

RESOLUTION NO. 2010-028

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF THOUSAND OAKS APPROVING
SPECIFIC PLAN 19 (RANCHO POTRERO) **SP 2007-
70045** (APPLICANT: CITY OF THOUSAND OAKS)

WHEREAS, a specific plan is a tool for implementing a general plan within a portion of the area covered by the general plan; and

WHEREAS, on March 6, 2007, the Thousand Oaks City Council initiated SP 2007-70045 (Specific Plan 19 - Ranch Potrero), for the purpose of developing a land management plan for the 326-acre Rancho Potrero property, located on the south side of Lynn Road opposite Via Andrea; and,

WHEREAS, On January 8, 2008, the Thousand Oaks City Council, Conejo Recreation and Park District Board of Directors and the Conejo Open Space Conservation Agency Board of Directors jointly approved a conceptual plan for the Rancho Potrero property, to serve as a guide for the preparation of said Specific Plan; and,

WHEREAS, on March 22, 2010, the Planning Commission, upon giving the required notice, did conduct a duly advertised public hearing as prescribed by law to consider Specific Plan 19 and recommended that the City Council approve said application; and,

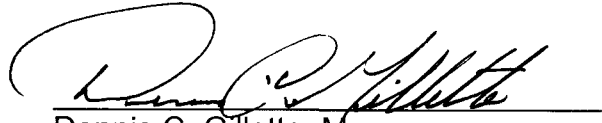
WHEREAS, upon notice duly given, a public hearing was held at a regular meeting of the City Council of the City of Thousand Oaks on April 27, 2010, at which time evidence, both oral and written, including a City Staff Report and exhibits, and the associated Final Mitigated Negative Declaration (MND) No. 253 and Mitigation Monitoring Plan were presented and received, and testimony was heard from all interested persons appearing in the matter; and

WHEREAS, a resolution is required to formalize Council action, this resolution is adopted for that purpose and reflects the action of a majority of the members of the City Council in rendering a decision on the matter at the regular meeting of April 27, 2010.

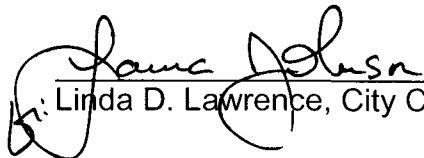
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Thousand Oaks that Final MND No 253 and the associated Mitigation Monitoring Plan are approved, and that SP 2007-70045 is approved as set forth in the document entitled "Rancho Potrero Specific Plan No. 19" dated April 27, 2010, attached hereto as Exhibit A, based on the following findings:

1. Specific Plan 19 is consistent with the Thousand Oaks General Plan.
2. Final MND No. 253 reflects the independent judgment of the City of Thousand Oaks and it is found, on the basis of the Initial Study and any comments received, that with mitigation there is no substantial evidence that the project will have a significant effect on the environment.
3. Mitigation measures identified in Final MND 253 are provided as recommended conditions of approval, and are fully enforceable through permit conditions, agreements or other measures.
4. Specific Plan 19 will serve to preserve open space, with an area adjacent to Lynn Road reserved for an equestrian center, which is consistent with General Plan goals of preserving the spaciousness and attractiveness of the Conejo Valley, providing and maintaining a system of natural open space and trails, and providing recreational opportunities consonant with community expectations.
5. Specific Plan No. 19 is consistent with the principles for land management and ownership and conceptual plan endorsed by the City Council, Conejo Recreation and Park District Board of Directors, and Conejo Open Space Conservation Agency Board of Directors.

PASSED AND ADOPTED this 27th day of April, 2010.


Dennis C. Gillette, Mayor
City of Thousand Oaks, California

ATTEST:


Linda D. Lawrence, City Clerk

APPROVED AS TO FORM:



Christopher G. Norman, Assistant City Attorney

APPROVED AS TO ADMINISTRATION:

 for:

Scott Mitnick, City Manager

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF VENTURA) SS.
CITY OF THOUSAND OAKS)

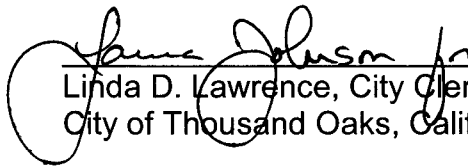
I, LINDA D. LAWRENCE, City Clerk of the City of Thousand Oaks, DO
HEREBY CERTIFY that the foregoing is a full, true, and correct copy of Resolution
No. 2010-028, which was duly and regularly passed and adopted by said City
Council at a regular meeting held April 27, 2010, by the following vote:

AYES: Councilmembers Glancy, Bill-de la Peña, Fox, and Mayor Gillette

NOES: None

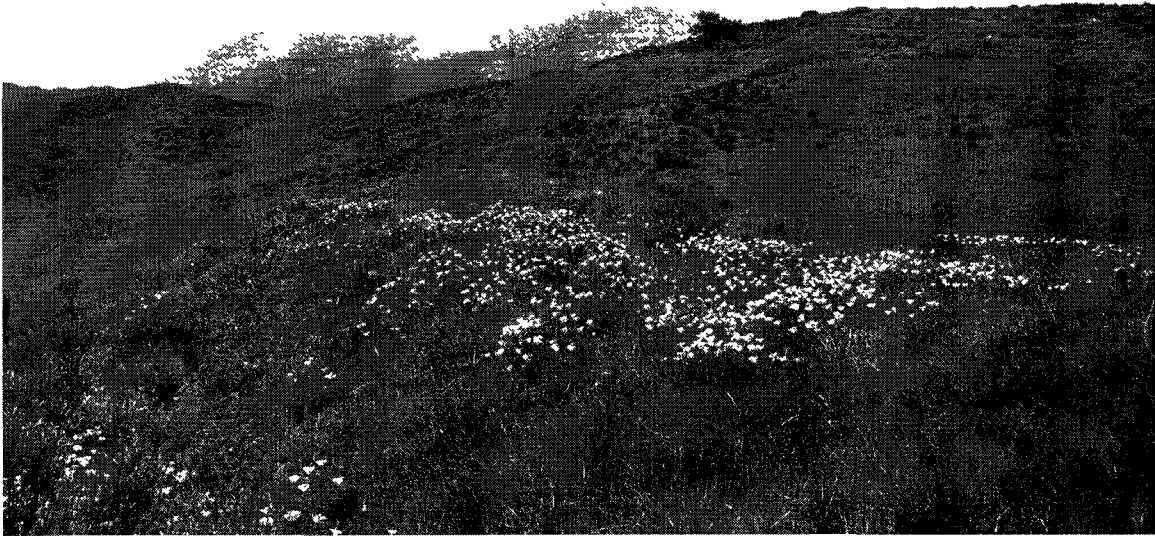
ABSENT: Councilmember Irwin

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the
official seal of the City of Thousand Oaks, California.



