant  
THE MITCHELL COMPANY and ROBERT  
BOSWELL

11  
12 DATED: February  
January 5, 1993

13  
14   
GORDON R. LINDEEN, Attorney for  
Defendant and Cross-Defendant  
PLEASANT VALLEY RECREATION AND  
PARK DISTRICT

15  
16 DATED: February  
January 3, 1993

17  
18 FULBRIGHT & JAWORSKI L.L.P.  
RICHARDS, WATSON & GERSHON

19 By   
THOMAS R. FREIBERG, JR.,  
Attorneys for Defendant and  
Cross-Defendant PLEASANT VALLEY  
RECREATION AND PARK DISTRICT

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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,

vs.

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

Defendants.

Case No. 96404

JUDGMENT

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:

A. 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.  
4 SCHUMAKER and KAREN J. SCHUMAKER; RICHARD G. TANITA and EDNA O.  
5 TANITA; KENNETH H. HENDRICKSON and MARIAN HENDRICKSON, Trustees;  
6 ROBERT S. MacALISTER and CATHERINE V. MacALISTER, Trustees;  
7 DENNIS E. REYNOLDS and SUSAN REYNOLDS; ZOLTAN DALA and SAROLTA A.  
8 DALA; all collectively referred to as "SELECTED HOMEOWNERS"; and  
9 cross-defendants LAS POSAS HILLS OWNERS ASSOCIATION (the "ASSOCI-  
10 ATION"); THE MITCHELL COMPANY and ROBERT BOSWELL collectively  
11 "MITCHELL"; PLEASANT VALLEY RECREATION AND PARK DISTRICT "PARK  
12 DISTRICT"; HENRY Y. SASAKI and BETTY M. SASAKI "SASAKIS"; and  
13 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  
16 resolves many of the issues of the complaints and cross-com-  
17 plaints herein.

18  
19 B. The Settlement Agreement concerns LAS POSAS HILLS,  
20 Tract Number 2706, located in the vicinity of Camarillo, Califor-  
21 nia, in the County of Ventura. It was developed in two phases,  
22 following recordation of a Tract Subdivision Map on October 5,  
23 1979, in Book 84 of Miscellaneous Records (Maps) at Pages 50-53,  
24 of the Official Records of Ventura County ("Tract Map"). The  
25 first phase was developed, and its CC&R's were recorded prior to  
26 development of Phase II, thereafter added by recordation of a  
27 Declaration of Annexation.

28

1 C. A dispute has arisen among the PLAINTIFF EQUESTRIANS  
2 and the remaining parties to this Agreement regarding the exist-  
3 tence and location of equestrian easements within Tract 2706.  
4 Plaintiffs have previously contended that a public trail system  
5 exists as more or less illustrated by the proposed trails identi-  
6 fied by the Tract Map based on various theories set forth in  
7 their complaint. The remaining parties with the possible excep-  
8 tion of the PARK DISTRICT, disagree in one manner or another, as  
9 to both the existence and location of the trails, and dispute the  
10 claim that any trails are public. Those positions are more fully  
11 set forth in their various pleadings.

12  
13 D. Cross-complainants SCHUMAKERS, TANITAS, HENDRICKSONS,  
14 MACALISTERS, REYNOLDS and DALAS, have asked the Court by their  
15 cross-complaint to determine the easement rights the subject of  
16 the complaint, the cross-complaints and this judgment, and named  
17 as cross-defendants, Does 501 through 950, inclusive, asserting  
18 that such cross-defendant Does may assert adverse claims. The  
19 said cross-complaint was duly served on said cross-defendant Does  
20 by publication in accordance with Code of Civil Procedure section  
21 415.50, said cross-defendant Does failed to respond to the cross-  
22 complaint or to otherwise appear and, on July 13, 1992, the Court  
23 entered its judgment after default against said Doe cross-defen-  
24 dants and in favor of cross-complainants SCHUMAKERS, TANITAS,  
25 HENDRICKSONS, MACALISTERS, REYNOLDS and DALAS. The Court finds  
26 that a several judgment against said Doe cross-defendants is  
27 proper and that, pursuant to Code of Civil Procedure Sections 578  
28 and 579, the Court is entitled to make the within judgment

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

3

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

14

15 F. The judgment made herein is consistent with the Settle-  
16 ment Agreement, and the evidence presented. Finding good cause  
17 to do so, the Court orders entry of judgment as follows:

18

19 IT IS THEREFORE ADJUDGED, ORDERED AND DECREED:

20

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

26

27 2. Pursuant to the ASSOCIATION'S CC&R'S and certain  
28 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.  
3 Pursuant to the same CC&R's and the Declaration of Annexation by  
4 which Phase II was annexed to the Tract, certain other private  
5 equestrian easements were created on behalf of the ASSOCIATION as  
6 described in Exhibit "A" to the Declaration of Annexation. All  
7 of the previously-mentioned easements are owned by the LAS POSAS  
8 HILLS OWNERS ASSOCIATION.

9  
10 3. The Park District owns, and at all times during the  
11 litigation has owned, Lot 57 of Tract 2706. In accordance with  
12 the Settlement Agreement certain additional property or easement  
13 rights in or adjoining Tract 2706 have been deeded to the PARK  
14 DISTRICT and the PARK DISTRICT has been given a license to use  
15 and allow the public to use an agreed part of the ASSOCIATION'S  
16 private equestrian trail system. Except for the foregoing,  
17 neither the public nor the PARK DISTRICT, has any property right  
18 or other claim to any other part of Tract 2706 for equestrian  
19 trail purposes.

20  
21 4. The following lots within Tract 2706 are not subject to  
22 any equestrian easements of any kind, including those depicted on  
23 the Tentative Tract Map for Tract 2706: 65, 66, 67, 49, 51 and  
24 54.

25  
26 5. The "License for Equestrian Recreation Trails" Agree-  
27 ment made by the ASSOCIATION and PARK DISTRICT as referenced by  
28

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

3  
4 6. GRIFFIN HOMES ("GRIFFIN"), presently in Chapter 11  
5 proceedings under the bankruptcy act, and FRONTIER ENTERPRISES  
6 ("FRONTIER"), a corporation related to GRIFFIN, are not parties  
7 to the Settlement Agreement. Claims for money damages by or  
8 against GRIFFIN and FRONTIER are not resolved by this Judgment.  
9 The Court finds that a several judgment as to FRONTIER and/or  
10 GRIFFIN is proper and is hereby permitted.

11  
12 7. The Court shall maintain continuing jurisdiction as  
13 necessary to implement the Settlement Agreement and this Judgment  
14 and to resolve any disputes which may arise concerning either.  
15 Such disputes shall be submitted to the presiding judge of the  
16 Ventura County Superior Court, or such other judge of that Court  
17 as the presiding judge shall appoint, for disposition.

18  
19 8. The parties shall bear their own respective attorney's  
20 fees and costs except as otherwise ordered in favor of any party  
21 against cross-defendants FRONTIER or GRIFFIN in any further  
22 proceedings.

23  
24  
25 DATED: \_\_\_\_\_, 1992

26 \_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

27 C25799

1 MICHAEL W. CASE  
2 FERGUSON, CASE, ORR, PATERSON  
3 & CUNNINGHAM  
4 1050 South Kimball Road  
5 Ventura, CA 93004  
6 (805) 659-6800

FILED

MAR 22 1993

7 Attorneys for Defendants and Cross-Complainants  
8 SCHUMAKER, TANITA, HENDRICKSON, MacALISTER,  
9 REYNOLDS and DALA  
10 SHEILA GONZALEZ, Superior Court  
11 Executive Officer and Clerk  
12 By \_\_\_\_\_, Deputy

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

15 LAS POSAS EQUESTRIAN )  
16 COMMITTEE, an Unincorporated )  
17 Association on Behalf of its )  
18 Members, et al., )

Case No. 96404

SETTLEMENT AGREEMENT AND MUTUAL  
RELEASE

19 Plaintiffs, )

20 v. )

21 PLEASANT VALLEY RECREATION )  
22 AND PARK DISTRICT, a )  
23 political entity, et al., )

24 Defendants. )  
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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:

a) The primary purpose of this Agreement, as discussed 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.

l) 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.

3. REMAINING CONSTRUCTION OF TRAIL ON STRIPS FOUR AND FIVE.

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 aforescribed 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:

i) The SELECTED HOMEOWNERS will contribute up to \$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.

ii) The ASSOCIATION will contribute up to \$7,500 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.

d) The trails may be used for equestrian uses. They 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.

f) Although it is the purpose of this Agreement to 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.

g) The parties acknowledge that following the PARK 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. Certain Conditions Precedent to Agreement. 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.

7. 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.

c) From any claim that the ASSOCIATION, or its 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 HOMEOWNERS 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.

13. Certain Rights Against GRIFFIN. As a further 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. Waiver. 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.

17. Entry of Judgment and Continuing Jurisdiction. On 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.

21. Warranty of Good Faith Regarding Purposes of 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. Further Documents. 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 non-profit 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 & Wohlgermuth; 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. Construction of Agreement. 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. Counterparts. 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 24, 1992

LAS POSAS EQUESTRIAN COMMITTEE,  
An Unincorporated Association

By Brenda Lee Morgan

DATED: May 24, 1992

LAS POSAS RANCHEROS, A California  
Non-Profit Corporation

By Brenda Lee Morgan  
President

DATED: May 24, 1992

By Roberta Ann Pincetich  
Secretary

DATED: May 23, 1992

David Anderson  
DAVID ANDERSON

DATED: May 20, 1992

Robert W. Schroeder  
ROBERT W. SCHROEDER

DATED: May 23, 1992

Leonard Diamond  
LEONARD DIAMOND

DATED: May 21, 1992

David G. Schumaker  
DAVID G. SCHUMAKER

DATED: May 4, 1992

Karen J. Schumaker  
KAREN J. SCHUMAKER

DATED: May 21, 1992

Richard G. Tanita  
RICHARD G. TANITA

DATED: May 21, 1992

Edna O. Tanita  
EDNA O. TANITA

DATED: May \_\_, 1992

Kenneth H. Hendrickson  
KENNETH H. HENDRICKSON

DATED: May \_\_, 1992

Marian Hendrickson  
MARIAN HENDRICKSON

DATED: May 4, 1992

Robert S. Macalister  
ROBERT S. MACALISTER



DATED: May 24, 1992

Catherine V. MacAlister  
CATHERINE V. MacALISTER

DATED: May 15, 1992

Dennis E. Reynolds  
DENNIS E. REYNOLDS

DATED: May 15, 1992

Susan Reynolds  
SUSAN REYNOLDS

DATED: May 21, 1992

Zoltan Dala  
ZOLTAN DALA

DATED: May 21, 1992

Sarolta A. Dala  
SAROLTA A. DALA

DATED: May 11, 1992

LAS POSAS HILLS OWNERS ASSOCIATION

By [Signature]  
President

DATED: May 11, 1992

By [Signature]  
Secretary

DATED: May \_\_, 1992

THE MITCHELL COMPANY

By \_\_\_\_\_  
President

DATED: May \_\_, 1992

By \_\_\_\_\_  
Secretary

DATED: May \_\_, 1992

\_\_\_\_\_  
ROBERT BOSWELL

DATED: May 20, 1992

PLEASANT VALLEY RECREATION AND PARK DISTRICT

By Gary S. Gasperino  
GARY S. GASPERINO, Chairman of its Board of Directors

DATED: May   , 1992

RAMSEYER & ASSOCIATES

By Eddie Ramseyer  
EDDIE RAMSEYER, President

DATED: May   , 1992

Eddie Ramseyer  
EDDIE RAMSEYER

APPROVED AS TO FORM AND CONTENT:

DATED: May 26, 1992

COHEN, ENGLAND & WHITFIELD

By Mary Schroeder  
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 11, 1992

HENDERSON & WOHLGEMUTH

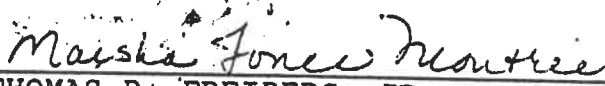
By

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

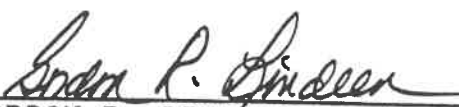
DATED: <sup>June</sup> ~~May~~ 3, 1992

RICHARDS, WATSON & GERSHON

By

  
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 1~~, 1992

RAMSEYER & ASSOCIATES

~~\_\_\_\_\_~~  
EDDIE RAMSEYER, President

DATED: ~~May 1~~, 1992

~~\_\_\_\_\_~~  
EDDIE RAMSEYER, In Propria  
Persona

m22177m.red  
wp\mwc

DATED: May \_\_, 1992

\_\_\_\_\_  
CATHERINE V. MacALISTER

DATED: May \_\_, 1992

\_\_\_\_\_  
DENNIS E. REYNOLDS

DATED: May \_\_, 1992

\_\_\_\_\_  
SUSAN REYNOLDS

DATED: May \_\_, 1992

\_\_\_\_\_  
ZOLTAN DALA

DATED: May \_\_, 1992

\_\_\_\_\_  
SAROLTA A. DALA

DATED: May \_\_, 1992

\_\_\_\_\_  
LAS POSAS HILLS OWNERS ASSOCIATION

By \_\_\_\_\_  
President

DATED: May \_\_, 1992

By \_\_\_\_\_  
Secretary

DATED: May 13, 1992

\_\_\_\_\_  
THE MITCHELL COMPANY

By [Signature]  
President

DATED: May \_\_, 1992

By \_\_\_\_\_  
Secretary

DATED: May 18, 1992

[Signature]  
ROBERT BOSWELL

EXHIBIT "A"

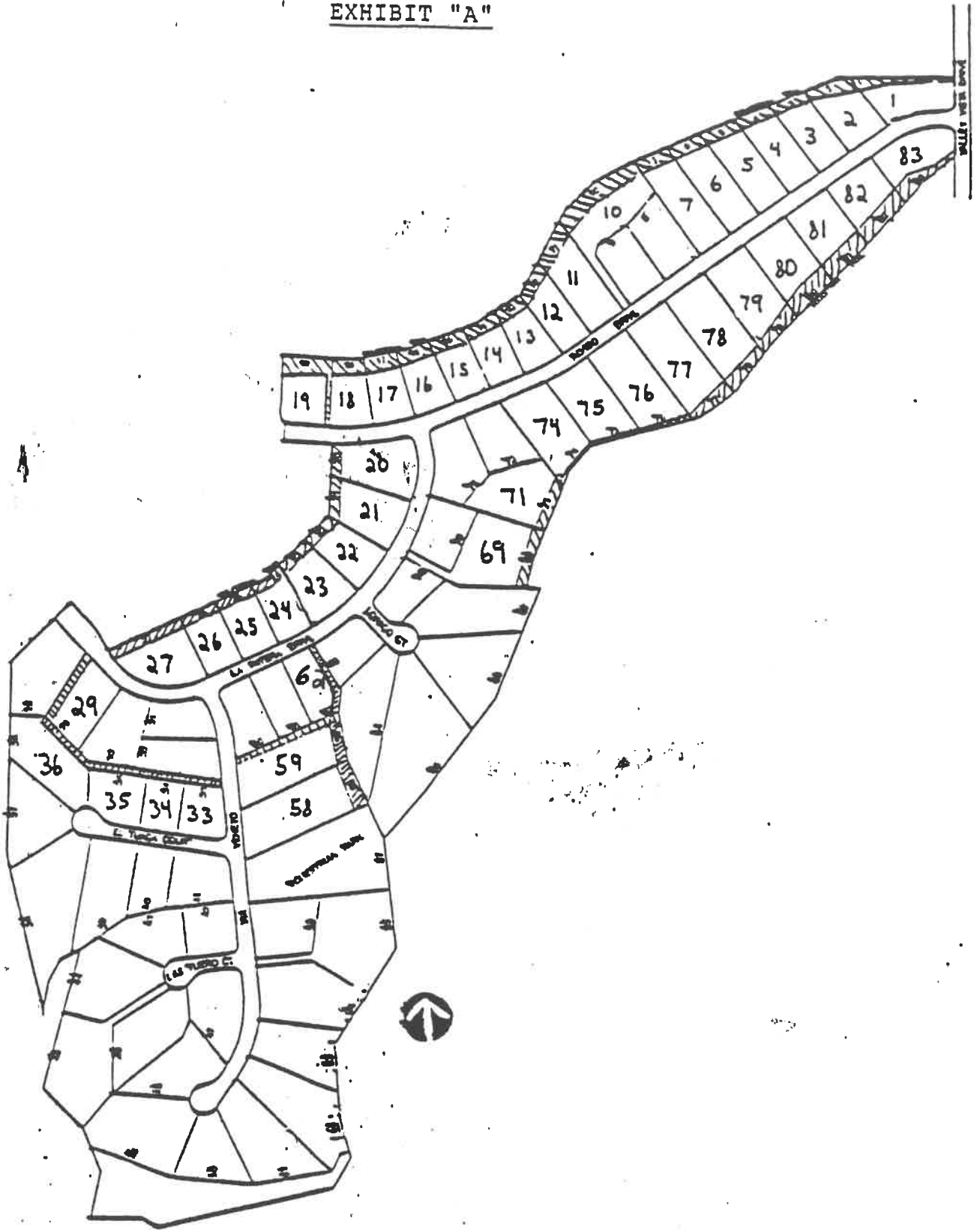


EXHIBIT "B"

