

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Barry K. Hogan, Deputy City Manager
Prepared by Joseph Fiss, Principal Planner



DATE: March 11, 2008 (CC Meeting of 3/19/2008)

SUBJECT: A Request to Authorize Eminent Domain Acquisition of Off-Site Access Road Property for Tract No. 5147, a 17-Lot Industrial Subdivision on 34.53 Acres, Located Approximately 1,300 Feet West of Gabbert Road, North of the Union Pacific Railroad Right-of-Way, on the Application of A-B Properties

BACKGROUND/ DISCUSSION

On December 16, 1998, the Moorpark City Council adopted Ordinance No. 250 (effective January 15, 1999), approving a Development Agreement between the City of Moorpark and A-B Properties in connection with General Plan Amendment (GPA) No. 97-02 and Zone Change (ZC) No. 97-06, for a 34.53-acre industrial development. Tentative Tract No. 5147, a division of this property into 17 lots, was conditionally approved by the City Council on March 15, 2000, per Resolution No. 2000-1714.

Condition of Approval CED-33 of Resolution 2000-1714 and Section 6.21 of Development Agreement 1998-04 (Ordinance No. 250) require that the developer construct a 32-foot wide paved access road to serve as primary access until a railroad underpass and linkage to Los Angeles Avenue are constructed. Following completion of this linkage to Los Angeles Avenue, this access road to Gabbert Road would be used for emergency access purposes only. A maximum of seventy percent (70%) of the acreage of the property may be developed prior to construction of the final linkage to Los Angeles Avenue.

The paved access road would be developed on an existing access easement that is controlled by Southern California Edison (SCE), although the underlying fee title on which the easement exists is owned by the Hitch Ranch Partners. SCE has allowed use of this easement for grading access, but has so far not permitted use for public access to the affected property. This prohibition makes it impossible for the developer

to comply with the required conditions of approval without expanding the access rights in this area.

The developer has thus far been unable to acquire the needed off-site right of way to complete construction of the Paved Access Road over land owned by Hitch Ranch Partners and the easement holder SCE. The developer has requested that the City Council initiate eminent domain proceedings to obtain a public access easement.

Section 66462.5 of the Government Code provides that a City and a subdivider may, by agreement, provide for the acquisition of off-site interests from third parties by the City at the subdivider's expense, where such interests are required to satisfy map conditions.

Section 7.4 of the A-B Development Agreement provides that, if requested in writing by Developer and limited to City's legal authority and section 66462.5 of the Government Code, City shall proceed to acquire, at Developer's sole cost and expense, easements or fee title to land in which Developer does not have title or interest to allow construction of public improvements required of Developer which are outside Developer's legal boundaries.

On January 23, 2008, the developer requested in writing that the City acquire all property necessary to construct the Paved Access Road pursuant to Section 7.4 of the A-B Development Agreement.

The Agreement before the Council is a reimbursement agreement, authorized by Section 66462.5. The Agreement does not require the City to acquire the Property by eminent domain--rather, the Agreement requires the City to initiate the process of acquisition, which may ultimately lead to an eminent domain action. This process includes, among other steps, obtaining an appraisal, making an offer for the property, and holding a hearing on a resolution of necessity. The Council retains full and complete discretion to adopt or reject any proposed resolution of necessity. Any such rejection would not constitute a breach of the agreement, but would prohibit acquisition by eminent domain.

If the City decides not to acquire the paved access road, the conditions of approval must be waived, and the development could not proceed until such time as legal access to Los Angeles Avenue and the "North Hills Parkway" is provided. This would essentially put the project on hold indefinitely.

FISCAL IMPACT

There will be no direct fiscal impact as a result of this request because the developer must reimburse the City for all acquisition costs as well as indemnify and hold the City harmless.

Honorable City Council
March 19, 2007
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STAFF RECOMMENDATION

Authorize the City Manager to sign the agreement subject to final language approval by the City Attorney and City Manager.

ATTACHMENTS:

1. Draft Off-site Acquisition Agreement.

AGREEMENT REGARDING ACQUISITION OF OFF-SITE PROPERTY

This Agreement Regarding Acquisition Of Off-Site Property ("Agreement") is made and entered into by and between the City of Moorpark, a municipal corporation ("City"), and A-B Properties, a California General Partnership ("Developer") (hereinafter, City and Developer shall collectively be referred to as the "Parties").

