

RIGHT OF ENTRY AGREEMENT
BY AND BETWEEN
THE CITY OF THOUSAND OAKS
AND
PEOPLE'S SELF-HELP HOUSING CORPORATION
(384 N. ERBES ROAD)

This RIGHT OF ENTRY AGREEMENT ("**Agreement**") is entered into as of _____, 2023 ("**Effective Date**") by and between the CITY OF THOUSAND OAKS, a municipal corporation of the State of California ("**City**"), and PEOPLE'S SELF-HELP HOUSING CORPORATION, a California nonprofit public benefit corporation ("**Developer**"), each a "**Party**" and collectively the "**Parties**", on the basis of the following facts:

RECITALS

A. The City holds fee title to certain real property hereinafter defined as the "**Site**" and Developer desires to buy the Site from the City for the development and operation of a proposed affordable housing (the "**Project**").

B. The City and Developer have entered into an Exclusive Negotiation Agreement dated as of _____, 2023 ("**ENA**") to negotiate, among other things, the terms of the City's disposition of the Site to Developer.

C. The City and Developer desire that Developer have an opportunity to conduct due diligence on the Site, which may include performing physical tests, to determine the condition of the Site with regard to the proposed Project.

NOW THEREFORE, the Parties agree as follows:

1. Parties to this Agreement.

(a) The City is a municipal corporation of the State of California. The principal office of the City is 2100 E. Thousand Oaks Boulevard, Thousand Oaks, CA 91362, Attn: Andrew P. Powers, City Manager, with a copy to City of Thousand Oaks, 2100 E. Thousand Oaks Boulevard, Thousand Oaks, CA 91362, Attn: Noel Doran, Asst. City Attorney, or such other location of which notice is given pursuant to this Agreement. "City" as used in this Agreement includes the City and any assignee of or successor to its rights, powers and responsibilities.

(b) The Developer is a California nonprofit public benefit corporation. The principal office of Developer is 1060 Kendall Road, San Luis Obispo, CA 93401, Attn: Kenneth Trigueiro, CEO, with a copy to 2901 N. Ventura Rd., Ste. 265, Oxnard, CA 93036, Attn: Veronica Z Garcia, Chief Real Estate Development Officer, or such other location of which notice is given pursuant to this Agreement.

2. Description of Site.

The City is the owner of certain improved real property located at 384 N. Erbes Road, in the City of Thousand Oaks, Ventura County, California, and more particularly described in Exhibit A and illustrated by the site map in Exhibit B, which are attached to this Agreement and hereby incorporated by reference (the “**Site**”).

3. Grant of Right of Entry.

(a) Subject to and conditioned upon the terms and conditions of this Agreement, the City grants to Developer and its authorized agents a non-exclusive right of entry (the “**Right of Entry**”) to perform the following acts on the Site: (1) obtain soil samples and make surveys and tests necessary to determine the suitability of the Site for the development of the proposed Project; (2) conduct a survey of the Site; and (3) conduct reasonable investigations on and beneath the Site and all improvements thereon to determine the presence of Hazardous Materials. As used herein, the phrase “**Hazardous Materials**” means any substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any governmental requirements is defined as “hazardous” or harmful to the environment.

(b) Developer may not use the Site for any other purpose or business without obtaining the City’s prior written consent, which consent may be withheld in the City’s reasonable discretion.

4. Term.

This Agreement shall commence on the Effective Date and shall automatically expire, without need for further notice or action of any kind, upon the expiration or earlier termination of the ENA, unless otherwise mutually extended beforehand by the Parties in writing or earlier terminated in accordance with its terms (the “**Term**”); provided that, if the City Council of the City disapproves the City’s entry into a Disposition and Development Agreement with the Developer, then this Agreement will automatically expire, without need for further notice or action of any kind, at 11:59 pm on the day the City Council disapproves entry into a Disposition and Development Agreement.

