

**MOORPARK CITY COUNCIL  
AGENDA REPORT****TO: Honorable City Council****FROM: Barry K. Hogan, Community Development Director**  
**Prepared by Joseph R. Vacca, Principal Planner** **DATE: March 28, 2006 (CC Meeting of 04/05/06)****SUBJECT: Consider the Applicant's Appeal of the Community Development Director's Denial of Administrative Permit No. 2005-19, a Request to Convert an Existing Residence into a Dog Wellness Center with Veterinary Services and Overnight Boarding of Injured Dogs at 100 Leta Yancy Road.****BACKGROUND**

On December 16, 2005, Administrative Permit No. 2005-19 application was opened, requesting the conversion of an existing single-family residence at 100 Leta Yancy Road, to a dog wellness center with veterinary services and overnight boarding of injured dogs. The applicant is Jenny Ehrig, being represented by Bob Gehricke. On January 5, 2006, the request was denied without prejudice by the Community Development Director. The denial was based upon street dedication requirements for Unidos Avenue, along the south property line, which would require demolition of the structure proposed for the dog wellness facility, making the project unbuildable as proposed. The applicant has appealed this denial decision. While appeals of decisions of the Community Development Director would ordinarily be considered by the Planning Commission, this appeal is presented for consideration by the City Council, since the City Council is the authority that previously established the ultimate width of Unidos Avenue. The applicant/appellant has concurred with the decision to present this appeal to the City Council. Please note that since the project was denied by the Director without prejudice, it has not been analyzed for compliance with the City's development and design requirements.

**DISCUSSION**

The subject property, located at the northeast corner of Leta Yancy Road and Unidos Avenue, is 77.8 feet wide by 200 feet deep, totaling 15,560 square feet in size in its existing configuration. The lot contains a 1,530 square-foot vacant house and two out buildings of 495 square feet and 315 square feet each.

When the Villa Campesina project was approved on April 21, 1986, Unidos Avenue was originally planned to have a sixty-eight foot (68') right-of-way with a fifty-two foot (52') paved road, consistent with County standards for a commercial/industrial road. Unidos Avenue was intended to run east to west from Moorpark Avenue to Leta Yancy Road (formerly Liberty Bell Road). The following is a historical summary of the review/requirements of Unidos Avenue:

- On April 21, 1986, the Villa Campesina subdivision (Tract No. 4147) was conditioned to provide one-half ( $\frac{1}{2}$ ) of the Unidos Avenue right-of-way along the subdivision's northern edge, with an improvement of thirty-two feet (32') of this thirty-four foot (34') dedication. A traffic study completed on April 26, 1985, for the Villa Campesina project recommended the improvement of Unidos Avenue, but the General Plan Circulation Element in effect at the time did not call for a street in the location of Unidos Avenue.
- On December 16, 1987, the City Council approved Planned Development Permit No. 1065, a 27,466 sq. ft. automotive service building on the south side of Los Angeles Avenue approximately 250 feet west of Park Lane, on the application of Colin Velazquez. This Planned Development Permit No. 1065 was conditioned to improve the section of Unidos Avenue along the southern property line of this site. The required improvements were to be for one-half ( $\frac{1}{2}$ ) of the street width to match the street improvements for Tract No. 4147 outlined above.
- On March 7, 1990, the City Council agreed to defer construction of the improvements of Unidos Avenue that were required of Mr. Velazquez by the approved PD No. 1065; and also agreed to reduce the bond surety payment amount from \$80,000.00 to \$35,000.00.
- On April 8, 1992, the City Council conducted a public hearing to consider General Plan updates to the Land Use and Circulation Elements, Sphere of Influence Expansion Study and Environmental Impact Reports. At that meeting, it was the consensus of the City Council to remove Unidos Avenue and the connectors to it from the proposed Circulation exhibit. On April 29, 1992, the City Council again confirmed by consensus that Unidos Avenue would not be included in the proposed Circulation Element and that this area would need further review with a future General Plan Revision.
- On April 17, 1996, Planning staff requested City Council consideration to fund a traffic study to determine the need for improving and extending Unidos Avenue. At the time, Planning staff had received several inquires on the issue during preliminary project reviews of a batting cage facility west of Park Lane, a Burger King Restaurant proposed just east of Liberty Bell Road (now Leta Yancy Road), and a modification of the prior approved Westland Residential project which was conditioned to construct Unidos Avenue from Goldman Avenue east to Liberty Bell Road. The City Council decided unanimously to agendize this issue for a future meeting in order to reverse the decision on the 1985 circulation study (of

Villa Campesina) and to state a Council Policy that the concept of an extension of Unidos Avenue be abandoned.

- On August 21, 1996, the City Council considered an alternative street section for the existing section of Unidos Avenue and continued this item for further review to September 4, 1996.
- On September 4, 1996, the City Council unanimously approved: 1). The design for Unidos Avenue, immediately east of Liberty Bell Road (now Leta Yancy Road) to be constructed to a design consistent with Plate B-5c cul-de-sac modified with a 32' curb to curb dimension with a 48' right-of-way; 8 foot of right-of-way on the north and south sides with parking on one side; and 2). Directed Engineering staff to get a cost estimate on a design of the knuckle at the end of Unidos Avenue and Juarez Avenue and to bring the knuckle design and cost estimate back to the City Council.
- On October 2, 1996, the City Council, through approval of the consent calendar, approved a design for the street section improvements for Unidos Avenue; and appropriated \$10,600.00 of the FY 1996/97 budget for engineering efforts to design the knuckle at the intersection of Unidos Avenue and Juarez Avenue. At this October 2 meeting, (staff report attached), the design for Unidos Avenue that the City Council approved is shown in the table below:

1996 Approved Unidos Avenue Cross Section						
Villa Campesina Residential Development  (South)	Planter	Sidewalk (incl. curb)	Paved Area of Unidos Avenue	Sidewalk (incl. curb)	Planter	Commercially-Zoned Private Property (House modified or demolished)  (North)
	3'	5'	32'	5'	3'	
<b>48' Ultimate Dedicated Right-of-Way</b>						

- On November 6, 1996, the City Council unanimously approved the 48' right-of-way for Unidos Avenue, (as outlined at the meeting of October 2 – above). That approval eliminated the knuckle and parkway planter and included a barrier similar to the dead-end of Williams Ranch Road. The approval also required Mr. Velasquez to provide landscaping behind the sidewalk; and to allow a driveway apron to his property.

With the recent developments helping to define this area; including the Vintage Crest Senior Apartments residential project, Waterstone (formerly Archstone) residential apartment complex, Kylexa and Tuscan Square commercial projects and the Renaissance office project, Unidos Avenue will no longer provide an east to west

vehicular connection from Moorpark Avenue to Leta Yancy Road. An aerial image of the project site and surrounding properties is attached. The Renaissance office project was conditioned to provide a pedestrian access between Unidos Avenue and Park Lane. If the vacant Caltrans property and other properties to the north and east of the project site were fully developed with commercial land uses, Unidos Avenue could be utilized as a service alley for these commercial properties. Under such a scenario, widening of the right-of-way would no longer be needed.