WITNESSETH:

The Parties do agree as follows:

Section 1 Recitals. This Agreement is entered into with respect to the following facts:

- A. Developer is the current owner in fee simple of certain real property in the City of Moorpark, as more specifically described by the legal description set forth in Exhibit A ("A-B Property").
- B. Southern California Edison ("SCE") is an easement holder of certain property, some of which is adjacent to the A-B Property and is located on property owned by Hitch Ranch Partners, as more specifically described by the legal description set forth in Exhibit B ("Adjacent Property").
- C. Hitch Ranch Partners ("Hitch Ranch Partners") is a group of property owners of the underlying land for the Paved Access Road as more specifically described by the legal description set forth in Exhibit B.
- D. Developer has entered into a Development Agreement ("A-B DA") with the City to develop the A-B Property pursuant to the project approvals set forth in the A-B DA ("Project").
- E. Section 6.21 of the A-B DA conditions the approval of subdivision maps (e.g. tentative, vesting tentative, parcel, vesting parcel, and final maps) regarding the development of the Property set forth the requirements for construction of an off-site paved access road across the southern portion of Adjacent Property ("Paved Access Road"). The Paved Access Road shall be located generally at the same location as the existing unpaved access road to the Property with the final location of said paved access road to be determined by the City at its sole and unfettered discretion. A legal description and depiction of the property needed for the Paved Access Road ("Access Road Property") is attached hereto as Exhibit C.
- F. Notwithstanding significant efforts, Developer has thus far been unable to acquire the needed off site right of way to complete construction of the

Paved Access Road over Adjacent Property owned by Hitch Ranch Partners and the easement holder SCE.

- G. Section 66462.5 of the Government Code provides that a City and a subdivider may, by agreement, provide for the acquisition of off-site interests from third parties by the City at the subdivider's expense, where such interests are required to satisfy map conditions.
- H. Section 7.4 of the A-B DA provides that, if requested in writing by Developer and limited to City's legal authority and section 66462.5 of the Government Code, City shall proceed to acquire, at Developer's sole cost and expense, easements or fee title to land in which Developer does not have title or interest to allow construction of public improvements required of Developer which are outside Developer's legal boundaries.
- I. On January 23, 2008, Developer requested in writing that the City acquire all property necessary to construct the Paved Access Road pursuant to Section 7.4 of the A-B DA.
- J. It is the desire of the Parties to obligate the City to use its best efforts to obtain the Access Road Property, at Developer's sole expense, in order to allow Developer to comply with Developer Agreement. 6.21.
- K. As of the Effective Date of this Agreement, Developer requests that the City acquire the Access Road Property. As such, Developer requests that City use its best efforts to acquire the Access Road Property by negotiation or by commencing proceedings pursuant to Title 7 of Part 3 of the Code of Civil Procedure, at Developer's sole expense.

Section 2 Acquisition by City.

- A. Commencement of Proceedings. Upon receipt of the initial deposit required by Section 3 herein, City shall commence proceedings for acquisition of the Access Road Property, including, but not limited to, proceedings pursuant to Code of Civil Procedure section 1230.010 *et seq.*, ("Eminent Domain Law"). For purposes of this Agreement and Section 66462.5 of the Government Code, the Parties agree that the term "commence" shall mean, refer to and include extending an offer for the Access Road Property to Hitch Ranch Partners and the easement holder SCE pursuant to Government Code section 7267.2. Counsel for the City shall commission an independent, qualified real estate appraiser to perform an appraisal report regarding the value of the Access Road Property, inclusive of any damages to the remainder and using a current date of value. City shall obtain an estimate from the appraiser for the fee of his or her services in rendering the appraisal report, which shall be communicated to Developer. Within 20 calendar days of the sending of

the appraisal fee estimate, Developer shall render and forward such amount, plus fifteen percent (15%) city administration fee to the City for payment to the appraiser. Developer understands and agrees that City shall utilize that appraisal for initial acquisition purposes, but that City reserves its right to retain and use a separate appraiser for litigation and trial.