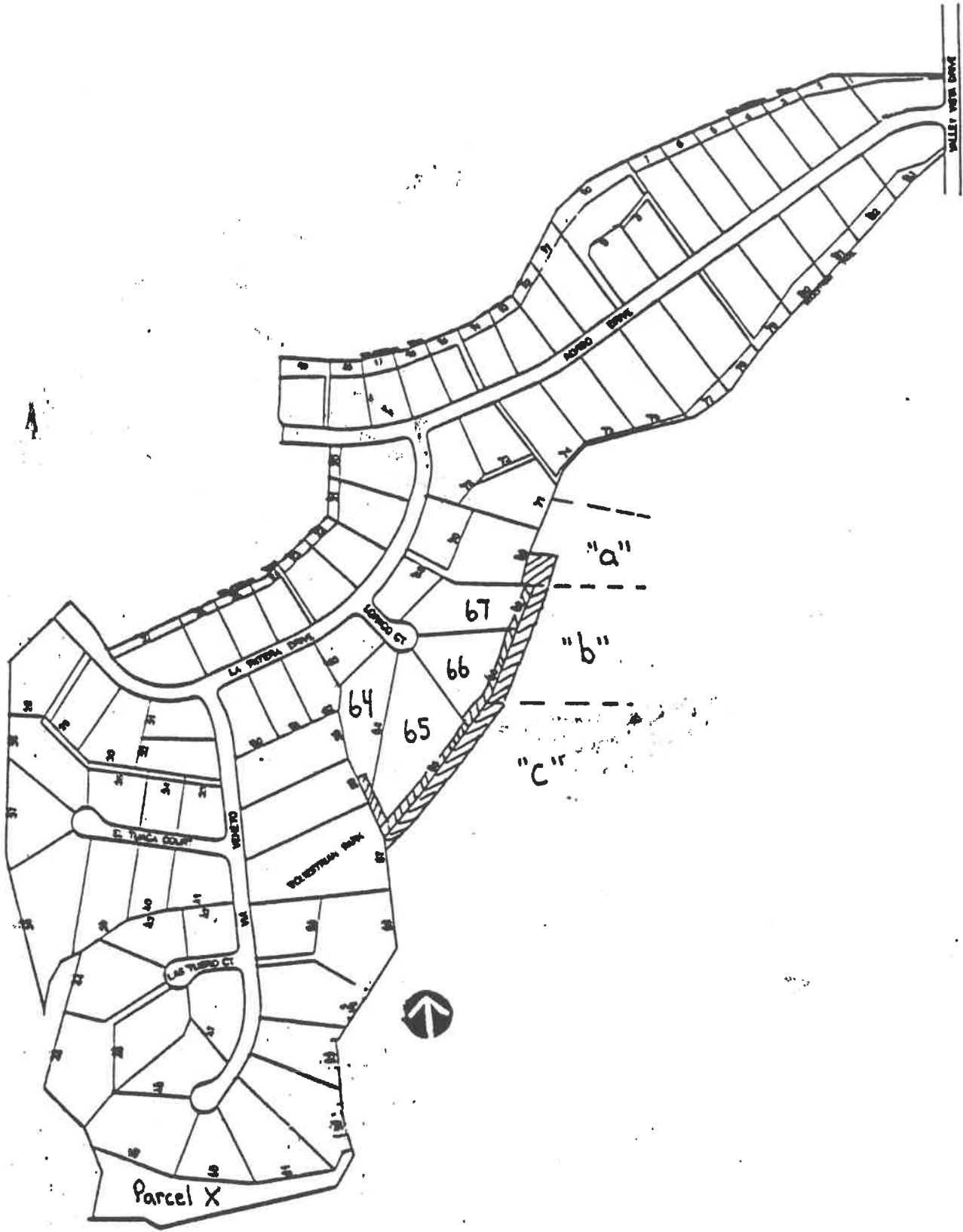


EXHIBIT "B"  
Affected Lots/Present Owners

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





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

## 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 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 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 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 <sup>1992</sup> 1992

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

By [Signature]  
President

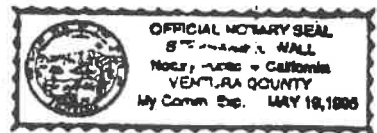
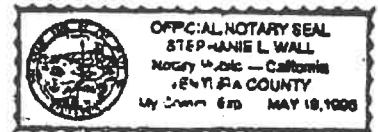
By [Signature]  
Secretary

STATE OF CALIFORNIA )  
                                  ) ss.  
COUNTY OF VENTURA )

On February 28 1992, before me the undersigned, a Notary Public in and for said State, personally appeared James A. Rice, 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 S. Sheridan, 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 seal.

Signature [Signature]  
Notary Public - State of California  
My commission expires \_\_\_\_\_



JUL 13 1992

1 CHRIS C. HAMER, ESQ.  
2 FERGUSON, CASE, ORR, PATERSON & CUNNINGHAM  
3 1050 South Kimball Road  
4 Ventura, California 93004  
5 (805) 659-6800

SHEILA GONZALEZ, Superior Court  
Executive Officer and Clerk

By \_\_\_\_\_, Deput

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

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF VENTURA

10 LAS POSAS EQUESTRIAN COMMITTEE, )  
11 an Unincorporated Association )  
12 on behalf of its members; LAS )  
13 POSAS RANCHEROS, a non-profit )  
14 California corporation; DAVID )  
15 ANDERSON, an Individual and on )  
16 behalf of the general public; )  
17 ROBERT W. SCHROEDER, an indi- )  
18 vidual; and LEONARD DIAMOND, )  
19 an Individual, )

20 Petitioners and Plaintiffs, )

21 vs. )

22 PLEASANT VALLEY RECREATION AND )  
23 PARK DISTRICT, a political )  
24 entity; et al., )

25 Respondents and Defendants. )

26 DAVID G. SCHUMAKER; KAREN J. )  
27 SCHUMAKER; RICHARD G. TANITA; )  
28 EDNA O. TANITA; KENNETH H. )  
HENDRICKSON, MARIAN HENDRICK- )  
SON, Trustees; ROBERT S. )  
MacALISTER, CATHERINE V. )  
MacALISTER, Trustees; DENNIS E. )  
REYNOLDS; SUSAN REYNOLDS; ZOL- )  
TAN DALA AND SAROLTA A. DALA, )

29 Cross-Complainants, )

30 vs. )

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

Case No. 96404

JUDGMENT BY COURT  
AFTER DEFAULT

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

1 POSAS RANCHEROS, a non-profit )  
 California corporation; DAVID )  
 2 ANDERSON, an Individual and on )  
 behalf of the general public; )  
 3 ROBERT W. SCHROEDER, an indivi- )  
 dual; and LEONARD DIAMOND, an )  
 4 Individual; GRIFFIN DEVELOPMENT )  
 CO., a corporation, now )  
 5 GRIFFIN HOMES, a corporation; )  
 FRONTIER ENTERPRISES, INC., a )  
 6 California corporation; ROBERT )  
 G. BOSWELL, an individual; )  
 7 MITCHELL COMPANY, INC., a )  
 corporation, sometimes doing )  
 8 business as THE MITCHELL )  
 COMPANY; PLEASANT VALLEY )  
 9 RECREATION AND PARK DISTRICT, a )  
 political entity; all persons )  
 10 unknown claiming any legal or )  
 equitable right, title, estate, )  
 11 lien or interest in or to )  
 equestrian or related easements )  
 12 described in the cross- )  
 complaint adverse to cross- )  
 13 complainants, named as DOES 501 )  
 through 750, inclusive, and )  
 14 DOES 751 through 950, )  
 Inclusive, )  
 15                     Cross-Defendants. )  
 16

17           This matter came on for hearing before the Honorable Barbara  
 18 A. Lane in Courtroom 31 of the above-entitled Court on July 13,  
 19 1992. Chris C. Hamer of Ferguson, Case, Orr, Paterson & Cunningham  
 20 appeared on behalf of defendants and cross-complainants DAVID G.  
 21 SCHUMAKER and KAREN J. SCHUMAKER ("SCHUMAKER"); RICHARD G. TANITA  
 22 and EDNA O TANITA ("TANITA"); KENNETH H. HENDRICKSON and MARIAN  
 23 HENDRICKSON as Trustees of the HENDRICKSON Family Trust dated  
 24 12/03/79 ("HENDRICKSON"); ROBERT S. MacALISTER and CATHERINE V.  
 25 MacALISTER as Trustees of the ROBERT S. MacALISTER and CATHERINE V.  
 26 MacALISTER Trust dated November 20, 1985 ("MacALISTER"); DENNIS E.  
 27 REYNOLDS and SUSAN K. REYNOLDS ("REYNOLDS"); ZOLTAN DALA and  
 28 SAROLTA A. DALA ("DALA").

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

7 IT IS THEREFORE ORDERED that:

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

16 Parties                      Real Property

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

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

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

27 d. DALA                                Lot 67 of Tract 2706 as per Map recorded  
28 in Book 84, Pages 50-53, inclusive, in

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

5 e. MacALISTER

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

12 f. REYNOLDS

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

19 2. All persons unknown claiming any legal or equitable right,  
20 title, estate, lien or interest in or to the equestrian or related  
21 easements in the above-described real property adverse to the  
22 above-described cross-complainants, named in the above-referenced  
23 cross-complaint as DOES 501 through 850, inclusive, have no right,  
24 title, interest or lien of any kind in the above-described real  
25 property.

26 3. The above-described cross-defendants and their agents,  
27 representatives and employees are hereby restrained from using the  
28 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.

//////

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1           4. Cross-complainants and the DOE cross-defendants shall bear  
2 their own attorneys' fees and costs.

3  
4 DATED:

JUL 13 1992

Barbara A Lane  
JUDGE OF THE SUPERIOR COURT

5 C25605  
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RECORDING REQUESTED BY  
CONTINENTAL LAWYERS TITIG-DI  
Recording Requested By  
And When Recorded Mail To:  
  
Pleasant Valley Recreation  
and Park District  
1605 East Burnley Street  
Camarillo, California 93010

93-051407 : Rec Fee  
Recorded : A.R. .00  
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 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 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 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, <sup>1992</sup>~~1993~~

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

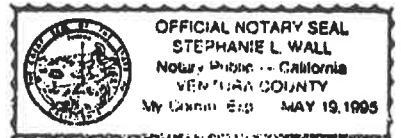
By   
\_\_\_\_\_  
President

By   
\_\_\_\_\_  
Secretary

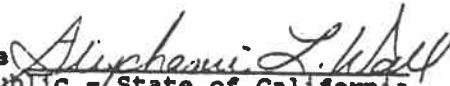
STATE OF CALIFORNIA    )  
                                  ) ss.  
COUNTY OF VENTURA    )

On February 28, 1992, before me the undersigned, a Notary Public in and for said State, personally appeared James A. Ricc., 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 S. Sheridan, 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.

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.



WITNESS my hand and official seal.

Signature   
Notary Public - State of California  
My commission expires \_\_\_\_\_



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

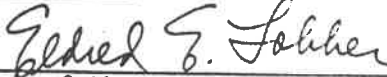
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a 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-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

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  
Recorder  
8:00am 17-Mar-93

VCOA

FF

4

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.)

1. 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 Dis-  
trict") for thirty (30) years following the date of the recorda-  
tion of this instrument, at which time this easement will auto-  
matically 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

1st: South 41°31'40" east, 17.26 feet; thence leaving  
said line

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

3rd: North 51°48'21" east, 30.61 feet; thence

524-041-0-851

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 northwesterly boundary of said Lot 2 the following two courses

7th: South 51°55'47" west, 57.95 feet; thence

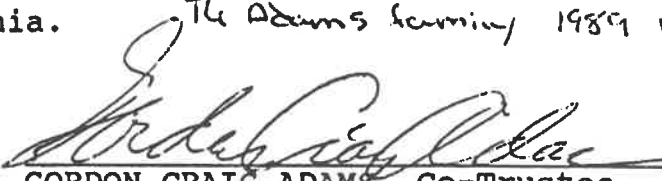
8th: South 48°35'09" west, 161.06 feet to the point of beginning.

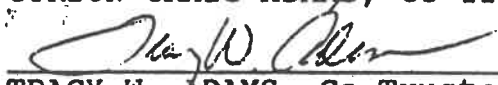
2. The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena.

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 12/11/92 at OXNARD,  
Ventura County, California. *The Adams Farming 1989 Revocable Trust*

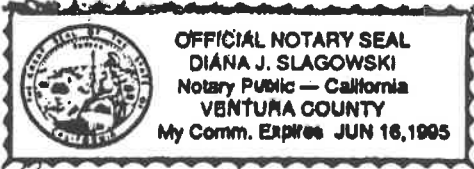
  
GORDON CRAIG ADAMS, Co-Trustee


  
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.



 Notary Public  
C25668

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

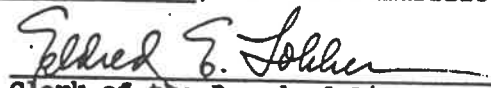
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

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 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 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



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

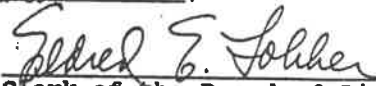
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

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 March 15, 1993 at Camarillo, Ventura County, California.

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

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

93-047671

Rec Fee  
A.R. .00

WHEN RECORDED MAIL TO:  
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 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

DOCUMENTARY TRANSFER TAX \$ -0-

..... 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

Signature of Declarant or Agent determining tax - Firm Name

4925946

152-0-352-025

GRANT DEED

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

~~FOR A LIMITED CONSIDERATION OF \$10,000.00 TO BE PAID BY THE DONORS~~

AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY  
ZOLTAN DALA and SAROLTA A. DALA, 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

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:

Beginning at the most southerly corner of said Lot 67; thence along the southeasterly line of said Lot 67

1st: North 75°56'07" west, 17.24 feet; thence leaving said southwesterly line

2nd: North 36°13'42" east, 38.74 feet; thence

3rd: North 48°46'45" east, 86.91 feet; thence

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

5th: South 67°13'42" 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 39°29'09" west, 40.02 feet to the point of beginning

Dated January 31, 1993

STATE OF CALIFORNIA }  
COUNTY OF Ventura } ss.

On January 31, 1993 before me,

Norman L. Horton

personally appeared Zoltan Dala and  
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) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signa-  
ture(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

Zoltan Dala  
ZOLTAN DALA

Sarolta A. Dala  
SAROLTA A. DALA



(This area for official notarial seal)

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

93-047668

Rec Fee  
A. R. .00

WHEN RECORDED MAIL TO:  
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 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

DOCUMENTARY TRANSFER TAX \$ -0-  
..... 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.

Signature of Declarant or Agent determining tax -- Firm Name

4925943  
152-0-140-415

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

GRANT DEED

~~FOR YOUR INFORMATION, THIS INSTRUMENT IS BEING RECORDED AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY,~~  
RICHARD A. ELLIOTT AND ROSE M. ELLIOTT, 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

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. 17, 1993

*Richard A. Elliott*  
RICHARD A. ELLIOTT

STATE OF CALIFORNIA )  
COUNTY OF Ventura ) ss.

On Jan. 17, 1993 before me,

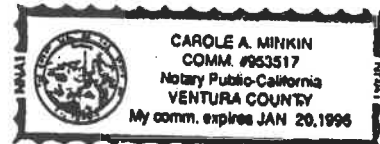
*Rose M. Elliott*  
ROSE M. ELLIOTT

personally appeared Richard A. Elliott 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) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signa-  
ture(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 *Carole G. Minkin*



(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

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

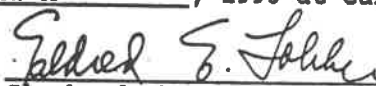
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

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 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

93-047665

Rec Fee  
A.R.

.00

When Recorded Mail To:

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

6

4925940

152-0-101-035

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 instru-  
ment, 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.

Executed on 2-5-93 at Camille

Ventura County, California.

  
\_\_\_\_\_  
ROGERIO GARCIA

  
\_\_\_\_\_  
VICTORIA 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."

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;

- 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 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."

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

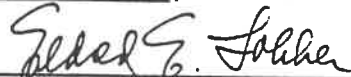
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

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 Rogerio 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 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 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

93-047669

Rec Fee  
A.R. .00

When Recorded Mail To:

Recorded  
Official Records  
County of  
Ventura  
Richard D. Dean  
Recorder

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

8:00am 17-Mar-93 : VCOA FF 4

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.)

152-0-370-025

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.

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

Billy E. Kilby  
Billy E. Kilby

Wilma F. Kilby  
Wilma F. Kilby

"Grantor"

STATE OF CALIFORNIA )  
                                  ) ss.  
COUNTY OF VENTURA )

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 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.



Carole Martin  
Notary Public in and for said  
County and State

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 is, hereby accepted, and that said Grant of Easement, dated 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. 300 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

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

NAME [ Pleasant Valley Recreation and Park District ]  
STREET ADDRESS [ 1605 East Burnley ]  
CITY STATE ZIP [ Camarillo, CA 93010 ]

93-047673

Rec Fee .00  
A.R.

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	ALL
				PTN X

Title Order No. 4925948  
Escrow or Loan No.

### GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$ -0- CITY TAX \$ \_\_\_\_\_  
 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~~ ~~IN FULL PAYMENT OF WHICH THEY ARE DEBTORS~~  
AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY,  
ROBERT S. MACALISTER and CATHERINE V. MACALISTER, Trustees of the Robert S. MacAlister and Catherine V. MacAlister Trust Dated November 20, 1985 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 consideration was received by any party.

