



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: Lou Balderrama, City Engineer Agenda Item No. I-12

Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Public Works [Signature]

DATE: October 10, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director  
Public Works [Signature]

SUBJECT: Easement Agreement and Easement Deed for Recycled Water Line with the Owners of Property Located at the North Side of Hueneme Road and East of Edison Drive (APN 223-0-030-275 and APN 223-0-030-285)

**RECOMMENDATION**

That City Council:

1. Approve and authorize the Mayor to execute an Easement Agreement with RUBY ISHIMOTO; KENNY KATSUDA; JOHN KATSUDA; JAMES KATSUDA; and NORIKO KAYANO in equal shares as to that portion of said land described in deed recorded April 15, 2002, as Document No. 2002-0091005 of Official Records; JOHN M. KATSUDA, as to an undivided 6/45 interest; JAMES TADASHA KATSUDA, as Trustee of the James Tadasha Katsuda 1991 Trust initially created on April 12, 1991, as to an undivided 16/45 interest; JAMES KATSUDA, as to an undivided 1/90 interest; RUBY MITSUKO KATSUDA, as Trustee of the Ruby Mitsuko Katsuda 1992 Trust, initially created on November 4, 1992, as to an undivided 33/90 interest; KENNETH K. KATSUDA, as to an undivided 6/45 interest in and to the remainder of said land, for the property identified by the County Assessor as APN 223-0-030-275 and APN 223-0-030-285, located at the north side of Hueneme Road and east of Edison Drive, Agreement No. A-7534.
2. Approve and authorize the Mayor to execute the Certificate of Acceptance for an Easement Deed with RUBY ISHIMOTO; KENNY KATSUDA; JOHN KATSUDA; JAMES KATSUDA; and NORIKO KAYANO in equal shares as to that portion of said land described in deed recorded April 15, 2002, as Document No. 2002-0091005 of Official Records; JOHN M. KATSUDA, as to an undivided 6/45 interest; JAMES TADASHA KATSUDA, as Trustee of the James Tadasha Katsuda 1991 Trust initially created on April 12, 1991, as to an undivided 16/45 interest; JAMES KATSUDA, as to an undivided 1/90 interest; RUBY MITSUKO KATSUDA, as Trustee of the Ruby Mitsuko Katsuda 1992 Trust, initially created on November 4, 1992, as to an undivided 33/90 interest; KENNETH K. KATSUDA, as to an undivided 6/45 interest in and to the remainder of said land, for the property identified by the County Assessor as APN 223-0-030-275 and APN 223-0-030-285, located at the north side of Hueneme Road and east of Edison Drive.

**Easement Agreement and Easement Deed for Recycled Water Line with the Owners of Property Located at the North Side of Hueneme Road and East of Edison Drive (APN 223-0-030-275 and APN 223-0-030-285)**

October 10, 2012

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**DISCUSSION**

In accordance with the terms and provisions of the Development Agreement dated July 6, 2011, by and between the City of Oxnard and the owners of the property identified by the County Assessor as APN 223-0-030-275 and APN 223-0-030-285, located at the north side of Hueneme Road and east of Edison Drive (Grantor), 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 across the property. (Agreement No. A-7534).

**FINANCIAL IMPACT**

None.

Attachment #1 - Agreement No. A-7534  
#2 - Easement Deed  
#3 - Site Map

Project: City of Oxnard – Recycled Waterline Project  
APN: 223-0-030-275 & 285  
Owner: Ishimoto/Katsuda

**EASEMENT AGREEMENT**

This Agreement is made and entered into between RUBY ISHIMOTO; KENNY KATSUDA; JOHN KATSUDA; JAMES KATSUDA; and NORIKO KAYANO in equal shares as to that portion of said land described in deed recorded April 15, 2002, as Document No. 2002-0091055 of Official Records; JOHN M. KATSUDA, as to an undivided 6/45 interest; JAMES TADASHA KATSUDA, as Trustee of the James Tadasha Katsuda 1991 Trust initially created on April 12, 1991, as to an undivided 16/45 interest; JAMES KATSUDA, as to an undivided 1/90 interest; RUBY MITSUKO KATSUDA, as Trustee of the Ruby Mitsuko Katsuda 1992 Trust, initially created on November 4, 1992, as to an undivided 33/90 interest; KENNETH K. KATSUDA, as to an undivided 6/45 interest in and to the remainder of said land, hereinafter collectively 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 223-0-030-275 & 285, 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 \_\_\_ day of \_\_\_\_\_, 2012.

