



Meeting Date: 10/09/12

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: LB Lou Balderrama, City Engineer Agenda Item No. I-5  
 Reviewed By: City Manager [Signature] City Attorney SmF Finance [Signature] Public Works

**DATE:** September 26, 2012

**TO:** City Council

**FROM:** Rob Roshanian, Interim Public Works Director S.R.  
Public Works

**SUBJECT:** Lessee Consent Agreement, Easement Agreement and Easement Deed with Ito Farms, Inc.

**RECOMMENDATION**

That City Council:

1. Approve and authorize the Mayor to execute the Lessee Consent Agreement with George Ito for the property identified by the County Assessor as APN 223-0-030-310, located at the north side of Hueneme Road and east of Edison Drive, Agreement No.A-7523.
2. Approve and authorize the Mayor to execute an Easement Agreement with Ito Farms, Inc., for the property identified by the County Assessor as APN 223-0-030-310, located at the north side of Hueneme Road and east of Edison Drive, Agreement No. A-7524.
3. Approve and authorize the Mayor to execute the Certificate of Acceptance for an Easement Deed with Ito Farms, Inc., for the property identified by the County Assessor as APN 223-0-030-310, located at the north side of Hueneme Road and east of Edison Drive.

**DISCUSSION**

In accordance with the terms and provisions of the Development Agreement dated July 6, 2011, by and between the City of Oxnard and Ito Farms, Inc. (Grantor), George Ito (Lessee) is required to enter into a Lessee Consent Agreement with the City, at no cost, for the purpose of constructing and maintaining recycled and/or potable water pipelines, for the property identified by the County Assessor as APN 223-0-030-310 (Agreement No. A-7523), located at the north side of Hueneme Road and east of Edison Drive.

**Lessee Consent Agreement, Easement Agreement and Easement Deed with Ito Farms, Inc.**

September 26, 2012

Page 2

In addition, as part of the above-mentioned Development Agreement, Grantor is required to enter into an Easement Agreement and execute an Easement Deed to the City at no cost, for the purpose of constructing and maintaining recycled and/or potable water pipelines, for the property identified by the County Assessor as APN 223-0-030-310, located at the north side of Hueneme Road and east of Edison Drive, Agreement No. A-7524.

**FINANCIAL IMPACT**

None.

- Attachment #1 - Agreement No. A-7523
- #2 - Agreement No. A-7524
- #3 - Easement Deed
- #4 - Site Map

**SUBJECT:** City of Oxnard – Recycled Waterline Project, Hueneme Road west of Olds  
Acquisition AP# 223-0-030-310 (Ito Farms)

### LESSEE CONSENT AGREEMENT

I, the undersigned, am Lessee of the above referenced "Subject" property located off Hueneme Road in the City of Oxnard, California (the "Property"). I acknowledge that the Owner of the Property is committed to granting certain easements affecting the Property to the City of Oxnard ("City") for the City's Recycled Waterline Project ("Project") in conformance with the SouthShore Development Agreement. The locations of these easements are shown in the attached Exhibit, and are hereinafter collectively referred to for purposes of this Consent Agreement as the "Construction Corridor". As Lessee, I hereby consent to the proposed easement conveyances to the City, which include a Permanent Recycled Waterline Easement and an adjacent Temporary Construction Easement, subject to the following conditions:

1. **Advance Notice of Construction Commencement.** The City agrees to provide me (Lessee) with advance notice of the anticipated date of construction commencement, at least ninety (90) days in advance of commencement of City's Project construction on the Property. This Notice has been provided, indicating that construction is anticipated to commence in September 2012.
2. **Harvesting of Crops.** I agree to harvest all crops growing within the Construction Corridor prior to the scheduled September commencement of the City's project construction. I further agree not to replant, nor allow others to replant, anything within the Construction Corridor after the date of said Notice of Commencement of Construction, until the City's project construction and subsequent restoration of the Construction Corridor is completed by City.
3. **Property Restoration.** City agrees that it shall, at no expense to me (Lessee), and upon completion of construction, generally restore the surface of the Construction Corridor to the condition that existed prior to City's construction, to the extent reasonably practical. Restoration shall include all affected fencing, gates, waterlines, and drainage systems, including restoring same elevations post-construction as those existing prior to construction commencement, and restoring the topsoil within planted areas by segregating such upon removal and restoring same upon construction completion. Restoration of the construction corridor shall be completed promptly upon completion of the recycled pipeline installation, without delay.
4. **Modification and Protection of Irrigation and Drainage Facilities.** City shall protect or restore the existing operating irrigation and drainage systems on the Property, to the extent that any such facilities must be directly impacted by City's construction. To aid City in identifying the locations of such facilities, Lessee has identified the known locations of such facilities on the attached Exhibit. During construction, the City may undertake modifications to the irrigation and drainage facilities within the Construction Corridor in order to clear the Construction Corridor and complete its construction. Any modification or restoration of irrigation and drainage systems undertaken by the City shall be done in a manner so as to assure that flow of water for crop irrigation and field drainage purposes is not interrupted. City must ensure that drainage is maintained through the Construction Corridor throughout the construction period so that there is no increase in pooling in the farmer's adjacent fields caused by obstruction of drainage. Restoration of the operational irrigation and drainage systems shall be to a functional condition comparable to that which existed prior to City's construction.

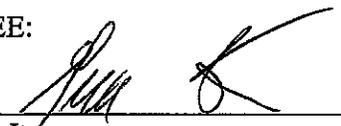
5. **Access.** City shall ensure that access across the Construction Corridor is provided to facilitate Lessee's access to adjacent farm fields during the construction period. Throughout the construction and restoration period, City shall allow safe access at designated locations where Lessee can cross the Construction Corridor to access, irrigate, maintain, plant and harvest Lessee's agricultural fields on the portions of the Property lying outside and adjacent to the Construction Corridor.
6. **Dust Control.** City shall require its contractor to implement and maintain dust control measures to minimize dust from construction throughout the construction period.
7. **Crop Damages.** City agrees to pay to Lessee the fair market value (minus standard costs of harvest and sale) of any crops growing upon the Property that are located outside of the Construction Corridor that are damaged as a result of City's construction activities. Provided the City complies with the noticing requirements of Section 1 hereinabove, the City's obligation to compensate for crop damages does not include any crops within the Construction Corridor between the time that construction is commenced and the date that construction and restoration of the Construction Corridor is completed.

In return for the specific assurances provided herein by the City, I, as Lessee, agree to hold the City and the Owner of the Property harmless and to waive any and all claims for compensation associated with City's easement acquisition and use of the Construction Corridor, except that City shall pay Lessee for any compensatory crop damages in accordance with the provisions of Paragraph 7 hereinabove.

The undersigned warrants that he has executed this Lessee Consent Agreement in his authorized capacity as Lessee of the Property, and that by his signature below, Lessee has executed this document and is bound by the terms and conditions herein. Lessee warrants that he is the only party that holds a Leasehold interest in and to the Construction Corridor across the Property.

This Lessee Consent Agreement is signed by Lessee this 17 day of July, 2012.

7/17/12  
Date

LESSEE:  
  
George Ito

**ACCEPTANCE:**

The **CITY OF OXNARD** hereby accepts this Lessee Consent Agreement and agrees to be bound by all terms and conditions contained herein.

Date: \_\_\_\_\_

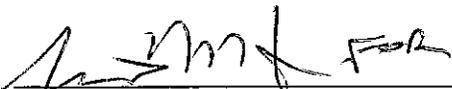
By: \_\_\_\_\_  
Name: Dr. Thomas E. Holden  
Title: Mayor

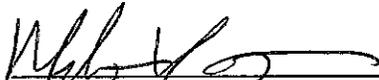
ATTEST:

\_\_\_\_\_  
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Alan Holmberg, City Attorney

