

ORDINANCE NO. 520

AN ORDINANCE OF THE CITY OF MOORPARK, CALIFORNIA, APPROVING THE FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT NO. 2012-03 BETWEEN THE CITY OF MOORPARK AND MOORPARK CASEY ROAD, L.P., AND MAKING A DETERMINATION OF EXEMPTION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT IN CONNECTION THEREWITH

WHEREAS, Section 65864, Article 2.5, Chapter 4, Division 1, Title 7 of the State Planning and Zoning Law provides that cities may enter into contractual obligations known as Development Agreements with persons having equitable interest in real property for development of that property; and

WHEREAS, on July 18, 2007, the City Council adopted Resolution No. 2007-2611, adopting a Mitigated Negative Declaration, and approving General Plan Amendment No. 2004-05 for a change of land use designation from Specific Plan 9 (SP-9) – School Overlay to Very High Density Residential (VH); and

WHEREAS, on March 1, 2017, the City Council conducted a duly noticed public hearing and adopted Resolution No. 2017-3582 approving Residential Planned Development Permit No. 2012-02 for the construction of a 200-unit apartment complex and associated site improvements on approximately 11.66 acres located at 150 Casey Road, and adopted a Mitigated Negative Declaration from a previous project, Residential Planned Development Permit No. 2012-02; and

WHEREAS, on March 15, 2017, the City Council adopted Ordinance No. 443, approving Development Agreement No. 2012-03 (DA) by and between the City of Moorpark and Essex Moorpark Owner L.P. in association with Residential Planned Development Permit No. 2012-02; and

WHEREAS, on June 7, 2021, an application was filed to amend the terms of the DA between the City of the Moorpark and Essex Moorpark Owner L.P.; and

WHEREAS, on September 15, 2021, the City Council adopted Ordinance No. 490 approving the First Amendment to DA No. 2012-03; and

WHEREAS, on September 19, 2022, an application was filed to amend the terms of the DA between the City of the Moorpark and Essex Moorpark Owner L.P.; and

WHEREAS, on November 2, 2022, the City Council adopted Ordinance No. 509 approving the Second Amendment to DA No. 2012-03; and

WHEREAS, on December 27, 2022, an application was filed to amend the terms of the DA between the City of the Moorpark and Essex Moorpark Owner L.P.; and

WHEREAS, on March 1, 2023, the City Council adopted Ordinance No. 511 approving the Third Amendment to DA No. 2012-03; and

WHEREAS, on December 19, 2023, the Planning Commission adopted Resolution No. PC-2023-700 recommending that the City Council approve the Fourth Amendment to DA No. 2012-03; and

WHEREAS, at a duly noticed public hearing on January 3, 2024, the City Council considered the Fourth Amendment to the DA, and public testimony related thereto; and

WHEREAS, the City Council has considered all points of public testimony relevant to the Fourth Amendment to the DA and has given careful consideration to the content of the Fourth Amendment to the DA, and has reached a decision on the matter; and

WHEREAS, the Community Development Director has determined that this project, as amended, is consistent with the environmental determination that was previously-approved for Residential Planned Development Permit No. 2012-02. Therefore, no further environmental documentation is required.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK, DOES ORDAIN AS FOLLOWS:

SECTION 1. ENVIRONMENTAL DOCUMENTATION: The City Council concurs with the Community Development Director that the Fourth Amendment to the DA is consistent with the Mitigated Negative Declaration adopted for Residential Planned Development Permit No. 2012-02.

SECTION 2. The City Council of the City of Moorpark does hereby find as follows:

- A. The provisions of the Fourth Amendment to the DA are consistent with the General Plan in that it will help achieve the goals of the Land Use Element and Housing Element and is consistent with the goals and policies of all other elements.
- B. The provisions of the Fourth Amendment to the DA and the assurances that said agreement places upon the project are consistent with the provisions of Chapter 15.40 of the Moorpark Municipal Code because the DA, First Amendment, and Second Amendment contain the elements required by Section 15.40.030 and shall be processed through a duly-noticed public hearing process as required by law.

SECTION 3. The City Council hereby adopts the Fourth Amendment to the DA attached hereto and incorporated herein (Exhibit A) between the City of Moorpark, a municipal corporation, and Moorpark Casey Road, L.P. and the City Clerk is hereby directed to cause one copy of the signed, adopted agreement to be recorded with the County Recorder no later than ten (10) days after the City enters into the DA pursuant to the requirements of Government Code Section 65868.5.

SECTION 4. If any section, subsection, sentence, clause, phrase, part or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

SECTION 5. This Ordinance shall become effective thirty (30) days after its passage and adoption.

SECTION 6. The City Clerk shall certify to the passage and adoption of this ordinance; shall enter the same in the book of original ordinances of said City; shall make a written record of the passage and adoption thereof in the minutes of the proceedings of the City Council at which the same is passed and adopted; and shall publish notice of adoption in the manner required by law.

PASSED, AND ADOPTED this 17th day of January, 2024.


Chris R. Enegren, Mayor

ATTEST:


Ky Spangler, City Clerk



Exhibit A – Fourth Amendment to Development Agreement with Attachments

Recording Requested By
And When Recorded Return to:

CITY CLERK
CITY OF MOORPARK
799 Moorpark Avenue
Moorpark, California 93021

EXEMPT FROM RECORDER'S FEES
Pursuant to §§ 6103, 27383 and 27388.1
of the California Government Code

FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF MOORPARK

AND

MOORPARK CASEY ROAD, L.P.

**FOURTH AMENDMENT
TO DEVELOPMENT AGREEMENT**

This FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT ("Fourth Amendment") is dated as of _____, 2024, and is entered into by and between the CITY OF MOORPARK, a municipal corporation ("City"), and MOORPARK CASEY ROAD, L.P., a California limited partnership ("Developer"), as successor in interest to ESSEX MOORPARK OWNER, L.P., a California limited partnership which was the original owner and developer of the Property described herein ("Original Developer").

RECITALS

WHEREAS, the City and the Original Developer entered into that certain Development Agreement dated April 17, 2017, which was recorded on April 17, 2017, as Document No. 20170417-00050720-0 in the Official Records of Ventura County, California; and

WHEREAS, the City and the Original Developer entered into the First Amendment to the Development Agreement ("First Amendment") dated August 2, 2022, which was recorded on August 4, 2022, as Document No. 2022000082017 in the Official Records of Ventura County, California; and

WHEREAS, the City and the Original Developer entered into the Second Amendment to the Development Agreement ("Second Amendment") dated December 2, 2022, which was recorded on December 14, 2022, as Document No. 2022000115909 in the Official Records of Ventura County, California; and

WHEREAS, the City and Original Developer entered into the Third Amendment to the Development Agreement ("Third Amendment") dated April 5, 2023, which was recorded on April 7, 2023, as Document No. 2023000025399 in the Official Records of Ventura County, California, (as so amended, the "DA"); and

WHEREAS, on March 9, 2023 and by Grant Deed recorded on March 10, 2023 as Document No. 2023000018401, Developer became the successor in interest to the Property and to the DA from the Original Developer, and thereafter the Developer immediately conveyed the "City Site," as such property was described in the DA to the City by way of a Grant Deed dated March 1, 2023 and recorded as Document No. 2023000018402; and

WHEREAS, on March 9, 2023, the City and Developer entered into the Amended and Restated Affordable Housing Agreement that was recorded as Document No. 2023000018406; and

WHEREAS, the Development Agreement, as amended by the First Amendment, Second Amendment and Third Amendment, is referred to as the "DA" and pertains to the real property described on Exhibit A, attached hereto (the "Property"); and

WHEREAS, City and Developer desire to amend the DA in certain respects, as more particularly set forth below.

NOW, THEREFORE, the parties hereby agree as follows:

1. Amendments.

- a. Section 6.13 of the DA is hereby deleted and is replaced with the following revised Section 6.13:

"6.13 Assessment Districts. Prior to issuance of a Zoning Clearance for the first building permit or the approval of any final map for the Project: (a) Owner shall pay the City a single Fifty Thousand Dollar (\$50,000) Assessment District Formation Fee; and (b) a fully-funded Assessment District shall be formed that includes the Property. The Assessment District shall be for the purposes of funding future costs for the maintenance of the parkway landscaping on Casey Road and Walnut Canyon Road, landscaping and irrigation of the landscaped area on the City Site and southerly of the retaining wall along the northerly boundary of the City Site, the maintenance of the storm water quality basin and drainage improvements, including any basin landscaping and irrigation, and the maintenance of the storm water basin access drive, pedestrian walkway, emergency access drive on the City Site. It shall be the intent of the City to approve the required assessment each year, but to only levy that portion of the assessment necessary to recover any past City costs or any anticipated City costs for that fiscal year. The City shall administer the annual setting of the levy of the Assessment District, and any costs related to such administration shall be charged to the Assessment District as permitted by law. Owner agrees to cast affirmative ballots for the establishment of the Assessment District for the purposes specified in this subsection. Owner hereby waives any right they may have to contest or protest any such assessments or assessment increases. In the event that the Assessment District has insufficient funds for its purposes, then Owner shall pay the funds required to the Assessment District within five (5) business days after written demand from the City Manager or his or her designee from time to time."

- b. Section 6.25 of the DA is hereby deleted and is replaced with the following revised Section 6.25:

"6.25 Emergency and Secondary Access; Pedestrian Walkway. Developer agrees, prior to issuance of certificate of occupancy for the

first residential building within the Project to construct: (i) a road from High Street to the Property through the City Site for vehicular emergency and secondary access, and (ii) a walkway from High Street to the Property through the City Site at its sole cost and expense, as depicted on the building plans for the Project approved by the City's Engineer and Community Development Director. The Ventura County Fire Department has determined that no improvements to High Street are required for emergency secondary access to the Project. The Developer shall have the right to construct and utilize the emergency access road and pedestrian walkway in accordance with an Access and Construction Easement Agreement (or similarly named document) that shall be entered into between the City and the Developer in the general form attached hereto as Exhibit "B" to this Fourth Amendment to the DA. The emergency access road and pedestrian walkway shall be subject to modification and relocation, at the City's discretion but subject to the conditions set forth in the easement agreement, as necessary to complete the extension of High Street within or abutting the City Site and to otherwise use the City Site for other lawful purposes."

- c. The last paragraph of Section 6.26 of the DA (Section 10 of the First Amendment, as amended by the Second Amendment) is hereby further amended to add the following sentence at the end of that last paragraph:

"The Offsite Improvement Performance Bond and Payment Bond shall be obtained and filed with the City prior to final inspection or the issuance of a certificate of occupancy for the first multifamily residential building constructed on the Property."

- d. Section 6.40 of the DA is hereby deleted and is replaced with the following revised Section 6.40:

"6.40 City Financing of Certain Development Fees through a Residual Receipts Loan. Developer has requested and City has agreed to finance the payment of certain portions of City development impact fees required in Sections 6.3 (Development Fee), and 6.7 (Park Fees and Public Art Fee) to be paid for construction of the Project in the form of a \$3,890,500 fifty-five year Residual Receipts Loan (the "City Residual Receipts Loan") as described below. The City Residual Receipts Loan shall be evidenced by the City Loan Note and secured by the City Loan Deed of Trust, which shall include a term of 55 years from completion and simple interest at 3.00% per annum, which shall be repayable solely from the City's pro rata share of 50% of Residual Receipts (which will be shared by other public lenders making loans required to finance the development). The City Manager shall have the authority to adjust the residual receipts percentage in the City Loan Note before it is executed in order to be consistent with the foregoing. The City Residual Receipts Loan shall be secured by a deed of trust

encumbering the Project that is subordinate only to the liens of the Project's bond financing and any state agency debt that is required by regulation to be senior to the City's Residual Receipts Loan, and the City Manager shall have the authority to execute reasonable subordination agreements in connection therewith. The term "**Residual Receipts**" in a particular calendar year shall mean the amount by which Gross Revenue exceeds Annual Operating Expenses.