GRANTOR:

By: \_\_\_\_\_  
Name: RUBY ISHIMOTO

By:   
Name: KENNY KATSUDA

By: \_\_\_\_\_  
Name: JOHN KATSUDA

By: \_\_\_\_\_  
Name: JAMES KATSUDA

Project: City of Oxnard - Recycled Waterline Project  
APN: 223-0-030-275 & 285  
Owner: Ishimoto/Katsuda

**EASEMENT AGREEMENT**

This Agreement is made and entered into between RUBY ISHIMOTO; KENNY KATSUDA; JOHN KATSUDA; JAMES KATSUDA; and NORIKO KAYANO in equal shares as to that portion of said land described in deed recorded April 16, 2002, as Document No. 2002-91055 of Official Records; JOHN M. KATSUDA, as to an undivided 6/45 interest; JAMES TADASHI KATSUDA, as Trustee of the James Tadasha Katsuda 1991 Trust initially created on April 12, 1991, as to an undivided 16/45 interest; JAMES KATSUDA, as to an undivided 1/90 interest; RUBY MITSUKO KATSUDA, as Trustee of the Ruby Mitsuko Katsuda 1992 Trust, initially created on November 4, 1992, as to an undivided 33/90 interest; KENNETH K. KATSUDA, as to an undivided 6/45 interest in and to the remainder of said land, hereinafter collectively 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 223-0-030-275 & 285, 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 14 day of Aug, 2012.

GRANTOR:

X By:   
Name: RUBY ISHIMOTO

By: \_\_\_\_\_  
Name: KENNY KATSUDA

By: \_\_\_\_\_  
Name: JOHN KATSUDA

X By:   
Name: JAMES KATSUDA

By: Noriko Kayano  
Name: NORIKO KAYANO

By: \_\_\_\_\_  
Name: JOHN M. KATSUDA

GRANTOR: The James Tadasha Katsuda 1991 Trust

By: \_\_\_\_\_  
Name: JAMES TADASHA KATSUDA, Trustee

GRANTOR:

By: \_\_\_\_\_  
Name: JAMES KATSUDA

GRANTOR: The Ruby Mitsuko Katsuda 1992 Trust

By: \_\_\_\_\_  
Name: RUBY MITSUKO KATSUDA, Trustee

GRANTOR:

By: \_\_\_\_\_  
Name: KENNETH K. KATSUDA

CITY OF OXNARD:

By \_\_\_\_\_ Date \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_  
Name: NORIKO KAYANO

By: John M. Katsuda  
Name: JOHN M. KATSUDA

GRANTOR: The James Tadasha Katsuda 1991 Trust

By: \_\_\_\_\_  
Name: JAMES TADASHA KATSUDA, Trustee

GRANTOR:

By: \_\_\_\_\_  
Name: JAMES KATSUDA

GRANTOR: The Ruby Mitsuko Katsuda 1992 Trust

By: \_\_\_\_\_  
Name: RUBY MITSUKO KATSUDA, Trustee

GRANTOR:

By: \_\_\_\_\_  
Name: KENNETH K. KATSUDA

CITY OF OXNARD:

By \_\_\_\_\_ Date \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_  
Name: NORIKO KAYANO

By: \_\_\_\_\_  
Name: JOHN M. KATSUDA

GRANTOR: The James Tadasha Katsuda 1991 Trust

X By: *James Tadasha Katsuda*  
Name: JAMES TADASHA KATSUDA, Trustee

GRANTOR:

X By: *James Katsuda*  
Name: JAMES KATSUDA

GRANTOR: The Ruby Mitsuko Katsuda 1992 Trust

X By: *Ruby M. Katsuda*  
Name: RUBY MITSUKO KATSUDA, Trustee

GRANTOR:

By: \_\_\_\_\_  
Name: KENNETH K. KATSUDA

CITY OF OKNARD:

By \_\_\_\_\_ Date \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_  
Name: NORIKO KAYANO

By: \_\_\_\_\_  
Name: JOHN M. KATSUDA

GRANTOR: The James Tadasha Katsuda 1991 Trust

By: \_\_\_\_\_  
Name: JAMES TADASHA KATSUDA, Trustee

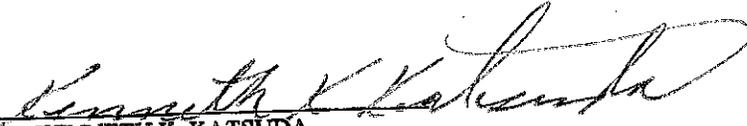
GRANTOR:

By: \_\_\_\_\_  
Name: JAMES KATSUDA

GRANTOR: The Ruby Mitsuko Katsuda 1992 Trust

By: \_\_\_\_\_  
Name: RUBY MITSUKO KATSUDA, Trustee

GRANTOR:

By:   
Name: KENNETH K. KATSUDA

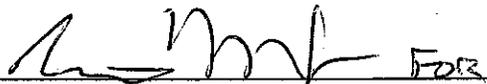
CITY OF OXNARD:

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

  
\_\_\_\_\_  
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. 223-0-030-275 & 285  
(Ventura County)

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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,

**RUBY ISHIMOTO; KENNY KATSUDA; JOHN KATSUDA; JAMES KATSUDA; and NORIKO KAYANO** in equal shares as to that portion of said land described in deed recorded April 15, 2002, as Document No. 2002-0091055 of Official Records; **JOHN M. KATSUDA**, as to an undivided 6/45 interest; **JAMES TADASHA KATSUDA**, as Trustee of the James Tadasha Katsuda 1991 Trust initially created on April 12, 1991, as to an undivided 16/45 interest; **JAMES KATSUDA**, as to an undivided 1/90 interest; **RUBY MITSUKO KATSUDA**, as Trustee of the Ruby Mitsuko Katsuda 1992 Trust, initially created on November 4, 1992, as to an undivided 33/90 interest; **KENNETH K. KATSUDA**, as to an undivided 6/45 interest in and to the remainder of said land, hereinafter collectively referred to as "Grantor,"

does 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 20110714-0013093-0 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 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.....*

This Deed may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same instrument.

GRANTOR:

Date: 7-20-12

By: *Ruby Ishimoto*  
RUBY ISHIMOTO

State of California

County of Ventura

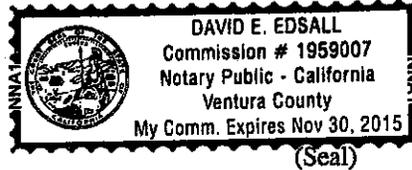
On July 20, 2012 before me, David E. Edsall

Notary Public, personally appeared Ruby Ishimoto 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.

*David E. Edsall*  
Signature of Notary Public



GRANTOR:

Date: July 24, 2012

By: *Kenny Katsuda*  
KENNY KATSUDA

State of California

County of Ventura

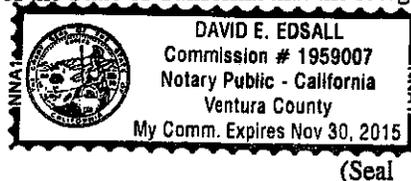
On July 24, 2012 before me, David E. Edsall

Notary Public, personally appeared Kenny Katsuda 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.