5. Compliance with Laws.

Developer and Developer’s agents, contractors, licensees, employees, and invitees, at Developer’s expense, shall comply with all applicable federal, state, and local laws, ordinances, regulations, rules, and orders with respect to the Site and Developer’s and/or Developer’s agents, contractors, licensees, employees, and/or invitees’ actions or activities on or in connection with the Site. Developer, its agents, contractors, licensees, employees, and invitees shall not permit to be placed upon the Site any gasoline or any hazardous, toxic or explosive material, waste or substance unless such items are used in the ordinary course of Developer’s permitted activities under this Agreement. The term “hazardous” shall include any substance, material, waste pollutant, contaminant or matter now or hereafter regulated by any environmental law, rule or regulation. Developer and Developer’s agents, contractors, licensees, employees, and invitees shall

conduct all of operations on the Site in connection with this Agreement at Developer's sole cost and expense.

6. Reports and Studies.

In consideration of the City's granting of the Right of Entry, Developer shall promptly provide the City with a copy of all reports, surveys, and test results arising from this Agreement, without creating any liability for Developer or the preparer of such reports.

7. Right of Entry Nonassignable.

This Agreement is personal to Developer and shall not be assigned. Any attempt to assign this Agreement shall be void *ab initio* and shall be of no force or effect.

8. Relationship Between the City and Developer

The City is granting the Right of Entry to Developer as an accommodation. Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or of owner and contractor or of partnership or of joint venture or of any association between the City and Developer other than that of licensor and licensee. No legal title or leasehold interest in the Site is created or vested in Developer by the grant of the Right of Entry.

9. Nonexclusive Right of Entry.

The Right of Entry is revocable and nonexclusive. Nothing contained herein shall be construed to restrict or prevent the entry onto and use of the Site during the Term of this Agreement by the City or the City's agents, contractors, licensees, employees, and invitees and/or its other licensees.

10. Surrender.

On or before the termination date for this Agreement, Developer shall remove all of its personal property from the Site and shall fill any excavations made by Developer and shall surrender possession of the Site to the City in good order and repair to the satisfaction of the City, normal wear and tear excepted.

11. Removal of Liens.

Under no circumstance whatsoever shall any lien, including any mechanic's lien, stop notice, materialmen's lien, or any lien for goods, labor, material, services or work delivered or performed on the Site, attach to or encumber the Site. If any mechanic's lien, stop notice, materialmen's lien, or any other lien is filed for work done or claimed to have been done or for materials or services furnished or claimed to have been furnished, then such lien shall be discharged by Developer at its sole cost and expense in a timely manner no later than ninety (90) days thereafter whether by payment, release, or posting of a bond or other similar assurance. The

City may, in its sole and complete discretion, bond or discharge the same by paying the amount claimed to be due, and Developer shall reimburse the City for all sums paid by the City under this Section, together with reasonable attorneys' fees and costs, plus interest on those sums, fees, and costs from the date of payment at the highest rate allowed by law.

12. Release and Indemnity.

Developer, as a material part of the consideration to be rendered to the City for the granting of the Right of Entry, for itself and its successors and assigns, hereby agrees:

(a) to indemnify, defend, protect, and hold the City and its officers, employees, attorneys, agents, and volunteers (collectively, the "**Indemnified Parties**" and each an "**Indemnified Party**"), free and harmless from any and all loss, liability, claims, damages and expenses (including, but not limited to, reasonable attorneys' fees and costs) arising from the exercise of the Right of Entry or Developer's and/or Developer's agents, contractors, licensees, employees, and/or invitees actions or activities on or in connection with the Site, including, but not limited to:

- (1) any and all risks of or exposure to any loss or liability arising from actions or activities conducted by Developer and/or Developer's agents, contractors, licensees, employees, and/or invitees on the Site under this Agreement;
- (2) any and all claims arising from or relating to the transportation, storage, handling or use of any material taken from the Site pursuant to this Agreement, or from any substance, known or unknown, emanating or derived therefrom; and
- (3) any and all claims for damage to the Site, any improvements thereon, or to the property or person of any third party, alleged to have been caused by, or in any way connected with the physical properties of the Site or any material taken from the Site pursuant to this Agreement.

The foregoing undertaking of indemnity shall apply regardless of whether the loss, liability, claims, damages and expenses were in part contributed to by the acts or omissions of any Indemnified Party; provided, however, that nothing herein shall be interpreted as obligating Developer to indemnify an Indemnified Party for an Indemnified Party's gross negligence or willful misconduct. Such undertaking of indemnity shall survive the termination of this Agreement for any reason. Notwithstanding the foregoing, Developer shall have no obligation to indemnify an Indemnified Party for loss, liability, claims, damages and expenses arising from Developer's mere discovery of Hazardous Materials already present on the Site prior to the commencement of this Agreement, so long as Developer has not contributed to the placement, release or migration of such pre-existing Hazardous Materials.

