

RESOLUTION NO. OB 2014 - 05

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE SIMI VALLEY COMMUNITY DEVELOPMENT AGENCY APPROVING AND ADOPTING A REVISED LONG RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO SECTION 34191.5 OF THE DISSOLUTION ACT

WHEREAS, the Simi Valley Community Development Agency ("Agency") was established as a redevelopment agency that was previously organized and existing under the California Community Redevelopment Law, Health and Safety Code Section 33000, *et seq.* ("CRL"), and previously authorized to transact business and exercise powers of a redevelopment agency pursuant to action of the City Council of the City of Simi Valley ("City"); and

WHEREAS, Assembly Bill 1x26, chaptered and effective on June 27, 2011, added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code, which caused the dissolution of all redevelopment agencies and winding down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484 chaptered and effective on June 27, 2012 (together, the "Dissolution Act"); and

WHEREAS, as of February 1, 2012 the Agency was dissolved pursuant to the Dissolution Act and as a separate legal entity the City serves as the Successor Agency to the Simi Valley Community Development Agency ("Successor Agency"); and

WHEREAS, the Successor Agency administers the enforceable obligations of the Agency and otherwise unwinds the Former Agency's affairs, all subject to the review and approval by a seven-member oversight board ("Oversight Board"); and

WHEREAS, pursuant to Health & Safety Code Section 34191.5(b), upon the Successor Agency's receipt of a "Finding of Completion" from the California Department of Finance pursuant to Health & Safety Code Section 34179.7, the Successor Agency is required to prepare a long range property management plan ("Property Management Plan") for the Agency's real property assets and submit the approved Property Management Plan to the Oversight Board and the State of California Department of Finance for approval, all within six months of the date of the Finding of Completion; and

WHEREAS, the State of California Department of Finance issued a Finding of Completion to the Successor Agency on April 26, 2013; and

WHEREAS, the Successor Agency prepared a Property Management Plan that contains all the information required under Health and Safety Code Section 34191.5; and

WHEREAS, on September 23, 2013 the Oversight Board adopted Resolution No. OB 2013 – 14 approving the Property Management Plan for the Successor Agency; and

WHEREAS, on September 26, 2013 the Successor Agency transmitted the Property Management Plan to the California Department of Finance, the California State Controller's Office, and the Auditor-Controller and Chief Executive Office of the County of Ventura pursuant to the Health and Safety Code; and

WHEREAS, the California Department of Finance has requested revisions to the Property Management Plan to ensure conformity with the Health and Safety Code; and

WHEREAS, by this Resolution, the Oversight Board desires to approve the revised Property Management Plan in the form submitted by the Successor Agency, and to authorize the Successor Agency to transmit said Property Management Plan to the State of California Department of Finance for approval, all pursuant to Health & Safety Code Section 34191.5(b).

NOW, THEREFORE, BE IT RESOLVED BY THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE SIMI VALLEY COMMUNITY DEVELOPMENT AGENCY:

SECTION 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

SECTION 2. Pursuant to the Dissolution Act, the Oversight Board approves the Property Management Plan attached as Exhibit A in the form submitted. The Executive Director of the Successor Agency or their designee is authorized to transmit the Property Management Plan to the State of California Department of Finance and is directed to post this Resolution on the Successor Agency website pursuant to the Dissolution Act.

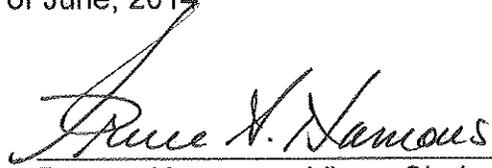
SECTION 3. The Executive Director of the Successor Agency or their designee is authorized to make modifications to the approved Property Management Plan as necessary or as directed by the State of California Department of Finance and County Auditor-Controller.

SECTION 4. Pursuant to Section 34179(h) as amended by Assembly Bill 1484 effective June 27, 2012, a copy of this Resolution shall be provided to the State of California Department of Finance by electronic means and in a manner of State of California Department of Finance's choosing.

SECTION 5. The Secretary of the Oversight Board shall certify to the adoption of this Resolution.

SECTION 6. The Successor Agency shall maintain on file as a public record this Resolution and the Minutes as approved hereby.

PASSED and ADOPTED this 16<sup>th</sup> day of June, 2014



Bruce Hamous, Vice Chair of the  
Oversight Board of the Successor  
Agency to Simi Valley Community  
Development Agency

ATTEST:



Brian P. Gabler, Oversight Board Secretary

**SUCCESSOR AGENCY TO THE SIMI VALLEY  
COMMUNITY DEVELOPMENT AGENCY  
LONG RANGE PROPERTY MANAGEMENT PLAN**

The Successor Agency to the former Simi Valley Community Development Agency (SVCDA) is required by Assembly Bills 1x26 and 1484 (the Dissolution Act) to prepare a Long Range Property Management Plan (Plan) that addresses the disposition and use of the properties of the former SVCDA. The Plan must be submitted to the Oversight Board and the California Department of Finance (DOF) for approval no later than six months following the issuance of the Finding of Completion to the Successor Agency. The Successor Agency to the SBCDA was issued its Finding of Completion on April 26, 2013.

The Dissolution Act establishes a Community Redevelopment Property Trust Fund (Fund), administered by the Successor Agency, to serve as the repository of the former SVCDA's real properties upon approval of the Plan by the DOF. Properties retained for governmental use and implementation of a redevelopment plan will be transferred from the Fund to the City of Simi Valley (City), while properties retained for future disposition will remain in the Fund pursuant to the Plan. The Successor Agency must receive prior approval by the Oversight Board for each property transfer or disposition. Oversight Board approval is subject to DOF review.

The Plan addresses the disposition and use of the real properties of the SVCDA and include an inventory of all properties in the Fund. The inventory shall consist of the following information:

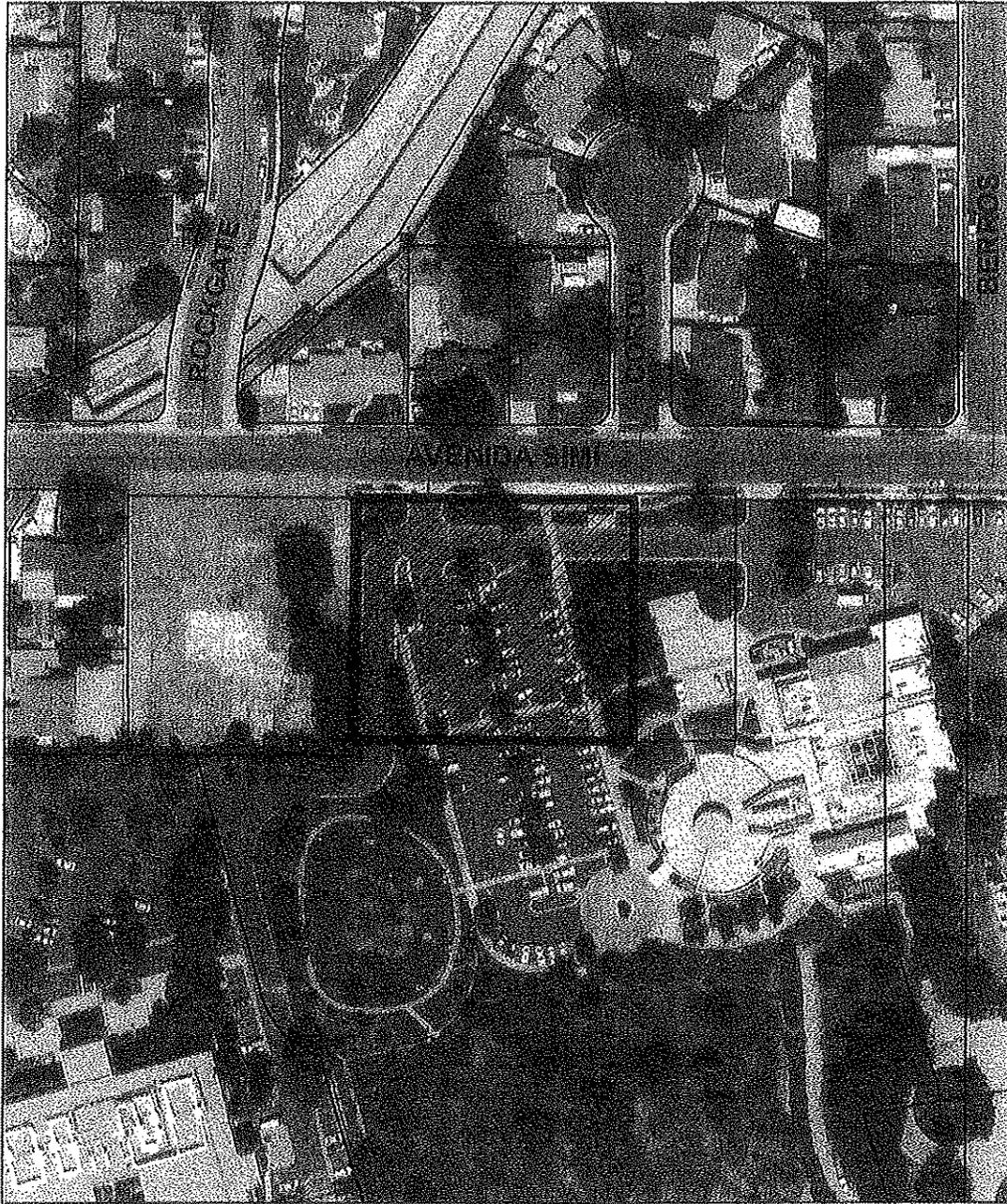
- The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property;
- The purpose for which the property was acquired;
- Parcel data, including address, lot size, and current zoning in the former redevelopment plan or specific plan, community or general plan;
- An estimate of the current value of the parcel including, if available, any appraisal information;
- An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds;
- The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation;
- A description of the property's potential for transit oriented development and the advancement of the planning objectives of the successor agency;
- A brief history of previous development proposals and activity, including the rental or lease of property;
- Address the use or disposition of all of the properties in the Fund. Permissible uses include the retention of the property for governmental use, the retention of

the property for future development, the sale of the property, or the use of the property to fulfill an enforceable obligation. The Fund shall separately identify and list properties in the Fund dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation. With respect to the use or disposition of all other properties, all the following shall apply:

- If the Plan directs the use or liquidation of the property for a project identified in an approved redevelopment plan, the property shall transfer to the City.
- If the Plan directs the liquidation of the property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation or other than that specified immediately above, the proceeds from the sale shall be distributed as property tax to the taxing entities.

The Plan prepared for the SVCDA identifies nine properties, all of which are recommended to be retained for governmental uses. Of the nine, five are not and have never been in title of the SVCDA. These properties were misclassified in the SVCDA's accounting as being assets of the SVCDA however the properties were acquired by the City of Simi Valley, four were acquired prior to the formation of the SVCDA in 1974, and all have remained under City ownership. Although the Successor Agency engaged the DOF in a Meet and Confer process to clarify the ownership, the DOF directed the Successor Agency to "reverse the improper transfers, recover the assets, and include these properties in its Long Range Property Management Plan".

Current values in the Plan were derived from CoStar Realty Information, a nationwide real estate service company. The average land value in Ventura County from 2Q2008 to 3Q2013 is \$19 to 34 per square foot and average building value is \$161 per square foot. For land value, the average of \$26.50 was utilized.



0 50 100 200 Feet

Property A

**Property A**

Current Owner/Title: City of Simi Valley  
Transfer to City of Simi Valley for Governmental Use

The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property

- Property was acquired by the City of Simi Valley in October 1987 from Lloyd and Geraldine McMullen
- Purchase price of \$215,000
- Current estimate of value - \$1,131,253 (\$26.50/square foot)

The purpose for which the property was acquired

Property was acquired for the planned expansion of the Simi Valley Civic Center and the Simi Valley Senior Citizens' Center. Property is located on Avenida Simi at the north side of the Simi Valley Civic Center. The secondary access for the County of Ventura East County Courthouse is through this property. The property also provides surface public parking legally required through the development approvals for the Simi Valley Senior Citizens' Center. Property to the south, west, and east of this property is under government ownership and the property fronts on the north to public right-of-way Avenida Simi.

Parcel data, including address, lot size, and current zoning in the former redevelopment plan or specific plan, community or general plan

- 616-0-080-24
- Formerly 3810 Avenida Simi, Simi Valley, CA
- Parcel is .98 acres
- Zoning is RM (Residential Medium)

An estimate of the current value of the parcel including, if available, any appraisal information

Current estimate of value is \$1,131,2563. Property is part of a development application approved for the construction of the Simi Valley Senior Citizens' Center. Because the property is part of this development application, the property is unavailable for future development. The parcel is fully encumbered, is not developable, and provides required parking for the Senior Citizens' Center and is being use for a public purpose. No known appraisals exist for this property.

An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds

No revenues are generated from this property

The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation

No record of environmental studies

A description of the property's potential for transit oriented development and the advancement of the planning objectives of the successor agency

There is currently a Simi Valley Transit bus turnout on the property. The property has no other potential for a transit-oriented development as the property is not of adequate size to accommodate a transit-oriented development and is not located adjacent to a fully integrated, multi-modal transportation network.

A brief history of previous development proposals and activity, including the rental or lease of property

Prior to the acquisition by the City of Simi Valley, the property had a single family detached residence. Housing unit was relocated to another location in Simi Valley. The County of Ventura has an easement over the property for use as a secondary access for ingress and egress from the County of Ventura East County Courthouse.

Address the use or disposition of all of the properties in the Fund.

Disposition of the property is the transfer to City of Simi Valley for governmental use as public parking and access to the County of Ventura East County Courthouse and Simi Valley Senior Citizens' Center. The property was acquired in 1987 by the City of Simi Valley and the City still holds title to this property. The property was misclassified in the City of Simi Valley and SVCDA audits as being under ownership of the SVCDA. Continued use will protect ingress/egress to the Simi Valley Senior Citizens' Center.

RECORDED AT REQUEST OF  
FIRST AMERICAN TITLE INS. CO.-73

Recorded at request of and  
Return to Donald Perry,  
Right of Agent, 2447 Warbler  
Ave., Ventura, CA 93003  
A. P. No. 616-08-24  
Inst. No. CCS100

87-194782  
Recorded  
Official Records  
County of  
Ventura  
Richard D. Dean  
Recorder  
8:00am 7-Dec-87

Rec Fee	.00
Total	.00
GG 4	

NO TAX DUE

GRANT DEED

(CIVIC CENTER SITE)

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

LLOYD G. MCMULLEN AND GERALDINE V. MCMULLEN

do(es) hereby GRANT to the

CITY OF SIMI VALLEY ;

the hereinafter described real property in the State of  
California, County of Ventura

(See description on following page(s))

87-194782-240-270

8/1/87

## EXHIBIT "A"

A portion of that certain real property described in the Deed conveyed to Lloyd G. McMullen and Geraldine McMullen and recorded in November 1954 in Book 1245 at Page 598 of Official Records in the Office of the County Recorder of Ventura County, and which is particularly described as:

Parcel 2, in the City of Simi Valley, County of Ventura, State of California, as shown on a Parcel Map filed in Book 11, Page 90 of Parcel Maps, in the Office of the County Recorder of said County.

STATE OF CALIFORNIA,

COUNTY OF VENTURA

ON OCTOBER 15 1987  
before me, the undersigned, a Notary Public in and for said State, personally appeared

Lloyd G. McMullen known to me,  
Donald V. McMullen known to me,  
to be the person whose name subscribed to the within instrument,  
and acknowledged to me that he executed the same.



WITNESS my hand and official seal.

*Norma Jean Marshall*  
Notary Public in and for said State.

DATED: 10-13-87 By Lloyd G. McMullen  
LLOYD G. MCMULLEN

DATED: 10/20/87 By Geraldine V. McMullen  
GERALDINE MCMULLEN

GRANTOR (S)

CITY OF SIMI VALLEY  
CERTIFICATE OF ACCEPTANCE OF DEED

This is to certify that the interest in real property conveyed by this deed dated 10-13, 1987, from LLOYD G. MCMULLEN AND GERALDINE MCMULLEN

to the above named City, a municipality, is hereby accepted by the undersigned officer on behalf of the City Council of the above named City pursuant to authority conferred by resolution of such City Council on November 24, 1969, and Grantee consents to the recording thereof by its duly Authorized Officer.

DATED: 10/27/87 By M. L. Koester  
M. L. KOESTER, City Manager  
Authorized Officer

PARCEL NO. CSS100

DON PERRY  
REAL ESTATE SERVICES  
RECEIVED  
-CITY OF SIMI VALLEY  
1987 DEC 28 AM 11:03  
CITY MANAGERS OFFICE

December 21, 1987

Robert L. Hunt  
Deputy City Manager  
City of Simi Valley  
2929 Tapo Canyon Road  
Simi Valley, CA 93063

Subj: CIVIC CENTER SITE - PARCEL 4 (MCMULLEN)

Enclosed is the Original Grant Deed that was executed by the McMullens in favor of the City of Simi Valley in conjunction with the above subject project.

The Deed was recorded on December 7, 1987, as Document No. 87-194782 of Official Records in the Ventura County Recorder's Office.

I trust that you will cause the Deed to be placed in the appropriate file for this transaction.

Any questions or concerns, please call me.

Respectfully,

DON PERRY

Enclosure - Original Grant Deed

rmj



WHEN RECORDED MAIL TO  
**SOUTHERN CALIFORNIA EDISON COMPANY**  
 Corporate Real Estate  
 14799 Chestnut Street  
 Westminster, CA 92683-5240  
 Attn: Distribution/TRES

COPY

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF EASEMENT**

DOCUMENTARY TRANSFER TAX S NONB (VALUE AND CONSIDERATION LESS THAN \$100.00)	DISTRICT	WORK ORDER	IDENTITY	IDP SIZE
	Thousand Oaks	6535-7250	4-7239	
SCR COMPANY	FIRM	APPROVED CORPORATE REAL ESTATE	BY	DATE
NO. OF DECLARANT OR AGENT DETERMINING TAX FIRM/HAUSE	APR 616-0-080-24		SLS/AR	11/12/04

CITY OF SIMI VALLEY (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of Ventura, State of California, described as follows:

VARIOUS STRIPS OF LAND LYING WITHIN PARCEL 2 OF PARCEL MAP, AS PER MAP ON FILE IN BOOK 11, PAGE 90 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID STRIPS BEING DESCRIBED AS FOLLOWS:

**STRIP #1**

THE NORTHERLY 6.00 FEET OF THE WESTERLY 35.00 FEET OF SAID PARCEL 2.

**STRIP #2**

THE SOUTHERLY 123.00 FEET OF THE NORTHERLY 129.00 FEET OF THE WESTERLY 6.00 FEET OF SAID PARCEL 2.

**STRIP #3 (10.00 FEET WIDE)**

SAID STRIP IS LYING EASTERLY 10.00 FEET OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE SOUTH 00°00'10" WEST 129.00 FEET ALONG THE WESTERLY LINE OF SAID PARCEL 2 TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°00'10" WEST 12.00 FEET TO A POINT OF ENDING.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this 22nd day of November, 2004.

GRANTOR

CITY OF SIMI VALLEY

Signature *Mike Sedell*

Print Name Mike Sedell

Title City Manager

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_ a Notary Public in and for said State, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities, 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.

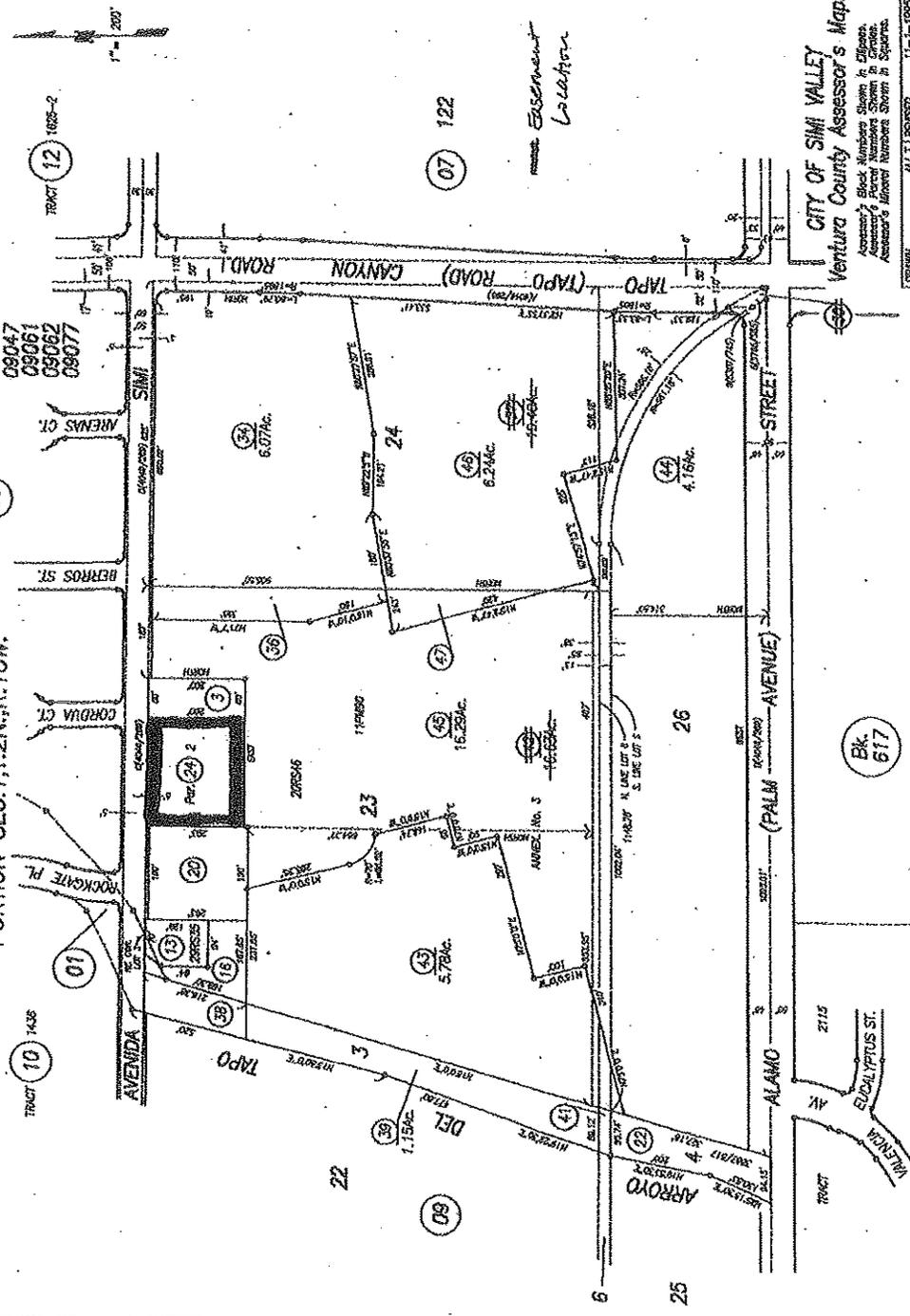
WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

616-08

RANCHO SIMI  
PORTION SEC. 1, T. 2N., R. 18W.

Tax Rate Area  
08030  
09047  
09061  
09062  
09077



CITY OF SIMI VALLEY  
Ventura County Assessor's Map.

Assessor's Block Numbers Shown in Ellipses  
Assessor's Parcel Numbers Shown in Squares  
Assessor's Acreage Numbers Shown in Squares

DRAWN	ALLI, REVISED	11-7-1995
PREPARED	DANALORE, CHECKED	10-11-1993
TRACED	PLATTED	EFFECTIVE 94-95
	FRENCHIS, BLAGSB, PORTER	PAUL

Copyright © Ventura County Assessor's Office

NOTE: ASSessor PARCELS SHOWN ON THIS PAGE  
DO NOT REPRESENT CURRENTLY USED, UNLESS  
OTHER PARCELS NUMBERED TO REPORT.

Rancho Tapo Sub. 1, M.R. Bk. 8, Pg. 20.