Robert S. MacAlister and Catherine V. MacAlister TRUST

Dated November 10, 1992

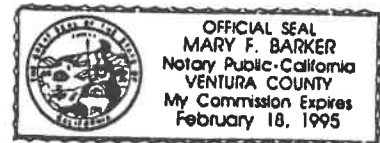
Robert S. MacAlister  
ROBERT S. MACALISTER, Trustee

STATE OF CALIFORNIA  
COUNTY OF Ventura } SS  
On November 10, 1992 before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT S. MACALISTER and CATHERINE V. MACALISTER

Catherine V. MacAlister  
CATHERINE V. MACALISTER, Trustee

\_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person S whose name S subscribed to the within instrument and acknowledged that they executed the same. WITNESS my hand and official seal

Signature Mary F. Barker



(This area for official notarial seal)

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 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 66; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 66

1ST: NORTH  $18^{\circ}16'58''$  WEST, 3.50 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE

2ND: NORTH  $59^{\circ}35'04''$  EAST, 21.30 FEET; THENCE

3RD: NORTH  $55^{\circ}18'48''$  EAST, 38.37 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 66; THENCE ALONG SAID SOUTHEASTERLY LINE

4TH: SOUTH  $53^{\circ}38'07''$  WEST, 60.63 FEET TO THE POINT OF BEGINNING.

PARCEL B:

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

1ST: NORTH  $75^{\circ}56'07''$  WEST, 17.24 FEET; THENCE LEAVING SAID NORTHERLY LINE

2ND: SOUTH  $34^{\circ}13'42''$  WEST, 21.60 FEET; THENCE

3RD: SOUTH  $32^{\circ}46'05''$  WEST, 108.36 FEET; THENCE

4TH: SOUTH  $45^{\circ}50'18''$  WEST, 25.00 FEET; THENCE

5TH: SOUTH  $41^{\circ}59'32''$  WEST, 56.27 FEET; THENCE

6TH: SOUTH  $39^{\circ}54'31''$  WEST, 29.75 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 66; THENCE ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING TWO COURSES

7TH: NORTH  $53^{\circ}38'07''$  EAST, 25.97 FEET; THENCE

8TH: NORTH  $39^{\circ}29'09''$  EAST, 222.33 FEET TO THE POINT OF BEGINNING.

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  
CONTINENTAL LAWYERS TITLE-81  
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 4

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.)

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 instru-  
ment, 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

1st: 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

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.

Executed on February 5th 1903 at Oxnard,  
Ventura County, California.

  
STANLEY J. PAJKA

  
ELIZABETH PAJKA

"Grantor"

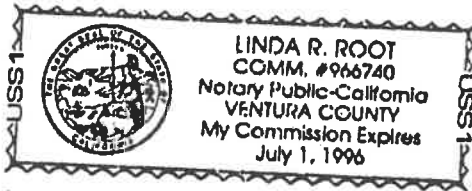
STATE OF CALIFORNIA )  
 )  
COUNTY OF VENTURA )

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 \_\_\_\_\_

*Linda R. Root*



PLEASANT VALLEY RECREATION AND PARK DISTRICT  
RESOLUTION NO. 302

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

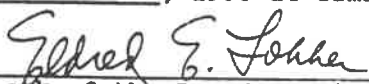
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

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 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

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

93-047672

Rec Fee  
A. R. .00

WHEN RECORDED MAIL TO:

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

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

VCOA FF 2

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

DOCUMENTARY TRANSFER TAX \$ -0-

..... 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. FERGUSON, CASE, ORR, PATERSON  
& CUNNINGHAM

By: Blaine J. Wanke  
Signature of Declarant or Agent determining tax - Firm Name  
Blaine J. Wanke

152-0-370-045

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
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 February 19, 1993

Salvador Plascencia  
Salvador Plascencia

STATE OF CALIFORNIA  
COUNTY OF Ventura } ss.

On February 19, 1993 before me,

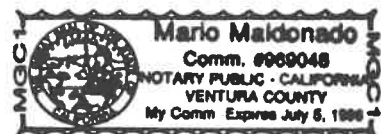
Mario Maldonado, Notary Public  
personally appeared Salvador Plascencia and  
Soledad Plascencia

Soledad Plascencia  
Soledad Plascencia

personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that ~~they~~ they executed the same  
in ~~his~~/their authorized capacity(ies), and that by ~~his~~/their signa-  
ture(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 Mario Maldonado



(This area for official notarial seal)

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 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 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

RECORDING REQUESTED BY  
RECORDING REQUESTED BY  
CONTINENTAL LAWYERS TITLE-81

AND WHEN RECORDED MAIL THIS DEED AND UNLESS OTHERWISE SHOWN BELOW  
MAIL TAX STATEMENT TO:

Name Pleasant Valley Recreation and  
Park District  
Street 1605 East Burnley  
Address Camarillo, CA 93010  
City & State

93-047674 : Rec Fee  
: A.R. .00

MAIL TAX STATEMENTS TO

Name Pleasant Valley Recreation and  
Park District  
Street 1605 East Burnley  
Address Camarillo, CA 93010  
City & State

Recorded  
Official Records :  
County of :  
Ventura :  
Richard D. Dean :  
Recorder :  
8:00am 17-Mar-93 : VCDA FF 3

TITLE ORDER NO. ESCROW NO.

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  
consideration was received by any party.

Dated November 6, 1995.

Dennis E. Reynolds  
DENNIS E. REYNOLDS, Trustee of the  
Reynolds 1991 Trust

STATE OF CALIFORNIA }  
COUNTY OF Ventura } SS.  
On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 19\_\_\_\_  
before me, the undersigned, a Notary Public in and for said State,  
personally appeared DENNIS E. REYNOLDS  
and SUSAN K. REYNOLDS

Susan K. Reynolds  
SUSAN K. REYNOLDS, Trustee of the  
Reynolds 1991 Trust

\_\_\_\_\_, personally known to me  
(or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) are subscribed to the within  
instrument, and acknowledged to me that they executed it.

WITNESS my hand and official seal.



Signature Linda K. Speckel  
NOTARY PUBLIC IN AND FOR SAID STATE

(This area for official notarial seal)

TRACT NO. 2706 - LOT 65  
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

1ST: NORTH 08°07'28" WEST, 113.79 FEET; THENCE AT RIGHT  
ANGLES.

2ND: NORTH 81°52'32" EAST, 26.23 FEET; THENCE PARALLEL TO  
SAID SOUTHWESTERLY LINE

3RD: SOUTH 08°07'28" EAST, 52.49 FEET; THENCE

4TH: SOUTH 04°55'04" WEST, 56.86 FEET TO A POINT IN THE  
SOUTHEASTERLY LINE OF SAID LOT 65; THENCE ALONG SAID  
SOUTHEASTERLY LINE

5TH: SOUTH 58°03'47" WEST, 14.65 FEET TO THE POINT OF  
BEGINNING.

PARCEL B:

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

1ST: 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 FEET; THENCE LEAVING SAID  
SOUTHEASTERLY LINE

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

11TH: NORTH 59°35'04" EAST, 28.73 FEET TO A POINT IN THE  
NORTHEASTERLY LINE OF SAID LOT 65 DISTANT 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 POINT OF  
BEGINNING.



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 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

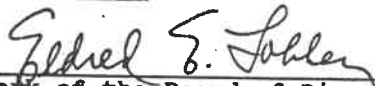
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

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 Susan 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

Order No.  
Escrow No.  
Loan No.

93-047667

Rec Fee  
A. R. .00

WHEN RECORDED MAIL TO:  
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 3

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

NA

DOCUMENTARY TRANSFER TAX \$.....-0-  
..... 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.

Signature of Declarant For Agent determining tax - Firm Name

4925942  
152-0-370-055

GRANT DEED

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

~~FOR A TAXABLE CONSIDERATION~~  
A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY,  
HENRY Y. SASAKI and BETTY M. 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  
of said Lot 52.

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.

Dated OCT 22, 1992

STATE OF CALIFORNIA }  
COUNTY OF Ventura } ss.

On October 22, 1992 before me,

Helen Elaine Zaretsky  
personally appeared HENRY Y. SASAKI and  
BETTY M. SASAKI

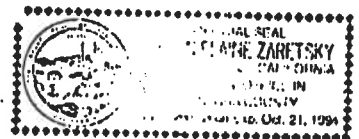
personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person(s) whose name(s) are subscribed to the within  
instrument and acknowledged to me that ~~both~~ they executed the same  
in ~~their~~ their authorized capacity(ies), and that by ~~their~~ their signa-  
ture(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 Helen Elaine Zaretsky

Henry Y. Sasaki  
HENRY Y. SASAKI

Betty M. Sasaki  
BETTY M. SASAKI



(This area for official notarial seal)

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 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

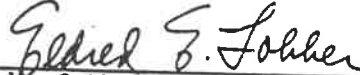
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

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 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 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

93-050157

Rec Fee  
A. R. .00

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

VCDA GG 7

**RECORDING REQUESTED BY  
CONTINENTAL LAWYERS TITLE-81**

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

NO TRANSFER TAX DUE AS EASEMENT  
HAS NO APPARENT VALUE. NO  
CONSIDERATION RECEIVED.

*John J. Ruppel* LT

**GRANT OF EASEMENT**

CONTINENTAL LAWYERS TITLE COMPANY

This agreement made this 11 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.

4930559

**RECITALS**

A. 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, California.

B. 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 3 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.

C. 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".

D. 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 plans for Lot 3.

NOW, THEREFORE, it is agreed as follows:

1. Grant of Easement. 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:

a) 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 self-insured 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. Binding Effect. 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

By   
IRMA SKUDRIS, Trustee

GRANTEE:

PLEASANT VALLEY RECREATION AND  
PARK DISTRICT

By *Gary S. Lopezino*  
Chairman, Board of Directors

APPROVED AS TO FORM:

By *Glenn R. Brown*  
General Counsel, PLEASANT  
VALLEY RECREATION AND PARK  
DISTRICT

APPROVED AS TO FORM AND SUBSTANCE

*Glenn E. Churchman*  
Glenn E. Churchman  
Attorney and Developer for  
SKUDRIS

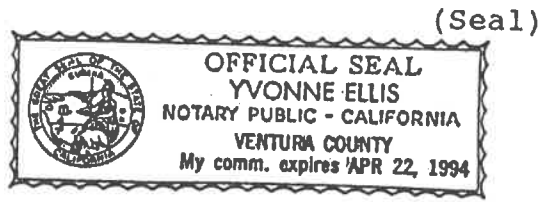


STATE OF CALIFORNIA )  
 )  
COUNTY OF VENTURA )

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.

Yvonne Ellis  
Notary Public

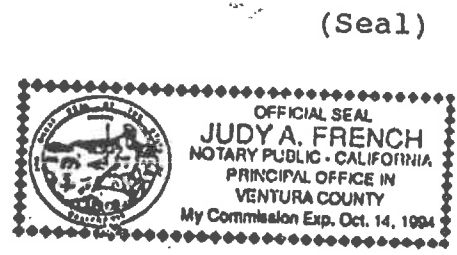
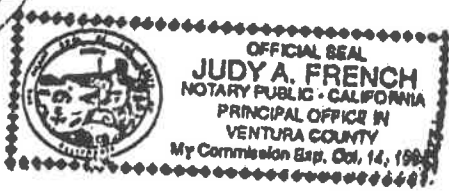


STATE OF CALIFORNIA )  
 )  
COUNTY OF VENTURA )

On March 18, 1993, before me, a notary public, personally appeared GARY S. GABERINO, 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.

Judy A. French  
Notary Public



m23764m  
wp\mwc

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 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

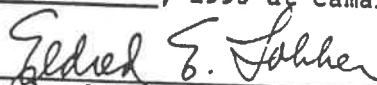
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

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 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 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 93010

4925939

93-047664

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

Rec Fee  
A.R. .00

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 re-  
ferred 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 instru-  
ment, 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

AP No. 152-0-140-435

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.

Executed on October 5, 1992 at McCarthy,  
Ventura County, California.

  
\_\_\_\_\_  
CHRISTOPHER SMITH, Trustee

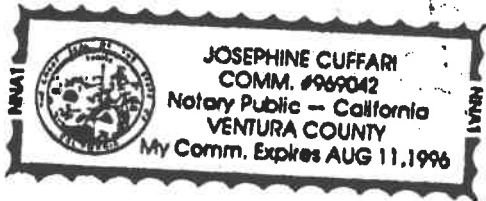
  
\_\_\_\_\_  
ELLEN F. SMITH, Trustee

"Grantor"

STATE OF CALIFORNIA  
COUNTY OF VENTURA

On October 6<sup>th</sup>, 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*  
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 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 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 F. 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.

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. 306 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.

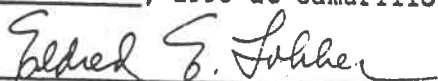
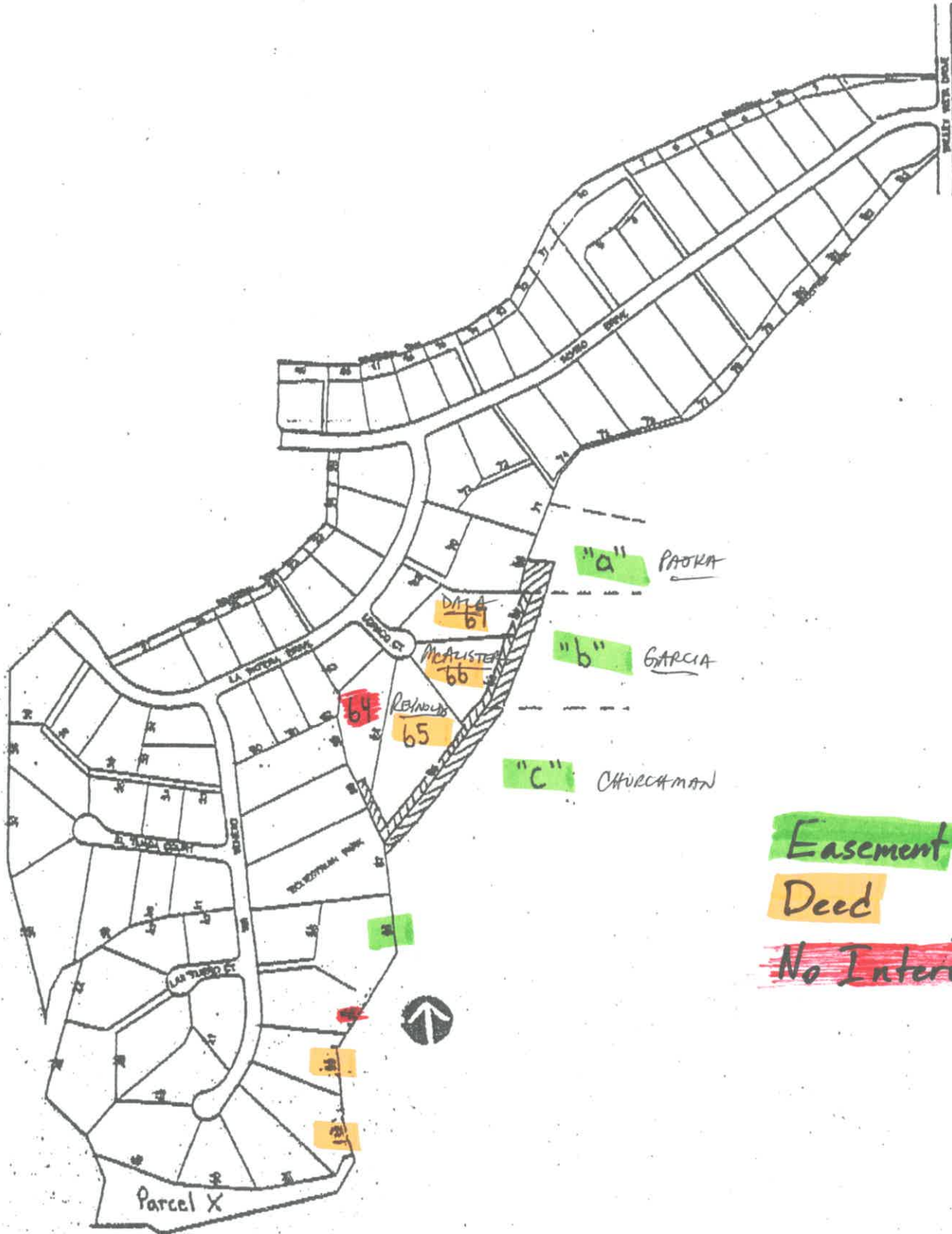
  
Clerk of the Board of Directors  
Pleasant Valley Recreation and  
Park District

EXHIBIT "B"



**Easement**  
**Deed**  
~~No Interest~~

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



EXHIBIT "C"



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  
Parcel "f" SMITH

RECORDING REQUESTED BY  
CONTINENTAL LAWYERS TIT 17-01  
Recording Requested By  
And When Recorded Mail To:

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

93-051407

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

Rec Fee  
A.R.

.00

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 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 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 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, 1992

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

By [Signature]  
President

By [Signature]  
Secretary

STATE OF CALIFORNIA )  
COUNTY OF VENTURA ) ss.

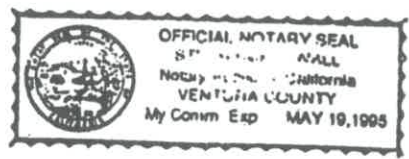
On February 28, 1992, before me the undersigned, a Notary Public in and for said State, personally appeared James A. Rice, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as president, and Janis S. Sheridan, personally known 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.