Staff measured the existing improved right of way of Unidos Avenue between Villa Campesina and the project site at 100 Leta Yancy Road. Starting from the south side of Unidos Avenue, it is currently improved with a three foot (3') planter, a five foot (5') sidewalk (including curb), and twenty-four feet (24') of paved street. The northerly two feet (2') of the right-of-way are not improved. The existing residence on the subject property is set back approximately eight feet (8') from the existing right-of-way.

<b>Existing Unidos Avenue Cross Section</b>						
Villa Campesina Residential Development  (South)	Planter	Sidewalk (incl. curb)	Paved Area of Unidos Avenue	Dirt area	Setback from R.O.W. to existing house	Existing house at 100 Leta Yancy Road  (North)
	3'	5'	24'	2'	8'	
	<b>34' Existing Dedicated Right-of-Way</b>					

The owner of the subject property has not proposed to provide any dedication for street improvements of Unidos Avenue. A full thirty-four feet (34') of street dedication from this property to match the half-street dedication provided by Villa Campesina would require demolition of the existing residence proposed for the dog wellness facility and would leave a 43.8-foot wide lot.

Even a forty-eight foot (48') right-of-way would require the removal of at least six feet (6') of the building, negating the proposed project, unless the street design is modified. Because this design of Unidos Avenue was established at the direction of the City Council, any change to this design is at the discretion of the City Council.

Staff recommends requiring the improvement of Unidos Avenue as a service alley, instead of a street, within its existing right-of-way with a paved street width of twenty-five feet six inches (25' 6") and a six-inch (6") raised curb on the north side of the right-of-way. No parking would be allowed on either side of the service alley.

The revised cross section would appear as follows:

<b>Proposed Alternative Unidos Avenue Cross Section</b>						
Villa Campesina Residential Development  (South)	Planter	Sidewalk (incl. curb)	Paved Area of Unidos Avenue	Curb	Setback from R.O.W. to existing house	Existing house at 100 Leta Yancy Road  (North)
	3'	5'	25' 6"	6"	8'	
	<b>34' Ultimate Dedicated Right-of-Way</b>					

This would allow for the conversion of the existing residence to the dog wellness facility while preserving an eight foot (8') setback from the Unidos Avenue right-of-way to the existing building. Additionally, it would preserve access to the adjacent commercial properties for service vehicles. The Council may wish to consider making the alley private rather than public in the future. Conditions of approval of this Administrative Permit would require the applicant to consent to accepting and maintaining the alley improvements as private improvements in conjunction with one or more properties to the east.

As mentioned earlier, the Community Development Director concluded that the application could not be approved due to street dedication requirements; therefore a thorough analysis of the proposed project relative to the required findings of an Administrative Permit was not conducted. If the City Council provides direction on the street width that would allow for development of the site, then the application should be referred back to the Community Development Director for consideration of findings for the Administrative Permit. If the City Council decides to reaffirm its previous direction on the street width, then the decision of the Community Development Director should be sustained.

If the City Council is inclined to send the Administrative Permit back to the Community Development Director with a directive to work with the applicant towards an approval, then at a minimum the following conditions of approval would be considered:

- The project shall comply with the City's parking ordinance and landscaping design standards and guidelines.
- Architectural plans shall be provided that demonstrate substantial improvement to the design of the existing onsite buildings to meet City standards for new commercial development to the satisfaction of the Community Development Director prior to the issuance of building permits.

- A decorative masonry wall shall be provided along the south, east, and north property lines. Wall plans shall be submitted to the Community Development Director for review and approval prior to the issuance of building permits for the project.
- Completion of street improvements within the required right-of-way shall be provided on the north side of Unidos Avenue along the frontage of the subject property, easterly with a transition onto the adjacent Caltrans property, as well as completion of the frontage street improvements on Leta Yancy Road including appropriate ADA requirements, to the satisfaction of the City Engineer prior to the issuance of occupancy permits.
- The project would be conditioned to accommodate the existing drainage patterns of the subject property and adjacent properties which flow across these properties in a southwesterly direction onto Unidos Avenue to Leta Yancy Road.
- The applicant would be required to consent to accept the proposed alley as a private improvement and to join with one or more properties to the east to maintain the improvements with access open to the general public as well as the affected properties subject to the satisfaction of the City Attorney, City Engineer and Community Development Director.
- Payment of all applicable development fees.
- Limitations on outdoor uses.

### **STAFF RECOMMENDATION**

Direct staff to pursue an updated street improvement plan for Unidos Avenue as a service alley with improvements within the existing right-of-way, and refer the Administrative Permit application back to the Community Development Director for a decision.

### **ATTACHMENTS:**

1. Appeal Letter from Applicant
2. Location Map
3. Aerial Photograph of Site and Surrounding Area
4. Aerial Photograph of Site
5. City Council Staff Report 10-2-96 – Item 7.H.

January 12, 2006

Mr. Barry Hogan  
Community Development Director  
City of Moorpark  
799 Moorpark Ave.  
Moorpark, Ca. 93021

**Subject: Administrative Permit No. 2005-19 - Appeal Requested**  
To permit the conversion of an existing residence to a Dog Wellness Center with veterinary services for dogs at 100 Leta Yancy Road, Moorpark.

Dear Mr. Hogan

In Conformance with Moorpark City Code Section 17.44.090 A.1 my client Eastern Gate Holistic Veterinary Clinic and Rehabilitation Center, Inc. (Appellant) hereby appeals the denial of Administrative Permit No. 2005-19.

This appeal is based on the following reasons:

- 1 The uses and structures proposed for the subject properly comply with the General Plan, the Municipal Code and all applicable regulations. (See Statement of Jenny Ehrig attached hereto as Exhibit A).
- 2 There is no legal street dedication filed with the county or city for the south property line. (See statement of Bob Gehricke attached hereto as Exhibit B)
- 3 A Preliminary Title report dated April 20, 2005 does not reflect any street widening easement or proposed easement on the south property line that would warrant the denial of the permit. (See Exhibit C attached hereto). The only reference to an easement in favor of the City of Moorpark is on the West end of the property and would not affect Appellant's plans.
- 4 Unidos Avenue is a non loaded street and the proposed property use will not be impacting any traffic onto Unidos.
- 5 Unidos Avenue will not become a through street per conversations with Planning Staff and City Engineering. (See Statement of Bob Gehricke attached hereto as Exhibit B).

**CC ATTACHMENT 1**

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6 The Community Development Directors; decision is not in the best interest of the City. (See Statement of Jenny Ehrig attached hereto as Exhibit A).

If this street dedication is allowed, the impact to this project would be devastating, by taking up to two thirds of the existing property and rendering the use in operable.

Based on the above information, appellant respectfully requests that the denial of the permit be reversed. Appellant is willing to work with staff at any time to mitigate any issue but the proposed dedication is not a logical solution and is contrary to the facts.

If you have any questions please feel free to call us at any time.

Respectfully

A handwritten signature in black ink, appearing to read "Bob Gehricke". The signature is fluid and cursive, with the first name "Bob" being more prominent than the last name "Gehricke".

Bob Gehricke AIA  
Architect  
NCARB

Cc: Navabeh Borman  
Charley Stoll, Esq.  
Fergusson, Case, Orr, Patterson & Cunningham LLP

Declaration of Jenny Ehrig

I, Jenny Ehrig hereby declare and state that the foregoing is of my own personal knowledge.