- B. Deposit of Probable Compensation. If an eminent domain action is filed and Developer desires to obtain possession of the Access Road Property prior to judgment pursuant to Section 1255.410 *et seq.* of the Code of Civil Procedure, the Developer shall provide City with an amount sufficient under Section 1255.010 *et seq.* to make a deposit of probable compensation with the Ventura County Superior Court for the purpose of obtaining such an order with respect to the Access Road Property. Developer shall also provide on a timely basis any further monetary amounts for any additional court deposits as may be directed by the court pursuant to Section 1255.030 of the Code of Civil Procedure in the eminent domain action.
- C. Payment of Purchase Price or Just Compensation for Acquisition of the Access Road Property. Should the Access Road Property be acquired by agreement through negotiation, Developer shall be solely responsible for payment of the purchase price of the Access Road Property. Likewise, if the Access Road Property is acquired through the eminent domain process, Developer shall be solely responsible for depositing with the court the amount of just compensation to be awarded for the taking of the Access Road Property. In the event of any eminent domain action, Developer shall be solely responsible for payment to the defendants in said action for the Acquisition Costs (as defined below) associated with the taking of the Access Road Property.
- D. Right To Terminate Agreement. Upon written notice to City, Developer shall have the right, at any time, to request that this Agreement be terminated. Upon its receipt of such notice, City shall attempt to terminate the proceedings for acquisition of the Access Road Property and shall refund any unused deposit money to Developer; provided, however, that Developer shall be liable and shall reimburse the City for any and all Acquisition Costs (as defined below) incurred to the date of termination, as well as any and all further damages, costs or expenses required to be paid for abandoning the acquisition including, but not limited to, all such damages and costs pursuant to Code of Civil Procedure section 1268.610. The Parties understand the court may preclude City from abandoning the eminent domain proceedings and, if this occurs, this Agreement shall remain in place, and Developer shall remain liable to City

for all further Acquisition Costs associated with the completion of the eminent domain action.

- E. Right To Amend Acquisition. Developer shall have the right, at any time following written notice to and approval by the City, to have the acquisition of the Access Road Property amended to include additional interests or exclude a portion of the Access Road Property. Upon its receipt of such written notice and the City's approval, City shall modify the necessary documents and/or pleadings to reflect the interests to be acquired as amended. Developer shall be liable and shall reimburse the City for any and all damages, costs or expenses required to be paid for amending the acquisition including, but not limited to, such damages and costs pursuant to Code of Civil Procedure section 1250.340(a).
- F. Copies of Material to Developer. If litigation is required to acquire the Access Road Property, upon reasonable request City shall provide Developer with copies of all pleadings filed and all other relevant documents.
- G. Settlement Offers. The Parties agree and understand that all offers of settlement made voluntarily, or as may be required by law, will be so made only with the prior written consent of Developer. Upon receipt of a City request for settlement authority, Developer shall promptly act upon such request and either approve the same or refuse such approval as it deems appropriate. The Parties understand that at least 20 days before trial, the City is obligated to make a statutory offer of settlement pursuant to Section 1250.410(a) of the Code of Civil Procedure. All Section 1250.410(a) offers shall be subject to prior written approval by Developer as set forth above. Developer understands that if, for any reason, the Section 1250.410 offer made is subsequently found by a court to be unreasonable within the meaning of the provisions of, *inter alia*, Section 1250.410(b) of the Code of Civil Procedure, Developer shall, in addition to all of its other obligations pursuant to this Agreement, promptly reimburse City for all court awarded costs and litigation expenses paid by the City to the owners of the Access Road Property ("Owners") pursuant to Section 1250.410(b).
- H. Litigation Discretion Vested Solely In City. When necessary in the City's sole discretion, City will consult with Developer in regard to any proposed material communications with Owners regarding the Access Road Property to be acquired pursuant to this Agreement, which communications Developer shall keep confidential to the extent permitted by law. Except for decisions in regard to offers of settlement and settlement, City and its counsel shall, in their sole and unfettered discretion, direct all decisions regarding the litigation and trial of any

eminent domain matter, including decisions regarding discovery, law and motion, retention and use of experts and witnesses.

- I. Construction Activities. Developer agrees not to commence any grading or other construction activities within any of the Access Road Property before the Access Road Property has been acquired or, alternatively, prior to the effective date of any order for prejudgment possession that is obtained.

Section 3 Payment by Developer.