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.



WITNESS my hand and official seal.

Signature [Signature]  
Notary Public - State of California  
My commission expires \_\_\_\_\_



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 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-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



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

PAJKA "A"

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

(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

1st: 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

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.

Executed on February 5th 1903 at Oxnard,  
Ventura County, California.

  
STANLEY J. PAJKA

  
ELIZABETH PAJKA

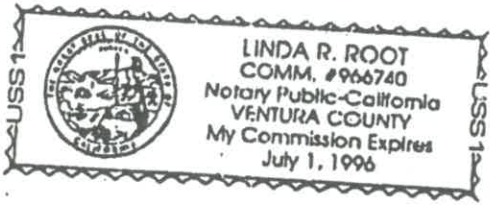
"Grantor"

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 Linda R. Root





PLEASANT VALLEY RECREATION AND PARK DISTRICT  
RESOLUTION NO. 302

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

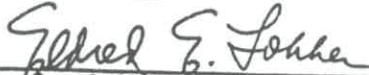
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

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 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



## Pajka Lot "A"

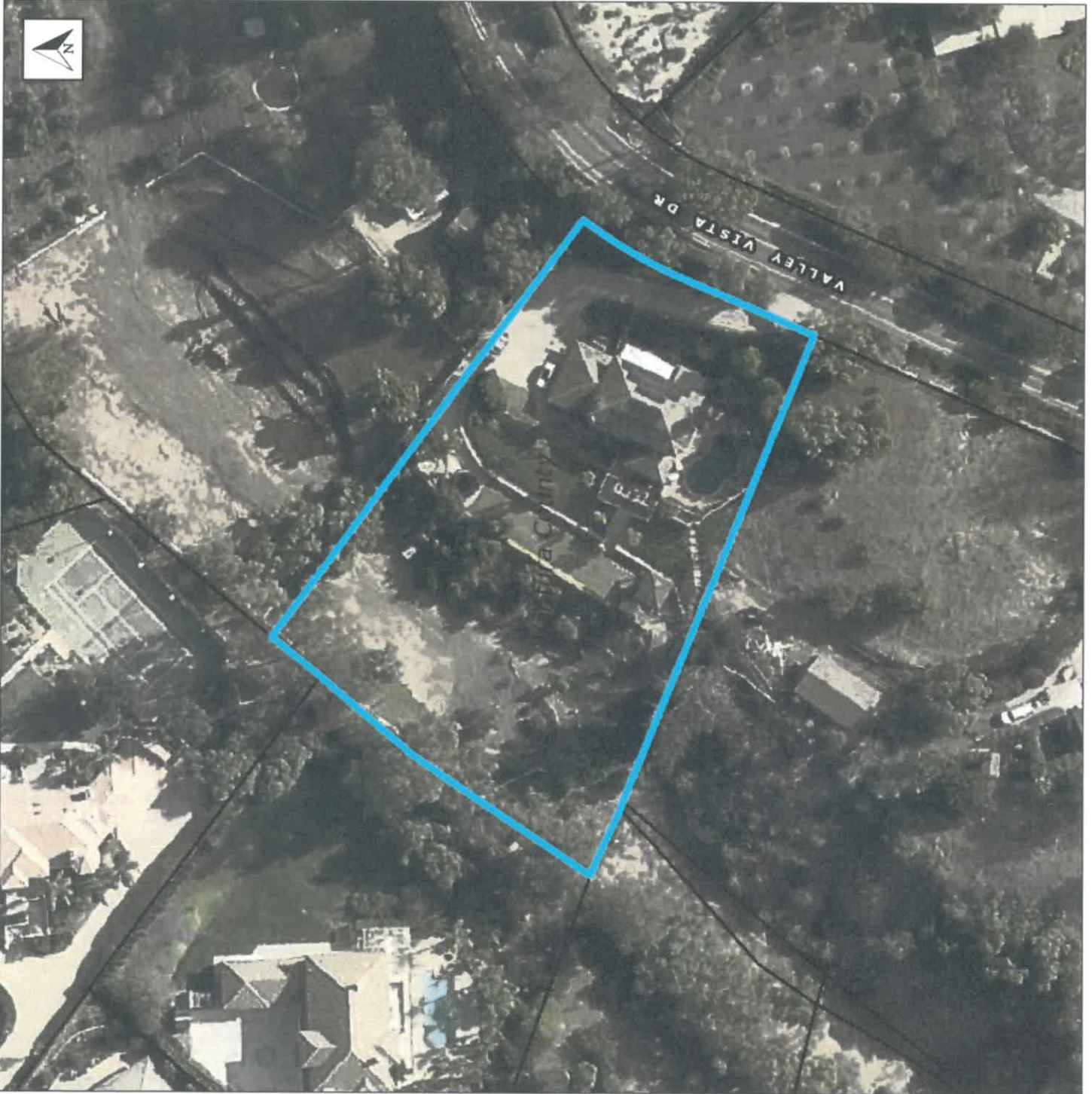
### Legend

- Streets
- 1:6000
- Parcels

0 94.04 Distance Feet

1: 1,128

Disclaimer: The information contained on this web site and in this application was created by the Ventura County Geographical Information System (GIS), which is designed and operated solely for the convenience of the County and related contract entities. The information is provided "as is" without warranty, and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.





RECORDING REQUESTED BY  
CONTINENTAL LAWYERS TITLE-81

GARCIA "B"

93-047665

Rec Fee

When Recorded Mail To:

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

6

4925940

152-0-101-035

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.

Executed on 2-5-93 at Cambridge  
Ventura County, California.

Rogelio Garcia  
ROGERIO GARCIA  
Victoria Garcia  
VICTORIA 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."



## 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;

- 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 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."

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 Rogerio 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 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 March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.

*Eldred E. Lokker*  
Clerk of the Board of Directors  
Pleasant Valley Recreation and  
Park District





## Garcia Lot "B"

### Legend

- Streets
- 1:6000
- Parcels



1: 1,128

Disclaimer: The information contained on this web site and in this application was created by the Ventura County Geographic Information System ("GIS") and is provided "as is" and "as available" without warranty. The County does not warrant the accuracy of this information, and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.





SKUDRIS/  
CHURCHMAN

93-050157

Rec Fee  
A.R.

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

VCDA GG 7

RECORDING REQUESTED BY  
CONTINENTAL LAWYERS TITLE-81

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

NO TRANSFER TAX DUE AS EASEM  
HAS NO APPARENT VALUE. NO  
CONSIDERATION RECEIVED.

*John J. Pappalardo*

GRANT OF EASEMENT

CONTINENTAL LAWYERS TITLE COM

This agreement made this 11 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.

4930559

RECITALS

A. 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, California.

B. 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 3 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.

C. 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".

D. 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 plans for Lot 3.

NOW, THEREFORE, it is agreed as follows:

1. Grant of Easement. 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:

a) 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 self-insured 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. Binding Effect. 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

By Irma Skudris  
IRMA SKUDRIS, Trustee

GRANTEE:

PLEASANT VALLEY RECREATION AND  
PARK DISTRICT

By Jay S. Loperino  
Chairman, Board of Directors

APPROVED AS TO FORM:

By Ernest R. Brown  
General Counsel, PLEASANT  
VALLEY RECREATION AND PARK  
DISTRICT

APPROVED AS TO FORM AND SUBSTANCE

Glenn E. Churchman  
Glenn E. Churchman  
Attorney and Developer for  
SKUDRIS



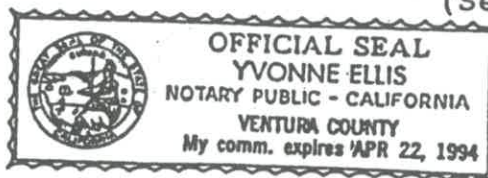
STATE OF CALIFORNIA )  
 )  
COUNTY OF VENTURA )

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.

Yvonne Ellis  
Notary Public

(Seal)



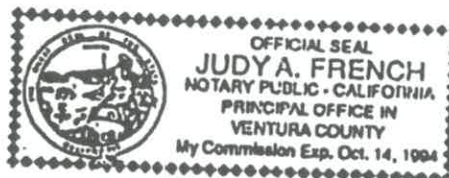
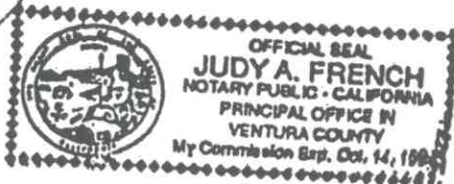
STATE OF CALIFORNIA )  
 )  
COUNTY OF VENTURA )

On March 18, 1993, before me, a notary public, personally appeared GARY S. GASPERINO, 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.

Judy A. French  
Notary Public

(Seal)



m23764m  
wp\mwc

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 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

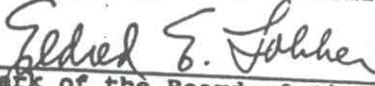
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

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 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 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

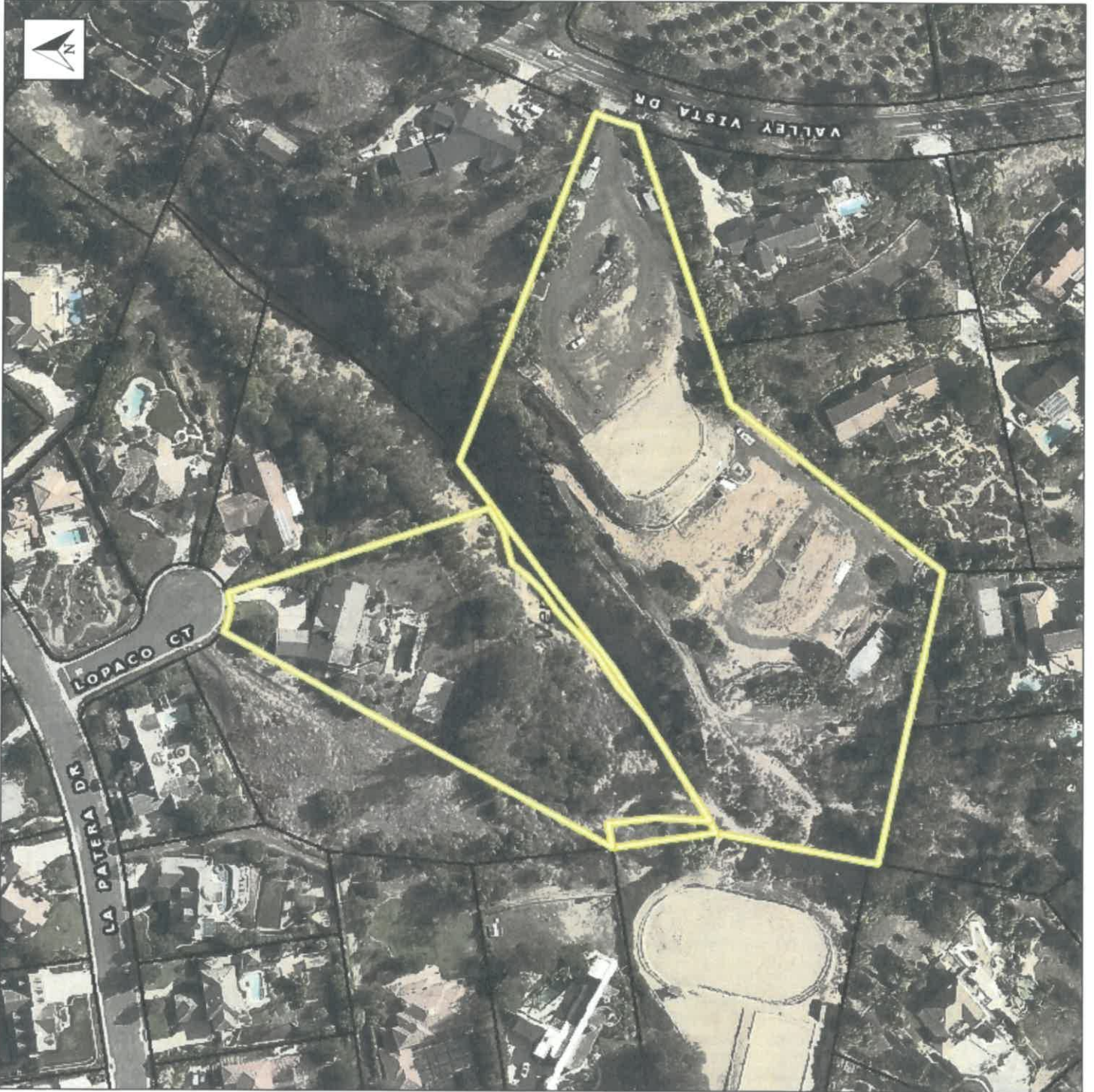
Reynolds-Churchman-  
Skudris-Lots 65"/"G"  
*Legend*

- Streets
- 1:6000
- Parcels

0 188.08 Distance Feet

1: 2,257

Disclaimer: The information on this web site and in the application was created by the Ventura County Department of Planning and Community Development and is not intended to be used as a substitute for a professional survey. The County does not warrant the accuracy of this information, and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.





RECORDING REQUESTED BY  
CONTINENTAL LAWYERS TITLE-81

SMITH/CHURCHMAN

When Recorded Mail To:

93-047664

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 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.)

AP No. 152-0-140-435

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.

Executed on October 5, 1992 at McCarthy,  
Ventura County, California.

  
CHRISTOPHER SMITH, Trustee

  
ELLEN F. SMITH, Trustee

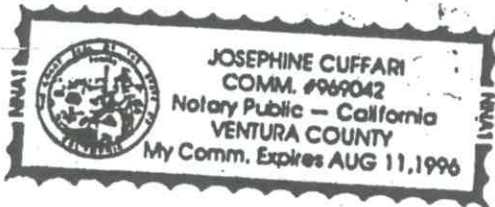
"Grantor"

STATE OF CALIFORNIA

COUNTY OF VENTURA

On October 6<sup>th</sup>, 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*  
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 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

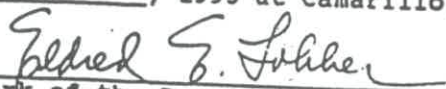
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

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 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 F. 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.

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. 306 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

Churchman-Smith Lot "C"

## Legend

- Streets
- 1:6000
- Parcels



0 188.08 Distance Feet

1: 2,257

Disclaimer: The information contained on this web site and in this application was created by the Ventura County Geographical Information System (GIS), which is designed and operated solely for the convenience of the County and related contract entities. The information is provided as a service and is not intended to constitute a warranty of economic loss or physical injury should be made in reliance thereon.





RECORDING REQUESTED BY  
CONTINENTAL LAWYERS TITLE-81

ADAMS "D"

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  
Recorder

8:00am 17-Mar-93

VCOA

FF

4

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.)

52-0-140-425

1. 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

1st: South 41°31'40" east, 17.26 feet; thence leaving said line

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

3rd: 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.

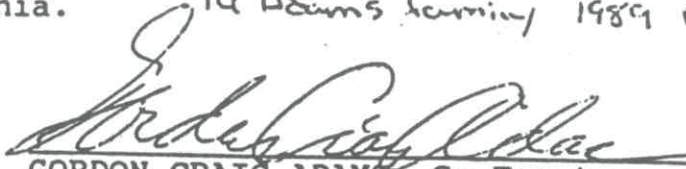
2. The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena.

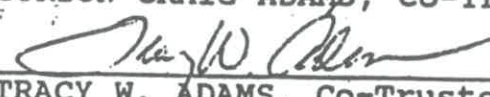
3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.

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 12/11/92 at OKNARD,  
Ventura County, California.

The Adams Learning 1989 Receivable T

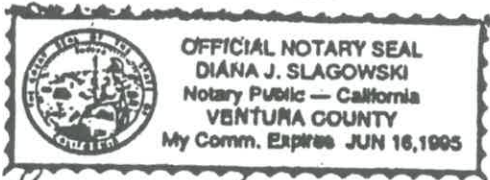
  
GORDON CRAIG ADAMS, Co-Trustee

  
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.



 Notary Public  
C25668



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

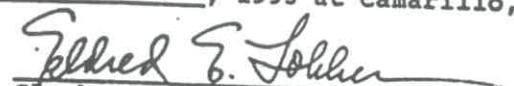
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

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 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 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

Adams Lot D

## Legend

- Streets
- 1:6000
- Parcels

0 94.04 Distance Feet

1: 1,128

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ELLIOTT  
"E"

Escrow No.  
Loan No.

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

93-047668 : Rec Fee : .00  
: A. R.  
Recorded  
Official Records :  
County of  
Ventura :  
Richard D. Dean :  
Recorder :  
8:00am 17-Mar-93 : VCOA FF 2

SPACE ABOVE THIS LINE FOR RECORDERS USE

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

DOCUMENTARY TRANSFER TAX \$ -0-  
..... 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.  
*Richard A. Elliott*  
Signature of Declarant or Agent determining tax - Firm Name

4925943  
152-0-140-415

GRANT DEED

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

~~FOR YOUR INFORMATION~~ CONSIDERATION OF MONEY PAID BY DEEDOR TO GRANTEE  
AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY,  
RICHARD A. ELLIOTT AND ROSE M. ELLIOTT, 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

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. 17, 1993

STATE OF CALIFORNIA }  
COUNTY OF Ventura } ss.

