

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT (this "**License**") is made as of November ____, 2003, between **Mountains Recreation and Conservation Authority**, a joint powers agency established pursuant to Cal. Gov. Code Section 6500 et seq. (hereinafter referred to as "**Licensee**"), and **Santa Monica Mountains Conservancy**, an agency of the State of California (hereinafter referred to as "**Licensor**"). Licensee and Licensor are hereinafter sometimes collectively referred to as "**Parties**".

WITNESSETH:

WHEREAS, Licensor is the owner of certain real property commonly known as Ahmanson Ranch, located in Los Angeles and Ventura counties, California ("Property"), as described in Exhibit "A" attached and made a part hereto; and

WHEREAS, Licensor desires to maintain and, where possible, restore the natural condition of the Property; and

WHEREAS, Licensee is a joint powers authority whose mission is to create and maintain parkland and preserve open space within the Santa Monica Mountains, the mountains surrounding the San Fernando, La Crescenta, Simi and Conejo Valleys, and the Los Angeles River and its tributaries; and

WHEREAS, Licensee desires to acquire, and Licensor desires to grant, a non-exclusive license to Licensee to enter and use the Property, for the purpose of conducting environmental education;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the Parties agree as follows:

1. Licensor grants to Licensee a non-exclusive license (the "**License**") to enter and use the Property solely for the purposes set forth in Section 2 below.
2. Licensee may enter upon the Property for the purpose of conducting permitted activities as defined in this License Agreement, to the extent they are consistent with the restrictions referenced in Section 5 below. Licensee agrees to perform these permitted activities at Licensee's sole cost and expense. Permitted activities include the following:
 - a. Environmental Education, including, but not limited to the operation of a nature center and outdoor classroom.
 - b. Overall resource management and maintenance of the Property, to be further described in the Licensee's Resource Management Plan or comparable document.
 - c. Obligations of the Las Virgenes Institute (LVI), as applicable, as those obligations are defined in the **County of Ventura Specific Plan** (dated

December 15, 1992), and the LVI obligations specified in the development agreement by and between Ahmanson Land Company, a California corporation, Oxford Investment Corporation, a California corporation and the County of Ventura, dated as of December 15, 1992, recorded on March 29, 1993 in Ventura County and as amended November 24, 1994 (recorded January 9, 1995) and on December 18, 1997 (recorded on January 13, 1998), referred to as the **Ahmanson Ranch Development Agreement**.

- d. Maintenance of all water wells and water pipelines located on the Property not otherwise maintained by a water company including any operating water wells and pipelines constructed by Mesa Water Company pursuant to the Memorandum of Agreements made and entered into on December 8, 1967, between Mesa Water Company, a California corporation, and Ahmanson Bank and Trust Company, a corporation, both Agreements recorded February 20, 1968, Bk. 3266, Pg. 135 and Bk. 3266 Pg. 140, respectively, of Official Records, Ventura County).
- e. All obligations arising out of the agreement by and among Ahmanson Land Company, a California corporation, Oxford Investment Corporation, a California corporation, the City of Hidden Hills, and the Hidden Hills Community Association, dated as of January 11, 1993, and recorded on January 13, 1993, as Instrument Number 93-006762 of the Official Records, Ventura County, referred to as the **Hidden Hills Settlement Agreement**, including the open space easement and restrictive covenant recorded thereto.
- f. Management of all appurtenant easements and conservation easements of the Property, including the Crummer Conservation Easement (Parcel 3 of the Property).

The uses and activities permitted upon the Property pursuant to this Section 2 shall be referred to as the **"Permitted Uses."**

3. The right to enter the Property pursuant to this License shall commence on the date this License is entered into and shall continue for a period of five (5) years, with the option to renew this License for additional five-year periods conditioned upon mutual consent of Licensor and Licensee in a written agreement. Either party may terminate Licensee's rights under this License Agreement at any time during the term, with or without cause, upon 180 days' prior written notice to the other party, including Licensee's right to enter the Property.

4. Licensee may not erect, cause or permit to be erected or placed on the Property any structure of a permanent nature without prior approval of Licensor. Licensee shall also not be permitted to move, grade, deposit or move material amounts of soil or otherwise modify the topography of the Property, without prior approval of Licensor.