- A. Acquisition Costs. The term "Acquisition Costs" as used herein shall include but not be limited to costs and payments incurred for attorneys' fees; a fifteen percent (15%) city administrative fee for use of any consultant including, but not limited to attorneys, right-of-way agents, appraisers, relocation agents; expert witness fees including appraisers, whether or not said expert witnesses are called to testify at trial; fees paid to non-party or adverse expert witnesses, court costs; litigation expenses as defined by Code of Civil Procedure Section 1235.41; relocation costs; costs and fees charged by acquisition and relocation agents; any court awards including but not limited to compensation for the value of the property taken, any severance damages, any loss of goodwill, any delay damages, interest on the award, interest for immediate possession of the property taken; sanctions, if any, awarded to the owner of the property being taken; costs for trial exhibit preparation without regard to whether an exhibit was actually offered into evidence or used at trial; filing and recordation fees; court costs awarded to the owner or payable to the court; court reporter fees; court costs awarded to the owner for abandonment or dismissal for all or any part of any condemnation action; jury fees and fees for official reporting of testimony and proceedings during trial and after judgment; all fees and costs recoverable pursuant to Code of Civil Procedure sections 1250.410(b), 1235.140, 1268.610, 1268.620, 1268.710, and 1268.720; all arbitration, mediation, and other alternative dispute resolution fees; the costs associated with any appeal of a judgment; costs and payments incurred for any out-of-court settlements providing for compensation in avoidance of trial of any issue, and Fees & Costs (defined below).

Developer shall be liable for such Acquisition Costs whether City acquires the Access Road Property through a negotiated transaction, or through a settlement or judgment in an eminent domain proceeding. Further, Developer shall also be liable for such Acquisition Costs actually incurred by City to date in the event that: [1] the Moorpark City Council ("Council") does not adopt a Resolution of Necessity, [2] an eminent domain action is commenced and the action is abandoned at the direction of Developer, [3] the acquisition is abandoned due to Developer's failure to reimburse the

City as set forth herein, or [4] it is ultimately adjudged that the City is not entitled to the Access Road Property.

- B. Fees & Costs. Developer shall reimburse the City for all fees and costs incurred by the City in connection with the acquisition of the Access Road Property by the City, including but not limited to, costs for City Staff, direct and indirect administrative costs (including fees fixed by law or assessed by public agencies, long distance telephone calls, messenger and other delivery fees, postage, parking and other local travel expenses, photocopying and other reproduction costs, word processing charges, fax charges, charges for computer research, court reporter fees, and other similar items), transportation and travel expenses, attorneys' fees, and services of experts, such as appraisers (collectively, "Fees & Costs"). Developer understands that, pursuant to Section 7.4 of the A-B DA, City will add fifteen percent (15%) to all out-of-pocket costs, City Attorney costs and City Staff costs to cover administration charges, which are included within "Fees & Costs."
- C. Deposit. Developer shall deposit with the City an initial amount of SEVENTY THOUSAND AND 00/100 DOLLARS (\$70,000.00), which will be applied by the City toward the Acquisition Costs ("Deposit"). The Deposit shall be made with the City prior to any public hearing by the Council to consider the adoption of a Resolution of Necessity pursuant to the Eminent Domain Law. Upon termination of this Agreement, City shall refund any unused portion of the Deposit to Developer within 90 days, without interest.
- D. Expenditure of Deposit. City may deduct from the Deposit such sums as are necessary to reimburse it for Acquisition Costs incurred in the acquisition process. City shall give written notice to Developer of all Acquisition Costs so reimbursed within 30 days after such reimbursement.
- E. Replenishment of Deposit. Developer shall replenish the Deposit so as to keep it at all times at a minimum balance of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) during the term of this Agreement. City will notify Developer in writing when the amount on deposit is approaching this minimum amount. In the reasonable discretion of the City Manager, if the City Manager deems it appropriate at any time during the acquisition process and it is reasonably required as part of the acquisition proceeding, the City Manager may require a greater sum to be kept on deposit with the City than the minimum balance set forth in this paragraph. At its election, City may give Developer written notice of Developer's failure to comply with the minimum balance requirements set forth in this Section of the Agreement. If, following fifteen (15) days written notice by City, Developer continues in its failure to comply with the minimum balance requirements set forth in this Section of the Agreement, City may,

at its election, abandon the eminent domain process or litigation contemplated by this Agreement.

- F. Accounting for Acquisition Costs. The City shall, upon reasonable request, account for all Acquisition Costs and provide Developer with status reports and statements.

Section 4 Compliance with Eminent Domain Procedures.

