

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council
FROM: Yugal K. Lall, City Engineer/Public Works Director
DATE: July 23, 2007 (CC Meeting of 08/01/07)
SUBJECT: Consider Southern California Edison's Objection to Recordation of Final Map 5147 (AB Properties, Applicant) Continued from 7/18/2007



DISCUSSION

The item is continued from the July 18, 2007 City Council meeting.

Tentative Tract 5147 (AB Properties, Applicant), a 34.5 acre industrial subdivision development project located approximately 1,300 feet west of Gabbert Road, north of Union Pacific Railroad Right-of-Way, was approved by City Council on March 15, 2000. It created 17 industrial lots, 1 lot for conservation easement, and 1 lot for landscaping purposes. The final map was approved at the Council's March 21, 2007, regular meeting. Following that meeting, recordation was delayed pertaining to finalizing a required easement.

Under Public Comments at the City Council meeting of June 6, 2007, Southern California Edison (SCE) voiced opposition to the recordation of the final map under the Subdivision Map Act, Government Code Section 66436 (a)(3)(A)(ii). SCE has identified that as a public utility owning a record title interest in the property, the property owner was required to provide SCE with legal notice prior to scheduling the final map for approval, which SCE has stated did not occur. Consistent with Government Code Section 66436(a) (3) (A) (v), after receipt of SCE's objection, a public hearing was noticed for July 18, 2007. On July 12, 2007, the City received a letter from SCE, (Attachment 1) requesting that any public hearing be scheduled on a date beyond the standard thirty-day period to allow the parties (SCE and AB Properties) additional time to continue discussions. The developer is requesting an expeditious decision, since loan, financing is tied to final map recordation, and grading has already begun. Following is an excerpt from the applicable Government Code section that applies to scheduling and conducting the public hearing:

(v) If the public entity or utility files an objection to the determination of the legislative body or advisory agency that the division and development of the property will not unreasonably interfere with the exercise of its right-of-way or easement, the legislative body or advisory agency shall set the matter for public hearing to be held not less than 10 nor more than 30 days of receipt of the objection. At the hearing, the public entity or public utility shall present evidence in support of its position that the division and development of the property will unreasonably interfere with the free and complete exercise of the objector's right-of-way or easement.

(vi) If the legislative body or advisory agency finds, following the hearing, that the development and division will in fact unreasonably interfere with the free and complete exercise of the objector's right-of-way or easement, it shall set forth those conditions whereby the unreasonable interference will be eliminated and upon compliance with those conditions by the subdivider, the final map may be recorded with or without the signature of the objector. If the legislative body or advisory agency finds that the development and division will in fact not unreasonably interfere with the free and complete exercise of the objector's right-of-way or easement, the final map may be recorded without the signature of the objector, notwithstanding the objections.

On July 18, 2007, this item was presented to the City Council by the City Attorney who informed the City Council that SCE had concerns with the published notice for the hearing. Two representatives from SCE addressed the City Council, Anna Frutos-Sanchez, Region Manager, Local Public Affairs, requested a continuation of the item to the August 1, 2007 City Council meeting due to unresolved issues between SCE and AB properties. SCE Right of Way Agent, George Perez further explained that SCE had concerns with the grading, drainage and hydrology on the southern limits of the project as there is encroachment onto SCE fee property. Mr. Perez explained that Tract Map 5147 does not encroach onto SCE property, however, the street improvements and grading plans for Tract 5147 encroach 14 feet onto SCE property.

The approved street improvements and grading plans (Attachment 2) for Tract 5147 show up to 14.5 feet of the street improvements as well as 10 feet of grading beyond the street improvement located on SCE property. However, Tract 5147 has the rights by grant deed 14788 Book 2380 page 326-329 (Attachment 3). *"to use, maintain and repair existing roads and to install, construct, use, maintain, and repair any future public road system upon, over and across the SCE property ."* Additionally the proposed street improvements and grading for Tract 5147 are no less than 40 feet from the nearest SCE structure, and SCE requires a minimum clearance of 25 feet.

STAFF RECOMMENDATION

Open the public hearing and, following testimony and evidence presented at the hearing, determine whether or not the map will unreasonably interfere with SCE's easement and/or right of way.

Attachments:

1. Letter from Edison dated July 10, 2007
2. Grading and Street Improvements Plans
3. Grant deed 14788

July 10, 2007

VIA CERTIFIED MAIL

City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

RECEIVED
JUL 13 2007
CITY OF MOORPARK
OFFICE OF THE CITY MANAGER

Re: California Government Code Section 66436 Request for
Hearing - Final Tract Map No. 5147

Dear Sirs and Madams:

On March 21, 2007, the City of Moorpark ("Moorpark") City Council considered and approved Final Tract Map No. 5147 ("TM 5147"). This letter serves as Southern California Edison Company's ("SCE") objection to any recording of TM 5147 in its present version, pursuant to California Government Code ("Govt. Code") § 66436(a)(3)(A)(ii).

SCE owns fee and easement properties adjacent to and/or within the subdivided real property that is the subject of TM 5147. However, the Moorpark City Council approved TM 5147 without SCE's signature. In such a case, prior to recordation, Govt. Code § 66436(a)(3)(A)(i) requires the subdivider (i.e., A-B Properties) to send SCE, as a public utility owning a record title interest in the property, a sketch of the proposed final map together with a copy of Govt. Code § 66436. SCE understands that real estate developer A-B Properties submitted TM 5147 to the city clerk for recordation. SCE then notified A-B Properties of the requirements under Govt. Code § 66436(a)(3)(A)(i). By letter dated June 8, 2007, A-B Properties provided SCE with a copy of TM 5147 and Govt. Code § 66436.