"Gross Revenue" means for each calendar year, all revenue, income, receipts, and other consideration actually received by the borrower from operation and leasing of the Project. Gross Revenue includes, but is not limited to: (1) All rents, fees and charges paid by tenants, payments or other rental subsidy payments received for the dwelling units, deposits forfeited by tenants, all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements resulting in actual income to Borrower; (2) The proceeds of business interruption or similar insurance; (3) Any payment received in consideration for the leasing or other use of any portion of the project; (4) Subject to the rights of senior lenders, the proceeds of casualty insurance to the extent not utilized to repair or rebuild the project (or applied toward the cost of recovering such proceeds); (5) Subject to the rights of senior lenders, condemnation awards for a taking of part or all of the project for a temporary period; and (6) Gross Revenue shall exclude tenants' security deposits, loan proceeds, capital contributions or other similar advances.

"Annual Operating Expenses" with respect to a particular calendar year means the following costs reasonably and actually incurred for operation and maintenance of the project to the extent that they are consistent with an annual independent audit performed by a certified public accountant using generally accepted accounting principles: (1) Property taxes and assessments imposed on the property; (2) Debt service and associated fees currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the project) on loans associated with development of the project and approved by the City in writing; (3) Property management fees and reimbursements, not to exceed fees and reimbursements which are standard in the industry, and pursuant to a management contract approved by the City in writing; (4) Premiums for property damage and liability insurance; (5) Any annual license or certificate of occupancy fees required for operation of the Project; (6) Annual regulatory compliance monitoring fees payable to the City; (7) Security services; (8) Advertising and marketing costs; (9) Replenishment of Project reserves and cash deposited into reserves for capital replacements of the Project in an amount approved by the City in writing or required as part of any construction or permanent loan for the Project that is secured by a deed of trust on the Project, and which loan has been approved by the City in

writing; (10) Partnership management fees, asset management fees, and general partner management fees in the amount in the Borrower's amended and restated partnership agreement which has been delivered to the City; (11) Utility services not paid for directly by tenants, including without limitation, water, sewer, and trash collection; (12) Maintenance and repair, including pest control, landscaping, grounds maintenance, painting and decorating, cleaning, common systems repair, janitorial supplies and services; (13) Social services fees and expenses; (14) Annual audit fees, inspection fees, or monitoring fees required in relation to any approved financing; (15) Extraordinary operating costs specifically approved by the City in writing in its reasonable discretion; (16) Payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves; (17) Reasonable accounting fees and legal fees; (18) Payments of Deferred Developer Fee; and (19) Other ordinary and reasonable operating expenses approved by the City in its reasonable discretion and not listed above.

Annual Operating Expenses shall exclude the following: depreciation, amortization, depletion or other non-cash expenses, the Incentive Management Fee (as defined in the Borrower's amended and restated partnership agreement), and any amount expended from a reserve account.

- e. Section 7.18 of the DA is hereby deleted and is replaced with the following revised Section 7.18:

"7.18 Storm Water/Flood Detention Basin. Developer shall construct a permanent detention basin, temporary sediment basin, and access road to the basins on the City Site in accordance with grading plans approved by the City Engineer and Community Development Director, at Developer's sole cost and expense. The Developer shall have the right to construct such improvements and use such basins for purposes of the Project in accordance with a Drainage and Construction Easement Agreement that shall be entered into between the City and the Developer in the general form attached hereto as Exhibit "C" to this Fourth Amendment to the DA. The detention basin, temporary sediment basin and access road to the basins shall be subject to modification and relocation, at the City's discretion but subject to the conditions set forth in the easement agreement, as necessary to complete the extension of High Street within or abutting the City Site and to otherwise use the City Site for other lawful purposes."

2. Reaffirmation. Except as specifically amended hereby, the DA is and shall remain in full force and effect; and to the extent that there are any

inconsistencies between the provisions of this Fourth Amendment and the DA, the provisions hereof shall control.

- 3. Counterparts. This Fourth Amendment may be executed by the parties hereto in separate counterparts, and signatures delivered electronically, and each counterpart when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed the day and year first above written.

DEVELOPER:

MOORPARK CASEY ROAD, L.P.
a California limited partnership

By: Moorpark Casey Road, LLC,
a California limited liability company, its
Administrative General Partner

By: Danco Communities, a California
corporation,
Its Manager

By: _____
Daniel Johnson
President

By: Community Revitalization and
Development Corporation, a California
nonprofit public benefit corporation, its
Managing General Partner

By: _____
David Rutledge
President

CITY:

CITY OF MOORPARK,
a municipal corporation

By: _____
Chris R. Enegren, Mayor

ATTEST:

Ky Spangler, City Clerk

APPROVED AS TO FORM:

By: _____
Kevin G. Ennis, City Attorney

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

TO FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCEL "A" AS SHOWN ON LOT LINE OF ADJUSTMENT NO. 2014-1, AS EVIDENCED BY DOCUMENT RECORDED AUGUST 31, 2016 AS INSTRUMENT NO. 20160831-00125261-0 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF PARCEL 2B OF IN THAT CERTAIN LOT LINE ADJUSTMENT NO. 2005-04 IN THE CITY OF MOORPARK, COUNTY OF VENTURA, STATE OF CALIFORNIA, RECORDED JULY 21, 2005 AS DOCUMENT NO. 20050721-0178764 OR OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A PORTION OF LOT "T", TRACT NO. "L", RANCHO SIMI, AS PER MAP FILED IN BOOK 5, PAGE 5 OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF SAID COUNTY RECORDER AND A PORTION OF LOT 4, TRACT NO. 3 AS PER MAP ENTITLED "MAP OF M.L. WICKS SUBDIVISION OF PART OF TRACT U AND ADDITION TO MOORPARK, IN THE RANCHO SIMI, VENTURA COUNTY, CALIFORNIA" IN SAID CITY, COUNTY AND STATE AS SHOWN ON MAP FILED IN BOOK 5, PAGE 37 OF SAID MISCELLANEOUS RECORDS (MAPS).

TOGETHER WITH THAT PORTION OF PARCEL 1A OF IN THAT CERTAIN LOT LINE ADJUSTMENT NO. 2005-03 IN THE CITY OF MOORPARK, COUNTY OF VENTURA, STATE OF CALIFORNIA, RECORDED MAY 3, 2005 AS DOCUMENT NO. 20050503-0108315 OR OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A PORTION OF LOT "T", TRACT NO. "L", RANCHO SIMI AS PER MAP FILED IN BOOK 5 PAGE 5 OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF SAID COUNTY RECORDER, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE;

BEGINNING AT A POINT IN EAST LINE OF PARCEL 1A OF SAID LOT LINE ADJUSTMENT NO. 2005-03, DISTANT THEREON NORTH 292.97 FEET FROM THE SOUTHEASTERLY CORNER THEREOF;

1ST THENCE, DEPARTING SAID EAST LINE SOUTH 89°38'32" WEST 752.05 FEET;

2ND THENCE, SOUTH 27°20'34" WEST 36.75 FEET;

3RD THENCE, SOUTH 89°03'54" WEST 293.78 FEET TO A POINT IN THE WEST LINE OF SAID PARCEL 1A.

EXCEPT AS TO A PORTION OF SAID LAND ALL OIL, GAS OR OTHER HYDROCARBON SUBSTANCES, BUT WITHOUT THE RIGHT TO ENTER UPON THE SURFACE OR SUBSURFACE THEREOF WITHIN 500 FEET, MEASURED VERTICALLY FROM THE PRESENT SURFACE AS RESERVED BY MERI V. BURKHOLDER, BY DEED RECORDED IN BOOK 1592, PAGE 487 OF OFFICIAL RECORDS.

ALSO EXCEPT 50% OF A PORTION OF SAID LAND ALL OIL AND MINERAL RIGHTS IN AND UNDER SAID LAND, AS RESERVED BY WALLY F. MCFFELT, IN THE DEED RECORDED MARCH 28, 1942 IN BOOK 653, PAGE 659 OF OFFICIAL RECORDS.

ALSO EXCEPT AN UNDIVIDED 25% IN AND TO A POINT ON SAID LAND THE TOTAL OIL AND MINERAL RIGHTS IN AND UNDER SAID LAND, WITHOUT HOWEVER, THE RIGHT OF SURFACE OR SUBSURFACE ENTRY UPON SAID LAND WITHIN 500 FEET OF THE PRESENT SURFACE MEASURED VERTICALLY THEREFROM, AS RESERVED BY RILEY SPENCE AND DORA E. SPENCER, IN DEED RECORDED IN BOOK 1587, PAGE 274 OF OFFICIAL RECORDS.

PARCEL 2:

PARCEL "B" AS SHOWN ON LOT LINE OF ADJUSTMENT NO. 2014-1, AS EVIDENCED BY DOCUMENT RECORDED AUGUST 31, 2016 AS INSTRUMENT NO. 20160831-00125261-0 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF PARCEL 1A OF IN THAT CERTAIN LOT LINE ADJUSTMENT NO. 2005-03 IN THE CITY OF MOORPARK, COUNTY OF VENTURA, STATE OF CALIFORNIA, RECORDED MAY 3, 2005 AS DOCUMENT NO. 20050503-0108315 OR OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A PORTION OF LOT "T", TRACT NO. "L", RANCHO SIMI AS PER MAP FILED IN BOOK 5 PAGE 5 OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF SAID COUNTY RECORDER.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE CITY OF MOORPARK BY DEED APRIL 30, 2009 AS INSTRUMENT NO. 20090430-00069389 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE;

BEGINNING AT A POINT IN EAST LINE OF PARCEL 1A OF SAID LOT LINE ADJUSTMENT NO. 2005-03, DISTANT THEREON NORTH 292.97 FEET FROM THE SOUTHEASTERLY CORNER THEREOF;

1ST THENCE, DEPARTING SAID EAST LINE SOUTH 89°38'32" WEST 752.05 FEET;

2ND THENCE, SOUTH 27°20'34" WEST 36.75 FEET;

3RD THENCE, SOUTH 89°03'54" WEST 293.78 FEET TO A POINT IN THE WEST LINE OF SAID PARCEL 1A.

ALSO EXCEPT AS TO A PORTION OF SAID LAND ALL OIL, GAS OR OTHER HYDROCARBON SUBSTANCES, BUT WITHOUT THE RIGHT TO ENTER UPON THE SURFACE OR SUBSURFACE THEREOF, WITHIN 500 FEET, MEASURED VERTICALLY FROM THE PRESENT SURFACE AS RESERVED BY MERI V. BURKHOLDER, BY DEED RECORDED IN BOOK 1592, PAGE 487 OF OFFICIAL RECORDS.

ALSO EXCEPT 50% OF A PORTION OF SAID LAND ALL OIL AND MINERAL RIGHTS IN AND UNDER SAID LAND, AS RESERVED BY WALLY F. MCFFELT, IN THE DEED RECORDED MARCH 28, 1942 IN BOOK 653, PAGE 659 OF OFFICIAL RECORDS.