(b) Except to the extent of an Indemnified Party's gross negligence or willful misconduct, to fully and finally release the Indemnified Parties from any and all claims, demands,

actions, or suits of any kind or nature arising out of Developer's and/or Developer's agents, contractors, licensees, employees, and/or invitees actions or activities on or in connection with the Site during the Term of this Agreement, including, but not limited to, rights or claims for implied contribution or indemnity, or any claim or liability based or asserted pursuant to any law or ordinance which seeks to impose any liability or damage whatsoever upon any Indemnified Party arising from the execution and/or performance of this Agreement, or from any of its terms.

In connection with the foregoing release, Developer hereby acknowledges that it has been advised by legal counsel and is familiar with the provisions of California Civil Code, section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Developer, being aware of such code section, agrees to expressly waive any rights it may have thereunder, as well as under any other statute or common law principles of similar effect.

_____ Initials of Developer's authorized signatory

13. Insurance.

(a) Developer shall maintain liability insurance, to protect against loss from liability imposed by law for damages on account of personal injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever on or about the Site, resulting directly or indirectly from any acts or activities of Developer, or any person acting for Developer, or under its respective control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person occurring on or about the Site, or in connection with Developer's activities thereon, caused directly or indirectly by or from acts or activities of Developer, or any person acting for Developer, or under its control or direction. Such property damage and personal injury insurance shall also provide for and protect the City against incurring any legal cost in defending claims for alleged loss. Such personal injury and property damage insurance shall be maintained in full force and effect during the Term in the following amounts: Commercial General Liability on a per occurrence basis of not less than One Million Dollars (\$1,000,000) and in a general aggregate amount of not less than Two Million Dollars (\$2,000,000); and Commercial Automobile Liability of not less than One Million Dollars (\$1,000,000) combined single limit, including owned, non-owned and hired automobile coverage. Developer agrees that provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which Developer may be held responsible for the indemnification of the City or the payment of damages to persons or property resulting from Developer's activities, or the activities of any other person or persons for which Developer is otherwise responsible.

(b) Developer shall maintain workers' compensation insurance issued by a responsible carrier authorized under the laws of the State of California to insure employers against liability for compensation under the workers' compensation laws now in force in California, or any laws hereafter enacted as an amendment or supplement thereto or in lieu thereof. Such workers' compensation insurance shall cover all persons employed by Developer in connection with the Site and shall cover liability within statutory limits for compensation under any such act aforesaid, based upon death or bodily injury claims made by, for or on behalf of any person incurring or suffering injury or death in connection with the Site or the operation thereof by Developer. Notwithstanding the foregoing, Developer may, in compliance with the laws of the State of California and in lieu of maintaining such insurance, self-insure for workers' compensation in which event Developer shall deliver to the City evidence that such self-insurance has been approved by the appropriate State authorities.

(c) Developer shall cause all contractors and subcontractors performing work to maintain insurance of the types and in the amount described in this Section 13. Developer shall cause any architects and engineers also to maintain Architects and Engineers Professional Liability (Errors and Omissions) insurance in an amount of not less than One Million Dollars (\$1,000,000). When coverage is provided on a "claims made basis", Developer shall cause all contractors and subcontractors to continue to renew the insurance for a period of five (5) years after this Agreement expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement and will cover Developer for all claims made by the City arising out of any acts or omissions of Developer, or its officers, employees or agents during the time this Agreement was in effect.

(d) All policies, including the policies maintained by all contractors and subcontractors performing work, must name the City and its officers, employees, attorneys, agents, and volunteers as additional insureds and/or loss payees as its/their interests may appear. Policy endorsements providing the additional insureds/loss payees must be included with Certificates of Insurance. Developer, and all contractors and subcontractors performing work, must require its/their insurer(s) to waive its/their subrogation rights against the City and its officers, employees, attorneys, agents, and volunteers as to all Commercial General Liability, Commercial Automobile Liability, and workers' compensation insurance policies, and shall provide the City policy endorsements evidencing same with Certificates of Insurance.