SCE is concerned that the development of the property in the manner set forth in TM 5147 may unreasonably interfere with the exercise of its property rights. SCE and A-B Properties are engaged in discussions to address the concerns and interests of both parties. However, to protect its property interests and to preserve its right to a hearing under Govt. Code § 66436(a)(3)(A)(v), SCE hereby submits its objection to TM 5147. Given that SCE received the copy of TM 5147 from A-B Properties on June 11, 2007, this objection to the Moorpark City Council's determination and request for a hearing is timely. Because SCE and A-B Properties are currently working toward a

resolution of this matter, SCE asks that any public hearing on TM 5147 be scheduled on a date beyond the standard thirty-day period to allow the parties additional time to continue their discussions. SCE hereby waives time to allow for such an extension.

Thank you for your consideration of this letter.

Very truly yours,

A handwritten signature in black ink that reads "Leon Bass Jr." in a cursive style.

Leon Bass Jr.

cc: Walker A. Matthews, III
Linda Anabtawi
Paula Ames-Axt
Robert Gariss
Paul D. Burns

LAW-#1380932

000005

Southern California Edison Company

P.O. BOX 4757
10060 TELEGRAPH ROAD
VENTURA, CALIFORNIA 93007

VALLEY COAST REGION
LAND SERVICES DIVISION
REAL PROPERTIES AND ADMINISTRATIVE SERVICES

John Newton
John Newton and Associates
165 High Street
Suite 103
Moorpark, CA 93021

June 5, 1995

SUBJECT: Estes Access Through Edison Property
File #95-333

Dear Mr. Newton;

Thank you for sending the document that reserves, for the Estes Estate, the right to use existing roads on Edison's Fee Owned property off of Gabbert Road in Moorpark. Please accept my apology for any inconvenience this issue may have caused you or the Estes'. I am a little surprised that it did not show up on my search, however, I will update our records to reflect this reservation to avoid any future confusion.

If I can help you with anything in the future, please feel free to call me at (805) 654-7248.

Thank you.

Very Sincerely,



PAULA A. AMES
Real Properties Agent

paa

cc: J. Leal
D. Creech
J. Pulido

000006

FORM NO. 1 (1-19-64)

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY

P.O. BOX 351
LOS ANGELES, CALIF. 90053

14788 BOOK 3280 PAGE 326

RECORDED AT REQUEST OF
TITLE INSURANCE & TRUST CO.
AT 8:00 A.M.
OFFICIAL RECORDS VENTURA COUNTY

MAR 22 1968

BOOK 3280 PAGE 326

Robert K. ... RECORDER

FEE \$440 4

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Escrow No. 231455-1H

GRANT DEED

Unincorporated Area \$44.00

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LUCILE ESTES and LUCILE C. ESTES, as guardian of the Estate of CLARENCE E. ESTES, also known as CLARENCE ESTES, an incompetent person

VENTURA COUNTY
DOCUMENTARY STAMP TAX

hereby GRANT to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, the following described real property in the County of Ventura, State of California:

\$33.00
VENTURA COUNTY
DOCUMENTARY STAMP TAX

That portion of the West one-half of the Southeast one-quarter of Section 6, Township 2 North, Range 19 West, in Subdivision "L" of the Rancho Simi, as per map recorded in Book 3, page 7 of Maps, in the office of the County Recorder of said County, described as follows:

\$3.85
MAR 22 1968
VENTURA COUNTY
DOCUMENTARY STAMP TAX

Beginning at a point in the Easterly line of the West one-half of the Southeast one-quarter of said Section 6, said point being the intersection of said Easterly line with a line parallel with and 295 feet Northerly, measured at right angles, from the Northerly line of that certain parcel of land conveyed by H. C. Estes, et al. to Southern Pacific Railroad Company, by Jeed dated October 6, 1899 and recorded in Book 62, page 6 of Deeds, in the office of the County Recorder of said County; thence Westerly in a direct line to a point in the Westarly line of the West one-half of the Southeast one-quarter of said Section 6, said last mentioned point being the intersection of said Westerly line with a line parallel with and 270 feet Northerly, measured at right angles, from the Northerly line of said land conveyed to Southern Pacific Railroad Company; thence Southerly along said Westerly line to said Northerly line; thence Easterly along said Northerly line to said Easterly line; thence Northerly along said Easterly line to the point of beginning.

APPROVED AS TO DESCRIPTION
P. B. PEACOCK, MGR. T.O. ...
SER 55529 A
I.O. 1148
D.V.C. 2441

Mail Tax Statements to: Southern California Edison Company
P.O. Box 351
Los Angeles, California 90053
Attention: Tax Department

EXCEPTING AND RESERVING unto the Grantors herein, their heirs and assigns, all the minerals and hydrocarbon substances in and under or which may be produced from said land, together with the right to use that portion only of said land which underlies a plane parallel to and five hundred (500) feet below the present surface of said land, for the purpose of prospecting for, developing and/or extracting said oil, gas, petroleum and other mineral or hydrocarbon substances from said land by means of wells drilled into said subsurface of said land from drill sites located on other land, it being expressly understood and agreed that said Grantors, their heirs and assigns, shall have no right to enter upon the surface of said land, or to use said land or any portion thereof, to said depth of five hundred (500) feet, for any purpose whatsoever, except as hereinafter specifically reserved.

ALSO EXCEPTING AND RESERVING unto the Grantors herein, their heirs and assigns, the right to install, construct, use, maintain, replace and repair all existing and such future facilities for drainage, irrigation, and utility purposes, including, but not limited to, sewer, water, gas, electricity, and telephone, in, upon, over and across the herein-described property as may be necessary or convenient for the development and use of Grantor's northerly and southerly remainder parcels, and the Grantors, their heirs and assigns, agree that these rights shall be so exercised as not to interfere with nor endanger the construction, use or maintenance of any structures or facilities placed on the land herein described by the Grantee, its successors and assigns.