ALSO EXCEPT AN UNDIVIDED 25% IN AND TO A POINT ON SAID LAND THE TOTAL OIL AND MINERAL RIGHTS IN AND UNDER SAID LAND, WITHOUT HOWEVER, THE RIGHT OF SURFACE ENTRY UPON SAID LAND WITHIN 500 FEET OF THE PRESENT SURFACE MEASURED VERTICALLY THEREFROM, AS RESERVED BY RILEY SPENCE AND DORA E. SPENCER, IN DEED RECORDED IN BOOK 1587, PAGE 274 OF OFFICIAL RECORDS.

APN: 511-0-020-26 5 AND 511-0-020-275

EXHIBIT "B"

TO FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

EMERGENCY ACCESS AND CONSTRUCTION EASEMENT AGREEMENT

(Exhibit L to DA)

This instrument prepared by and when recorded return to:

Moorpark Casey Road LP
5251 Ericson Way
Arcata, CA 95521

**EMERGENCY ACCESS, PEDESTRIAN ACCESS, AND CONSTRUCTION
EASEMENT AGREEMENT**

This Emergency Access, Pedestrian Access, and Construction Easement Agreement (this "**Agreement**") is dated as of _____, 2024, by and between **MOORPARK CASEY ROAD LP**, a California limited partnership, whose address is 5251 Ericson Way, Arcata, CA 95521 ("**Grantee**"), and the **CITY OF MOORPARK**, a California municipal corporation, whose address is 799 Moorpark Avenue, Moorpark, California 93021 ("**Grantor**"). Grantor and Grantee are sometimes individually referred to herein as a "**Party**" or collectively as the "**Parties**."

RECITALS

A. Grantor owns certain real property in the City of Moorpark, Ventura County, State of California, located at the corner of High Street and Walnut Canyon Road and more particularly described on Exhibit "A" attached hereto ("**Grantor Land**").

B. Grantee owns certain real property in the City of Moorpark, Ventura County, State of California, located at 150 Casey Road and more particularly described on Exhibit "B" attached hereto ("**Grantee Land**").

C. Grantee intends to develop a 200-unit affordable apartment community commonly known as Vendra Gardens (the "**Project**") on the Grantee Land.

D. The Grantor Land is currently vacant.

E. The Grantor Land and the Grantee Land are sometimes referred to individually herein as a “Parcel” and collectively as the “**Parcels.**”

F. As a condition of Project approval by the City of Moorpark Planning Department, and as a pre-requisite of the Project receiving its certificate of occupancy from the City of Moorpark the Project, the Project is required to have emergency and secondary vehicular ingress and egress and pedestrian ingress and egress through the Grantor Property from High Street.

G. Grantor desires to grant a non-exclusive access easement (“**Emergency Access Easement**”) in favor of the Grantee, and the employees, agents, guests, and invitees of the Project (collectively, the “**Grantee Parties**”) for emergency and secondary vehicular access, ingress, and egress to the Grantee Land, from and to High Street over the easement area legally described and depicted on Exhibit “C” attached hereto (the “**Emergency Access Area**”).

H. Grantor also desires to grant a non-exclusive pedestrian access easement (“**Pedestrian Access Easement**”) in favor of the Grantee Parties for pedestrian access, ingress, and egress to the Grantee Land, from and to High Street over the easement area described and depicted on Exhibit “C” attached hereto (the “**Pedestrian Access Area**” and together with the Emergency Access Area, the “**Access Areas**”).

I. As a condition of Project approval by the City of Moorpark Planning Department, and as a pre-requisite of the Project receiving its certificate of occupancy from the City of Moorpark the Project is also required to construct the roadway to be used for emergency and secondary, ingress and egress in the Emergency Access Area (the “**Access Road Improvements**”), as well as the walkway to be used for pedestrian ingress and egress in the Pedestrian Access Area (the “**Walkway Improvements**”), at its cost and as depicted on the approved plans for the Project identified as “Precise Grading Plans” as approved by the City of Moorpark on March 9, 2023 (“**Approved Plans**”).

J. Grantor also desires to grant a temporary construction easement in favor of Grantee and its agents, contractors, and subcontractors (“**Grantee Construction Parties**”) in connection with the construction of the Access Road Improvements and Walkway Improvements, to allow the Grantee Construction Parties access to the Grantor Land to construct the Access Road Improvements and Walkway Improvements substantially in accordance with the Approved Plans (collectively, the “**Work**”).

NOW, THEREFORE, in consideration of the foregoing and mutual representations, warranties, covenants, and agreements herein contained, and such other consideration, the receipt of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated into this Agreement.
2. Term and Commencement Date. The commencement date of this Agreement shall be the date that the Grantee acquires fee title to the Grantee Land (“**Closing Date**”) or such later date set forth herein. Except for the construction easement set forth in Section 4 below, the covenants

under this Agreement are to run with the land in perpetuity and will be binding on all parties and all persons claiming under them.

3. Grant of Easements.

3.1 Emergency Access Easement. Subject to the terms and conditions of this Agreement, Grantor hereby grants to the Grantee Parties, a nonexclusive easement for vehicular ingress and egress over, through, and from the Grantee Land to High Street through the Emergency Access Area. By virtue of this Agreement, Grantor shall maintain a vehicular ingress and egress connection between the Grantor Land and the Grantee Land to High Street by way of the Access Road Improvements, as depicted on Exhibit "C" hereto. Except as otherwise provided in Section 6 of this Agreement, Grantor shall not enter into any agreement or do or suffer any other act or permit any condition which would unreasonably interfere with the reasonable access to and use of the Emergency Access Easement set forth herein.

3.2 Pedestrian Access Easement. Subject to the terms and conditions of this Agreement, Grantor hereby grants to the Grantee Access Parties, a nonexclusive easement for pedestrian ingress and egress over, through, and from the Grantee Land to High Street through the Pedestrian Access Area. By virtue of this Agreement, Grantor shall maintain a pedestrian ingress and egress connection between the Grantor Land and the Grantee Land to High Street by way of the Walkway Improvements, as depicted on Exhibit "C" hereto. Except as otherwise provided in Section 6 of this Agreement, Grantor shall not enter into any agreement or do or suffer any other act or permit any condition which would unreasonably interfere with the reasonable access to and use of the Pedestrian Access Easement set forth herein.

4. Grant of Temporary Construction Easement. Grantor hereby grants to the Grantee Construction Parties, a temporary construction easement (the "**Construction Easement**") to be used for the movement and staging of equipment, and the movement of a work force, over, upon and across the Grantor Land, for construction of the Access Road Improvements in the Emergency Access Area and the Walkway Improvements in the Pedestrian Access Area, together with the right of ingress and egress through the Grantor Land. The Construction Easement shall automatically expire and be of no further force and effect on the date that the City of Moorpark performs a final inspection on, or issues a certificate of occupancy for, the last building in the Project ("**Occupancy Date**").

5. Construction of Improvements. Grantee shall cause the Work to be performed substantially in accordance with the Approved Plans and all other applicable plans and specifications approved by Grantor's City Engineer and Community Development Director. Any and all Work performed by Grantee within the Grantor Land shall be performed in a good and workmanlike manner and in compliance with all applicable laws, rules, regulations and ordinances. Grantee agrees that all Work shall be performed at its sole cost and expense.

6. Modification and Relocation of Easements and Improvements. Grantor shall have the right, in its sole and absolute discretion after the Occupancy Date and at Grantor's cost, to modify or relocate all or any portion of, and/or eliminate portions of, the Emergency Access Easement, Pedestrian Access Easement, and Construction Easement and/or improvements within such

easement areas, in connection with Grantor's lawful use, development or redevelopment of the Grantor Land, including but not limited to, the extension of High Street through the Grantor Land by Grantor or by a third party at the request of Grantor, so as to permit Grantor to construct or cause the construction of such extension with design features required and approved by Grantor or permit Grantor to develop or redevelop the Grantor Land, so long as such elimination, relocation, or modification does not materially adversely impact the use or operation of the Project. Grantor acknowledges and agrees that any such relocation or elimination of improvements by the City pursuant to this Section shall not result in a default under the Development Agreement entered into between the Parties, and that elimination of all or any portion of the Emergency Access Easement shall not result in a violation of the City of Moorpark Municipal Code.

7. Indemnification. Unless caused by the gross negligence or willful misconduct of Grantor, Grantee hereby agrees to defend, indemnify and hold Grantor harmless from and against any and all claims, liabilities, loss, damage, cost or expense, including, but not limited to, attorneys' fees and court costs (collectively, "Loss"), which may be incurred or suffered by Grantor in connection with the use of the Grantor Land by the Grantee Parties and Grantee Construction Parties. Notwithstanding the foregoing, Grantor shall not be indemnified for any Loss to the extent caused by the gross negligence or willful misconduct of Grantor. This provision shall survive the expiration or termination of this Agreement.

8. Maintenance Obligations. The Access Road Improvements and Walkway Improvements shall be included within a maintenance assessment district (the "District") to be created by the Grantor prior to the Occupancy Date. Grantee's land shall be included within the District and be subject to assessments under the District to contribute to the maintenance of the Access Road Improvements and Walkway Improvements. If and when other private property owners on Grantor's land or on other lands off-site from Grantor's land or Grantee's land utilize or benefit from the Access Road and Pedestrian Walkway, such property owners shall be included within the District and contribute their legally required and proportionate share of that maintenance cost through assessments imposed by the District.

9. Mortgagee Protection. Notwithstanding anything to the contrary herein, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust made in good faith for value now or hereafter encumbering any Parcel or any portion thereof. Any party acquiring title to any Parcel or any portion thereof pursuant to the foreclosure or deed-in-lieu of foreclosure of a Mortgage shall not be liable for any fines, penalties, reimbursement obligations or other amounts owing under this Agreement which arise prior to the date such party acquires title to any Parcel or any portion thereof.

10. Entire Agreement. This Agreement constitutes the whole agreement between the Parties hereto and no warranties, agreements or representations have been made or shall be binding upon either Party unless set forth within this Agreement or within a written addendum executed by all Parties hereto. All prior oral agreements between the Parties are superseded by this Agreement.

11. Amendments. Except as otherwise set forth herein, this Agreement may not be amended, modified, changed, or terminated except by a writing signed by all the Parties hereto. A Party may waive one or more of its rights under this Agreement in writing signed by the Party and such

writing need not be recorded. Otherwise, no modification or amendment of any provision of this Agreement shall be binding unless signed by both Parties and recorded against the Parcels in the real property records of Ventura County, California.

12. Notice. (a) All notices shall be addressed to the parties at such addresses as are specified in in the introduction paragraph on page 1 to this Agreement, or as the parties may from time to time direct in writing. Specifically, the Parties agree to give the Investor Limited Partner (as defined below) and any Mortgagee of a Parcel prompt written notice of any default by the other Party under this Agreement. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail and Federal Express) or certified mail. Any notice given by certified mail shall be sent with return receipt requested. Any notice shall be deemed to have been given on (a) the actual day of delivery or refusal, or (b) the day of mailing by registered or certified mail.

(b) Notice to Investor Limited Partner in the event of Grantee's default.

