Meeting Date: 10-27-09

ACTION	TYPE OF ITEM
☐ Approved Recommendation	■ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Richard R. Bryan Agenda Item No. I-3

Reviewed By: City Manager City Attorney Finance Other *(Specify)*

DATE: October 13, 2009

TO: Community Development Commission

FROM: Curtis P. Cannon, Community Development Director
Community Development Department

SUBJECT: **Amendment to the RiverPark Parking Facility Ground Lease and Grant of Access Easement to the Oxnard Community Development Commission located Adjacent To And North Of The 101 Freeway and West of Vineyard Avenue**

RECOMMENDATION

That Oxnard Community Development Commission approve and authorize the Chairman to execute an Amendment to Ground Lease and Grant of Easement entered into October 6, 2009 by and between Oxnard Community Development Commission and RiverPark Collection, LLC.

DISCUSSION

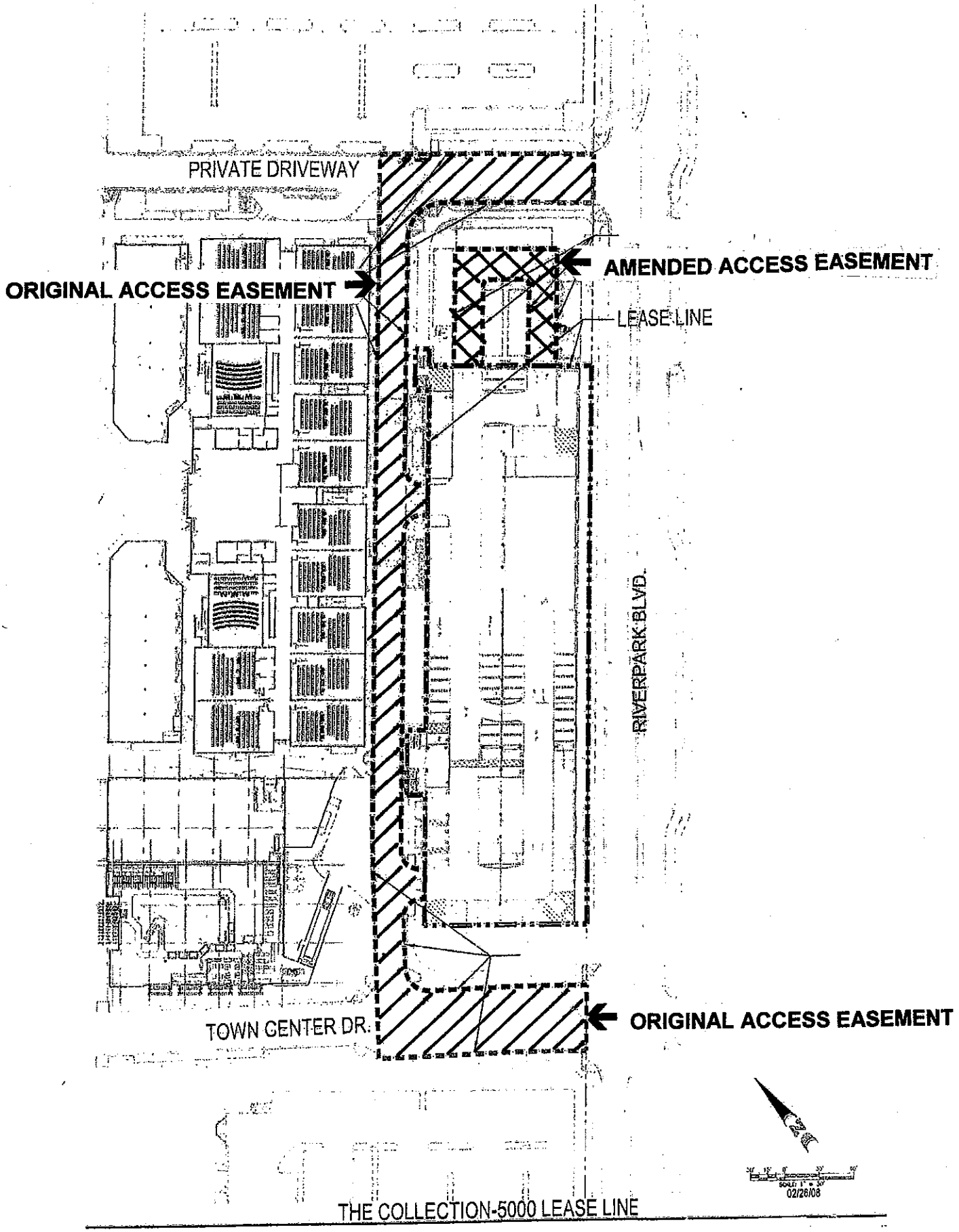
On April 22, 2009 the Oxnard Community Development Commission (CDC) agreed to finance and construct a parking facility in the 700 acre mixed-use RiverPark development. The facility serves the commercial Collection and movie theater components of the development. The facility is located on land the CDC leases from the Riverpark Collection, LLC. The lease contains a CDC access easement over land owned by the Riverpark Collection, LLC (Attachment #1). The original easement did not include access over all of the needed land owned by the Riverpark Collection, LLC. The Amendment To Ground Lease And Grant Of Easement (Attachment #2) provides the CDC the needed access over the Riverpark Collection's open air parking area that is located at the northeast end of the parking facility (Attachment #1).