ALSO EXCEPTING AND RESERVING unto the Grantors herein, their heirs and assigns, the right to use, maintain and repair existing roads and to install, construct, use, maintain and repair any future public road system upon, over and across the herein-described property, and the Grantors, their heirs and assigns, agree that in the event alternate public roads are constructed which will provide Grantors with access as convenient and adequate as that which Grantors may then be using, the Grantors will execute and deliver to the Grantee, his successors and assigns, within sixty (60) days of receipt of a written notice so to do, a good and sufficient deed quitclaiming all of said presently existing roads or portions thereof to the Grantee, its successors or assigns, and the Grantors, their heirs and assigns, agree that the location of any future public road shall be without interference with the construction, use or maintenance of any structures, or facilities placed on the land herein described by the Grantee, its successors and assigns.

ALSO EXCEPTING AND RESERVING unto the Grantors herein, their heirs and assigns, the right to install, construct, use, maintain, replace and repair a railroad spur track over, upon and across the herein-described property connecting the Southern Pacific Railroad Company right of way located immediately south of the

herein-described property with Grantor's northerly remainder parcel and Grantors further agree that this right shall be so exercised as not to interfere with nor endanger the construction, use or maintenance of any structures or facilities placed on the land herein described by the Grantee, its successors and assigns.

ALSO EXCEPTING AND RESERVING unto the Grantors herein, their heirs and assigns, the right to farm the herein described property for row crop purposes for ten (10) years from the date hereof or until construction of Grantee's presently proposed high tension transmission lines on or over the hereindescribed property is physically commenced, whichever shall first occur.

SUBJECT TO real property taxes for the fiscal year 1967, 1968, a lien not yet due or payable:

This Grant Deed, to the extent that it relates to the execution hereof by Lucile C. Estes, as duly appointed guardian of the estate of Clarence E. Estes, also known as Clarence Estes, an incompetent person, is executed under the authority of and pursuant to an order of the Superior Court of the State of California, in and for the County of Ventura, Case No. 34716, made and entered on February 5, 1968, confirming the conveyance of said Grant Deed.

Dated: February 7, 1968.

Lucile Estes
Lucile Estes

Lucile Estes
Lucile Estes, as guardian of the Estate of Clarence E. Estes, also known as Clarence Estes, an incompetent person

STATE OF CALIFORNIA }
COUNTY OF VENTURA } ss.

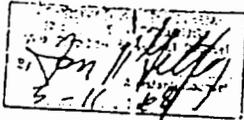
On February 7, 1968, before me, the undersigned, a Notary Public in and for said State, personally appeared Lucile C. Estes, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

WITNESS my hand and official seal.



Richard A. Richards
Richard A. Richards
Notary Public in and for said
County and State

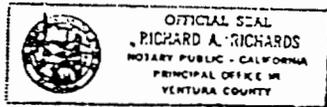
My Commission Expires: 3/11/69



STATE OF CALIFORNIA }
COUNTY OF VENTURA } RR.

On this 7 day of February, 1968,
before me, Richard A. Richards, a Notary Public in and for
said County and State, personally appeared Lucile C.
Estes, known to me to be the person whose name is subscribed
to the foregoing instrument as Guardian of the Estate of
Clarence E. Estes, also known as Clarence Estes, an
incompetent person, and acknowledged to me that she, as
such Guardian, executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed my official seal in said County, the day
and year in this certificate first above written.



Richard A. Richards
Richard A. Richards
Notary Public in and for said
County and State

My Commission Expires: 3/11/69

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D. D. 62

Recorded at the Request of Wells Fargo & Co. Nov 27, 1899. At 40 min. past 10 A. M. In book 1336 page 156. Of Deeds. Los Angeles County Records.

R. D. Wade

County Recorder

By L. L. Robinson

Deputy

Recorded at the Request of Wells Fargo & Co. Dec 1st A. D. 1899 at 40 min. past 10 clock P. M.

A. W. Primmer

County Recorder

Henry C. Estes

Thos. Lake & J. S. Collins

to

Southern Pacific Railroad Company. This Indenture Made the Sixth day of October in the year of our Lord one thousand eight hundred and ninety nine. Between Henry C. Estes, Thos. Lake and J. S. Collins, of Ventura County State of California parties of the first part, and the Southern Pacific Railroad Company, a Corporation duly incor-

5 cent
P. & S. Stamp
Cancelled

porated under the laws of the State of California, party of the second part. Witnesseth: That the said parties of the first part, for and in consideration of the sum of Three Hundred and fifty Dollars, lawful money to them in hand paid by the said party of the second part, at or before the executing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted and conveyed, and by these presents do grant and convey unto the said party of the second part, and to its successors and assigns forever, All of his his right, title, interest and estate in that certain strip or parcel of land, lying, and being

and situate in the County of Ventura, in the State of California, and described as follows, to wit: A strip or tract of land one hundred feet wide, lying equally on each side of the located line of the Southern Pacific Railroad Company's Railroad where the same is located through the lands of the party of the first part in Lot 2 of the Simi Rancho in said County of Ventura, State of California, being more particularly described as follows, to wit: Commencing for the same at a point on the center line of the said Railroad where said center line intersects the west line of said first party's land, at Survey Station No. 1107 plus 75.1 of said center line of railroad, said line being the dividing line between said first party's land and that of Huan Chiek and running thence westerly along said center line of said Southern Pacific Railroad embracing a strip of land fifty (50) feet wide on each side of said center line to the east line of said first party's land at survey station Number 1093 plus 56.8 of said located center line of railroad a distance of Thirteen hundred and fifty eight and three tenths (1,358.3) feet, more or less and containing an area of three and one hundred and eighteen one thousandths (3.118) acres ^{of land} more or less.