Bk. 617



0 135 270 540 Feet

Property B

### Property B

Current Owner/Title: City of Simi Valley and the County of Ventura  
Transfer to City of Simi Valley for Governmental Use

The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property

- Property was acquired by the City of Simi Valley in April 1972 from Ernest and Emma Volz
- Purchase price of \$196,848
- Current estimate of value - \$34,112,260 (\$161 psf building; \$26.50 psf land)

The purpose for which the property was acquired

Property was acquired for the planned development of the Simi Valley Civic Center. At the time of acquisition by the City of Simi Valley, the property was one parcel located at the southwest corner of Avenida Simi and Tapo Canyon Road in Simi Valley. The property was subdivided into two parcels and the northern portion of the property was transferred to the County of Ventura for the development of a public library. The southern portion of the property was retained by the City of Simi Valley for the development of City Hall and has a portion of the Simi Valley Police Facility. At this time, the Simi Valley Public Library remains on the north portion of the property (under ownership of the County of Ventura) and Simi Valley City Hall and a portion of the Simi Valley Police Facility is located on the south (under ownership of the City of Simi Valley). The properties contain the respective buildings for their uses, required surface public parking, and common areas. The north and east property lines are public rights-of-way (Avenida Simi and Tapo Canyon Road respectively), to the south and west are under ownership of the City of Simi Valley.

Parcel data, including address, lot size, and current zoning in the former redevelopment plan or specific plan, community or general plan

- APNs 616-0-080-34, 616-0-080-46 & 616-0-080-44 (partial); at acquisition, the APN was 616-0-080-18
- 2929 and 2969 Tapo Canyon Road; partial 3901 Alamo Street
- Parcel at acquisition was 14 acres
- Zoning is CC (Civic Center Zone)

An estimate of the current value of the parcel including, if available, any appraisal information

Current estimate of value is \$34,112,260. Property is part of a development application approved for the construction of the Simi Valley City Hall and Simi Valley Public Library. Because the property is part of these development

applications, the property is unavailable for future development. The parcel is fully encumbered, is not developable, provides required parking for Simi Valley City Hall and Simi Valley Public Library, and is being use for a public purpose. No known appraisals exist for this property.

An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds

No revenues are generated to the City of Simi Valley or the Successor Agency from this property. City of Simi Valley is leasing the northern parcel (Simi Valley Public Library) from the County of Ventura at a lease rate of \$60,000 per year.

The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation

No record of environmental studies

A description of the property's potential for transit oriented development and the advancement of the planning objectives of the successor agency

There are currently two Simi Valley Transit bus turnouts on the east side of the property on Tapo Canyon Road. The property has no other potential for a transit-oriented development.

A brief history of previous development proposals and activity, including the rental or lease of property

Property was vacant at time of acquisition and use for farming.

Address the use or disposition of all of the properties in the Fund.

Disposition of the property is the transfer to City for governmental use as public parking and continued use as the Simi Valley Public Library and Simi Valley City Hall. The property was acquired in 1972 by the City of Simi Valley and the City still holds title to the southern portion of the property. As the SVCDA was not formed until 1974, the property could not have been acquired by the SVCDA. The property was misclassified in the City of Simi Valley and SVCDA audits as being under ownership of the SVCDA. The southern portion of the property is to remain under the ownership of the City of Simi Valley for use as Simi Valley City Hall. The northern portion of the property will remain under ownership of the County of Ventura for use as a public library.

RECORDING REQUESTED BY  
 AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:  
 NAME City of Simi Valley  
 STREET ADDRESS Simi Valley, California  
 CITY, STATE ZIP 91351  
 TITLE ORDER NO. 27541488 RECORD NO. \_\_\_\_\_

30583

3952 PAGE 306

RECORDED AT REQUEST OF  
 TITLE INS. & TR. CO.  
 AT 5:55 PM. PAST 2:28 PM.  
 OFFICIAL RECORDS VENTURA COUNTY  
 MAY - 4 1972 71

COMPARTMENT

TRANSFER TAX PAID  
 CODE W 9

*David Gibson*  
 My Commission Expires March 13, 1973

FREE - 21

SPACE ABOVE THIS LINE FOR RECORDERS USE

### GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX IS 215.60  
 computed on full value of property conveyed, or  
 computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
ERNEST F. VOLZ AND EMMA E. VOLZ, husband and wife

hereby GRANT(S) to  
CITY OF SIMI VALLEY

the following described real property in the City of Simi Valley  
 County of Ventura, State of California:

Lot 24 of SUBDIVISION NO. 1 OF TAPO RANCH, as per map recorded in Book 8, page 20 of Maps, in the Office of the County Recorder of said County EXCEPTING all pipe, pipe lines, conduits, gates, valves and any and all property belonging to or comprising the irrigating system of TAPO MUTUAL WATER COMPANY, a Corporation which was, on December 31, 1918 situated in, through or across said land or any portion thereof, as reserved in deed recorded July 15, 1919 in Book 168, page 47 of Deeds.

ALSO EXCEPTING all water now flowing or which may flow hereafter in, through or under said land in excess of the needs of said land for irrigating, domestic and stock purposes, as reserved in deed recorded July 15, 1919 in book 168, page 47 of Deeds.

001-002-019-11

Dated April 6, 1972

*Ernest F. Volz*  
 Ernest F. Volz

STATE OF CALIFORNIA }  
 COUNTY OF Los Angeles } ss.  
 On April 27, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared Ernest F. Volz

*Emma E. Volz*  
 Emma E. Volz

and Emma E. Volz

known to me to be the person Ernest F. Volz subscribed to the within instrument and acknowledged that they executed the same. WITNESS my hand and official seal.

Signature *David Gibson*



(This area for official notarial seal)

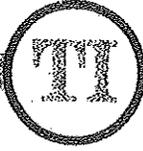
MAIL TAX STATEMENTS AS DIRECTED ABOVE.

CITY OF San Valley, CA  
CERTIFICATE OF ACCEPTANCE OF DEED

This is to certify that the interest in real property conveyed by the deed or grant dated April 6, 1972, from Robert F. Volz + Emma E. Volz to the above named city, a municipality, is hereby accepted by the undersigned officer on behalf of the city council of the above named city pursuant to authority conferred by resolution of said city council on MARCH 27, 1972, and the grantee consents to the recording thereof by its duly authorized officer.

Dated: 5/4/72

By: Ginger Gherardi  
Authorized Officer



TC 1012 FC (7-71)  
California Land Title Association  
Standard Coverage Policy Form  
Copyright 1983

NO. 275414

## POLICY OF TITLE INSURANCE

ISSUED BY

### Title Insurance and Trust Company

Title Insurance and Trust Company, a California corporation, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability of such title; or
3. Any defect in the execution of any mortgage shown in Schedule B securing an indebtedness, the owner of which is named as an Insured in Schedule A, but only insofar as such defect affects the lien or charge of said mortgage upon the estate or interest referred to in this policy; or
4. Priority over said mortgage, at the date hereof, of any lien or encumbrance not shown or referred to in Schedule B, or excluded from coverage in the Conditions and Stipulations, said mortgage being shown in Schedule B in the order of its priority;

all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.

*In Witness Whereof*, Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Title Insurance and Trust Company

by

PRESIDENT

Attest

SECRETARY

VCL

TO 1012-1 AB C  
California Land Title Association  
Standard Coverage Policy-1933

### SCHEDULE A

Premium \$647.50

Amount \$ 196,000.00      Effective Date      MAY 4, 1972 AT 2:55 P.M.      Policy No. 275414  
INSURED

CITY OF SIMI VALLEY

1. Title to the estate or interest covered by this policy at the date hereof is vested in:

CITY OF SIMI VALLEY

2. The estate or interest in the land described or referred to in Schedule C covered by this policy is a fee.

### SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

#### PART I

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

YO 1012-18 Cont. C  
California Land Title Association  
Standard Coverage Policy 1969

SCHEDULE B -- (Continued)

PART II

1. GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR 1972-73, A LIEN NOT YET PAYABLE.
2. THE RIGHT TO BUILD, CONSTRUCT, REPAIR, MAINTAIN AND OPERATE AN IRRIGATING DITCH OR DITCHES, CANAL OR CANALS, LATERALS, FLUMES, PIPE LINES, CONDUITS, WATER WEIRS, WELLS, TUNNELS, DAMS, RESERVOIRS, PUMPING PLANTS AND ALL THINGS NECESSARY TO MAINTAIN AND OPERATE AN IRRIGATING SYSTEM IN, OVER AND ACROSS ANY PORTION OF SAID LAND RESERVED BY: TAPO MUTUAL WATER COMPANY  
RECORDED : JULY 15, 1919 IN BOOK 168 PAGE 47 DEEDS
3. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES  
IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY  
FOR : POLES, NECESSARY GUYS AND ANCHORS, CROSS-ARMS AND WIRES  
RECORDED : NOVEMBER 19, 1954 IN BOOK 1245 PAGE 274 OFFICIAL RECORDS  
AFFECTS : A STRIP OF LAND 10 FEET IN WIDTH, THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:  
  
BEGINNING AT A POINT ON THE WESTERLY LINE OF TAPO DRIVE AS NOW ESTABLISHED, DISTANT 600 FEET SOUTHERLY THEREON FROM THE SOUTHERLY LINE OF AVENIDA SIMI AS NOW ESTABLISHED; THENCE WESTERLY, PARALLEL WITH SAID SOUTHERLY LINE, A DISTANCE OF 300 FEET
4. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES  
IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY  
FOR : GUY WIRES AND ANCHORS  
RECORDED : JULY 26, 1962 IN BOOK 2183 PAGE 17 OFFICIAL RECORDS  
AFFECTS : A STRIP OF LAND, 2 FEET IN WIDTH, THE CENTERLINE OF SAID STRIP OF LAND BEING DESCRIBED AS FOLLOWS:  
  
BEGINNING AT A POINT IN THE WESTERLY LINE OF TAPO DRIVE, 50 FEET WIDE, AS SAID WESTERLY LINE IS SHOWN ON SAID MAP, SAID POINT BEING DISTANT NORTHERLY THEREON 40 FEET, MEASURED ALONG SAID WESTERLY LINE, FROM THE SOUTHEAST CORNER OF SAID LOT 24; THENCE WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID WESTERLY LINE, A DISTANCE OF 19 FEET
5. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES  
IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY  
FOR : STUB POLES, GUY WIRES AND ANCHORS  
RECORDED : OCTOBER 28, 1966 IN BOOK 3060 PAGE 590 OFFICIAL RECORDS  
AFFECTS : A STRIP OF LAND 9 FEET WIDE, THE CENTERLINE OF SAID STRIP OF LAND IS DESCRIBED AS FOLLOWS:  
  
BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF AVENIDA

SIMI, WITH THE CENTERLINE OF TAPO DRIVE, (NOW TAPO CANYON ROAD), AS SAID AVENIDA AND DRIVE ARE SHOWN 50 FEET WIDE ON SAID MAP OF SUBDIVISION NO. 1 OF TAPO RANCH; THENCE SOUTHERLY ALONG SAID CENTERLINE OF TAPO DRIVE, 136 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE WESTERLY, AT RIGHT ANGLES, TO SAID LAST MENTIONED CENTERLINE, 38.5 FEET.

6. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,  
 IN FAVOR OF: COUNTY OF VENTURA.  
 FOR : A PUBLIC ROAD AND/OR HIGHWAY  
 RECORDED : FEBRUARY 19, 1968 IN BOOK 3265 PAGE 391 OFFICIAL RECORDS  
 AFFECTS : THE FOLLOWING:

A PORTION OF LOT 24, SUBDIVISION NO. 1, OF THE RANCHO TAPO, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8 PAGE 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: ...

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 24;  
 THENCE, ALONG THE EASTERLY LINE OF SAID LOT,

1ST: - NORTH  $0^{\circ} 01' 07''$  WEST 148.33 FEET TO A POINT; THENCE,  
 LEAVING SAID EASTERLY LINE,

2ND: - SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 192 FEET AND A CENTRAL ANGLE OF  $13^{\circ} 30' 26''$ , THE INITIAL TANGENT OF WHICH BEARS SOUTH  $14^{\circ} 21' 07''$  WEST, AN ARC DISTANCE OF 45.26 FEET TO A POINT OF REVERSE CURVE; THENCE,

3RD: - SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 207 FEET AND A CENTRAL ANGLE OF  $13^{\circ} 29' 49''$ , AN ARC DISTANCE OF 48.76 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 24; THENCE, ALONG SAID SOUTHWESTERLY LINE,

4TH: - SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 586.18 FEET AND A CENTRAL ANGLE OF  $6^{\circ} 48' 23''$ , THE INITIAL TANGENT OF WHICH BEARS SOUTH  $32^{\circ} 29' 23''$  EAST, AN ARC DISTANCE OF 59.63 FEET TO THE POINT OF BEGINNING.

TO 1012-1, 1050, 1013-C4 (570)  
American Land Title Association Loan Policy-1970  
With ALTA Endorsement - Form 1 Coverage  
OF  
American Land Title Association Owner's Policy  
Form 8-1970  
OF  
California Land Title Association  
Standard Coverage Policy-1963

**SCHEDULE C**

The land referred to in this policy is described as follows:

LOT 24, SUBDIVISION NO. 1 OF TAPO RANCH, IN THE CITY OF SIMI VALLEY,  
COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK  
8 PAGE 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID  
COUNTY.

EXCEPT ALL PIPE, PIPE LINES, CONDUITS, GATES, VALVES AND ANY AND ALL  
OTHER PROPERTY BELONGING TO OR COMPRISING THE IRRIGATING SYSTEM OF  
TAPO MUTUAL WATER COMPANY, A CORPORATION, WHICH WAS, ON DECEMBER 31,  
1918, SITUATE IN, THROUGH OR ACROSS SAID LAND OR ANY PORTION THEREOF,  
AS RESERVED IN DEED RECORDED JULY 15, 1919, IN BOOK 168 PAGE 47 OF  
DEEDS.

CLTA 107.8 (4.10.66)  
(8-71)  
ALFA OR STANDARD COVERAGE

INDORSEMENT

ATTACHED TO POLICY NO. 275414

ISSUED BY

Title Insurance and Trust Company

The following exclusion from coverage under this policy is added to Paragraph 3 of the Conditions and Stipulations:

"Consumer credit protection, truth in lending or similar law." ...

The total liability of the Company under said policy and any indorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This indorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.



Title Insurance and Trust Company

By

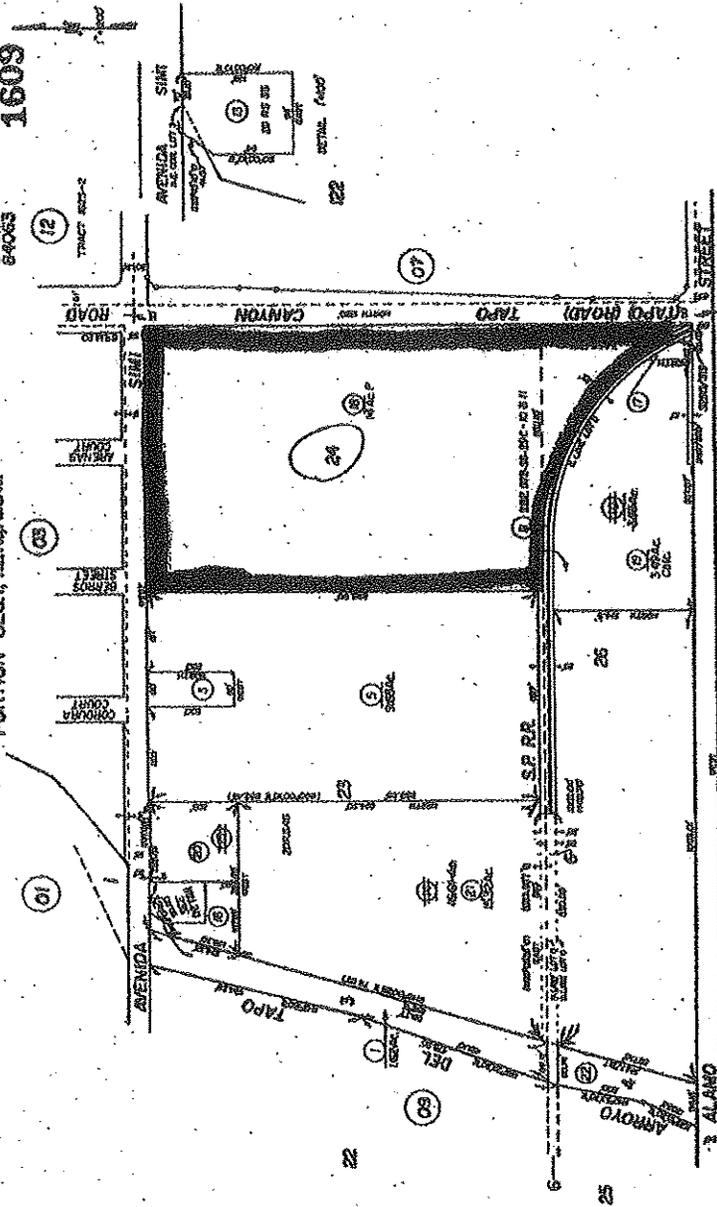
*John J. Egan*

SECRETARY

616-08  
1609

Tract Area Code  
6508  
84083

RANCHO SIMI  
PORTION SEC. 1, T2N, R18W



CITY OF SIMI VALLEY  
& VICINITY

Western County Assessor's Map  
Assessor: Bruce Hanson, Western County  
Assessor: Bruce Hanson, Western County  
Assessor: Bruce Hanson, Western County

TRACT	616-08	1609
SECTION	1	
TOWNSHIP	T2N	
RANGE	R18W	
ASSASSOR	BRUCE HANSON	WESTERN COUNTY
DATE	12-15-80	
PROJECT NO.	616-08	
ASSASSOR'S OFFICE	1000 N. G ST.	PO BOX 1000
ASSASSOR'S PHONE	(805) 251-1111	

Rancho Tapo Sub. 1, R.A.M. 214, Pg. 20

This is a copy of an Assessor's parcel map, of the area and is provided for information only, and is not a part of the report or policy to which it may be attached.

616-09

Tract Area Code  
84083

RANCHO SIMI  
PORTION SEC. 1, T2N, R18W



17

## CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "land": the land described, specifically or by reference, in Schedule C and improvements affixed thereto which by law constitute real property;
- (b) "public records": those records which impart constructive notice of matters relating to said land;
- (c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records;
- (d) "date": the effective date;
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument; and
- (f) "insured": the party or parties named as Insured, and if the owner of the indebtedness secured by a mortgage shown in Schedule B is named as an Insured in Schedule A, the Insured shall include (1) each successor in interest in ownership of such indebtedness, (2) any such owner who acquires the estate or interest referred to in this policy by foreclosure, trustee's sale, or other legal means in satisfaction of said indebtedness, and (3) any federal agency or instrumentality which is an insurer or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, subject otherwise to the provisions hereof.

### 2. BENEFITS AFTER ACQUISITION OF TITLE

If an insured owner of the indebtedness secured by a mortgage described in Schedule B acquires said estate or interest, or any part thereof, by foreclosure, trustee's sale, or other legal means in satisfaction of said indebtedness, or any part thereof, or if a federal agency or instrumentality acquires said estate or interest, or any part thereof, as a consequence of an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by a mortgage covered by this policy, or any part thereof, this policy shall continue in force in favor of such Insured, agency or instrumentality, subject to all of the conditions and stipulations hereof.

### 3. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

This policy does not insure against loss or damage by reasons of the following:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.
- (b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof.
- (c) Title to any property beyond the lines of the land expressly described in Schedule C, or title to streets, roads, avenues, lanes, ways or waterways on which

such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded herein.

(d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured claiming loss or damage; or (2) known to the Insured Claimant either at the date of this policy or at the date such Insured Claimant acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured Claimant; or (4) attaching or created subsequent to the date hereof.

(e) Loss or damage which would not have been sustained if the Insured were a purchaser or encumbrancer for value without knowledge.

### 4. DEFENSE AND PROSECUTION OF ACTIONS — NOTICE OF CLAIM TO BE GIVEN BY THE INSURED

(a) The Company, at its own cost and without undue delay shall provide (1) for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of the mortgage and indebtedness covered by this policy or a sale of the estate or interest in said land; or (2) for such action as may be appropriate to establish the title of the estate or interest or the lien of the mortgage as insured, which litigation or action in any of such events is founded upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue any litigation to final determination in the court of last resort.

(b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest which is adverse to the title of the estate or interest or lien of the mortgage as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or if the Insured shall in good faith contract to sell the indebtedness secured by a mortgage covered by this policy, or if an Insured in good faith leases or contracts to sell, lease or mortgage the same, or if the successful bidder at a foreclosure sale under a mortgage covered by this policy refuses to purchase and in any such event the title to said estate or interest is rejected as unmarketable, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any de-

fect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or if the Insured shall not, in writing, promptly notify the Company of any such rejection by reason of claimed unmarketability of title, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title of the estate or interest or the lien of the mortgage as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the Insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

### 5. NOTICE OF LOSS — LIMITATION OF ACTION

In addition to the notices required under paragraph 4(b), a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

### 6. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy, or, in case loss is claimed under this policy by the owner of the indebtedness secured by a mortgage covered by this policy, the Company shall have the option to purchase said indebtedness; such purchase, payment or tender of payment of

CONDITIONS AND STIPULATIONS (Continued and Concluded From Reverse Side of Policy Face)

the full amount of this policy, together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder. In the event, after notice of claim has been given to the Company by the Insured, the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

**7. PAYMENT OF LOSS**

(a) The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company, or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.

(d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company; provided, however, if the owner of

an indebtedness secured by a mortgage shown in Schedule B is an Insured herein then such payments shall not reduce pro tanto the amount of the insurance afforded hereunder as to such Insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage. Payment in full by any person or voluntary satisfaction or release by the Insured of a mortgage covered by this policy shall terminate all liability of the Company to the insured owner of the indebtedness secured by such mortgage, except as provided in paragraph 2 hereof.

(e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

**8. LIABILITY NONCUMULATIVE**

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any mortgage shown or referred to in Schedule B hereof or any mortgage hereafter executed by the Insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment to the Insured under this policy. The provisions of this paragraph numbered 8 shall not apply to an Insured owner of an indebtedness secured by a mortgage shown in Schedule B unless such Insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

**9. SUBROGATION UPON PAYMENT OR SETTLEMENT**

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies which the Insured would have had against any person or property in respect to such claim had this policy not been issued. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If

loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

If the Insured is the owner of the indebtedness secured by a mortgage covered by this policy, such Insured may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the mortgage, or release any collateral security for the indebtedness, provided such act does not result in any loss of priority of the lien of the mortgage.

**10. POLICY ENTIRE CONTRACT**

Any action or action or rights of action that the Insured may have or may bring against the Company arising out of the status of the lien of the mortgage covered by this policy or the title of the estate or interest insured herein must be based on the provisions of this policy.

No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

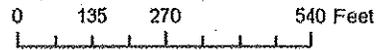
**11. NOTICES, WHERE SENT**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy or to its Home Office, 433 South Spring Street, Los Angeles 54, California.

**12. THE PREMIUM SPECIFIED IN SCHEDULE A IS THE ENTIRE CHARGE FOR TITLE SEARCH, TITLE EXAMINATION AND TITLE INSURANCE.**



Title Insurance and Trust Company



Property C

### Property C

Current Owner/Title: City of Simi Valley  
Transfer to City of Simi Valley for Governmental Use

The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property

- Property was acquired by the City of Simi Valley in July 1972 from Lloyd and Geraldine McMullen
- Purchase price of \$113,687
- Current estimate of value - \$15,335,202 (\$161 psf building; \$26.50 psf land)

The purpose for which the property was acquired

Property was acquired for the planned development of the Simi Valley Civic Center. At the time of acquisition by the City of Simi Valley, the property was one parcel located on Avenida Simi with the bulk of the property south of the Avenida Simi right-of-way. The property was subsequently subdivided to create Parcel A of the Plan.

The property currently contains the Simi Valley Senior Citizen's Center facility, required surface parking for the Senior Center, required surface parking for the Simi Valley Police Facility, and public open space under use as a Civic Center park and a required stormwater detention area. The north property line is public right-of-way (Avenida Simi) and properties to the south, west and east are under ownership of the City of Simi Valley and the County of Ventura.

Parcel data, including address, lot size, and current zoning in the former redevelopment plan or specific plan, community or general plan

- APNs 616-0-080-45; at acquisition, the APN was 616-0-080-05
- Parcel at acquisition was 9.68 acres
- Zoning is CC (Civic Center Zone)
- Street Address for the Simi Valley Senior Citizens' Center is 3900 Avenida Simi

An estimate of the current value of the parcel including, if available, any appraisal information

Current estimate of value is \$15,335,202. Property is part of a development application approved for the construction of the Simi Valley Senior Citizens' Center. Because the property is part of this development application, the property is unavailable for future development. The parcel is fully encumbered, is not developable, provides required parking for the Senior Citizens' Center, and is being use for a public purpose. No known appraisals exist for this property.