On Jan. 17, 1993 before me,

personally appeared Richard A. Elliott 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) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signa-  
ture(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 *Carole A. Minkin*

*Richard A. Elliott*  
RICHARD A. ELLIOTT

*Rose M. Elliott*  
ROSE M. ELLIOTT



(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE



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 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.

*Eldred E. Lokker*  
Clerk of the Board of Directors  
Pleasant Valley Recreation and  
Park District



# County View

Elliott Lot E

## Legend

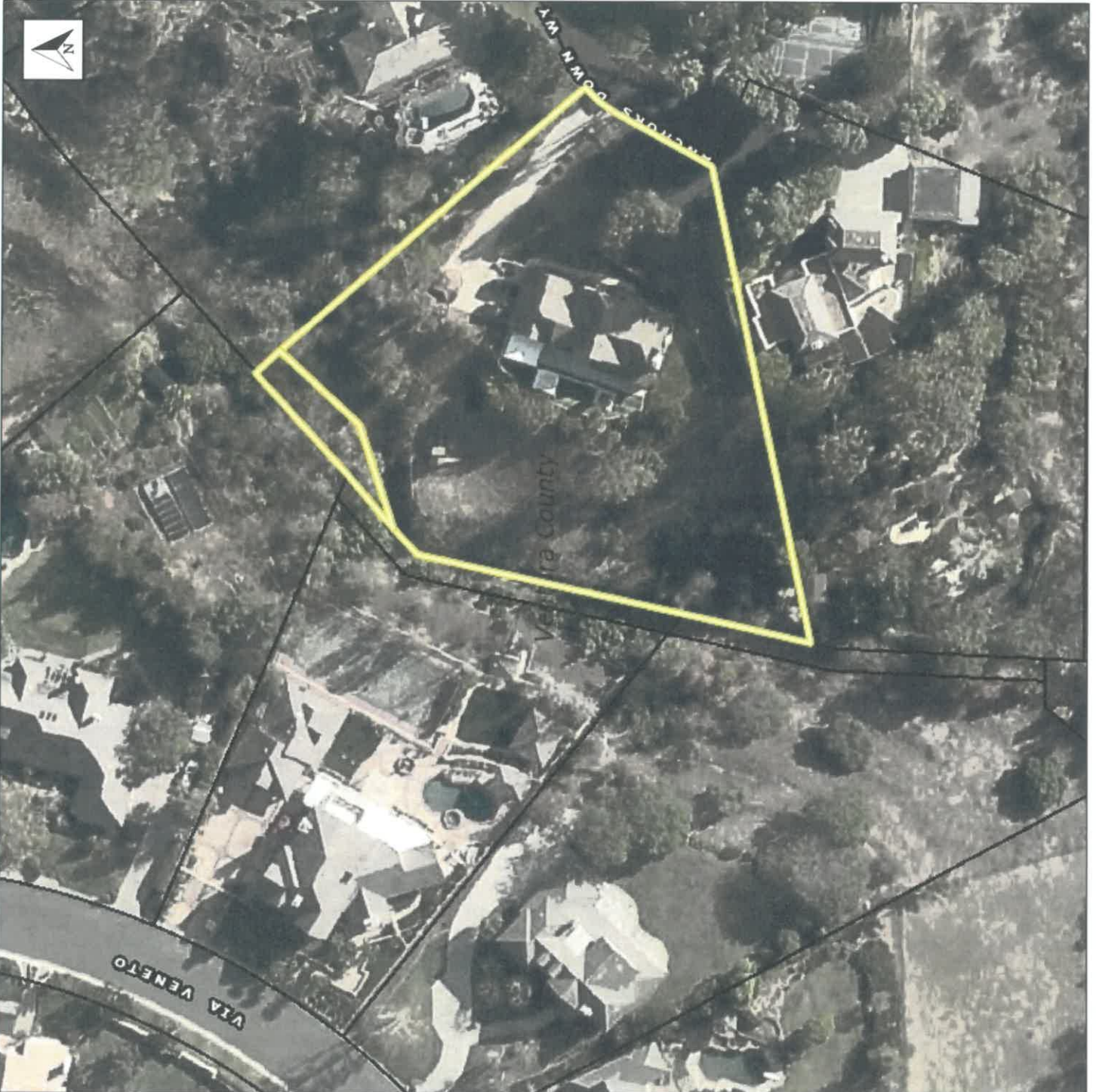
- Streets
- 1:6000
- Parcels



0 94.04 Distance Feet

1: 1,128

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SASAKI

"52"

Order No.  
Escrow No.  
Loan No.

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

93-047667

Rec Fee  
A.R.

Recorded  
Official Records  
County of  
Ventura  
Richard D. Dean  
Recorder  
8:00am 17-Mar-93  
OFFICE ABOVE THIS LINE FOR RECORDER'S USE

VCOA FF

MAIL TAX STATEMENTS TO:

NA

DOCUMENTARY TRANSFER TAX \$ -0-

..... Computed on the consideration or value of property conveyed: ( )  
..... Computed on the consideration or value less liens or encumbrances remaining at time of sale.

*Richard D. Dean*

Signature of Declarant or Agent determining tax - Firm Name

4925942  
152-0-370-055

No Documentary Transfer Tax is due if the instrument has no apparent value. No consideration was received by any person.

GRANT DEED

~~FOR VALUABLE CONSIDERATION~~  
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

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 of said Lot 52.

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.

Dated OCT 22, 1992

STATE OF CALIFORNIA  
COUNTY OF Ventura

On October 22, 1992 before me,

Helen Elaine Zaratsky  
personally appeared HENRY Y. SASAKI and  
BETTY W. SASAKI

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

WITNESS my hand and official seal.

Signature Helen Elaine Zaratsky

*Henry Y. Sasaki*  
HENRY Y. SASAKI

*Betty W. Sasaki*  
BETTY W. SASAKI  
H. R. D.



(This area for official notarial seal)

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 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 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 March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.

*Eldred E. Lokker*  
Clerk of the Board of Directors  
Pleasant Valley Recreation and  
Park District





# County View

Sasaki Lot 52

## Legend

Streets

1:6000

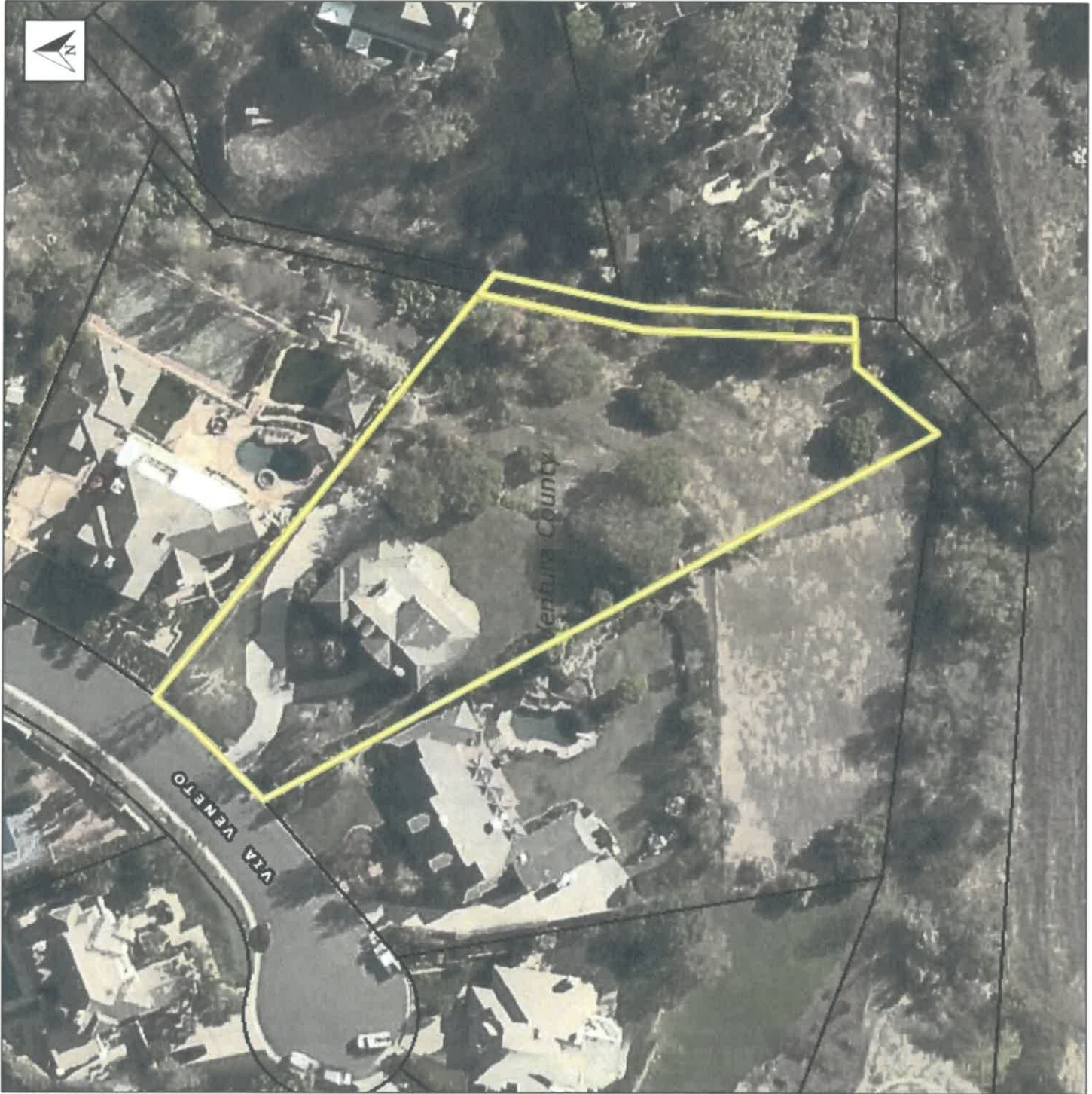
Parcels



0 94.04 Distance Feet

1: 1,128

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PLASCENCIA  
"53"

RECORDING REQUESTED BY  
Escrow 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  
Recorded  
Official Records  
County of  
Ventura  
Richard D. Dean  
Recorder  
8:00am 17-Mar-93  
Rec Fee  
A.R. .0C  
VCOA FF 2

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

DOCUMENTARY TRANSFER TAX \$ -0-  
..... 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. FERGUSON, CASE, ORR, PATER  
& CUNNINGHAM  
By: Blaine J. Wanke  
Signature of Declarant or Agent determining tax - Firm Name  
Blaine J. Wanke

152-0-370-045

### GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY,  
SALVADOR PLASCENCIA 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 February 19, 1993

Salvador Plascencia  
Salvador Plascencia

STATE OF CALIFORNIA }  
COUNTY OF Ventura } ss.  
On February 19, 1993 before me,  
Mario Maldonado, Notary Public  
personally appeared Salvador Plascencia and  
Soledad Plascencia

Soledad Plascencia  
Soledad Plascencia

personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signa-  
ture(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 Mario Maldonado

(This area for official notary use)



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

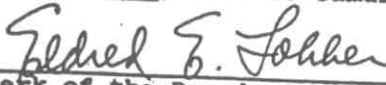
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

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 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 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



Plascencia Lot 53

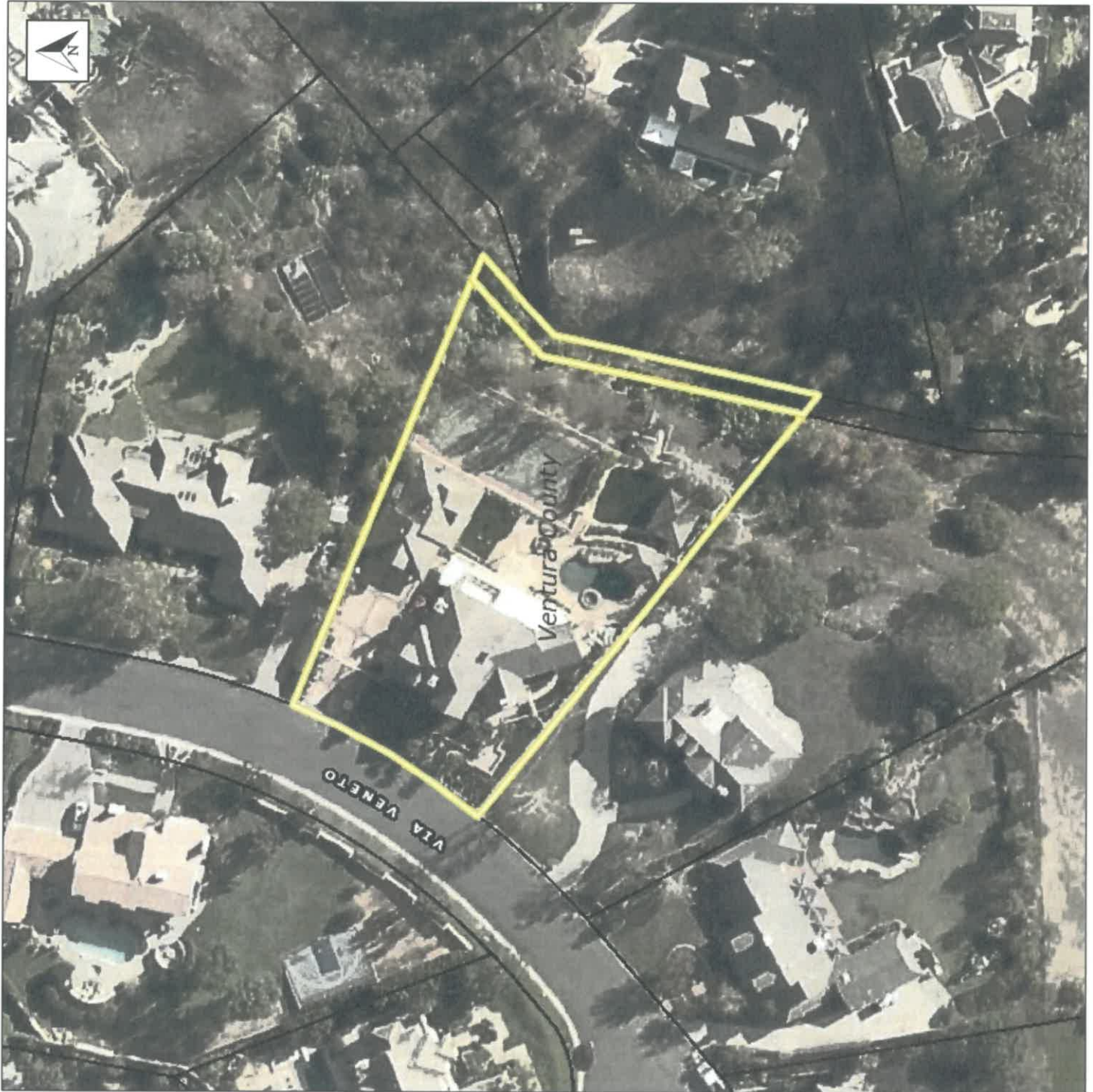
### Legend

- Streets
- 1:6000
- Parcels

0 94.04 Distance Feet

1: 1,128

Disclaimer: The information contained on this web site and in this application was created by the Ventura County Information Services Department and is provided "as is" without warranty, expressed or implied, for the convenience of the County and related contract entities. The County does not warrant the accuracy of this information, and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.





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

93-047669

KILBY "55"

Rec Fee  
A.R. .00

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

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

VCOA FF 4

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.)

152-0-3705025  
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.

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

Billy E. Kilby  
Billy E. Kilby

Wilma G. Kilby  
Wilma G. Kilby

"Grantor"





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

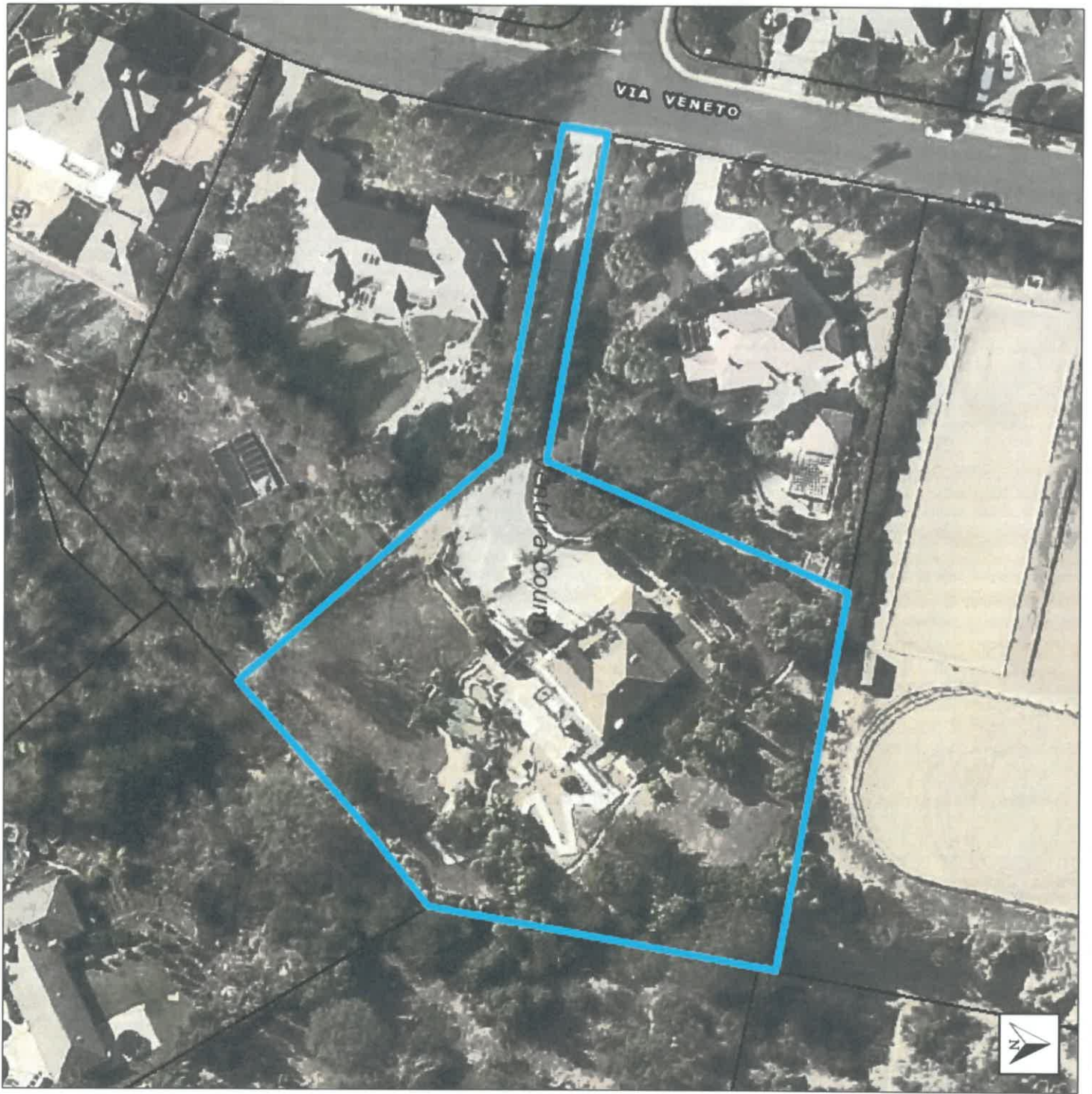
WHEREAS, in order to provide part of that public equestrian trail system Billy E. Kilby and Wilma J. Kilby, husband and wife as joint tenants, have executed and delivered to the District a Grant of Easement, dated January 14, 1993, conveying to the District an easement over a portion of Lot No. 55 of 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 is, hereby accepted, and that said Grant of Easement, dated 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. 300 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.