5. Licensee acknowledges that Licensor acquired the Property for the purposes of wildlife habitat preservation, corridor protection, restoration and management, wildlife-oriented education and research, and for compatible public uses, all as may be consistent with

wildlife habitat preservation and protection of sensitive biological resources, and that the Property must be used, operated, maintained and managed consistent with such purposes and as set forth in the Notice of Unrecorded Grant Agreements by and among Licensor, the State Coastal Conservancy and the Wildlife Conservation Board, recorded on November ____, 2003. Licensee hereby agrees that this License and Licensee's use of the Property is subject to all of the terms and conditions of the Notice of Unrecorded Grant Agreements and the Grant Agreement for Acquisition of Fee interest to which it relates.

6. Licensee agrees to maintain and follow all security rules and procedures established by Licensor or its designee and shall keep all gates and fences surrounding the Property or used to secure the Property closed and locked at all times, other than those hours indicated by Licensor to have the gates open to the public. Licensee agrees to repair any damage to the Property caused by its activities upon the Property.

7. Licensee shall use the Property at its own risk and hereby assumes all risk of loss resulting from its use of the Property as provided herein. Licensor makes no representation or warranty concerning hidden, subsurface or latent conditions at the Property.

8. Licensee shall indemnify, defend and save harmless Licensor and its officers, directors and employees (herein collectively referred to as the "**Indemnitees**") from and against any and all suits, liabilities, losses, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may be incurred by or asserted against the Indemnitees or any of them, arising from or in any manner based upon the exercise by the Licensee of any rights or privileges granted it hereunder, by reason of actual or alleged (i) injury or death to persons; (ii) loss or damage to the property of any person or legal entity; (iii) failure by Licensee to comply with any term or condition of this License or to maintain or cause to be maintained the insurance coverages provided herein or the failure of the insurer to provide coverage or to pay claims under such policies; and (iv) aggravation of any existing condition on the Property.

9. Licensee shall procure and maintain at its sole cost and expense, or cause each of the Parties that performs work on the Property on behalf of Licensee to procure and maintain, insurance coverage as provided below from an insurance company licensed in the state of California, possessing a minimum Best's Policyholder's Rating of "A-":

- a. Commercial General Liability Insurance (which includes, but is not limited to, contractual liability coverage) covering claims for personal injury, bodily injury and property damage occurring on, in or about the Property, with limits of at least \$2,000,000 combined single limit per occurrence.
- b. Automobile Liability Insurance including all owned, non-owned or hired vehicles with limits of not less than \$1,000,000 single limit per occurrence of loss or damage.
- c. Workers' Compensation Insurance for statutory limits or a State certificate of self-insurance, and Employer's Liability Insurance for not less than \$100,000.

All such policies (other than under (c) above) shall name Licensor as an additional insured as respects the Property and shall contain a deductible not higher than \$15,000 per occurrence. Licensee shall provide Licensor with evidence of insurance establishing such insurance coverage prior to Licensee's use of the Property, and shall provide Licensor with evidence of a new or extended policy at least thirty (30) days prior to each policy expiration date. The policies shall also require the company issuing the policies to provide notice directly to Licensor in the event of any modification or cancellation of coverage. The above coverage shall be in full force and effect regardless of when a claim is made by Licensor, and such coverage shall be on an occurrence basis. Licensee hereby waives any right of subrogation it may have against Licensor with respect to claims that are required to be covered by any such policy and Licensee agrees to obtain a waiver of subrogation rights from each insurance company issuing a policy hereunder. A copy of such waiver shall be delivered to Licensor, together with the evidence of insurance described above.

10. Licensee shall, in the exercise of the rights and privileges granted by this Licensee, adhere to and comply with all laws, ordinances, rules and regulations, including, without limitation, any rules, regulations or orders sent to Licensee by representatives of Licensor, applicable to the activities, operations and work performed upon, or use of, the Property. Licensee shall obtain from all applicable governmental entities the necessary permits, licenses and approvals for the Permitted Use.

11. Licensee may not assign or transfer this License and any attempted assignment shall be void. This License shall inure to the benefit of the successors and assigns of Licensor.