This conveyance is made upon the condition that the said second party shall fence the strip of land hereby granted and conveyed when required by said first party so to do, as soon as practicable after said railroad is constructed, and that said second party shall build and

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maintain at grade suitable gates or cattle guard crossings at such points as said first party shall show to be necessary for access to and use of said lands, provided the situations of said crossings are requested and duly accepted by said first party prior to the grading of said second party's railroad, and said crossings shall not exceed two in number. To have and to hold, all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever. In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of
 of R. W. Poindexter, Witness
 to signature of Henry C. Estes.
 W. T. Spulch, Witness to signature
 of T. Lake.

Henry C. Estes (Seal)
 T. Lake (Seal)
 J. S. Collins..

State of California
 County of Ventura: } On this 7th day of October in
 the year one thousand eight hundred and
 ninety nine before me, Chas. Barnard a Notary
 Public in and for the said Ventura County
 personally appeared R. W. Poindexter personally
 known to me to be the person whose name is
 subscribed to the within instrument, as a witness
 thereto, who, being by me duly sworn, deposed and
 said: that he resides in county of Los Angeles
 State of California; that he was present and saw
 Henry C. Estes personally known to him to be
 the ^{same} person described in whose name is subscribed

to and who executed the said within instrument
Sign, Seal and Deliver the same, and that he
the said A. W. Prindister the affiant, then and
there subscribed his name to said within
instrument as a witness, thereto. In Witness
Whereof, I have hereunto set my hand, and
affixed my Official Seal, at my office in the
County of Ventura, the day and year in this
certificate first above written.



Chas. Barnard,
Notary Public

In and for County of Ventura, State of California
State of California }
County of Ventura. } On this 27 day of October
in the year of our Lord one thousand eight
hundred and ninety nine before me, Charles
Barnard, a Notary Public in and for said
County and State, residing therein, duly commissioned
and sworn personally appeared Thos. Labine and
J. S. Collins known to me to be the persons
described in and whose names are subscribed
to the within instrument, and acknowledged
to me that they executed the same. In Witness
Whereof, I have hereunto set my hand and
affixed my official seal, at my office in said
County, the day and year in this certificate first
above written.



Chas. Barnard,
Notary Public

In and for the County of Ventura, State of California.
Recorded at the request of E. Shellingburg Nov 18th A. D. 1899 at
4 o'clock P. M.

A. W. Brown,
Recorder.

By Geo. P. Wagner,
Deputy



CLTA Standard Coverage Policy of Title Insurance

Fidelity National Title Insurance Company
A STOCK COMPANY

POLICY NUMBER 27-01-90- 12042

CLTA STANDARD COVERAGE POLICY OF TITLE INSURANCE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, an Arizona corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;

and in addition, as to an insured lender only:

5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority;
7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this Policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Fidelity National Title Insurance Company



By *[Signature]*
President

Attest *[Signature]*
Secretary

[Signature]

Countersigned: _____
Authorized Signature

SCHEDULE A

FILE NUMBER 403200

POLICY NUMBER 27-01-90-12042

PREMIUM \$0

Amount of Insurance
\$125,000.00

Date of Policy
August 24, 1995
at 8:00 a.m.

1. Name of insured

BILLY BAKER, AKA BILLY BAKER, JR., AKA BILL G. BAKER JR., AS TRUSTEE FOR THE GRACE LUCILE ESTES BAKER TRUST DATED 3-14-86

2. The estate or interest in the land described herein and which is covered by this policy is:

A FEE

3. The estate or interest referred to herein is at Date of Policy vested in:

A-C CONSTRUCTION, INC., A CALIFORNIA CORPORATION, AS TO AN UNDIVIDED 1/2 INTEREST AND PAUL D. BURNS AND LISA A. BURNS, HUSBAND AND WIFE AS JOINT TENANTS, DBA L.K.P. PROPERTIES AS TO AN UNDIVIDED 1/2 INTEREST

4. The land referred to in this policy is situated in the , County of Ventura, State of California, and is described as follows:

SEE EXHIBIT "I"

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

000016

EXHIBIT "I"

Part of Subdivision "L" as the same is designated and delineated upon that certain map entitled, "Map of the lands of Rancho Simi, in the Ventura and Los Angeles Counties, California", and recorded in the office of the County Recorder of Ventura County, in book 3 of Miscellaneous Records (Maps) at page 7 and particularly described as:

West one half of the Southeast one quarter of Section six (6) in Township two (2) North of Range nineteen (19) West, as the same is designated and delineated upon the above described map.

EXCEPTING the interest in that certain parcel of land, containing 3.118 acres, as conveyed by H. C. Estes et al., to Southern Pacific Railroad Company, by deed dated October 6, 1899 and recorded in the office of the County Recorder of said County of Ventura County, in book 62 of deeds at page 6 et seq.

ALSO EXCEPT the interest and/or land conveyed to the Southern California Edison Company in deed recorded March 22, 1968 in book 3280 page 326 of Official Records.

ALSO EXCEPTING THEREFROM that portion thereof as conveyed to Bugle Boy Industries in a deed recorded December 5, 1990 as Document No. 90-179525 of Official Records.

SCHEDULE B
(CONTINUED)

5. An easement for the purpose shown below and rights incidental thereto, as provided in the Deed

Purpose : Public utilities and incidental purposes
In favor of: Southern California Edison Company, a Corporation
Affects : As follows:

The Southerly 10 feet of the Northerly 470 feet of the Easterly 340 feet of the West half of the Southeast quarter of Section 6, Township 2 North, Range 19 West, S.B.B. & M., Rancho Simi, as per map recorded in book 3 page 7 of Miscellaneous Records (Maps) records of Ventura County.