*Eldred E. Lokker*  
Clerk of the Board of Directors  
Pleasant Valley Recreation and  
Park District





# County View

Kilby Lot 55

## Legend

- ▬ Streets
- 1:6000
- ▬ Parcels



1:1,128

Disclaimer: The information contained on this web site and in this application was created by the Ventura County Geographical Information System (GIS), which is designed and operated solely for the convenience of the County and related contract entities. The information is provided "as is" without warranty of any kind, either expressed or implied. No responsibility or liability should be made or retained thereon.

RECORDING REQUESTED BY  
CONTINENTAL LAWYERS TITLE-81

AND WHEN RECORDED MAIL THIS DEED AND UNLESS OTHERWISE SHOWN BELOW  
MAIL TAX STATEMENT TO:

Name Pleasant Valley Recreation and  
Park District  
Street Address 1605 East Burnley  
City & State Camarillo, CA 93010

MAIL TAX STATEMENTS TO

Name Pleasant Valley Recreation and  
Park District  
Street Address 1605 East Burnley  
City & State Camarillo, CA 93010

TITLE ORDER NO.

ESCROW NO.

REYNOLDS '65'

93-047674

Rec Fee  
A.R.

.00

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

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  
consideration was received by any party.

Dated November 6, 1995.

STATE OF CALIFORNIA  
COUNTY OF Ventura } SS.  
On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 19\_\_\_\_  
before me, the undersigned, a Notary Public in and for said State,  
personally appeared DENNIS E. REYNOLDS  
and SUSAN K. REYNOLDS

\_\_\_\_\_, 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 it.

WITNESS my hand and official seal.

Signature Linda Hackett  
NOTARY PUBLIC IN AND FOR SAID STATE

Dennis E. Reynolds  
DENNIS E. REYNOLDS, Trustee of the  
Reynolds 1991 Trust  
Susan K. Reynolds  
SUSAN K. REYNOLDS, Trustee of the  
Reynolds 1991 Trust



(This area for official notarial seal)



TRACT NO. 2706 - LOT 65  
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

1ST: NORTH  $08^{\circ}07'28''$  WEST, 113.79 FEET; THENCE AT RIGHT  
ANGLES.

2ND: NORTH  $81^{\circ}52'32''$  EAST, 26.23 FEET; THENCE PARALLEL TO  
SAID SOUTHWESTERLY LINE

3RD: SOUTH  $08^{\circ}07'28''$  EAST, 52.49 FEET; THENCE

4TH: SOUTH  $04^{\circ}55'04''$  WEST, 56.86 FEET TO A POINT IN THE  
SOUTHEASTERLY LINE OF SAID LOT 65; THENCE ALONG SAID  
SOUTHEASTERLY LINE

5TH: SOUTH  $58^{\circ}03'47''$  WEST, 14.63 FEET TO THE POINT OF  
BEGINNING.

PARCEL B:

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

1ST: SOUTH  $53^{\circ}38'07''$  WEST, 107.27 FEET; THENCE

2ND: SOUTH  $53^{\circ}08'47''$  WEST, 109.09 FEET; THENCE

3RD: SOUTH  $58^{\circ}03'47''$  WEST, 64.89 FEET; THENCE LEAVING SAID  
SOUTHEASTERLY LINE

4TH: NORTH  $49^{\circ}21'06''$  EAST, 43.12 FEET; THENCE

5TH: NORTH  $56^{\circ}36'46''$  EAST, 44.43 FEET; THENCE

6TH: NORTH  $47^{\circ}43'37''$  EAST, 61.66 FEET; THENCE

7TH: NORTH  $53^{\circ}32'44''$  EAST, 27.98 FEET; THENCE

8TH: NORTH  $47^{\circ}16'12''$  EAST, 22.98 FEET; THENCE

9TH: NORTH  $36^{\circ}43'37''$  EAST, 21.76 FEET; THENCE

10TH: NORTH  $76^{\circ}24'44''$  EAST, 36.03 FEET; THENCE

11TH: NORTH  $59^{\circ}35'04''$  EAST, 28.73 FEET TO A POINT IN THE  
NORTHEASTERLY LINE OF SAID LOT 65 DISTANT ALONG SAID  
NORTHEASTERLY LINE NORTH  $18^{\circ}16'58''$  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  $18^{\circ}16'58''$  EAST, 3.50 FEET TO THE POINT OF  
BEGINNING.

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 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 Susan 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.

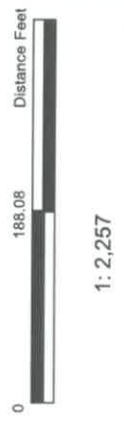
I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 304 approved by the Pleasant Valley Recreation and Park District Board of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

*Eldred E. Lokker*  
Clerk of the Board of Directors  
Pleasant Valley Recreation and  
Park District

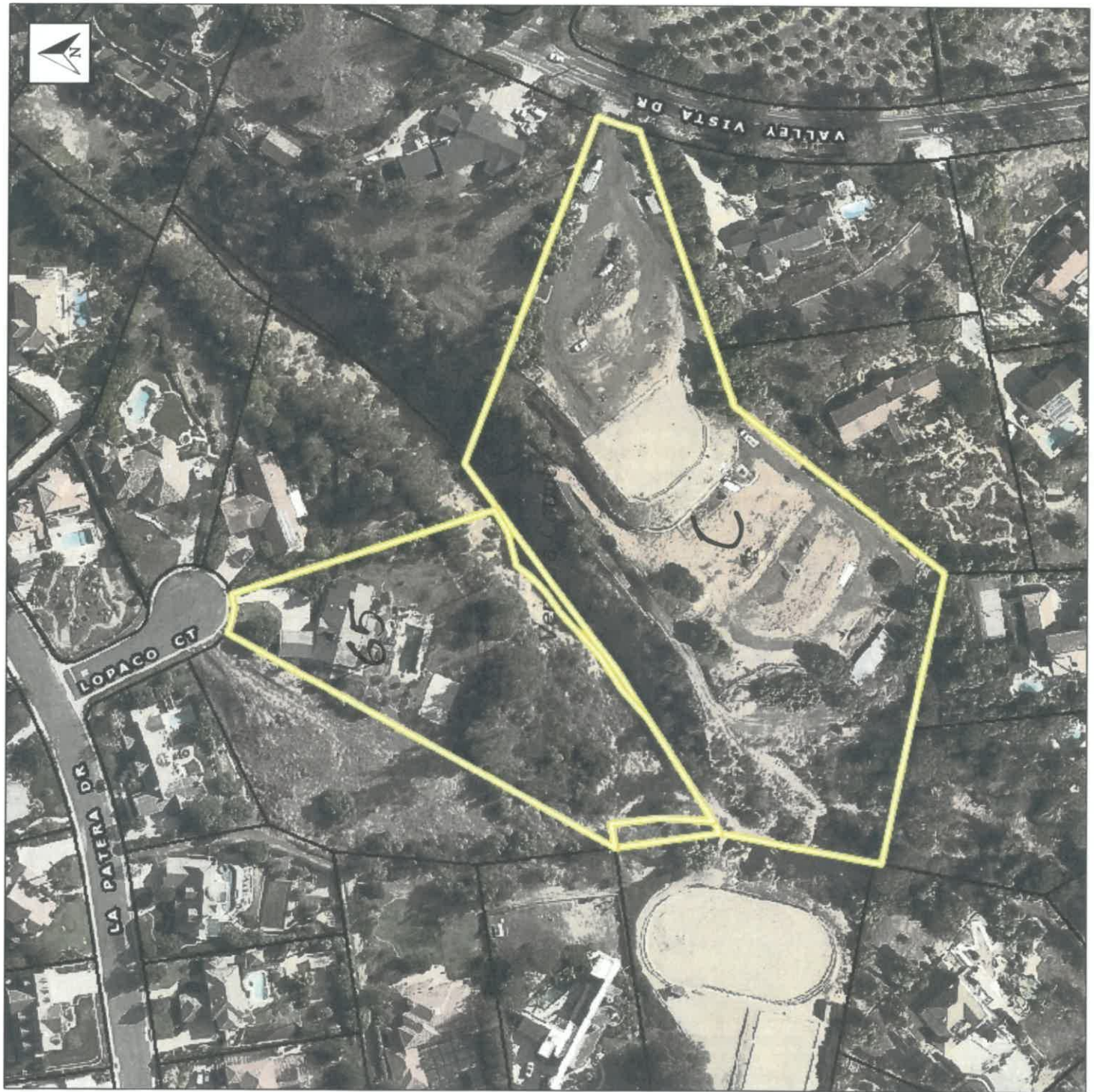


## Reynolds-Churchman-Skudris Lots 65/66 Legend

- Streets
- 1:6000
- Parcels



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MACALISTER

"66"

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

NAME Pleasant Valley Recreation and Park District  
STREET ADDRESS 1605 East Burnley  
CITY STATE ZIP Camarillo, CA 93010

93-047673

Rec Fee A.R. .00

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	ALL
				PTM X

Title Order No. 4925948  
Escrow or Loan No.

### GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$ -0- CITY TAX \$  
 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 LIMITED CONSIDERATION ~~IN FULL PAYMENT OF THE DEBT~~  
AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY,  
ROBERT S. MACALISTER and CATHERINE V. MACALISTER, Trustees of the Robert S. MacAlister and Catherine V. MacAlister Trust Dated November 20, 1985 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 consideration was received by any party.

Robert S. MacAlister and Catherine V. MacAlister Trust

Dated November 10, 1992

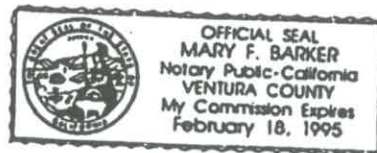
Robert S. MacAlister  
ROBERT S. MACALISTER, Trustee

STATE OF CALIFORNIA  
COUNTY OF Ventura } ss  
On November 10, 1992 before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT S. MACALISTER and CATHERINE V. MACALISTER

Catherine V. MacAlister  
CATHERINE V. MACALISTER, Trustee

\_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person S whose name S subscribed to the within instrument and acknowledged that they executed the same. WITNESS my hand and official seal

Signature Mary F. Barker



(This area for official notarial seal)

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 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 66; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 66

1ST: NORTH  $18^{\circ}16'58''$  WEST, 3.50 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE

2ND: NORTH  $59^{\circ}35'04''$  EAST, 21.30 FEET; THENCE

3RD: NORTH  $55^{\circ}18'48''$  EAST, 38.37 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 66; THENCE ALONG SAID SOUTHEASTERLY LINE

4TH: SOUTH  $53^{\circ}38'07''$  WEST, 60.63 FEET TO THE POINT OF BEGINNING.

PARCEL B:

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

1ST: NORTH  $75^{\circ}56'07''$  WEST, 17.24 FEET; THENCE LEAVING SAID NORTHERLY LINE

2ND: SOUTH  $34^{\circ}13'42''$  WEST, 21.60 FEET; THENCE

3RD: SOUTH  $32^{\circ}46'05''$  WEST, 108.36 FEET; THENCE

4TH: SOUTH  $45^{\circ}50'18''$  WEST, 25.00 FEET; THENCE

5TH: SOUTH  $41^{\circ}59'32''$  WEST, 56.27 FEET; THENCE

6TH: SOUTH  $39^{\circ}54'31''$  WEST, 29.75 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 66; THENCE ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING TWO COURSES

7TH: NORTH  $53^{\circ}38'07''$  EAST, 25.97 FEET; THENCE

8TH: NORTH  $39^{\circ}29'09''$  EAST, 222.33 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"  
PAGE 1 OF 1



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.

*Eldred E. Lokker*  
Clerk of the Board of Directors  
Pleasant Valley Recreation and  
Park District



# County View

MacAlister Lot 66

## Legend

Streets

1:6000

Parcels



0 94.00 Distance Feet

1: 1,128

Disclaimer: The information contained on this web site and in this application was created by the Yuba County Geographical Information System (GIS), which is operated and operated solely for the convenience of the County and related contract entities. The County does not warrant the accuracy of this information, and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.





DALA  
"67"

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

93-047671  
Recorded  
Official Records  
County of  
Ventura  
Richard D. Dean  
Recorder  
8:00am 17-Mar-93  
Rec Fee  
A. R. .00  
VCOA FF 2

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

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

DOCUMENTARY TRANSFER TAX \$ -0-  
..... 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  
*[Signature]*  
Signature of Declarant or Agent determining tax - Firm Name

4925946

152-0-352-025

GRANT DEED

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

~~FOR A VALUABLE CONSIDERATION~~  
AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY  
ZOLTAN DALA and SAROLTA A. DALA, 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

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:

- Beginning at the most southerly corner of said Lot 67; thence along the southwesterly line of said Lot 67
- 1st: North 75°56'07" west, 17.24 feet; thence leaving said southwesterly line
- 2nd: North 34°13'42" east, 38.74 feet; thence
- 3rd: North 48°46'45" east, 86.91 feet; thence
- 4th: North 46°10'21" east, 24.89 feet to the northerly line of said Lot 67; thence along said northerly line
- 5th: South 67°13'42" 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 39°29'09" west, 40.02 feet to the point of beginning

Dated January 31, 1993  
STATE OF CALIFORNIA }  
COUNTY OF Ventura } ss.  
On January 31, 1993 before me,  
Norman L. Horton  
personally appeared Zoltan Dala and  
Sarolta A. Dala

Zoltan Dala  
ZOLTAN DALA  
Sarolta A. 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)/is/are subscribed to the within  
instrument and acknowledged to me that he/s/they executed the same  
in his/their authorized capacity(ies), and that by his/their signa-  
ture(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 [Signature]



(This area for official notarial seal)

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

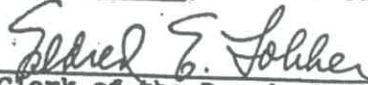
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

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 March 15, 1993 at Camarillo, Ventura County, California.

