



Meeting Date: 12 /04/07

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Paul J. Wendt *Paul J. Wendt* Agenda Item No. I-5
 Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Other (Specify) _____

DATE: November 19, 2007

TO: City Council

FROM: Paul J. Wendt, Supervising Civil Engineer
Development Services Department *[Signature]*

SUBJECT: **Termination of a Non-Exclusive Access Easement For Landscape Maintenance Purposes and Acceptance of a Replacement Easement within Lots 1, 2 and 9 of Tract 5352-1. (Riverpark)**

RECOMMENDATION

That City Council adopt a resolution:

- 1) Terminating all rights obtained under the Grant of Non-Exclusive Access Easement For Landscape Maintenance Purposes recorded October 29, 2007, as instrument number 20071029-00201175-0 of Official Records, said easement being located within lots 1, 2, and 9 of Tract 5352-1 (Riverpark).
- 2) Accepting a replacement Grant of Non-Exclusive Access Easement For Landscape Maintenance Purposes within lots 2, and 9 of Tract 5352-1 (Riverpark).

DISCUSSION

On October 29, 2007, a Grant of Non-Exclusive Access Easement For Landscape Maintenance Purposes ("Access Easement") was recorded to allow City to enter lots 1, 2, and 9 of Tract 5352-1 (Riverpark) for the purpose of maintaining adjacent landscaping within the Public right-of-way. The proposed owner of the Riverpark Collections Shopping Center has requested that the Access Easement be more narrowly defined as described in the proposed replacement document.

FINANCIAL IMPACT

There is no anticipated financial impact to the current fiscal year 2007-2008 budget.

(PJW)

- Attachment #1 – Resolution terminating a Grant of Non-Exclusive Access Easement For Landscape Maintenance Purposes and accepting a replacement easement within lots 2 and 9 of Tract 5352-1 of Riverpark.
- Attachment #2 – Quitclaim deed and acknowledgement of termination of easement
- Attachment #3 – Grant of Non-Exclusive Access Easement For Landscape Maintenance Purposes

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
TERMINATING A GRANT OF NON-EXCLUSIVE ACCESS EASEMENT FOR
LANDSCAPE MAINTENANCE PURPOSES AND ACCEPTING A REPLACEMENT
EASEMENT WITHIN LOTS 2. AND 9 OF TRACT 5352-1 OF RIVERPARK.

WHEREAS, the City accepted a Non-Exclusive Access Easement For Landscape Maintenance Purposes in a document recorded October 29, 2007, as instrument numbers 20071029-00201175-0 of Official Records ("Existing Access Easement"); and

WHEREAS, Riverpark A, L.L.C. has requested termination of the Existing Access Easement and replacement with a revised Non-Exclusive Access Easement For Landscape Maintenance Purposes ("Replacement Access Easement") attached hereto as Exhibit 1; and

WHEREAS, the Replacement Access Easement provides City with required access for landscape maintenance purposes.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council hereby accepts the Replacement Access Easement.
2. The City Council hereby finds that with acceptance of the Replacement Access Easement, the Existing Access Easement is no longer needed.
3. The Mayor is hereby authorized to sign a Certificate of Acceptance for the Grant of Non-Exclusive Access Easement For Landscape Maintenance Purposes from Riverpark A, L.L.C..
4. The Mayor is hereby authorized to sign a Quitclaim Deed And Acknowledgement Of Termination Of Easement to RiverPark A, L.L.C., for relinquishment or rights obtained under the document recorded October 29, 2007, as instrument numbers 20071029-00201175-0 of Official Records.

Passed and adopted this ____ day of _____, 2007, by the following vote:

AYES:

NOES:

ABSENT:

Dr. Thomas E. Holden, Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez, City Clerk



Gary L. Gillig, City Attorney

000050

ATTACHMENT # 1
PAGE 1 OF 5

2921040

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:


20071029-00201175-0 1/4
Ventura County Clerk and Recorder
Philip J. Schmit
10/29/2007 08:00:00 AM
141632 \$.00 VI

City of Oxnard
305 West Third Street
Oxnard, California 93030
Attention: City Clerk

Request recording without fee - Record for the benefit of the
City of Oxnard pursuant to Section 6107 of the Government Code

Do ~~ADD~~ Assignee

Space above this line for Recorder's use

**GRANT OF NON-EXCLUSIVE ACCESS EASEMENT FOR
LANDSCAPE MAINTENANCE PURPOSES**

RiverPark A., L.L.C., a Delaware limited liability company ("Grantor"), is the owner of Lots 1, 2 and 9 of Tract 5352-1 in the City of Oxnard, County of Ventura, State of California * (the "Grantor Property"). For valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant to the City of Oxnard, a political subdivision of the State of California ("Grantee"), an irrevocable non-exclusive easement in gross for access for landscape maintenance purposes over and across the Grantor Property (the "Easement"). The Easement is granted subject to existing covenants, conditions, reservations, restrictions, rights of way and easements of record, if any.