12. Licensee certifies, represents and declares that it has no title in and to the Property or to any portion thereof and has not, does not, and will not claim any such title or any easement over the Property. Licensee shall keep the Property free and clear of all liens arising from its use of or entry upon the Property. Licensee also acknowledges and agrees that this License is granted subject to all existing covenants, conditions, restrictions, reservations, leases, licenses, easements and rights-of-way, whether or not of record.

13. All notices required or permitted under this Agreement will be in writing and delivered to the Parties by facsimile transmission, personally by hand, courier service or overnight mail, and/or by certified mail, return receipt requested, at the addresses set forth below. All notices will be considered given: (a) if sent by certified mail, three (3) business days after deposit in the U.S. mail; (b) if delivered by hand, courier service or overnight mail, when delivered; or (c) if transmitted by facsimile, when transmitted with a confirmation of receipt by the sending Party provided a copy follows by certified mail. The Parties may, by notice as provided above, designate a different address to which notice will be given.

The addresses and telephone numbers of the Parties for notice purposes are:

Licensor: Santa Monica Mountains Conservancy
Ramirez Canyon Park
5750 Ramirez Canyon Road
Malibu, CA 90265

Attn: Joseph T. Edmiston, FAICP
Executive Director
Ph: (323) 221-9944
Fax: (323) 221-9934

Licensee: Mountains Recreation and Conservation Authority
Los Angeles River Center and Gardens
570 West Avenue Twenty-six, Suite 100
Los Angeles, CA 90065

Attn: Rorie Skei
Chief Deputy Executive Officer
Ph: (310) 589-3200 X 122
Fax: (310) 589-3207

14. All questions with respect to the construction of this License and the rights and liabilities of the Parties hereto shall be governed by the laws of the State of California.

15. This License is entered into pursuant to the Property Acquisition Agreement and Joint Escrow Instructions dated October 18, 2003, between Licensee, as Seller, and Licensor, as Buyer (the "PAA"). The PAA and this License contain the entire agreement of the Parties with respect to the right of Licensee to enter upon the Property after close of escrow under the PAA. This License is intended, and to the fullest extent possible shall be interpreted, to be consistent with the PAA. In the event of a conflict between this License and the PAA, however, the PAA shall govern and control. This License may not be modified or amended except by a further document in writing signed by the Parties.

16. If any legal action is brought by any Party to enforce any provision of this Agreement or is based upon any matter arising out of or related in any way to this Agreement, then the prevailing Party will be entitled to recover from the Party or Parties on account of whose actions the class is asserted reasonable attorneys' fees, court costs and all expenses of litigation, whether or not authorized by statute as costs, in such amounts as will be allowed by the court.

17. Licensee shall not record or cause this License to be recorded or filed with any government agency or entity, including in the real estate records of Los Angeles or Ventura counties, California.

18. Time is of the essence of this Agreement. If any date specified in this Agreement falls on Saturday, Sunday or a public holiday, that date will be considered to be the succeeding day on which public agencies are open for business.

19. No waiver of any term of this Agreement will be considered a waiver of any other term, whether or not similar, nor will any waiver be considered a continuing waiver. No waiver will be binding unless in writing and signed by the party making the waiver.

20. The Parties do not intend by any provision of this Agreement to confer any right, remedy or benefit (express or implied) upon any third party and no such third party shall be

entitled to enforce or otherwise shall acquire any right, remedy or benefit by reason of any provision of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this License as of the day and year first above written.

Signatures:

Licensors:



Joseph T. Edmiston, FAICP
Executive Director
Santa Monica Mountains Conservancy

Date: 11-5-03

Licensee:



Rorie Skei
Chief Deputy Executive Officer
Mountains Recreation and Conservation Authority

Date: November 5, 2003

EXHIBIT A

"Property"

All that certain real property situated in the Counties of Ventura and Los Angeles, State of California, described as follows:

PARCEL 1:

That portion of Tract "P" of the Rancho Simi, County of Ventura, State of California, as per Map recorded in Book 3, Page 7 of Maps, in the office of the County Recorder of said County, lying Easterly and Southerly of a line described as follows:

Commencing at a 1/2 inch iron pipe set in the Southerly boundary of said Tract "P", Rancho Simi, set by C. A. Ensign in 1915 (see L.S. 8-33, records of Los Angeles County) and as shown on Los Angeles County Surveyor's Map B-711, Sheet No. 1, Station 219 plus 35.06; thence along said Southerly boundary line North 85° 14' 40" East 1335.37 feet to an angle point described as Station 232 plus 70.43 as shown on said Los Angeles County Surveyor's Map B-711, Sheet No. 1, said bearing being the basis of bearings for this legal description; thence, continuing Easterly along said Southerly boundary South 89° 56' 30" East 2012.26 feet to the **TRUE POINT OF BEGINNING;**
thence;

Northerly leaving said Southerly boundary line North 4° 40' 04" West 689.49 feet; thence,

North 72° 15' 16" East 867.40 feet; thence,

North 5° 50' 52" East 399.59 feet; thence,

North 67° 44' 54" West 363.72 feet; thence,

North 13° 15' 54" West 217.84 feet; thence,

North 46° 17' 22" West 227.95 feet; thence,

North 7° 36' 09" West 304.18 feet; thence,

North 56° 19' 52" West 281.66 feet; thence,

North 33° 19' 52" West 715.40 feet; thence,

North 18° 08' 36" West 386.56 feet; thence,

North 76° 37' 10" West 212.88 feet; thence,

North 18° 30' 31" West 480.15 feet; thence,

North 23° 44' 14" East 268.36 feet; thence,

North 4° 17' 24" West 271.17 feet; thence,

North 26° 14' 29" West 398.35 feet; thence,

North 2° 44' 35" East 253.32 feet; thence,

North 35° 01' 23" West 179.35 feet; thence,

North 12° 19' 28" East 445.37 feet; thence,

North 44° 28' 58" East 235.31 feet; thence,

North 17° 52' 48" West 416.78 feet; thence,

North 56° 27' 18" East 1035.80 feet; thence,

North 0° 36' 14" East 780.19 feet; thence,

North 37° 04' 18" East 857.73 feet; thence,

North 9° 29' 13" East 1024.01 feet; thence,

North 15° 49' 44" East 508.00 feet to the Westerly terminus of that line described as:

South 70° 17' 50" West 841.98 feet in a deed from Edward Kipling and Lois Ada Kipling to Homer H. Cockrum, recorded March 5, 1946, Book 741, page 279, Official Records of Ventura County, California; thence,

Northeasterly along said line and continuing along the Southerly line of said deed,

North 70° 17' 50" East 841.98 feet; thence,

North 69° 07' 40" East 710.20 feet; thence,

North 87° 06' 50" East 597.69 feet; thence,

South 64° 35' 40" East 315.37 feet; thence,

South 68° 35' 20" East 137.26 feet; thence,

North 67° 43' 20" East 723.81 feet; thence,

North 47° 43' 00" East 346.92 feet; thence,

North 61° 08' 50" East 1396.74 feet; thence,

South 61° 49' 00" East 441.02 feet; thence,

North 79° 03' 20" East 259.60 feet; thence,

South 81° 50' 00" East 284.15 feet; thence,

South 54° 04' 30" East 226.74 feet; thence,

South 65° 29' 40" East 229.18 feet; thence,

South 85° 06' 20" East 376.79 feet; thence,

North 58° 09' 00" East 475.77 feet; thence,

North 84° 28' 10" East 3837.95 feet to a point in the Easterly boundary of said Tract "P", Rancho Simi, said point being North 1° 04' 35" East 42.14 feet from Los Angeles County Surveyor's Boundary Monument at Station 113 plus 97.21, as shown on said Los Angeles County Surveyor's Map B-711, Sheet 2.

Said land is shown as Parcel "B" of that certain Parcel Map Waiver No. 913 and recorded September 23, 1998, as Instrument No. 98-163017, Official Records.