Linda D. Lawrence, City Clerk
City of Thousand Oaks, California

Exhibit A



RANCHO POTRERO Specific Plan No. 19

April 27, 2010

CITY OF THOUSAND OAKS
Community Development Department

**RANCHO POTRERO
SPECIFIC PLAN No. 19**

Adopted
April 27, 2010

**CITY OF THOUSAND OAKS
Community Development Department
2100 E. Thousand Oaks Boulevard
Thousand Oaks CA 91362**

**John C. Prescott AICP, Community Development Director
Mark A. Towne AICP, Deputy Director/City Planner**

Prepared by Gregory P. Smith, Senior Planner

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Exhibits

Exhibit A: Rancho Potrero Specific Plan 19 Land Use Exhibit

Exhibit B: U.S. Army Corps of Engineers Conservation Easement

I. AUTHORITY

Rancho Potrero Specific Plan No. 19 is approved in accordance with, and is authorized by, Sections 65450 through 65457 of the State of California Government Code and Sections 9-2.401 through 9-2.403 of the Thousand Oaks Municipal Code. Final Mitigated Negative Declaration (MND) No. 253, which analyzed the potential environmental effects of this Specific Plan, and its related General Plan Amendment, Pre-Zoning, Sphere of Influence amendment, and Annexation was approved by the City Council before approving this Specific Plan. The Specific Plan is consistent with the Thousand Oaks General Plan, and is a tool for implementing the policies of the General Plan, specifically the Open Space and Conservation Elements of the General Plan. This Specific Plan shall become effective upon annexation of the Specific Plan area to the City of Thousand Oaks.

II. LOCATION AND BOUNDARIES

Rancho Potrero encompasses 326 acres of land, located along the south side of Lynn Road, opposite the intersection of Via Andrea and the Dos Vientos Ranch development, as shown in Figure 1 on the next page. The Specific Plan includes Assessor's Parcel Numbers 694-0-060-285 and 694-0-060-305.

III. PURPOSE AND INTENT

In 1993, the Conejo Recreation and Park District (CRPD) and the City of Thousand Oaks jointly financed the purchase of the subject property from private interests. The purpose of the acquisition was to preclude residential development of the land and achieve appropriate public use.

Title to the majority of the property (306 acres) is currently held in trust for the City and CRPD by the Mountains Recreation and Conservation Authority (MRCA). The remaining 20 acres, occupied by an equestrian center, is owned by the Conejo Open Space Conservation Agency, a joint powers authority between CRPD and the City.

Rancho Potrero Specific Plan No. 19 is the vehicle for establishing and implementing appropriate planning and management of this property in accordance with the design standards and land use regulations set forth herein.

The basic objective of the Specific Plan is to ensure the long-term use and management of the majority of the property as open space, with limited areas set aside for compatible recreational and equestrian center uses.

Unless specifically waived or modified herein, all applicable regulations of the Thousand Oaks Municipal Code, and all other resolutions and policies related to land use shall apply to the Specific Plan area.

Related Legislative Actions

Specific Plan No. 19 is related to concurrent legislative actions, including (1) General Plan amendment LU 2007-70060, an amendment to the Land Use Element of the General Plan to expand the City's Planning Area by approximately 156 acres to include the southerly portion of the Specific Plan area and designate it as "Existing Parks, Golf Courses, Open Space"; and (2) pre-zoning application Z 2007-70773 to pre-zone 306 acres as Open Space (OS), and the 20-acre equestrian center as Public, Quasi-Public, and Institutional Lands and Facilities (P-L).

Also related to the Specific Plan is a proposal, which must be approved by the Ventura County Local Agency Formation Commission (LAFCO) to expand the Spheres of Influence of the City of Thousand Oaks and the Conejo Recreation and Park District to include the Specific Plan area, and also annex the Specific Plan area to both the City of Thousand Oaks and the Conejo Recreation and Park District and detach it from the Ventura County Resource Conservation District (ANX 2007-70061). The Specific Plan area is contiguous to the present Sphere of Influence boundary, the City limits, and the CRPD boundary.

The City's "Area of Interest" is coterminous with the City's Planning Area boundary in this area. The proposal submitted to LAFCO also will include a request to adjust the Area of Interest boundary in the same manner as described above for the Planning Area boundary. This action will also align both of those boundaries with the proposed City limits and Sphere of Influence boundary.

IV. SPECIFIC PLAN SETTING

Natural Features

The most significant topographic feature within the Specific Plan area is an east-west trending ridgeline midway through the Specific Plan area that flanks the southerly edge of Potrero Valley. The terrain drops off steeply and becomes very rugged within the southerly portion of the Specific Plan area.

North of the ridgeline, the terrain within the Specific Plan is more gently sloping, becoming nearly level adjoining Lynn Road. Several small knolls

dot the intervening landscape, including a prominent hill situated at the westerly edge of the Specific Plan area.

Elevations range from approximately 770 feet above sea level along the southern property boundary to approximately 900 feet along the northern boundary, with a maximum of 1,120 feet on the ridgeline.

Wildlife

Seventeen (17) species of wildlife that are considered “sensitive”, or of “special concern” to the California Department of Fish and Game and U.S. Fish and Wildlife Service are considered likely to occur on-site given the presence of a combination of suitable habitat, year-round water and large contiguous areas of natural open space within the Santa Monica Mountains.

The Conservation Element of the Thousand Oaks General Plan has identified Rancho Potrero as part of a regionally significant wildlife movement corridor, which increases its importance to species that tend to have larger ranges or territories such as mule deer, coyote, fox, bobcat and mountain lion.

In addition, extensive grasslands found in the lowland portions of the site are particularly important to birds of prey including eagles, hawks, owls, falcons and kites. A comprehensive resource inventory of the Rancho Potrero property is available for public review under separate cover, which includes detailed maps, as well as descriptions of sensitive plant and animal species, habitats and wildlife pathways.

Jurisdictional Wetlands

In 1999 a wetland and riparian re-vegetation project was undertaken on-site that significantly expanded these habitats within a tributary drainage to the South Branch of the Arroyo Conejo Creek. Identified as Sub-Area 7 within Specific Plan No. 19, this area is approximately 11 acres in size and is permanently preserved through a conservation easement granted by the Mountains Recreation Conservation Authority to the U.S. Army Corps of Engineers (Exhibit B).