In exercising its rights under this Easement, Grantee shall cooperate with Grantor so as to minimize disturbance of operations and activities carried on or permitted by Grantor at the property.

Dated: October 25, 2007

*As recorded in Book 150, Pages 76 to 92 of Maps

[Signatures on next page]

000051

ATTACHMENT # 1
PAGE 2 OF 5

RIVERPARK A, L.L.C.,
a Delaware limited liability company

BY: RiverPark Development, LLC, a
Delaware limited liability company,
its Sole Member

By: RiverPark Legacy, LLC,
a Delaware limited liability company,
its Sole Member

By: Shea RiverPark Developers, LLC,
a Delaware limited liability company,
its Manager

By: Shea Homes Limited Partnership,
a California limited partnership,
its Managing Member

By: J.F. Shea, L.P.,
a Delaware limited partnership,
its General Partner

By: JFS Management, L.P.,
a Delaware limited partnership,
its General Partner

By: J.F. Shea Construction Management,
Inc., a California corporation,
its General Partner

By: *Paul Kault*
Its Authorized Agent

By: *Carol A Ryan*
AUTHORIZED AGENT

000052

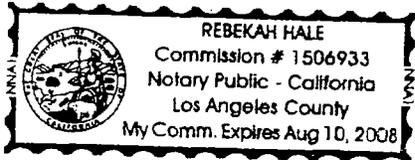
ATTACHMENT # 1
PAGE 3 OF 5

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss
COUNTY OF Los Angeles)

On Oct. 25, 2007, before me Rebekah Hale, Notary Public personally appeared David Lawetta & Carol A. Ryan, 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 on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Rebekah Hale

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____, 2007, before me _____ 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 capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

ATTACHMENT # 1
PAGE 4 OF 5

000053

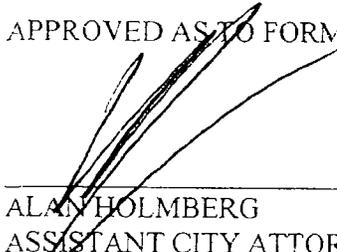
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Easement Deed dated Oct 25, 2007 from RiverPark A, LLC to the City of Oxnard, a municipal corporation and governmental agency, is hereby accepted, and pursuant to City Council Resolution 1939, recorded in book 1591, Official Records of Ventura County at page 273, the City Council consents to recordation thereof by its duly authorized officer.

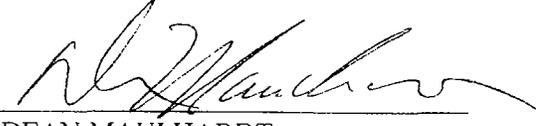
DATED: October 25, 2007

CITY OF OXNARD

APPROVED AS TO FORM:


ALAN HOLMBERG
ASSISTANT CITY ATTORNEY

By:


DEAN MAULHARDT
MAYOR PRO TEM

ATTACHMENT # 1
PAGE 5 OF 5

000054

WHEN RECORDED MAIL TO:

Riverpark Legacy
c/o Shea Homes
30699 Russell Ranch Rd., Suite 290
Westlake Village, CA 91362

Space Above This Line Reserved For Recorder's Use

QUITCLAIM DEED
AND ACKNOWLEDGMENT OF TERMINATION OF EASEMENT

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

THE CITY OF OXNARD, a political subdivision of the State of California, as Grantor,
hereby remises, releases and forever quitclaims to

RIVERPARK A., L.L.C., a Delaware limited liability company, as Grantee

All rights, title and interest to that certain real property known as Lots 1, 2 and 9 of Tract 5352-1 as recorded in Book 150, Pages 76 to 92 of Maps in the City of Oxnard, County of Ventura, State of California created under that certain Grant of Non-Exclusive Access Easement For Landscape Maintenance Purposes dated October 25, 2007 and recorded October 29, 2007 in the Official Records of the Ventura County Recorder's Office, County of Ventura, State of California as Document No. 2007-210175.