1. I am a Shareholder in Eastern Gate Holistic Veterinary Clinic and Rehabilitation Center, Inc., who has filed Administrative Permit Application No. 2005-19.

2. In early June 2004, I went to The City of Moorpark to inquire as to whether we could open a holistic veterinary clinic. Scott Wolf was at the city desk and he showed me the specific areas zoned for such a business. He then asked if it would be a boarding facility and I said no. He suggested I contact Thomas Kestly who had a piece of property (100 Leta Yancy Road) with existing structures which he might sell for our use. He said it was in the right zoning area. He said the property was not listed for sale but maybe Mr. Kestly would be willing to sell it to us because he was a dog lover.

3. I left City Hall and went over to look at the property and presented the idea to Mr. Kestly by leaving a message at his front office. He returned my message and we began dialogue about the possibility of purchasing the property to open our business.

4. On 6/25/2004, we offered to purchase the property with the understanding that the City of Moorpark via Scott Wolf, knew our business would not be an overnight boarding facility and that the city considered our business a welcome addition to the community.

5. On 6/29/2004, I faxed a letter of intent to open a business in the City of Moorpark to Barry Hogan in the Community Development Department of the City of Moorpark (805-529-8270) detailing our intent to open the Dog Wellness Center. This letter is attached as Exhibit A to this Declaration. The letter explained the holistic veterinary clinic would be at 100 Leta Yancy Road and would feature hydrotherapy for dogs and horses. Concluding the letter we asked that any concerns for our intended use be provided to us in writing so that we could make the necessary adjustments. This letter was also sent to Scott Wolf and Thomas Kestly.

6. On 7/1/2004, Scott Wolf responded verbally. He said he had spoken with Barry Hogan and said the City had no real issues for the potential use. If there were to be a required permit they would walk us through the required process. The one concern was the adjacent neighbors and as long as there was no outdoor dog run where dogs would be left alone outside there would be no problem.

7. On July 14, 2004, we signed the offer to purchase the property allowing escrow to begin.

8. The property was purchased with the understanding that renters in the existing structures would not have to move out until the following June when their lease expired.

In February 2005 the renters asked to move out early and we then began the process of starting to open our business.

9. In Good Faith we purchased the property at 100 Leta Yancy Road in Moorpark with the understanding that the location was zoned and perfect for our business and was in fact recommended for purchase by a Moorpark City employee, Scott Wolf.

I declare under penalty of perjury that the foregoing is true and correct. Dated this 12<sup>th</sup> day of January 2006, at Camarillo, CA.

  
Jenny Ehrig

# *DOG WELLNESS CENTER*

6/28/2004

Barry Hogan  
Community Directory Committee  
City of Moorpark  
805 529 8270

Dear Mr. Barry Hogan,

We have offered to purchase the land and houses at 100 Leta Yancy Road in the City of Moorpark.

My partners and I wish to open a Holistic Veterinary Clinic featuring hydrotherapy. We will provide hydrotherapy services to dogs and horses. Our intent is not to modify buildings but to leave the rural setting and just add an all weather parking lot.

One building on the property will be used as an administrative office. It will have two small examining/ treatment rooms, a small retail area, an animal waiting room and an employee break room.

Another building will be used as a grooming area. This building will also have a client indoor/outdoor waiting area opening into the courtyard where observation of their pets' pool treatment can be enjoyed.

The court yard will have an approximate 15 ft by 30 ft pool. This pool will be custom made, above ground, 4 feet deep with decking around the perimeter. The pool will have a hydraulic lift as well as a ramp. This pool is for dogs and small animals only. All pool hardware will be under decking, easily accessible but hidden from view. This courtyard will be fenced in with adequate fencing to prevent any unauthorized entry into the pool area and the surrounding area will be professionally landscaped.

A horse aqua tread will be on the opposite side of the main house separate from the small animal area. A two horse stall area with arena will be used for examination and post hydro treatment.

The perimeter of the property will be enclosed with fencing that will both prevent animal escape and beautify the neighborhood.

We plan to operate Tuesday through Sunday with Monday closed.  
Our hours will be from 10 am to 6 pm daily.  
All services by appointment only.

There will be no more than eight dogs on the property at one time and no more than two horses.

# DOG WELLNESS CENTER

This center is modeled after one in New York City and another in Chicago. It will be top of the line, very chic and exclusive. For examples please look at [www.k9-swimtherapy.com](http://www.k9-swimtherapy.com), [www.tops-vet-rehab.com](http://www.tops-vet-rehab.com) and [www.animalfitnesscenter.com](http://www.animalfitnesscenter.com). The horse Treatment can be seen at Oak Creek Farm in Texas and UC Davis.

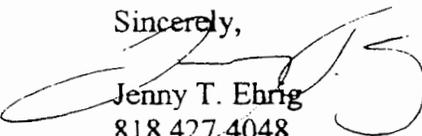
This center will be beneficial to the City of Moorpark and will bring in business from all over Ventura and Los Angeles County.

The center will offer special services to the cities Police and Rescue Canines and Police and Ranger horses.

We consist of Mrs. Navabeh Borman, The Owner of Dog Wellness Center; Dr. Linda MacKinnon DVM, Resident Veterinarian; and Mrs. Jenny Ehrig, Coordinator of the Dog Wellness Center and Behavior Specialist.

This is the intended use of the site. If you have any concerns please provide them in writing so that we may be able to make the necessary adjustments.