(e) All insurance provided under this Section shall be for the benefit of Developer and the City. Developer agrees to timely pay all premiums for such insurance and, at its sole cost and expense, to comply and secure compliance with all insurance requirements necessary for the maintenance of such insurance. Developer agrees to submit policies of all insurance required by this Section, or certificates evidencing the existence thereof and additional insured endorsements, to the City not less than fifteen (15) days prior to its commencement of any activities on the Site, indicating full coverage of the contractual liability imposed hereby. All insurance herein provided for shall be effected under policies issued by insurers of recognized responsibility, licensed and admitted to do business in the State of California (or if not admitted in California shall have a "General Policyholders Rating" of at least "A" as set forth in the most current issue of "Best's Key Rating Guide"), reasonably approved by the City. All policies or certificates of insurance shall

provide that such policies shall not be canceled or limited in any manner without at least thirty (30) days prior written notice to the City.

(f) The evidence of insurance required hereunder is a condition precedent to the right to enter upon the Site. If Developer fails or refuses to procure or maintain (or cause to be procured and maintained) the insurance required by this Agreement, the Right of Entry granted by this Agreement shall automatically terminate and be of no further force or effect.

14. City's Authorized Representative.

Whenever this Agreement and its attachments calls for or permits the approval, consent, authorization or waiver of the City, the approval, consent, authorization, or waiver of the City Manager or any officer or employee of the City to whom the City Manager or the City Council of the City delegates authority to perform, carry out and/or enforce this Agreement shall constitute the approval, consent, authorization or waiver of the City without further action of the City Council, unless such approval, consent, authorization, or waiver is otherwise required by applicable law to be made by the City Council or the City Manager otherwise determines such approval, consent, authorization, or waiver should be made by the City Council. Unless otherwise specified or the context requires otherwise, all references to the City's City Manager shall mean the City Manager or his or her designee.

15. Notices, Demands and Communications Between the Parties.

Formal notices, demands and communications between the City and Developer shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the City and Developer. Such written notices, demands and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by mail. Any notice that is transmitted by electronic facsimile transmission followed by delivery of a "hard" copy, shall be deemed delivered upon its transmission; any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt by the recipient; and any notice that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the date of receipt thereof.

16. Conflict of Interest.

To the extent prohibited by law, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

17. Non-liability of Officials and Employees.

(a) No member, official or employee of the City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Developer or on any obligations under the terms of this Agreement.

(b) No member, official or employee of Developer shall be personally liable to the City, or any successor in interest, in the event of any default or breach by Developer or for any amount which may become due to the City or its successor or on any obligations under the terms of this Agreement. This release shall not apply in the event of fraud, waste or intentional damage by Developer or any agent, member, official, or employee of Developer.

18. Interpretation of Agreement; Terminology; Application of Law.

This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters addressed herein. In addition, each Party has been given the opportunity to consult with experienced and knowledgeable legal counsel. Accordingly, any rule of law (including Civil Code section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effectuate the purpose and intent of the Parties to this Agreement. This Agreement shall be construed and enforced in accordance with the internal laws of California and not the principles regarding conflict of laws, except to the extent that Federal law preempts State law.

When the context so requires when used in this Agreement, the masculine gender shall be deemed to include the feminine and neuter gender and the neuter gender shall be deemed to include the masculine and feminine gender. When the context so requires when used in this Agreement, the singular shall be deemed to include the plural. The paragraph and section headings have been used for convenience only and shall not be used in the interpretation hereof.

19. Waivers.

A waiver by the City or Developer of any term, covenant, or condition herein contained shall not be a waiver of such term, covenant, or condition on any subsequent breach. All waivers must be in writing and signed by the appropriate representatives of the City or Developer, as applicable.

20. Time of the Essence.

Time is of the essence in this Agreement and each and all of its provisions in which performance is a factor.

21. Attorneys' Fees and Costs.

If any action or proceeding is brought by any Party against any other Party under this Agreement, whether for interpretation, enforcement or otherwise, the prevailing Party shall be entitled to recover all costs and expenses, including the reasonable fees of its attorney and any expert witnesses in such action or proceeding. This provision shall also apply to any post-judgment action by either Party, including without limitation efforts to enforce a judgment.