*David E. Edsall*  
Signature of Notary Public



GRANTOR:

Date: 7-16-2012

By: [Signature]  
JOHN KATSUDA

~~State of California~~  
Arizona

County of Yavapai

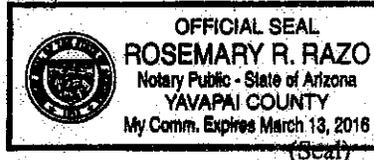
On 7/16/12 before me, Rosemary R. Razo

Notary Public, personally appeared John Katsuda  
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~~ Arizona that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Rosemary R. Razo  
Signature of Notary Public



GRANTOR:

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

By: \_\_\_\_\_  
JAMES KATSUDA

State of California

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.

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

(Seal)

GRANTOR:

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

By: \_\_\_\_\_  
JOHN KATSUDA

State of California

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.

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

(Seal)

GRANTOR:

Date: July 20, 2012

By: James Katsuda  
JAMES KATSUDA

State of California

County of Ventura

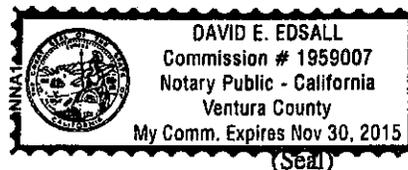
On July 20, 2012 before me, David E. Edsall,

Notary Public, personally appeared James Katsuda  
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.

David E. Edsall  
Signature of Notary Public



GRANTOR:

Date: 8/18/12

By: Noriko Kayano  
NORIKO KAYANO

State of California

County of Orange

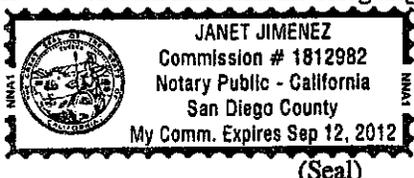
On August 18, 2012 before me, Janet Jimenez

Notary Public, personally appeared Noriko Kayano,  
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



GRANTOR:

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

By: \_\_\_\_\_  
JOHN M. KATSUDA

State of California

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.

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

(Seal)

GRANTOR:

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

By: \_\_\_\_\_  
NORIKO KAYANO

State of California

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.

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

(Seal)

GRANTOR:

Date: 7-16-2012

By: *John M. Katsuda*  
JOHN M. KATSUDA

Arizona  
State of ~~California~~

County of Yavapai

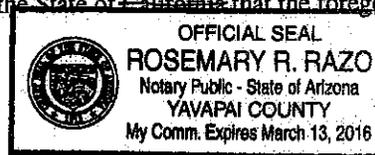
On 7/16/12 before me, Rosemary R. Razo,

Notary Public, personally appeared John m. Katsuda 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.

*Rosemary R. Razo*  
Signature of Notary Public



(Seal)

GRANTOR:

Date: July 20, 2012

The James Tadasha Katsuda 1991 Trust

By: James Tadasha Katsuda  
JAMES TADASHA KATSUDA, Trustee

State of California

County of Ventura

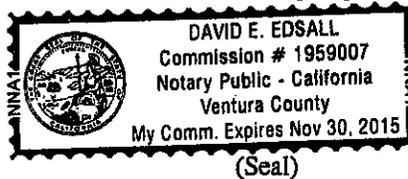
On July 20, 2012 before me, David E. Edsall

Notary Public, personally appeared James Tadasha Katsuda,  
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



GRANTOR:

Date: July 20, 2012

By: James Katsuda  
JAMES KATSUDA

State of California

County of Ventura

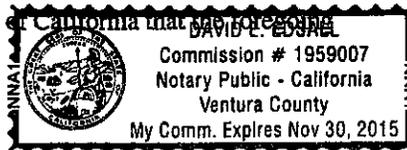
On July 20, 2012 before me, David E. Edsall

Notary Public, personally appeared James Katsuda,  
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)

GRANTOR:

The Ruby Mitsuko Katsuda 1992 Trust

Date: 7-20-12

By: *Ruby M. Katsuda*  
RUBY MITSUKO KATSUDA, Trustee Trustee

State of California

County of Ventura

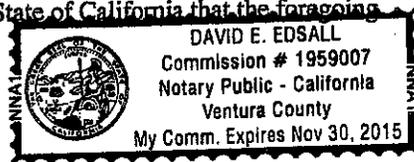
On July 20, 2012 before me, David E. Edsall

Notary Public, personally appeared Ruby Mitsuko Katsuda  
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.