PARCEL 2: (VICTORY BOULEVARD)

An easement and right of way over, across and under for road and utility purposes, 100 feet in width, lying 50 feet on each side of the following described line:

A portion of Lot "C", Rancho El Escorpion, as per deed recorded in the office of the County Recorder, in Book 4232, Pages 124 to 125, and portions of Lot 2 of Section 9 and of Lot 2 of Section 10, in Township 1 North, Range 17 West, all in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Beginning at a point in the Westerly line of Valley Circle Boulevard (100.00 feet wide), distant North 84° 02' 18" West, 50.00 feet from the center line intersection of Valley Circle Boulevard and Victory Boulevard, as per Tract 21894, M.B. 653, Pages 76 to 82, in the City of Los Angeles, in the County of Los Angeles, State of California, said bearing of North 84° 02' 18" West being at 90° 00' 00" to the center line of Valley Circle Boulevard; thence,

North 84° 02' 18" West 29.72 feet to the beginning of a tangent curve, concave Southeasterly and having a radius of 950.00 feet; thence

Southwesterly along said curve through a central angle of 35° 00' 39", a distance of 580.50; thence, tangent to said curve,

South 60° 57' 03" West, 63.75 feet to a point in the Westerly line of Rancho El Escorpion, per deeds 4232, Pages 124 to 125 thence, continuing

South 60° 57' 03" West 171.50 feet to the beginning of a tangent curve, concave Northwesterly and having a radius of 825.00 feet; thence

Southwesterly and Northwesterly along said curve through a central angle of 37° 43' 07", a distance of 543.11 feet; thence, tangent to said curve,

North 81° 19' 50" West, 505.00 feet to the beginning of a tangent curve, concave Southerly and having a radius of 1,000.00 feet; thence,

Westerly along said curve through a central angle of 13° 24' 32", a distance of 234.03 feet; thence, tangent to said curve,

South 85° 15' 38" West 384.00 feet to the beginning of a tangent curve, concave Northeasterly and having a radius of 1,000.00 feet; thence,

Westerly and Northwesterly along said curve through a central angle of 25° 37' 24", a distance of 447.2 feet; thence, tangent to said curve,

North 69° 06' 58" West 601.57 feet to a point in the Westerly line of the Southeast 1/4 of said Section 9; thence, continuing

North 69° 06' 58" West 259.57 feet, more or less, to a point in the Easterly line of Rancho Simi, said line also being the Ventura County and Los Angeles County boundary.

The side lines of said 100.00 foot strip of land are to be lengthened or shortened so as to end in said Westerly line.

Together with the right and easement for the construction and maintenance of graded cuts and fills, drainage structures, landscaping, irrigation facilities, retaining walls, erosion control devices in, on and under such area of land adjacent to the aforesaid easement and right of way as may be necessary to construct said road in accordance with the requirements of the City of Los Angeles, together with the right to grant and dedicate the above described real property to public use at any time.

PARCEL 3: (CRUMMER CANYON ROAD)

A non-exclusive easement for the construction, use, maintenance and replacement of road, bridge, culvert and related facilities, including utility improvements, graded cuts, fills, slope drainage devices and remedial grading, drainage pipes, structures, and related facilities, landscaping and irrigation facilities, retaining walls, erosion control devices and equestrian trails and to the extent required by governmental authorities in connection with the installation of the improvements and facilities described above for Wetland Restoration Areas and the Preservation of Wildlife Corridors; also, together with a road easement, not to be more than one hundred (100) feet wide, all lying within the following described property:

That portion of Tract No. 39509, in the unincorporated territory of the County of Los Angeles, State of California, recorded in Book 1119, Pages 38 through 66 of Maps, in the office of the recorder of said County, within the following described boundaries:

Beginning at the intersection of the Northerly line of Mureau Road, 100 feet wide, as shown on

said tract with the Southerly boundary of said tract; thence North 55° 25' 00" West 426.73 feet along said Northerly line to the beginning of a curve concave to the South having a radius of 1300.00 feet thence Westerly 45.72 feet along said curve through a central angle of 2° 00' 54" to the **TRUE POINT OF BEGINNING**; thence leaving said North line of Mureau Road

North 9° 15' 49" East 1012.48 feet to the beginning of a curve concave to the East having a radius of 2150.00 feet; thence

Northerly 816.78 feet along said curve through a central angle of 21° 46' 00" to a point of reverse curvature concave to the West having a radius of 1500.00 feet; thence

Northerly 863.81 feet along said curve through a central angle of 32° 59' 43"; thence