An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds

No revenues are generated from this property.

The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation

No record of environmental studies

A description of the property's potential for transit oriented development and the advancement of the planning objectives of the successor agency

The property has no potential for a transit-oriented development.

A brief history of previous development proposals and activity, including the rental or lease of property

Property was vacant at time of acquisition and use for farming.

Address the use or disposition of all of the properties in the Fund.

Disposition of the property is the transfer to City for governmental use as public parking and continued use as the Simi Valley Senior Citizens' Center and required surface public parking for other Civic Center facilities. The property was acquired in 1972 by the City of Simi Valley and the City still holds title to this property. As the SVCDA was not formed until 1974, the property could not have been acquired by the SVCDA. The property was misclassified in the City of Simi Valley and SVCDA audits as being under ownership of the SVCDA. The property is to remain under the ownership of the City of Simi Valley.

RECORDING REQUESTED BY

55452

BOOK 3992 PAGE 516

AND WISH RECORDED MAIL TO

City of Simi Valley  
Simi Valley, California

RECORDED AT REQUEST OF  
TITLE INS & TR CO -- 1  
AT 8:00 A.M.  
OFFICIAL RECORDS VENTURA COUNTY  
AUG 8 1972 71

RECORDED  
COMPARED

TRANSFER  
TAX PAID 9  
CODE #

RECORDED

FREE - 2

MAIL TAX STATEMENTS TO

HANG AS ABOVE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$124.50  
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,  
LESS COMMISSIONS PAID AT TIME OF SALE  
Signature of Declarant or Agent determining tax. *[Signature]* **NATIONAL ESCROW**

666-080-050

### Grant Deed

TO 428.1 CA (1-70) THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

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

LLOYD G. MC MULLEN AND GERALDINE V. MC MULLEN, husband and wife

hereby GRANT(S) to

CITY OF SIMI VALLEY

the following described real property in the City of Simi Valley  
County of Ventura State of California

Parcel 1 as shown on a parcel map filed in Book 11, page 90 of Parcel  
Maps, in the Office of the County Recorder of Ventura County

Also except all pipe, pipe lines, conduits, gates, valves, and any and  
all other property belonging to or comprising the irrigation system of  
Tapo Mutual Water Company, which was, on December 31, 1916 situate, in,  
through or across said land or any portion thereof. As reserved in  
deed recorded January 14, 1920 in book 170 page 414 of Deeds.

Dated July 14, 1978

*[Signature]*  
Lloyd G. McMullen

STATE OF CALIFORNIA }  
COUNTY OF Ventura } ss.

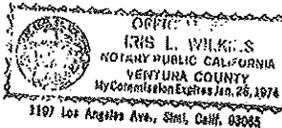
On July 14, 1978 before me, the under-  
signed, a Notary Public in and for said State, personally appeared  
Lloyd G. McMullen

and  
Geraldine V. McMullen

known to me  
to be the person whose name has subscribed to the within  
instrument and acknowledged that they executed the same.  
WITNESS my hand and official seal.

Signature *[Signature]*

Name (Typed or Printed)



Title Order No. 275415 RC

Escrow or Loan No.

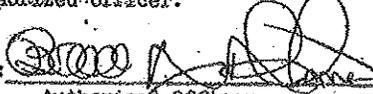
MAIL TAX STATEMENTS AS DIRECTED ABOVE

BOOK 3992 PAGE 517

CITY OF SIM VALLEY

## CERTIFICATE OF ACCEPTANCE OF DEED

This is to certify that the interest in real property conveyed by the deed or grant dated May 11, 1972, from Lloyd G. & Geraldine V. McMullen, h&w to the above named city, a municipality, is hereby accepted by the undersigned officer on behalf of the city council of the above named city pursuant to authority conferred by resolution of said city council on 22 JUNE, 1972, and the grantee consents to the recording thereof by its duly authorized officer.

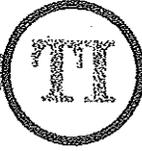
Dated: Aug. 4, 1972By:   
Authorized Officer

CITY OF SIMI VALLEY

CERTIFICATE OF ACCEPTANCE OF DEED

This is to certify that the interest in real property conveyed by the deed or grant dated May 11, 1972, from Lloyd G. & Geraldine v. McMullen, h&w to the above named city, a municipality, is hereby accepted by the undersigned officer on behalf of the city council of the above named city pursuant to authority conferred by resolution of said city council on Aug 14, 1972, and the grantee consents to the recording thereof by its duly authorized officer.

Dated: Aug 14, 1972 By: [Signature]  
Authorized Officer



TO 1012 FC (7-71)  
California Land Title Association  
Standard Coverage Policy Form  
Copyright 1983

NO. 275415

# POLICY OF TITLE INSURANCE

ISSUED BY

## Title Insurance and Trust Company

Title Insurance and Trust Company, a California corporation, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability of such title; or
3. Any defect in the execution of any mortgage shown in Schedule B securing an indebtedness, the owner of which is named as an Insured in Schedule A, but only insofar as such defect affects the lien or charge of said mortgage upon the estate or interest referred to in this policy; or
4. Priority over said mortgage, at the date hereof, of any lien or encumbrance not shown or referred to in Schedule B, or excluded from coverage in the Conditions and Stipulations, said mortgage being shown in Schedule B in the order of its priority;

all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.

*In Witness Whereof*, Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Title Insurance and Trust Company

VCL

by

PRESIDENT

Attest

SECRETARY

TO 1012-1 AB C  
 California Land Title Association  
 Standard Coverage Policy-1969

### SCHEDULE A

Amount \$ 112,840.00      Effective Date      AUGUST 8, 1972 AT 8 A.M.      Premium \$ 440.00      Policy No. 275415

INSURED

CITY OF SIMI VALLEY

1. Title to the estate or interest covered by this policy at the date hereof is vested in:

CITY OF SIMI VALLEY

2. The estate or interest in the land described or referred to in Schedule C covered by this policy is a fee.

### SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

#### PART I

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

TO 1912-19 Cont. C  
California Land Title Association  
Standard Coverage Policy-1963

## SCHEDULE B -- (Continued)

## PART II

1. GENERAL AND SPECIAL COUNTY TAXES FOR THE FISCAL YEAR 1972-73,  
A LIEN NOT YET PAYABLE.
2. THE RIGHT TO BUILD, CONSTRUCT, REPAIR, MAINTAIN AND OPERATE AN  
IRRIGATING DITCH OR DITCHES, CANAL OR CANALS, LATERALS, FLUMES, PIPE  
LINES, CONDUITS, WATER WEIRS, WELLS, TUNNELS, DAMS, RESERVOIRS, PUMPING  
PLANTS AND ALL THINGS NECESSARY TO MAINTAIN AND OPERATE AN IRRIGATING  
SYSTEM IN, OVER AND ACROSS ANY PORTION OF SAID LAND  
IN FAVOR OF: TAPO MUTUAL WATER CO.  
RECORDED : SEPTEMBER 28, 1915 IN BOOK 147 PAGE 450 DEEDS  
SAID MATTER AFFECTS: A PORTION OF SAID LAND
3. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES  
STATED HEREIN, AND INCIDENTAL PURPOSES,  
IN FAVOR OF: TAPO MUTUAL WATER COMPANY  
FOR : PIPELINE  
RECORDED : MAY 14, 1962 IN BOOK 2149 PAGE 504 OFFICIAL RECORDS  
AFFECTS : PORTIONS OF SAID LAND 10 FEET IN WIDTH

YO 1012-1, 1066, 1013-C6 (5-70)  
American Land Title Association Loan Policy-1970  
With ALTA Endorsement - Form 1 Coverage.  
or  
American Land Title Association Owner's Policy  
Form B-1970  
or  
California Land Title Association  
Standard Coverage Policy-1963

### SCHEDULE C

The land referred to in this policy is described as follows:

PARCEL 1, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON A PARCEL MAP FILED IN BOOK 11 PAGE 90 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL PIPE, PIPE LINES, CONDUITS, GATES, VALVES, AND ANY AND ALL OTHER PROPERTY BELONGING TO OR COMPRISING THE IRRIGATION SYSTEM OF TAPO MUTUAL WATER COMPANY, WHICH WAS, ON DECEMBER 31, 1918, SITUATE, IN, THROUGH OR ACROSS SAID LAND OR ANY PORTION THEREOF, AS RESERVED IN DEED RECORDED JANUARY 14, 1920, IN BOOK 170 PAGE 414 OF DEEDS.

CL7A 107.8 (4-10-88)  
(0.71)  
ALTA OR STANDARD COVERAGE

INDORSEMENT

ATTACHED TO POLICY NO. 275415

ISSUED BY

Title Insurance and Trust Company

The following exclusion from coverage under this policy is added to Paragraph 3 of the Conditions and Stipulations:

"Consumer credit protection, truth in lending or similar law."

The total liability of the Company under said policy and any indorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This indorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.



Title Insurance and Trust Company

By

*John J. Egan*

SECRETARY



## CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "land": the land described, specifically or by reference, in Schedule C and improvements affixed thereto which by law constitute real property;

(b) "public records": those records which impart constructive notice of matters relating to said land;

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records;

(d) "date": the effective date;

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument; and

(f) "insured": the party or parties named as Insured, and if the owner of the indebtedness secured by a mortgage shown in Schedule B is named as an Insured in Schedule A, the Insured shall include (1) each successor in interest in ownership of such indebtedness, (2) any such owner who acquires the estate or interest referred to in this policy by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, and (3) any federal agency or instrumentally which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an Insured herein or not, subject otherwise to the provisions hereof.

### 2. BENEFITS AFTER ACQUISITION OF TITLE

If an insured owner of the indebtedness secured by a mortgage described in Schedule B acquires said estate or interest, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof, or if a federal agency or instrumentally acquires said estate or interest, or any part thereof, as a consequence of an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by a mortgage covered by this policy, or any part thereof, this policy shall continue in force in favor of such Insured agency or instrumentality, subject to all of the conditions and stipulations hereof.

### 3. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

This policy does not insure against loss or damage by reasons of the following:

(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.

(b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof.

(c) Title to any property beyond the lines of the land expressly described in Schedule C, or title to streets, roads, avenues, lanes, ways or waterways on which

such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded herein.

(d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured claiming loss or damage; or (2) known to the Insured Claimant either at the date of this policy or at the date such Insured Claimant acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured Claimant; or (4) attaching or created subsequent to the date hereof.

(e) Loss or damage which would not have been sustained if the Insured were a purchaser or encumbrancer for value without knowledge.

### 4. DEFENSE AND PROSECUTION OF ACTIONS — NOTICE OF CLAIM TO BE GIVEN BY THE INSURED

(a) The Company, at its own cost and without undue delay shall provide (1) for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of the mortgage and indebtedness covered by this policy or a sale of the estate or interest in said land; or (2) for such action as may be appropriate to establish the title of the estate or interest or the lien of the mortgage as insured, which litigation or action in any of such events is founded upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue any litigation to final determination in the court of last resort.

(b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest which is adverse to the title of the estate or interest or lien of the mortgage as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or if the Insured shall in good faith contract to sell the indebtedness secured by a mortgage covered by this policy, or, if an Insured in good faith leases or contracts to sell, lease or mortgage the same, or if the successful bidder at a foreclosure sale under a mortgage covered by this policy refuses to purchase and in any such event the title to said estate or interest is rejected as unmarketable, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any de-

fect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or if the Insured shall not, in writing, promptly notify the Company of any such rejection by reason of claimed unmarketability of title, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title of the estate or interest or the lien of the mortgage as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the Insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

### 5. NOTICE OF LOSS — LIMITATION OF ACTION

In addition to the notices required under paragraph 4(b), a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

### 6. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy, or, in case loss is claimed under this policy by the owner of the indebtedness secured by a mortgage covered by this policy, the Company shall have the option to purchase said indebtedness; such purchase, payment or tender of payment of

**CONDITIONS AND STIPULATIONS (Continued and Concluded From Reverse Side of Policy Face)**

the full amount of this policy, together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder. In the event, after notice of claim has been given to the Company by the Insured, the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

**7. PAYMENT OF LOSS**

(a) The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company, or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.

(d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company; provided, however, if the owner of

an indebtedness secured by a mortgage shown in Schedule B is an Insured herein then such payments shall not reduce pro tanto the amount of the insurance afforded hereunder as to such Insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage. Payment in full by any person or voluntary satisfaction or release by the Insured of a mortgage covered by this policy shall terminate all liability of the Company to the insured owner of the indebtedness secured by such mortgage, except as provided in paragraph 2 hereof.

(e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

**8. LIABILITY NONCUMULATIVE**

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any mortgage shown or referred to in Schedule B hereof or any mortgage hereafter executed by the Insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment to the Insured under this policy. The provisions of this paragraph numbered 8 shall not apply to an Insured owner of an indebtedness secured by a mortgage shown in Schedule B unless such Insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

**9. SUBROGATION UPON PAYMENT OR SETTLEMENT**

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies which the Insured would have had against any person or property in respect to such claim had this policy not been issued. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If

loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

If the Insured is the owner of the indebtedness secured by a mortgage covered by this policy, such Insured may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the mortgage, or release any collateral security for the indebtedness, provided such act does not result in any loss of priority of the lien of the mortgage.

**10. POLICY ENTIRE CONTRACT**

Any action or actions or rights of action that the Insured may have or may bring against the Company arising out of the status of the lien of the mortgage covered by this policy or the title of the estate or interest insured herein must be based on the provisions of this policy.

No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

**11. NOTICES, WHERE SENT**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy or to its Home Office, 433 South Spring Street, Los Angeles 54, California.

**12. THE PREMIUM SPECIFIED IN SCHEDULE A IS THE ENTIRE CHARGE FOR TITLE SEARCH, TITLE EXAMINATION AND TITLE INSURANCE.**



Title Insurance and Trust Company



0 135 270 540 Feet

Property D

### Property D

Current Owner/Title: City of Simi Valley  
Transfer to City of Simi Valley for Governmental Use

The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property

- Property was acquired by the City of Simi Valley in April 1972 from James Lynch
- Purchase price of \$46,217
- Current estimate of value - \$8,053,646 (\$161 psf building; \$26.50 psf land)

The purpose for which the property was acquired

Property was acquired for the planned development of the Simi Valley Civic Center. At the time of acquisition by the City of Simi Valley, the property was used for agricultural purposes.

The property currently contains approximately half of the Simi Valley Police Facility, required surface parking for the Simi Valley Police Facility, and public open space for the Simi Valley Civic Center including the entry monument sign for the Civic Center. The property is located at the northwest corner of Tapo Canyon Road and Alamo Street. To the immediate north of the property is Simi Valley City Hall. The south and east property lines are public right-of-way (Alamo Street and Tapo Canyon Road respectively) and properties to the west and north are under ownership of the City of Simi Valley.

Parcel data, including address, lot size, and current zoning in the former redevelopment plan or specific plan, community or general plan

- APN 616-0-080-44 (partial); at acquisition, the APN was 616-0-080-19
- Parcel at acquisition was 3.49 acres
- Zoning is CC (Civic Center Zone)
- Simi Valley Police Facility address is 3901 Alamo Street

An estimate of the current value of the parcel including, if available, any appraisal information

Current estimate of value is \$8,053,646. Property is part of a development application approved for the construction of the Simi Valley Police Facility. Because the property is part of this development application, the property is unavailable for future development. The parcel is fully encumbered, is not developable, and provides required parking for the Police Facility and is being use for a public purpose. No known appraisals exist for this property.

An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds

No revenues are generated from this property.

The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation

No record of environmental studies

A description of the property's potential for transit oriented development and the advancement of the planning objectives of the successor agency

The property has no potential for a transit-oriented development as the property is not of adequate size to accommodate a transit-oriented development and is not located adjacent to a fully integrated, multi-modal transportation network.

A brief history of previous development proposals and activity, including the rental or lease of property

Property was vacant at time of acquisition and use for agriculture.

Address the use or disposition of all of the properties in the Fund.

Disposition of the property is the transfer to City for governmental use as public parking and continued use as the Simi Valley Police Facility and required surface parking for the Police Facility and other Civic Center facilities. The property was acquired in 1972 by the City of Simi Valley and the City still holds title to this property. As the SVCDA was not formed until 1974, the property could not have been acquired by the SVCDA. The property was misclassified in the City of Simi Valley and SVCDA audits as being under ownership of the SVCDA. The property is to remain under the ownership of the City of Simi Valley.

JUN 04

BOOK 3952 PAGE 308

RECORDING REQUESTED BY:

AND WILL RECORD MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

NAME City of Simi Valley  
STREET ADDRESS Simi Valley, California  
CITY, STATE, ZIP  
TITLY ORDER NO. 27541384 RECORD NO. 17253-G

RECORDED AT REQUEST OF THIS INC. & TR. CO. AT 233 ANN. BAST & Co. OFFICIAL RECORDS VENTURA COUNTY MAY - 4 1972 '71

COMPARED

TRANSFER TAX PAID CODE # 9

FREE-3

SPACE ABOVE THIS LINE FOR RECORDING USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX IS \$ 50.05 computed on full value of property conveyed, or computed on full value less value of liens or encumbrances remaining at time of sale, and

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

JAMES F. LYNCH, AS TRUSTEE UNDER DECLARATION OF TRUST DATED NOVEMBER 1, 1965

hereby GRANT(S) to

CITY OF SIMI VALLEY

the following described real property in the

County of Ventura, State of California:

as per attached:

AP 6/6 - 680 - 150

Dated April 6, 1972

James F. Lynch as Trustee

STATE OF CALIFORNIA COUNTY OF Sacramento, ss. On April 25, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared James F. Lynch

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same. WITNESS my hand and official seal.

Signature Linda A. Graham

LINDA A. GRAHAM NOTARY PUBLIC - CALIFORNIA PRINCIPAL OFFICE IN SACRAMENTO COUNTY My Commission Expires August 12, 1973

[This area for official optional seal]

MAIL TAX STATEMENTS AS DIRECTED ABOVE.

DESCRIPTION

BOOK 3952 PAGE 309

THAT PORTION OF LOT 26 OF SUBDIVISION NO. 1 OF TAPO RANCH, IN THE CITY OF SIMI VALLEY, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED IN BOOK 3 PAGE 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LOT 26, BEING ALSO A POINT IN THE NORTHERLY LINE OF ALAMO STREET, (FORMERLY PALM AVENUE) 50 FEET WIDE, DISTANT THEREON WEST 111.43 FEET FROM THE INTERSECTION OF THE EASTERLY PROLONGATION OF SAID LINE WITH THE CENTERLINE OF THE TAPO CANYON ROAD, (FORMERLY TAPO DRIVE), 50 FEET WIDE; THENCE ALONG SAID SOUTH LINE OF LOT 26,

1ST: WEST 587.57 FEET TO THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO TAPO CITRUS ASSOCIATED, A CALIFORNIA CORPORATION, RECORDED MARCH 30, 1932, IN BOOK 375 PAGE 403 OF OFFICIAL RECORDS; THENCE ALONG THE EAST LINE OF SAID LAST MENTIONED LAND,

2ND: NORTH 314.50 FEET TO THE NORTH LINE OF SAID LOT 26; THENCE ALONG THE NORTH AND NORTHEASTERLY LINE OF SAID LOT 26,

3RD: EAST AND SOUTHEASTERLY TO A POINT BEARING DUE NORTH FROM THE POINT OF BEGINNING; THENCE,

4TH: SOUTH TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL PIPE, PIPE LINES, CONDUITS, GATES, VALVES AND ANY AND ALL PROPERTY BELONGING TO OR COMPRISING THE IRRIGATING SYSTEM OF THE TAPO MUTUAL WATER COMPANY, A CORPORATION, SITUATE IN, THROUGH OR ACROSS SAID PROPERTY, AS GRANTED TO TAPO MUTUAL WATER COMPANY IN DEED RECORDED DECEMBER 1, 1924 IN BOOK 54 PAGE 193 OF OFFICIAL RECORDS.

ALSO EXCEPT ALL WATER NOW FLOWING OR WHICH MAY HEREAFTER FLOW IN, THROUGH OR UNDER THE SAID LANDS, IN EXCESS OF THE NEEDS OF SAME FOR IRRIGATING, DOMESTIC AND STOCK PURPOSES, AND IF WATER SHALL BE DEVELOPED UPON SAID LANDS BY WELLS OR OTHERWISE IN EXCESS OF ITS NEEDS FOR SUCH PURPOSES, OR TO BE USED UPON OTHER LANDS, THEN IN THAT CASE THE AMOUNT OF WATER DEVELOPED IN EXCESS OF THE SAID NEEDS OF SAID LANDS, SHALL BE THE PROPERTY OF THE TAPO MUTUAL WATER COMPANY, A CORPORATION, ITS SUCCESSORS OR ASSIGNS AND MAY BE SOLD, LEASED, USED OR CONVEYED TO OTHER LANDS FOR SALE, USE OR LEASE BY SUCH CORPORATION AS GRANTED TO TAPO MUTUAL WATER COMPANY IN DEED RECORDED DECEMBER 1, 1924 IN BOOK 54 PAGE 193 OFFICIAL RECORDS.

RECORDER'S MEMO: Legibility  
of writing, Typing or Printing  
UNSATISFACTORY in Portions  
of this document when received.

CITY OF Simi Valley, Ca  
 CERTIFICATE OF ACCEPTANCE OF DBBD

BOOK 3952 PAGE 310

This is to certify that the interest in real property conveyed by the deed or grant dated APRIL 6, 1972, from JAMES F. LUNCH to the above named city, a municipality, is hereby accepted by the undersigned officer on behalf of the city council of the above named city pursuant to authority conferred by resolution of said city council on MARCH 27, 1972, and the grantee consents to the recording thereof by its duly authorized officer.

## DESCRIPTION

BOOK 3952 PAGE 309

THAT PORTION OF LOT 26 OF SUBDIVISION NO. 1 OF TAPO RANCH, IN THE CITY OF SIMI VALLEY, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED IN BOOK 3 PAGE 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LOT 26, BEING ALSO A POINT IN THE NORTHERLY LINE OF ALAMO STREET, (FORMERLY PALM AVENUE) 50 FEET WIDE, DISTANT THEREON WEST 111.43 FEET FROM THE INTERSECTION OF THE EASTERLY PROLONGATION OF SAID LINE WITH THE CENTERLINE OF THE TAPO CANYON ROAD, (FORMERLY TAPO DRIVE), 50 FEET WIDE; THENCE ALONG SAID SOUTH LINE OF LOT 26,

1ST: WEST 507.57 FEET TO THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO TAPO CITRUS ASSOCIATED, A CALIFORNIA CORPORATION, RECORDED MARCH 30, 1932, IN BOOK 375 PAGE 403 OF OFFICIAL RECORDS; THENCE ALONG THE EAST LINE OF SAID LAST MENTIONED LAND,

2ND: NORTH 314.50 FEET TO THE NORTH LINE OF SAID LOT 26; THENCE ALONG THE NORTH AND NORTHEASTERLY LINE OF SAID LOT 26,

3RD: EAST AND SOUTHEASTERLY TO A POINT BEARING DUE NORTH FROM THE POINT OF BEGINNING; THENCE.

4TH: SOUTH TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL PIPE, PIPE LINES, CONDUITS, GATES, VALVES AND ANY AND ALL PROPERTY BELONGING TO OR COMPRISING THE IRRIGATING SYSTEM OF THE TAPO MUTUAL WATER COMPANY, A CORPORATION, SITUATE IN, THROUGH OR ACROSS SAID PROPERTY, AS GRANTED TO TAPO MUTUAL WATER COMPANY IN DEED RECORDED DECEMBER 1, 1924 IN BOOK 54 PAGE 193 OF OFFICIAL RECORDS.

ALSO EXCEPT ALL WATER NOW FLOWING OR WHICH MAY HEREAFTER FLOW IN, THROUGH OR UNDER THE SAID LANDS, IN EXCESS OF THE NEEDS OF SAME FOR IRRIGATING, DOMESTIC AND STOCK PURPOSES, AND IF WATER SHALL BE DEVELOPED UPON SAID LANDS BY WELLS OR OTHERWISE IN EXCESS OF ITS NEEDS FOR SUCH PURPOSES, OR TO BE USED UPON OTHER LANDS, THEN IN THAT CASE THE AMOUNT OF WATER DEVELOPED IN EXCESS OF THE SAID NEEDS OF SAID LANDS, SHALL BE THE PROPERTY OF THE TAPO MUTUAL WATER COMPANY, A CORPORATION, ITS SUCCESSORS OR ASSIGNS AND MAY BE SOLD, LEASED, USED OR CONVEYED TO OTHER LANDS FOR SALE, USE OR LEASE BY SUCH CORPORATION AS GRANTED TO TAPO MUTUAL WATER COMPANY IN DEED RECORDED DECEMBER 1, 1924 IN BOOK 54 PAGE 193 OFFICIAL RECORDS.