Sincerely,

  
Jenny T. Ehrig  
818 427-4048

CC: Scott Wolf  
Thomas Kestly

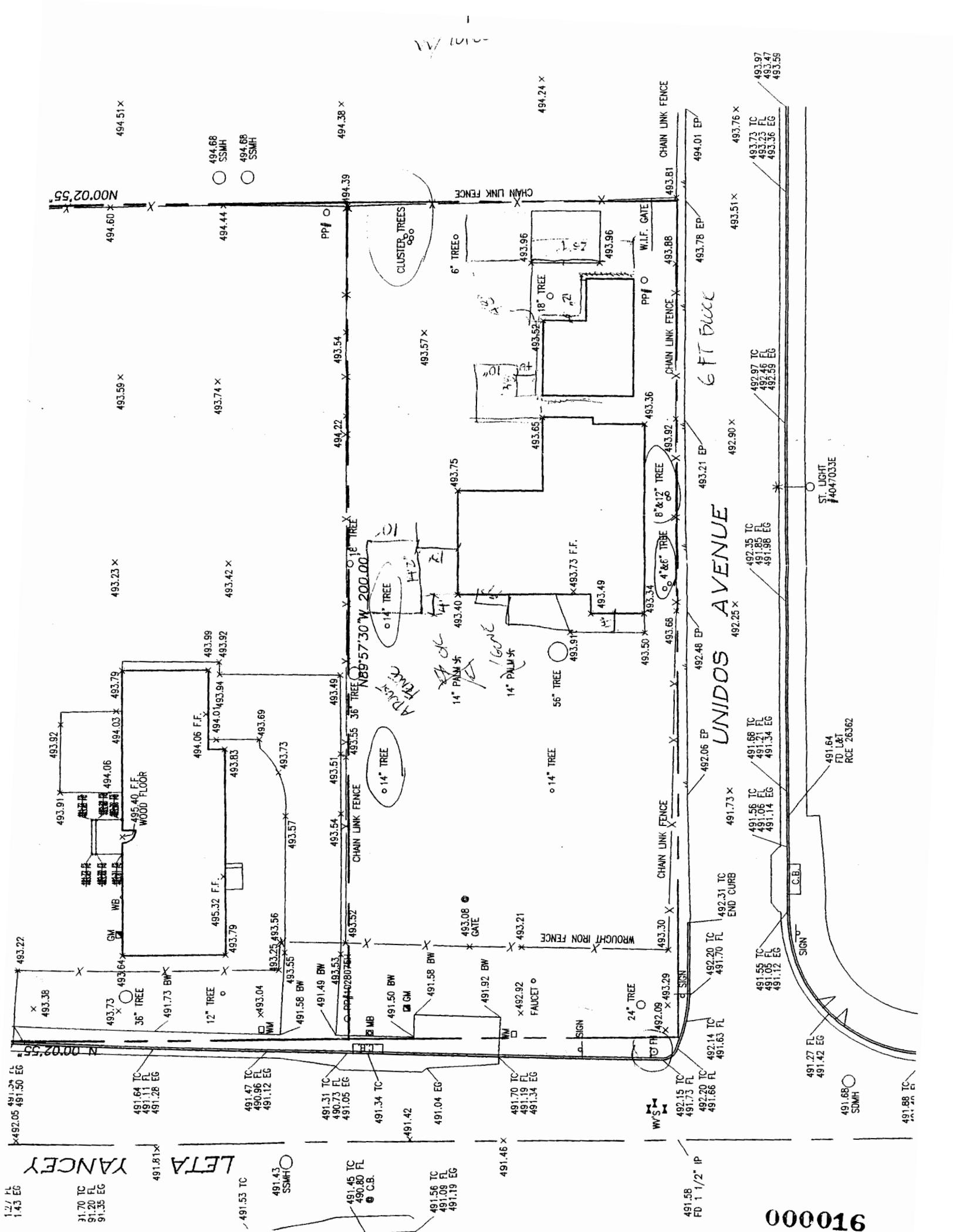
\* Sent 6/29/04  
Final  
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## EXHIBIT B

**Subject: Administrative Permit No. 2005-19**  
Documentation of information received

- 1 On 6/17/05 Bob Gehricke meet with Ken Gilbert (City Engineer) and Barry Hogan (Planning Director) to inquire about the possible widening of Unidos Ave. They mentioned that it is very unlikely that this widening will occur now, since the road will not be going through.  
Barry did mentioned that the corner of the property will need to be updated to current Moorpark standards.
- 2 On 7/05/05 Bob Gehricke meet with staff - Building and Safety and City Engineering to verify the location of any easements / dedications and verify previous permits for the existing structures.  
Bob Gehricke obtained the assessor's maps and city street map for Unidos / Leta Yancy. No easement / street dedication was indicated. The documents are enclosed.





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493.56 EG

493.73 TC

493.23 FL

493.47 EG

493.56 EG

493.76 X

493.51 X

493.78 EP

494.01 EP

493.81 CHAIN LINK FENCE

493.88 W.I.F. GATE

493.96

493.96

493.52 18" TREE

493.65

493.75

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493.73 F.F.

493.34

493.50 X

493.66

493.92

493.36

493.81 CHAIN LINK FENCE

6 FT DUCK

493.21 EP

492.48 EP

492.06 EP

491.73 X

492.25 X

492.90 X

492.25 X

492.35 TC

491.85 FL

491.96 EG

492.35 TC

491.85 FL

491.96 EG

492.97 TC

492.46 FL

492.59 EG

493.56 EG

493.73 TC

493.23 FL

493.47 EG

493.56 EG

493.76 X

493.51 X

493.78 EP

494.01 EP

493.81 CHAIN LINK FENCE

493.88 W.I.F. GATE

493.96

493.96

493.52 18" TREE

493.65

493.75

493.40

493.49

493.73 F.F.

493.34

493.50 X

493.66

493.92

493.36

493.81 CHAIN LINK FENCE

6 FT DUCK

493.21 EP

492.48 EP

492.06 EP

491.73 X

492.25 X

492.90 X

492.25 X

492.35 TC

491.85 FL

491.96 EG

492.35 TC

491.85 FL

491.96 EG

492.97 TC

492.46 FL

492.59 EG

493.56 EG

493.73 TC

493.23 FL

493.47 EG

493.56 EG

493.76 X

493.51 X

EXHIBIT C



Lawyers Title Company  
1701 Solar Drive  
Suite 250  
Oxnard, CA 93030  
Phone: (805) 484-2701

**Lawyers Title Company**  
1701 Solar Drive Suite 250  
Oxnard, California 93030

Our File No: 03505496 - 14  
Title Officer: Steve Lopez  
e-mail: slopez@landam.com  
Direct Phone: (805) 484-2701, ext. 132  
Fax Number: (805) 987-1759

Attn: **Steve Lopez**

Your Reference No: 100 Leta Yancy Rd

Property Address: 100 Leta Yancy Road, Moorpark, California

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**PRELIMINARY REPORT**

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Dated as of April 20, 2005 at 7:30 a.m.

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

The printed Exceptions and Exclusion from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit B attached. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit B. Copies of the Policy forms should be read. They are available from the office which issued this report.

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

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

File No: 03505496

## **SCHEDULE A**

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

### **A Preliminary Report Only**

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

### **A FEE**

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

**Burton Borman and Navabeh P. Borman, husband and wife as joint tenants**

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

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

**EXHIBIT "A"**

All that certain real property situated in the County of Ventura, State of California, described as follows:

That portion of Lot 45, Fremont Tract, in the City of Moorpark, in the County of Ventura, State of California, according to the Map recorded in Book 5, Page 5 of Miscellaneous Records, in the Office of the County Recorder of said County, described as follows:

Commencing at a point in the Westerly line of said Lot 45, Distant along said Westerly line and prolongation thereof South 44 feet from the center line of Los Angeles Avenue, 60 feet wide, at the intersection of said Westerly line with the Westerly prolongation of the Southerly line of the land described in the Deed to the State of California, recorded July 13, 1942, Book 660, Page 24 of Official Records; thence along said last mentioned prolongation, East 25 feet to a point in the Easterly line of the land described in the Deed to Spencer Thorpe, as Trustee, recorded April 13, 1952, Book 657, Page 58 of Official Records at the Northwesterly corner of the land conveyed to Frank X. Pfaffinger and Wife, by Deed recorded January 11, 1951, as Instrument No. 616, Book 973, Page 561 of Official Records and being the true point of beginning; thence along the Easterly line of said land of Spencer Thorpe,

1<sup>st</sup>: North 217.88 feet; thence parallel with the center line of said Los Angeles Avenue;

2<sup>nd</sup>: East 200 feet to the Westerly line of said land of the State of California; thence along said Westerly line,

3<sup>rd</sup>: South 217.80 feet to a point in the Northerly line of said land of Frank X. Pfaffinger at the Southwesterly corner of said land of the State of California, thence along Northerly line,

4<sup>th</sup>: West 200 feet to the true point of beginning.