Grantor agrees to give RBC Community Investments, LLC, a Delaware limited liability company, Grantee's investor limited partner ("**Investor Limited Partner**"), written notice of any and all defaults by Grantee under this Agreement, and an opportunity, at the Investor Limited Partner's option, to cause the cure of such default within the cure periods set forth herein, prior to exercising any remedies under this Agreement. Grantor agrees that the Investor Limited Partner will have thirty (30) days after the delivery to Investor Limited Partner of notice of such default to cure, or, as to non-monetary defaults, such longer period as is reasonably necessary for the Investor Limited Partner to effect a cure, provided that curative action is commenced within the cure period and diligently prosecuted. Grantor agrees to accept cure by the Investor Limited Partner as if such cure were made by Grantee. All notices to Investor Limited Partner shall be sent in accordance with the procedures for delivering notices set forth herein to the following address or such alternate or additional contact names and/or addresses of which Grantor is so notified in writing by the Investor Limited Partner:

c/o RBC Community Investments, LLC
600 Superior Avenue, Suite 2300
Cleveland, Ohio 44114
Attention: President and General Counsel

with a copy to:

Bocarsly Emden Cowan Esmail & Arndt LLP
633 West Fifth Street, 64th Floor
Los Angeles, California 90071
Attention: Kyle Arndt, Esq.
(213) 239-8048

13. Time. Time is of the essence of this Agreement.

14. Counterparts. This Agreement may be executed in counterparts and upon every Party having executed a counterpart, each signed copy shall have the same force and effect as an original document and as if the Parties to the counterparts had signed the same document.

15. Binding Agreement. This Agreement shall extend to and bind the representatives, successors and assigns of the parties hereto.

16. Severability. If any term or provision of this Agreement or the application of it to any Party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to Parties or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

17. Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Parties.

18. Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

19. Exhibits and Recitals. The recitals above, mortgagee consents, and exhibits attached hereto are incorporated herein and made a part hereof to the full extent as if each were set forth in its entirety in the body hereof.

20. Interpretation. This Agreement is intended to satisfy the requirements of Internal Revenue Code Section 42, as amended, and the treasury regulations promulgated thereunder and all applicable affordable housing requirements, and shall be interpreted consistently therewith. If this Agreement does not satisfy any such requirement, it shall be retroactively amended in the smallest amount possible so as to comply with such requirements. The parties agree to make any adjustments necessary to facilitate such compliance.

21. Estoppel Certificates. From time to time, upon written request of either party or any of their mortgagees, successors or assigns, each party shall execute and deliver to the requesting party an estoppel certificate confirming whether there are any defaults under this Agreement and such other matters as such requesting party shall reasonably request.

22. Choice of Law. This Agreement and all rights and obligations of the parties hereunder will be governed by and construed and interpreted in accordance with the laws of the State of California.

23. Insurance. Grantee shall maintain comprehensive broad form general liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, covering the Access Area and shall cause its insurance carrier to name such requesting Party as an additional insured on its general liability policy and shall provide evidence of such insurance to Grantor. This provision shall survive the expiration or termination of the Agreement.

24. No Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Grantor Land for the benefit of the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement shall be strictly limited to the purposes herein expressed.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day, month and year first above written.

GRANTEE:

MOORPARK CASEY ROAD LP,
a California limited partnership

By: Moorpark Casey Road LLC,
a California limited liability company,
its Administrative General Partner

By: Danco Communities,
a California corporation,
its Manager

By: _____
Daniel Johnson
President

By: Community Revitalization and Development
Corporation, a California nonprofit public
benefit corporation, its Managing General Partner

By: _____
David Rutledge
President

GRANTOR:

CITY OF MOORPARK,
a California municipal corporation

By: _____
Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Notary Public

(SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Notary Public

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR LAND

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL "B" AS SHOWN ON LOT LINE OF ADJUSTMENT NO. 2014-1, AS EVIDENCED BY DOCUMENT RECORDED AUGUST 31, 2016 AS INSTRUMENT NO. 20160831-00125261-0 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF PARCEL 1A OF IN THAT CERTAIN LOT LINE ADJUSTMENT NO. 2005-03 IN THE CITY OF MOORPARK, COUNTY OF VENTURA, STATE OF CALIFORNIA, RECORDED MAY 3, 2005 AS DOCUMENT NO. 20050503-0108315 OR OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A PORTION OF LOT "T", TRACT NO. "L", RANCHO SIMI AS PER MAP FILED IN BOOK 5 PAGE 5 OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF SAID COUNTY RECORDER.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE CITY OF MOORPARK BY DEED APRIL 30, 2009 AS INSTRUMENT NO. 20090430-00069389 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE;

BEGINNING AT A POINT IN EAST LINE OF PARCEL 1A OF SAID LOT LINE ADJUSTMENT NO. 2005-03, DISTANT THEREON NORTH 292.97 FEET FROM THE SOUTHEASTERLY CORNER THEREOF;

1ST THENCE, DEPARTING SAID EAST LINE SOUTH 89°38'32" WEST 752.05 FEET;

2ND THENCE, SOUTH 27°20'34" WEST 36.75 FEET;

3RD THENCE, SOUTH 89°03'54" WEST 293.78 FEET TO A POINT IN THE WEST LINE OF SAID PARCEL 1A.

ALSO EXCEPT AS TO A PORTION OF SAID LAND ALL OIL, GAS OR OTHER HYDROCARBON SUBSTANCES, BUT WITHOUT THE RIGHT TO ENTER UPON THE SURFACE OR SUBSURFACE THEREOF, WITHIN 500 FEET, MEASURED VERTICALLY FROM THE PRESENT SURFACE AS RESERVED BY MERI V. BURKHOLDER, BY DEED RECORDED IN BOOK 1592, PAGE 487 OF OFFICIAL RECORDS.

ALSO EXCEPT 50% OF A PORTION OF SAID LAND ALL OIL AND MINERAL RIGHTS IN AND UNDER SAID LAND, AS RESERVED BY WALLY F. MCFELT, IN THE DEED RECORDED MARCH 28, 1942 IN BOOK 653, PAGE 659 OF OFFICIAL RECORDS.

ALSO EXCEPT AN UNDIVIDED 25% IN AND TO A POINT ON SAID LAND THE TOTAL OIL AND MINERAL RIGHTS IN AND UNDER SAID LAND, WITHOUT HOWEVER, THE RIGHT OF SURFACE ENTRY UPON SAID LAND WITHIN 500 FEET OF THE PRESENT SURFACE MEASURED VERTICALLY THEREFROM, AS RESERVED BY RILEY SPENCE AND DORA E. SPENCER, IN DEED RECORDED IN BOOK 1587, PAGE 274 OF OFFICIAL RECORDS.

APN: 511-0-020-275

EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE LAND

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL "A" AS SHOWN ON LOT LINE OF ADJUSTMENT NO. 2014-1, AS EVIDENCED BY DOCUMENT RECORDED AUGUST 31, 2016 AS INSTRUMENT NO. 20160831-00125261-0 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF PARCEL 2B OF IN THAT CERTAIN LOT LINE ADJUSTMENT NO. 2005-04 IN THE CITY OF MOORPARK, COUNTY OF VENTURA, STATE OF CALIFORNIA, RECORDED JULY 21, 2005 AS DOCUMENT NO. 20050721-0178764 OR OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A PORTION OF LOT "T", TRACT NO. "L", RANCHO SIMI, AS PER MAP FILED IN BOOK 5, PAGE 5 OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF SAID COUNTY RECORDER AND A PORTION OF LOT 4, TRACT NO. 3 AS PER MAP ENTITLED "MAP OF M.L. WICKS SUBDIVISION OF PART OF TRACT U AND ADDITION TO MOORPARK, IN THE RANCHO SIMI, VENTURA COUNTY, CALIFORNIA" IN SAID CITY, COUNTY AND STATE AS SHOWN ON MAP FILED IN BOOK 5, PAGE 37 OF SAID MISCELLANEOUS RECORDS (MAPS).

TOGETHER WITH THAT PORTION OF PARCEL 1A OF IN THAT CERTAIN LOT LINE ADJUSTMENT NO. 2005-03 IN THE CITY OF MOORPARK, COUNTY OF VENTURA, STATE OF CALIFORNIA, RECORDED MAY 3, 2005 AS DOCUMENT NO. 20050503-0108315 OR OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A PORTION OF LOT "T", TRACT NO. "L", RANCHO SIMI AS PER MAP FILED IN BOOK 5 PAGE 5 OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF SAID COUNTY RECORDER, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE;

BEGINNING AT A POINT IN EAST LINE OF PARCEL 1A OF SAID LOT LINE ADJUSTMENT NO. 2005-03, DISTANT THEREON NORTH 292.97 FEET FROM THE SOUTHEASTERLY CORNER THEREOF;

1ST THENCE, DEPARTING SAID EAST LINE SOUTH 89°38'32" WEST 752.05 FEET;

2ND THENCE, SOUTH 27°20'34" WEST 36.75 FEET;

3RD THENCE, SOUTH 89°03'54" WEST 293.78 FEET TO A POINT IN THE WEST LINE OF SAID PARCEL 1A.

EXCEPT AS TO A PORTION OF SAID LAND ALL OIL, GAS OR OTHER HYDROCARBON SUBSTANCES, BUT WITHOUT THE RIGHT TO ENTER UPON THE SURFACE OR SUBSURFACE THEREOF WITHIN 500 FEET, MEASURED VERTICALLY FROM THE PRESENT SURFACE AS RESERVED BY MERI V. BURKHOLDER, BY DEED

RECORDED IN BOOK 1592, PAGE 487 OF OFFICIAL RECORDS.

ALSO EXCEPT 50% OF A PORTION OF SAID LAND ALL OIL AND MINERAL RIGHTS IN AND UNDER SAID LAND, AS RESERVED BY WALLY F. MCFELT, IN THE DEED RECORDED MARCH 28, 1942 IN BOOK 653, PAGE 659 OF OFFICIAL RECORDS.

ALSO EXCEPT AN UNDIVIDED 25% IN AND TO A POINT ON SAID LAND THE TOTAL OIL AND MINERAL RIGHTS IN AND UNDER SAID LAND, WITHOUT HOWEVER, THE RIGHT OF SURFACE OR SUBSURFACE ENTRY UPON SAID LAND WITHIN 500 FEET OF THE PRESENT SURFACE MEASURED VERTICALLY THEREFROM, AS RESERVED BY RILEY SPENCE AND DORA E. SPENCER, IN DEED RECORDED IN BOOK 1587, PAGE 274 OF OFFICIAL RECORDS.