The Parties acknowledge that, notwithstanding any provision of this Agreement to the contrary, City in exercising its power of eminent domain is required to do so in strict accordance with the provisions of the Eminent Domain Law. This includes, but is not limited to, establishing the Project's compliance with CEQA prior to the adoption of a Resolution of Necessity, the conducting of the hearing for a Resolution of Necessity authorizing the formal commencement of eminent domain proceedings against the Access Road Property ("Resolution") and being able, based upon competent evidence presented thereat, to make the findings required under, *inter alia*, Chapter 3 of Title 7 of the Code of Civil Procedure (beginning with Section 1240.010) as a condition precedent to the adoption of such Resolution. The Parties acknowledge that the City cannot promise or guarantee the outcome of such hearing on the Resolution; rather, the Council will act in its sole and unfettered discretion upon such evidence as is presented to it at the said hearing. If the Council is able to make the findings required for the adoption of a Resolution based upon the evidence so presented, and does in fact adopt such a Resolution in the exercise of its discretion, then the City will prosecute an eminent domain action in regard to the Access Road Property in the time and manner contemplated pursuant to this Agreement. Notwithstanding the provisions of Government Code section 66462.5, the Parties agree that City's failure to adopt a resolution of necessity or otherwise acquire any property hereunder shall not be a breach of this Agreement or the A-B DA, nor shall it be deemed a waiver of any development condition or obligation imposed upon Developer that requires such property interests.

Section 5 Defense and Indemnity.

Developer agrees to hold harmless, defend (with counsel selected by City) and indemnify City, its employees, agents and assigns, from and against any and all claims arising out of [i] Developer's breach of this Agreement, [ii] Developer's negligent or willful conduct, [iii] any third party challenges to the legality of this Agreement, or [iv] any claim by SCE seeking equitable or injunctive relief, or damages resulting from the commencement of eminent domain proceedings and/or litigation as contemplated by this Agreement. In the event that City is required to defend itself against any such claims, Developer shall maintain an adequate deposit to cover the costs of such defense, consistent with the provisions of Sections 3.B and 3.C of this Agreement.

Section 6 Entire Agreement.

This Agreement constitutes the entire understanding between the Parties with respect to the acquisition of Access Road Property by the City, superseding all negotiations, prior discussions, and preliminary agreements or understandings, whether oral or written.

Section 7 Amendment.

This Agreement may not be amended except in writing by the Parties or their successors or assigns.

Section 8 Applicable Law.

The terms of this Agreement shall be construed in accordance with California law and shall not be construed for or against either party by reason of the authorship of this Agreement.

Section 9 Notices.

All notices with respect to this Agreement, or concerning matters arising out of this Agreement, shall be in writing and shall be given by personal service, or by deposit of the same in the custody of the United States Postal Service or its lawful successor, as registered mail, postage prepaid, return receipt requested, addressed to the respective Parties as follows:

For A-B Properties:

Burns-Pacific Construction, Inc.
General Partner of A-B Properties
505 Thousand Oaks Blvd.
Thousand Oaks, California 91360
Attention: Paul D. Burns

With a copy to: Gaines & Stacey, LLP
16633 Ventura Boulevard, Suite 1220
Encino, California 91436
Attention: Fred Gains, Esq.

For the City of Moorpark:

City of Moorpark
799 Moorpark Avenue
Moorpark, California 93021
Attention: Steven Kueny
City Manager

With a copy to: Burke, Williams & Sorensen, LLP
444 South Flower Street, 24th Floor
Los Angeles, California 90071
Attention: Alan A. Sozio, Esq.

Notices shall be deemed, for all purposes, to have been given on the date of personal service, or three (3) consecutive calendar days following deposit of the same in the custody of the United States Postal Services.

Either party may change its address for service hereunder by serving written notice on the other in the manner provided herein.

Section 10 Binding Effect.

The provisions of this Agreement shall be binding upon the Parties and their respective successors in interest.

Section 11 Section Headings.

The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents of the sections to which they relate.

Section 12 No Presumption Re: Drafter.

The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

Section 13 Assistance of Counsel.

Each party to this Agreement warrants to each other party, as follows:

- (1) That each party either had the assistance of counsel or had counsel available to it, in the negotiation for, and execution of, this Agreement, and all related documents; and
- (2) That each party has lawfully authorized the execution of this Agreement.

Section 14 Severability.

If any provision of this Agreement becomes invalid, illegal, null or void for any reason or is determined, held, or found to be invalid, illegal, null, unenforceable, void or against public policy, the remaining provisions of this Agreement shall remain in full force and effect, provided that the economic and legal substance of the transactions contemplated here are not affected in any manner materially adverse to any of the Parties. In the event of any such determination, holding, or finding, the Parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intent and purposes hereof. To the extent permitted by law, the Parties hereby to the same extent waive any provisions of law that render any provision of this Agreement prohibited or unenforceable in any respect.