FINANCIAL IMPACT

None.

rb997rp

Attachment #1 - Original and Amended Access Easement
#2 - Amendment To Ground Lease And Access Easement



Attachment #1

RECORDED AT REQUEST OF:

REQUEST RECORDING WITHOUT FEE. RECORD FOR THE BENEFIT OF THE CITY OF OXNARD PURSUANT TO SECTION 6103 OF THE GOVERNMENT CODE.

WHEN RECORDED MAIL TO:

CITY OF OXNARD
CITY CLERK'S OFFICE
305 WEST THIRD STREET
OXNARD, CA 93030

(Space Above this Line for Recorder's Use Only)

AMENDMENT TO GROUND LEASE AND GRANT OF ACCESS EASEMENT

This Amendment to Ground Lease and Grant of Access Easement (this "**Amendment**"), is entered into as of October 6, 2009 by and between by and between RIVERPARK COLLECTION, LLC, a Delaware limited liability company ("**Landlord**") and OXNARD COMMUNITY DEVELOPMENT COMMISSION, a public body, corporate and politic ("**Tenant**"), with reference to the following facts.

RECITALS

A. Landlord (as successor to Shea Properties II, LLC, a Delaware limited liability company), and Tenant, are parties to that certain Ground Lease (the "**Lease**"), dated April 22, 2008, as evidenced by that certain Memorandum of Ground Lease (the "**Memorandum of Lease**"), dated April 22, 2008 and recorded in the Official Records of Ventura County, California (the "**Official Records**") on May 13, 2008 as Document Number 20080513-00075712-0.

B. Section 1.10 of the Lease ("Access Easement") provides that:

> "During the Term of this Lease Landlord hereby grants to Tenant, a non-exclusive easement (the "Access Easement") for the purpose of public pedestrian and vehicular ingress and egress to and from the Parking Facility on, upon, over, and across that certain real property adjacent to the Ground Lease Premises and described on attached Exhibit A-2 attached hereto and incorporated herein by this reference (the "Access Easement Area"). A map showing the boundaries and relative location of the Ground Leased Premises and the Access Easement Area as of the Effective Date is attached as Exhibit A-3 and incorporated herein by this reference . . . ."

C. Landlord and Tenant mutually desire to modify Exhibit A-2 and Exhibit A-3 of the Lease in accordance with the terms and conditions set forth below.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Revised Exhibits Describing Access Easement Area. Exhibit A-2 and Exhibit A-3 of the Lease are hereby deleted in their entirety and replaced with updated Exhibit A-2 and updated Exhibit A-3, respectively, attached hereto and incorporated herein by this reference.

2. Counterparts. This Amendment may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

3. Waiver. No waiver of any provision of this Amendment shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

4. Successors and Assigns. This Amendment shall be binding on and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns.

5. Governing Law. The validity and interpretation of this Amendment shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws.

6. Definitions. All capitalized terms not otherwise specifically defined in this Amendment shall have the meanings ascribed to them in the Lease.