*David E. Edsall*  
Signature of Notary Public



(Seal)

GRANTOR:

Date: July 24, 2012

By: *Kenneth K. Katsuda*  
KENNETH K. KATSUDA

State of California

County of Ventura

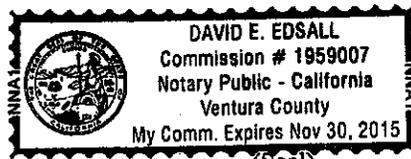
On July 24, 2012 before me, David E. Edsall

Notary Public, personally appeared Kenneth K. Katsuda  
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.

*David E. Edsall*  
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 \_\_\_\_\_, from **RUBY ISHIMOTO, KENNY KATSUDA, JOHN KATSUDA, JAMES KATSUDA, NORIKO KAYANO, JOHN M. KATSUDA, JAMES TADASHA KATSUDA**, as Trustee **JAMES KATSUDA, RUBY MITSUKO KATSUDA**, as Trustee, and **KENNETH K. KATSUDA**, grantors 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 \_\_\_\_\_

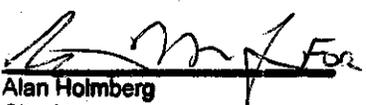
Name Dr. Thomas E. Holden

Title Mayor

ATTEST:

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

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**  
  
Alan Holmberg  
City Attorney

**LEGAL DESCRIPTION**

**EXHIBIT "A"**

Part of Subdivision 83, as the same is designated and delineated upon that certain map entitled "Map of Rancho El Rio de Santa Clara o'la Colonia, Partitioned by Order Dist. Court 1st Jud. Dist. California," and filed in the office of the County Clerk of said County, in that certain action entitled "Thomas A. Scott, et al., Pliffs. Vs. Rafael Gonzales, et al. Defts." brought for the purpose of partitioning said Rancho El Rio de Santa Clara o'la Colonia; said real property being designated and delineated as "Estate of J. Rasmussen" upon that certain map entitled "Map of Lands in Subdivisions Nos. 72, 82 and 83 of Ranch El Rio de Santa Clara o'la Colonia, Ventura County, Cal.," and recorded in the office of the County Recorder of said Ventura County, in Book 3, Page 48 of Miscellaneous Records, being described and delineated on Parcel Map Waiver No. 652, recorded December 22, 1992, as Document No. 92-232624 of Official Records.

EXCEPT therefrom one-half of the minerals, oil, gas, or other hydrocarbon substances in and under said land, without the right of surface entry or any right of entry in and to the subsurface thereof, at a depth of less than 500 feet beneath the surface for the development or removal of said substances, as provided in the deed recorded November 1, 1963, in Book 2420, Page 432 of Official Records.

A "Notice of Intent to Preserve Interest", recorded January 4, 1990, as Document No. 90-001333 of Official Records.

ALSO EXCEPT therefrom one-half interest in and to all oil, petroleum, gas, coal, asphaltum and other minerals and mineral substances of every kind and character, as provided in the deed from Lena Sinclair, a married woman formerly known as Lena Kohler and Augusta Leach, a married woman, in deed recorded April 1, 1955, in Book 1278, Page 123 of Official Records.