Existing Equestrian Center

An equestrian facility that previously operated on the Dos Vientos Ranch was moved to Rancho Potrero in 1995. It is now operated by a private vendor under a sub-lease from the City of Thousand Oaks, which in turn leases the property from COSCA. The equestrian center provides for horse boarding, riding lessons, horse rental and special equestrian events.

Regional Setting

The National Park Service owns the land immediately to the south and east of Rancho Potrero, which is part of the Santa Monica Mountains National Recreation Area (SMMNRA). Point Mugu State Park is located south of these National Park Service parcels, and within about half a mile of the Specific Plan area.

Rancho Potrero is located within the boundaries of the Santa Monica Mountains Comprehensive Plan (SMMCP), which was adopted in 1979 and endorsed by the City of Thousand Oaks in City Council Resolution 79-158. The principal goal of this Plan is "to establish a comprehensive and specific plan for the future development of the Santa Monica Mountains consistent with the conservation and preservation of that resource".

Specific Plan 19 is consistent with this goal since its primary function is to ensure that the vast majority of the Rancho Potrero property will remain as natural open space, with only limited recreational use permitted.

V. LAND MANAGEMENT PLAN

For purposes of more precise planning and regulation, the Specific Plan area has been divided into a number of Sub-Areas, the location and boundaries of which are depicted on the attached Exhibit A, the Land Use Exhibit.

Overview of Permitted Facilities and Uses

The majority of the Rancho Potrero property (approximately 306 acres in Sub-Areas 1 through 4 and 7 through 10) is planned as permanent natural open space, owned and managed by COSCA. These Sub-Areas shall be subject to the COSCA Management Policies and Guidelines.

Except for the equestrian center (Sub-Area 6), no vehicular access shall be permitted on existing or temporary roads except for emergencies, routine maintenance, ranger patrols, and other permitted activities. The principal means of public access will be provided by a multi-use trail system with only limited parking available at designated locations, such as trailheads. Limited facilities will also be provided to accommodate group picnics, outdoor education, and other scheduled activities managed by the Conejo Recreation and Park District.

The equestrian center (Sub-Area 6, directly adjacent to Lynn Road) was established pursuant to a Special Use Permit issued by the City of Thousand Oaks. This is a permitted use for this Sub-Area under Specific Plan 19.

Sub-Area 9, located within the open space area near the easterly boundary of the Specific Plan, adjacent to Rancho Sierra Vista, is designated as the location of a shade/picnic structure to accommodate a maximum of approximately 60 people at any one time. Restrooms necessary to serve this Sub-Area are permitted at this location as well. Public access from adjacent Rancho Sierra Vista would be provided in a future phase, which would include a small expansion of the existing parking lot on that property, and certain landscape and other enhancements as approved by the National Park Service. Most people would walk to Sub-Area 9 from the parking lot. A controlled-access limited-use service road from the parking lot is also planned in a future phase. This road could also be used for disabled access.

VI. SUB-AREA REGULATIONS

The following regulations regarding permitted facilities, uses and design standards are specifically established for the Sub-Areas within Specific Plan 19 in order to:

- 1) Ensure that any permitted facilities or uses are compatible with the intent and purposes of the policies set forth in the Land Use, Conservation and Open Space Elements of the Thousand Oaks General Plan;
- 2) Recognize and protect the intrinsic ecological value of the surrounding Santa Monica Mountains;
- 3) Ensure that facilities and structures will be compatible with, and have a minimal impact on, adjacent or nearby land.

General

Unless stated otherwise herein, land within Sub-Areas 1 through 5 and 7 through 10 shall be governed by the regulations of the City's Open Space (OS) Zone, and use of land within Sub-Area 6 shall be limited as set forth herein and shall comply also with the applicable development standards of the City's Public, Quasi-Public and Institutional Lands and Facilities (P-L) Zone and a City-issued Special Use Permit. This Specific Plan shall constitute the land use entitlement for facilities identified in the other Sub-Areas of the Specific Plan. All such facilities shall be subject to the restrictions and conditions set forth herein.

Sub-Area 1 (Picnic Grove and Related Uses)

Permitted Facilities:

- (a) Ride-in corral, landscaped picnic grove, portable public restroom, outdoor classroom (benches only) native plant garden;
- (b) Multi-use trails and hitch-racks;
- (c) Minimal signage for regulatory and directional purposes;
- (d) Recycling and regular trash containers to minimize littering;
- (e) Existing paved or unpaved roads in order to provide emergency access and facilitate ranger patrols; and
- (f) Water laterals sized to meet the minimum requirements for landscape irrigation, equestrian and public use.

Permitted Uses:

- (a) Group picnics, outdoor educational programs, equestrian activities, and similar uses;
- (b) Conservation, nature study and habitat restoration;
- (c) Only other similar uses that are permitted uses identified in the City's Open Space (OS) Zone and are also determined to be consistent with the Specific Plan by the Community Development Director or designee.

Design Standards:

- (a) All permanent structures shall be of rustic design that harmonizes with the natural environment in terms of color, construction materials and placement on-site;
- (b) Potential impacts to native vegetation, sensitive wildlife habitats and natural landform contours shall be avoided to the maximum degree feasible;
- (c) Landscape materials shall be drought-tolerant and consist entirely of native plant species;
- (d) Brush clearance, if necessary, shall be restricted to the removal of non-native vegetation to the extent feasible, and shall retain

specimen native plants in accordance with Fire Protection District standards.

Sub-Areas 2, 3 and 4 (Picnic Areas)

Permitted Facilities:

- (a) Picnic tables;
- (b) Hitch-racks; and
- (c) Minimal signage for regulatory and directional purposes.

Permitted Uses:

- (a) Passive recreational activities,
- (b) Only other similar uses that are permitted uses identified in the City's Open Space (OS) Zone and area also determined to be consistent with the Specific Plan by the Community Development Director or designee.

Sub-Area 5 (Trailhead)

Permitted Facilities:

- (a) Parking area capable of accommodating approximately 30 vehicles, including horse trailers;
- (b) Public restrooms;
- (c) Trails, trailhead kiosks and interpretative displays;
- (d) Minimum regulatory and directional signage; and
- (e) Accessory facilities incidental to, or a functional component of, any permitted facility.

Permitted Uses:

- (a) Vehicle parking for trail users;
- (b) Only other similar uses that are permitted uses identified in the City's Open Space (OS) Zone and area also determined to be consistent with the Specific Plan by the Community Development Director or designee.

Design Standards:

- (a) All permanent structures (e.g., kiosks, displays, signage) shall be of a rustic design that harmonizes and blends with the natural environment in terms of color, construction materials and placement on-site;
- (b) Landscape materials shall be drought tolerant and consist entirely of native species;
- (c) Bio-filtration technology shall be used to retain and treat nuisance water runoff from the parking lot area; and
- (d) Water and wastewater laterals sized to meet minimum infrastructure requirements. Alternative technologies may be utilized in lieu of a wastewater lateral if feasible.