ALSO the Easterly 10 feet of said West half of the Southeast quarter of Section 6.

EXCEPTING THEREFROM the Northerly 465 feet thereof.

ALSO EXCEPTING THEREFROM any portion thereof lying within public road.

ALSO EXCEPTING THEREFROM any portion thereof lying within the land conveyed to Southern Pacific Railroad Company by that deed recorded October 6, 1899 in book 62 page 6 of Deeds, records of Ventura County .

Recorded : March 23, 1956 in book 1390 page 292 of Official Records

SCHEDULE B
(CONTINUED)

6. An easement for the purpose shown below and rights incidental thereto, as provided in the Deed

Purpose : Flood control
In favor of: Ventura County Flood Control District
Affects : As follows:

A portion of Section 6, Township 2 North, Range 19 West, Rancho Simi in Tract L, County of Ventura, State of California, as said Section is designated and delineated on that certain map recorded in the office of the County Recorder of said County, in book 3 of Miscellaneous Records (Maps) at page 7 particularly described as follows:

A strip or Parcel of land eighty (80) feet wide lying 50.00 feet Westerly and Northwesterly of and 30.00 feet Easterly and Southeasterly of the following described line:

Beginning at a point in the Northerly line of that certain parcel of land described in the deed to Lucille Estes dated August 21, 1951 and recorded as Document No. 20677 in book 1024 of Official Records at page 36, distant thereon South $89^{\circ} 53' 25''$ 60.02 feet from the Northwesterly corner thereof; thence,

1st: South $14^{\circ} 59' 15''$ East 757.06 feet to the beginning of a tangent curve; thence,

2nd: Southerly along a curve concave Westerly and having a radius of 400.00 feet and a central angle of $32^{\circ} 39' 00''$ an arc distance of 227.94 feet to the end of curve; thence, tangent to said curve,

3rd: South $17^{\circ} 59' 45''$ West 151.13 feet to the beginning of a tangent curve; thence,

4th: Southwesterly along a curve concave Northwesterly having a radius of 400.00 feet and a central angle of $32^{\circ} 08' 45''$, an arc distance of 224.42 feet to the end of curve; thence, tangent to said curve,

5th: South $49^{\circ} 48' 30''$ West 106.95 feet to a point in the Westerly line of the hereinabove mentioned parcel of land described in book 1024 of Official Records at page 36.

The side lines of the above described strip or parcel of land to be prolonged or shortened to begin in the Northerly line of said parcel of land described in book 1024 of Official Records at page 36 and terminate in the Westerly line thereof.

Recorded : April 9, 1965 in book 2768 page 450 of Official Records

000019

SCHEDULE B
(CONTINUED)

7. The effect of the reservations as contained in the deed from Lucile Estes and Lucile C. Estes, as guardian of the estate of Clarence E. Estes, also known as Clarence Estes, an incompetent person to Southern California Edison Company, a Corporation, in the deed recorded March 22, 1968 in book 3280 page 326 of Official Records, as follows:

ALSO EXCEPTING AND RESERVING unto the grantor herein, their heirs and assigns, the right to install, construct, use, maintain, replace and repair, all existing and such future facilities for drainage, irrigation and utility purposes, including but not limited to sewer, water, gas, electricity and telephone in, upon, over and across the herein described property as may be necessary or convenient for the development and use of grantor's Northerly and Southerly remainder Parcels and the grantors, their heirs and assigns, agree that these rights shall be so exercised as to interfere with nor endanger the construction, use or maintenance of any structures or facilities placed on the land herein described by the grantee, its successors and assigns.

ALSO EXCEPTING AND RESERVING unto the grantors herein, their heirs and assigns, the right to use, maintain and repair existing roads and to install, construct, use, maintain and repair any future road system upon, over and across there herein described property and the grantors, theirs heirs and assigns agree that in the event alternate public roads are constructed which will provide grantors with access as convenient and adequate as that which grantors may then be using the grantors will execute and deliver to the grantee, his successors and assigns, within sixty (60) days of receipt of a written notice so to do, a good and sufficient deed quitclaiming all of said presently existing roads or portions thereof to the grantee, its successors or assigns and the grantors, their heirs and assigns, agree that the location of any future public road shall be without interference with the construction, use or maintenance of any structures or failures placed on the land herein described by the grantee, its successors and assigns.

ALSO EXCEPTING AND RESERVING unto the grantors herein, their heirs and assigns, the right to install, construct, use, maintain, replace and repair a railroad spur tract over, upon and across the herein described property connecting the Southern Pacific Railroad Company right of way located immediately South of the herein described property with grantor's Northerly remainder parcel and grantors feather agree that this right shall be so exercised as not to interfere with nor endanger the construction, use or maintenance of any structures or facilities placed on the land herein described by the grantee, its successors and assigns.

SCHEDULE B
(CONTINUED)