EXHIBIT C

**LEGAL DESCRIPTIONS/DEPICTIONS OF EMERGENCY ACCESS AND
PEDESTRIAN WALKWAY AREAS**
[attached]

EXHIBIT C

EASEMENT 1 - EMERGENCY ACCESS EASEMENT

THAT PORTION OF PARCEL "B" AS SHOWN ON LOT LINE ADJUSTMENT NO. 2014-1, RECORDED AUGUST 31, 2016 AS INST. NO. 20160831-00125261-0 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL "B"; THENCE, ALONG THE SOUTHERLY LINE OF SAID PARCEL, SOUTH 89°30'40" EAST, 402.00 FEET; THENCE,

NORTH 00°30'58" EAST, 119.71 FEET TO THE **TRUE POINT OF BEGINNING**, BEING ON THE WESTERLY LINE OF HIGH STREET, 80.00 FEET WIDE, PER DEED RECORDED ON APRIL 30, 2009 AS INST. NO. 20090430-00069389-0 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 312.50 FEET, A RADIAL FROM WHICH BEARS NORTH 8°52'38" WEST; THENCE,

WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°18'35", AN ARC DISTANCE OF 34.41 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 544.50 FEET; THENCE,

WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°15'25", AN ARC DISTANCE OF 173.50 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 569.50 FEET; THENCE,

SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°41'08", AN ARC DISTANCE OF 126.09 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 62.50 FEET; THENCE,

WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°52'53", AN ARC DISTANCE OF 24.96 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 20.00 FEET; THENCE,

WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 68°40'35", AN ARC DISTANCE OF 23.97 FEET; THENCE,

SOUTH 36°03'58" WEST, 13.15 FEET; THENCE,

NORTH 53°56'02" WEST, 20.00 FEET; THENCE,

NORTH 36°03'58" EAST, 13.15 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 20.00 FEET; THENCE,

NORTHEASTERLY AND NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 68°40'35", AN ARC DISTANCE OF 23.97 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 62.52 FEET; THENCE,

NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°09'34", AN ARC DISTANCE OF 36.18 FEET; THENCE,

EXHIBIT C

NORTH 00°33'31" EAST, 165.10 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 112.50 FEET; THENCE,
NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°12'13", AN ARC DISTANCE OF 86.79 FEET TO THE NORTHERLY LINE OF SAID PARCEL; THENCE,
NON-TANGENT FROM SAID CURVE, EASTERLY ALONG SAID NORTHERLY LINE, NORTH 89°34'52" EAST, 43.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 87.50 FEET, A RADIAL FROM WHICH BEARS SOUTH 24°38'00" EAST; THENCE,
LEAVING SAID NORTHERLY LINE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 64°48'28", AN ARC DISTANCE OF 98.97 FEET; THENCE,
SOUTH 00°33'31" WEST, 165.10 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 37.50 FEET; THENCE,
SOUTHERLY, SOUTHEASTERLY & EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 98°41'51", AN ARC DISTANCE OF 64.60 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 544.50 FEET; THENCE,
EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°41'08", AN ARC DISTANCE OF 120.56 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 569.50 FEET; THENCE,
EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°15'25", AN ARC DISTANCE OF 181.47 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 287.50 FEET; THENCE,
EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°08'06", AN ARC DISTANCE OF 35.80 FEET TO THE SOUTHERLY LINE OF SAID PARCEL AND WESTERLY LINE OF SAID HIGH STREET; THENCE,
NON-TANGENT FROM SAID CURVE, SOUTHERLY ALONG SAID WESTERLY LINE, SOUTH 00°30'58" WEST, 25.37 FEET TO THE **TRUE POINT OF BEGINNING.**

EXHIBIT C

EASEMENT 2 – PEDESTRIAN WALKWAY EASEMENT

THAT PORTION OF PARCEL "B" AS SHOWN ON LOT LINE ADJUSTMENT NO. 2014-1, RECORDED AUGUST 31, 2016 AS INST. NO. 20160831-00125261-0 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY, STATE OF CALIFORNIA, BEING A STRIP OF LAND, FIVE (5) FEET WIDE, THE CENTERLINE OF SAID STRIP BEING PARALLEL WITH AND 14.95 FEET WESTERLY OF THE EASTERLY LINE OF SAID PARCEL "B".

THE SIDELINES OF SAID STRIP TO BE PROLONGED OR SHORTENED TO TERMINATE TO THE NORTHERLY AND SOUTHERLY BOUNDARY OF SAID PARCEL "B".

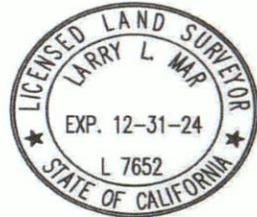
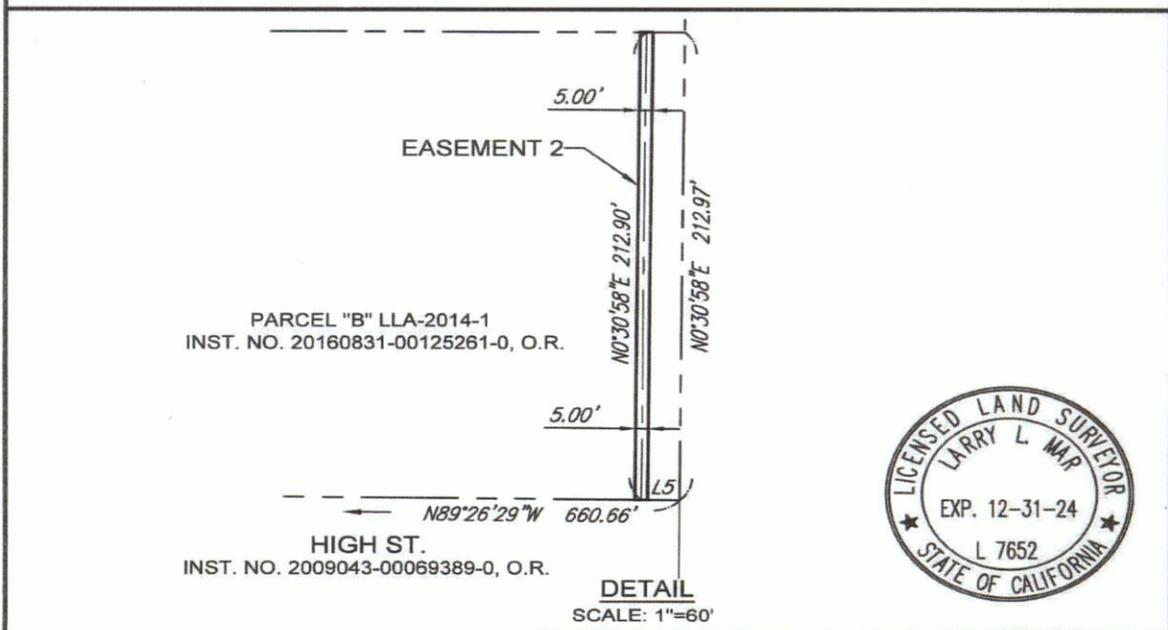
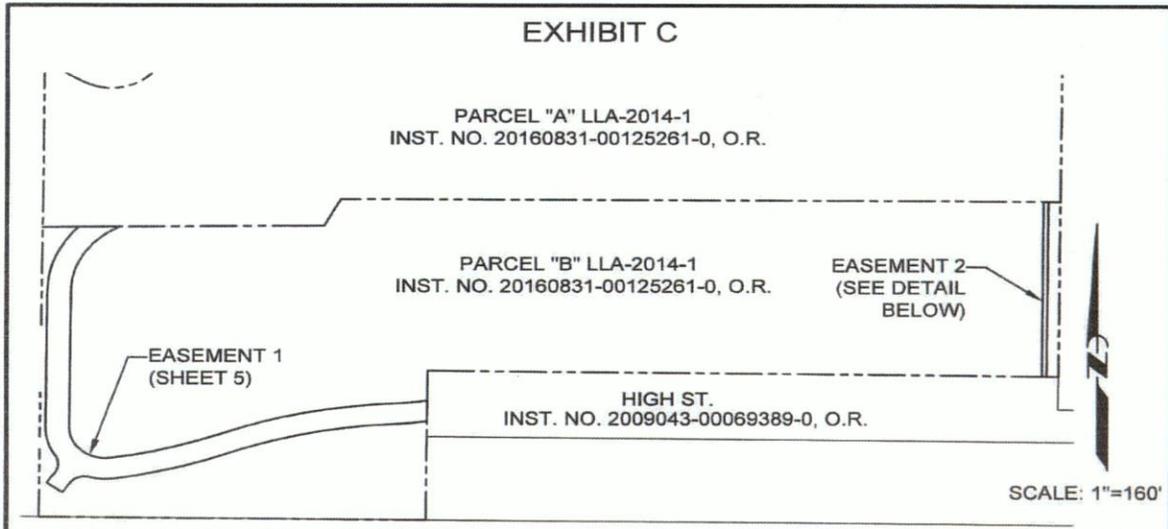
THIS REAL PROPERTY DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROVISIONS OF THE PROFESSIONAL LAND SURVEYOR'S ACT OF THE STATE OF CALIFORNIA.



LARRY L. MAR, PLS 7652



DATE



LINE TABLE		
LINE #	BEARING	DISTANCE
L5	S89°26'29"W	14.95'

PREPARED BY:

Southland
Civil Engineering
& Survey, L.L.P.

87 N. Raymond Ave., Ste 300
Pasadena, CA 91103
Office: 626-486-2555
Fax: 626-486-2556

Larry L. Mar, PLS 7652

11/8/23

Date

DRAWN BY _____

CHECKED BY _____

DESIGNED BY _____

Proj. No. 8570-22010

Sheet 4 OF 5

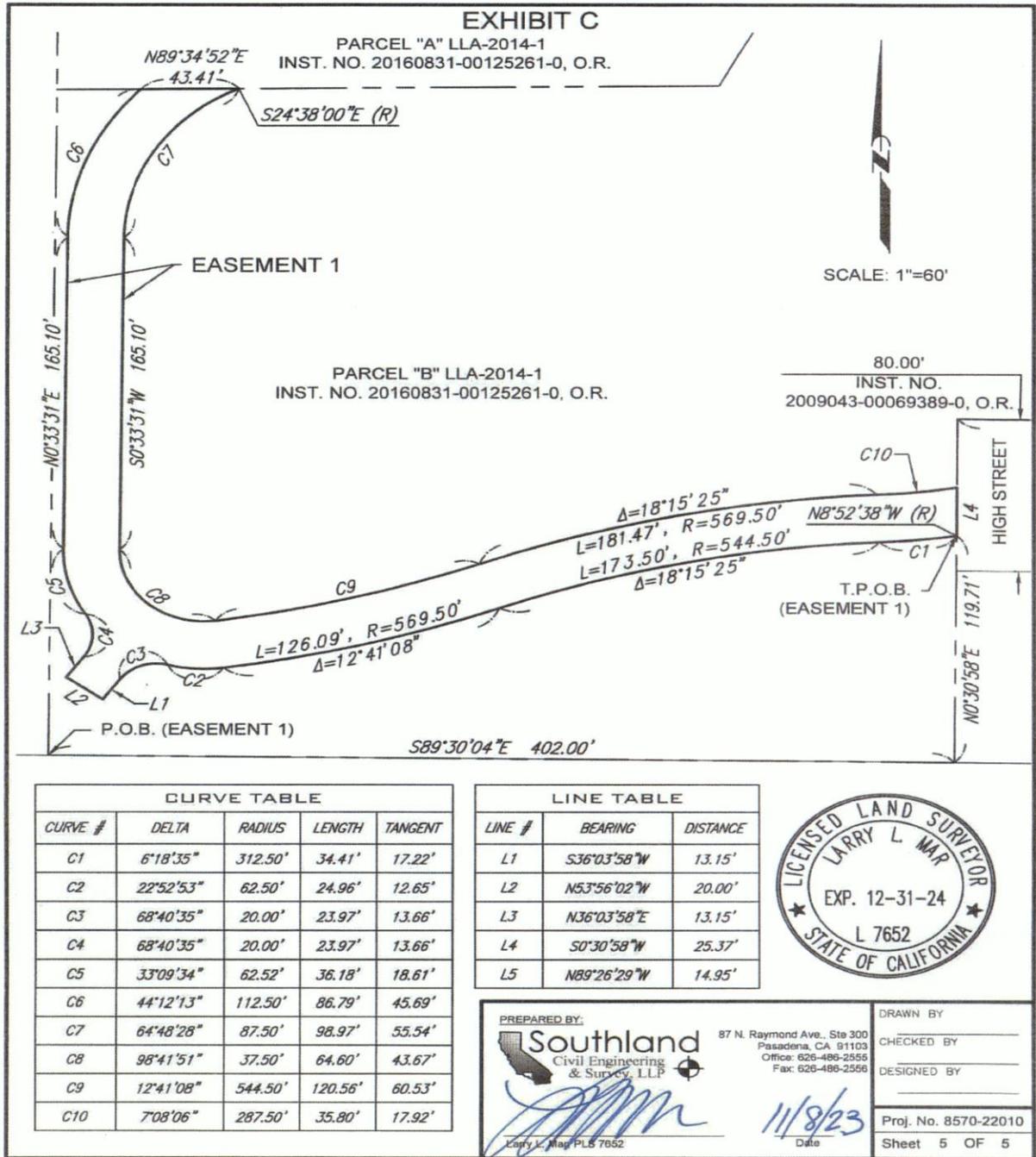


EXHIBIT "C"