APN: 223-0-030-275,285

**EXHIBIT B**

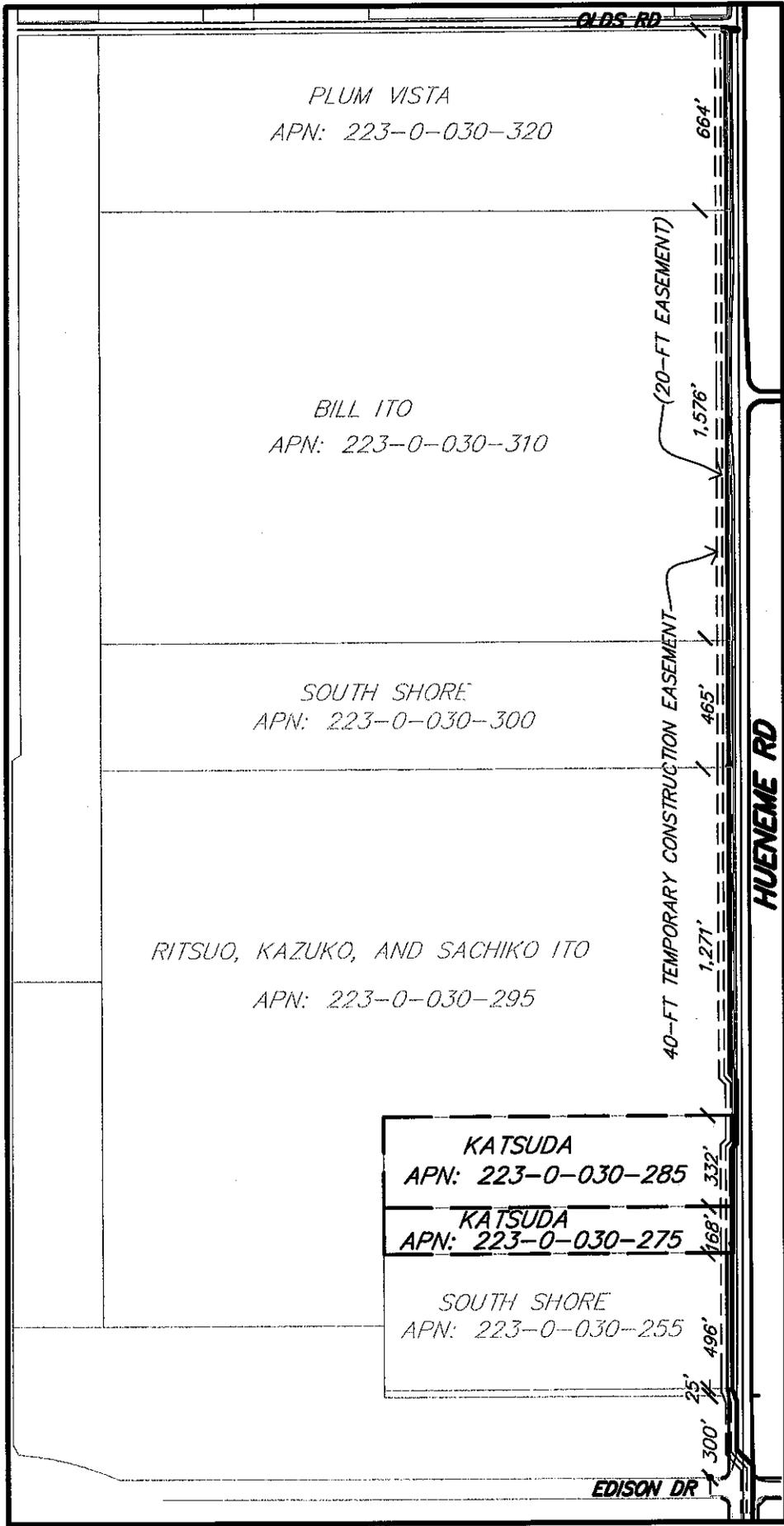
The southerly 35 feet of the westerly 232 feet, and the southerly 15 feet of the easterly 100 feet of that certain parcel of land described in the deed recorded February 15, 1995 as Instrument No. 95-19483 in the office of the County Recorder of Ventura County, California.

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



*Warren D. Smith*

223-0-030-285



PLUM VISTA  
APN: 223-0-030-320

BILL ITO  
APN: 223-0-030-310

SOUTH SHORE  
APN: 223-0-030-300

RITSUO, KAZUKO, AND SACHIKO ITO  
APN: 223-0-030-295

KATSUDA  
APN: 223-0-030-285

KATSUDA  
APN: 223-0-030-275

SOUTH SHORE  
APN: 223-0-030-255