8. Deed of Trust to secure an indebtedness in the amount stated therein and any other terms and conditions thereof

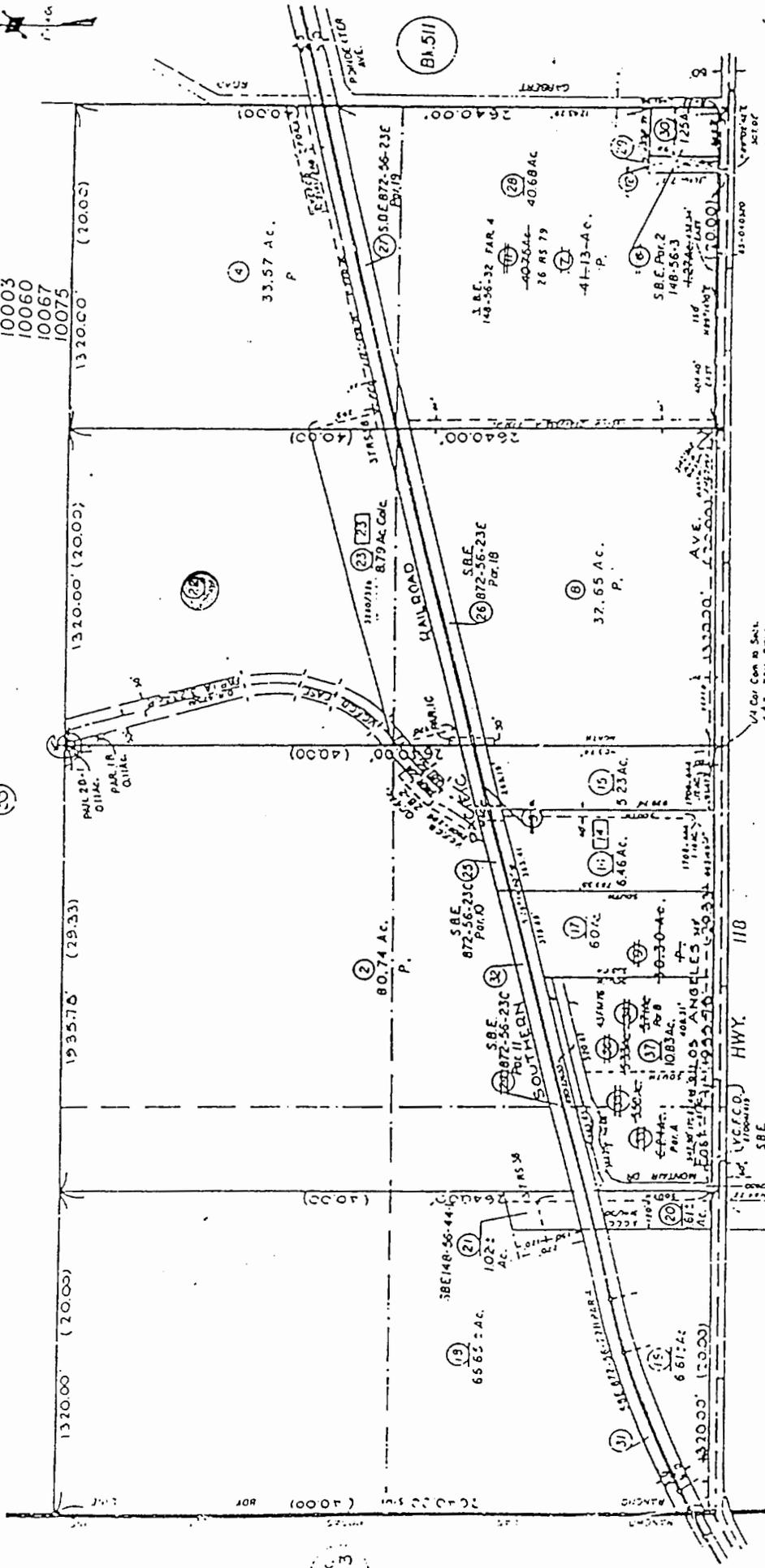
Dated : August 16, 1995
Original Amount : \$125,000.00
Trustor : A-C CONSTRUCTION, INC., A CALIFORNIA CORPORATION AS TO AN UNDIVIDED 1/2 INTEREST AND PAUL D. BURNS AND LISA A. BURNS, HUSBAND & WIFE AS JOINT TENANTS DBA L.K.P. PROPERTIES AS TO AN UNDIVIDED 1/2 INTEREST
Trustee : TUJUNGA ESCROW COMPANY, A CALIFORNIA CORPORATION
Beneficiary : BILLY BAKER, AKA BILLY BAKER, JR., AKA BILL G. BAKER JR., AS TRUSTEE FOR THE GRACE LUCILE ESTES BAKER TRUST DATED 3-14-86
Recorded : August 24, 1995 As Document No. 95-101267, Ventura County Records