TO FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

DRAINAGE AND CONSTRUCTION EASEMENT AGREEMENT

(Exhibit M to DA)

This instrument prepared by and when recorded return to:

Moorpark Casey Road LP
5251 Ericson Way
Arcata, CA 95521

DRAINAGE AND CONSTRUCTION EASEMENT AGREEMENT

This Drainage and Construction Easement Agreement (this "**Agreement**") is dated as of _____, 2024, by and between **MOORPARK CASEY ROAD LP**, a California limited partnership, whose address is 5251 Ericson Way, Arcata, CA 95521 ("**Grantee**"), and the **CITY OF MOORPARK**, a California municipal corporation, whose address is 799 Moorpark Avenue Moorpark, California 93021 ("**Grantor**"). Grantor and Grantee are sometimes individually referred to herein as a "**Party**" or collectively as the "**Parties**."

RECITALS

A. Grantor owns certain real property in the City of Moorpark, Ventura County, State of California, located at the corner of High Street and Walnut Canyon Road and more particularly described on Exhibit "A" attached hereto ("**Grantor Land**").

B. Grantee owns certain real property in the City of Moorpark, Ventura County, State of California, located at 150 Casey Road and more particularly described on Exhibit "B" attached hereto ("**Grantee Land**").

C. Grantee intends to develop a 200-unit affordable apartment community commonly known as Vendra Gardens (the "**Project**") on the Grantee Land.

D. The Grantor Land is currently vacant.

E. The Grantor Land and the Grantee Land are sometimes referred to individually herein as a "**Parcel**" and collectively as the "**Parcels**."

F. As a condition of Project approval by the City of Moorpark Planning Department and as a pre-requisite of the Project receiving its certificate of occupancy from the City of Moorpark, Grantee is required to utilize a detention basin on the Grantor Land for the flow of storm water that originates both upslope of the Grantee Land and from the Grantee Land that flows through the Grantor Land to a detention basin (“**Detention Basin**”) within the portion of the Grantor Land legally described and depicted on Exhibit “C” attached hereto (the “**Detention Basin Easement Area**”).

G. Grantee is also required, as a condition of Project approval by the City of Moorpark Planning Department and as a pre-requisite of the Project receiving its final inspection or certificate of occupancy from the City of Moorpark, to construct the Detention Basin and a related access road as depicted on Exhibit “C” attached hereto (collectively, “**Detention Basin Improvements**”) at its cost and as depicted on the approved plans for the Project identified as “Precise Grading Plans” as approved by the City of Moorpark on March 9, 2023 (“**Approved Plans**”).

H. Grantee is also required, as a condition of Project approval by the City of Moorpark Planning Department and as a pre-requisite of the Project receiving its final inspection or certificate of occupancy from the City of Moorpark, to construct a sediment basin on the Grantor Land as an erosion control measure (“**Sediment Basin**”) as depicted on Exhibit “C” attached hereto, as well as landscaping improvements (collectively, “**Sediment Basin Improvements**”) as depicted on the Approved Plans.

I. As a condition of Project approval by the City of Moorpark Planning Department and as a pre-requisite of the Project receiving its final inspection or certificate of occupancy from the City of Moorpark, Grantee is also required to construct a retaining wall on the Grantor Property (the “**Retaining Wall**”) within the portion of the Grantor Land legally described and depicted on Exhibit “C” (the “**Retaining Wall Area**”).

J. The Grantor Land has been used to stockpile soil in accordance with that certain Easement Agreement between Grantor and Essex Moorpark Owner, L.P., dated April 17, 2017, and recorded on April 17, 2017 as Instrument No. 20170417-0050722 in the Official Records of Ventura County (the “**Stockpiling Easement**”) which soil the Grantee shall remove and use in connection with the development of the Project. As a condition of Project approval by the City of Moorpark Planning Department and as a pre-requisite of the Project receiving its certificate of occupancy from the City of Moorpark, Grantee is required to restore the Grantor Land upon the removal of the stockpiled soil to the graded condition that is set forth in the Approved Plans.

K. Grantor desires to grant a temporary construction easement in favor of the Grantee and its agents, contractors, and subcontractors (“**Grantee Construction Parties**”) to allow the Grantee Construction Parties access to the Grantor Land to construct the Detention Basin Improvements, Sediment Basin Improvements, and Retaining Wall and for the removal of the stockpiled soil and grading and restoration of the Grantor Land substantially in accordance with the Approved Plans (collectively, the “**Work**”).

NOW, THEREFORE, in consideration of the foregoing and mutual representations, warranties, covenants, and agreements herein contained, and such other consideration, the receipt of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated into this Agreement.
2. Term and Commencement Date. The commencement date of this Agreement shall be the date that the Grantee acquires fee title to the Grantee Land ("**Closing Date**") or such later date set forth herein. Except for the Construction Easement set forth herein, the covenants under this Agreement are to run with the land in perpetuity and will be binding on all parties and all persons claiming under them.
3. Grant of Drainage Easement. Subject to the terms and conditions of this Agreement, Grantor hereby grants to the Grantee, a perpetual non-exclusive easement for the use of the Detention Basin for the purposes of draining storm water that flows from land upslope of the Grantee Land and also from the Grantee Land through the Grantor Land to the Detention Basin. Except as otherwise provided in Section 6 of this Agreement, Grantor shall not enter into any agreement or do or suffer any other act or permit any condition which would unreasonably interfere with the reasonable access to and use of the easements set forth herein.
4. Grant of Temporary Construction Easements. Grantor hereby grants to the Grantee Construction Parties, a temporary construction easement (the "**Construction Easement**") to be used for the movement and staging of equipment, and the movement of a work force, over, upon and across the Grantor Land, to perform the Work on the Grantor Land together with the right of ingress and egress through the Grantor Land. The Construction Easement shall automatically expire and be of no further force and effect on the date that the City of Moorpark performs a final inspection on, or issues a certificate of occupancy for, the last building in the Project ("**Occupancy Date**").
5. Construction of Improvements. Grantee shall cause the Work to be performed substantially in accordance with the Approved Plans and all other applicable plans and specifications approved by Grantor's City Engineer and Community Development Director. Any and all Work performed by Grantee within the Grantor Land shall be performed in a good and workmanlike manner and in compliance with all applicable laws, rules, regulations and ordinances. Grantee agrees that all Work shall be performed at its sole cost and expense.
6. Modification and Relocation of Easements and Improvements. Grantor shall have the right, in its sole and absolute discretion and at Grantor's cost after the Occupancy Date, to modify or relocate all or any portion of, and/or eliminate portions of, the Detention Basin Easement Area, the Sediment Basin Improvements, the Retaining Wall Easement Area, and/or improvements within such easement areas, in connection with Grantor's lawful use, development or redevelopment of the Grantor Land, including but not limited to, the extension of High Street through the Grantor Land by Grantor or by a third party at the request of Grantor, so as to permit Grantor to construct or cause the construction of such extension with design features required and approved by Grantor or permit Grantor to develop or redevelop the Grantor Land, so long as such modification, relocation, or elimination does not materially adversely impact the use or operation

of the Project. Grantor hereby acknowledges and agrees that any such relocation or elimination of improvements by the City pursuant to this Section shall not result in a default under the Development Agreement entered into between the Parties, and shall not result in a violation of the City of Moorpark Municipal Code.

7. Indemnification. Unless caused by the gross negligence or willful misconduct of Grantor, Grantee hereby agrees to defend, indemnify and hold Grantor harmless from and against any and all claims, liabilities, loss, damage, cost or expense, including, but not limited to, attorneys' fees and court costs (collectively, "Loss"), which may be incurred or suffered by Grantor in connection with the use of the Grantor Land by the Grantee Parties and Grantee Construction Parties. Notwithstanding the foregoing, Grantor shall not be indemnified for any Loss to the extent caused by the gross negligence or willful misconduct of Grantor. This provision shall survive the expiration or termination of this Agreement.

8. Maintenance Obligations. The Detention Basin Improvements, and Retaining Wall shall be included within a maintenance assessment district (the "District") to be created by the Grantor prior to the Occupancy Date. Grantee's land shall be included within the District and subject to assessments under the District to contribute to the maintenance of the Detention Basin Improvements and Retaining Wall. If and when other private property owners on Grantor's land or on other lands offsite from Grantor's land or Grantee's land that utilize or benefit from the Detention Basin Improvements and Retaining Wall, such property owners shall be included within the District and contribute their legally required and proportionate share of that maintenance cost through assessments imposed by the District.

9. Mortgagee Protection. Notwithstanding anything to the contrary herein, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust made in good faith for value now or hereafter encumbering any Parcel or any portion thereof. Any party acquiring title to any Parcel or any portion thereof pursuant to the foreclosure or deed-in-lieu of foreclosure of a Mortgage shall not be liable for any fines, penalties, reimbursement obligations or other amounts owing under this Agreement which arise prior to the date such party acquires title to any Parcel or any portion thereof.

10. Entire Agreement. This Agreement constitutes the whole agreement between the Parties hereto and no warranties, agreements or representations have been made or shall be binding upon either Party unless set forth within this Agreement or within a written addendum executed by all Parties hereto. All prior oral agreements between the Parties are superseded by this Agreement.

11. Amendments. Except as otherwise set forth herein, this Agreement may not be amended, modified, changed, or terminated except by a writing signed by all the Parties hereto. A Party may waive one or more of its rights under this Agreement in writing signed by the Party and such writing need not be recorded. Otherwise, no modification or amendment of any provision of this Agreement shall be binding unless signed by both Parties and recorded against the Parcels in the real property records of Ventura County, California.

12. Notice. (a) All notices shall be addressed to the parties at such the addresses as are specified in the introductory paragraph on page 1 to this Agreement, or as the parties may from time to time direct in writing. Specifically, the Parties agree to give the Investor Limited Partner

(as defined below) and any Mortgagee of a Parcel prompt written notice of any default by the other Party under this Agreement. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail and Federal Express) or certified mail. Any notice given by certified mail shall be sent with return receipt requested. Any notice shall be deemed to have been given on (a) the actual day of delivery or refusal, or (b) the day of mailing by registered or certified mail.

(b) Notice to Investor Limited Partner in the event of Grantee's default.