  
\_\_\_\_\_  
James Cameron, Risk Manager

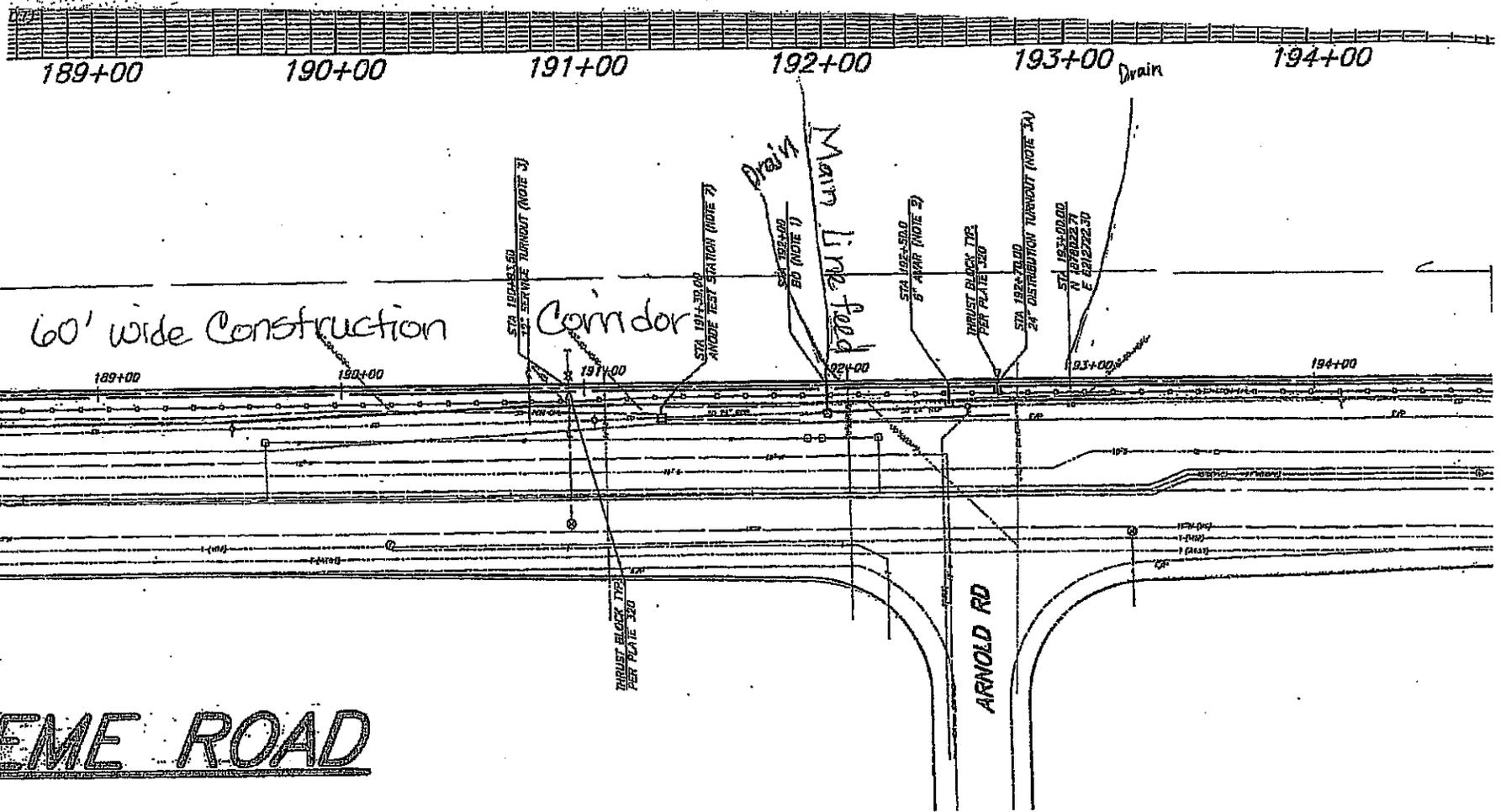
APPROVED AS TO CONTENT:

APPROVED AS TO AMOUNT:

  
\_\_\_\_\_  
Rob Roshanian, Interim Public Works Director

  
\_\_\_\_\_  
Karen R. Burnham, Interim City Manager

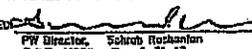
  
\_\_\_\_\_  
Lou Balderrama, City Engineer



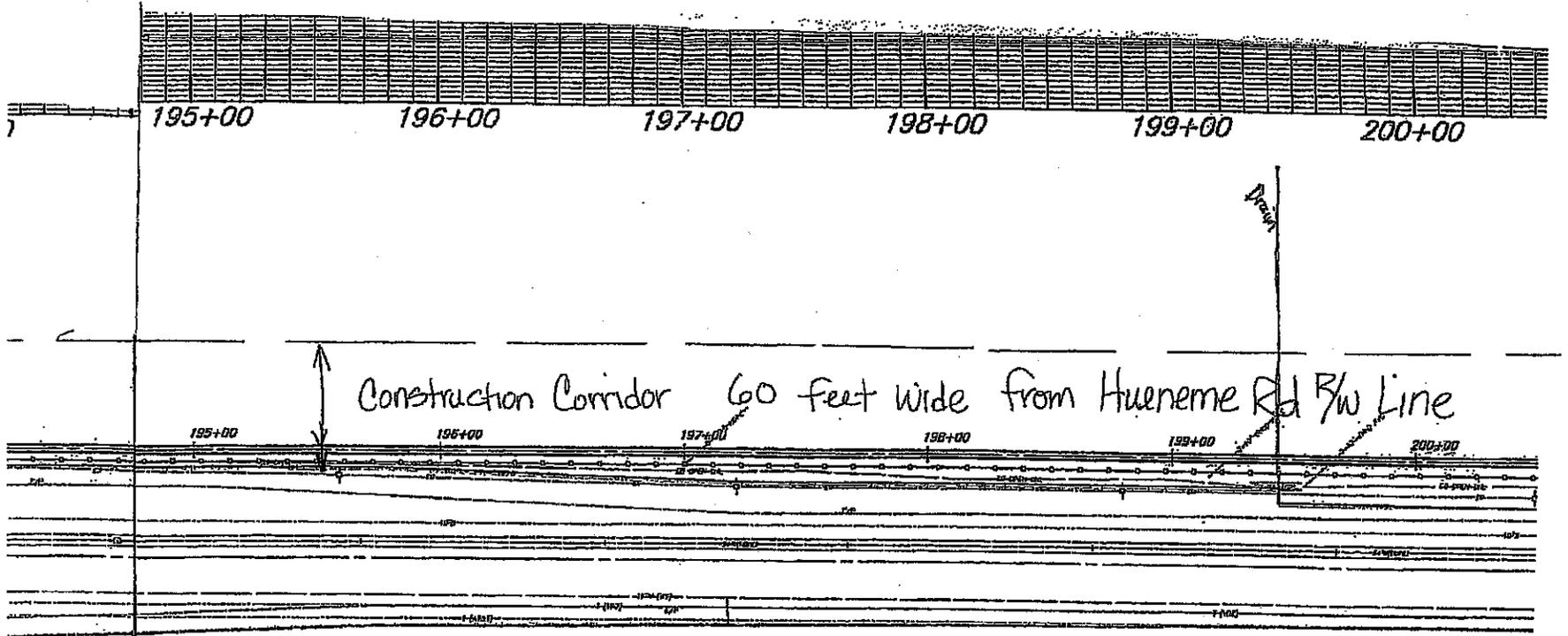
**HUENEEME ROAD**

REVISIONS			
MARK	DATE	DESCRIPTION	BY

	<b>PUBLIC WORKS</b> <b>CAPITAL PROJECTS MANAGER</b>
	PHASE I RECYCLED WATER BACKFLOW HUENEEME RD HW PROJECT HUENEEME ROAD PLAN & PROFILES STA 182+75.00 TO 194+75.00
APPROVED:  PW Director, Sarah Berkman R.O.E. 41003 Exp. 3-31-13	SCALE: HORIZ. 1"=40' VERT. 1"=4'
CHECKED BY:  5-18-12	SHEET NO. 1

Attachment No. 1  
Page 4 of 5



**HUENA**

NOTES:

1. PROVIDE AND INSTALL 8" BLOW OFF PER REVISED CITY STANDARD PLATE No. 703 SHEET No. 13
2. NOT USED
3. PROVIDE AND INSTALL SERVICE TURNOUT PER DETAIL-G SHEET No.14
4. NOT USED
5. WATER MAIN AND NON-POTABLE PIPE LINE SEPARATION PER CITY STANDARD PLATE 53
6. NOT USED
7. PROVIDE AND INSTALL ANODE TEST STATION PER DETAIL-A SHEET No.16
8. NOT USED

--- PER DETAIL - B SHEET No.14

PUBLIC WORKS  
 UTILITIES PROJECTS MANAGEMENT  
 WATER BACKBONE  
 ROAD IMPROVEMENT PROJECT  
 ROAD PLAN & PROFILE  
 5.00 TO 194+75.0

Project: City of Oxnard – Recycled Waterline Project  
APN: 223-0-030-310  
Owner: Ito Farms Inc.

**EASEMENT AGREEMENT**

This Agreement is made and entered into between **Ito Farms Inc.**, hereinafter referred to as "GRANTOR," and the **CITY OF OXNARD**. The parties agree as follows:

1. Grantor is the owner of property within the South Shore Specific Plan area. Said property is identified by the County Assessor as APN 223-0-030-310, and is hereinafter referred to as "Grantor's Land".
2. In accordance with the terms and provisions of that certain Development Agreement dated July 6, 2011, by and between the City of Oxnard ("City"), Grantor, and other parties, recorded as Document Number 20110714-00103093-0 on July 14, 2011 in the Ventura County Recorder's Office, which contains provisions requiring Grantor to grant to the City at no cost an easement for the purpose of constructing and maintaining recycled and/or potable water pipelines, Grantor has executed concurrent with this Easement Agreement an Easement Deed conveying certain easement rights to City (the "Easement"). The executed Easement Deed is delivered to City herewith for City acceptance.
3. Prior to commencing construction or moving construction equipment on to Grantor's Land, the City shall cause the City's construction contractor to provide Grantor with a certificate of insurance showing Grantor as an additional insured on such contractor's broad-form comprehensive liability and property damage policy providing single limit coverage of not less than \$2,000,000 per occurrence.

The below signatory(ies) for Grantor hereby warrant(s) that he/they are authorized to act on behalf of all parties having any ownership or possessory interests in Grantor's Land and that by signature hereon, all such parties have consented to and are bound by this Agreement.

This Agreement is signed and entered into by Grantor this 17<sup>th</sup> day of July, 2012.

GRANTOR: Ito Farms Inc

By:   
Name: WILLIAM ITO  
Title: PRESIDENT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

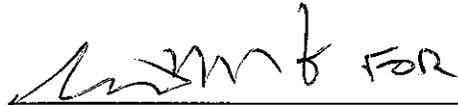
CITY OF OXNARD:

By \_\_\_\_\_ Date \_\_\_\_\_  
Name Dr. Thomas E. Holden  
Title Mayor

ATTEST:

\_\_\_\_\_  
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Rob Roshanian, Interim Public Works Director

APPROVED AS TO AMOUNT:

  
\_\_\_\_\_  
Karen R. Burnham, Interim City Manager

  
\_\_\_\_\_  
Lou Balderrama, City Engineer

Recorded at request of and  
When recorded return to:

Hamner, Jewell & Associates  
Government Real Estate Services  
4476 Market Street, Suite 601  
Ventura, CA 93003

A.P. No. 223-0-030-310  
(Ventura County)

---

Space above this line for Recorder's Use  
No fee per Government Code 6103

**NO TAX DUE**  
Per Revenue Taxation Code 11922

**City of Oxnard**

**EASEMENT DEED**

**Oxnard Recycled Waterline**

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

**Ito Farms Inc.**, a California Corporation, hereinafter referred to as "Grantor,"

Do(es) hereby GRANT to the

**CITY OF OXNARD ("CITY")**

the following interests in real property:

An Easement in gross to survey, install, construct, reconstruct, enlarge, lay, alter, operate, patrol, remove, relocate, replace, and maintain, at City's expense, an underground water conduit and related water facilities for the City of Oxnard Recycled Waterline ("Easement"). The related water facilities may include but are not limited to markers, air valves, manholes, valves, meters, surge control devices, test stations, buried communication devices, buried electrical conduits and devices, pull boxes, and all related incidents, fixtures, and appurtenances. The markers, test stations, pull boxes, blow off valves, air release valves, manholes, other related facilities, and turnouts may be located above ground or partially above ground.