RECORDER'S ADMIN. LIABILITY  
 of holding copies of this  
 instrument in accordance  
 with the provisions of the  
 act approved March 27, 1933

YO 1012 FC (7-71)  
California Land Title Association  
Standard Coverage Policy Form  
Copyright 1969

NO. 275413

# POLICY OF TITLE INSURANCE

ISSUED BY

## Title Insurance and Trust Company

Title Insurance and Trust Company, a California corporation, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability of such title; or
3. Any defect in the execution of any mortgage shown in Schedule B securing an indebtedness, the owner of which is named as an Insured in Schedule A, but only insofar as such defect affects the lien or charge of said mortgage upon the estate or interest referred to in this policy; or
4. Priority over said mortgage, at the date hereof, of any lien or encumbrance not shown or referred to in Schedule B, or excluded from coverage in the Conditions and Stipulations, said mortgage being shown in Schedule B in the order of its priority;

all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.

*In Witness Whereof*, Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

VCL

Title Insurance and Trust Company

by



PRESIDENT

Attest



SECRETARY

CLTA 107.0 (4-10-60)  
(6-71)  
ALTA OR STANDARD COVERAGE

INDORSEMENT

ATTACHED TO POLICY NO. 275413

ISSUED BY

Title Insurance and Trust Company

The following exclusion from coverage under this policy is added to Paragraph 3 of the Conditions and Stipulations:

"Consumer credit protection, trust in lending or similar law."

The total liability of the Company under said policy and any indorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This indorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.



Title Insurance and Trust Company

By

SECRETARY

IC 1012-1 AD C  
California Lead Hills Association  
Standard Coverage Policy-1963

### SCHEDULE A

Premium \$242.00

Amount \$ 45,370.00

Effective

Date MAY 4, 1972 AT 2:55 P.M.

Policy No. 275413

INSURED

CITY OF SIMI VALLEY

1. Title to the estate or interest covered by this policy at the date hereof is vested in:

CITY OF SIMI VALLEY

2. The estate or interest in the land described or referred to in Schedule C covered by this policy is a fee.

### SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

#### PART I

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

## SCHEDULE B — (Continued)

## PART II

1. GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR 1972-73, A LIEN NOT YET PAYABLE.

2. RIGHT OF WAY FOR ROADS LYING WITHIN THE EXTERIOR BOUNDARIES OF THE HEREINAFTER DESCRIBED PROPERTY

3. THE RIGHT TO BUILD, CONSTRUCT, REPAIR, MAINTAIN AND OPERATE AN IRRIGATING DITCH OR DITCHES, CANAL OR CANALS, LATERALS, FLUMES, PIPE LINES, CONDUITS, WATER WEIRS, WELLS, TUNNELS, DAMS, RESERVOIRS, PUMPING PLANTS AND ALL OTHER THINGS NECESSARY TO MAINTAIN AND OPERATE AN IRRIGATING SYSTEM IN, OVER AND ACROSS ANY PORTION OF SAID REAL PROPERTY

RESERVED BY: PATTERSON RANCH COMPANY

RECORDED : DECEMBER 21, 1924 IN BOOK 54 PAGE 193 OFFICIAL RECORDS

4. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,

IN FAVOR OF: COUNTY OF VENTURA

FOR : A PUBLIC ROAD AND/OR HIGHWAY

RECORDED : JUNE 4, 1969 IN BOOK 3497 PAGE 582 OFFICIAL RECORDS

AFFECTS : THE FOLLOWING:

A PORTION OF LOT 26, SUBDIVISION NO. 1 OF TAPO RANCH, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8 PAGE 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

A STRIP OR PARCEL OF LAND 10 FEET WIDE LYING NORTHERLY OF AND ADJOINING THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF ALAMO STREET, 50 FEET WIDE, AS SHOWN ON SAID MAP, WITH THE EASTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED RECORDED NOVEMBER 3, 1965, AS DOCUMENT NO. 79681, IN BOOK 2891 PAGE 205 OF OFFICIAL RECORDS; THENCE,

1ST: - WESTERLY ALONG SAID NORTHERLY LINE 246.28 FEET TO A POINT.

THE NORTHERLY LINE OF THE ABOVE DESCRIBED STRIP OR PARCEL OF LAND TO BE PROLONGED OR SHORTENED TO BEGIN IN SAID EASTERLY LINE AND TO TERMINATE IN A LINE DRAWN AT RIGHT ANGLES WITH SAID WESTERLY LINE OF ALAMO STREET AND PASSING THROUGH THE WESTERLY TERMINUS OF THE 1ST COURSE RECITED HEREIN.

TO 1012-1, 1056, 1013-C5 (570)  
 American Land Title Association Loan Policy-1970  
 With ALTA Endorsement - Form 1 Coverage.  
 or  
 American Land Title Association Owner's Policy  
 Form B-1970  
 or  
 California Land Title Association  
 Standard Coverage Policy-1988

### SCHEDULE C

The land referred to in this policy is described as follows:

THAT PORTION OF LOT 26 OF SUBDIVISION NO. 1 OF TAPO RANCH, IN THE CITY OF SIMI VALLEY, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED IN BOOK 8 PAGE 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LOT 26, BEING ALSO A POINT IN THE NORTHERLY LINE OF ALAMO STREET, (FORMERLY PALM AVENUE) 50 FEET WIDE, DISTANT THEREON WEST 211.43 FEET FROM THE INTERSECTION OF THE EASTERLY PROLONGATION OF SAID LINE WITH THE CENTERLINE OF THE TAPO CANYON ROAD, (FORMERLY TAPO DRIVE), 50 FEET WIDE; THENCE ALONG SAID SOUTH LINE OF LOT 26,

1ST: WEST 587.57 FEET TO THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO TAPO CITRUS ASSOCIATED, A CALIFORNIA CORPORATION, RECORDED MARCH 30, 1932, IN BOOK 375 PAGE 403 OF OFFICIAL RECORDS; THENCE ALONG THE EAST LINE OF SAID LAST MENTIONED LAND,

2ND: NORTH 314.58 FEET TO THE NORTH LINE OF SAID LOT 26; THENCE ALONG THE NORTH AND NORTHEASTERLY LINE OF SAID LOT 26,

3RD: EAST AND SOUTHEASTERLY TO A POINT BEARING DUE NORTH FROM THE POINT OF BEGINNING; THENCE.

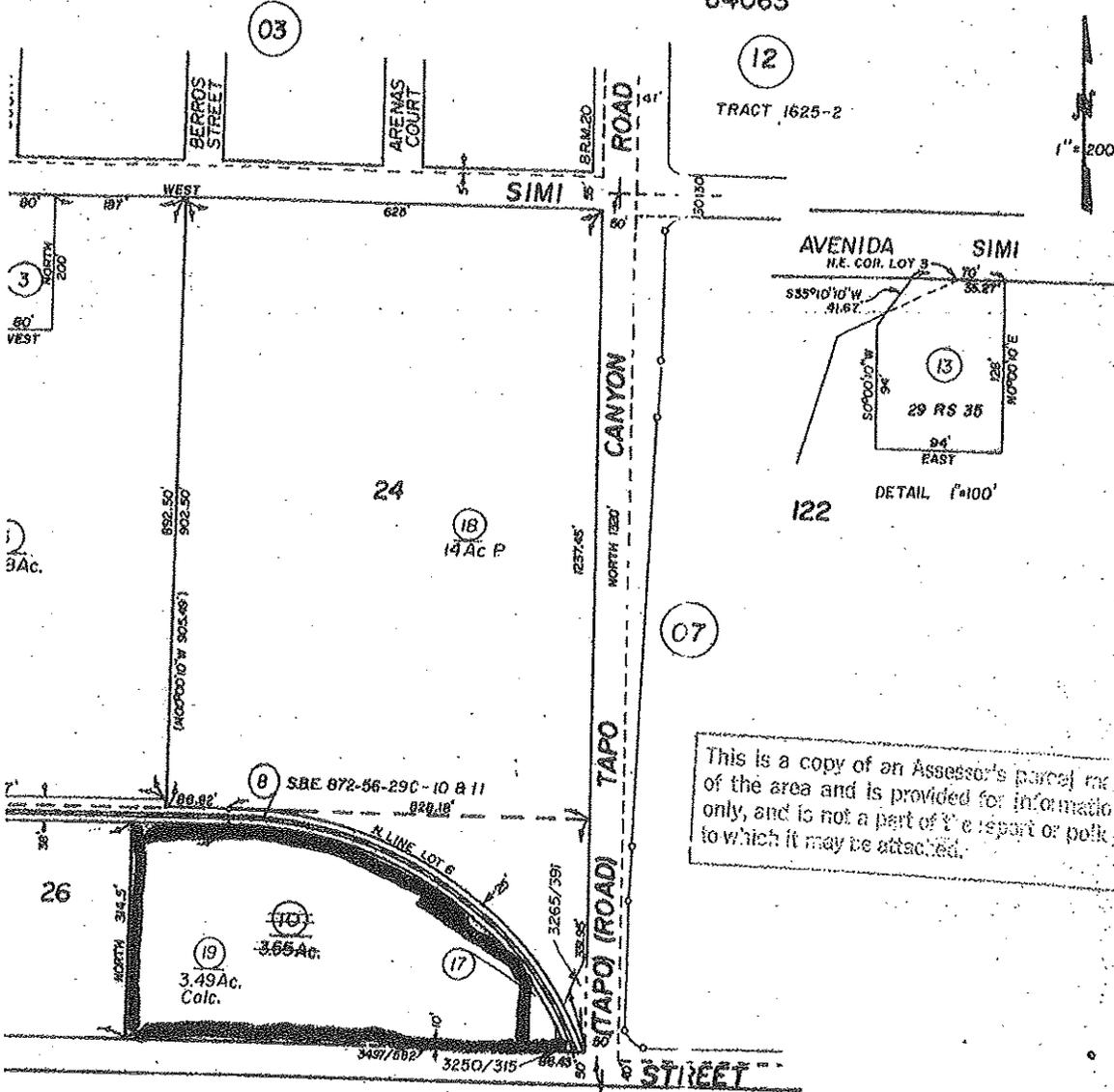
4TH: SOUTH TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL PIPE, PIPE LINES, CONDUITS, GATES, VALVES AND ANY AND ALL PROPERTY BELONGING TO OR COMPRISING THE IRRIGATING SYSTEM OF THE TAPO MUTUAL WATER COMPANY, A CORPORATION, SITUATE IN, THROUGH OR ACROSS SAID PROPERTY, AS GRANTED TO TAPO MUTUAL WATER COMPANY IN DEED RECORDED DECEMBER 1, 1924 IN BOOK 54 PAGE 193 OF OFFICIAL RECORDS.

RANCHO SIMI  
SECTION SEC. 1, T. 2N., R. 18W.

Tax Area Code  
09019  
84063

616-08



Bk. 618

CITY OF SIMI VALLEY & VICINITY  
Ventura County Assessor's Map.

Assessor's Block Numbers Shown in Ellipses  
Assessor's Parcel Numbers Shown in Circles  
Assessor's Mineral Numbers Shown in Squares.

DRAWN BY	BY M.A.T.	CHECKED BY	K.P.M.
REDRAWN BY		DATE	5-20-63

## CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "land": the land described, specifically or by reference, in Schedule C and improvements affixed thereto which by law constitute real property;
- (b) "public records": those records which impart constructive notice of matters relating to said land;
- (c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records;
- (d) "date": the effective date;
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument; and
- (f) "insured": the party or parties named as Insured, and if the owner of the indebtedness secured by a mortgage shown in Schedule B is named as an Insured in Schedule A, the Insured shall include (1) each successor in interest in ownership of such indebtedness, (2) any such owner who acquires the estate or interest referred to in this policy by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, and (3) any federal agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness or any part thereof, whether named as an insured herein or not, subject otherwise to the provisions hereof.

### 2. BENEFITS AFTER ACQUISITION OF TITLE

If an insured owner of the indebtedness secured by a mortgage described in Schedule B acquires said estate or interest, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof, or if a federal agency or instrumentality acquires said estate or interest, or any part thereof, as a consequence of an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by a mortgage covered by this policy, or any part thereof, this policy shall continue in force in favor of such Insured, agency or instrumentality, subject to all of the conditions and stipulations hereof.

### 3. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

This policy does not insure against loss or damage by reasons of the following:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.
- (b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof.
- (c) Title to any property beyond the lines of the land expressly described in Schedule C, or title to streets, roads, avenues, lanes, ways or waterways on which

such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded herein.

(d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured claiming loss or damage; or (2) known to the Insured Claimant either at the date of this policy or at the date such Insured Claimant acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured Claimant; or (4) attaching or created subsequent to the date hereof.

(e) Loss or damage which would not have been sustained if the Insured were a purchaser or encumbrancer for value without knowledge.

### 4. DEFENSE AND PROSECUTION OF ACTIONS — NOTICE OF CLAIM TO BE GIVEN BY THE INSURED

(a) The Company, at its own cost and without undue delay shall provide (1) for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of the mortgage and indebtedness covered by this policy or a sale of the estate or interest in said land; or (2) for such action as may be appropriate to establish the title of the estate or interest or the lien of the mortgage as insured, which litigation or action in any of such events is founded upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue any litigation to final determination in the court of last resort.

(b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest which is adverse to the title of the estate or interest or lien of the mortgage as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or if the Insured shall in good faith contract to sell the indebtedness secured by a mortgage covered by this policy, or if an Insured in good faith leases or contracts to sell, lease or mortgage the same, or if the successful bidder at a foreclosure sale under a mortgage covered by this policy refuses to purchase and in any such event the title to said estate or interest is rejected as unmarketable, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any de-

fect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or if the Insured shall not, in writing, promptly notify the Company of any such rejection by reason of claimed unmarketability of title, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only in the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title of the estate or interest or the lien of the mortgage as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the Insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

### 5. NOTICE OF LOSS — LIMITATION OF ACTION

In addition to the notices required under paragraph 4(b), a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

### 6. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy, or, in case loss is claimed under this policy by the owner of the indebtedness secured by a mortgage covered by this policy, the Company shall have the option to purchase said indebtedness; such purchase, payment or tender of payment of

(Conditions and Stipulations Continued and Concluded on Last Page of This Policy)

CONDITIONS AND STIPULATIONS (Continued and Concluded From Reverse Side of Policy Face)

the full amount of this policy, together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder. In the event, after notice of claim has been given to the Company by the Insured, the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

**7. PAYMENT OF LOSS**

(a) The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company, or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.

(d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company; provided, however, if the owner of

an indebtedness secured by a mortgage shown in Schedule B is an Insured herein then such payments shall not reduce pro tanto the amount of the insurance afforded hereunder as to such Insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage. Payment in full by any person or voluntary satisfaction or release by the Insured of a mortgage covered by this policy shall terminate all liability of the Company to the insured owner of the indebtedness secured by such mortgage, except as provided in paragraph 2 hereof.

(e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

**8. LIABILITY NONCUMULATIVE**

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any mortgage shown or referred to in Schedule B hereof or any mortgage hereafter executed by the Insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment to the Insured under this policy. The provisions of this paragraph numbered 8 shall not apply to an Insured owner of an indebtedness secured by a mortgage shown in Schedule B unless such Insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

**9. SUBROGATION UPON PAYMENT OR SETTLEMENT**

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies which the Insured would have had against any person or property in respect to such claim had this policy not been issued. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If

loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

If the Insured is the owner of the indebtedness secured by a mortgage covered by this policy, such Insured may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the mortgage, or release any collateral security for the indebtedness, provided such act does not result in any loss of priority of the lien of the mortgage.

**10. POLICY ENTIRE CONTRACT**

Any action or actions or rights of action that the Insured may have or may bring against the Company arising out of the status of the lien of the mortgage covered by this policy or the title of the estate or interest insured herein must be based on the provisions of this policy.

No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

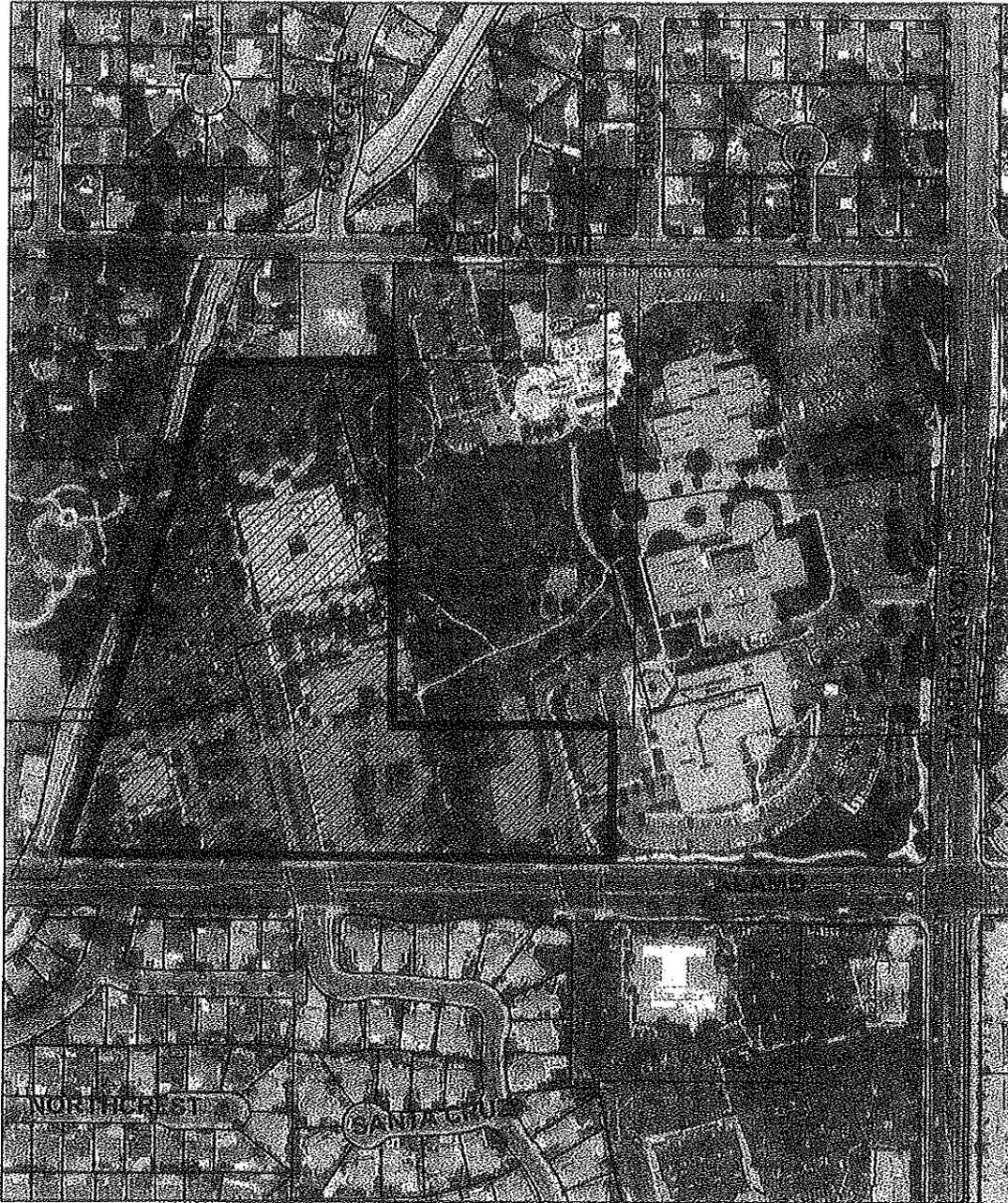
**11. NOTICES, WHERE SENT**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy or to its Home Office, 433 South Spring Street, Los Angeles 54, California.

**12. THE PREMIUM SPECIFIED IN SCHEDULE A IS THE ENTIRE CHARGE FOR TITLE SEARCH, TITLE EXAMINATION AND TITLE INSURANCE.**



Title Insurance and Trust Company



0 135 270 540 Feet

Property E

### Property E

Current Owner/Title: City of Simi Valley and the County of Ventura  
Transfer to City of Simi Valley for Governmental Use

The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property

- Property was acquired by the City of Simi Valley in April 1972 from Ojai-Tapo Citrus Association
- Purchase price of \$158,000
- Current estimate of value - \$35,124,813 (\$161 psf building; \$26.50 psf land)

The purpose for which the property was acquired

Property was acquired for the planned development of the Simi Valley Civic Center. At the time of acquisition by the City of Simi Valley, the property was used for agricultural purposes.

Property was acquired for the planned development of the Simi Valley Civic Center. At the time of acquisition by the City of Simi Valley, the property was one parcel located north of Alamo Street just east of the Arroyo Del Tapo channel in Simi Valley. The property was subdivided into two parcels and the northern portion of the property was transferred to the County of Ventura for the development of the County of Ventura East County Courthouse. The southern portion of the property was retained by the City of Simi Valley for the development of the Development Services Building and the Department of Motor Vehicles facility. At this time, the County of Ventura East County Courthouse remains on the north portion of the property (under ownership of the County of Ventura) and Development Service Building is located on the south (under ownership of the City of Simi Valley). The Development Services Building currently houses one City Department (Department of Community Services). The properties contain the respective buildings for their uses, required surface public parking, and common areas. The south property line is public right-of-way (Alamo Street), to the north if property under private ownership used for residential housing and a Property H of the Plan, to the east is under ownership of the City of Simi Valley, and to the west is the Arroyo Del Tapo flood control channel and the Rancho Tapo Community Park under ownership of the Rancho Simi Recreation and Park District.

Parcel data, including address, lot size, and current zoning in the former redevelopment plan or specific plan, community or general plan

- APN 616-0-080-43 and a partial portion of 616-0-080-45; at acquisition, the APN was 616-0-080-21.
- Parcel at acquisition was 15.32 acres
- Zoning is CC (Civic Center Zone)
- Development Services Building address is 3855A Alamo Street, Department of Motor Vehicles' address is 3855D Alamo Street, and County of Ventura East County Courthouse address is 3855C Alamo Street

An estimate of the current value of the parcel including, if available, any appraisal information

Current estimate of value is \$35,124,813. Property is part of the development applications approved for the construction of the Simi Valley Development Services Building, the Department of Motor Vehicles' building, and the County of Ventura East County Courthouse. Because the property is part of these development applications, the property is unavailable for future development. The parcel is fully encumbered, is not developable, and provides required parking for the above noted government uses and is being use for a public purpose. No known appraisals exist for this property.

An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds

The City of Simi Valley has entered into a lease with the State of California for the use of the portion of the property that houses the Department of Motor Vehicles facility. That lease generates \$12,025 monthly to the City of Simi Valley.

The City of Simi Valley is in the process of vacating the Development Services Building, which is located on the southern portion of the property. The City of Simi Valley has entered into a lease with the Simi Valley Community Foundation for the operation of the Under One Roof facility. The Under One Roof facility will bring together social services that serve the Simi Valley area as a one-stop for assistance. The main tenant of the Under One Roof facility is the Simi Valley Free Clinic, which provides medical, dental, legal, and counseling services to those in need. The lease entered into on August 26, 2013 is for \$1.00 per year. As the City of Simi Valley is still occupying a portion of the Development Services Building, the Simi Valley Community Foundation will not take possession of the building under the City vacates the space, expected to take place in Aril 2014.

The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation

No record of environmental studies

A description of the property's potential for transit oriented development and the advancement of the planning objectives of the successor agency

The property has no potential for a transit-oriented development.

A brief history of previous development proposals and activity, including the rental or lease of property

Property housed the remnants of the Ojai-Tapo Citrus packing facility at time of acquisition and was used for agriculture.

Address the use or disposition of all of the properties in the Fund.

Disposition of the property is the transfer to City for governmental use as public parking and continued use as the Department of Motor Vehicles facility and the County of Ventura East County Courthouse. The property was acquired in 1972 by the City of Simi Valley and the City still holds title to the southern portion of the property. As the SVCDA was not formed until 1974, the property could not have been acquired by the SVCDA. The property was misclassified in the City of Simi Valley and SVCDA audits as being under ownership of the SVCDA. The southern portion of the property is to remain under the ownership of the City of Simi Valley for use as Development Services Building/Under One Roof facility and the Department of Motor Vehicles facility. The northern portion of the property will remain under ownership of the County of Ventura for use as the County of Ventura East County Courthouse and other governmental uses.