Grantor further acknowledges that such Grant of Non-Exclusive Access Easement For Landscape Maintenance Purposes is terminated.

APN No. 132-0-110-195, 132-0-110-215

Dated: _____, 2007

CITY OF OXNARD, a political subdivision of the State of California

By: _____
Name: Dr. Thomas E. Holden
Its: Mayor

APPROVED AS TO FORM:

By: _____
Name: Gary L. Gillig
Its: City Attorney

000055

ATTACHMENT # 2
PAGE 1 OF 6

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2007 before me, _____, Notary Public, 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 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.

Notary Public

000056

ATTACHMENT # 2
PAGE 2 OF 6

This instrument filed for record by
First American Title Company

2921040

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:


20071029-00201175-0 1/4
Ventura County Clerk and Recorder
Philip J. Schmit
10/29/2007 08:00:00 AM
141632 \$.00 VI

City of Oxnard
305 West Third Street
Oxnard, California 93030
Attention: City Clerk

Request recording without fee. Record for the benefit of the
City of Oxnard pursuant to Section 6103 of the Government Code.

NO ADD ASSIGNMENT

Space above this line for Recorder's use

**GRANT OF NON-EXCLUSIVE ACCESS EASEMENT FOR
LANDSCAPE MAINTENANCE PURPOSES**

RiverPark A., L.L.C., a Delaware limited liability company ("Grantor"), is the owner of Lots 1, 2 and 9 of Tract 5352-1 in the City of Oxnard, County of Ventura, State of California * (the "Grantor Property"). For valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant to the City of Oxnard, a political subdivision of the State of California ("Grantee"), an irrevocable non-exclusive easement in gross for access for landscape maintenance purposes over and across the Grantor Property (the "Easement"). The Easement is granted subject to existing covenants, conditions, reservations, restrictions, rights of way and easements of record, if any.

In exercising its rights under this Easement, Grantee shall cooperate with Grantor so as to minimize disturbance of operations and activities carried on or permitted by Grantor at the property.

Dated: October 25, 2007

*As recorded in Book 150, Pages 76 to 92 of Maps

[Signatures on next page]

ATTACHMENT # 2
PAGE 3 OF 6

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RIVERPARK A, L.L.C.,
a Delaware limited liability company

BY: RiverPark Development, LLC, a
Delaware limited liability company,
its Sole Member

By: RiverPark Legacy, LLC,
a Delaware limited liability company,
its Sole Member

By: Shea RiverPark Developers, LLC,
a Delaware limited liability company,
its Manager

By: Shea Homes Limited Partnership,
a California limited partnership,
its Managing Member

By: J.F. Shea, L.P.,
a Delaware limited partnership,
its General Partner

By: JFS Management, L.P.,
a Delaware limited partnership,
its General Partner

By: J.F. Shea Construction Management,
Inc., a California corporation,
its General Partner

By: *Paul Kaultz*
Its Authorized Agent

By: *Carol A Ryan*
AUTHORIZED AGENT

ATTACHMENT # 2
PAGE 4 OF 6

000058

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss
COUNTY OF Los Angeles)

On Oct. 25, 2007, before me Rebekah Hale, Notary Public personally appeared David Lawetta & Carol A. Ryan, 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 on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Rebekah Hale



ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____, 2007, before me _____ 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 capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

ATTACHMENT # 2
PAGE 5 OF 6

000059

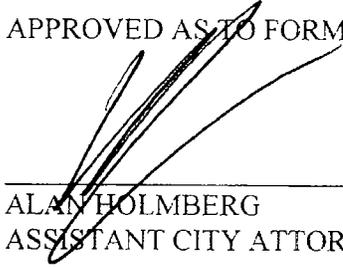
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Easement Deed dated Oct 25, 2007 from RiverPark A, LLC to the City of Oxnard, a municipal corporation and governmental agency, is hereby accepted, and pursuant to City Council Resolution 1939, recorded in book 1591. Official Records of Ventura County at page 273, the City Council consents to recordation thereof by its duly authorized officer.