Sub-Area 6 (Equestrian Center)

Use, placement and construction of facilities within Sub-Area 6 shall require approval of a Special Use Permit (SUP) by the City of Thousand Oaks, and shall comply with the conditions of that permit and the following standards:

Permitted Facilities:

- (a) Roads, trails, walkways and bridle-paths in order to facilitate public and equestrian access and accommodate permitted activities;
- (b) Fencing, corrals, arenas, stalls, tack sheds, storage bins, barns and shade structures for livestock and equestrian center users;
- (c) Caretaker's residence and business office;
- (d) Restrooms for users of the equestrian center; and
- (e) Public access to the adjacent trailhead in Sub-Area 5.
- (f) Accessory facilities incidental to, or a functional component of, any permitted use.

Permitted Uses:

Use within Sub-Area 6 is limited to a public equestrian center which may comprise the following components subject to a City-approved Special Use Permit:

- (a) The boarding of domestic livestock, including horses, cattle, sheep, and other livestock authorized by the Special Use Permit;
- (b) Rental and concessionaire services for the purpose of providing equestrian instruction, equine training and trail riding opportunities to the general public;
- (c) On-site storage of livestock feed, tack and equipment used to operate the equestrian center;
- (d) Officially-sanctioned special equestrian events and activities; and
- (e) Other compatible activities associated with the operation of an equestrian center as determined by the Community Development Director or designee to be consistent with this Specific Plan and the City-approved Special Use Permit.

Design Standards:

- (a) All permanent structures shall be of rustic design that harmonizes and blends with the natural environment in terms of color, construction materials and placement on-site;
- (b) Exterior lighting shall be the minimum necessary to ensure public safety and shall be controlled to prevent any spillover into adjacent natural open space areas or nearby residential areas;
- (c) Landscape materials shall be drought-tolerant and consist predominantly of native species;
- (d) Bio-filtration technology shall be used to retain and treat nuisance water runoff from the site;
- (e) Storage containers for animal waste and other refuse shall be appropriately screened from public view;
- (f) Wherever feasible to do so, permanent structures shall incorporate adequate setbacks from natural open spaces areas in

order to minimize, or avoid, brush clearance for fire control purposes; and

- (g) Brush clearance, if necessary, shall be restricted to the removal of non-native vegetation to the extent feasible, and shall retain specimen native plants. In accordance with Fire Protection District standards.

Sub-Area 7 (Conservation Easement)

Permitted Facilities:

- (a) No construction of trails, roads, or structures of any kind shall be permitted pursuant to the United States Army Corps of Engineers (USACOE) / Mountains Recreation Conservation Authority (MRCA) conservation easement, other than minimal regulatory and directional signage as necessary to protect this area, or other improvements specifically allowed under the terms of the easement.

Permitted Uses:

- (a) Only those uses as defined in the conservation easement and executed between the USACOE and MRCA are permitted. Refer to Exhibit B.

Sub-Area 7a (Future Wetland Mitigation Bank)

Permitted Facilities:

- (a) Temporary roads and trails necessary for emergency access, routine maintenance, ranger patrols and other permitted uses, including disabled access and outdoor educational programs;
- (b) Temporary irrigation systems or other ancillary devices necessary for landscaping, and
- (c) Temporary signs, fencing and/or other suitable barriers necessary for resource protection.

Permitted Uses:

- (a) Conservation of native flora and fauna, and
- (b) Habitat restoration and protection.

- (c) Mitigation banking for the purpose of making suitable areas available on-site for wetland replacement; and
- (d) Temporary access for visitors with limited mobility and for outdoor education programs.

Design Standards:

- (a) Subject to regulations as set forth in Section 404 of the federal Clean Water Act, including any general or specific conditions imposed by the U.S. Army Corps of Engineers, and
- (b) Subject to regulations as set forth in California Fish and Game Code, Sections 1600-1616, including any general or specific conditions imposed by the Regional Water Quality Control Board.

Sub-Area 8 (Sensitive Resource Area)

Permitted Facilities:

- (a) Existing unpaved roads in order to accommodate emergency access, allow routine maintenance and facilitate ranger patrols;
- (b) Trails, trailhead kiosks and interpretative displays;
- (c) Minimal regulatory and directional signage along trails and at ingress and egress points to open space;
- (d) Barriers and fencing in order to protect sensitive habitats and/or archaeological resources, and
- (e) Accessory facilities incidental to, or a functional component of, any permitted use.

Permitted Uses:

- (a) Conservation of native flora and fauna;
- (b) Nature study, habitat restoration and protection;
- (c) Only other similar uses that are permitted uses identified in the City's Open Space (OS) Zone and are also determined to be consistent with the Specific Plan by the Community Development Director or designee.

Design Standards:

- (a) All structures shall be of rustic design that harmonizes with the natural environment in terms of color, construction materials and placement on-site;
- (b) Trails shall be constructed in a manner that accommodates multi-use, including providing accessibility to handicapped persons wherever feasible to do so; and
- (c) Trail alignments shall follow established pathways and natural contours as much as possible in order to avoid topographic modification.

Sub-Area 9 (Picnic/Shade Structure)

Permitted Facilities:

- (a) One shade structure to accommodate a maximum of 60 persons;
- (b) Restrooms;
- (c) Solar panels and accessory battery storage systems for the purpose of providing electrical service;
- (d) Water and wastewater laterals sized to meet minimum infrastructure requirements. Alternative technologies may be utilized in lieu of a wastewater lateral if feasible;
- (e) Un-paved roads necessary for emergency access, routine maintenance, ranger patrols and other permitted uses including disabled access and outdoor educational programs, including future connection to the National Park Service parking lot if subsequently approved by that agency;
- (f) Trails, trailhead kiosks, interpretative displays, and minimal regulatory and directional signage;
- (g) Barriers and fencing in order to protect sensitive habitats and/or archaeological resources, and
- (h) Accessory facilities incidental to, or a functional component of, any permitted use.

Permitted Uses:

- (a) Group picnics, outdoor educational programs, recreational trail use on designated trails, equestrian activities and similar uses;

- (b) Conservation, nature study and habitat restoration, and
- (c) Only other similar uses that are permitted uses identified in the City's Open Space (OS) Zone and are also determined to be consistent with the Specific Plan by the Community Development Director or designee.