7. Impact of Amendment. Unless otherwise specifically amended by this Amendment, all provisions of the Lease and the Memorandum of Lease shall remain in full force.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

TENANT:

COMMUNITY DEVELOPMENT
COMMISSION OF THE CITY OF OXNARD

By: _____
Dr. Thomas E. Holden
Chairman

ATTEST:

By: _____
Daniel Martinez, Secretary

APPROVED AS TO FORM:

By: _____
Alan Holmberg
General Counsel

LANDLORD:

RIVERPARK COLLECTION, LLC,
a Delaware limited liability company

By: Shea Properties Management Company, Inc., a Delaware corporation
Its: Manager

By: _____
Name: Lee A. Pacheco
Title: Treasurer

By: _____
Name: Julia Guizan
Title: Assistant Secretary

STATE OF CALIFORNIA)
) ss
COUNTY OF Orange)

On Oct. 2, 2009, before me, S.J. Mayfield, Notary Public, personally appeared Lee A. Pacheco, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

S. J. MAYFIELD
Commission # 1763043
Notary Public - California
Orange County
My Comm. Expires Sep 9, 2011

Notary Public

(Seal)

STATE OF CALIFORNIA)
) ss
COUNTY OF Orange)

On Oct. 2, 2009, before me, S.J. Mayfield, Notary Public, personally appeared Julia Guizar, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

S. J. MAYFIELD
Commission # 1763043
Notary Public - California
Orange County
My Comm. Expires Sep 9, 2011

Notary Public

(Seal)

49998\146349v1

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Seal)
Notary Public

UPDATED EXHIBIT A-2

LEGAL DESCRIPTION OF ACCESS EASEMENT AREA

(Attached)

HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • 430 Exchange • Suite 200 • Irvine, CA 92602-1315 • 714.734.5100 phone • 714.734.5155 fax • huitt-zollars.com

10-1198-15 (A)
02-26-08
Revised
06-26-09

EXHIBIT "A-2"
PARKING STRUCTURE
ACCESS EASEMENT

Those portions of Lots 1 and 2 of Lot Line Adjustment No. 08-310-7, in the City of Oxnard, County of Ventura, State of California, as shown on Exhibit "B" recorded August 11, 2008 as Instrument No. 20080811-00122443-0 of Official Records, in the office of the County Recorder of said County, together with that portion of Lot 3 of Lot Line Adjustment No. 08-310-8, in the City of Oxnard, County of Ventura, State of California, as shown on Exhibit "B" recorded August 11, 2008 as Instrument No. 20080811-00122444-0, in said office of the County Recorder of said County, described in parcels as follows:

Parcel 1:

Commencing at the Southwesterly terminus of that certain course in the Southeasterly line of said Lot 3 shown as having a bearing and distance of "N. 41°56'06" E. 800.64' " on said Lot Line Adjustment No. LLA 08-310-8; thence along the Southeasterly line of said Lot 3 North 41°56'06" East 136.38 feet to a point on said Southeasterly line being distant thereon South 41°56'06" West 447.78 feet from the most Easterly corner of Lot 14 of Tract No. 5352-1, as shown on the map filed in Book 150, Pages 76 through 92, inclusive, of Miscellaneous Records (Maps), in the office of said County Recorder; thence leaving said Southeasterly line North 48°03'54" West 138.00 feet to a line being parallel with and 138.00 feet Northwesterly of said Southeasterly line; thence along said parallel line North 41°56'06" East 21.75 feet to the TRUE POINT OF BEGINNING; thence continuing along said parallel line North 41°56'06" East 25.00 feet; thence leaving said parallel line North 48°03'54" West 5.00 feet to the beginning of a curve concave Easterly having a radius of 15.00 feet, the Northeasterly terminus of said curve being tangent to a line being parallel with and 158.00 feet Northwesterly of said Southeasterly line; thence Northwesterly, Northerly and Northeasterly 23.56 feet along said curve through a central angle of 90°00'00" to last said parallel line; thence along last said parallel line North 41°56'06" East 260.75 feet to the beginning of a curve concave Southerly having a radius of 15.00 feet; thence leaving said parallel line Northeasterly, Easterly and Southeasterly 23.56 feet along said curve through a central angle of 90°00'00"; thence South 48°03'54" East 5.00 feet to said line being parallel with and 138.00 feet Northwesterly of said Southeasterly line; thence along last said parallel line North 41°56'06" East 25.00 feet; thence leaving said parallel line North 48°03'54" West 5.00 feet to the beginning of a curve concave Easterly having a radius of 15.00 feet, the Northeasterly terminus of said curve being tangent to said line being parallel with and