DATED: October 25, 2007

CITY OF OXNARD

APPROVED AS TO FORM:


ALAN HOLMBERG
ASSISTANT CITY ATTORNEY

By: 
DEAN MAULHARDT
MAYOR PRO TEM

ATTACHMENT # 2
PAGE 6 OF 6

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CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Of Non-Exclusive Access Easement For Landscape Maintenance Purposes for an irrevocable non-exclusive easement in gross dated November 9, 2007, from Riverpark A, L.L.C. to the City of Oxnard, a political corporation and governmental agency, is hereby accepted, and pursuant to City Council Resolution No. 1939, adopted February 11, 1958, and recorded in book 1591, Official Records of Ventura County at page 273, the City Council consents to recordation thereof by its duly authorized officer.

DATED:

By:

Dr. Thomas E. Holden
Mayor

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ATTACHMENT # 3
PAGE 1 OF 12

RECORDED AT THE REQUEST OF
AN WHEN RECORDED PLEASE
RETURN TO:

City of Oxnard
305 West Third Street
Oxnard, California 93030
Attn: City Clerk

Request recording without fee. Record for the benefit
of the City of Oxnard pursuant to Section 6103 of the
Government Code

Space Above This Line Reserved For Recorder's Use

GRANT OF NON-EXCLUSIVE ACCESS EASEMENT FOR
LANDSCAPE MAINTENANCE PURPOSES

Riverpark A, L.L.C., a Delaware limited liability company ("Grantor"), is the owner of that certain real property located in the City of Oxnard, County of Ventura, State of California described more fully on Exhibit A attached hereto (the "Grantor Property"). For valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant to the City of Oxnard, a political subdivision of the State of California ("Grantee"), an irrevocable non-exclusive easement in gross to access those portions of the Grantor Property identified on Exhibit B attached hereto (the "Easement Area") for the sole purpose of landscape maintenance over and across the Easement Area (the "Easement"). The Easement is granted subject to existing covenants, conditions, reservations, restrictions, rights of way and easements of record, if any; provided, however that notwithstanding the foregoing, the Easement contained herein shall be deemed to modify and supersede that certain Grant of Non-Exclusive Access Easement For Landscape Maintenance Purposes dated October 25, 2007 and recorded October 29, 2007 in the Official Records of the Ventura County Recorder's Office, County of Ventura, State of California as Document No. 2007-210175.

In exercising its rights under the Easement, Grantee shall cooperate with Grantor and its successors and assigns to minimize disturbance of operations and activities carried on or permitted by Grantor and its successors and assigns on the Grantor Property.

APN:

132-0-110-195
132-0-110-215

[Signature Page To Follow]

GRANTOR:

RIVERPARK A, L.L.C.,
a Delaware limited liability company

BY: RiverPark Development, LLC, a
Delaware limited liability company,
Its Sole Member

BY: RiverPark Legacy, LLC.
A Delaware limited liability company,
its Sole Member

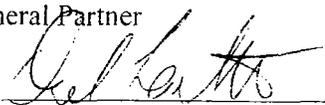
BY: Shea RiverPark Developers, LLC
a Delaware limited liability company,
Its Manager

BY: Shea Homes Limited Partnership,
a California limited partnership
its Managing Member

BY: J.F. Shea, L.P.,
a Delaware limited partnership
its General Partner

BY: JFS Management, L.P.,
a Delaware limited partnership
its General Partner

By: J.F. Shea Construction Management, Inc.,
a California corporation
its General Partner

By: 
Its: Authorized Agent

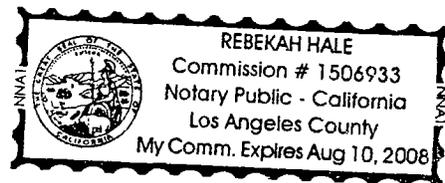
By: 
Its: Authorized Agent

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On Nov. 9, 2007 before me, Rebekah Hale, Notary Public, personally appeared David Lawletta & Lori Symaris, 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.

Rebekah Hale
Notary Public



STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2007 before me, _____, Notary Public, personally appeared _____, 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.

Notary Public

000064

EXHIBIT A

DESCRIPTION OF GRANTOR PROPERTY

That certain real property in the City of Oxnard, County of Ventura, State of California, described as follows:

Lots 2 and 9 of Tract 5352-1, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 150, Pages 76 through 92, inclusive, of Miscellaneous Records (Maps) in the office of the County Recorder of said County.