Design Standards:

- (a) All permitted facilities shall be constructed of "eco-friendly" recyclable building materials and incorporate the latest "green" technologies wherever it is appropriate and feasible to do so;
- (b) Rustic ranch-style design that harmonizes with the natural environment in terms of color, construction material and placement on-site shall be preferred over other types of architecture;
- (c) Impacts to sensitive plant and animal habitats associated with site preparation and access shall be avoided to the maximum extent feasible, and
- (d) Brush clearance, if necessary, shall be restricted to the removal of non-native vegetation to the extent feasible, and shall retain specimen native plants in accordance with Ventura County Fire Protection District standards.

Sub-Area 10 (Native Grassland / Oak Savannah Restoration Area)

Permitted Facilities:

- (a) Unpaved roads and trails to provide necessary emergency access, routine maintenance, ranger patrols and other permitted uses including disabled access and outdoor educational programs;
- (b) Temporary irrigation systems or other ancillary devices necessary for landscaping;
- (c) Temporary signs, fencing and/or other suitable barriers necessary for resource protection, and.
- (d) Multi-use trails, interpretive displays, and minimal regulatory and directional signage;

Permitted Uses:

- (a) Conservation of native flora and fauna;
- (b) Habitat restoration and protection;

- (c) Temporary access for visitors with limited mobility and for outdoor education programs, and
- (d) Recreational trail use on designated trails.

Design Standards:

- (a) Trails shall be constructed in a manner that accommodates multi-use, including providing accessibility to persons of limited mobility wherever feasible to do so;
- (b) Trail alignments shall follow established pathways and natural contours as much as possible in order to avoid topographic modification;
- (c) Revegetation in conjunction with habitat restoration shall consist only of native plant species found within the Santa Monica Mountains;
- (d) Existing native plant communities shall not be type-converted to different species composition unless historical and botanical evidence supports such a change; and
- (e) Eradication of non-native plant species shall occur only after appropriate consultations with local, state and federal agencies with jurisdiction over the resources or expertise in plant ecology.

VII. IMPLEMENTATION

Specific Plan No. 19 is the land management plan for Rancho Potrero. It provides detailed regulations and limitations for facilities and uses within the Specific Plan area. Accordingly, all improvements and facilities authorized herein may be installed in compliance with the regulations of this Specific Plan subject only to the issuance of building permits, when required. The use of Sub-Area 6 (Equestrian Center) shall also be governed by the terms and conditions of a City-approved Special Use Permit, which shall be consistent with this Specific Plan.

Rules established for the public enjoyment of Rancho Potrero shall be consistent with and serve to implement the provisions of this Specific Plan.

VIII. AMENDMENTS

Amendments to Specific Plan 19 shall be considered in the manner specified by California Government Code Section 65453.

Exhibit A

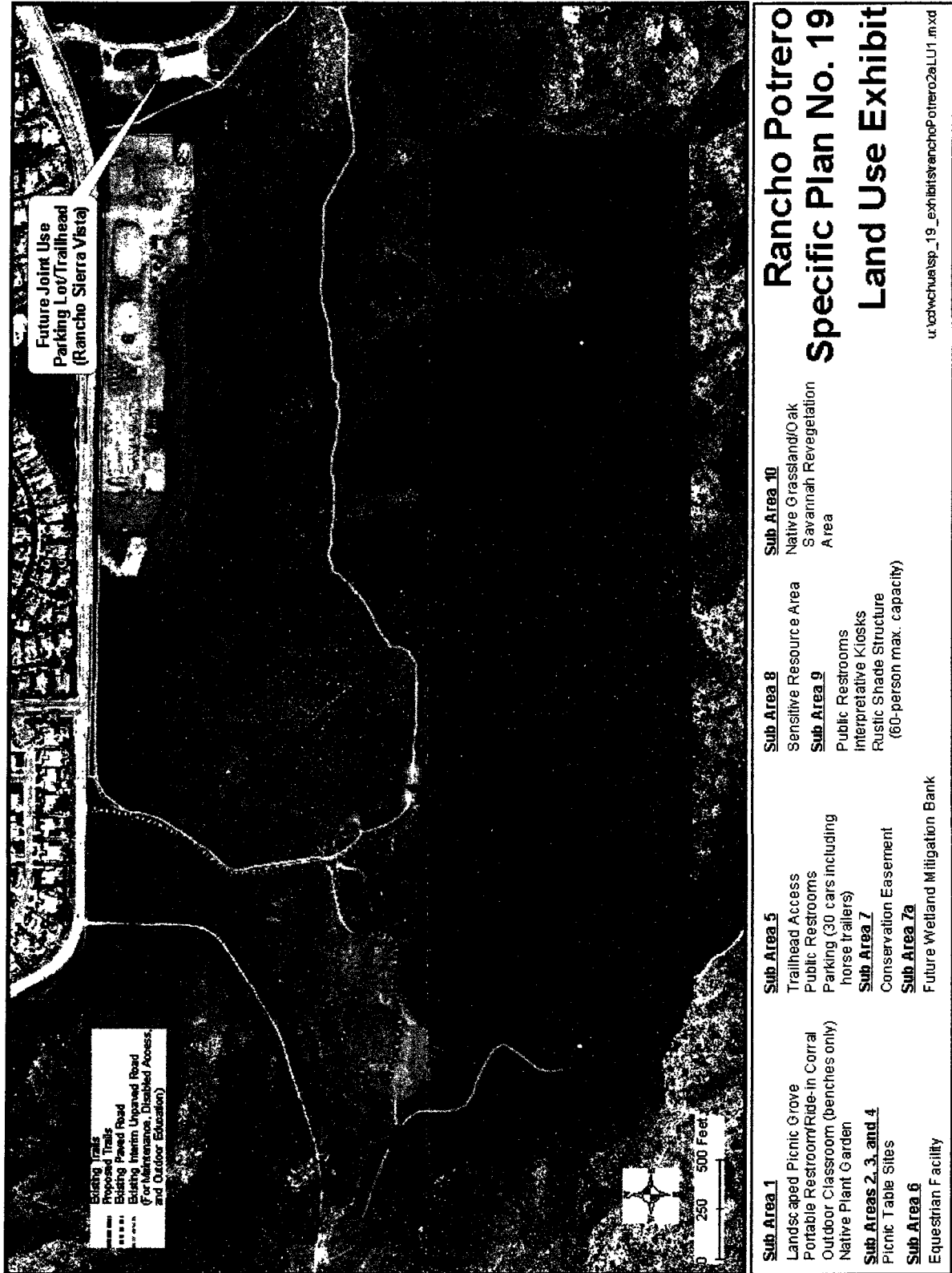


Exhibit B

U.S. Army Corps of Engineers Conservation Easement

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97-153906

Rec Fee	55.00
CCP	20.00
Check	75.00

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
3:03pm 14-Nov-97

RECORDING REQUESTED BY:

MAIL TO

MRCA

5810 Ramirez Canyon Rd
Malibu, CA
90265

DD 17

Space Above Line for Recorder's Use Only

CONSERVATION EASEMENT DEED
(Portion of Broome Ranch)

THIS CONSERVATION EASEMENT DEED is made this 13 day of November, 1997, by Mountains Recreation Conservation Authority. (MRCA), ("Grantor") in favor of United States of America ("Grantee"), acting through the Army Corps of Engineers. (ACOE), with reference to the following facts

R E C I T A L S

A Grantor is the sole owner in fee simple of certain real property in the County of Ventura, State of California, more particularly described as:

A portion of the real property commonly known as the "Broome Ranch" legally described as set forth in Exhibit "A" which is attached hereto and incorporated herein by reference as set forth in full.