158.00 feet Northwesterly of said Southeasterly line; thence Northwesterly, Northerly and Northeasterly 23.56 feet along said curve through a central angle of 90°00'00" to last said parallel line; thence along last said parallel line North 41°56'06" East 189.76 feet to the beginning of a curve concave Southerly having a radius of 30.00 feet; thence leaving said parallel line Northeasterly, Easterly and Southeasterly 47.12 feet along said curve through a central angle of 90°00'00"; thence South 48°03'54" East 128.00 feet to said Southeasterly line, said point hereinafter referred to as Point "A"; thence along said Southeasterly line North 41°56'06" East 40.50 feet; thence leaving said Southeasterly line North 48°03'54" West 183.00 feet to a line parallel with and 183.00 feet Northwesterly of said southeasterly line; thence along said parallel line South 41°56'06" West 548.31 feet to the beginning of a curve concave Southeasterly having a radius of 1000.00 feet; thence leaving said parallel line Southwesterly 38.97 feet along said curve through a central angle of 02°13'58"; thence South 39°42'08" West 159.74 feet; thence South 50°17'52" East 91.11 feet to the beginning of a curve concave Southwesterly having a radius of 1973.00 feet; thence Southeasterly 85.00 feet along said curve through a central angle of 02°28'06" to said Southeasterly line; thence along said Southeasterly line North 41°56'06" East 54.00 feet to the beginning a non-tangent curve concave Southwesterly having a radius of 2027.00 feet, a radial line of said curve to said point bears North 42°09'51" East; thence leaving said Southeasterly line Northwesterly 87.10 feet along said curve through a central angle of 02°27'43"; thence North 50°17'52" West 46.11 feet to the beginning of a curve concave Easterly having a radius of 20.00 feet; thence Northwesterly, Northerly and Northeasterly 31.42 feet along said curve through a central angle of 90°00'00"; thence North 39°42'08" East 40.40 feet to the beginning of a curve concave Southerly having a radius of 15.00 feet, the Southeasterly terminus of said curve being tangent to a line bearing North 48°03'54" West and passing through the TRUE POINT OF BEGINNING; thence Northeasterly, Easterly and Southeasterly 24.15 feet along said curve through a central angle of 92°13'58"; thence South 48°03'54" East 2.50 feet to the TRUE POINT OF BEGINNING.

Containing an area of 0.797 acres, more or less.

Parcel 2:

Commencing at Point "A" as described in Parcel 1 herein above; thence along said Southeasterly line of said Lot 3 South 41°56'06" West 137.26 feet to a point on said Southeasterly line being distant thereon North 41°56'06" East 12.22 feet from the most Easterly corner of Lot 14 of Tract No. 5352-1 as described in Parcel 1 herein above; thence leaving said Southeasterly line North 48°03'54" West 31.00 feet to a line parallel with and 31.00 feet Northwesterly of said Southeasterly line, said point being the TRUE POINT OF BEGINNING; thence along said parallel line North 41°56'06" East 96.26 feet; thence leaving said parallel line North 48°03'54" West 86.50 feet to a line parallel with and 86.50 feet Northwesterly of last said parallel line; thence along said parallel line South 41°56'06" West 96.26 feet to a line bearing North 48°03'54" West and passing

through the TRUE POINT OF BEGINNING; thence leaving said parallel line South 48°03'54" East 24.00 feet to a line parallel with and 24.00 feet Southeasterly of last said parallel line; thence along said parallel line North 41°56'06" East 66.26 feet to the beginning of a curve concave Southerly, having a radius of 5.00 feet; thence leaving said parallel line Northeasterly, Easterly and Southeasterly 7.85 feet along said curve through a central angle of 90°00'00"; thence South 48°03'54" East 29.00 feet to the beginning of a curve concave Westerly, having a radius of 5.00 feet; thence Southeasterly, Southerly and Southwesterly 7.85 feet along said curve through a central angle of 90°00'00" to a line parallel with and 39.00 feet Southeasterly of last said parallel line; thence along said parallel line South 41°56'06" West 66.26 feet to a line bearing North 48°03'54" West and passing through the TRUE POINT OF BEGINNING; thence leaving said parallel line South 48°03'54" East 23.50 feet to the TRUE POINT OF BEGINNING.