Section 15 Modification.

This Agreement shall not be modified except by written agreement of the Parties.

Section 16 Effective Date.

The effective date of this Agreement shall be the date upon which the last party executes this Agreement and the initial deposit has been received.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written by their signatures.

A-B PROPERTIES (“Developer”):

By: _____

Dated: _____

Title: _____

CITY OF MOORPARK (“City”):

By: _____

Dated: _____

Title: _____

ATTEST:

By: _____

Dated: _____

Title: _____

EXHIBIT "A"
LEGAL DESCRIPTION

THOSE PORTIONS OF LOT L IN RANCHO SIMI, IN THE COUNTY OF VENTRUA, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 3 PAGES 7, OF MISCELLANEOUS MAP, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

STRIP 1

BEING A STRIP OF LAND, 40.00 FEET IN WIDTH, THE CENTERLINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF GABBERT ROAD AND LOS ANGELES AVENUE AS SAID INTERSECTION IS SHOWN ON THE MAP OF TRACT NO. 5147 FILED IN BOOK 158, PAGE 39 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY; THENCE ALONG THE CENTERLINE OF SAID GABBERT ROAD, NORTH 00°01'58" EAST, 1803.57 FEET; THENCE LEAVING SAID CENTERLINE, NORTH 89°58'02" WEST, 20.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID GABBERT ROAD, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID RIGHT OF WAY LINE, THE FOLLOWING SEVEN (7) COURSES:

- 1) NORTH 89°58'02" WEST, 12.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 84.00 FEET;
- 2) SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 70°59'08" AN ARC LENGTH OF 104.07 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 84.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 70°57'10" WEST;
- 3) SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°12'01" AN ARC LENGTH OF 83.86 FEET TO A LINE PARALLEL WITH AND 20.00 FEET NORTHERLY OF THE NORTHERLY LINE OF PARCEL "B" OF INSTRUMENT NO. 21211 RECORDED APRIL 26, 1962 IN BOOK 2141 PAGE 558;
- 4) ALONG SAID PARALLEL LINE, SOUTH 76°14'51" WEST, 833.49 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 137.00 FEET;
- 5) LEAVING SAID PARALLEL LINE, NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°02'41" AN ARC LENGTH OF 153.14 FEET;
- 6) NORTH 39°42'28" WEST, 138.86 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 145.00 FEET;
- 7) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59°02'59" AN ARC LENGTH OF 149.44 FEET TO THE EASTERLY LINE OF THE WESTERLY HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 19 WEST, SAN BERNARDINO MERIDIAN.

THE SIDELINES OF SAID STRIP TO BE PROLONGED OR SHORTENED TO ORIGINATE IN THE WESTERLY RIGHT OF WAY LINE OF SAID GABBERT ROAD AND TO TERMINATE IN EASTERLY LINE OF THE WESTERLY HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6.

EXHIBIT "A"
LEGAL DESCRIPTION

TOGETHER WITH AN EASEMENT FOR SLOPE PURPOSES ADJACENT TO THE ABOVE DESCRIBED 40 FOOT STRIP OF LAND NECESSARY FOR THE CONSTRUCTION OF AN IMPROVED ROAD, IN, UNDER AND ACROSS SAID 40 FOOT STRIP OF LAND.

TOGETHER WITH

PARCEL "A"

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF STRIP 1 DESCRIBED ABOVE AND THE WESTERLY RIGHT OF WAY LINE OF SAID GABBERT ROAD; THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 00°01'58" EAST, 4.00 FEET TO A POINT OF CUSP WITH A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 4.00 FEET, A RADIAL LINE FROM SAID POINT BEARS NORTH 89°58'02" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC LENGTH OF 6.28 FEET TO A POINT OF CUSP WITH THE NORTHERLY LINE OF SAID STRIP 1; THENCE ALONG SAID NORTHERLY LINE, SOUTH 89°58'02" EAST, 4.00 FEET TO THE **TRUE POINT OF BEGINNING**.

TOGETHER WITH

PARCEL "B"

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF STRIP 1 DESCRIBED ABOVE AND THE WESTERLY RIGHT OF WAY LINE OF SAID GABBERT ROAD; THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 00°01'58" WEST, 4.00 FEET TO A POINT OF CUSP WITH A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 4.00 FEET, A RADIAL LINE FROM SAID POINT BEARS NORTH 89°58'02" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC LENGTH OF 6.28 FEET TO A POINT OF CUSP WITH THE SOUTHERLY LINE OF SAID STRIP 1; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89°58'02" WEST, 4.00 FEET TO THE **TRUE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 3 SQUARE FEET, MORE OR LESS.