Excepting therefrom the Northerly 140.00 feet.

Assessor's Parcel Number: **506-0-050-400**

### SCHEDULE B

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

A. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, to be levied for the fiscal year 2004 - 2005 which are a lien not yet payable.

B. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year 2004-2005

1st Installment:	\$1,299.85	Paid
2nd Installment:	\$1,299.85	This amount is valid until April 10, after which penalties apply
Penalty (including cost):	\$159.98	Due with installment amount if paid after April 10
Homeowner's Exemption:	\$none	
Code Area:	10067	
Assessment No.:	506-0-050-400	

C. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code of the State of California.

1. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	Simi Land and Water Company
Purpose:	construction, maintenance and use of any system for the collection, conducting and distribution of water
Recorded:	January 3, 1890, Book 29, Page 500 of Deeds
Affects:	all of said land

The exact location and/or extent of said easement is not disclosed in the public records.

2. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	Southern California Edison Company
Purpose:	public utilities
Recorded:	February 9, 1959, Book 1701, Page 52 of Official Records
Affects:	the Easterly 6 feet of said land

3. The fact that said land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document.

Redevelopment Agency:	Moorpark Redevelopment Project
Recorded:	July 12, 1989 as Instrument No. 89-108897 of Official Records

File No: 03505496

4. A Waiver of any claims for damages to said land by reason of the location of a freeway or highway contiguous thereto as contained in a document

In Favor of: Moorpark Redevelopment Project  
Recorded: July 12, 1989 as Instrument No. 89-108897 of Official Records

5. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to: City of Moorpark  
Purpose: public road  
Recorded: May 4, 1993 as Instrument No. 93 079360 of Official Records  
Affects: portion of said land as described therein

6. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Deferment and Loan Agreement Regarding City of Moorpark  
Dated: Assessment District No. 92-1 (Mission Bell Plaza)  
By and between: City of Moorpark  
Recorded: June 21, 1993 as Instrument No. 93-112132 of Official Records

Reference is made to said document for full particulars.

7. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Notice  
Dated: not shown  
By and between: City of Moorpark  
Recorded: February 4, 1993 as Instrument No. 98-015807 of Official Records

Reference is made to said document for full particulars.

**END OF SCHEDULE B EXCEPTIONS**

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

File No: 03505496

### **REQUIREMENTS SECTION:**

REQ NO.1: The Company will require a statement of information from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matters which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon.

Parties	Buyers/Sellers
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File No: 03505496

## INFORMATIONAL NOTES SECTION

**NOTE NO. 1: Privacy notice (15 U.S.C. 6801 and 16 CFR part 313):**

We collect nonpublic personal information about you from information you provide on forms and documents and from other people such as your lender, real estate agent, attorney, escrow, etc. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**NOTE NO. 2:** The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.

**NOTE NO. 3:** California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the company by wire transfer may be disbursed upon receipt. Funds deposited with the company via cashier's check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with such financial institution, and the company shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.

### WIRING INSTRUCTIONS FOR THIS OFFICE ARE:

Union Bank of California  
445 South Figueroa Street  
Los Angeles, CA 90071-1655  
Phone (800) 218-6466  
ABA #122-000-496  
Credit To: Lawyers Title Company - Ventura County  
Account #9100868005

**RE: 03505496 305 - SEL**

**PLEASE INDICATE LAWYERS TITLE COMPANY ESCROW OR TITLE ORDER NUMBER**

File No: 03505496

NOTE NO. 4: The charges which the company will make for next day messenger services (i.e. Federal Express, UPS, DHL, Airborne, Express mail, etc.) Are \$15.00 per letter, standard overnight service, and \$25.00 for larger size packages and/or priority delivery services. Such charges include the cost of such messenger service and the company's expenses for arranging such messenger service and its overhead and profit. Special messenger services will be billed at the cost of such services. There will be no additional charge for pick-up or delivery of packages via the company's regularly scheduled messenger runs.

NOTE NO. 5: The charge for a policy of title insurance, when issued through this title order, will be based on the short-term rate.

NOTE NO. 6: The only conveyances affecting said land, which recorded within 24 months of the date of this report, are as follows

Grantor: Thomas A. Kestly, an unmarried man  
Grantee: Thomas Andrew Kestly, Trustee of the 2003 Kestly Family Trust  
Recorded: October 11, 2003 as Instrument No. 20031011-0391599 of Official Records

NOTE NO. 7: The only conveyances affecting said land, which recorded within 24 months of the date of this report, are as follows

Grantor: Thomas Andrew Kestly, Trustee of the 2003 Kestly Family Trust  
Grantee: Burton Borman and Navabeh P. Borman, husband and wife as joint tenants  
Recorded: September 15, 2004 as Instrument No. 20040915-0251075 of Official Records

Typist: 842

Date Typed: April 28, 2005

**Exhibit B (Rev. 11-17-04)  
CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE POLICY - 1990  
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of minors, infants, incompetents or persons whose notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (i) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (ii) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (iii) resulting in no loss or damage to the insured claimant;
  - (iv) attaching or created subsequent to Date of Policy; or
  - (v) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any fees, rights, interests, or claims which are not shown by the public records but which should be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, anomalies in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)  
CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE  
EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. land use
  - d. improvements on the Land
  - e. land division
  - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
  - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
  - b. the taking happened before the Policy date and is binding on You if You bought the Land without knowing of the taking.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
  - b. that are known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph J of Schedule A; and
  - b. in streets, alleys, or waterways that touch the land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:  
For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.  
The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 14:	1% of Policy Amount or \$2,500 (whichever is less)	\$10,000
Covered Risk 15:	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000
Covered Risk 16:	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000
Covered Risk 18:	1% of Policy Amount or \$2,500 (whichever is less)	\$5,000

**AMERICAN LAND TITLE ASSOCIATION  
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)  
EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and state laws and regulations concerning:
  - a. land use
  - b. improvements on the land
  - c. land division
  - d. environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

000025

- This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks
2. The right to take the land by condemnation, unless
    - A notice of exercising the right appears in the public records on the Policy Date
    - The taking happened prior to the Policy Date and is binding on you if you bought the land with a knowing of the taking
  3. Title Risks
    - That are created, allowed, or agreed to by you
    - That are known to you, but not to us, on the Policy Date - unless they appeared in the Public Records
    - That result in no loss to you
    - That first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
  4. Failure to pay value for your title.
  5. Lack of a right:
    - To any land outside the area specifically describes and referred to in Item 3 of Schedule A
- OR
- In streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)  
WITH ALTA ENDORSEMENT-FORM 1 COVERAGE  
EXCLUSIONS FROM COVERAGE**

- The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorney's fees or expenses which arise by reason of:
1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
  - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
  2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
  3. Defects, liens, encumbrances, adverse claims or other matters:
    - (a) created, suffered, assumed or agreed to by the insured claimant,
    - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
    - (c) resulting in no loss or damage to the insured claimant;
    - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
    - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for his insured mortgage.
  4. Unenforceability of the lien of the insured mortgage because of the insolvency or failure of the insured at Date of Policy or the insolvency or failure of any subsequent owner of the indebtedness, to comply with applicable during business laws of the state in which the land is located.
  5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
  6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
  7. Any claim which arises out of the transaction creating the interest of the mortgage insured by this Policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
    - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
    - (ii) the subordination of the interest of the insured mortgage as a result of the application of the doctrine of equitable subordination; or
    - (iii) the transaction creating the interest of the insured mortgage being deemed a pre:
      - (a) to timely record the instrument of transfer; or
      - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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