Containing an area of 0.128 acres, more or less.

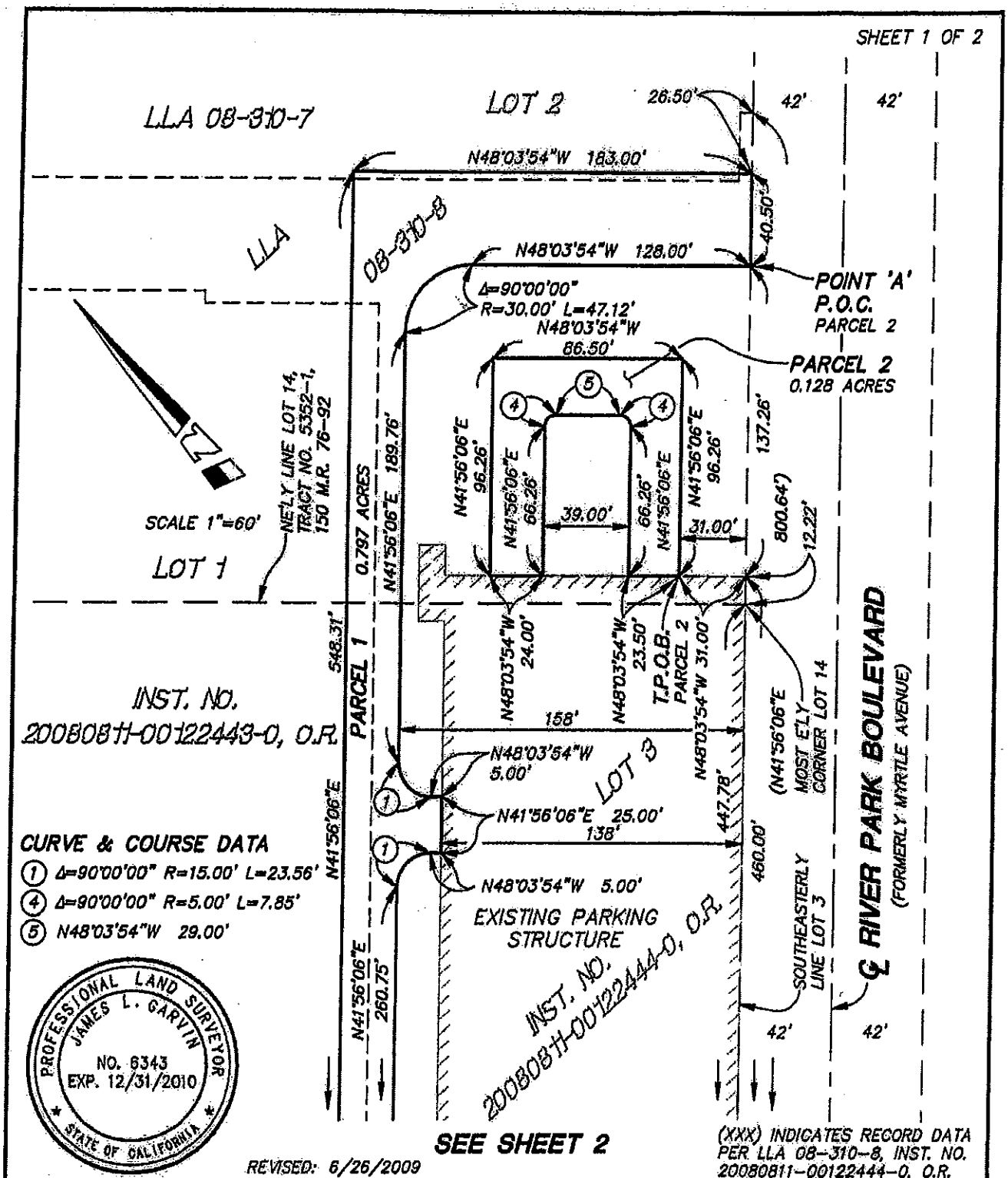
Subject to covenants, conditions, reservations, restrictions, right of way and easements, if any of record.

This legal description is being prepared for agreement purposes only and is not intended for the conveyance of land.