BOOK 3977 PAGE 185

RECORDING REQUESTED BY

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

46336

NAME: National Escrow Company  
2049 Van Nuys Blvd.  
SHERMAN OAKS, California  
Attn: DAVE  
CITY, STATE ZIP

RECORDED AT REQUEST OF  
THIS INS & TR CO... 1  
AT 8:00 A.M.  
OFFICIAL RECORDS VENTURA COUNTY  
JUL 5 - 1972 71

COMPARED

TITLE ORDER No. \_\_\_\_\_ Escrow No. 17256-G

TRANSFER TAX PAID CODE # 0

Robert L. Ramirez RECORDER  
SPACE ABOVE THIS LINE FOR RECORDER'S USE

FREE 5

GRANT DEED

At 616-080-218

THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX is \$ 165.00  
 computed on full value of property conveyed, or  
 computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
QJAY-TARO CITRUS ASSOCIATION, a Corporation, successor by merger  
to TARO CITRUS ASSOCIATION, a Corporation  
hereby GRANT(S) to CITY OF SIMI VALLEY

the following described real property in the  
County of Ventura State of California:

as per attached:

COMPANY, A CORPORATION, IN SAID DEED RECORDED FEBRUARY 2, 1955,

ALSO EXCEPT ALL PIPE, PIPE LINES, CONDUITS, GATES, VALVES, AND ANY AND ALL OTHER PROPERTY BELONGING TO OR COMPRISING THE IRRIGATING SYSTEM OF TARO MUTUAL WATER COMPANY, A CORPORATION, WHICH IS NOW SITUATE IN, THROUGH OR ACROSS SAID LAND, OR ANY PORTION THEREOF.

ALSO EXCEPT ALL WATER NOW FLOWING OR WHICH MAY HEREAFTER FLOW IN, THROUGH OR UNDER SAID LAND IN EXCESS OF THE NEEDS OF SAID LAND FOR IRRIGATING, DOMESTIC AND STOCK PURPOSES.

BOOK 3977 PAGE 185

to 417 a  
(Corporation)

STATE OF CALIFORNIA  
COUNTY OF Ventura } ss.

QJAY-TARO CITRUS ASSOCIATION  
BY: Harry D. Sims, Jr.  
BY: Raymond L. Harris, Secretary

On May 16, 1972  
State, personally appeared Harry D. Sims, Jr. before me, the undersigned, a Notary Public in and for said  
known to me to be the President, and E. O. Hutabina  
known to me to be the Secretary of the corporation, that executed the within Instrument,  
Instrument on behalf of the corporation therein named, and  
acknowledged to me that such corporation executed the within  
Instrument pursuant to its by-laws or a resolution of its board  
of directors.

WITNESS my hand and official seal.

Signature: Herman B. Ramirez  
Herman B. Ramirez  
Name (Typed or Printed)

HERMAN B. RAMIREZ  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN  
VENTURA COUNTY

My Commission Expires March 27, 1975

## DESCRIPTION

LOT 4 AND THOSE PORTIONS OF LOTS 6, 23 AND 26, ALL IN SUBDIVISION NO. 1 OF RANCHO TAPO, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED IN BOOK 8 PAGE 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 4; THENCE ALONG THE BOUNDARY THEREOF BY THE FOLLOWING 2 COURSES,

1ST: NORTH 25° 15' 30" EAST 130.53 FEET TO AN ANGLE POINT; THENCE,

2ND: NORTH 10° 53' 30" EAST 200 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 6 AT THE NORTHWESTERLY CORNER OF SAID LOT 4; THENCE IN A DIRECT LINE,

3RD: NORTH 19° 22' 30" EAST 26.5 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 6 AT THE SOUTHEASTERLY CORNER OF LOT 22 OF SAID SUBDIVISION NO. 1; THENCE ALONG SAID NORTHERLY LINE,

4TH: EAST 89.12 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 23; THENCE ALONG THE NORTHWESTERLY LINE THEREOF,

5TH: NORTH 16° 00' EAST 725.48 FEET TO THE INTERSECTION WITH A LINE WHICH IS PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 23 AND WESTERLY PROLONGATION THEREOF AND DISTANT SOUTH 208 FEET, MEASURED AT RIGHT ANGLES, FROM SAID NORTHERLY LINE; THENCE ALONG SAID PARALLEL LINE

6TH: EAST 357.65 FEET TO THE INTERSECTION WITH A LINE WHICH IS PARALLEL WITH AND DISTANT WEST 487 FEET, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF SAID LOT 23; THENCE ALONG SAID LAST MENTIONED PARALLEL LINE,

7TH: SOUTH 684.43 FEET TO THE NORTHERLY LINE OF THE SOUTHERLY 13 FEET OF SAID LOT 23; THENCE ALONG SAID NORTHERLY LINE,

8TH: WEST 33.95 FEET TO A POINT DISTANT ALONG SAID NORTHERLY LINE EAST 520 FEET FROM THE NORTHWESTERLY LINE OF SAID LOT 23; THENCE AT RIGHT ANGLES;

9TH: SOUTH 38 FEET TO THE NORTHERLY LINE OF SAID LOT 26; THENCE ALONG SAID LAST MENTIONED NORTHERLY LINE,

10TH: EAST 472.04 FEET TO THE NORTHEASTERLY CORNER OF THE LAND DESCRIBED IN THAT CERTAIN EXCEPTION AS DESCRIBED IN PARCEL THREE IN THE DEED TO JAMES F. LYNCH, TRUSTEE, RECORDED NOVEMBER 3, 1965 AS INSTRUMENT NO. 79681 IN BOOK 2891 PAGE 205 OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID EXCEPTION.

11TH: SOUTH 314.50 FEET TO THE SOUTHERLY LINE OF SAID LOT 26;  
THENCE ALONG THE SOUTHERLY LINE OF SAID LOTS 26 AND 4,

12TH: WEST 1187.18 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 4; THENCE ALONG  
THE BOUNDARY THEREOF BY THE FOLLOWING 2 COURSES,

1ST: NORTH 25° 15' 30" EAST 130.53 FEET TO AN ANGLE POINT; THENCE,

2ND: NORTH 10° 53' 30" EAST 200 FEET TO A POINT ON THE SOUTHERLY  
LINE OF SAID LOT 6 AT THE NORTHWESTERLY CORNER OF SAID LOT 4; THENCE  
IN A DIRECT LINE,

3RD: NORTH 19° 22' 30" EAST 26.5 FEET TO A POINT ON THE NORTHERLY  
LINE OF SAID LOT 6 AT THE SOUTHEASTERLY CORNER OF LOT 22 OF SAID  
SUBDIVISION NO. 1; THENCE ALONG SAID NORTHERLY LINE,

4TH: EAST 89.12 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 23;  
THENCE IN A DIRECT LINE,

5TH: SOUTH 16° 00' WEST 26.5 FEET, MORE OR LESS, TO THE NORTHEASTERLY  
CORNER OF SAID LOT 4, THENCE ALONG THE EASTERLY LINE THEREOF,

6TH: SOUTH 16° 00' WEST 327.16 FEET TO THE SOUTHEASTERLY CORNER OF  
SAID LOT 4; THENCE ALONG THE SOUTHERLY LINE THEREOF,

7TH: WEST 94.15 FEET TO THE POINT OF BEGINNING.

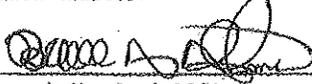
ALSO EXCEPT FROM THAT PORTION OF SAID LAND LYING WITHIN THE LAND  
DESCRIBED IN DEED RECORDED FEBRUARY 2, 1955 AS INSTRUMENT NO. 3713  
IN BOOK 1262 PAGE 78 OFFICIAL RECORDS; THE TITLE AND EXCLUSIVE  
RIGHT TO ALL OF THE MINERALS AND MINERAL ORES OF EVERY KIND AND  
CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN  
OR UNDERLYING SAID LAND OR THAT MAY BE PRODUCED THEREFROM INCLUDING  
WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL PETROLEUM,  
OIL, NATURAL GAS AND OTHER HYDROCARBON SUBSTANCES AND PRODUCTS  
DERIVED THEREFROM, TOGETHER WITH THE EXCLUSIVE AND PERPETUAL RIGHT  
OF INGRESS AND EGRESS IN, UPON OR OVER SAID LAND TO EXPLORE FOR,  
EXTRACT, STOP, REFIN, PROCESS AND REMOVE THE SAME, AND TO MAKE  
SUCH USE OF SAID LAND AS IS NECESSARY OR USEFUL IN CONNECTION THERE-  
WITH, WHICH USE MAY INCLUDE THE SINKING, BORING, DIGGING OR DRILLING  
OF WELLS, SHAFTS OR TUNNELS, THE CONSTRUCTING OF ROADS, WAYS, PIPE  
LINES, POLE LINES, TANKS, BUILDINGS AND OTHER STRUCTURES AND FACILITIES  
AND THE REMOVAL THEREOF, AS RESERVED BY SOUTHERN PACIFIC RAILROAD

BOOK 3977 PAGE 189

CITY OF SEMI VALLEY

## CERTIFICATE OF ACCEPTANCE OF DEED

This is to certify that the interest in real property conveyed by the deed or grant dated April 6, 19 72, from OJAI-TAPO CITRUS ASSOCIATION, a Corp. to the above named city, a municipality, is hereby accepted by the undersigned officer on behalf of the city council of the above named city pursuant to authority conferred by resolution of said city council on March 27, 19 72, and the grantee consents to the recording thereof by its duly authorized officer.

Dated: June 28, 1972By:   
Authorized Officer

TO 1012 FC (5-72)  
California Land Title Association  
Standard Coverage Policy Form  
Copyright 1963

POLICY NO. 275416

## POLICY OF TITLE INSURANCE

ISSUED BY

### Title Insurance and Trust Company

Title Insurance and Trust Company, a California corporation, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability of such title; or
3. Any defect in the execution of any mortgage shown in Schedule B securing an indebtedness, the owner of which is named as an Insured in Schedule A, but only insofar as such defect affects the lien or charge of said mortgage upon the estate or interest referred to in this policy; or
4. Priority over said mortgage, at the date hereof, of any lien or encumbrance not shown or referred to in Schedule B, or excluded from coverage in the Conditions and Stipulations, said mortgage being shown in Schedule B in the order of its priority;

all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.

*In Witness Whereof*, Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Title Insurance and Trust Company

by *George B. Garbar*  
PRESIDENT

Attest *John J. Egan*  
SECRETARY

DM

TO 1012-1 AB-C  
California Land Title Association  
Standard Coverage Policy-1988

### SCHEDULE A

Amount \$ 150,000.00      Effective Date JULY 5, 1972 AT 8:00 A.M.      Premium \$ 552.50  
Policy No. 275416  
INSURED

CITY OF SIMI VALLEY

1. Title to the estate or interest covered by this policy at the date hereof is vested in:

CITY OF SIMI VALLEY

2. The estate or interest in the land described or referred to in Schedule C covered by this policy is a fee.

### SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

#### PART I

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

FD 1012-18 Cont. C  
 California Land Title Association  
 Standard Coverage Policy-1968

SCHEDULE B — (Continued)

PART II

1. GENERAL AND SPECIAL COUNTY TAXES FOR THE FISCAL YEAR 1972-73,  
 A LIEN NOT YET PAYABLE.
2. THE RIGHT OF THE PUBLIC TO USE ANY PORTION OF SAID PROPERTY  
 WITH THE EXTERIOR BOUNDARIES OF ANY PUBLIC ROAD.
3. SAID MATTER AFFECTS: A PORTION OF SAID LAND  
 A RIGHT OF WAY FOR INGRESS AND EGRESS AS GRANTED BY DEED TO  
 I.H. WARRING, DATED APRIL 20, 1900 RECORDED APRIL 23, 1900  
 IN BOOK 54 PAGE 394 DEEDS.
4. THE RIGHT TO BUILD, CONSTRUCT, REPAIR, MAINTAIN AND OPERATE AN  
 IRRIGATING DITCH OR DITCHES, CANALS OR CANALS, LATERALS, FLUMES,  
 PIPE LINES, CONDUITS, WATER WEIRS, WELLS, TUNNELS, DAMS, RESERVOIRS,  
 PUMPING PLANTS, AND ALL OTHER THINGS NECESSARY TO MAINTAIN AND  
 OPERATE AN IRRIGATING SYSTEM IN, OVER AND ACROSS ANY PORTION OF  
 SAID REAL PROPERTY, AS GRANTED TO TAPO MUTUAL WATER COMPANY BY DEED  
 RECORDED SEPTEMBER 28, 1915 IN BOOK 147 PAGE 450 DEEDS.
5. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES  
 STATED HEREIN, AND INCIDENTAL PURPOSES  
 IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY  
 FOR : POLE LINES AND ANCHORS  
 RECORDED : APRIL 11, 1957 IN BOOK 1502 PAGE 124 OFFICIAL  
 RECORDS  
 AFFECTS : A PORTION OF SAID LAND

TO 1012-1, 1055, 1013-G5 (5/70)  
 American Land Title Association Loan Policy-1970  
 With ALTA Endorsement - Form 1 Coverage,  
 or  
 American Land Title Association Owner's Policy  
 Form 8-1970  
 or  
 California Land Title Association  
 Standard Coverage Policy-1963

### SCHEDULE C

The land referred to in this policy is described as follows:

LOT 4 AND THOSE PORTIONS OF LOTS 6, 23 AND 26, ALL IN SUBDIVISION NO. 1 OF RANCHO TAPO, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED IN BOOK 8 PAGE 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 4; THENCE ALONG THE BOUNDARY THEREOF BY THE FOLLOWING 2 COURSES,

1ST: NORTH 25° 15' 30" EAST 130.53 FEET TO AN ANGLE POINT; THENCE,

2ND: NORTH 18° 53' 30" EAST 200 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 6 AT THE NORTHWESTERLY CORNER OF SAID LOT 4; THENCE IN A DIRECT LINE,

3RD: NORTH 19° 22' 30" EAST 26.5 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 6 AT THE SOUTHEASTERLY CORNER OF LOT 22 OF SAID SUBDIVISION NO. 1; THENCE ALONG SAID NORTHERLY LINE,

4TH: EAST 89.12 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 23; THENCE ALONG THE NORTHWESTERLY LINE THEREOF,

5TH: NORTH 16° 00' EAST 725.48 FEET TO THE INTERSECTION WITH A LINE WHICH IS PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 23 AND WESTERLY PROLONGATION THEREOF AND DISTANT SOUTH 208 FEET, MEASURED AT RIGHT ANGLES, FROM SAID NORTHERLY LINE; THENCE ALONG SAID PARALLEL LINE

6TH: EAST 357.65 FEET TO THE INTERSECTION WITH A LINE WHICH IS PARALLEL WITH AND DISTANT WEST 487 FEET, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF SAID LOT 23; THENCE ALONG SAID LAST MENTIONED PARALLEL LINE,

7TH: SOUTH 684.43 FEET TO THE NORTHERLY LINE OF THE SOUTHERLY 13 FEET OF SAID LOT 23; THENCE ALONG SAID NORTHERLY LINE,

8TH: WEST 33.95 FEET TO A POINT DISTANT ALONG SAID NORTHERLY LINE EAST 520 FEET FROM THE NORTHWESTERLY LINE OF SAID LOT 23; THENCE AT RIGHT ANGLES,

9TH: SOUTH 38 FEET TO THE NORTHERLY LINE OF SAID LOT 26; THENCE ALONG SAID LAST MENTIONED NORTHERLY LINE,

10TH: EAST 472.04 FEET TO THE NORTHEASTERLY CORNER OF THE LAND DESCRIBED IN THAT CERTAIN EXCEPTION AS DESCRIBED IN PARCEL THREE IN THE DEED TO JAMES F. LYNCH, TRUSTEE, RECORDED NOVEMBER 3, 1965 AS INSTRUMENT NO. 79681 IN BOOK 2891 PAGE 205 OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID EXCEPTION.

11TH: SOUTH 314.50 FEET TO THE SOUTHERLY LINE OF SAID LOT 26;  
THENCE ALONG THE SOUTHERLY LINE OF SAID LOTS 26 AND 4,

12TH: WEST 1187.18 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 4; THENCE ALONG  
THE BOUNDARY THEREOF BY THE FOLLOWING 2 COURSES,

1ST: NORTH 25° 15' 30" EAST 130.53 FEET TO AN ANGLE POINT; THENCE,

2ND: NORTH 10° 53' 30" EAST 200 FEET TO A POINT ON THE SOUTHERLY  
LINE OF SAID LOT 6 AT THE NORTHWESTERLY CORNER OF SAID LOT 4; THENCE  
IN A DIRECT LINE,

3RD: NORTH 19° 22' 30" EAST 26.5 FEET TO A POINT ON THE NORTHERLY  
LINE OF SAID LOT 6 AT THE SOUTHEASTERLY CORNER OF LOT 22 OF SAID  
SUBDIVISION NO. 1; THENCE ALONG SAID NORTHERLY LINE,

4TH: EAST 89.12 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 23;  
THENCE IN A DIRECT LINE,

5TH: SOUTH 16° 00' WEST 26.5 FEET, MORE OR LESS, TO THE NORTHEASTERLY  
CORNER OF SAID LOT 4, THENCE ALONG THE EASTERLY LINE THEREOF,

6TH: SOUTH 16° 00' WEST 327.16 FEET TO THE SOUTHEASTERLY CORNER OF  
SAID LOT 4; THENCE ALONG THE SOUTHERLY LINE THEREOF,

7TH: WEST 94.15 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT FROM THAT PORTION OF SAID LAND LYING WITHIN THE LAND  
DESCRIBED IN DEED RECORDED FEBRUARY 2, 1955 AS INSTRUMENT NO. 3713  
IN BOOK 1262 PAGE 78 OFFICIAL RECORDS; THE TITLE AND EXCLUSIVE  
RIGHT TO ALL OF THE MINERALS AND MINERAL ORES OF EVERY KIND AND  
CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN  
OR UNDERLYING SAID LAND OR THAT MAY BE PRODUCED THEREFROM INCLUDING  
WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL PETROLEUM,  
OIL, NATURAL GAS AND OTHER HYDROCARBON SUBSTANCES AND PRODUCTS  
DERIVED THEREFROM, TOGETHER WITH THE EXCLUSIVE AND PERPETUAL RIGHT  
OF INGRESS AND EGRESS IN, UPON OR OVER SAID LAND TO EXPLORE FOR,  
EXTRACT, STORE, REFINE, PROCESS AND REMOVE THE SAME, AND TO MAKE  
SUCH USE OF SAID LAND AS IS NECESSARY OR USEFUL IN CONNECTION THERE-  
WITH, WHICH USE MAY INCLUDE THE SINKING, BORING, DIGGING OR DRILLING  
OF WELLS, SHAFTS OR TUNNELS, THE CONSTRUCTING OF ROADS, WAYS, PIPE  
LINES, POLE LINES, TANKS, BUILDINGS AND OTHER STRUCTURES AND FACILITIES  
AND THE REMOVAL THEREOF, AS RESERVED BY SOUTHERN PACIFIC RAILROAD

COMPANY, A CORPORATION, IN SAID DEED RECORDED FEBRUARY 2, 1955,

ALSO EXCEPT ALL PIPE, PIPE LINES, CONDUITS, GATES, VALVES, AND ANY AND ALL OTHER PROPERTY BELONGING TO OR COMPRISING THE IRRIGATING SYSTEM OF TAPO MUTUAL WATER COMPANY, A CORPORATION, WHICH IS NOW SITUATE IN, THROUGH OR ACROSS SAID LAND, OR ANY PORTION THEREOF.

ALSO EXCEPT ALL WATER NOW FLOWING OR WHICH MAY HEREAFTER FLOW IN, THROUGH OR UNDER SAID LAND IN EXCESS OF THE NEEDS OF SAID LAND FOR IRRIGATING, DOMESTIC AND STOCK PURPOSES.

CLTA 107.8 (4-10-69)  
18.711  
ALTA OR STANDARD COVERAGE

**INDORSEMENT**

ATTACHED TO POLICY NO. 275416

ISSUED BY

**Title Insurance and Trust Company**

The following exclusion from coverage under this policy is added to Paragraph 3 of the Conditions and Stipulations:

"Consumer credit protection, truth in lending or similar law."

The total liability of the Company under said policy and any indorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This indorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.



Title Insurance and Trust Company

By

SECRETARY



## CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "land": the land described, specifically or by reference, in Schedule C and improvements affixed thereto which by law constitute real property;
- (b) "public records": those records which impart constructive notice of matters relating to said land;
- (c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records;
- (d) "date": the effective date;
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument; and
- (f) "insured": the party or parties named as Insured, and if the owner of the indebtedness secured by a mortgage shown in Schedule B is named as an Insured in Schedule A, the Insured shall include (1) each successor in interest in ownership of such indebtedness, (2) any such owner who acquires the estate or interest referred to in this policy by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, and (3) any federal agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, subject otherwise to the provisions hereof.

### 2. BENEFITS AFTER ACQUISITION OF TITLE

If an insured owner of the indebtedness secured by a mortgage described in Schedule B acquires said estate or interest, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof, or if a federal agency or instrumentality acquires said estate or interest, or any part thereof, as a consequence of an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by a mortgage covered by this policy, or any part thereof, this policy shall continue in force in favor of such Insured, agency or instrumentality, subject to all of the conditions and stipulations hereof.

### 3. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

This policy does not insure against loss or damage by reasons of the following:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.
- (b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof.
- (c) Title to any property beyond the lines of the land expressly described in Schedule C, or title to streets, roads, avenues, lanes, ways or waterways on which

such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded herein.

(d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured claiming loss or damage; or (2) known to the Insured Claimant either at the date of this policy or at the date such Insured Claimant acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured Claimant; or (4) attaching or created subsequent to the date hereof.

(e) Loss or damage which would not have been sustained if the Insured were a purchaser or encumbrance for value without knowledge.

### 4. DEFENSE AND PROSECUTION OF ACTIONS — NOTICE OF CLAIM TO BE GIVEN BY THE INSURED

(a) The Company, at its own cost and without undue delay shall provide (1) for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of the mortgage and indebtedness covered by this policy or a sale of the estate or interest in said land; or (2) for such action as may be appropriate to establish the title of the estate or interest or the lien of the mortgage as insured, which litigation or action in any of such events is founded upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue any litigation to final determination in the court of last resort.

(b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest which is adverse to the title of the estate or interest or lien of the mortgage as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or if the Insured shall in good faith contract to sell the indebtedness secured by a mortgage covered by this policy, or, if an Insured in good faith leases or contracts to sell, lease or mortgage the same, or if the successful bidder at a foreclosure sale under a mortgage covered by this policy refuses to purchase and in any such event the title to said estate or interest is rejected as unmarketable, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any de-

fect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or if the Insured shall not, in writing, promptly notify the Company of any such rejection by reason of claimed unmarketability of title, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title of the estate or interest or the lien of the mortgage as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure in it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the Insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

### 5. NOTICE OF LOSS — LIMITATION OF ACTION

In addition to the notices required under paragraph 4(b), a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

### 6. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy, or, in case loss is claimed under this policy by the owner of the indebtedness secured by a mortgage covered by this policy, the Company shall have the option to purchase said indebtedness; such purchase, payment or tender of payment of

CONDITIONS AND STIPULATIONS (Continued and Concluded From Reverse Side of Policy Face)

the full amount of this policy, together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder. In the event, after notice of claim has been given to the Company by the Insured, the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

**7. PAYMENT OF LOSS**

(a) The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company, or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.

(d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company; provided, however, if the owner of

an indebtedness secured by a mortgage shown in Schedule B is an Insured herein then such payments shall not reduce pro tanto the amount of the insurance afforded hereunder as to such Insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage. Payment in full by any person or voluntary satisfaction or release by the Insured of a mortgage covered by this policy shall terminate all liability of the Company to the insured owner of the indebtedness secured by such mortgage, except as provided in paragraph 2 hereof.