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





# County View

Data Lot 67

## Legend

- Streets
- 1:6000
- Parcels

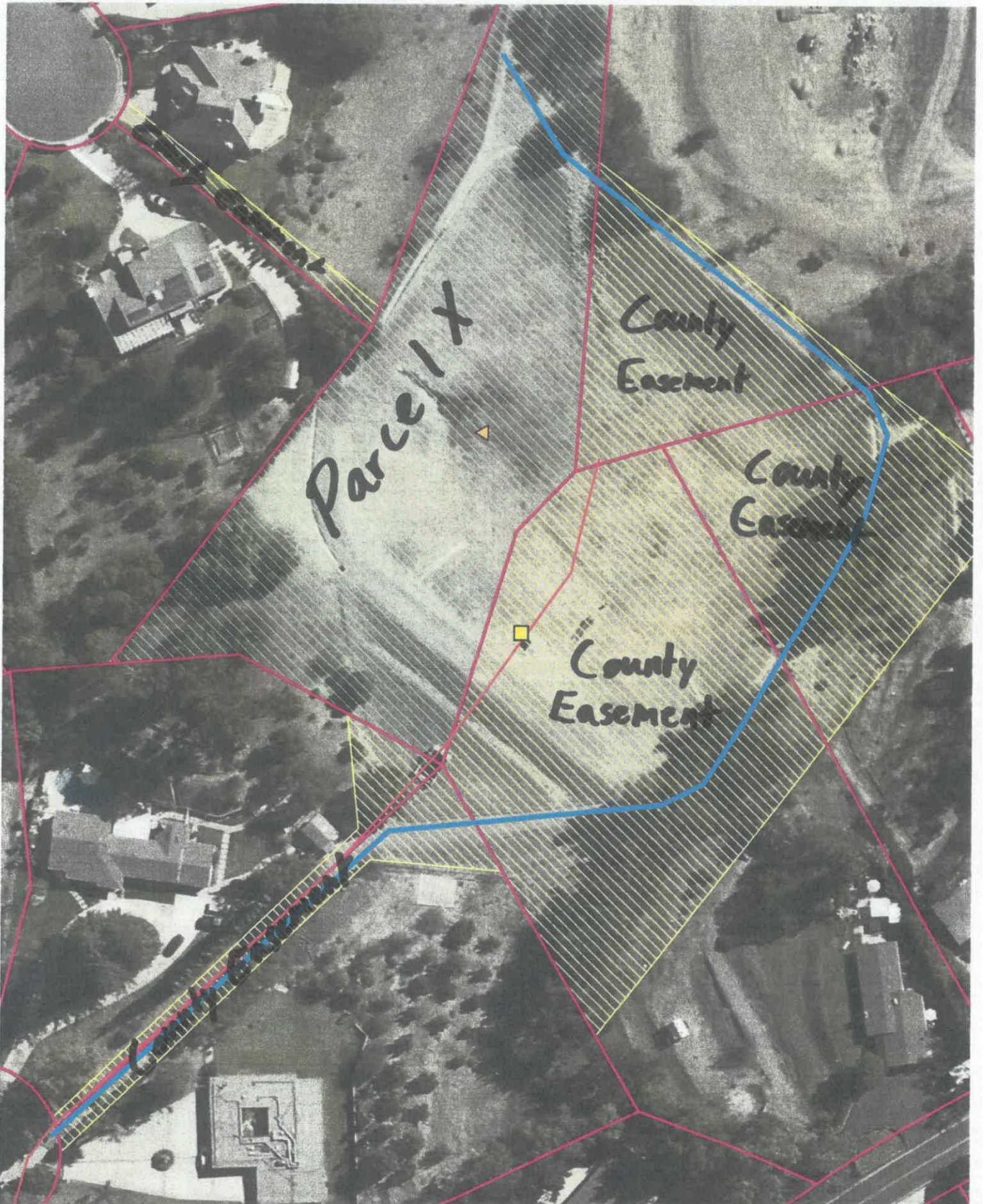
0 94.00 Distance Feet

1: 1,128

Disclaimer: The information contained on this web site and in this application was created by the Ventura County Geographical Information System (GIS). The County is not responsible for the accuracy of the information, and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.









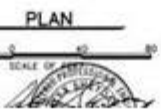
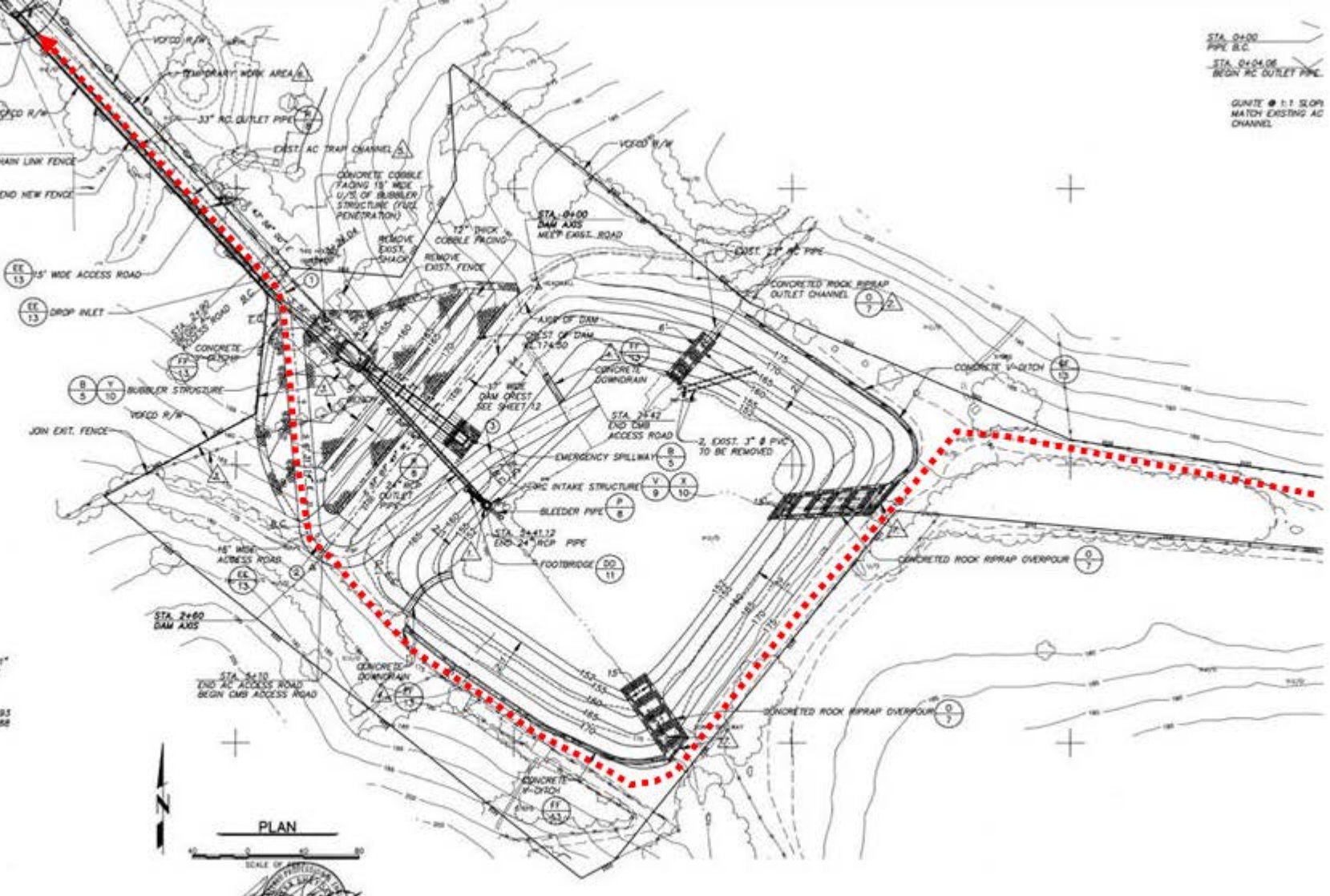
STA. 0+00  
PIPE B.C.  
STA. 0+04.06  
BEGIN AC OUTLET PIPE.  
GRADE @ 1:1 SLOPE  
MATCH EXISTING AC  
CHANNEL

**OUTLET PIPE & CURVE DATA**

①  
 $\Delta = 29^{\circ} 13' 54"$   
 $R = 60.00'$   
 $T = 15.65'$   
 $L = 30.81'$   
 B.C. STA. 0+00.00  
 E.C. STA. 0+30.81

**ACCESS ROAD & CURVE DATA**

①	②	③
$\Delta = 37^{\circ} 27' 03"$	$\Delta = 122^{\circ} 40' 13"$	$\Delta = 83^{\circ} 4' 01"$
$R = 44.66'$	$R = 25.00'$	$R = 100.00'$
$T = 15.14'$	$T = 45.73'$	$T = 7.49'$
$L = 29.20'$	$L = 53.53'$	$L = 14.95'$
B.C. STA. 3+05.02	B.C. STA. 4+88.03	B.C. STA. 6+47.83
E.C. STA. 3+34.22	E.C. STA. 5+42.56	E.C. STA. 6+62.88





**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
STAFF REPORT / AGENDA REPORT**

**TO: BOARD OF DIRECTORS**

**FROM: Jessica A. Puckett, CPRE, ADMINISTRATIVE ANALYST**

**DATE: February 13, 2025**

**SUBJECT: FREEDOM PARK – POOL PROPERTY & AIRPORT  
LAND SWAP**

**SUMMARY**

The District entered into an agreement with the County of Ventura in 2000 to swap land parcels at Freedom Park and the Camarillo Airport in order to provide the community with additional recreational venues. Utilizing grant funding from the State of California, a roller hockey rink and BMX track were installed on the parcel leased from the County. The District-owned parcel leased by the County was originally intended to be developed; however, it remains in the original state as when the land swap agreement was signed.

**BACKGROUND & HISTORY OF THE LAND SWAP & FREEDOM PARK PROPERTIES**

In July 2000, the County of Ventura entered into reciprocal 20-year lease agreements with the District for two similarly sized parcels at the Camarillo Airport and Freedom Park. The parcel owned by the District and leased to the Airport is located at the corner of Eubanks Street and Skyway Drive in the airport business park. The parcel owned by the Airport and leased to the District is located on Convair Street between Aviation Drive and Willis Avenue. The two parcels are ± 1.9 acres in size. The reciprocal lease or “parcel swap” enabled the District to develop an outdoor roller-blade hockey rink and BMX track located near other property owned and maintained by the District known as Freedom Park. To date the Airport has put its leased parcel to temporary use as a staging area for auto dealerships. At the time the leases were executed, it was anticipated the “parcel swap” would eventually become permanent since both the District and the Airport agreed it would be mutually beneficial. Freedom Park sits on parcel #230003014 and the adjoining Camarillo Airport property is parcel # 230003024. The District was awarded a grant of \$549,000 from the 2000 Parks Bond Act to construct the roller hockey rink and \$47,750 from the 2002 Resources Bond Act for the construction of the BMX track (In total, the State has awarded the District \$895,840 on 10 occasions for improvements to Freedom Park since 1975. The latest was in 2009/10 from the Roberti-Z’berg-Harris Block Grant from the 2000 Parks Bond Act for baseball field improvements).

In 2004, Ventura County was working with the real estate brokerage firm, CB Richard Ellis (CBRE), to aid in leasing local office facilities and land parcels. CBRE brought forth a client interested in developing an office building and associated parking on the parcel leased to the Airport. In order to offer an appropriate lease term to the developer under a sublease agreement with the Airport and not delay the potential for development, the lease between the District and

the Airport would be required to extend beyond the 20-year term. Around the same time, former District General Manager John Williamson was informed by the State of the requirement for an extension of the 20-year land tenure in the lease agreements. To facilitate both needs, the District and the County approved two reciprocal lease amendments—one for the parcel leased by the District from the County and one for the parcel leased by the County from the District. Each lease amendment extended the initial lease term from 20 to 50 years ending in 2050 instead of 2020, providing both parties the flexibility that might be needed to affect development.

It was also brought to the District's attention in 2004 during the conceptual review and discussion of the development of the BMX track that when comparing the adopted Airport Comprehensive Land Use Plan, the far northeast section of the land swap parcel owned by the Airport falls within the Inner Turning Zone of the potential future second runway. It was agreed that a recommended course of action was to stipulate in the lease agreement between the District and Freedom Park BMX Raceway that the use be subject to review and possible termination at such a time as the second runway would become operational at the Camarillo Airport.

Fast forward to 2020. Leadership within the Airports had changed and based on updated priorities, the undeveloped parcel at the northwest corner of Convair and Willis owned by the Airport was no longer being considered for a permanent land swap due to the future expansion of the Airport. The in-line roller hockey rink and BMX track were still operating on the same space and planned to continue to through the agreed upon term of 2050. The District was approached by Ventura County Animal Services in February of 2020 to discuss the old Pool Property located at Freedom Park to be used as the site of their new animal shelter. Ultimately, Ventura County decided against pursuing the site for a new shelter.

Following the discussion of potentially using the old Freedom Pool site for a new animal shelter, the District ultimately decided to select the site as the location for the future Freedom Park Pickleball Complex which is currently going through the planning and review process with the City of Camarillo.

### **CURRENT STATUS OF LAND SWAP PARCELS**

There is no official permanent change of ownership or subdivision of parcels in the land swap parcel agreements. While Ventura County has not made any physical changes to the parcel they swapped with the District, there is now consistent usage of the parcel. The Camarillo Airport utilizes the space by subleasing the parcel to car dealerships to serve as a staging area for new cars before being moved to their respective dealership site. Chain-link fencing that is approximately six feet tall has been placed around the entire property whereas prior to this new use, the space was left open and tended to be used for overflow parking for events at Freedom Park.

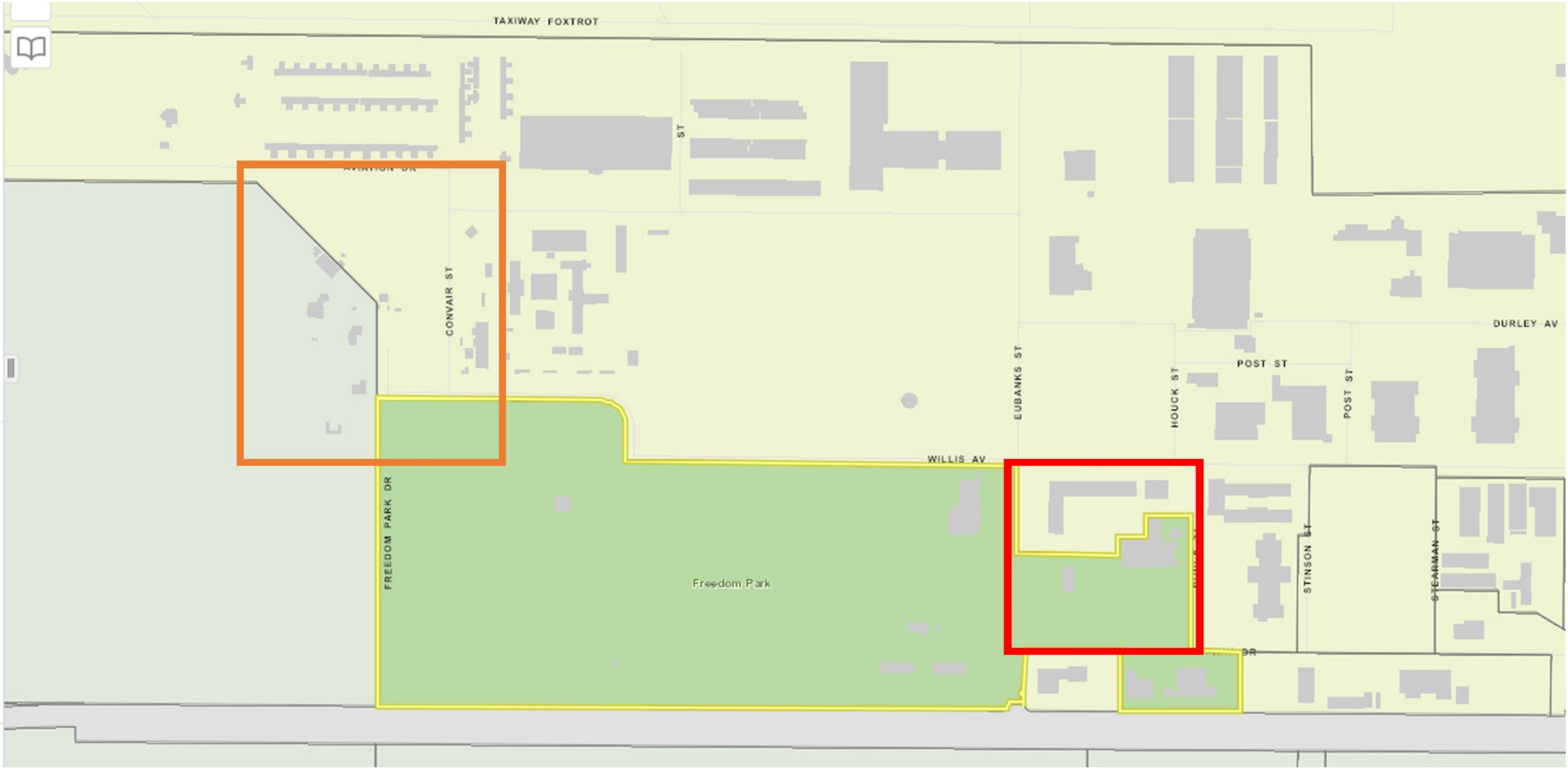
Additional changes or uses affecting the land swap areas and actually the entire park are the decisions of the Camarillo Airport and Ventura County not to build a second runway and to close access to Willis Road, just north of Freedom Park. Willis Road is a gravel lined street park used by park visitors on a daily basis. It provided necessary parking relief for the eastern end of Freedom Park.

### **STAFF RECOMMENDATION**

No action is needed at this time.

**ATTACHMENTS**

- 1) Parcel Map of Freedom Park (1 page)
- 2) Grant Terms and Conditions – BMX Track (6 pages)
- 3) Grant Terms and Conditions – In Line Hockey Rink (7 pages)



TAXIWAY FOXTROT

ST

CONVAIR ST

DURLEY AV

POST ST

EUBANKS ST

HOUCK ST

POST ST

WILLIS AV

FREEDOM PARK DR

Freedom Park

STINSON ST

STEARMAN ST

Prop 40

State of California - The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

C0207569

GRANT CONTRACT  
2002 Resources Bond Act  
PER CAPITA GRANT PROGRAM

Noted 10/17/03  
2011  
2008

GRANTEE Pleasant Valley RPD

THE PROJECT PERFORMANCE PERIOD is from July 01, 2003 thru June 30, 2011

The Grantee agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of Parks and Recreation pursuant to the Per Capita Program in the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, agrees to fund the total Project Grant Amount indicated.