THE ABOVE LEGAL DESCRIPTION IS DELINEATED ON EXHIBIT "B" AND IS MADE A PART HEREOF FOR REFERENCE PURPOSES.



JOHN M. SMITH, P.L.S. 8070
LICENSE EXPIRES 12/31/09
DATE PREPARED: 03/05/08

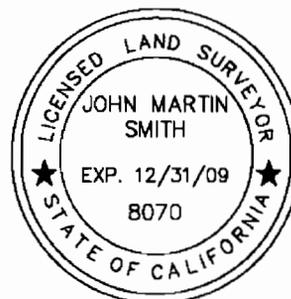


EXHIBIT "B"

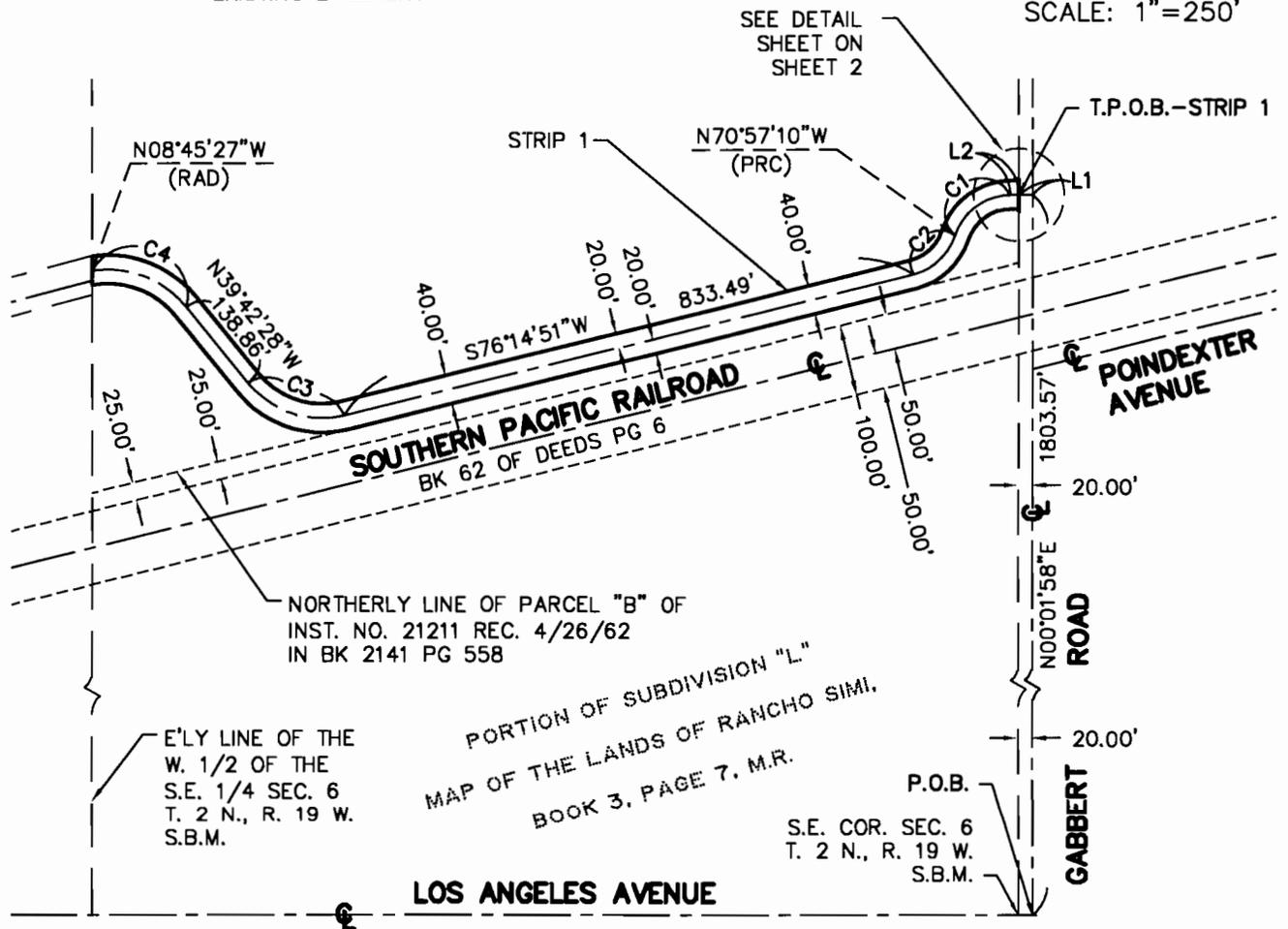
PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"