APNS: 132-0-110-195
132-0-110-215

EXHIBIT B

DESCRIPTION OF EASEMENT AREA

[See Attached]

10-1198-11 (A)

11-08-07

LEGAL DESCRIPTION ACCESS EASEMENT (MAIN COLLECTION)

That portion of Lot 9 of Tract No. 5352-1, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 150, Pages 76 through 92, inclusive, of Miscellaneous Records (Maps), together with a portion of the Rancho Santa Clara Del Norte and that certain parcel of land entitled "Street Vacation" on Exhibit "B1" and illustrated on Exhibit "A" and entitled "Street Vacation Oxnard Boulevard" on that certain Quitclaim Deed to Riverpark A, LLC recorded October 29, 2007 as Instrument No. 2007-201173 of Official Records, both in the office of the County Recorder of said County, described as follows:

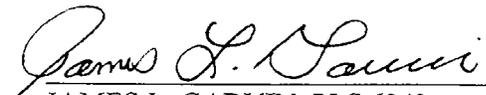
Commencing at the most Northerly corner of said Lot 9; thence South 24°20'53" West 289.74 feet along the Northwesterly line of said Lot 9 to the TRUE POINT OF BEGINNING; thence leaving said Northwesterly line South 48°11'04" East 152.83 feet to the beginning of a curve concave Southwesterly having a radius of 50.00 feet; thence Southeasterly 36.97 feet along said curve through a central angle of 42°22'09" to the beginning of a reverse curve concave Northeasterly having a radius of 50.00 feet; thence Southeasterly 25.98 feet along said curve through a central angle of 29°46'32" to the beginning of a reverse curve concave Southwesterly having a radius of 329.00 feet; thence Southeasterly 40.56 feet along said curve through a central angle of 7°03'52"; thence South 28°31'36" East 47.81 feet to the beginning of a curve concave Northeasterly having a radius of 20.00 feet; thence Southeasterly 6.82 feet along said curve through a central angle of 19°32'18"; thence South 48°03'54" East 50.00 feet; thence South 41°56'06" West 322.32 feet; thence North 48°03'54" West 208.81 feet; thence North 24°15'52" East 39.53 feet; thence North 65°39'07" West 21.28 feet to the Northwesterly line of that certain parcel of land as described in said Quitclaim Deed to Riverpark A, LLC; thence North 24°20'53" East 109.42 feet along said Northwesterly line; thence leaving said Northwesterly line South 66°04'04" East 57.85 feet; thence South 23°55'06" West 135.05 feet to a line being parallel with and 25.00 feet Northeasterly of that certain course described above as having a bearing and distance of North 48°03'54" West 208.81 feet; thence South 48°03'54" East 147.36 feet along said parallel line to a line being parallel with and 30.00 feet Northwesterly of that certain course described above as having a bearing and distance of South 41°56'06" West 322.32 feet; thence leaving first said parallel line North 41°56'06" East 154.95 feet along said parallel line to the beginning of a curve concave Westerly having a radius of 80.00 feet; thence Northerly 96.54 feet along said curve through a central angle of 69°08'25"; thence North 27°12'19" West 17.20 feet to the beginning of a curve concave Southwesterly having a radius of 495.00 feet, the Northwesterly terminus of said curve being tangent to a line being

parallel with and 82.00 feet Southwesterly of that certain course described above as having a bearing and distance of South 48°11'04" East 152.83 feet; thence Northwesterly 181.25 feet along said curve through a central angle of 20°58'45"; thence North 48°11'04" West 49.23 feet along said parallel line to said Northwesterly line of Lot 9; thence leaving said parallel line North 24°20'53" East 85.96 feet along said Northwesterly line to the TRUE POINT OF BEGINNING.

Containing an area of 1.077 acres, more or less.

Subject to covenants, conditions, reservations, restrictions, rights of way and easements, if any, of record.

See Exhibit "B" attached hereto and by this reference made a part thereof.