This Conservation Easement shall be over the portion of the Broome Ranch as set forth in Exhibit "B" which is attached hereto and incorporated herein by reference as set forth in full. The map which is attached hereto as Exhibit "C" reflects the final configuration and location of the mitigation site and the buffer zone. The "Property" herein shall mean the real property reflected on Exhibits "B and C."

B. Grantee believes that the Property possesses wildlife and habitat values (collectively, "conservation values") of great importance to Grantee, the people of the United States of America:

C. Grantee believes that the Property possesses a high quality habitat for riparian, and wetland species; and

D The ACOE has jurisdiction pursuant to the 33 U.S.C. Section 1344 and 33 CFR Part 320-330. The purpose of the Clean Water Act is to restore and maintain the chemical, physical and biological integrity of the Nation's waters. 33 U.S.C. 1251. This Conservation Easement is providing mitigation for impacts to "waters of the United States," and is granted to satisfy a special condition of Section 404 permit 91-505400-LM issued by the U.S. Army Corps of Engineers pursuant to its authority under the Federal Clean Water Act (33 U.S.C. 1344). Permit No. 91-505400-LM was issued to Mr. Albert Cohan, on January 21, 1997, and authorized grading and temporary water diversion activities in Conejo Mountain Creek and the South Branch Arroyo Conejo in association with the development of a mixed used residential and commercial subdivision in Tentative Tract 4862 (Cohan Development). The permit special condition required that Mr. Cohan provide compensatory mitigation through offsite replacement and enhancement through creation of approximately 4.0 acres of wetland riparian resources in permanent open space. In addition, the mitigation plan includes enhancement of a 0.7 acre of existing wetlands. A 50 foot buffer requirement has been added to ensure protection of the mitigation site from adjacent land uses.

E This Conservation Easement is granted in consideration of certain land development entitlements issued by Grantee, the City of Thousand Oaks, and state and federal agencies, to land located downstream from the Broome Ranch commonly referred to as the Cohan property, and the Property provides mitigation for certain impacts to wetland and riparian habitat associated with such entitlements and the development of the Cohan property, namely Tract 4862-2, pursuant to California Department of Fish and Game Stream bed Alteration Agreement No. 5-017-97 dated February 24, 1997, and U.S. Army Corps of Engineers Permit No. 91-505400-LM issued January 21, 1997, and the Mitigation Plan(s) created thereunder; and

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, in consideration of the above recitals and subject to the described covenants, terms, conditions, and restrictions contained herein, and pursuant to California law, including Civil Code Section 815, the Grantors hereby grant to the Grantee a conservation easement in perpetuity over the Property, as follows:

1. Purpose. The purpose of this Conservation Easement is to ensure the Property will be retained forever in a natural condition and to prevent any use of the Property that will impair or interfere with the conservation values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to such activities, including, without limitation, those involving the preservation and enhancement of native plant and animal species and their associated habitat in a manner consistent with the purposes of this Conservation Easement.

2. Grantee's Rights. To accomplish the purposes of this conservation Easement, Grantor hereby grants and conveys the following rights to Grantee by this Conservation Easement Deed:

- (a) To preserve and protect the natural resource and conservation values of the Property;
- (b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and to otherwise enforce the terms of this Conservation Easement, and for scientific research and interpretive purposes by Grantee or its designees, provided that Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property;
- (c) To prevent any activity on or use of the Property that is inconsistent with the terms of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with this Conservation Easement;
- (d) All mineral and water rights necessary to protect and to sustain the biological resources of the Property; and
- (e) All present and future development rights or other uses

3. Uses of the Property

3.1 Prohibited Uses. Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses by Grantor, Grantor's agents, and third parties, are expressly prohibited:

- (a) Use of herbicides, rodenticide, or weed abatement activities, incompatible fire protection activities and any and all other uses which may adversely affect the purposes of this Conservation Easement.
- (b) Use of off-road vehicles or other means of motorized access except for vehicles which are required for work relating to construction and maintenance of the mitigation site.

- (c) Grazing or surface entry for exploration or extraction of minerals;
- (d) Erecting of any building, billboard, sign;
- (e) Depositing of soil, trash, ashes, garbage, waste, bio-solids or any other material.
- (f) Excavating, dredging or removing of loam, gravel, soil, rock, sand or other material
- (g) Otherwise altering the general topography of the Property, including the building of roads, altering or removing vegetation, altering or removing soil or altering the hydrologic characteristics of the Property.
- (h) Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required by law for (1) fire breaks, (2) prevention or treatment of disease.

3.2 Permitted Uses The following uses are permitted within the buffer area:

- (a) Existing uses and structures associated with the equestrian center located on Broome Ranch.
- (b) Passive recreational activities which will not alter or remove vegetation, soil or modify the general topography or hydrologic characteristics of the Property such as hiking or birdwatching.
- (c) Other uses requested in writing by the grantor or its successor in interest and which are approved in writing by the ACOE.

4. Grantor's Duties. Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities violate the terms of the easement and may degrade or harm the conservation values of the Property. In addition, Grantor shall undertake all reasonably necessary actions to perfect Grantee's rights under section 2 of this Conservation Easement, including but not limited to, Grantee's water rights.