**EXCEPTIONS FROM COVERAGE**

- This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:
1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
  2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
  3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
  4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a prudent survey would disclose, and which are not shown by the public records.
  5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

**AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)  
EXCLUSIONS FROM COVERAGE**

- The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorney's fees or expenses which arise by reason of:
1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
  - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
  2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
  3. Defects, liens, encumbrances, adverse claims or other matters:
    - (a) created, suffered, assumed or agreed to by the insured claimant
    - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
    - (c) resulting in no loss or damage to the insured claimant;
    - (d) attaching or created subsequent to Date of Policy; or
    - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
  4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by the policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
    - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
    - (ii) the transaction creating the estate or interest insured by the policy being deemed a preferential transfer except where the preferential transfer results from the failure:
      - (a) to timely record the instrument of transfer; or
      - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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

**EXCEPTIONS FROM COVERAGE**

- This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:
1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

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

1. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
2. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)  
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any part of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
  - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
  - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27. Or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under several Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are known to the Insured at:
  - (a) The time of the advance; or
  - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 4.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

67

Recorded at request of and  
Return to Charles Abbott  
City Engineer, City of Moorpark  
111A Polindexter, Moorpark, CA 93021

A. P. No. ~~898-050-970~~

93-079360  
Recorded  
Official Records  
County of  
Ventura  
Richard D. Dean  
Recorder  
8:02am 4-May-93

Rec Fee  
A. R. .00

MOOR CJ 6

NO TAX DUE

City of Moorpark

EASEMENT DEED

(Mojave Bell Plus Assessment District)

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

EARL E. GILBERT and PATSY M. GILBERT, Trustees of the GILBERT FAMILY TRUST,  
dated June 5, 1990

do(es) hereby GRANT to the

CITY OF MOORPARK

an easement and right of way for public road and related purposes in, on, over, under, and across the  
following described real property in the State of California, County of Ventura

(See description on following page(s))

EXHIBIT "A"

Being a portion of that certain deed recorded July 19, 1990 as Document No. 90-102778 of Official Records in the Office of the County Recorder, County of Ventura, State of California, described as follows.

Beginning at the northwest corner of said deed; thence easterly along the northerly line of said deed,

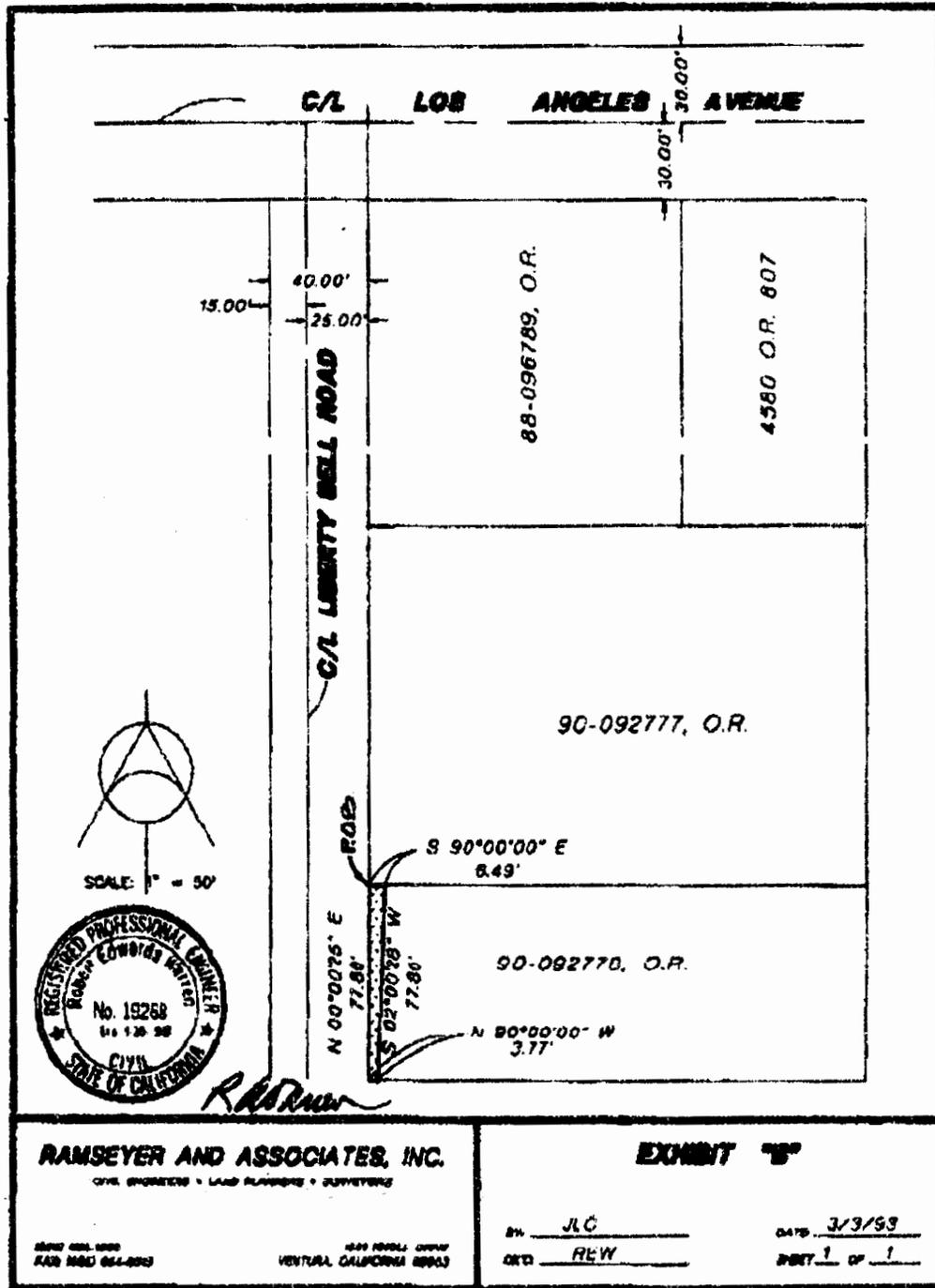
- 1st. South 90°00'00" East 6.49 feet; thence,
- 2nd. South 2°00'28" West 77.80 feet to an intersection with the southerly line of said deed; thence westerly along said southerly line,
- 3rd. North 90°00'00" West 3.77 feet to an intersection with the easterly line of said deed; thence northerly along said line,
- 4th. North 00°00'25" East 77.80 feet to the point of beginning.