POR. TRACT L RANCHO SIMI
T2N R19W

500-34

Tax Rate Area
 67011
 67042
 70007
 10041
 10005
 10003
 10060
 10067
 10075

1951 1 1 1952



BK. 503

BK. 504

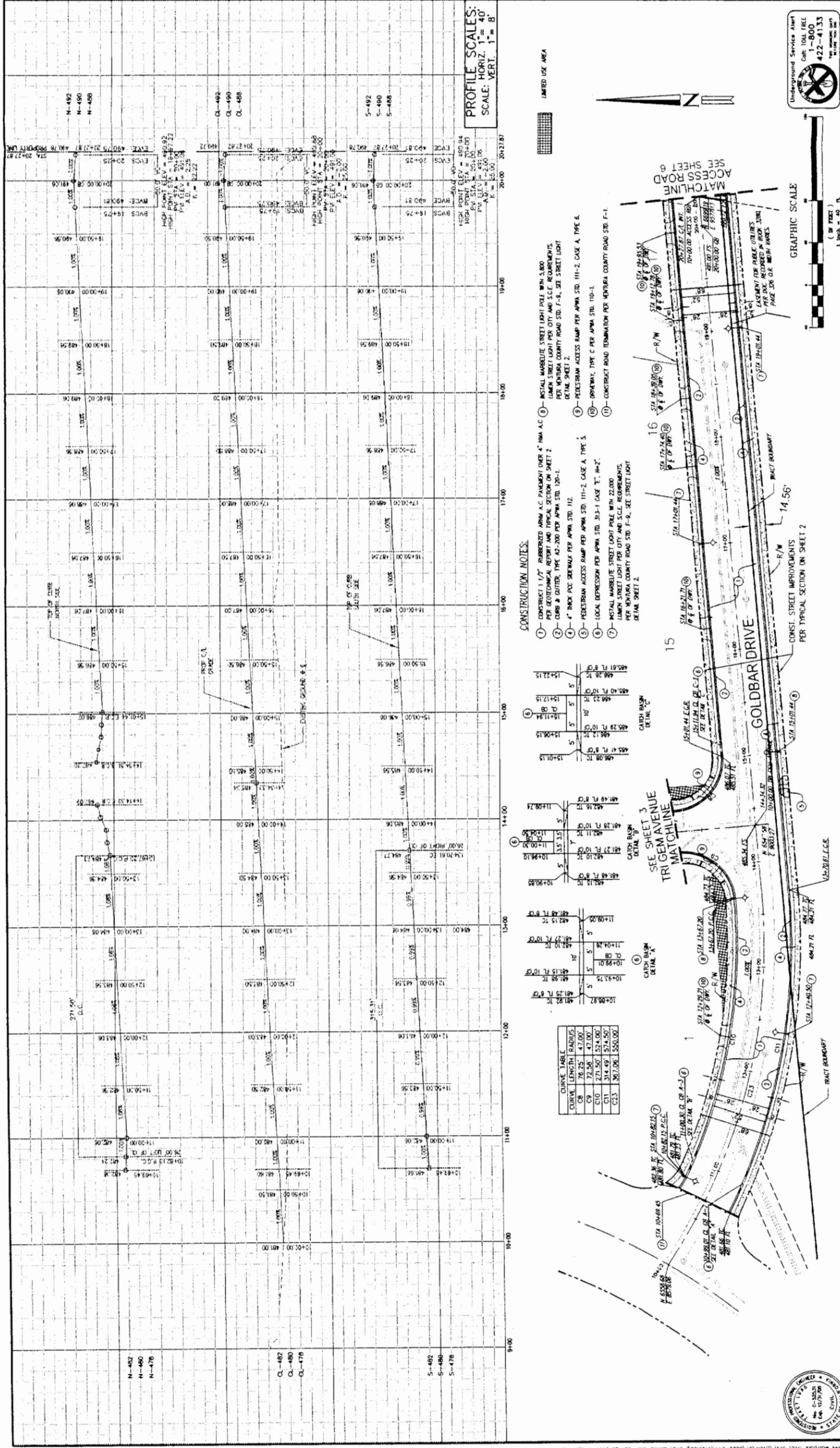
BK. 511

Rancho Simi, R.M. Bk. 3, Pg. 7

NOTE-Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

CITY OF MOORPARK & VICINITY
Assessor's Map Bk. 500, Pg. 34
County of Ventura, Calif.

ATTACHMENT 3



PROFILE SCALES:
HORIZ. 1" = 40'
VERT. 1" = 8'

CONSTRUCTION NOTES:

- 1- CONSTRUCT 1.77' BROADSIDE ASPHALT OVER 4" HMA A.C. UNDER STREET LIGHT PER CITY AND S.C.E. REQUIREMENTS.
- 2- CONSTRUCT 1.77' BROADSIDE ASPHALT OVER 4" HMA A.C. UNDER STREET LIGHT PER CITY AND S.C.E. REQUIREMENTS.
- 3- CONSTRUCT 1.77' BROADSIDE ASPHALT OVER 4" HMA A.C. UNDER STREET LIGHT PER CITY AND S.C.E. REQUIREMENTS.
- 4- 4" THICK POLYMER CONCRETE PER APMA STD. 111-2, CASE A, TYPE A.
- 5- PEDESTRIAN ACCESS RAMP PER APMA STD. 111-2, CASE A, TYPE A.
- 6- LOCAL DEPRESSION PER APMA STD. 311-1 CASE T, 14-2".
- 7- INSTALL MARBLETE STREET LIGHT POLE WITH 22,000 LUMEN STREET LIGHT PER CITY AND S.C.E. REQUIREMENTS. COUNTY ROAD STD. P-4, SEE STREET LIGHT DETAIL SHEET 2.
- 8- CONSTRUCT ROAD TERMINATION PER VENTURA COUNTY ROAD STD. F-1.
- 9- DRIVEWAY, TYPE C PER APMA STD. 110-1.
- 10- PEDESTRIAN ACCESS RAMP PER APMA STD. 111-2, CASE A, TYPE A.
- 11- CONSTRUCT ROAD TERMINATION PER VENTURA COUNTY ROAD STD. F-1.

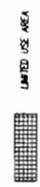
CURVE	LENGTH	RADIUS
C1	76.25	47,000
C2	77.50	52,000
C3	314.40	574,500
C23	307.06	1,550,000

<p>CITY OF MOORPARK PUBLIC WORKS DEPARTMENT</p>		<p>TRACT 5147 GOLDBAR DRIVE STREET IMPROVEMENT PLAN</p>	
<p>DESIGNED BY: DRC DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]</p>		<p>PROJECT NO.: 96.011 DATE: [Date]</p>	
<p>ENGINEERING REVIEW BY: [Name] DATE: [Date]</p>		<p>PROJECT NO.: 96.011 DATE: [Date]</p>	
<p>DESCRIPTION OF REVISION:</p>		<p>REVISION NO. DATE</p>	