5. Reserved Rights. Grantor reserves to itself, and to its personal

representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are consistent with the purposes of this Conservation Easement

6. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation. If Grantor fails to cure the violation within fifteen (15) days after receipt of said written notice and demand from Grantee, or said cure reasonably requires more than fifteen (15) days to complete and Grantor fails to begin the cure within fifteen (15) day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by Grantor with the terms of this Conservation Easement to recover any damages to which Grantee may be entitled for violation by Grantor of the terms of this Conservation Easement and may seek to enjoin the violation, and obtain a permanent injunction. A permanent injunction may be sought without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief, including but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury. Without limiting Grantor's liability therefor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Property

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally to actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815, *et. seq.*

If at any time in the future Grantor or any subsequent transferee uses or threatens to use such lands for purposes inconsistent with this Conservation Easement, notwithstanding Civil Code Section 815.7, the United States Department of

Justice, California Attorney General, or any entity or individual with a justifiable interest in the preservation of this Conservation Easement has standing as interested parties in any proceeding.

6.1 Costs of Enforcement. Any costs incurred by Grantee in successfully enforcing the terms of this Conservation Easement against Grantor, including, but not limited to, reasonable costs of suit, and reasonable attorney's fees, any costs of restoration necessitated by Grantor's violation or negligence under the terms of this Conservation Easement shall be borne by Grantor.

6.2 Grantee's Discretion. Enforcement of the terms of this Conservation Easement by Grantee and U.S. Army Corps of Engineers shall be at the discretion of Grantee acting through the U.S. Army Corps of Engineers and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6.3 Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes, or from acts of third parties beyond the control of Grantor, provided Grantor has taken all reasonable steps to prevent such acts. The Grantor or other responsible parties would be required to obtain Grantee's authorization to implement emergency measures that would result in a discharge of dredged or fill material into waters of the U.S. or the removal of living vegetation.

6.4 It is understood that the Section 404 Permit No. 91-505400-LM required the permittee to submit a Conservation Easement to the U.S. Army Corps of Engineers and that approval of this Conservation Easement shall entitle the U.S. Army Corps of Engineers to enforce its provision, and that non-compliance with this Conservation Easement may

be considered a violation of the Clean Water Act.

7. Access This Conservation Easement does not convey a general right of access to the public.

8. Costs and Liabilities. Grantor or its successors in interest retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property.

8.1 Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

8.2 Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its directors, officers, employees, agents, contractors, and representative (collective "Identified Parties") from and against all facilities, penalties, costs, losses, damages, expenses, causes of actions, claims demands or judgments, including without limitation, reasonable attorney's fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damages to any property, resulting from any act, omission, conditions, or other matter related to or occurring on or about the Property regardless of cause, unless due to the negligence of any of the Indemnified Parties; (2) the obligations specified in sections 4, 8 and 8.1; and (3) the existence or administration of this Conservation Easement.

8.3 Condemnation. The purposes of the Conservation Easement are presumed to be the best and most necessary public use as defined at Civil Procedure Code Section 1240.680 notwithstanding Civil Procedure Code Sections 1240.690 and 1240.700.

9. Assignment. This Conservation Easement is transferable and Grantee may assign its rights and obligations under this Conservation Easement.

10. Subsequent Transfers. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to

Grantee of the intent to transfer of any interest at least fifteen (15) days prior to the date of such transfer. Grantee shall have the right to prevent subsequent transfer in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

11. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Mountain Recreation Conservation Authority
5810 Ramirez Canyon Road
Malibu, CA 90265
Tel: (310) 589-3200
Fax: (310) 589-3207
To Grantee: U.S. Army Corps of Engineers
Los Angeles District
Regulatory Branch
Ventura Field Office
2151 Alessandro Drive, Ste. 255
Ventura, CA 93001
Attn: Ms. Lisa Mangione

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery or in the case of delivery by first class mail, five (5) days after deposit into the United States mail.

12. Extinguishment. This Conservation Easement may be extinguished by Grantor, and Grantee, acting through the ACOE, only by mutual written agreement upon the request of either party only after the requesting party acquires and records a perpetual conservation easement in the name of a mutually agreeable party at an alternative location, which provides conservation values that satisfy the specific mitigation purposes of this Conservation Easement as stated in Paragraph E.

13. Amendment. This Conservation Easement may be amended by Grantor and Grantee acting through the U.S. Army Corps of Engineers, only by mutual written agreement. Any such amendment shall be consistent with the purposes of this Conservation Easement and except as provided in Section 12, shall not affect its

perpetual duration. Any such amendment shall be recorded in the official records of Ventura County, State of California.

14 General Provisions.

- (a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California.
- (b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the deed to effect the purpose of this Conservation Easement and the policy and purpose Civil Code Section 815. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- (c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement Deed, such action shall not affect the remainder of this Conservation Easement Deed. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to Deed to a person or circumstances such actions shall not affect the application of the provision to other persons or circumstances.
- (d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 14.
- (e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- (f) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement Deed shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the

Property

- (g) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- (h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation
- (i) Counterparts. The parties may execute this instrument in two or more counterparts which shall in the aggregate be signed by both parties: each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced the recorded counterpart shall be controlling.

IN WITNESS WHEREOF Grantor and Grantee have entered into this Conservation Easement the day and year first above written.

GRANTOR:

By: Rolando V. Faustinos
Mountains Recreation
Conservation Authority

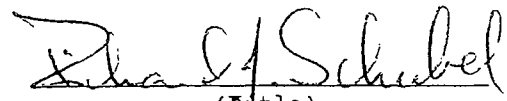
APPROVED AS TO FORM:

For: [Signature] Rose A. Sker
Its: General Counsel

AGREED TO BY GRANTEE:

By: _____
(Signature)

(ACKNOWLEDGMENTS)


(Title)

U S Army Corps of Engineers
Los Angeles District

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the conservation Easement Deed by Mountain Recreation Conservation Authority, dated ~~October~~ 11/13, 1997 to the United States of America, grantee, acting by and through its Army Corps of Engineers, (ACOE) a governmental agency (under 33 USC section 1344), is hereby accepted by: the undersigned officer on behalf of the ACOE, pursuant to authority conferred by resolution of the _____, on

and 33 CFR Part 320-330.

GRANTEE:

Richard J. Schubel
UNITED STATES OF AMERICA, by and
through the ARMY CORPS OF ENGINEERS,
By: Richard J. Schubel
Title: Chief, Regulatory Branch
Authorized Representative

Date. 11/13/97

cao:420-90:nks.acoesmt.1

ALL-PURPOSE ACKNOWLEDGMENT

State of California

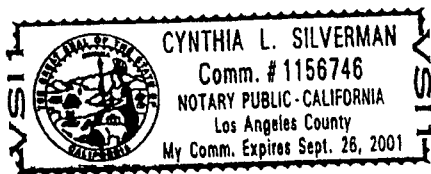
County of LOS ANGELES

} SS.

On NOVEMBER 13, 1997 before me, CYNTHIA L. SILVERMAN
(DATE) (NOTARY)

personally appeared Belinda V. Faustinos
SIGNER(S)

☒ 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.