James L. Garvin

JAMES L. GARVIN, PLS 6343

q/10-1198-15/a/l/exa-2park/zk/jrk



HUITT-ZOLLARS

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

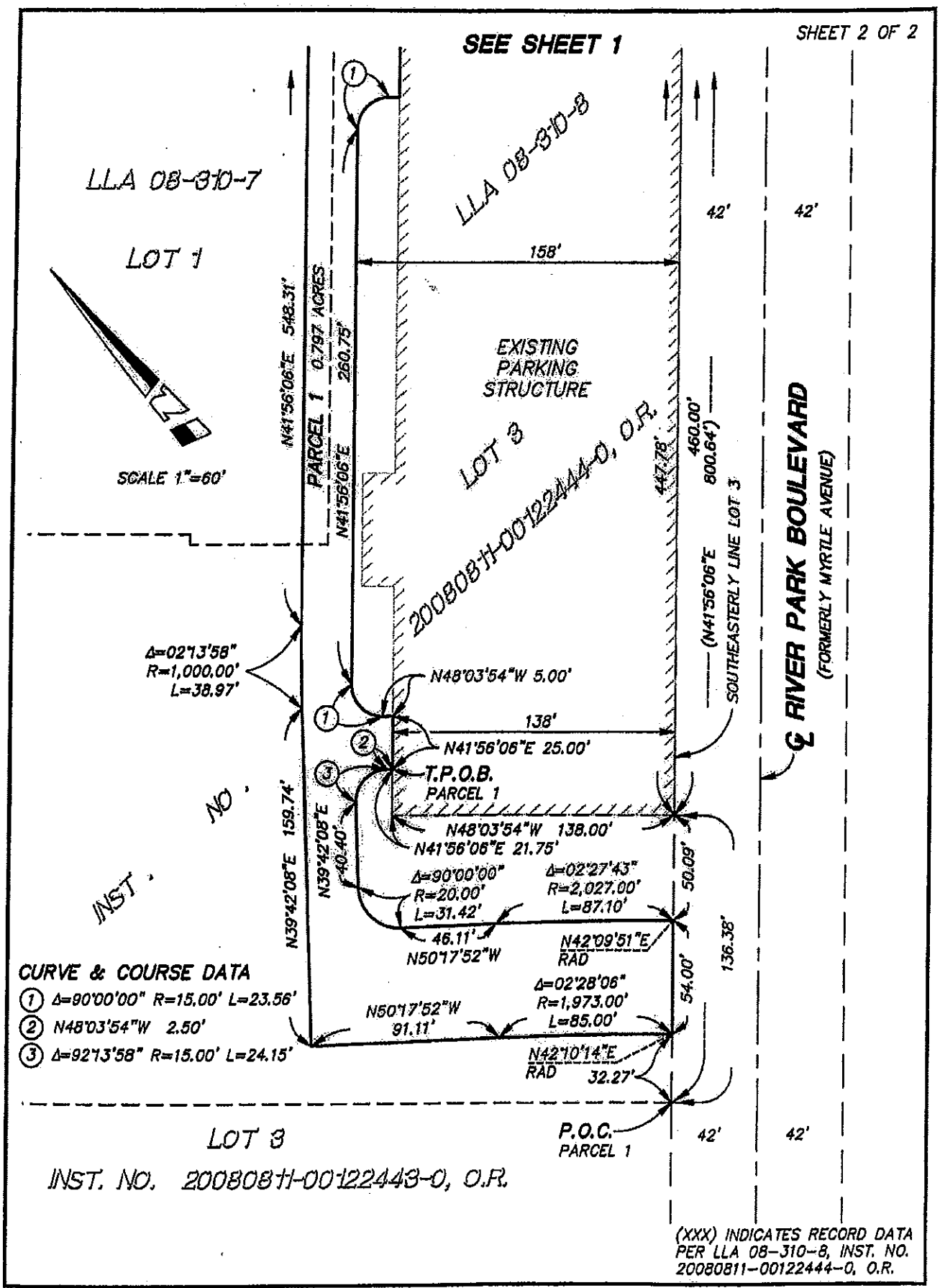
APPROVED BY James L. Garvin 6-26-2009

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

EXHIBIT A-2
PARKING STRUCTURE ACCESS EASEMENT

SCALE	1"=60'
DRAWN BY	PMP/DWM