North 13° 54' 41" East 885.44 feet; thence

North 0° 42' 28" East 940.76 feet; thence

North 47° 07' 45" West 399.23 feet; thence

North 11° 18' 47" East 715.33 feet; thence

North 0° 17' 20" West 723.61 feet to a point on the Northerly line of said tract, said point bears North 89° 14' 00" West 333.33 feet from the Northeast corner of said tract; thence along said Northerly line

North 89° 14' 00" West 557.79 feet; thence

North 89° 03' 15" West 741.20 feet; thence leaving said Northerly line

South 15° 53' 28" East 438.30 feet; thence

South 47° 17' 34" East 174.77 feet; thence

South 6° 11' 34" East 312.10 feet; thence

South 28° 48' 26" West 314.52 feet; thence

South 266.00 feet along the East line of the land described in Instrument No. 85-568130, recorded May 21, 1985 of Official Records, as shown on said Tract No. 39509 to the Southeast corner of said land; thence

South 24° 56' 49" East 364.60 feet; thence

South 32° 52' 51" East 480.00 feet; thence

South 32° 07' 09" West 200.00 feet; thence

South 25° 00' 24" East 470.34 feet; thence

South 34° 01' 25" East 280.00 feet; thence

South 10° 58' 35" West 368.56 feet; thence

South 46° 57' 43" West 333.10 feet; thence

South 3° 15' 31" West 700.20 feet; thence

South 16° 33' 19" West 543.04 feet; thence

South 9° 15' 49" West 806.69 feet; thence

South 3° 04' 56" West 331.83 feet; thence

South 11° 24' 42" West 35.00 feet to a point on the North line of the aforementioned Mureau Road, said point lying on a curve concave to the South having a radius of 1300.00 feet through which a radial bears North 11° 24' 42" East; thence

Easterly 480.03 feet along said curve through a central angle of 21° 09' 24" to the **TRUE POINT OF BEGINNING.**

The Crummer Canyon Road easement shall not be more than 100 feet wide and shall be located within the following described area:

That portion of Tract No. 39509 in the unincorporated territory of the County of Los Angeles, State of California, recorded in book 1119 pages 38 through 66 of Maps, in the Office of the Recorder of said County, within a strip of land 300.00 feet wide, lying 150.00 feet on each side of the following described line:

Beginning at the intersection of the Southerly boundary of said Tract with the Northerly line of Mureau Road, 100 feet wide, as shown on said Tract; thence North 55° 25' 00" West 426.73 feet along said Northerly line to the beginning of a curve concave to the South having a radius of 1300.00 feet thence Westerly 286.34 feet along said curve through a central angle of 12° 37' 12" to the **True Point of Beginning**; thence leaving said Northerly line

North 15° 21' 32" East 134.61 feet to a curve concave to the West having a radius of 2000.00 feet; thence

Northerly 359.11 feet along said curve through a central angle of 10° 17' 16"; thence

North 5° 04' 15" East 309.37 feet to a curve concave to the East having a radius of 3500.00 feet; thence

Northerly 948.40 feet along said curve through a central angle of 15° 31' 32"; thence

North 20° 35' 47" East 716.24 feet to the beginning of a curve concave to the West having a radius of 1600.00 feet; thence

Northerly 870.25 feet along said curve through a central angle of 31° 09' 48"; thence

North 10° 34' 01" West 2266.82 feet to the beginning of a curve concave to the East having a radius of 2400.00 feet; thence

Northerly 518.27 feet along said curve through a central angle of 12° 11' 11" to a point in the Northerly line of said Tract No. 39509. Said point bears North 89° 03' 15" West 172.13 feet from the Westerly terminus of a line that bears North 89° 14' 00" West 891.12 feet from the Northeast corner of said Tract.

The sidelines of the above described strip shall be prolonged or shortened so as to begin in the Northerly line of Mureau Road and terminate in the Northerly line of said Tract No. 39509.