(e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

**8. LIABILITY NONCUMULATIVE**

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any mortgage shown or referred to in Schedule B hereof or any mortgage hereafter executed by the Insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment to the Insured under this policy. The provisions of this paragraph numbered 8 shall not apply to an Insured owner of an indebtedness secured by a mortgage shown in Schedule B unless such Insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

**9. SUBROGATION UPON PAYMENT OR SETTLEMENT**

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies which the Insured would have had against any person or property in respect to such claim had this policy not been issued. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If

loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

If the Insured is the owner of the indebtedness secured by a mortgage covered by this policy, such Insured may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the mortgage, or release any collateral security for the indebtedness, provided such act does not result in any loss of priority of the lien of the mortgage.

**10. POLICY ENTIRE CONTRACT**

Any action or actions or rights of action that the Insured may have or may bring against the Company arising out of the status of the lien of the mortgage covered by this policy or the title of the estate or interest insured herein must be based on the provisions of this policy.

No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

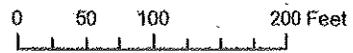
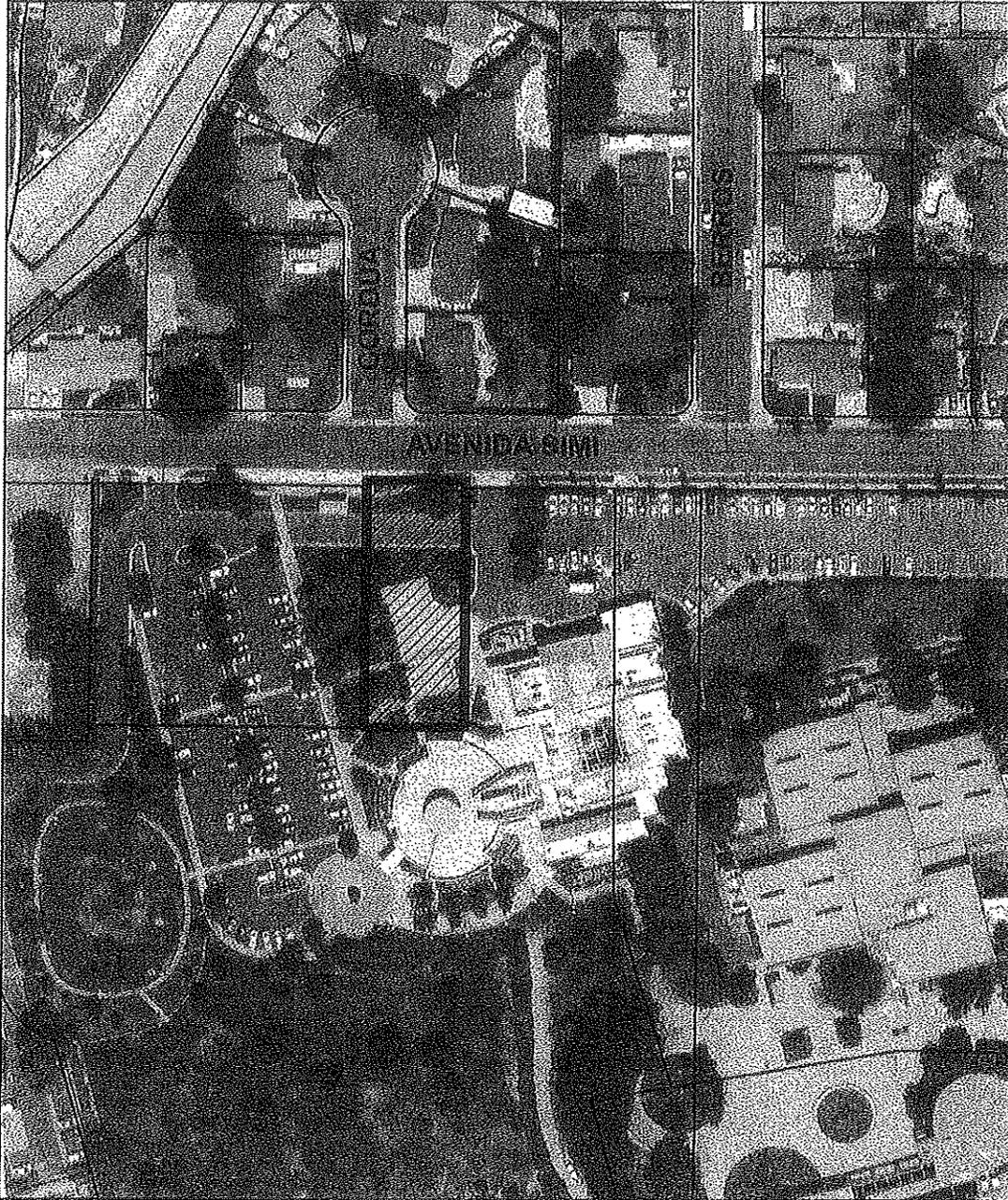
**11. NOTICES, WHERE SENT**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy or to its Home Office, 433 South Spring Street, Los Angeles, California 90051.

**12. THE PREMIUM SPECIFIED IN SCHEDULE A IS THE ENTIRE CHARGE FOR TITLE SEARCH, TITLE EXAMINATION AND TITLE INSURANCE.**



Title Insurance and Trust Company



Property F

### Property F

Current Owner/Title: Simi Valley Community Development Agency  
Transfer to City of Simi Valley for Governmental Use

The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property

- Property was acquired by the Simi Valley Community Development Agency in April 1990 from Richard and Ysidora Frances Clack
- Purchase price of \$275,000
- Current estimate of value - \$415,562 (\$26.50 psf)

The purpose for which the property was acquired

Property was acquired for the planned expansion of the Simi Valley Civic Center and the Simi Valley Senior Citizens' Center. Property is located on Avenida Simi at the north side of the Simi Valley Civic Center. The property provides vehicular circulation around the Simi Valley Senior Citizens' Center as well as surface public parking legally required through the development approvals for the Simi Valley Senior Citizens' Center. Property to the south, west, and east of this property is under government ownership and the property fronts on the north to public right-of-way Avenida Simi.

Parcel data, including address, lot size, and current zoning in the former redevelopment plan or specific plan, community or general plan

- 616-0-080-03
- Formerly 3814 Avenida Simi, Simi Valley, CA
- Parcel is .36 acres
- Zoning is RM (Residential Medium)

An estimate of the current value of the parcel including, if available, any appraisal information

Current estimate of value is \$415,562. Property is part of a development application approved for the construction of the Simi Valley Senior Citizens' Center. Because the property is part of this development application, the property is unavailable for future development. The parcel is fully encumbered, is not developable, and provides required parking for the Senior Citizens' Center and is being use for a public purpose. No known appraisals exist for this property.

An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds

No revenues are generated from this property.

The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation

No record of environmental studies

A description of the property's potential for transit oriented development and the advancement of the planning objectives of the successor agency

There is currently a Simi Valley Transit bus turnout on property immediately to the west of this property. The property has no other potential for a transit-oriented development as the property is not of adequate size to accommodate a transit-oriented development and is not located adjacent to a fully integrated, multi-modal transportation network.

A brief history of previous development proposals and activity, including the rental or lease of property

Prior to the acquisition by the City of Simi Valley, the property had a single family detached residence. Housing unit was removed to provide for Civic Center uses.

Address the use or disposition of all of the properties in the Fund.

Disposition of the property is the transfer to City of Simi Valley for governmental use as public parking and use by the Simi Valley Senior Citizens' Center. Transferring to City for governmental use will protect ingress/egress to the Simi Valley Senior Citizens' Center.

This instrument filed for record by  
First American Title Insurance Company

Recorded at request of and  
Return to Don Perry, Right of  
Way Agent, 3341 Thacher Road,  
Ojai, CA 93023

90-074222

Rec Fee 13.00  
Total 13.00

A. P. No. 616-08-03  
Inst. No. CCS 105

Recorded  
Official Records  
County of  
Ventura  
Richard D. Dean  
Recorder  
8:00am 17-May-90

90001493-IE

MM 5

616-0-080-030

NO TAX DUE

City of Simi Valley  
Community Development Agency

GRANT DEED

(Civic Center Site)

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

RICHARD M. CLACK and ISIDORA FRANCES CLACK

do(es) hereby GRANT to the

CITY OF SIMI VALLEY COMMUNITY DEVELOPMENT AGENCY

the hereinafter described real property in the state of  
California, County of Ventura.

(See description on following page(s))

---

**LEGAL DESCRIPTION**

---

The land referred to in this deed is situated in the State of California, County of Ventura, City of Simi Valley and is described as follows:

The East half of that portion of Lot 23, Subdivision No. 1 of Tapo Ranch, in the City of Simi Valley, County of Ventura, State of California, according to the map thereof recorded in Book 8, page 20 of Miscellaneous Records, in the office of the County Recorder of said County, described as follows:

Beginning at a point in the Northerly line of said Lot 23, distant along said Northerly line West 187 feet from the Northeasterly corner of said Lot 23; thence continuing along said Northerly line,

1st: West 160 feet; thence,

2nd: South 200 feet; thence,

3rd: East 160 feet to the intersection with a line which bears South from said point of beginning; thence along said last mentioned line,

4th: North 200 feet to the point of beginning.

Dated: 4/26/90 Richard M. Clack  
RICHARD M. CLACK

Ysidora Frances Clack  
YSIDORA FRANCES CLACK

GRANTOR(S)

Dated: 4-26-90 Donald B. Perry  
DONALD B. PERRY  
SUBSCRIBING WITNESS

SUBSCRIBING WITNESS ACKNOWLEDGEMENT  
INDIVIDUAL

STATE OF CALIFORNIA  
COUNTY OF VENTURA

On this 26<sup>th</sup> day of APRIL, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DONALD B. PERRY, known to me to be the witness thereto, who being by me duly sworn, deposes and says: that he was present and saw RICHARD M. CLACK & YSIDORA FRANCES CLACK, personally known to him to be the person(s) described in and whose name(s) is(are) subscribed to the within and annexed instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.



Myrna Katson  
Notary Public in and for said  
County and State

AGREEMENT TO BUY AND SELL  
REAL PROPERTY

(CIVIC CENTER SITE)

THIS AGREEMENT is made and entered into, in duplicate, by and between:

RICHARD M. CLACK and YSIDORA FRANCES CLACK

hereinafter called "Seller," and

CITY OF SIMI VALLEY COMMUNITY DEVELOPMENT AGENCY

hereinafter called "City."

Seller agrees to sell to City and City agrees to purchase from Seller the hereinafter described real property upon the following terms and conditions:

1. DESCRIPTION. The real property is situated in the County of Ventura, State of California, and is more particularly described on Exhibit "A," which is attached hereto and made a part hereof by reference. The real property described on Exhibit "A" shall be hereinafter referred to as the "Property."

2. PURCHASE PRICE. The purchase price for the Property is \$275,000.

3. CONVEYANCE OF TITLE TO CITY. Seller shall convey title to the Property by delivering to City after the execution of this Agreement, a Grant Deed to the Property in favor of City and duly executed by Seller. City shall then formally accept the Grant Deed and thereafter record the Deed in the Ventura County Recorder's Office.

4. POLICY OF TITLE INSURANCE. City shall have its choice as to the Title Insurance Company to be employed for purposes of this transaction. City shall bear all costs of the Policy of Title Insurance.

5. ESCROW. Seller shall not be responsible for or required to pay for any escrow charges.

6. **CONDITION OF TITLE.** Title to the property shall be free and clear of all liens, encumbrances, assessments, easements and leases, except for recorded public utility easements and rights of way.

7. **PAYMENT TO SELLER.** Upon recordation of the Grant Deed, showing title as indicated above vested in City, City shall pay to Seller the purchase price as hereinafter provided. Payment shall be made by City mailing or causing to be delivered its warrant to Seller at Seller's residence.

8. **TAXES.** County property taxes shall be prorated as of the date the Deed is recorded. Seller is responsible for and shall pay for property taxes up to the date of the recordation. City shall cause all future taxes to be cancelled as of the date the Deed is recorded.

9. **POSSESSION BY CITY.** City shall have the right of possession to the Property 75 days from the date of this Agreement.

10. **RENT.** Seller will not be required to pay rent for the above 75 day possession of the property. This will allow Seller to find an alternate place of abode and move thereto.

11. **HOLDOVER.** If Seller has not vacated the premises by the 75th day from the execution of this Agreement, Seller shall pay \$900 per month rent or a prorated amount, based on a 30 day month, if less than a full month. This holdover provision shall not exceed 30 days.

12. **RECORDATION OF DEED.** City shall cause the Grant Deed, as submitted herewith, to be recorded in the Office of the Ventura County Recorder immediately upon acceptance of said Deed.

13. **FIRE INSURANCE.** Seller's fire and extended coverage insurance on the premises herein purchased shall be cancelled by Seller as of the date of Seller's termination of occupancy. City shall be responsible for fire and extended coverage insurance for the premises after the date Seller renders possession of the Property to City.

14. **UTILITIES.** Seller shall be responsible for requesting that the applicable utility companies turn off the utility services currently provided to the premises on or before the date of Seller's termination of occupancy. Seller shall also be responsible for making the final payment on all of the utility companies' final billing invoices as and when rendered.

15. **CONDITION OF PREMISES UPON POSSESSION.** Upon Sellers termination of occupancy, Seller shall deliver the premises to City in good order and condition, damage by the elements, fire, earthquake and ordinary wear and tear excepted.

16. **REAL ESTATE COMMISSION.** Seller is not responsible for paying a real estate commission to anyone involved in the sale of this Property.

17. **TITLE WARRANTY.** Seller warrants that they are the Owner of the herein referenced property, and that they have not conveyed any right, title or interest in said Property to person(s), legal entity(ies) or other parties since they acquired title to said property.

18. **PURCHASE IN LIEU OF CONDEMNATION.** The parties agree that City is a public agency entitled by law to exercise the right of Eminent Domain. Seller has been informed of City's intention to acquire the Property, as herein referenced, by negotiated purchase if possible, or by a Condemnation if necessary. The purchase of the property by City pursuant to this Agreement, is in lieu of Condemnation.

19. **TRUST DEED.** Seller shall cause a Full Reconveyance to be recorded in the Ventura Recorders Office, prior to Payment To Seller as set forth above.

20. **TIME.** Time is the essence of this Agreement.

21. **SUCCESSORS.** This Agreement is binding upon the heirs, successors and assigns of the parties hereto and all of the parties hereto shall be jointly and severally liable hereunder.

22. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties hereto and all of the parties hereto shall be jointly and severally liable hereunder.

23. **RECORDING COSTS.** City is a public municipality entitled to record Deeds at not cost. Therefore, recording costs will not be borne by either Seller or City.

24. **TRANSACTION CLOSING DATE.** The herein referenced transaction shall be consummated on or before May 15, 1990. If the transaction is not closed by this date, Seller retains the option to rescind the entire transaction and City shall return the Deed and Agreements to the Seller, if applicable.

25. **TERMITE REPORT.** City hereby waives the requirement for a Termite Report and any corrective measures associated therewith.

26. SPECIAL PROVISIONS. All other provisions of this Agreement are contained in Exhibit "B" which is attached hereto and made a part hereof by reference, if applicable. Exhibit "B" ( ) is ( ) is not applicable.

Dated: 4/26/90 *Richard M. Clack*  
RICHARD M. CLACK

*Ysidora Frances Clack*  
YSIDORA FRANCES CLACK

SELLER

CITY OF SIMI VALLEY COMMUNITY DEVELOPMENT  
AGENCY

Dated: 5/8/90 *M. L. Koester*  
M. L. KOESTER, Executive Director  
Authorized Officer

CITY

-----  
LEGAL DESCRIPTION  
-----

The land referred to in this deed is situated in the State of California, County of Ventura, City of Simi Valley and is described as follows:

The East half of that portion of Lot 23, Subdivision No. 1 of Tapo Ranch, in the City of Simi Valley, County of Ventura, State of California, according to the map thereof recorded in Book 8, page 20 of Miscellaneous Records, in the office of the County Recorder of said County, described as follows:

Beginning at a point in the Northerly line of said Lot 23, distant along said Northerly line West 187 feet from the Northeasterly corner of said Lot 23; thence continuing along said Northerly line,

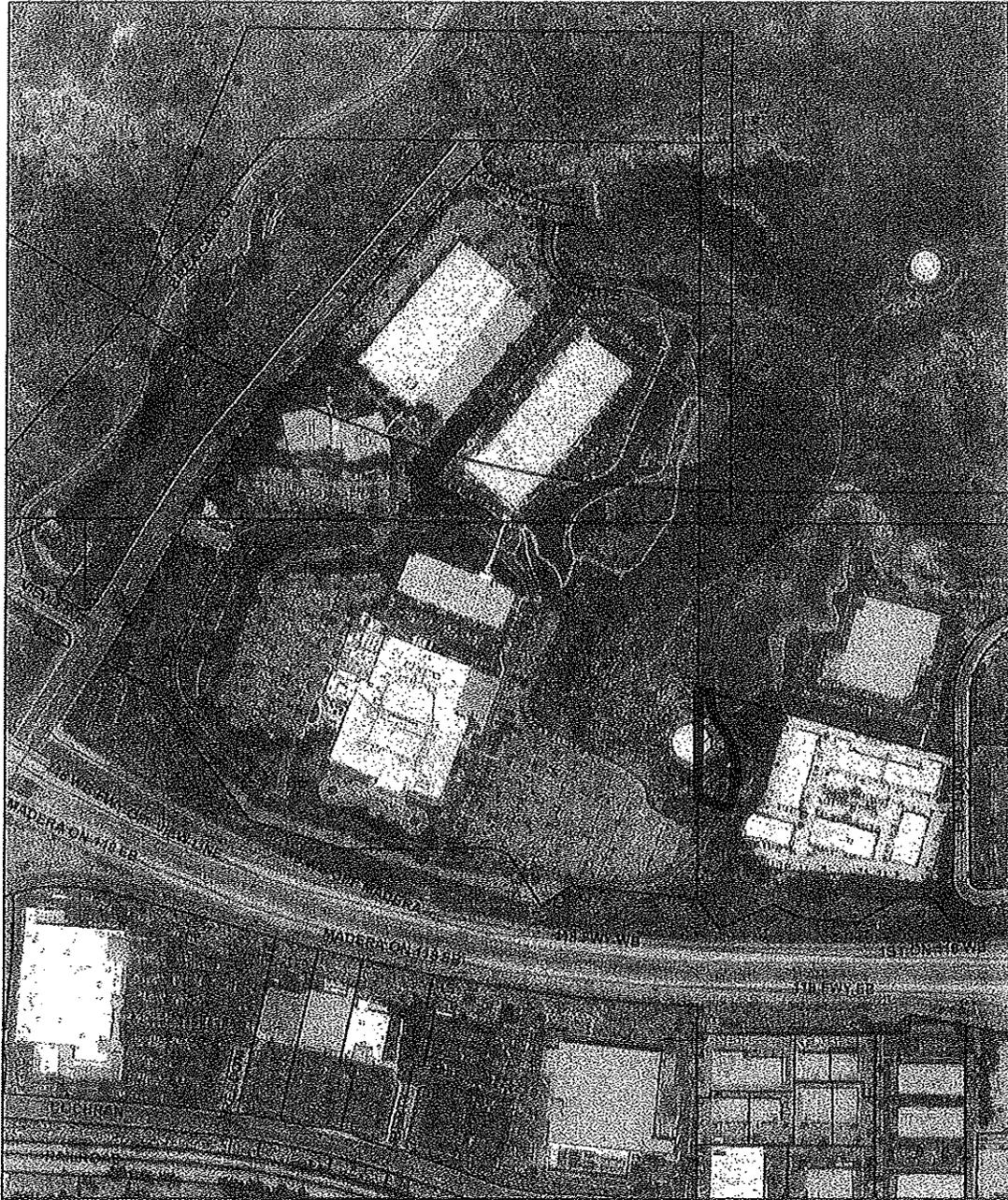
1st: West 160 feet; thence,

2nd: South 200 feet; thence,

3rd: East 160 feet to the intersection with a line which bears South from said point of beginning; thence along said last mentioned line,

4th: North 200 feet to the point of beginning.

EXHIBIT A



0 215 430 860 Feet

Property G

### Property G

Current Owner/Title: Simi Valley Community Development Agency and the  
Transfer to Ventura County Waterworks District No. 8  
for Governmental Use

The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property

- Property was acquired by the Ventura County Waterworks District No. 8 and the Simi Valley Community Development Agency December 1989 from Ray and Helen Tarpley through condemnation action.
- Purchase price of \$342,792
- Current estimate of value - \$784,951 land only (\$26.50 psf)

The purpose for which the property was acquired

Property was acquired for the construction of a 2.5 million gallon water tank that serves the northwestern portion of Simi Valley. Property is isolated, has no public access, and can be reached via easements in favor of the Ventura County Waterworks District No. 8.

Parcel data, including address, lot size, and current zoning in the former redevelopment plan or specific plan, community or general plan

- APN 612-0-260-05
- Parcel is .68 acres
- Zoning is Waterworks (W) within the General Plan
- No street address

An estimate of the current value of the parcel including, if available, any appraisal information

Current estimate of value is \$784,951. The parcel is fully encumbered, is not developable, provides drinking water for the northwestern portion of Simi Valley, and is being use for a public purpose. No known appraisals exist for this property.

An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds

No revenues are generated from this property.

The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation

No record of environmental studies

A description of the property's potential for transit oriented development and the advancement of the planning objectives of the successor agency

The property provides has no other potential for a transit-oriented development.

A brief history of previous development proposals and activity, including the rental or lease of property

Prior to the acquisition by the Simi Valley Community Development Agency and the Ventura County Waterworks District No. 8, the property was vacant. Recognizing the need to provide potable water to the northwestern area of Simi Valley, the property was identified for use as a water tank location. While negotiations for the purchase of the property took place, an agreement was not reached. The Simi Valley Community Development Agency and the Ventura County Waterworks District No. 8 subsequently filed a condemnation action to acquire the property. On December 22, 1989, the Ventura County Superior Court filed the Final Order in Condemnation (recorded document #90-009890).

Address the use or disposition of all of the properties in the Fund.

Disposition of the property is the transfer to Ventura County Waterworks District No. 8 for governmental use as a 2.5 million gallon water tank. Transferring to the Ventura County Waterworks District No. 8 for governmental use will ensure continued source of potable water to the northwest portion of Simi Valley.

Simi

90-007890	Rec Fee	.00
	Total	.00
Recorded		
Official Records		
County of		
Ventura		
Richard D. Dean		
Recorder		
8:02am 22-Jan-80		

RECORDED AT REQUEST OF AND RETURN TO:

HG 10

ORIGINAL

(ADD BELOW FOR FILING STAMP ONLY)

LAW OFFICES  
 LASHIN & GRAHAM  
 2800 BROADWAY DRIVE  
 LOS ANGELES, CALIFORNIA 90008  
 (213) 644-8225

FILED

DEC 22 1989

Attorneys for Plaintiffs and Cross-Defendants

SHERI GONZALES, Superior Court  
 Associate Clerk and Clerk  
*[Signature]* Deputy

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

THE CITY OF SIMI VALLEY )  
 COMMUNITY DEVELOPMENT AGENCY )  
 and THE VENTURA COUNTY WATER )  
 WORKS DISTRICT NO. 8,

CASE NO. 84078  
 FINAL ORDER IN CONDEMNATION

Plaintiffs,

vs.

RAY TARPLEY, HELEN TARPLEY,  
 et al.,

Defendants.

HELEN TARPLEY, MICHAEL  
 TARPLEY and CHARLES TARPLEY,

Cross-Complainants,

vs.

THE CITY OF SIMI VALLEY )  
 COMMUNITY DEVELOPMENT AGENCY )  
 and VENTURA WATERWORKS )  
 DISTRICT NO. 8,

Cross-Defendants.

Judgment in Condemnation having been entered in the above-  
 entitled action on June 7, 1989, in the office of the County Clerk

LAW OFFICE  
OF  
LAWYERS  
2000 PARKWAY DRIVE  
LOS ANGELES, CALIFORNIA 90007  
(213) 551-1111

1 of the County of Ventura, State of California, and it appearing  
2 to the court's satisfaction that the above-named plaintiffs, under  
3 that Judgment, have paid to court for the defendants and to  
4 defendants RAY TARPLEY, HELEN M. TARPLEY, MICHAEL TARPLEY, CHARLES  
5 TARPLEY, and THE TARPLEY FAMILY TRUST, just compensation in the  
6 sum of \$342,792.00, to be disbursed in accordance with the  
7 Judgment in Condemnation on file in this action.