This Easement is granted in accordance with the requirements of that certain Development Agreement dated July 6, 2011, by and between the City of Oxnard, Grantor, and other parties, recorded as Document Number 20110714-00103093-0 on July 14, 2011 in the Ventura County Recorder's Office, which said Development Agreement contains provisions requiring Grantor to grant to the City at no cost an easement for the purpose of constructing and maintaining recycled and/or potable water pipelines. This Easement is hereby conveyed in accordance with the requirements of said Development Agreement and it is the City's intent to design and construct such water pipeline(s) consistent with the approved Tentative Tract No. 5427, and nothing within this Easement Deed is intended to restrict, alter or otherwise modify approved Tentative Tract No. 5427. The Easement shall be in, over, on, through, within, under, and across the Easement Area of the Real Property as defined in this paragraph. The "Real Property" is in the County of Ventura, State of California, and is described in Exhibit "A", attached hereto and

---

1/5

incorporated by reference herein. The "Easement Area" which comprises the Easement is described in Exhibit "B", attached hereto and incorporated by reference herein.

The Easement(s) described herein shall be SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The facilities and improvements installed in the Easement Area collectively are referred to herein as "City's Facilities." Plans for City Facilities as they exist from time to time shall be maintained at the City's principal offices. Once installed, City shall have no obligation to modify installed facilities except as required for maintenance purposes.

2. City shall have the right of reasonable ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Easement Area at any time, without prior notice, including the right to use lanes, drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein set forth; provided, however, that nothing herein shall prevent or limit Grantor's rights to close such roadways, lanes, or rights-of-way, and to provide City with comparable alternative access to the Easement Area, as deemed reasonable by the City.

3. As the amount of earth or other fill over its facilities can affect the structural integrity of the City's underground facilities, City shall have the right to maintain the height of earth or other fill over City's underground Facilities. Grantor(s) shall not temporarily or permanently modify, or allow others to in any way modify, the ground surface elevation in the Easement Area from the elevation established upon completion of construction of the City's Facilities without the City's written consent, which consent shall not be withheld unreasonably. City's approval of Grantor's development and grading plans for the Real Property shall for all purposes hereunder constitute City's written consent. Grantor(s) shall not conduct, or permit others to conduct, grading or other development activities that have not been approved by City, or use, or permit others to use the Easement Area in a manner that is likely to damage the City Facilities.

4. The Easement(s) is subject to all existing fencing, canals, irrigation ditches, laterals, pipelines, roads, electrical transmission facilities, and communication lines existing on the date this easement is granted, and all future uses by Grantor and its successors which do not directly or indirectly interfere with or endanger the City's exercise of the rights described herein, including, without limitation, the right to use the Easement Area for agricultural purposes (excepting vegetation which endangers the integrity of City Facilities), as well the right to construct development improvements in accordance with a City-approved Development Plan; provided, however, that City shall have the right to clear and keep clear from the Easement Area all buildings, structures, walls, and other facilities of a permanent nature, and any earth cover or stockpile of material hereafter placed which interfere with City's use of the Easement Area and have been installed or placed without the City's prior written consent. Grantor shall not construct, nor permit others to construct, such permanent facilities which conflict with City's ability to use the Easement Area without the City's prior written consent. The provisions of this paragraph are not intended to prohibit or otherwise affect the construction of street and other improvements constructed by Grantor and its successors in accordance with a City-approved Development Plan. In addition to any other legal and equitable remedies for violations of this paragraph, City shall have the right to do all things necessary and proper to remove any such vegetation, structural improvements, and materials, at Grantor's expense.