**THESE FUNDS ARE FOR THE ACQUISITION AND DEVELOPMENT OF NEIGHBORHOOD, COMMUNITY, AND REGIONAL PARKS AND RECREATION LANDS AND FACILITIES.**

Total State Grant Amount not to exceed \$286,000.00

Pleasant Valley RPD

The General and Special Provisions attached are made a part of and incorporated into the Contract.

By John C. Williamson  
Grantee  
(Signature of Authorized Representative)

Title General Manager

Date 10/3/03

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

By \_\_\_\_\_

By Julie Malton

Title \_\_\_\_\_

Date 10-6-03

Date \_\_\_\_\_

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

AMOUNT OF ESTIMATE \$286,000.00		CONTRACT NUMBER C0207569		FUND. 2002 Resources Bond Act	
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION			
ADJ. DECREASING ENCUMBRANCE \$		CALSTARS VENDOR NO. 000000441000			
UNENCUMBERED BALANCE \$	LINE ITEM ALLOTMENT 3790-101-6029(1)(a)	CHAPTER 157	STATUTE 03	FISCAL YEAR 2003/04	
T.B.A. NO.	B.R.. NO.	INDEX. 1091	OBJ. EXPEND 702	PCA. 66010	

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF ACCOUNTING OFFICER Karen Bradley 10/8/03

DATE.



Grant Contract  
Special Provisions

General Provisions

A. Definitions

1. The term "Act" as used herein means the Appropriation for the Program.
2. The term "Application" as used herein means the individual Application and its required attachments for grants pursuant to the enabling legislation and/or Program.
3. The term "Acquisition" means to obtain fee title or a lesser interest in real property, including specifically, a conservation easement or development rights.
4. The term "Department" means the California Department of Parks and Recreation.
5. The term "Development" means including, but not limited to, improvement, rehabilitation, restoration, enhancement, Preservation, protection, and interpretation. Resources Bond Act of 2002 funds may only be used for Capital Improvement.
6. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract. The term "Project" as used herein means the Project described on page 1 of this Contract.
7. The term "State" as used herein means the State of California Department of Parks and Recreation.

B. Project Execution

1. Subject to the availability of grant monies in the Act, the State hereby grants to the Grantee a sum of money (grant monies) not to exceed the amount stated on page 1, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1, and under the terms and conditions set forth in this Contract.

The Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval.

2. The Grantee shall complete the Project in accordance with the time of Project Performance set forth on page 1, and under the terms and conditions of this Contract.
3. The Grantee shall comply as lead agency with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq., Title 14, California Code of Regulations, Section 15000 et. seq.).
4. The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction Contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities.
5. The Grantee shall permit periodic site visits, including a final inspection upon Project completion by the State, to determine if Development work is in accordance with the approved Project Scope.
6. Prior to the commencement of any work, the Grantee agrees to submit any significant deviation from the original Project Scope in writing to the State for prior approval.

7. If the Project includes Acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances affecting relocation and real property Acquisition.
8. The Grantee shall provide for public access to Project facilities in accordance with the intent and provisions of the enabling legislation and/or Program.
9. Grantees shall have (1) fee title, (2) lease hold or (3) other interest to the Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land, as determined by the State, that is held by the Grantee.
10. The Grantee shall maintain and operate the property funded for a period that is commensurate with the type of Project and the proportion of state funds allocated to the capital costs of the Project. With the approval of the State, the Grantee, or the Grantee's successor in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with this section. The Grantee shall use the property only for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property, except as authorized by specific Act of the Legislature. The agreements specified in this section shall not prevent the transfer of the property from the Grantee to a public agency, if the successor public agency assumes the obligations imposed by those agreements. If the use of the property is changed to a use that is not permitted by the category from which the grant funds were appropriated, or if the property is sold or otherwise disposed of, an amount equal to (1) the amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be used by the Grantee for a purpose authorized by that category, pursuant to agreement with the State as specified in this section, or shall be reimbursed to the fund and be available for appropriation by the Legislature only for a purpose authorized by that category. If the property sold or otherwise disposed of is less than the entire interest in the property funded with the grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the fair market value of the interest sold or otherwise disposed of, whichever is greater, shall be used by the Grantee for a purpose authorized by the category from which the funds were appropriated, pursuant to agreement with the State as specified in this section, or shall be reimbursed to the fund and be available for appropriation by the Legislature only for a use authorized by that category.
11. Lands or interests in land acquired with grant funds shall be acquired from a willing seller.
12. The Application shall be accompanied by certification from the Grantee's planning agency that the Project for which the grant is requested is consistent with the park and recreation element of the applicable city or county general plan, the district park and recreation plan, or appropriate planning document, as the case may be, and will satisfy a high priority need.

C. Project Costs

The Grant monies to be provided to the Grantee under this Contract may be disbursed as follows:

1. If the Project includes Acquisition of real property, the State may disburse to the Grantee the grant monies as follows, but not to exceed, in any event, the total Project Grant Amount set forth on page 1 of this Contract:
  - a. Up to a 10% advance of the total Project Amount.
  - b. After the property is in escrow, the Grantee may request up to 80% of the Project Grant Amount as specified in the approved Application. The Grantee shall immediately place these funds in escrow.



- c. The remaining Project grant funds shall be paid up to the amount of the grant or the actual Project cost, whichever is less, on completion of the Project and receipt of a detailed summary of Project costs from the Grantee.
2. If the Project includes Development, the State may disburse to the Grantee the grant monies as follows, but not to exceed, in any event, the total Project Grant Amount set forth of page 1 of this Contract:
  - a. Up to a 10% advance of the total Project Grant amount.
  - b. On proof of award of a construction Contract or commencement of construction by Force Account, up to 80% of the total Project Grant Amount, not to exceed 80% of the total dollar amount of any or all awarded construction contracts.
3. The remaining grant funds shall be paid up to the amount of the grant or the actual Project cost, whichever is less, on completion of the Project and receipt of a detailed summary of Project costs from the Grantee.

D. Project Administration

1. The Grantee shall promptly submit written Project reports as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures.
2. The Grantee shall make property and facilities developed pursuant to this Contract available for inspection upon request by the State.
3. The Grantee shall use any monies advanced by the State under the terms of this Contract solely for the Project herein described.
4. If grant monies are advanced, the Grantee shall place these monies in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on grant monies shall be used on the Project, as approved by the State. If grant monies are advanced and not expended, the unused portion of the grant shall be returned to the State within 60 days of completion of the Project or end of the Project Performance Period, whichever is earlier.
5. The Grantee shall use income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction.

E. Project Termination

1. Any Grant funds that have not been expended by the Grantee shall revert to the fund and be available for Appropriation by the Legislature for one or more of the local assistance programs that the Legislature determines to be the highest priority statewide.
2. The Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended only by mutual agreement in writing between the Grantee and the State.
3. Failure by the Grantee to comply with the terms of this Contract or any other Contract under the Act may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.

4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or Historical Resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent, the amount of money furnished by the State by way of grant monies under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant monies disbursed under this Contract by the State would be inadequate compensation to the State for any breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract, unless otherwise agreed to by the State.
5. The Grantee and the State agree that if the Project includes Development, final payment may not be made until the Project conforms substantially to this Contract.

F. Hold Harmless

1. The Grantee shall waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Contract except claims arising from the concurrent or sole negligence of the State, its officers, agents, and employees.
2. The Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Acquisition, Development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the State, its officers, agents, or employees.
3. The Grantee agrees that in the event the State is named as codefendant under the provisions of Government Code Section 895 et. seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. The Grantee and the State agree that in the event of judgment entered against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Grantee has certified. The Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

G. Financial Records

1. The Grantee shall maintain satisfactory financial accounts, documents and records for the Project and make them available to the State for auditing at reasonable times. The Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.

The Grantee and the State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Contract or matters related thereto. The Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Contract.



2. The Grantee shall use a generally accepted accounting system.

H. Use of Facilities

1. The Grantee agrees that the Grantee shall use the property developed with grant monies under this Contract only for the purposes for which the State grant monies were requested and no other use of the area shall be permitted except by specific Act of the Legislature.
2. The Grantee shall maintain and operate the property developed for a period commensurate with the type of Project and the proportion of State grant funds and local funds allocated to the capital costs of the Project, as determined by the State.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Contract or under provisions of the enabling legislation and/or Program.

J. Application Incorporation

The Application and any subsequent change or addition approved by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

K. Severability

If any provision of this Contract or the Application thereof is held invalid, that invalidity shall not affect other provisions or Applications of the Contract which can be given effect without the invalid provision or Application, and to this end the provisions of this Contract are severable.



Prop 12

JG - BAA-9

**GRANT CONTRACT  
 PER CAPITA GRANT PROGRAM**

GRANTEE Pleasant Valley RPD

THE PROJECT PERFORMANCE PERIOD is from July 01, 2000 thru June 30, 2008

The Grantee agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of Parks and Recreation pursuant to the Per Capita Program in the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000, agrees to fund the Project(s) up to the total State Grant Amount indicated.

THESE FUNDS ARE FOR THE ACQUISITION, DEVELOPMENT, IMPROVEMENT, REHABILITATION, RESTORATION, ENHANCEMENT, AND INTERPRETATION OF LOCAL PARKS AND RECREATIONAL LANDS AND FACILITIES, INCLUDING RENOVATION OF RECREATIONAL FACILITIES CONVEYED TO LOCAL AGENCIES RESULTING FROM THE DOWNSIZING OR DECOMMISSIONING OF FEDERAL MILITARY INSTALLATIONS.

Total State Grant Amount not to exceed \$635,000.00

Pleasant Valley RPD

The General and Special Provisions attached are made a part of and incorporated into the Contract.

By John C. Williamson  
(Signature of Authorized Representative)

Title General Manager

Date September 27, 2001

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

STATE OF CALIFORNIA  
 DEPARTMENT OF PARKS AND RECREATION

By Donna Arceaga  
 Date 10-16-01

**CERTIFICATION OF FUNDING  
 (FOR STATE USE ONLY)**

CONTRACT NUMBER C2003547		FUND Bond Act of 2000			
VENDOR NUMBER 000000441000		AMOUNT OF THIS ESTIMATE \$635,000.00		APPROPRIATION	
UNENCUMBERED BALANCE \$		ITEM 3790-103-0005	CHAPTER 52	STATUTE 2000	FISCAL YEAR 2001/02
T.B.A. NO.	B.R. NO.	INDEX. 1091	OBJ. EXPEND 702	PCA. 64301	PROJECT / WORK PHASE.
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER <u>Norothy Kroll</u>					DATE. <u>10/30/01</u>

## Grant Contract

### Special Provisions

#### General Provisions

##### A. Definitions

1. The term "Act" as used herein means the Appropriation for the Program.
2. The term "Acquisition" as used herein means to obtain from a willing seller a fee interest or any other interest, including easements and Development rights, in real property.
3. The term "Application" as used herein means the individual Application and its required attachments for grants pursuant to the enabling legislation and/or program.
4. The term "Development" as used herein means improvements to real property by construction of new facilities or renovation or additions to existing facilities.
5. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract.
6. The term "Project" as used herein means the Project described on page 1 of this Contract.
7. The term "State" as used herein means the State of California Department of Parks and Recreation.

##### B. Project Execution

1. Subject to the availability of grant monies in the Act, the State hereby grants to the Grantee a sum of money (grant monies) not to exceed the amount stated on page 1, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1, and under the terms and conditions set forth in this Contract.

The Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval.

2. The Grantee shall complete the Project in accordance with the time of Project Performance set forth on page 1, and under the terms and conditions of this Contract.
3. The Grantee shall comply as lead agency with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.; Title 14, California Code of Regulations, Section 15000 et. seq.)
4. If the Project includes Development, the Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and disabled access laws.
5. The Grantee shall permit periodic site visits, including a final inspection upon Project completion by the State, to determine if Development work is in accordance with the approved Project Scope.
6. Prior to the commencement of any work, the Grantee agrees to submit any significant deviation from the original Project Scope in writing to the State for prior approval.
7. If the Project includes Acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances affecting relocation and real property Acquisition.



8. The Grantee shall provide for public access to Project facilities in accordance with the intent and provisions of the enabling legislation and/or program.
9. Pursuant to guidelines issued by the Secretary for Resources, all recipients of funding shall post signs acknowledging the source of funds.
10. Grantees shall have (1) fee title, (2) lease hold or (3) other interest to the Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land, as determined by the State, that is held by the Grantee.
11. The Grantee shall maintain and operate the property funded pursuant to Section 5096.343 (a) (1) of the Public Resources Code for a period that is commensurate with the type of Project and the proportion of state funds or property allocated to the capital costs of the Project. With the approval of the State, the Grantee, or the Grantee's successor in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with this section. The Grantee shall use the property only for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property, except as authorized by specific act of the Legislature. The agreements specified in this section shall not prevent the transfer of the property from the Grantee to a public agency, if the successor public agency assumes the obligations imposed by those agreements. If the use of the property is changed to a use that is not permitted by the category from which the grant funds were appropriated, or if the property is sold or otherwise disposed of, an amount equal to (1) the amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be used by the Grantee for a purpose authorized by that category, pursuant to agreement with the State as specified in this section, or shall be reimbursed to the fund and be available for Appropriation by the Legislature only for a purpose authorized by that category. If the property sold or otherwise disposed of is less than the entire interest in the property funded with the grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the fair market value of the interest sold or otherwise disposed of, whichever is greater, shall be used by the Grantee for a purpose authorized by the category from which the funds were appropriated, pursuant to agreement with the State as specified in this section, or shall be reimbursed to the fund and be available for Appropriation by the Legislature only for a use authorized by that category.
12. Lands acquired with funds from the Act shall be acquired from a willing seller of the land.
13. The Application shall be accompanied by certification from the Grantee's planning agency that the Project for which the grant is requested is consistent with the park and recreation element of the applicable city or county general plan, the District park and recreation plan, or the appropriate planning document, as the case may be, and will satisfy a high priority need.

C. Project Costs

The Grant monies to be provided to the Grantee under this Contract may be disbursed as follows:

1. If the Project includes Acquisition of real property, the State may disburse to the Grantee the grant monies as follows, but not to exceed, in any event, the total State Grant Amount set forth on page 1 of this Contract:
  - a. Up to a ten percent advance of the total Project Grant Amount
  - b. After the property is in escrow, the Grantee may request up to 80% of the Project Grant Amount as specified in the approved Application, or 100% of the actual Acquisition cost, whichever is less. The Grantee shall immediately place these funds in escrow.
  - c. Remaining Project grant funds shall be paid up to the amount of the grant or the actual Project cost, whichever is less, on completion of the Project and receipt of a detailed summary of Project costs from the Grantee.
2. If the Project includes Development, the State may disburse to the Grantee the grant monies as follows, but not to exceed in any event the total State Grant Amount set forth on page 1 of this Contract:
  - a. Up to a ten percent advance of the total Project Grant Amount.
  - b. On proof of award of a construction contract or commencement of construction by force account, up to eighty percent of the total Project Grant Amount, or the actual cost, whichever is less.
  - c. Remaining Project grant funds shall be paid up to the amount of the grant or the actual Project cost, whichever is less, on completion of the Project and receipt of a detailed summary of Project costs from the Grantee.

D. Project Administration

1. The Grantee shall promptly submit written Project reports as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures.
2. The Grantee shall make property and facilities acquired or developed pursuant to this Contract available for inspection upon request by the State.
3. The Grantee shall use any monies advanced by the State under the terms of this Contract solely for the Project herein described.
4. If grant monies are advanced, the Grantee shall place these monies in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on grant monies shall be used on the Project or paid to the State. If grant monies are advanced and not expended, the unused portion of the grant shall be returned to the State within 60 days of completion of the Project or end of the Project Performance Period, whichever is earlier.
5. The Grantee shall use income earned by the Grantee from use of the Project to further Project related purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction.



E. Project Termination

1. The Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended only by mutual agreement in writing between the Grantee and the State.
2. Failure by the Grantee to comply with the terms of this Contract or any other Contract under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure by the Grantee to comply with the terms of this Contract shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.
4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent, the amount of money furnished by the State by way of grant monies under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant monies disbursed under this Contract by the State would be inadequate compensation to the State for any breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract, unless otherwise agreed to by the State.
5. The Grantee and the State agree that if the Project includes Development, final payment may not be made until the Project conforms substantially to this Contract.

F. Hold Harmless

1. The Grantee shall waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Contract, except claims arising from the concurrent or sole negligence of the State, its officers, agents, and employees.
2. The Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Acquisition, Development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the State, its officers, agents, or employees.
3. The Grantee agrees that in the event the State is named as codefendant under the provisions of Government Code Section 895 et. seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. The Grantee and the State agree that in the event of a judgment entered against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.



5. The Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Grantee has certified. The Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

G. Financial Records

1. The Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. The Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.

The Grantee and the State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Contract or matters related thereto. The Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Contract.

2. The Grantee shall use a generally accepted accounting system.

H. Use of Facilities

1. The Grantee agrees that the Grantee shall use the property acquired or developed with grant monies under this Contract only for the purposes for which the State Project Grant monies were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Grantee shall maintain and operate the property acquired or developed for a period commensurate with the type of Project and the proportion of State grant funds and local funds allocated to the capital costs of the Project, as determined by the State.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility acquired or developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Contract or under provisions of the enabling legislation and/or program.

J. Application Incorporation

The Application and any subsequent change or addition approved by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

K. Severability

If any provision of this Contract or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Contract which can be given effect without the invalid provision or application, and to this end the provisions of this Contract are severable.