LEGEND

- — — — — EXISTING LOT LINE
- — — — — CENTERLINE
- — — — — ACCESS ROAD EASEMENT
- - - - - EXISTING EASEMENT



SCALE: 1"=250'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°58'02"W	20.00'
L2	N89°58'02"W	12.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	70°59'08"	84.00'	104.07'
C2	57°12'01"	84.00'	83.86'
C3	64°02'41"	137.00'	153.14'
C4	59°02'59"	145.00'	149.44'

SHEET 1 OF 2

EXHIBIT "B"
ACCESS ROAD EASEMENT RE-ALIGNMENT
CITY OF MOORPARK, CALIFORNIA

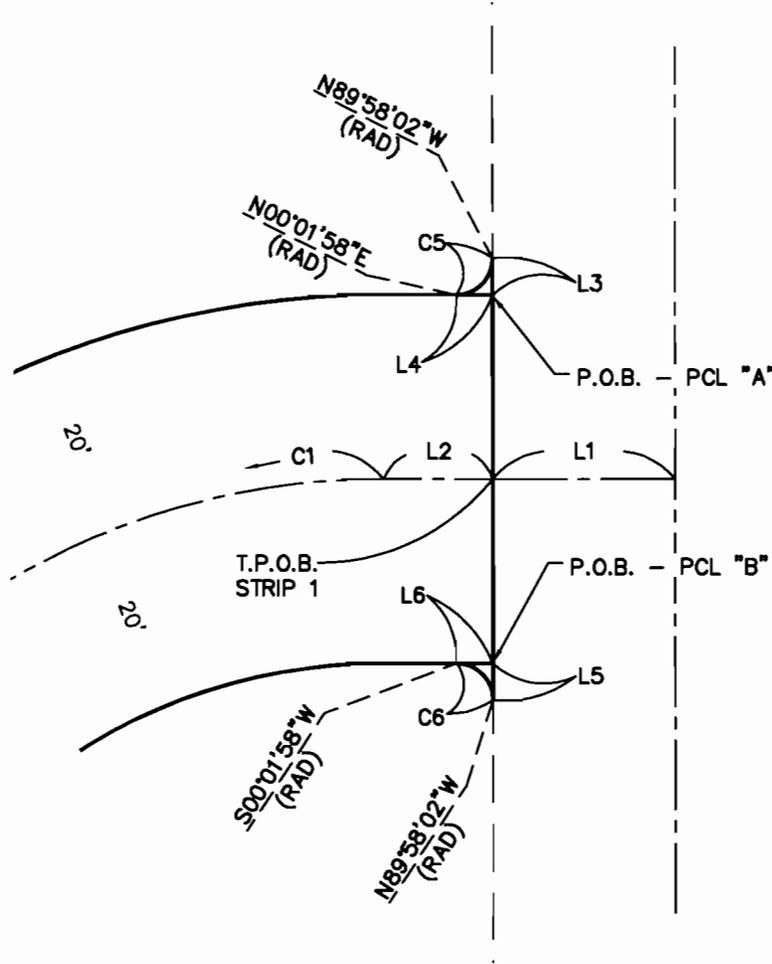
DRC Development Resource Consultants, Inc.
Civil Engineering • Land Surveying • Environmental
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EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"

DETAIL



LEGEND

- — — — — EXISTING LOT LINE
- — — — — CENTERLINE
- — — — — ACCESS ROAD EASEMENT
- - - - - EXISTING EASEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°58'02"W	20.00'
L2	N89°58'02"W	12.00'
L3	N00°01'58"E	4.00'
L4	S89°58'02"E	4.00'
L5	S00°01'58"W	4.00'
L6	N89°58'02"W	4.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	70°59'08"	84.00'	104.07'
C5	90°00'00"	4.00'	6.28'
C6	90°00'00"	4.00'	6.28'

SHEET 2 OF 2

EXHIBIT "B"
ACCESS ROAD EASEMENT RE-ALIGNMENT
CITY OF MOORPARK, CALIFORNIA

DRC Development Resource Consultants, Inc.
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