PARCEL 4: (THOUSAND OAKS BOULEVARD)

A non-exclusive easement for the construction, use, maintenance and replacement of road, bridge, culvert and related facilities, including utility improvements, graded cuts, fills, slope drainage devices and remedial grading, drainage pipes, structures and related facilities, landscaping and irrigation facilities, retaining walls, erosion control devices and equestrian trails and to the extent required by governmental authorities in connection with the installation of the improvements and facilities described above, for Wetland Restoration Areas and the Preservation of Wildlife corridors; also, together with a road easement, not to be more than one hundred (100) feet wide, all lying within the following described property:

That portion of Tract No. 39509, in the unincorporated territory of the County of Los Angeles, State of California, recorded in Book 1119, Pages 38 through 66 of Maps, in the office of the Recorder of said County, within the following described boundaries:

Beginning at the Northwest corner of said Tract No. 39509; thence South 89° 03' 15" East 923.21 feet along the North line of said Tract No. 39509 to the **TRUE POINT OF BEGINNING**; thence continuing

South 89° 03' 15" East 687.08 feet along said North line; thence leaving said Northerly line

South 17° 25' 39" West 245.34 feet to the beginning of a curve concave to the East having a radius of 175.00 feet; thence

Southerly 184.20 feet along said curve through a central angle of 60° 18' 28"; thence

South 42° 52' 50" East 100.46 feet; thence

South 17° 53' 15" West 101.83 feet; thence

South 55° 23' 03" West 207.27 feet; thence

South 2° 03' 05" East 136.17 feet; thence

South 45° 58' 13" West 92.81 feet; thence
South 4° 56' 52" West 91.71 feet; thence
South 71° 55' 39" West 71.72 feet; thence
South 19° 05' 39" West 322.87 feet; thence
North 89° 49' 55" West 152.55 feet; thence
South 0° 37' 47" East 213.77 feet; thence
South 45° 02' 44" West 61.16 feet; thence
South 7° 29' 44" East 231.80 feet; thence
South 60° 07' 08" West 53.38 feet; thence
South 7° 29' 44" East 225.50 feet; thence
South 47° 00' 12" West 72.92 feet; thence
North 88° 16' 16" West 201.39 feet; thence
North 0° 48' 00" West 531.84 feet; thence
North 5° 26' 49" East 198.41 feet; thence
North 84° 42' 48" West 87.34 feet; thence
North 16° 49' 30" East 152.43 feet; thence
North 28° 33' 32" West 301.13 feet; thence
North 13° 51' 03" East 44.38 feet; thence
North 70° 29' 35" East 312.92 feet; thence
North 24° 30' 01" West 345.43 feet; thence
North 19° 13' 30" West 524.25 feet to the **TRUE POINT OF BEGINNING.**

The Thousand Oaks Boulevard easement shall not be more than 100 feet wide and shall be located within the following described area:

That portion of Tract No. 39509 shown as Thousand Oaks Boulevard in the unincorporated territory of the County of Los Angeles, State of California, recorded in book 1119 pages 38 through 66 of Maps, in the Office of the Recorder of said County, within a strip of land 100.00

feet wide, lying 50.00 feet on each side of the following described line:

Beginning at a point on the West line of said Tract No. 39509 said point being the intersection of said West line and the centerline of thousand Oaks Boulevard, 100.00 feet wide, said point lying on a curve concave to the Northwest having a radius of 1250.00 feet through which a radial bears South 15° 23' 38" East; thence

Easterly and Northerly 1631.29 feet along said curve through a central angle of 74° 46' 22"; thence

North 0° 10' 00" West 474.50 feet to a curve concave to the East having a radius of 1250 feet; thence

Northerly 498.15 feet along said curve through a central angle of 22° 50' 00"; thence

North 22° 40' 00" East 430.00 feet to a curve concave to the West having a radius of 3600.00 feet; thence

Northerly 434.59 feet along said curve through a central angle of 6° 55' 00"; thence

North 15° 45' 00" East 318.18 feet to the Northerly line of said Tract No. 39509 and there terminating.