Cynthia L. Silverman
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

Deputy Executive Director
TITLE(S)

- ☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Conservation Easement Deed
TITLE OR TYPE OF DOCUMENT

16
NUMBER OF PAGES

November 13, 1997
DATE OF DOCUMENT

OTHER _____

RIGHT THUMBPRINT
OF
SIGNER

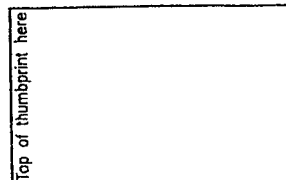


EXHIBIT "A"

DESCRIPTION

PARCEL 1:

That portion of Lot 7 of the Broome Estate Ranch, in the County of Ventura, State of California, as shown on the Map thereof filed in the office of the County Clerk of said Ventura County, in the action of Thornhill Francis Broome vs. Frances Broome, et al., (Case No. 5181) described as follows:

Commencing at the Northeast corner of said lot 7; thence along the Northerly line of said lot 7, South 89° 54' West 4455.12 feet to the true point of beginning; thence, continuing along said Northerly line,

1st: South 89° 54' West 1161.68 feet to the beginning of a curve concave Westerly and having a radius of 1000.00 feet, a radial line to said point bears North 89° 54' East thence,

2nd: Southwesterly along said curve through a central angle of 77° 36', arc distance of 1354.88 feet; thence,

3rd: Tangent to said curve, South 77° 30' West 130.00 feet to the beginning of a tangent curve, concave Easterly and having a radius of 1075.00 feet; thence,

4th: Southwesterly, Southerly and Southeasterly along said curve through a central angle of 141° 45', an arc distance of 2659.56 feet; thence,

5th: Tangent to said curve, South 65° 15' East 1650.00 feet to the beginning of a tangent curve concave Southwesterly and having a radius of 1075.00 feet; thence,

6th: Southeasterly along said curve to a line that bears South 9° 44' West from the true point of beginning; thence, along said line,

7th: North 9° 44' East to the true point of beginning.

EXCEPT all oil, gas, hydrocarbon substances and other minerals of all kinds, whether like or unlike hydrocarbons, below a depth of 500 feet of the surface of the herein described property, without the right of surface entry.

PARCEL 2:

A portion of Lot 7 of the Broome Estate Ranch, in the County of Ventura, State of California, as shown on Map thereof filed in the office of the County Clerk of said Ventura County, in the action of Thornhill Francis Broome vs. Frances Broome, et al., (Case No. 5181), described as follows:

Beginning at the Northeast corner of said lot 7; thence, along the North line of said lot 7,

1st: South 89° 54' West 5,616.81 feet to the beginning of a curve concave Northwesterly and having a radius of 1,000 feet, a radial to said curve being the North line of Lot 7; thence along said curve,

2nd: Southwesterly, an arc distance of 1,354.88 feet thru a central angle of 77° 36' thence tangent to said curve,

Res. No. 2010-028

3rd: South 77° 30' West 130 feet to the beginning of a tangent curve concave Easterly

EXHIBIT "A"
DESCRIPTION

and having a radius of 1,075 feet; thence, along said curve,

4th: Southwesterly, Southerly and Southeasterly an arc distance of 2,659.56 feet thru a central angle of 141°; thence,

5th: South 64° 15' East 1,650 feet to the beginning of a tangent curve concave Southwesterly and having a radius of 1,075 feet; thence, along said curve,

6th: Southeasterly; an arc distance of 440.91 feet thru a central angle of 23° 30'; thence along a radial from said curve,

7th: North 49° 15' East 101 feet to the beginning of a tangent curve, concave Southerly and having a radius of 500 feet; thence along said curve,

8th: Northeasterly, Easterly and Southeasterly an arc distance of 785.46 feet thru a central angle of 90° 00' to the beginning of a reverse curve, concave Northeasterly and having a radius of 500 feet; thence along said curve,

9th: Southeasterly, an arc distance of 445.06 feet thru a central angle of 51° 00'; thence,

10th: North 88° 15' East 700 feet to the beginning of a tangent curve, concave Southwesterly and having a radius of 800 feet; thence, along said curve,

11th: Easterly, Southeasterly and Southerly, an arc distance of 1,277.58 feet thru a central angle of 91° 30'; thence,

12th: South 0° 15' East 445 feet to the beginning of a tangent curve, concave Northeasterly and having a radius of 1,200 feet; thence, along said curve,

13th: Southeasterly, an arc distance of 840.96 feet thru a central angle of 70° 09' 10" to a point in the South line of said lot 7, a radial to said point bears South 49° 35' 50" West; thence, along said South line,

14th: North 89° 53' East 882.21 feet to the Southeast corner of said lot 7; thence, along the Easterly line of said lot 7,

15th: North 6° 44' East 6,257.60 feet to the point of beginning.

EXCEPT that portion thereof lying Westerly of the following line:

Beginning at a point on the Northerly line of said lot 7, distant thereon, South 89° 54' West 4,455.13 feet from the Northeasterly corner of said lot 7; thence, South 9° 44' West to the Southerly line of said land.

ALSO EXCEPT all oil, gas, hydrocarbon substances and other minerals of all kinds, whether like or unlike hydrocarbons, below a depth of 500 feet of the surface of the herein described property, without the right of surface entry.

EXHIBIT "B"

GENERAL DESCRIPTION

Broome Ranch Conservation Easement

As described in the following manner; Conservation Easement includes portions of two recorded parcels of land (694-0-060-115) and (694-0-060-155), is curve-linear in shape, consisting of an area approximately 180 feet in width, extending for approximately 2800 feet in total length and encompassing land, of which, 4.5 acres are to be revegetated as an 80 foot-wide strip with an additional 50 foot-wide, restricted use "buffer zone", comprising approximately 6.4 acres, to be provided on both sides of the revegetated area. Conservation Easement starts approximately 6 feet from the eastern boundary line of Parcel No. 694-0-060-115, at a point approximately 600 feet south of Potrero Road and extends westward a total distance of approximately 2600 feet, terminating approximately 275 feet west of the eastern boundary of Parcel No. 694-0-060-155. Conservation Easement generally follows a meandering tributary drainage of the South Branch of Arroyo Conejo Creek watershed, extending in a westerly direction from a common, north/south trending property line separating property owned by the National Park Service (Rancho Sierra Vista) and the Mountains Recreation Conservation Authority (Broome Ranch); as depicted on attached Exhibit C. A more precise "Metes-and Bounds" description shall be substituted upon completion and final acceptance of the revegetated area by the U.S. Army Corps of Engineers.

file:C:CONSRV