5. Subsequent to the grant of this Easement, Grantor shall not grant any easements of any kind whatsoever to parties other than City and public utilities in, over, on, through, within, under and across the Easement Area without the prior written approval of the City, which approval shall not be withheld unreasonably. City's approval of a Development Plan for the Real Property that identifies any and all

new easements within the Easement Area shall be deemed City approval of said identified easements for purposes of this paragraph.

6. Grantor further grants City a temporary construction easement for the purposes of facilitating construction of City Facilities, including the right to place equipment and vehicles, pile earth thereon, and utilize said temporary construction easement for all other related activities and purposes in, on, over, under, through, and across that certain portion of the Real Property which is described and identified as "Temporary Construction Easement Area" in Exhibit "B", attached hereto and incorporated by reference herein ("Temporary Construction Easement"). Said Temporary Construction Easement shall commence ninety (90) days after issuance by City of a Notice of Commencement of Construction, which shall be issued to Grantor by U.S. Mail, and shall automatically terminate upon completion of construction of City Facilities and restoration of the Temporary Construction Easement Area, or 6 months after the date of the Notice of Commencement of Construction, whichever occurs first. In any event, without further notice, this Temporary Construction Easement shall automatically terminate, without the necessity of recording any instrument of termination, on June 30, 2013. Following the termination of the Temporary Construction Easement, City shall promptly restore, at its expense, any portion of the Real Property to the condition existing prior to City exercising its rights hereunder, provided that City shall not be obligated to replant any crops disturbed by the Temporary Construction Easement Area. Grantor agrees to harvest, or to assure that all crops growing within the Easement Area or Temporary Construction Easement Area are harvested, prior to the commencement of City's construction, provided that City provides Grantor with written ninety (90) day advance Notice of Commencement of Construction referenced in this paragraph. Grantor agrees not to replant, nor allow others to replant, anything within the Easement Area or Temporary Construction Easement Area after the date of said Notice of Commencement of Construction until all construction and restoration work is completed by City on the easement.

7. City shall be solely responsible for, and shall pay all costs or expenses associated with the installation, construction, maintenance and repair of the City facilities.

8. City shall not assign or transfer the easements granted herein without the prior written consent of Grantor, which consent shall not be unreasonably withheld, and any attempt to do so without the prior written consent of Grantor shall be null and void.

9. In the event of any litigation relating to this instrument or the breach or interpretation thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney fees and costs.

10. This instrument contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior negotiations, discussions, offers, understandings, representations and agreements with respect to the matters herein.

*Signature(s) follow on next page....*

GRANTOR: Ito Farms, Inc.

Date: 7/17/12

By: [Signature]  
Name: WILLIAM ITO  
Title: PRESIDENT

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of California

County of ORANGE

On July 17, 2012 before me, DUOC TAN NGUYEN

Notary Public, personally appeared WILLIAM KUNIO ITO  
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.

[Signature]

Signature of Notary Public



(Seal)

**CERTIFICATE OF ACCEPTANCE  
GOVERNMENT CODE SECTION 27281**

This is to certify that the City of Oxnard, a municipal corporation, hereby accepts for public purposes the real property, or interest therein, described in that deed dated July 17, 2012, from Ito Farms Inc., grantor therein, to the City of Oxnard, grantee therein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

City of Oxnard

By \_\_\_\_\_

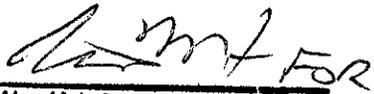
Name Dr. Thomas E. Holden

Title Mayor

ATTEST:

\_\_\_\_\_  
Daniel Martinez  
City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Alan Holmberg  
City Attorney

## LEGAL DESCRIPTION

### EXHIBIT "A"

A part of Lots 3 and 6 of Rancho El Rio de Santa Clara o'la Colonia, in the County of Ventura, State of California, as per Map of Lands in Subdivisions Numbers 72, 82 and 83 of said Rancho El Rio de Santa Clara o'la Colonia, recorded in Book 3, Page 48 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point in the North line of that certain parcel of land conveyed to Richard W. Service and Venie E. Service, his wife, by deed dated September 7, 1923, recorded in Book 29, Page 88 of Official Records, at the Southeast corner of that certain parcel of land conveyed to John Eastwood, by deed dated September 14, 1911, recorded in Book 128, Page 131 of Deeds; and running thence,