PARCEL 5: ("A" STREET)

A non-exclusive easement for the construction, use, maintenance and replacement of road, bridge, culvert and related facilities, including utility improvements, graded cuts, fills, slope drainage devices and remedial grading, drainage pipes, structures and related facilities, landscaping and irrigation facilities, retaining walls and erosion control devices, and to the extent required by governmental authorities in connection with the installation of the improvements and facilities described above, for Wetland Restoration Areas and the Preservation of Wildlife Corridors; also, together with a road easement, not to be more than one hundred (100) feet wide, all lying within the following described property:

That portion of Tract No. 39509, in the unincorporated territory of the County of Los Angeles, State of California, recorded in Book 1119, Page 38 through 66 of Maps, in the office of the County Recorder of said County, within the following described land:

Beginning at the intersection of the Northerly line of Mureau Road, 100 feet wide, with the West line of said Tract No. 39509; thence

Easterly following said Northerly line along a curve concave to the North having a radius of 950.00 feet through which intersection point a radial bears South 7° 51' 00" East, an arc distance of 25.73 feet through a central angle of 1° 33' 07"; thence continuing along said Northerly line the following five courses,

North 80° 35' 53" East 414.55 feet to the beginning of a curve concave to the South having a radius of 1050.00 feet; thence

Easterly 410.54 feet along said curve through a central angle of 22° 24' 07"; thence South 77° 00' 00" East 420.00 feet to the beginning of a curve concave to the North having a radius of 950.00 feet; thence

Easterly 257.00 feet along said curve through a central angle of 15° 30' 00"; thence

North 87° 30' 00" East 399.19 feet; thence

leaving said Northerly right-of-way North 16° 13' 18" West 867.97 feet; thence

North 10° 40' 15" East 494.86 feet; thence

North 11° 30' 34" West 730.45 feet; thence

North 40° 42' 36" West 1365.72 feet to a point on the Southerly line of Thousand Oaks Boulevard, 100.00 feet wide, as shown on said Tract No. 39509, said line being a curve concave to the Northwest having a radius of 1300.00 feet through which a radial bears South 54° 56' 00" East; thence

Southwesterly 910.52 feet along said curve through a central angle of 40° 07' 49" to a point on the West line of said Tract; thence along said West line

South 0° 22' 09" East 1732.38 feet; thence continuing

South 0° 11' 56" East 786.68 feet to the **TRUE POINT OF BEGINNING.**

PARCEL 6: (MUREAU ROAD)

A non-exclusive easement for ingress and egress and rights incidental thereto over following described property:

That portion of Tract No. 39509 shown as Mureau Road in the unincorporated territory of the County of Los Angeles, State of California, recorded in Book 1119, Pages 38 through 66 of Maps, in the office of the Recorder of said County, within a strip of land 100.00 feet wide, lying Southerly of the following described line:

Beginning at the intersection of the Northerly line of Mureau Road, 100 feet wide, as shown on said Tract No. 39509 with the Southerly boundary of said tract; thence Westerly along the Northerly line of Mureau Road the following courses

North 55° 25' 00" West 426.73 feet to a curve concave to the South having a radius of 1300.00 feet; thence

Westerly 807.36 feet along said curve through a central angle of 35° 35' 00"; thence

South 89° 00' 00" West 410.00 feet to a curve concave to the North having a radius of 950.00 feet; thence

Westerly 172.71 feet along said curve through a central angle of $10^{\circ} 25' 00''$; thence

North $80^{\circ} 35' 00''$ West 462.00 feet to a curve concave to the South having a radius of 1050.00 feet; thence

Westerly 218.38 feet along said curve through a central angle of $11^{\circ} 55' 00''$ thence

South $87^{\circ} 30' 00''$ West 1372.00 feet to the beginning of a curve concave to the North having a radius of 950.00 feet; thence

Westerly 257.00 feet along said curve through a central angle of $15^{\circ} 30' 00''$; thence

North $77^{\circ} 00' 00''$ West 420.00 feet to the beginning of a curve concave to the South having a radius of 1050.00 feet; thence

Westerly 410.54 feet along said curve through a central angle of $22^{\circ} 24' 07''$; thence

South $80^{\circ} 35' 53''$ West 414.55 feet to the beginning of a curve concave to the North having a radius of 950.00 feet; thence

Westerly 25.73 feet along said curve through a central angle of $1^{\circ} 33' 07''$ to a point in the West line of said Tract No. 39509 and there terminating.

The Southerly line of the above described strip shall be prolonged or shortened so as to begin in the Southeasterly line and terminate in the Westerly line of said Tract No. 39509.

END OF DESCRIPTION