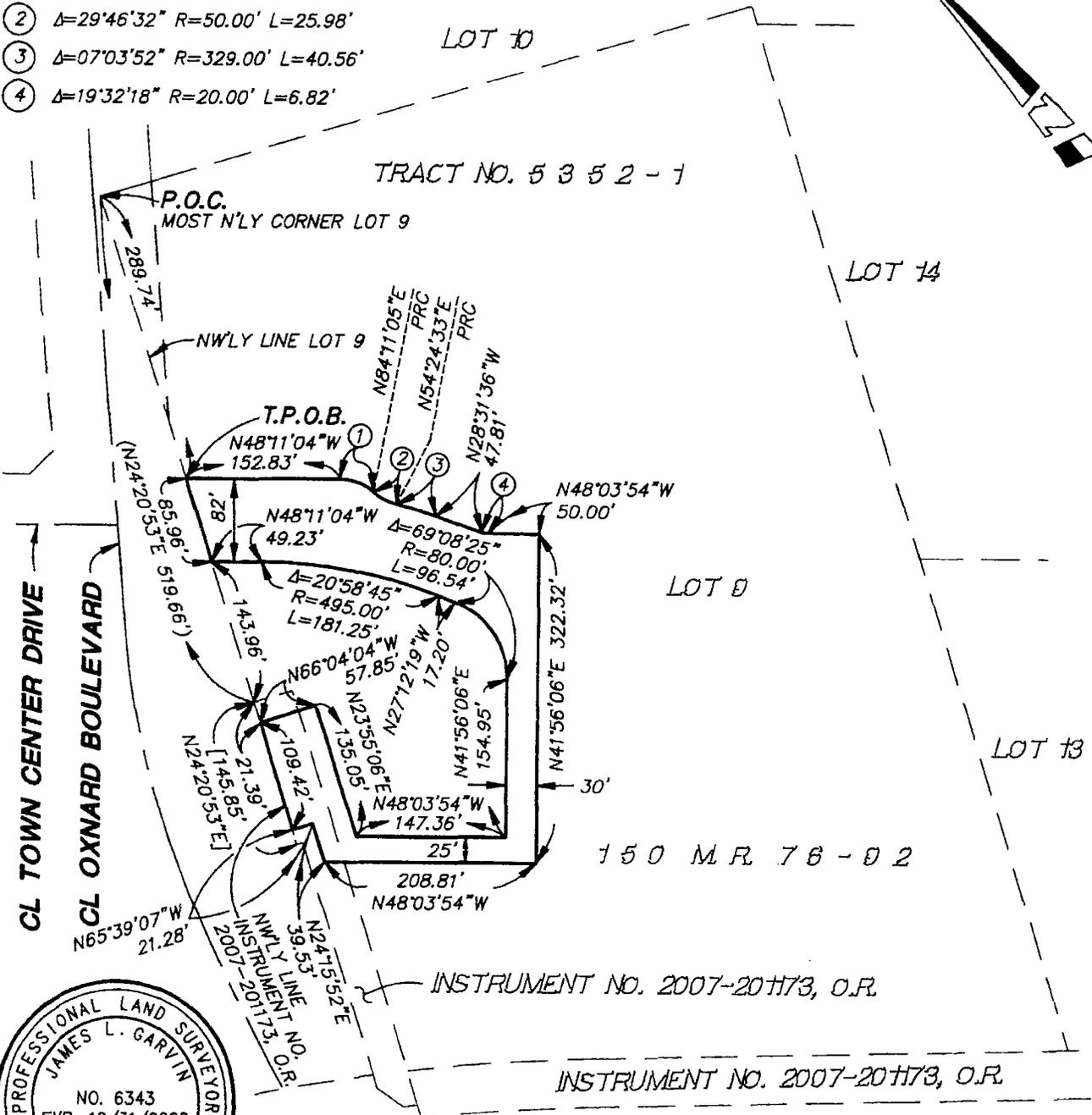
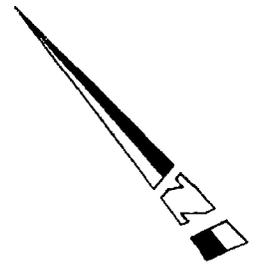


JAMES L. GARVIN, PLS 6343



CURVE DATA

- ① $\Delta=42'22''09"$ $R=50.00'$ $L=36.97'$
- ② $\Delta=29'46''32"$ $R=50.00'$ $L=25.98'$
- ③ $\Delta=07'03''52"$ $R=329.00'$ $L=40.56'$
- ④ $\Delta=19'32''18"$ $R=20.00'$ $L=6.82'$



LEGEND

(XXX) INDICATES RECORD DATA PER TRACT NO. 5352-1, 150 MR 76-92
 [XXX] INDICATES RECORD DATA PER INSTRUMENT NO. 2007-201173, O.R.