1st: South 39.75 chains to a point in the North line of Hueneme Road; thence,

2nd: West 7.044 chains to a 4" x 4" redwood post set in the North line of said Hueneme Road; thence,

3rd: North 40.22 chains to a 4" x 4" redwood post from which the Southwest corner of Lot 9, as shown upon said map, bears West 0.827 of a chain distant; thence,

4th: East 0.553 of a chain to a point; thence,

5th: South 30° 45' East 0.55 of a chain to a point; thence,

6th: East 6.21 chains to the point of beginning.

EXCEPT that portion granted to Southern California Edison Company, in deed recorded February 3, 1967, in Book 3100, Page 456 of Official Records.

#### Parcel B:

All of Lot 7 and a part of Lots 3, 6 and 8 of Subdivision Nos. 72, 83 and 82 of the Rancho El Rio de Santa Clara o'la Colonia, in the County of Ventura, State of California, as per Map recorded in Book 3, Page 48 of Maps, in the office of the County Recorder of said County, more particularly described as follows:

Beginning at a 3/4 inch iron pipe set at a point in the North line of "Hueneme Road", distant West 663.23 feet from a 4" x 4" post set at the point of intersection of said North line of "Hueneme Road" with the West line of the road locally known as and called "Olds Road", thence from said point of beginning,

1st: North 39.75 chains to a 3/4 inch iron pipe set at a point in the North line of said Lot 8; thence along the North line of said Lots 8, 7 and 6,

2nd: West 23.891 chains to the Northeast corner of that certain parcel of land conveyed by Richard W. Service and wife to John Eastwood, by deed dated November 14, 1923, recorded in Book 32, Page 185 of Official Records; thence,

3rd: South 39.75 chains along the East line of the land so conveyed to said Eastwood to a point in the North line of said "Hueneme Road"; thence along same,

4th: East 23.889 chains along the North line of said "Hueneme Road" to the point of beginning.

EXCEPT the Northerly 300 feet of Lots 7 and 8 of Subdivision Nos. 72, 83 and 82 of the Rancho El Rio de Santa Clara o'la Colonia, as per Map recorded in Book 3, Page 48 of Maps, in the office of the County Recorder of said County, and the Northerly 300 feet of that portion of Lot 6 of said Subdivision Nos. 72, 83 and 82 which lies Easterly of the Westerly line of the land conveyed to A. M. Barnard, by deed recorded in Book 149, Page 495 of Official Records.

ALSO EXCEPT an undivided one-half interest in all oil, gas, minerals and other hydrocarbon substances

EXHIBIT "A" (continued)

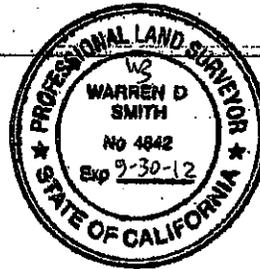
including geothermal resources lying in and under said land above described, or produced and saved therefrom; and further excepting and reserving to grantor the sole and exclusive rights to drill into, from and through said land, and all subsurface easements necessary or convenient to prospecting for, producing and developing oil, gas and other hydrocarbon substances and minerals by means of slat drilling operations conducted from surface locations outside of said land, into or through said land, to producing intervals either within or beyond said land, all subject, however, to the conditions, that, in the enjoyment of said reserved and excepted rights and interest grantor shall not enter upon the surface of said land or into the upper 500 feet thereof measured vertically from said surface, as reserved by First Interstate Bank of California, a California corporation, et al., in deed recorded March 23, 1984 AS, as Document No. 31725 of Official Records.

APN: 223-0-030-310

## EXHIBIT B

The southerly 40 feet of that certain parcel of land described in the deed to Ito Farms, Inc., recorded March 4, 1999 as Instrument No. 99-42394 in the office of the County Recorder of Ventura County, California.

**TOGETHER WITH** a temporary construction easement, 20 feet wide, lying northerly of and adjoining said strip of land.



223-0-030-310



NO SCALE