8 IT IS ORDERED AND ADJUDGED:  
9 1. The fee simple title to the property, situated in the  
10 County of Ventura, State of California, more particularly  
11 described as follows:

12 A parcel of land, in fee simple, over that portion of  
13 Lot 4, in the City of Simi Valley, Tract No. 4025.1, as  
14 shown on map recorded in Book 102, pages 93 to 95 of  
Miscellaneous Records in the Office of the County  
Recorder of the County of Ventura bounded as follows:

- 15 1st Northerly by the Northerly line of said Lot 4;
- 16 2nd Southerly by the Easterly prolongation of the
- 17 Southerly line of the Easement to Ventura
- 18 County Waterworks District No. 8 for
- 19 construction and maintenance purposes shown
- on Parcel Map L.D.S. 285, filed in Book 39 of
- Parcels Maps, pages 92 and 93 in the Office
- of said Recorder;
- 20 3rd Westerly by the Westerly line of said Lot 4;
- 21 4th Easterly by a line that is parallel and
- 22 concentric with and 15.00 feet Northwesterly
- and Westerly measured at right angles and
- 23 radially from the following described line:

24 Beginning at the Northeasterly terminus of  
that certain curve concave Northwesterly in  
the centerline of the 20' easement to Ventura  
25 County Waterworks District No. 8 for Ingress  
and Egress and water pipeline purposes, shown  
26 on said Parcel Map L.D.S. 285, as having a  
radius of 295.00 feet having a radial line  
27 bearing of North 52°52'05" West from said  
Northeasterly terminus, for the purpose of the  
28 balance of this description said radial line  
shall have a bearing of North 52°12'05" West;

LAW OFFICE OF  
LARRY R. HARRIS  
2000 Northwest Drive  
Aptos, California 95020  
(408) 426-0800

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

thence continuing along said curve, having a radius of 295.00 feet and concave Northwesterly, through a central angel of 8°26'46", and arc length of 43.49 feet; thence tangent to said curve North 29°21'28" East, 100.97 feet to the beginning of a tangent curve concave Northwesterly having a radius of 385.00 feet; thence Northwesterly and Northerly along said last mentioned curve through a central angle of 23°32'34" an arc distance of 168.20 feet to a point of compound curvature in a curve concave westerly having a radius of 280.00 feet; thence Northwesterly through a central angle of 42°29'59", an arc distance of 185.44 feet to a point of reverse curvature in a curve concave Northeasterly having a radius of 150.00 feet; thence Northerly through a central angel of 41°15'31", an arc distance of 108.01 feet.

Area of Parcel 1 equals 28,788.93 sq. ft.

2. An easement for slope purposes, to the property, situated in the County of Ventura, State of California, more particularly described as follows:

An easement for slope purposes over that portion of Lot 4, in the City of Simi Valley, Tract No. 4025.1, as shown on map recorded in Book 102, Pages 93 to 95 inclusive of Miscellaneous Records, in the Office of the County Recorder of the County of Ventura, State of California and that portion of the East half of the West half, of the Southeast quarter (E 1/2, W 1/2, SE 1/4), Section 5 Township 2 North, Range 18 West, Rancho Simi, as shown on map recorded in Book 2, Page 7 of Maps in the Office of said Recorder described as follows:

Beginning at the intersection of that certain course in the Southerly boundary of Lot 4, shown said map of Tract No. 4025.1, as having a bearing and distance of South 25°11'27" East, 112.47 feet with a curve concave Northwesterly having a radius of 505.00 feet that is concentric with and 210.00 feet Southeasterly measured radially from that certain curve being the centerline of the 20.00 foot easement to Ventura County Waterworks District No. 8 for Ingress and Egress and Water Pipeline Purposes, shown on Parcel Map L.D.S. 285, filed in Book 39 of Parcel Maps, pages 92 and 93 in the Office of

1 said Recorder as having a radius 296.00 feet  
 2 and concave Northwesterly, a radial line from  
 3 the Northeasterly terminus of said 296.00 foot  
 4 radius curve is shown on said Parcel Map as  
 5 having a bearing of North 52°12'05" West, for  
 6 the purpose of the balance of this description  
 7 said radial line shall have a bearing of North  
 8 52°11'45" West; thence continuing along said  
 9 curve having a radius of 505.00 feet,

6 1st Northeasterly an arc distance of  
 7 234.38 feet, to a radial line to  
 8 said concentric curve bearing South  
 9 60°38'32" East, thence along said  
 10 radial line,

11 2nd North 60°38'32" West, 80.00 feet,  
 12 thence,

13 3rd North 29°21'28" East 100.97 feet;  
 14 thence,

15 4th North 60°38'32" West 60.00 feet to  
 16 the beginning of a nontangent curve  
 17 concave Northwesterly having a  
 18 radius of 455.00 feet to which said  
 19 last mention course is a radial;  
 20 thence,

21 5th Northeasterly and Northerly curve  
 22 through a central angle of  
 23 23°32'34" an arc length of 186.96  
 24 feet to a compound curve concave  
 25 Westerly having a radius of 320.00  
 26 feet; thence,

27 6th Northerly and Northwesterly through  
 28 a central angel of 42°29'59" an arc  
 length of 237.36 feet to a reverse  
 curve concave Northeasterly having  
 a radius of 80.00 feet; thence,

7th Northwesterly and Northerly through  
 a central angle of 41°15'31" an arc  
 distance of 57.62 feet; thence,

8th North 85°25'34" West, 30.00 feet;  
 thence,

9th North 4°34'26" East, 75.24 feet to  
 the beginning of a tangent curve  
 concave Easterly having a radius of  
 305.00 feet; thence,

10th Northerly through a central angle  
 of 11°47'32" an arc distance of

LAW OFFICES  
 LARRY E. FINN  
 3030 INDEPENDENCE DRIVE  
 LOS ANGELES, CALIFORNIA 90009  
 (213) 558-0822

321949/01  
 LARRY E. FINN

LAW OFFICES  
LACROIX & COUSIN  
100 ANTOINE, CALIFORNIA 90009  
(310) 451-8888

- 1 62.77 feet to a point of reverse
- 2 curvature in a curve concave
- 3 westerly having a radius of 280.00
- 4 feet; thence,
- 5 11th Northerly through a central angle
- 6 of 8°44'10" an arc distance of
- 7 44.22 feet to a point of reverse
- 8 curvature in a curve concave
- 9 easterly having a radius of 50.00
- 10 feet; thence,
- 11 12th Northeasterly through a central
- 12 angle of 27°53'29" an arc distance
- 13 of 24.34 feet to a point of reverse
- 14 curvature in a curve concave
- 15 northwesterly having a radius of
- 16 280.00 feet; thence,
- 17 13th Northeasterly through a central
- 18 angle of 23°03'20" an arc distance
- 19 of 116.69 feet to a point of
- 20 reverse curvature in a curve
- 21 concave southeasterly having a
- 22 radius of 50.00 feet; thence;
- 23 14th Northerly and Northeasterly through
- 24 a central angle of 35°03'09" an arc
- 25 distance of 30.98 feet; thence,
- 26 15th North 47°58'06" East, 280.44 feet
- 27 to North line of said Southeast
- 28 Quarter; thence,
- 29 16th Westerly along said North line
- 30 133.36 feet to a line parallel with
- 31 and 90.00 feet Northwesterly,
- 32 measured at right angles from the
- 33 herein before described 15th
- 34 course; thence,
- 35 17th Southwesterly along said parallel
- 36 line 306.88 feet to the Northerly
- 37 prolongation of the Westerly line
- 38 of said Lot 4; thence,
- 39 18th Southerly along said Northerly
- 40 prolongation and westerly line
- 41 1,009.40 feet to the Southerly
- 42 terminus thereof; thence,
- 43 19th southeasterly in a direct line to
- 44 the point of beginning.
- 45 Expecting therefrom those portions thereof
- 46 within the parcels of land described as Parcel

12/18/97/01  
TARPLEY.FIN

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 and Parcel 10.

Area of Parcel 7 equals 132,639.17 sq. ft.

3. An easement for road purposes, to the property, situated in the County of Ventura, State of California, more particularly described as follows:

An easement for road purposes over that portion of Lot 4, in the city of Simi Valley, Tract No. 4025.1, as shown on map recorded in Book 102, Pages 93 to 95 inclusive of Miscellaneous Record in the Office of the County Recorder of the County of Ventura, State of California and that portion of the East half, of the East half, of the Southeast quarter, (E 1/2, W 1/2, SE 1/4), Section 5, Township 2 North, Range 18 West, Rancho Simi, recorded in Book 3, Page 7 of Maps in the Office of said Recorder, within a strip of land 30.00 feet wide 15.00 feet on each side of the following described centerline, the sidelines of said strip of land are to be prolonged or shortened so as to terminate in the westerly line of said Lot 4 and the north line of said Southeast quarter.

Beginning of the Northeasterly terminus of that certain curve having a radius of 295.00 feet, concave Northwesterly in the centerline of the 20' easement to Ventura County Waterworks District No. 3 for Ingress and Egress and Water Pipeline Purposes, shown on Parcel Map L.D.S. 285, filed in Book 39 of Parcel Maps, Pages 92 and 93 in the Office of said Recorder, having a radial line bearing North 52°12'03" West from said Northeasterly terminus, for the purpose of the balance of this description said radial line shall have a bearing of North 52°11'46" West, thence continuing Northeasterly along said curve having a radius of 295.00 and concave Northwesterly,

1st Through a central angle of 8°26'46", an arc length of 43.49 feet; thence tangent to said curve,

2nd North 29°21'28" East, 100.97 feet to the beginning of a tangent curve concave Westerly having a radius of 385.00 feet; thence,

3rd Northerly along said last mentioned curve through a central angle of 23°32'34" an arc distance of 158.20 feet to a point of compound curvature in a curve concave westerly having a radius of 250.00 feet; thence,

4th Northwesterly through a central angle of 43°29'59", an arc distance of 166.44 feet to a point of reverse curvature in a curve

LAW OFFICE  
MASON & GIBSON  
LOS ANGELES, CALIFORNIA 90009  
(213) 628-0888

121569/A1  
HARLEY.FIN

LAW OFFICE  
LACROIX & CRAWFORD  
1200 AVENUE OF THE STARS  
SUITE 1000  
FARMINGTON, CT 06032

- 1 concave Northeasterly having a radius of 180.00 feet; thence,
- 2
- 3 5th Northerly through a central angle of 41-15'31", an arc distance of 108.01 feet; thence tangent to said curve,
- 4
- 5 6th North 4-34'26" East, 75.24 feet to the beginning of a tangent curve concave Easterly having a radius of 345.00 feet; thence,
- 6
- 7 7th Northerly along said last mentioned curve through a central angle of 11-47'32", an arc distance of 71.01 feet to a point of reverse curvature in a curve concave Northwesterly having a radius of 250.00 feet; thence,
- 8
- 9
- 10 8th Northerly through a central angle of 8-44'10" an arc distance of 38.12 feet to a point of reverse curvature in a curve concave southeasterly having a radius of 90.00 feet; thence,
- 11
- 12
- 13 9th Northeasterly through a central angle of 27-53'29", an arc distance of 43.81 feet to a point of reverse curvature in a curve concave Northwesterly having a radius of 250.00 feet; thence,
- 14
- 15
- 16 10th Northerly through a central angle of 23-03'20", an arc distance of 100.60 feet to a point of reverse curvature in a curve concave southeasterly having a radius of 90.00 feet; thence,
- 17
- 18
- 19 11th Northeasterly through a central angle of 35-30'09", an arc distance of 55.77 feet; thence tangent to said curve,
- 20
- 21 12th North 47-58'06" East, 206.70 feet more or less to a point in the North line of the south half (8 1/2) of said Section 5.

Area of Parcel 10 equals 25,615.61 sq. ft.

- 22
- 23
- 24 4. The above-described property, situated in the County of Ventura, State of California, is hereby condemned to and taken for the public uses stated in the Complaint in this action.
- 25
- 26
- 27 5. Plaintiff's portion of the current taxes are cancelled.
- 28 6. The plaintiff has taken possession of the real property described above, in accordance with the provisions of California

121057/c1  
TAS/LEY.FIR

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Code of Civil Procedure.

7. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a certified copy of this order be recorded in the Office of the County Recorder of the County of Ventura, State of California, and there upon title to said property described herein shall vest in plaintiffs in the interests described above and the interests of defendants RAY TARPLEY, HELEN H. TARPLEY, MICHAEL TARPLEY, CHARLES TARPLEY, and THE TARPLEY FAMILY TRUST, in and to said property shall be terminated to the extent acquired by plaintiffs.

DATED: Dec 21, 1989

*William J. Pich*  
JUDGE OF THE SUPERIOR COURT

Law Offices  
LASKER & GRAMAK  
1000 Investment Bank  
Loop  
Ventura, CA 93141  
(805) 625-8025

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

PROOF OF SERVICE BY MAIL

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Marianne Lannen, am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 2000 Riverside Drive, Los Angeles, California 90039.

On December 19, 1989, I served the foregoing FINAL ORDER IN CONDEMNATION on the interested parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

Dankert & Kuetzing, P.O. Box 6669, Ventura, CA 93006

I am readily familiar with the business practice of my place of employment in respect to the collection and processing of correspondence, pleadings and notices for mailing with the United States Postal Service.

The foregoing sealed envelope was placed for collection and mailing this date consistent with the ordinary business practice of my place of employment, so that it will be deposited this date with postage thereon fully prepaid with the United States Postal Service at Los Angeles, California, in the ordinary course of such business.

I declare under penalty of perjury under the laws of the State of California and that the foregoing is true and correct.

Executed December 19, 1989.

  
Marianne Lannen

LAW OFFICES  
LASKIN & GRAHAM  
2000 RIVERSIDE DRIVE  
LOS ANGELES, CALIF. 90039

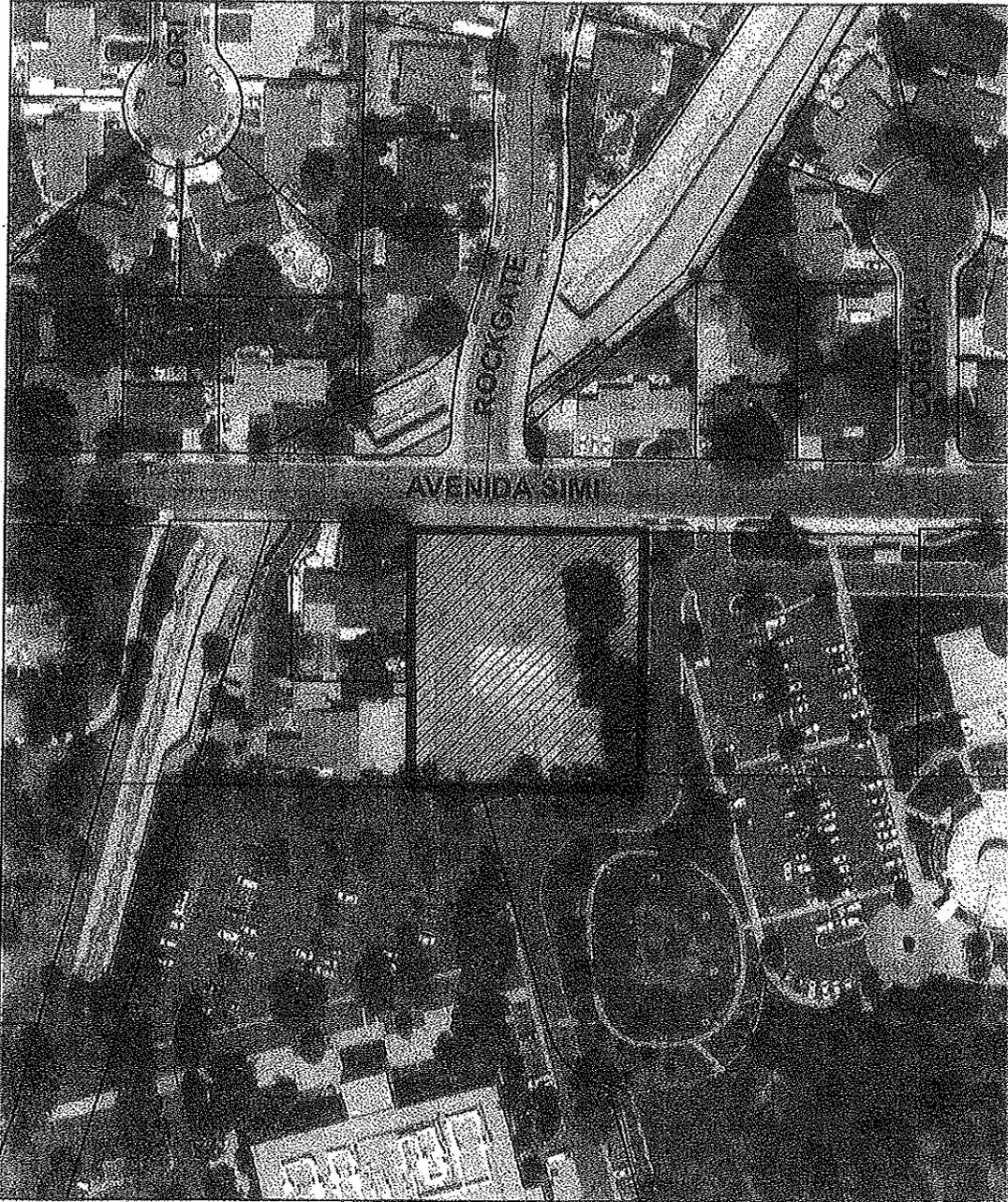
I hereby certify that the annexed instrument is a true and correct copy of the original on file in my office. SHEILA GONZALEZ, Superior Court Executive Officer and Clerk, County of Ventura, State of California.

Dated: JAN 17 1990

By: *Sheila Gonzalez*  
Deputy Clerk







Property H

### Property H

Current Owner/Title: Simi Valley Community Development Agency  
Retention for Future Development

The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property

- Property was acquired by the City of Simi Valley in August 2007 from Lawrence D. and Shirley A. Blasko for the Blasko Family Trust. The property was purchased by the Simi Valley Community Development Agency in June 2008.
- Purchase price at acquisition was \$400,000. Purchase price upon acquisition by the Simi Valley Community Development Agency was \$730,000
- Current estimate of value - \$1,021,591 (\$26.50 psf)

The purpose for which the property was acquired

Property was acquired for the planned expansion of the Simi Valley Civic Center for governmental uses. Property is located on Avenida Simi at the north side of the Simi Valley Civic Center. Property to the south and east is under government ownership (County of Ventura and City of Simi Valley respectively) and the property fronts on the north to public right-of-way Avenida Simi. Property to the west is a single family detached housing unit.

Parcel data, including address, lot size, and current zoning in the former redevelopment plan or specific plan, community or general plan

- 616-0-080-20
- Formerly 3802 Avenida Simi, Simi Valley, CA
- Parcel is .885 acres
- Zoning is RM (Residential Medium)
- Property is currently vacant

An estimate of the current value of the parcel including, if available, any appraisal information

Current estimate of value is \$1,021,591. An appraisal was prepared by Riggs & Riggs Inc. in June 2007 in order to set a base value for the acquisition of the property by the City of Simi Valley. The appraisal concluded that the property highest and best use is As-Improved condition. At the time of the appraisal, the property was being used for a children's' day care center. The Fair Market Value of improved land was \$28.52 per square foot and the Fair Market Value of vacant land was \$19.00 per square foot. On a Cost Approach (the cost necessary to replace the improvements with a building or other improvements having same or equivalent utility, plus land value), the property was valued at

\$1,020,000. On a Sales Comparison Approach (an opinion of value determined by comparing it with similar or comparable properties which have recently sold), the property was valued at \$1,100,000. The appraisal came to a final conclusion of an appraised value of \$1,100,000.

An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds

No revenues are generated from this property.

The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation

Upon acquisition, the City of Simi Valley evaluated the single family detached housing unit for a burn exercise by the Ventura County Fire Protection District. The survey indicated that asbestos existed in the insulation within the attic area. Remediation of the asbestos was performed and the unit was cleared of environmental hazards.

A description of the property's potential for transit oriented development and the advancement of the planning objectives of the successor agency

There is currently a Simi Valley Transit bus turnout on property immediately to the east of this property. The property has no other potential for a transit-oriented development as the property is not of adequate size to accommodate a transit-oriented development and is not located adjacent to a fully integrated, multi-modal transportation network.

A brief history of previous development proposals and activity, including the rental or lease of property

Prior to the acquisition by the City of Simi Valley, the property had a single family detached residence. Housing unit was removed to provide for Civic Center and other governmental uses.

Address the use or disposition of all of the properties in the Fund.

Disposition of the property is the retention for future development. The City will enter into compensation agreements, as necessary, with taxing entities regarding the final disposition of the property pursuant to Health and Safety Code Section 34180(f).

RECORDING REQUESTED BY  
First American Title Company

AND WHEN RECORDED MAIL TO:  
City of Simi Valley  
Attn: Brian Gabler, 2929 Tapo Canyon Rd.  
Simi Valley, CA 93063



20071011-00192566-0 1/4  
Ventura County Clerk and Recorder  
Philip J. Bohmit  
10/11/2007 08:00:00 AM  
198495 \$.00 AR

Space Above This Line for Recorder's Use Only

No TAX California Revenue and Taxation  
Code R&T 11922  
A.P.N.: 616-0-080-200

File No.: VWL-2873582 (lr)

**GRANT DEED**

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX ~~\$400.00~~; CITY TRANSFER TAX \$0.00;  
SURVEY MONUMENT FEE \$

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area;  City of Simi Valley, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Lawrence David Blasko and Shirley Ann (Lowther) Blasko, Trustees of The Blasko Family Trust**

hereby GRANTS to **City of Simi Valley**

the following described property in the City of **Simi Valley**, County of **Ventura**, State of **California**:

**Legal description attached hereto and made a part hereof**

Dated: 08/14/2007

Lawrence David Blasko and Shirley Ann  
(Lowther) Blasko, Trustees of The Blasko  
Family Trust

*Lawrence David Blasko, Trustee*  
Lawrence David Blasko, Trustee

*Shirley Ann (Lowther) Blasko, Trustee*  
Shirley Ann (Lowther) Blasko, Trustee

RECEIVED  
CITY OF SIMI VALLEY  
07 NOV 15 AM 9:49  
CITY MANAGER'S OFFICE

A.P.N.: 616-0-080-200

Grant Deed - continued

File No.: VWL-2873582 (1r)

Date: 08/14/2007

STATE OF MARYLAND )  
COUNTY OF WASHINGTON )

On AUG. 27, 2007, before me, JOHN EDWARD RUDY

Notary Public, personally appeared LAWRENCE DAVID BUSKO & SHIRLEY ANN (WIFE) BUSKO, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their 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  


JOHN EDWARD RUDY  
NOTARY PUBLIC STATE OF MARYLAND

My Commission Expires: ~~My Commission Expires February 4, 2008~~ This area for official notarial seal

Notary Name: John Edward Rudy  
Notary Registration Number: \_\_\_\_\_

Notary Phone: 301-714-1075  
County of Principal Place of Business: WASHINGTON Co, Md.

Title Order Number:

File Number: VWL-2873582

**Exhibit "A"**

Real property in the City of Simi Valley, County of Ventura, State of California, described as follows:

THAT PORTION OF LOT 23, SUBDIVISION NO. 1, OF THE TAPO RANCH, IN THE CITY OF SIMI VALLEY, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED IN BOOK 8, PAGE 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO LEONARD E. MAYFIELD AND WIFE, RECORDED ON JUNE 21, 1963 IN BOOK 2342, PAGE 401 OF OFFICIAL RECORDS; THENCE ALONG THE 5TH COURSE DESCRIBED IN SAID DEED AND PROLONGATION THEREOF,

1ST: SOUTH 0° 00' 10" WEST 208.00 FEET; THENCE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 23,

2ND: EAST 186.75 FEET TO THE EASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO LYNN M. GILLER, RECORDED ON JUNE 5, 1958 IN BOOK 1623, PAGE 292 OF OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY LINE,

3RD: NORTH 0° 00' 10" EAST 208.00 FEET TO THE NORTHEASTERLY CORNER OF SAID LAND OF GILLER; THENCE ALONG SAID NORTHERLY LINE,

4TH: WEST 186.75 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL PIPE, PIPE LINES, CONDUITS, GATES, VALVES, AND ANY AND ALL OTHER PROPERTY BELONGING TO OR COMPRISING THE IRRIGATING SYSTEM OF TAPO MUTUAL WATER COMPANY WHICH WAS, ON DECEMBER 31, 1986, SITUATE IN, THROUGH OR ANY PORTION THEREOF.