HUITT - ZOLLARS
 Huitt-Zollars, Inc. Irvine
 430 Exchange, Suite 200, Irvine, CA 92602-1315
 Phone (714) 734-5100 Fax (714) 734-5155

APPROVED BY
James L. Garvin 11-8-2007

SKETCH TO ACCOMPANY
 A LEGAL DESCRIPTION

**ACCESS EASEMENT
 (MAIN COLLECTION)**

SCALE	1"=150'
DRAWN BY	PMP
CHECKED BY	MJD
DATE	11-8-2007
JOB NO.	10-1198-11

10-1198-11 (A)

11-08-07

LEGAL DESCRIPTION ACCESS EASEMENT (WEST COLLECTION)

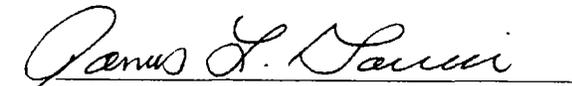
That portion of Lot 2 of Tract No. 5352-1, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 150, Pages 76 through 92, inclusive, of Miscellaneous Records (Maps), together with a portion of the Rancho Santa Clara Del Norte and that certain parcel of land described and illustrated on Exhibit "B" and entitled "Right-of-Way Vacation Document No. 2001-0215425, O.R., Within Tract No. 5532-1" on that certain Quitclaim Deed to Riverpark A, LLC recorded October 29, 2007 as Instrument No. 2007-201173 of Official Records, both in the office of the County Recorder of said County, being described as follows:

Commencing at the most Southerly corner of said Lot 2, said point also being the Southeasterly terminus of that certain course in the Southwesterly line of said Lot 2 shown as having a bearing and distance of "N 59°00'30" W 374.62' " on said Tract No. 5352-1; thence South 59°00'30" East 158.38 feet along the Southwesterly prolongation of said Southwesterly line and the Southwesterly line of the land described in said Quitclaim Deed to Riverpark A, LLC to the TRUE POINT OF BEGINNING; thence leaving said Southwesterly line North 35°10'31" East 246.52 feet to the beginning of a curve concave Southwesterly having a radius of 40.00 feet; thence Northeasterly, Northerly, and Northwesterly 58.11 feet along said curve through a central angle of 83°14'25"; thence North 48°03'54" West 220.86 feet; thence North 41°56'06" East 217.06 feet to the Northeasterly line of said Lot 2, said point being on a curve concave Northeasterly having a radius of 228.37 feet, a radial line of said curve to said point bears South 29°49'38" West; thence along said Northeasterly line, the following courses: Southeasterly 19.92 feet along said curve through a central angle of 4°59'48" to the beginning of a reverse curve concave Southwesterly having a radius of 518.04 feet, and Southeasterly 11.19 feet along said curve through a central angle of 1°14'17" to a line being parallel with and 30.00 feet Southeasterly of the Northeasterly prolongation of that certain course described above as having a bearing and distance of North 41°56'06" East 217.06 feet; thence leaving said Northeasterly line South 41°56'06" West 200.26 feet along said parallel line and its Northeasterly prolongation to a line being parallel with and 25.00 feet Northeasterly of that certain course described above as having a bearing and distance of North 48°03'54" West 220.86 feet; thence leaving first said parallel line South 48°03'54" East 207.72 feet along said parallel line and its Southeasterly prolongation; thence leaving said parallel line North 37°25'37" East 54.04 feet; thence South 52°34'23" East 51.38 feet to the Southeasterly line of the land described in said Quitclaim Deed to Riverpark A, LLC; thence along said Southeasterly line, the following courses: South 37°25'57" West 131.51 feet, South 34°28'27" West 198.82 feet, and South 56°15'27" West 31.20 feet to said Southwesterly line of the land described in said Quitclaim Deed to Riverpark A, LLC; thence leaving said Southeasterly line North 59°00'30" West 23.96 feet along said Southwesterly line to the TRUE POINT OF BEGINNING.

Containing an are of 0.587 acres, more or less.

Subject to covenants, conditions, reservations, restrictions, rights of way and easements,
if any, of record.

See Exhibit "B" attached hereto and by this reference made a part thereof.



JAMES L. GARVIN, PLS 6343