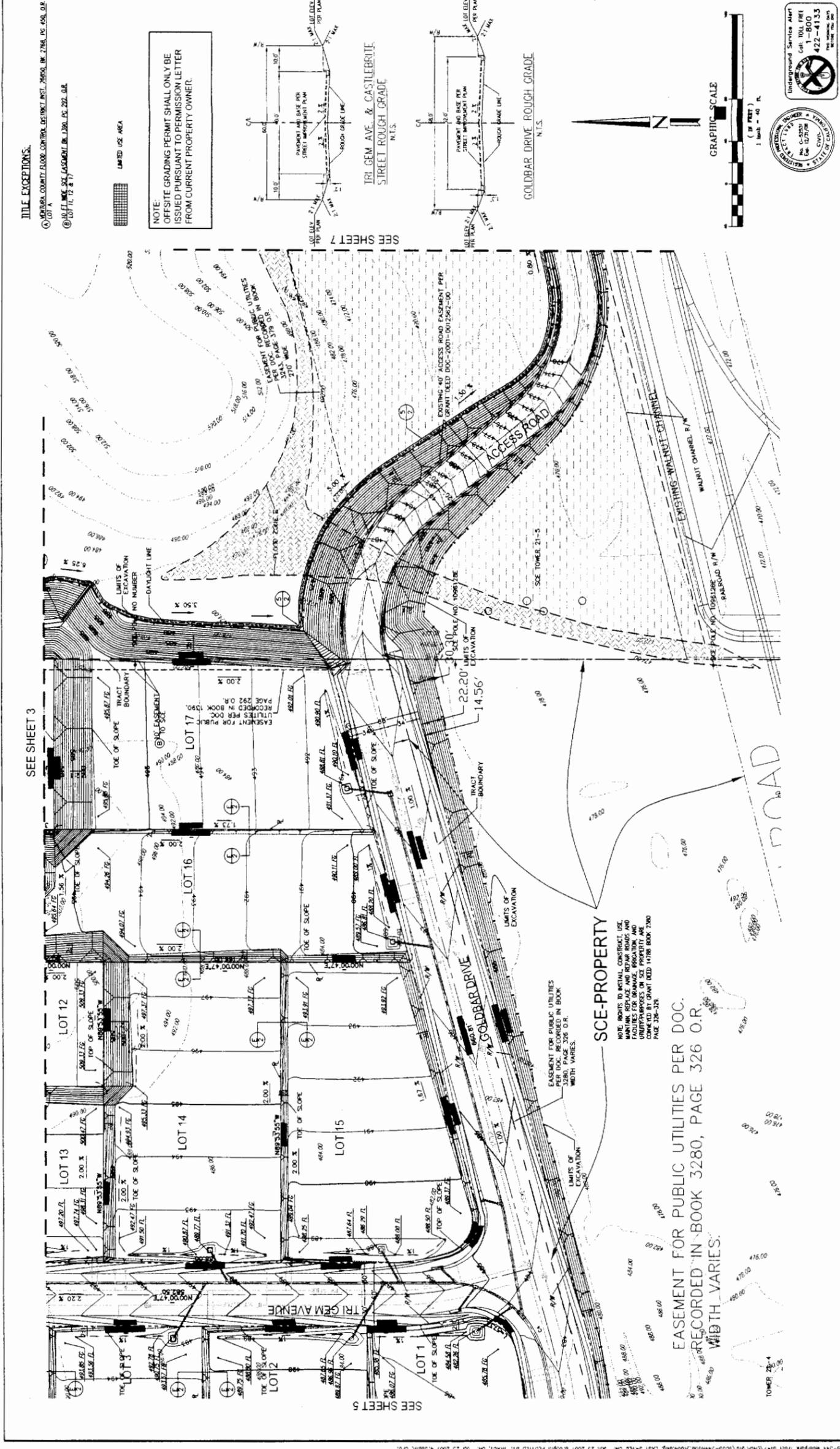
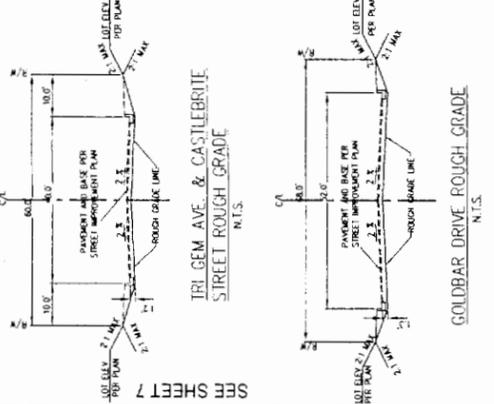


TITLE EXCEPTIONS.

- © MEMPHIS COUNTY FLOOD CONTROL DISTRICT DIST. 2764, BK. 2764, PG. 450, 0.04
- © LOT A
- © 10.61 AC. SEC. EASEMENT, BK. 1306, PG. 292, 0.08
- © LOT 11, 12 & 17



NOTE:
OFFSITE GRADING PERMIT SHALL ONLY BE
ISSUED PURSUANT TO PERMISSION LETTER
FROM CURRENT PROPERTY OWNER.



SCE-PROPERTY

NOTE: RIGHTS TO INSTALL, CONSTRUCT, USE, MAINTAIN, REPLACE AND REPAIR ROADS, AND UTILITIES ARE RESERVED AND SHALL REMAIN UNIMPEDED FOR THE USE OF SCE-PROPERTY AS AUTHORIZED BY GRANT DEED 14788 BOOK 2300 PAGE 326-328

EASEMENT FOR PUBLIC UTILITIES PER DOC. RECORDED IN BOOK 3280, PAGE 326 O.R. WIDTH VARIES.

1	DATE	APPROVED BY	DESCRIPTION OF REVISION
2			
3			
4			
5			
6			

DRC Development Resource Consultants, Inc.
1000 N. W. 10th St., Suite 100
Fort Lauderdale, FL 33304
Tel: (954) 576-1000
Fax: (954) 576-1001

ENGINEERING REVIEW BY: _____ DATE: _____
CITY ENGINEER: _____
PROJECT NO.: _____
DRAWING NO.: _____

CITY OF MOORPARK
PUBLIC WORKS DEPARTMENT

TRACT 5147
ROUGH GRADING PLAN
SHEET 6 OF 13
DRAWING NO. 06-04-12047