APN: 616-0-080-200

## CITY OF SIMI VALLEY

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated 8/4/67 from Lawrence D. Blasko and Shirley A. Blasko, to the above named City, a municipality, is hereby accepted by the undersigned officer on behalf of the City Council of the above-named City pursuant to the authority conferred by Resolution No. 69-29 of such City Council on November 24, 1969, and the Grantee consents to the recording thereof by its duly authorized officer.

Dated 9/19/67

By: Mike Sedell  
Mike Sedell, City Manager

AGREEMENT TO BUY AND SELL  
REAL PROPERTY

THIS AGREEMENT is made and entered into by and between:

LAWRENCE D. BLASKO AND SHIRLEY A. BLASKO for THE BLASKO FAMILY  
TRUST

hereinafter referred to as "Seller" and

CITY OF SIMI VALLEY

hereinafter referred to as "City".

Seller agrees to sell to City and City agrees to purchase from Seller the hereinafter described real property upon the following terms and conditions:

1. **DESCRIPTION.** The real property is situated in the County of Ventura, State of California, and is more particularly described on Exhibit "A", which is attached hereto and made a part hereof by reference. The real property described on Exhibit "A" and also known as 3802 Avenida Simi, Simi Valley, California and Assessor Parcel Number 616-0-080-200, shall be hereinafter referred to as the "Property".
2. **PURCHASE PRICE.** The purchase price for the Property is \$400,000.
3. **CONVEYANCE OF TITLE TO CITY:** Seller shall convey title to the Property by delivering to City after the execution of this Agreement, a Grant Deed to the Property in favor of City and duly executed by Seller. City shall then formally accept the Grant Deed and thereafter record the Deed in the County of Ventura Office of the Recorder.
4. **POLICY OF TITLE INSURANCE.** City shall be issued a California Land Title Association standard coverage title insurance policy. City shall have its choice as to the Title Insurance company to be employed for purposes of this transaction. City shall bear all costs of the Policy of Title Insurance.
5. **ESCROW.** City and Seller shall execute escrow instructions as may be necessary, to effectuate this Agreement and close of escrow. Seller shall not be responsible for or required to pay for any escrow charges.
6. **CONDITION OF TITLE.** Title to the Property shall be free and clear of all liens, encumbrances, assessments, easements and leases, except for recorded public utility easements and rights of way.

7. **PAYMENT TO SELLER.** Upon recordation of the Grant Deed, showing title as indicated above vested in City, City shall pay to Seller the purchase price. Payment shall be made by City in the manner requested by Seller.
8. **TAXES.** County property taxes shall be prorated as of the date of the Deed is recorded. Seller is responsible for and shall pay for property taxes up to the date of the recordation. City shall cause all future taxes to be cancelled as of the date the Deed is recorded.
9. **RECORDATION OF DEED.** City shall cause the Grant Deed to be recorded in the County of Ventura Office of the Recorder immediately upon acceptance of said Deed.
10. **FIRE INSURANCE.** Seller's fire and extended coverage insurance on the Property shall be cancelled by the Seller as of the date of recordation of Grant Deed. City shall be responsible for fire and extended coverage insurance for the Property after the date of recordation of the Grant Deed.
11. **UTILITIES.** Seller shall be responsible for requesting that the applicable utility companies terminate service to the Property on or before the date of recordation of the Grant Deed. Seller shall also be responsible for making the final payment on all of the utility companies' final billing invoices as and when rendered.
12. **CONDITION OF PREMISES UPON POSSESSION.** Upon recordation of Grant Deed, Seller shall deliver the premises to City in good order and condition, damage by the elements, fire, earthquake and ordinary wear and tear excepted.
13. **REAL ESTATE COMMISSION.** Seller is not responsible for paying a real estate commission to anyone involved in the sale of this Property.
14. **TITLE WARRANTY.** Seller warrants that they are the Owner of Property and that they have not conveyed any right, title or interest in Property to person(s), legal entity(ies) or other parties since they acquired title to Property.
15. **TRUST DEED.** Seller shall cause a Full Reconveyance to be recorded in the County of Ventura Office of the Recorder, prior to payment to Seller as set forth above.
16. **TIME.** Time is of the essence of this Agreement
17. **SUCCESSORS.** This Agreement is binding upon the heirs, successors and assigns of the parties hereto and all of the parties hereto shall be jointly and severally liable hereunder.
18. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties hereto and all of the parties shall be jointly and severally liable hereunder.

19. RECORDING COST. City is a public municipality entitled to record Deeds at no cost. Therefore, recording costs will not be borne by either Seller or City.

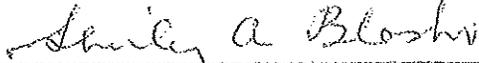
20. TRANSACTION CLOSING DATE. Closing date for the transaction and recordation of the Grant Deed shall be on or about September 13, 2007.

21. TERMITE REPORT. City hereby waives the requirement for a Termite Report and any corrective measures associated herewith.

22. REVENUE AND TAXATION CODE SECTION 18662 - Seller acknowledges that unless an exemption applies, 3.33% of the gross sale price will be withheld and transmitted to the State of California Franchise Tax Board in accordance with the requirements of Revenue and Taxation Code Section 18662.

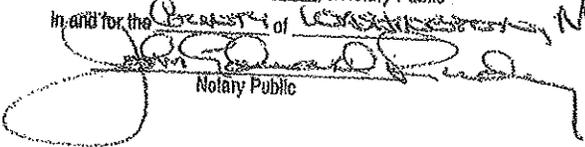
SELLER:

DATED August 2, 2007   
LAWRENCE D. BLASKO

  
SHIRLEY A. BLASKO

CITY:

DATED 8/3/07   
MIKE SEDELL, City Manager, City of Simi Valley

Subscribed and sworn to before me, in my presence,  
this 3rd day of August, a Notary Public  
in and for the County of Los Angeles, State of California.  
  
Notary Public

JOHN EDWARD RUDY  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires February 4, 2008

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of VENTURA

} ss.

On 08-03-2007, before me, SHERON GRASSO, NOTARY PUBLIC,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared MIKE SEDELL  
Name(s) of Signer(s)

personally known to me

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



Place Notary Seal Above

WITNESS my hand and official seal.

Sheron Grasso  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Agreement to Buy and Sell Real Property

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

## EXHIBIT A

## LEGAL DESCRIPTION

The land referred to in this deed is situated in the State of California, County of Ventura, City of Simi Valley and is described as follows:

That portion of Lot 23, Subdivision No. 1 of the Tapo Ranch, according to the map recorded in Book 8, Page 20 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the Northeasterly corner of the land described in the deed to LEONARD E. MAYFIELD and Wife, recorded June 21, 1963 in Book 2342, Page 401 of Official Records; thence along the 5<sup>th</sup> course described insaid deed and prolongation thereof:

- 1<sup>st</sup>. South 0° 00' 10" West 208.00 feet; thence parallel with the Northerly line of said Lot 23,
- 2<sup>nd</sup>. East 186.75 feet to the Easterly line of the land described in the deed to Lynn M. Giller, recorded in June 5, 1958 in Book 1623, Page 292 of Official Records; thence along said easterly line,
- 3<sup>rd</sup>. North 0° 00' 10" East 208.00 feet to the Northeasterly corner of said land of Giller: thence along said Northerly line,
- 4<sup>th</sup>. West 186.75 feet to the point of beginning.



**First American Title Company**  
**2829 Townsgate Road Suite #103, Westlake Village, CA 91361**  
**Phone - (805)449-4199x2618 Fax - (866)470-4882**

## **ESCROW INSTRUCTIONS**

TO: **First American Title Company ("First American")**  
Attn: **Lisa Rowlands (Escrow Officer)**

Date: **August 14, 2007**  
File No.: **VWL-2873582 (lr)**

Property: **3802 Avenida Simi Simi Valley, CA 93063**

This escrow has been opened pursuant to that certain real estate purchase agreement entitled "**Agreement to Buy and Sell Real Property**" dated as of **8/2/07** ("Purchase Agreement") by and between **The Blasko Family Trust** ("Seller") and **City of Simi Valley** ("Buyer") with regard to that certain real property commonly described as **3802 Avenida Simi**, in the City of **Simi Valley**, County of **Ventura**, State of **California** ("State") as further legally described in preliminary title report to be issued by First American Title Company (the "Real Property"). The terms and conditions of the Purchase Agreement are incorporated herein by reference. First American has been requested to act as escrow agent for the Buyer and Seller (jointly referred to as the "Parties" and individually as a "Party") under the Purchase Agreement.

First American is willing to act as escrow agent ("Escrow Agent") for the parties pursuant to the Purchase Agreement subject to the following terms and conditions.

1. **Obligations of Escrow Agent:** Escrow Agent shall be responsible only for the applicable portions of Purchase Agreement dealing with financing, escrow, allocation of costs, title and vesting, prorations, property taxes, title insurance, delivery of documents and Seller's assignment of proceeds to pay the broker commission, if any.
2. **Satisfaction of Executory Terms:** Pursuant to the Purchase Agreement, the consummation of the escrow is subject to satisfaction of certain executory terms and provisions which are not the responsibility of Escrow Agent. The Parties shall be solely responsible for determining such satisfaction and shall notify Escrow Agent in writing in a form reasonably satisfactory to Escrow Agent when such executory terms have been fully satisfied or are otherwise waived. Escrow Agent's receipt of such written acknowledgment shall constitute a direction to Escrow Agent to close the Escrow.
3. **General Provisions:** Escrow Agent's duties and responsibilities in this escrow are subject to the General Provisions. To the extent that the Purchase Agreement is inconsistent with the General Provisions, the terms of the General Provisions shall control as to Escrow Agent's rights, duties and responsibilities.
4. **Clarification of Purchase Agreement Terms:**
  - (a) **Sales Price:** The sales price of the Real Property is **\$400,000.00**
  - (b) **Close of Escrow:** Close of escrow shall occur on **10/11/2007**.

**Fire Insurance:** Buyer shall obtain and pay for fire insurance outside of escrow. Escrow holder shall not be further concerned with same.

**Closing Funds:** Funds to close escrow must be received in a form sufficient to satisfy applicable good funds laws of the State. All funds in excess of \$100,000 must be wire transferred to Escrow Agent.

**Requirements for Interest Bearing Accounts:** In the event that Escrow Agent is requested to deposit funds in an interest-bearing account, Escrow Agent shall not be obligated to open such account until Escrow Agent has received an executed Form W-9 with appropriate taxpayer information from the Party to whose benefit the interest will accrue. The Parties acknowledge receipt of a form entitled "Notice of Opportunity to Earn Interest" delivered concurrently with this Escrow Instruction. The Parties acknowledge that Escrow Agent shall be entitled to a fee of \$50.00 for opening any interest bearing account.

**Funds Held Fee:** If the event that funds remain in escrow for any reason more than 90 days after the close of escrow, or if escrow has not closed 90 days after the estimated closing date set forth in the existing escrow instructions to Escrow Holder ("Dormancy Period"), Escrow Holder will make reasonable efforts to notify the parties regarding same. If funds remain in escrow beyond the Dormancy Period, a monthly "funds held fee" of \$25.00 shall accrue for each month or fraction of a month thereafter that the funds, or any portion thereof, remain in escrow. Escrow Holder is instructed to deduct the monthly funds held fee directly from the funds held in escrow on a monthly or other periodic basis (i.e. quarterly, semi-annually, etc.). The parties agree to pay these sums to compensate Escrow Holder for administering, monitoring, accounting, reminders and other notifications and processing of the funds so held in accordance with this provision.

**Document/Funds Delivery:** After close of escrow, all documents, funds and statements are to be sent to the undersigned at the addresses provided to Escrow Agent.

**Escrow Fees:** Escrow Agent shall allocate fees and costs between the Parties in accordance with the Purchase Agreement. The Parties understand that in the event of cancellation of this Escrow, Escrow Agent shall be entitled to a cancellation fee and reimbursement of any direct costs incurred at the request of a Party.

**SELLER:**

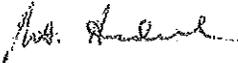
Lawrence David Blasko and Shirley Ann  
(Lowther) Blasko, Trustees of The Blasko  
Family Trust

\_\_\_\_\_  
Lawrence David Blasko, Trustee

\_\_\_\_\_  
Shirley Ann (Lowther) Blasko, Trustee

**BUYER:**

City of Simi Valley

  
\_\_\_\_\_  
By: Mike Sedell, City Manager

Agenda

Item: 8DDate: 6-11-08CITY OF SIMI VALLEY  
MEMORANDUM

June 11, 2008

**TO:** City Council  
Board of Directors, Ventura County Waterworks District No. 8  
Board of Directors, Simi Valley Community Development Agency

**FROM:** Office of the City Manager/District Manager/Executive Director

**SUBJECT:** REVIEW AND ADOPTION OF FISCAL YEAR 2008-09 BUDGET; APPROVAL OF FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2008-09 TO 2012-13; ADOPTION OF RESOLUTION FOR EMPLOYEE CLASSIFICATION AND COMPENSATION CHANGES; AND APPROVAL OF TWO FY 2007-08 SUPPLEMENTAL BUDGET REQUESTS

RECOMMENDATION

It is recommended that the City Council/Boards of Directors:

1. Review and modify, as appropriate, the Fiscal Year 2008-09 Preliminary Base Budget and the Five-Year Capital Improvement Program for Fiscal Years 2008-09 to 2012-13;
2. Review the related Capital Asset Requests, Policy Items, and Reverse Priority Items contained in the Supporting Document;
3. Review the Simi Valley Transit budget in conjunction with the agenda item to consider the Fiscal Year 2008-09 Transit Program of Projects;
4. Review the Sanitation budget in conjunction with the public hearing item to consider possible rate increases;
5. Adopt the attached resolution (page 12) establishing classifications and salary ranges for Property Officer, Tree Trimmer I, Tree Trimmer II, Custodian, Senior Custodian, Senior Instrumentation Technician, and Waterworks Plant Operator;
6. Review the recommendations associated with the development-related workload review for the Environmental Services and Public Works Departments (Attachment A, page 14);
7. Approve a Supplemental Budget Request (Attachment B, page 27) amending the FY 2007-08 Streets and Roads Program;
8. Approve the transfer of City property located at 3802 Avenida Simi to the Simi Valley Community Development Agency and approve a Supplemental Budget Request (Attachment C, page 28) amending the FY 2007-08 General Fund, Tapo Canyon/West End Tax Increment Fund, and Development Agreements Fund Annual Budgets;

Government Code Section 65401. The Planning Commission adopted Resolution No. SVPC 10-2008, finding that each proposed major public works project for Fiscal Year 2008-09 is in conformance with the Simi Valley General Plan.

#### FY 2007-08 Streets and Roads Program Budget Adjustments

Subsequent to approval of the FY 2007-08 Annual Budget, the State of California allocated \$2,007,885 of Proposition 1B Local Street and Road Improvement Funds to the City of Simi Valley for its Streets and Roads Program. In order to make the maximum use of these funds and to preserve General Fund and New Dwelling Fees Fund monies for FY 2008-09 and future year Streets and Roads Program projects, it is recommended that a Supplemental Budget Request (Attachment B, page 27) be approved allocating an additional \$867,000 of Community Development Agency funds to the FY 2007-08 Annual Major Streets Rehabilitation project and the FY 2007-08 Minor Street Overlay project. Net CDA tax increment revenues in FY 2007-08 are projected to exceed the budget by \$2.4 million.

#### Transfer of Property located at 3802 Avenida Simi to the Community Development Agency

In October 2007, the City acquired property located at 3802 Avenida Simi. The parcel represented one of the few remaining privately owned parcels within the footprint of the Simi Valley Civic Center/Rancho Tapo Community Park (generally bordered by Avenida Simi on the north, Alamo Street on the South, Tapo Canyon Road on the east, and Lemon Drive on the west). Staff recommends that the property be transferred to the Community Development Agency and that the Agency transfer the value of the property, in the amount of \$730,000, from the Tapo Canyon/West End Tax Increment Fund to the General Fund and the Development Agreements Fund. Approval of the attached FY 2007-08 Supplemental Budget Request (Attachment C, page 28) will establish the budgetary authority to accomplish the transfer of funds. The Supplemental Budget Request also provides that the funds to be transferred to the Development Agreements Fund be appropriated to pay a portion of the FY 2007-08 General Fund cost of debt service.

The following alternatives are available to the City Council/Boards of Directors:

1. Review and modify, as appropriate, the Fiscal Year 2008-09 Preliminary Base Budget and the Five-Year Capital Improvement Program for Fiscal Years 2008-09 to 2012-13;
2. Review the related Capital Asset Requests, Policy Items, and Reverse Priority Items contained in the Supporting Document;
3. Review the Simi Valley Transit budget in conjunction with the agenda item to consider the Fiscal Year 2008-09 Transit Program of Projects;
4. Review the Sanitation budget in conjunction with the public hearing item to consider possible rate increases;
5. Adopt the attached resolution (page 12) establishing classifications and salary ranges for Property Officer, Tree Trimmer I, Tree Trimmer II, Custodian, Senior Custodian, Senior Instrumentation Technician, and Waterworks Plant Operator;



Property I

### Property I

Current Owner/Title: Simi Valley Community Development Agency  
Transfer to City of Simi Valley for Governmental Use

The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property

- Property was acquired by the Simi Valley Community Development Agency in July 1988 from Theodore and Helen Ayres.
- Purchase price of \$119,229
- Current estimate of value - \$219,324 (\$26.50 psf)

The purpose for which the property was acquired

Property was acquired for the planned development of the Boys and Girls Club of Simi Valley facility. Property is located on Lemon Drive at the south side of Rancho Tapo Community Park, which is under ownership of the Rancho Simi Recreation and Park District. The property also provides vehicular circulation as well as surface public parking legally required through the development approvals for the Boys and Girls Club of Simi Valley facility and Rancho Tapo Community Park. Property to the north and east of this property is under government ownership by the Rancho Simi Recreation and Park District, property to the south is a collection of three, three-story office buildings, and the property fronts on the west to public right-of-way Lemon Drive.

Parcel data, including address, lot size, and current zoning in the former redevelopment plan or specific plan, community or general plan

- 616-0-090-29 (APN 616-0-090-09 at time of acquisition)
- Formerly 2856 Lemon Drive, Simi Valley, CA
- Parcel is .19 acres
- Zoning is CC (Civic Center Zone)

An estimate of the current value of the parcel including, if available, any appraisal information

Current estimate of value is \$219,324. Property is part of a development application approved for the construction of the Boys and Girls Club of Simi Valley. Because the property is part of this development application, the property is unavailable for future development. The parcel is fully encumbered, is not developable, provides required parking for the Boys and Girls Club facility and the Community Park, and is being use for a public purpose. No known appraisals exist for this property.

An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds

No revenues are generated from this property.

The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation

No record of environmental studies

A description of the property's potential for transit oriented development and the advancement of the planning objectives of the successor agency

The property has no potential for a transit-oriented development as the property is not of adequate size to accommodate a transit-oriented development and is not located adjacent to a fully integrated, multi-modal transportation network.

A brief history of previous development proposals and activity, including the rental or lease of property

Prior to the acquisition by the Simi Valley Community Development Agency, the property had a single family detached residence. Housing unit was removed to provide for the development of the Boys and Girls Club of Simi Valley. The 0.19-acre (8,276 square feet) City Parcel was acquired in 1988 and was intended to be part of the future development of the Club facility. The City Parcel is located adjacent to and is part of Rancho Tapo Community Park, which is owned and controlled by the Rancho Simi Recreation and Park District (Park District).

In May 1990, the City of Simi Valley and the Park District entered into a fifty-year (50) agreement to assemble the land needed for the construction of the Club facility. The agreement provides for the District to provide their property, combined with the City Parcel, to allow the City to "finance the acquisition, construction, maintenance, and operation of a community recreation center and improvements." In accordance with the agreement, the Park District is responsible for all grounds maintenance on the City Parcel. Further, the agreement provides that the City Parcel shall be incorporated into the Master Plan for Rancho Tapo Community Park.

The subject parcel is part of CC-S-4, Modification No. 2, the development application approved for the construction of the facility for the Boys and Girls Club of Simi Valley. Because the property is part of this development application, the property is unavailable for future development. The City Parcel is fully encumbered and is not developable.

The City Parcel is encumbered with a parking lot that is integrated into the Park District's community park, is part of the Rancho Tapo Community Park Master Plan providing required parking for the park and the Club facility, and is being use for a public purpose.

Address the use or disposition of all of the properties in the Fund.

Disposition of the property is the transfer to City of Simi Valley for governmental use as public parking for the Boys and Girls Club of Simi Valley and the Rancho Tapo Community Park. It is expected the property will then be transferred to Rancho Simi Recreation and Park District for governmental use per the existing agreement.

RECORDING REQUESTED BY  
 RECORDING REQUESTED BY  
 COMMERCIAL LAND TITLE-SI  
 AND WHEN RECORDED MAIL THIS DEED AND, UNLESS  
 OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:  
 NAME City of Simi Valley  
 2929 Tapo Canyon Road  
 ADDRESS Simi Valley, Calif. 93063  
 Attn: Jay Corey  
 CITY, STATE ZIP

119

88-103988 Rec Fee .00  
 Total .00  
 Recorded  
 Official Records  
 County of  
 Ventura  
 Richard D. Dean  
 Recorder  
 8:00am 25-Jul-88 AA 2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

216	0	030	090	ALL	✓
				PIN	

Title Order No. 4185564  
 Escrow or Loan No. 8623

**GRANT DEED**

THE UNDERSIGNED GRANTOR(S) DECLARE(S)  
 DOCUMENTARY TRANSFER TAX IS \$ 0 CITY TAX \$  
 XX computed on full value of property conveyed, or  
 computed on full value less value of liens or encumbrances remaining at time of sale,  
 Unincorporated area:  City of Simi Valley, and

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

**THEODORE AYRES and HELEN AYRES, husband and wife**

hereby GRANT(S) to **SIMI VALLEY COMMUNITY DEVELOPMENT AGENCY**

the following described real property in the

County of Ventura State of California:

Parcel 1:

The West 131.25 feet of Lot 6 of Subdivision No. 1 of the Tapo Ranch, in the County of Ventura, State of California, as per map recorded in Book 8, page 20 of Maps in the Office of the County Recorder of said County.

Parcel 2:

That portion of Subdivision No. 1, Tapo Ranch, in the County of Ventura, State of California, according to the map recorded in Book 8, Page 20 of Maps in the Office of the County Recorder of said County, described as follows:

Beginning at the Northwest corner of Lot 6 of said Tapo Ranch, Subdivision No. 1, in the County of Ventura, State of California; thence,

- 1st: North 42.70 feet along the right of way line of Lemon Drive, to a point; thence,
- 2nd: East 131.25 feet to a point; thence,
- 3rd: South 42.70 feet to a point in the North line of said Lot 6; thence
- 4th: West 131.25 feet to the point of beginning.

Dated July 15, 1988

*Theodore Ayres*  
 Theodore Ayres  
*Helen Ayres*  
 Helen Ayres

STATE OF CALIFORNIA } ss  
 COUNTY OF Ventura

On July 20, 1988 before me, the

undersigned, a Notary Public in and for said State, personally appeared

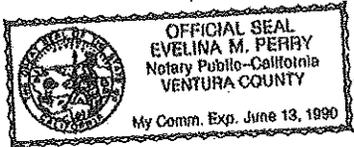
*THEODORE AYRES & HELEN AYRES*  
 AYRES, appeared to me on the

basis of satisfactory evidence, and

known to me to be the person whose name is set

forth in the within instrument and acknowledged that

they executed the same  
 WITNESS my hand and official seal



Signature *Evelina M. Perry*

(This area for official notarial seal)

CITY OF SIMI VALLEY  
CERTIFICATE OF ACCEPTANCE OF DEED

This is to certify that the interest in real property conveyed by this Deed dated July 15, 1988, 1988, from Theodore Ayres and Helen Ayres

to the above named City, a municipality, is hereby accepted by the undersigned officer on behalf of the City Council of the above named City pursuant to authority conferred by resolution of such City Council on November 24, 1969, and Grantee consents to the recording thereof by its duly Authorized Officer.

DATED:

7/11/88

By

  
M. L. Koester, City Manager  
Authorized Officer

## CITY OF SIMI VALLEY • MEMORANDUM

DATE: August 9, 1988

TO: Alice Redondo

FROM: Jay M. Corey, Deputy City Manager

SUBJECT: GRANT DEED FOR 2856 LEMON

Attached is the original copy of the Grant Deed received today for the property at 2856 Lemon. The City closed escrow on the acquisition of the property on July 15, 1988.