Area of said land = 0.01 Acres



*Robert Edwards Wiley*

Sheet 1 of 1 Sheets



000030

EARL R. GILBERT and PATSY M. GILBERT, Trustees  
of the GILBERT FAMILY TRUST, dated June 5, 1990

Date: 3-8-1993

By *Earl R. Gilbert*  
EARL R. GILBERT

By *Patsy M. Gilbert*  
PATSY M. GILBERT

GRANTOR(S)

PARCEL 806-460-070

}  
}

ALL-PURPOSE ACKNOWLEDGMENT

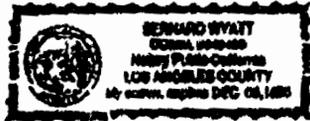
State of CALIFORNIA

County of LOS ANGELES

On 03/08/93 before me, BERNARD WYATT, NOTARY PUBLIC

personally appeared KARL J. GILBERT & DORIS M. GILBERT

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



Witness my hand and official seal.

*[Signature]*  
\_\_\_\_\_  
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though this does not require Notary to be in the state below, doing so may prove invaluable to persons relying on the instrument.

- INDIVIDUAL
- CORPORATE OFFICER(S)
- PARTNERS  LIMITED  GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/GUARDIANSHIP
- OTHER \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSONS OR ENTITY  
THE GILBERT FAMILY TRUST  
DATED JUNE 05, 1990.

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT.

Title or Type of Document CITY OF MOORPARK EASEMENT DEED.

Number of Pages EDGE 4 OR 02 Date of Document 03/08/93.

Signer(s) Other than Named Above NONE.

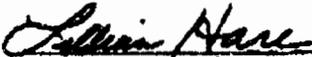
Though the data requested here is not required by law, it would ensure full and correct attachment of this form.

CERTIFICATE OF ACCEPTANCE

NOTICE IS HEREBY given by the City of Moorpark in the county of Ventura, State of California, as follows:

1. That on the 21 day of March, 1993, the Easement Deed from Earl R. Gilbert and Patsy M. Gilbert, trustees of the Gilbert Family Trust, was accepted by the City Council of the City of Moorpark.
2. That the name of the political subdivision accepting said Grant Deed is the City of Moorpark, in the County of Ventura, State of California, whose address is 799 Moorpark Avenue, Moorpark, California 93021.
3. That the City Clerk of the City of Moorpark is authorized to accept and consent to the recordation of any deed or grant conveying any interest in or easement upon real property to said City which the City Council has approved pursuant to Resolution No. 85-163 which was duly recorded with the County Recorder of Ventura County.

City of Moorpark

  
Lillian Hare, City Clerk



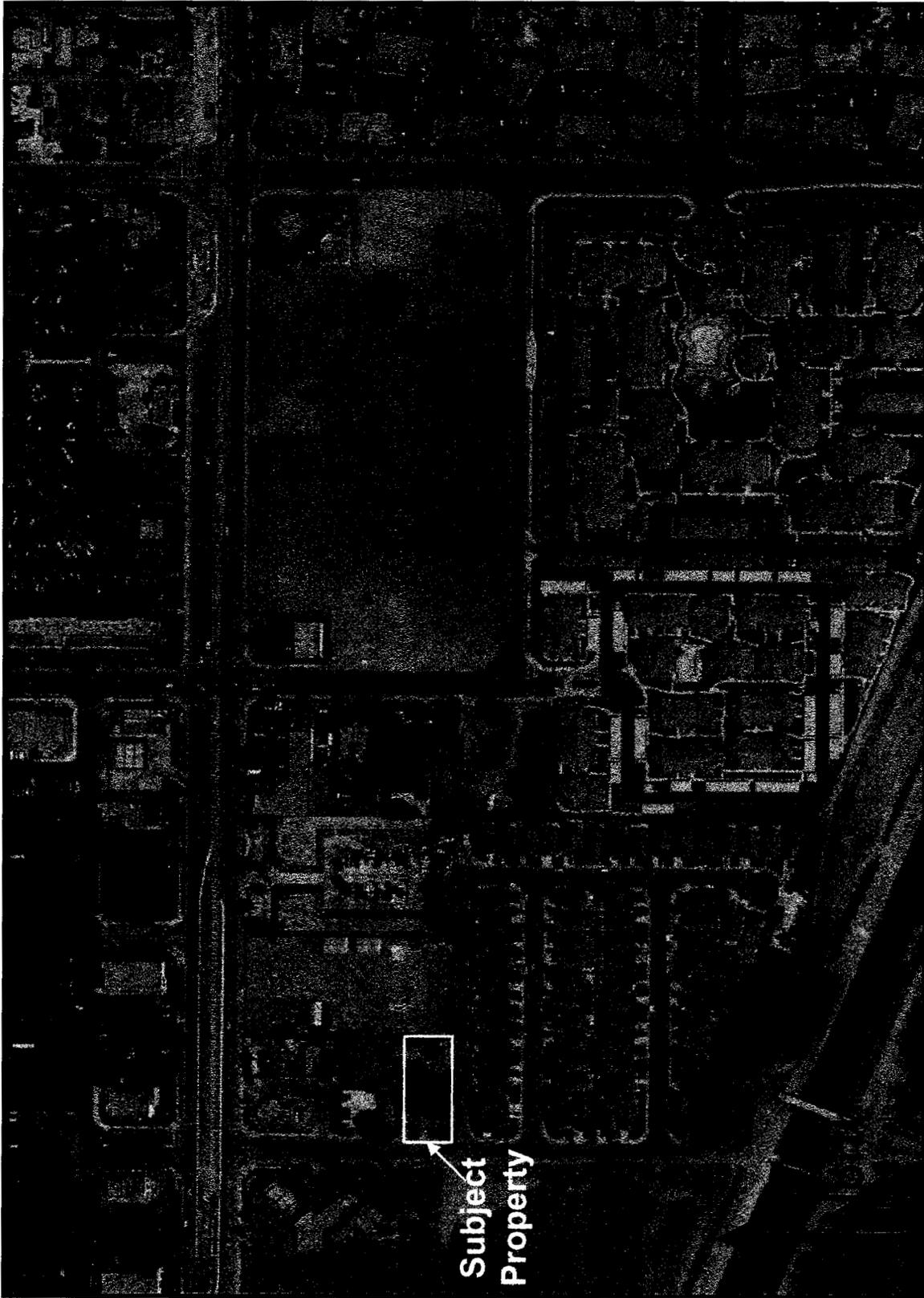
## City of Moorpark, Community Development Department - Processing Fee Back-up