Grantor agrees to give RBC Community Investments, LLC, a Delaware limited liability company, Grantee's investor limited partner ("Investor Limited Partner"), written notice of any and all defaults by Grantee under this Agreement, and an opportunity, at the Investor Limited Partner's option, to cause the cure of such default within the cure periods set forth herein, prior to exercising any remedies under this Agreement. Grantor agrees that the Investor Limited Partner will have thirty (30) days after the delivery to the Investor Limited Partner of notice of such default to cure, or, as to non-monetary defaults, such longer period as is reasonably necessary for the Investor Limited Partner to effect a cure, provided that curative action is commenced within the cure period and diligently prosecuted. Grantor agrees to accept cure by the Investor Limited Partner as if such cure were made by Grantee. All notices to Investor Limited Partner shall be sent in accordance with the procedures for delivering notices set forth herein to the following address or such alternate or additional contact names and/or addresses of which Grantor is so notified in writing by the Investor Limited Partner:

c/o RBC Community Investments, LLC
600 Superior Avenue, Suite 2300
Cleveland, Ohio 44114
Attention: President and General Counsel

with a copy to:

Bocarsly Emden Cowan Esmail & Arndt LLP
633 West Fifth Street, 64th Floor
Los Angeles, California 90071
Attention: Kyle Arndt, Esq.
(213) 239-8048

13. Time. Time is of the essence of this Agreement.

14. Counterparts. This Agreement may be executed in counterparts and upon every Party having executed a counterpart, each signed copy shall have the same force and effect as an original document and as if the Parties to the counterparts had signed the same document.

15. Binding Agreement. This Agreement shall extend to and bind the representatives, successors and assigns of the parties hereto.

16. Severability. If any term or provision of this Agreement or the application of it to any Party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to Parties or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

17. Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Parties.

18. Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

19. Exhibits and Recitals. The recitals above, mortgagee consents, and exhibits attached hereto are incorporated herein and made a part hereof to the full extent as if each were set forth in its entirety in the body hereof.

20. Interpretation. This Agreement is intended to satisfy the requirements of Internal Revenue Code Section 42, as amended, and the treasury regulations promulgated thereunder and all applicable affordable housing requirements, and shall be interpreted consistently therewith. If this Agreement does not satisfy any such requirement, it shall be retroactively amended in the smallest amount possible so as to comply with such requirements. The parties agree to make any adjustments necessary to facilitate such compliance.

21. Estoppel Certificates. From time to time, upon written request of either party or any of their mortgagees, successors or assigns, each party shall execute and deliver to the requesting party an estoppel certificate confirming whether there are any defaults under this Agreement and such other matters as such requesting party shall reasonably request.

22. Choice of Law. This Agreement and all rights and obligations of the parties hereunder will be governed by and construed and interpreted in accordance with the laws of the State of California.

23. Insurance. Grantee shall maintain comprehensive broad form general liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, covering the Access Area and shall cause its insurance carrier to name such requesting Party as an additional insured on its general liability policy and shall provide evidence of such insurance to Grantor. This provision shall survive the expiration or termination of the Agreement.

24. No Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Grantor Land for the benefit of the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement shall be strictly limited to the purposes herein expressed.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day, month and year first above written.

GRANTEE:

MOORPARK CASEY ROAD LP,
a California limited partnership

By: Moorpark Casey Road LLC,
a California limited liability company,
its Administrative General Partner

By: Danco Communities,
a California corporation,
its Manager

By: _____
Daniel Johnson
President

By: Community Revitalization and Development
Corporation, a California nonprofit public
benefit corporation, its Managing General Partner

By: _____
David Rutledge
President

GRANTOR:

CITY OF MOORPARK,
a California municipal corporation

By: _____
Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Notary Public

(SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Notary Public

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR LAND

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL "B" AS SHOWN ON LOT LINE OF ADJUSTMENT NO. 2014-1, AS EVIDENCED BY DOCUMENT RECORDED AUGUST 31, 2016 AS INSTRUMENT NO. 20160831-00125261-0 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF PARCEL 1A OF IN THAT CERTAIN LOT LINE ADJUSTMENT NO. 2005-03 IN THE CITY OF MOORPARK, COUNTY OF VENTURA, STATE OF CALIFORNIA, RECORDED MAY 3, 2005 AS DOCUMENT NO. 20050503-0108315 OR OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A PORTION OF LOT "T", TRACT NO. "L", RANCHO SIMI AS PER MAP FILED IN BOOK 5 PAGE 5 OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF SAID COUNTY RECORDER.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE CITY OF MOORPARK BY DEED APRIL 30, 2009 AS INSTRUMENT NO. 20090430-00069389 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE;

BEGINNING AT A POINT IN EAST LINE OF PARCEL 1A OF SAID LOT LINE ADJUSTMENT NO. 2005-03, DISTANT THEREON NORTH 292.97 FEET FROM THE SOUTHEASTERLY CORNER THEREOF;

1ST THENCE, DEPARTING SAID EAST LINE SOUTH 89°38'32" WEST 752.05 FEET;

2ND THENCE, SOUTH 27°20'34" WEST 36.75 FEET;

3RD THENCE, SOUTH 89°03'54" WEST 293.78 FEET TO A POINT IN THE WEST LINE OF SAID PARCEL 1A.

ALSO EXCEPT AS TO A PORTION OF SAID LAND ALL OIL, GAS OR OTHER HYDROCARBON SUBSTANCES, BUT WITHOUT THE RIGHT TO ENTER UPON THE SURFACE OR SUBSURFACE THEREOF, WITHIN 500 FEET, MEASURED VERTICALLY FROM THE PRESENT SURFACE AS RESERVED BY MERI V. BURKHOLDER, BY DEED RECORDED IN BOOK 1592, PAGE 487 OF OFFICIAL RECORDS.

ALSO EXCEPT 50% OF A PORTION OF SAID LAND ALL OIL AND MINERAL RIGHTS IN AND UNDER SAID LAND, AS RESERVED BY WALLY F. MCFFELT, IN THE DEED RECORDED MARCH 28, 1942 IN BOOK 653, PAGE 659 OF OFFICIAL RECORDS.

ALSO EXCEPT AN UNDIVIDED 25% IN AND TO A POINT ON SAID LAND THE TOTAL OIL AND MINERAL RIGHTS IN AND UNDER SAID LAND, WITHOUT HOWEVER, THE RIGHT OF SURFACE ENTRY UPON SAID LAND WITHIN 500 FEET OF THE PRESENT SURFACE MEASURED VERTICALLY THEREFROM, AS RESERVED BY RILEY SPENCE AND DORA E. SPENCER, IN DEED RECORDED IN BOOK 1587, PAGE 274 OF OFFICIAL RECORDS.

APN: 511-0-020-275

EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE LAND

Real property in the City of Moorpark, County of Ventura, State of California, described as follows:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL "A" AS SHOWN ON LOT LINE OF ADJUSTMENT NO. 2014-1, AS EVIDENCED BY DOCUMENT RECORDED AUGUST 31, 2016 AS INSTRUMENT NO. 20160831-00125261-0 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF PARCEL 2B OF IN THAT CERTAIN LOT LINE ADJUSTMENT NO. 2005-04 IN THE CITY OF MOORPARK, COUNTY OF VENTURA, STATE OF CALIFORNIA, RECORDED JULY 21, 2005 AS DOCUMENT NO. 20050721-0178764 OR OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A PORTION OF LOT "T", TRACT NO. "L", RANCHO SIMI, AS PER MAP FILED IN BOOK 5, PAGE 5 OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF SAID COUNTY RECORDER AND A PORTION OF LOT 4, TRACT NO. 3 AS PER MAP ENTITLED "MAP OF M.L. WICKS SUBDIVISION OF PART OF TRACT U AND ADDITION TO MOORPARK, IN THE RANCHO SIMI, VENTURA COUNTY, CALIFORNIA" IN SAID CITY, COUNTY AND STATE AS SHOWN ON MAP FILED IN BOOK 5, PAGE 37 OF SAID MISCELLANEOUS RECORDS (MAPS).

TOGETHER WITH THAT PORTION OF PARCEL 1A OF IN THAT CERTAIN LOT LINE ADJUSTMENT NO. 2005-03 IN THE CITY OF MOORPARK, COUNTY OF VENTURA, STATE OF CALIFORNIA, RECORDED MAY 3, 2005 AS DOCUMENT NO. 20050503-0108315 OR OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A PORTION OF LOT "T", TRACT NO. "L", RANCHO SIMI AS PER MAP FILED IN BOOK 5 PAGE 5 OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF SAID COUNTY RECORDER, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE;

BEGINNING AT A POINT IN EAST LINE OF PARCEL 1A OF SAID LOT LINE ADJUSTMENT NO. 2005-03, DISTANT THEREON NORTH 292.97 FEET FROM THE SOUTHEASTERLY CORNER THEREOF;

1ST THENCE, DEPARTING SAID EAST LINE SOUTH 89°38'32" WEST 752.05 FEET;

2ND THENCE, SOUTH 27°20'34" WEST 36.75 FEET;

3RD THENCE, SOUTH 89°03'54" WEST 293.78 FEET TO A POINT IN THE WEST LINE OF SAID PARCEL 1A.

EXCEPT AS TO A PORTION OF SAID LAND ALL OIL, GAS OR OTHER HYDROCARBON SUBSTANCES, BUT WITHOUT THE RIGHT TO ENTER UPON THE SURFACE OR SUBSURFACE THEREOF WITHIN 500 FEET, MEASURED VERTICALLY FROM THE PRESENT SURFACE AS RESERVED BY MERI V. BURKHOLDER, BY DEED RECORDED IN BOOK 1592, PAGE 487 OF OFFICIAL RECORDS.

ALSO EXCEPT 50% OF A PORTION OF SAID LAND ALL OIL AND MINERAL RIGHTS IN AND UNDER SAID LAND, AS RESERVED BY WALLY F. MCFFELT, IN THE DEED RECORDED MARCH 28, 1942 IN BOOK 653, PAGE 659 OF OFFICIAL RECORDS.

ALSO EXCEPT AN UNDIVIDED 25% IN AND TO A POINT ON SAID LAND THE TOTAL OIL AND MINERAL RIGHTS IN AND UNDER SAID LAND, WITHOUT HOWEVER, THE RIGHT OF SURFACE OR SUBSURFACE ENTRY UPON SAID LAND WITHIN 500 FEET OF THE PRESENT SURFACE MEASURED VERTICALLY THEREFROM, AS RESERVED BY RILEY SPENCE AND DORA E. SPENCER, IN DEED RECORDED IN BOOK 1587, PAGE 274 OF OFFICIAL RECORDS.