CHECKED BY	JLG
DATE	02-26-2008
JOB NO.	10-1198-15

Q:\10119815\MAP119815\DWG\119815-EX03.DWG



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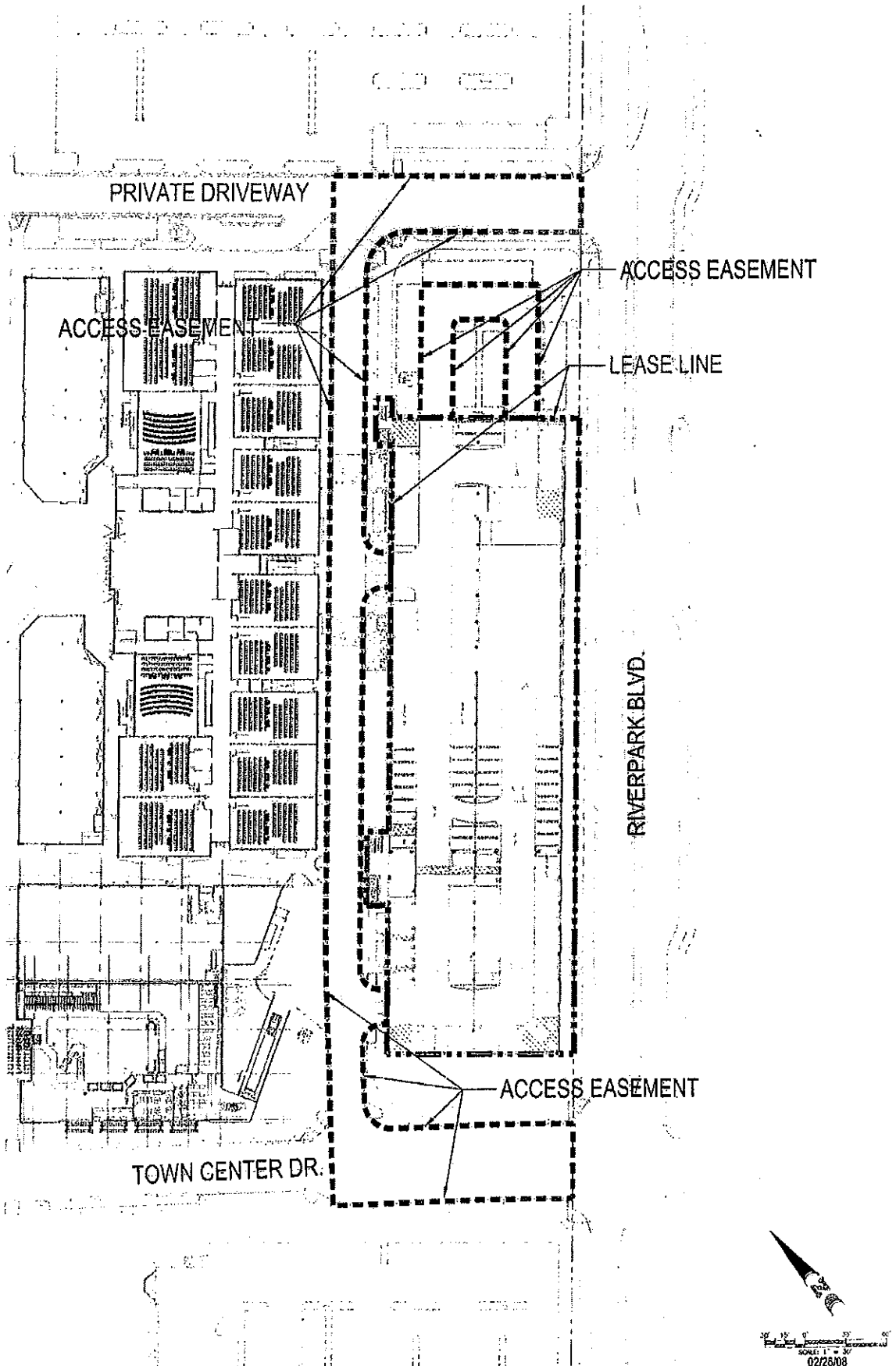
UPDATED EXHIBIT A-3

MAP OF GROUND LEASED PREMISES AND ACCESS EASEMENT AREA

(Attached)



THE COLLECTION-5000 LEASE LINE

HUITT - ZOLLARS

EXHIBIT A-3

Shea Riverpark Developers, LLC