*Bob***Bob Gehricke**

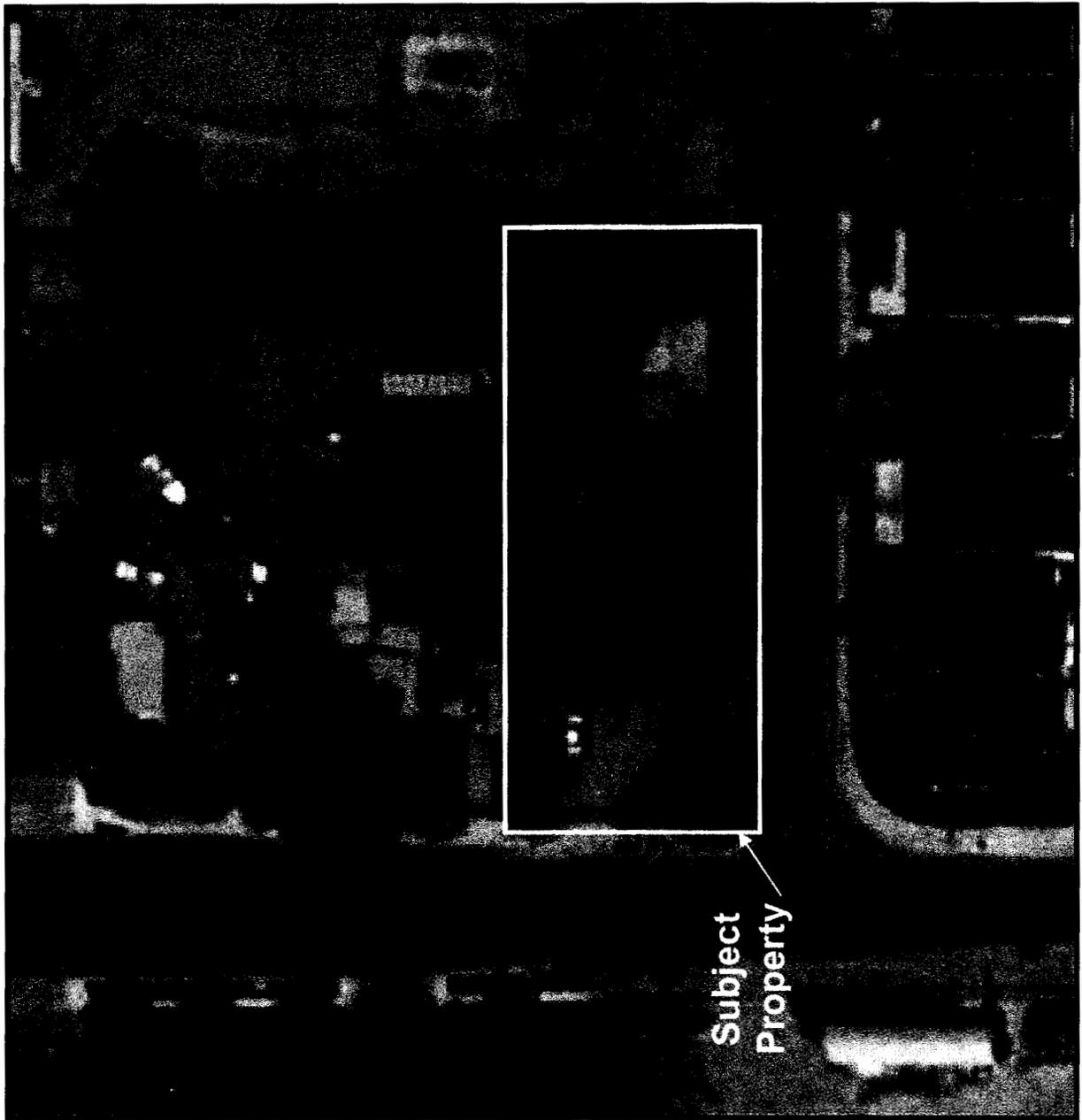
<b>Case Number</b>	<b>Ad. Permit 2005-19</b>	<b>Applicant Name</b>	<b>Bob Gehricke</b>
<b>Project Title</b>	<b>Dog Wellness Center 100 Leta Yancy Road</b>		
<b>Date</b>	<b>1/13/2006</b>	<b>Receipt #</b>	<b>38853</b>
Business Registration		1000 - 3210	
Administrative Exception		2200-3247	
Administrative Permit		2200-3247	
Permit Adjustment - Commercial/Industrial		2200 - 3242	
Permit Adjustment - Residential		2200 - 3244	
Mobile Home Rent Increase Review		2201 - 3834	
Sign Permit		2200 - 3231	
Street Vendor Permit		2200 - 3220	
Temporary Sign/Banner Permit		2200 - 3231	
Temporary Use Permit		2200 - 3245	
Appeal of Community Development Director Decision	150.00	2200 - 3829	
Zoning Letter		2200 - 3881	
Film Permits		1000 - 3211	
Massage Establishment Technician Permit		1000 - 3210	
Pawnbroker/Secondhand Dealer Permit		1000 - 3210	
	<b>Total</b>	<b>150.00</b>	



**Proposed Dog Wellness Facility at 100 Leta Yancy Road**  
(Located at the southwest corner of Leta Yancy Road and Unidos Avenue)  
Aerial photo of Subject property and surrounding properties



**Proposed Dog Wellness Facility at 100 Leta Yancy Road**  
(Located at the southwest corner of Leta Yancy Road and Unidos Avenue)  
Aerial photo of Subject property



## **AGENDA REPORT CITY OF MOORPARK**

**TO:** The Honorable City Council

**FROM:** Kenneth C. Gilbert, Director of Public Works

**DATE:** September 23, 1996 (Council Meeting 10-2-96)

**SUBJECT:** Consider Authorizing the Preparation of a Design for Street Improvements on Unidos Avenue

### **BACKGROUND**

On September 4, 1996, the City Council determined that the design for Unidos Avenue immediately east of Liberty Bell Road shall be as follows:

- **Standard:** Plate B5-C (modified);
- **Street width:** thirty-two feet (32') curb-to-curb;
- **Right-of-way width:** forty-eight feet (48');
- **Sidewalk width:** five feet (5');
- **Parkway width:** three feet (3'), including top of curb;
- **Parking (if permitted):** on one side only.
- **Intersection Design for Unidos & Juarez:** standard right-angle knuckle design (there shall be no street improvements within the existing street right-of-way east of Juarez Avenue).

The sketch attached as Exhibit 1 depicts a) the existing right-of-way; b) the additional right-of-way previously required by PD-1065; and, c) the right-of-way required by the above recently approved standard.

The City Council also requested that staff prepare an estimate for the cost to prepare a design for the construction of street improvements in this area.

### **DISCUSSION**

#### **A. Design**

The City Engineer's Office has prepared the requested design cost estimate, which is summarized as follows:

- From Liberty Bell Road to Juarez Avenue, including the "knuckle" design at the east end of Unidos Avenue: \$13,764;

- From a point approximately two hundred seventy feet (270') east of Liberty Bell Road, easterly to Juarez Avenue, including the "knuckle" design at the east end of Unidos Avenue: \$9,107.

**B. Developer Deposits**

In August of 1993 the City cashed a letter of credit from the developer of the property encompassed by PD-1065, in the amount of \$35,000. That deposit guaranteed the construction of certain street improvements along the Unidos Avenue frontage of the property.

**C. Engineering Efforts**

It is recommended that the City use a portion of the above mentioned monies to fund the preparation of a design for street improvements along the Unidos frontage of PD-1065, including the removal of existing street improvements east of Juarez Avenue. It is also recommended that those engineering efforts include the preparation of legal descriptions for the street right-of-way to be dedicated to the City, as well as the street right-of-way east of Juarez Avenue which may possibly be declared "surplus." A re-cap of those engineering costs is as follows:

- Design: \$ 9,107
  - Legal Descriptions: \$ 1,426
- \$10,533

**RECOMMENDATIONS (Roll Call Vote Required)**

Staff recommends that the City Council take the following actions:

1. Authorize the City Engineer to proceed with the engineering efforts described in Section C of this report to be funded by a portion of the developer deposits described in Section B of this report;
2. Appropriate \$10,600 from Fund 500 (Developer Deposits) and amend the FY 1996/97 Budget (if necessary) to account for the subject design project.

PD-1065