EXHIBIT C

**DESCRIPTION AND DEPICTION OF DETENTION BASIN
AND RETAINING WALL AREAS**

[attached]

EXHIBIT C

EASEMENT 1 – DETENTION BASIN

THAT PORTION OF PARCEL "B" AS SHOWN ON LOT LINE ADJUSTMENT NO. 2014-1, RECORDED AUGUST 31, 2016 AS INST. NO. 20160831-00125261-0 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL "B"; THENCE,
EASTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL, NORTH 89°34'52" EAST, 80.94 FEET TO THE **TRUE POINT OF BEGINNING** BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 87.50 FEET, A RADIAL FROM WHICH BEARS SOUTH 24°38'00" EAST; THENCE,
LEAVING SAID NORTHERLY LINE, SOUTHWESTERLY AND SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 64°48'28", AN ARC DISTANCE OF 98.97 FEET; THENCE,
SOUTH 00°33'31" WEST, 165.10 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 37.50 FEET; THENCE,
SOUTHERLY, SOUTHEASTERLY & EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 98°41'51", AN ARC DISTANCE OF 64.60 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 544.50 FEET; THENCE,
EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°41'08", AN ARC DISTANCE OF 120.56 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 569.50 FEET; THENCE,
EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°15'25", AN ARC DISTANCE OF 181.47 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 287.50 FEET; THENCE,
EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°14'44", AN ARC DISTANCE OF 21.30 FEET; THENCE,
LEAVING NON-TANGENT FROM SAID CURVE, NORTH 00°37'05" EAST, 237.59 FEET; THENCE,
SOUTH 86°11'42" WEST, 61.15 FEET; THENCE,
NORTH 03°48'18" WEST, 2.50 FEET TO A POINT REFERRED TO HEREINBELOW AS **POINT "A"**; THENCE,

EXHIBIT C

SOUTH 86°11'42" WEST, 3.69 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET; THENCE,

WESTERLY, SOUTHWESTERLY AND SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 76°59'11", AN ARC DISTANCE OF 20.15 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 29.00 FEET; THENCE,

SOUTHERLY, SOUTHWESTERLY, AND WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 78°27'55", AN ARC DISTANCE OF 39.71 FEET; THENCE,

SOUTH 87°40'26" WEST, 132.37 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 28.00 FEET; THENCE,

WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 74°56'23", AN ARC DISTANCE OF 36.62 FEET TO A POINT ALONG THE NORTHERLY LINE OF SAID PARCEL "B"; THENCE,

WESTERLY ALONG SAID NORTHERLY LINE, SOUTH 89°34'52" WEST, 41.15 FEET TO THE TRUE POINT OF BEGINNING.

EASEMENT 2 – 5' RETAINING WALL STRIP

THAT PORTION OF PARCEL "B" AS SHOWN ON LOT LINE ADJUSTMENT NO. 2014-1, RECORDED AUGUST 31, 2016 AS INST. NO. 20160831-00125261-0 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY, STATE OF CALIFORNIA, BEING A STRIP OF LAND, FIVE (5) FEET WIDE, THE CENTERLINE OF SAID STRIP DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT HEREINBEFORE REFERRED TO AS POINT "A"; THENCE,

NORTH 86°11'42" EAST, 113.81 FEET; THENCE,

SOUTH 89°12'55" EAST, 177.98 FEET; THENCE,

SOUTH 89°56'42" EAST, 199.96 FEET; THENCE,

NORTH 89°28'04" EAST, 117.65 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 16.33 FEET; THENCE,

EASTERLY AND SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 53°30'26", AN ARC DISTANCE OF 15.25 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 15.67 FEET; THENCE,

EXHIBIT C

SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°37'37", AN ARC DISTANCE OF 14.12 FEET; THENCE,

SOUTH 88°39'07" EAST, 56.70 FEET; THENCE,

SOUTH 01°20'53" WEST, 2.68 FEET TO THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP TO BE TERMINATE PERPENDICULAR TO SAID CENTERLINE.

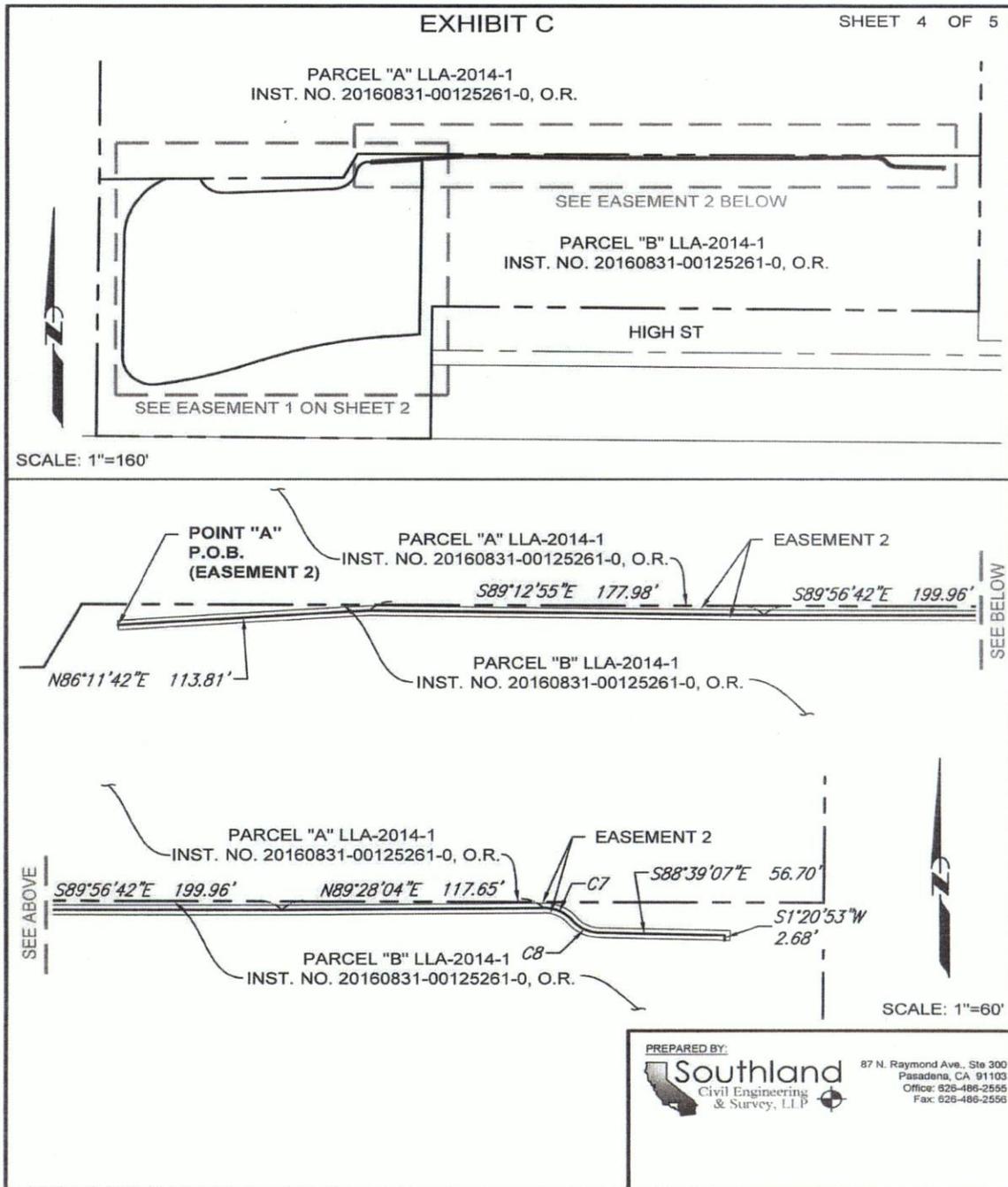
THIS REAL PROPERTY DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROVISIONS OF THE PROFESSIONAL LAND SURVEYOR'S ACT OF THE STATE OF CALIFORNIA.

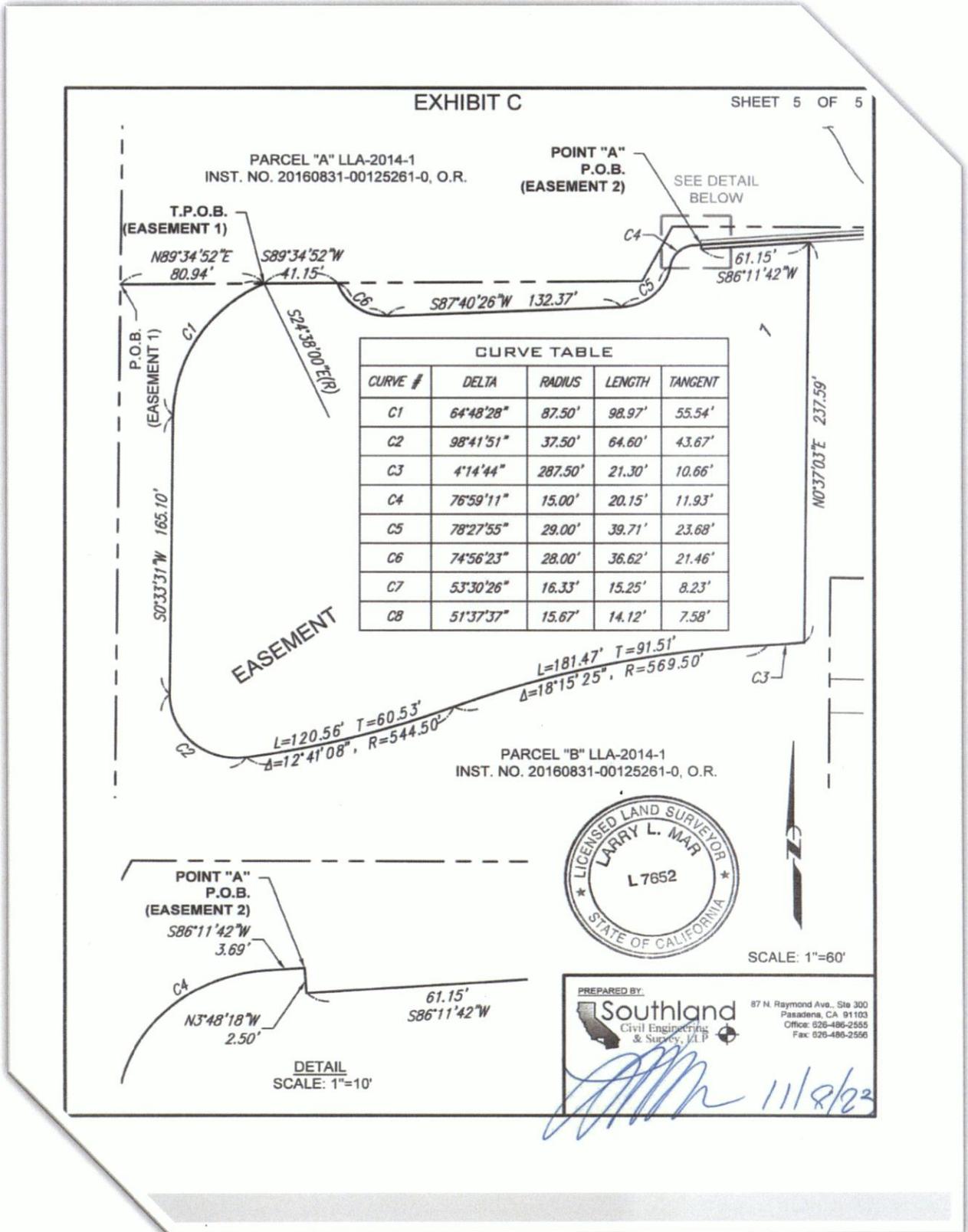


LARRY L. MAR, PLS 7652

11/8/23
DATE







STATE OF CALIFORNIA)
COUNTY OF VENTURA) ss.
CITY OF MOORPARK)

CERTIFICATION

I, Ky Spangler, City Clerk of the City of Moorpark, California, do hereby certify under penalty of perjury that the foregoing Ordinance No. 520 was adopted by the City Council of the City of Moorpark at a regular meeting held on the 17th day of January, 2024 and that the same was adopted by the following vote:

AYES: Councilmembers Castro, Delgado, Groff, Means, and Mayor Enegren
NOES: None
ABSENT: None
ABSTAIN: None

WITNESS my hand and the official seal of said City this 18th day of January, 2024.



Ky Spangler
City Clerk

(seal)