22. Severability.

Any provision of this Agreement that shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

23. Entire Understanding of the Parties; Amendments.

This Agreement, including any document or instrument incorporated herein by reference, contains a complete and final expression of the agreement between the City and Developer relating to this Agreement, and there are no promises, representations, agreements, warranties, or inducements either express or implied other than as are set forth in this Agreement. Any and all previous discussions or agreements between the City and Developer with respect to this Agreement, whether oral or written, are superseded by this Agreement. No amendment, change, or addition to, or waiver of termination of, this Agreement or any part hereof shall be valid unless in writing and signed by the City and Developer.

24. No Third Party Beneficiaries.

The Parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of the City and Developer, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

25. Further Assurances.

Each of the Parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all necessary acts and things in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the Parties.

26. Execution in Counterparts.

This Agreement may be executed in several counterparts and all such executed counterparts shall constitute one agreement, binding on all of the Parties hereto, notwithstanding that all of the Parties hereto are not signatories to the original or to the same counterpart. This Agreement shall not be binding unless and until all Parties hereto have executed this Agreement.

27. Authority to Sign.

The individual executing this Agreement on behalf of Developer hereby represents that he/she has full authority to do so and to bind Developer to perform pursuant to the terms and conditions of this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

“CITY”

CITY OF THOUSAND OAKS

By: _____
Kevin McNamee, Mayor

ATTEST:

By: _____
Laura B. Maguire, City Clerk

APPROVED AS TO FORM:

By: _____
Andrews P. Powers, City Manager

APPROVED AS TO FORM:

By: _____
Tracy M. Noonan, City Attorney

APPROVED AS TO FORM:

By: _____

KANE, BALLMER & BERKMAN
Susan Apy, City Special Counsel

“DEVELOPER”

PEOPLE’S SELF-HELP HOUSING
CORPORATION, a California nonprofit
public benefit corporation
**see notes below*

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

**Notes: In accordance with California Corporations Code Section 313, this document must be executed by the Corporation’s Chief Executive Officer, President or Vice-President, on the one hand, and the Corporations’ Chief Financial Officer, Treasurer, Assistant Treasurer or Secretary on the other hand.*

FIN:430-10\jb\H:\COMMON\Council\2023\Adminstration\Attachment 1 Right of Entry.docx

EXHIBIT A
LEGAL DESCRIPTION OF SITE

[behind this page]

All that certain real property situated in the County of Ventura, State of California, described as follows:

PARCEL 1:

LOT 12 IN BLOCK 26 OF THOUSAND OAKS TRACT, IN THE CITY OF THOUSAND OAKS, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

THAT PORTION OF LOT 11 IN BLOCK 26 OF THOUSAND OAKS TRACT, IN THE CITY OF THOUSAND OAKS, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 11, DISTANT THEREON SOUTH 19° 38' 30" WEST 75 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 11, SAID POINT ALSO BEING THE MOST WESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO ROBERT O. SWARTOUT, ET UX., RECORDED MAY 1, 1960 AS INSTRUMENT NO. 22044 IN BOOK 1869, PAGE 433 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LAND,

1ST: SOUTH 65° 13' 41" EAST 158.80 FEET TO THE MOST SOUTHERLY CORNER OF SAID LAND; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LAND TO AND ALONG THE SOUTHEASTERLY LINE OF THE DESCRIBED IN THE DEED TO W. F. ERBES, RECORDED SEPTEMBER 1, 1957 AS INSTRUMENT NO. 38363 IN BOOK 1546, PAGE 534 OF OFFICIAL RECORDS.

2ND: NORTH 19° 38' 30" EAST 65 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 11; THENCE ALONG SAID NORTHEASTERLY LINE,

3RD: SOUTH 61° 39' 30" EAST 147.66 FEET TO THE MOST NORTHERLY CORNER OF THE LANDS DESCRIBED IN THE DEED TO THE COUNTY OF VENTURA, RECORDED MAY 6, 1958 AS INSTRUMENT NO. 9611 IN BOOK 1596, PAGE 112 OF OFFICIAL RECORDS; THENCE ALONG THE BOUNDARY OF SAID LAND THE FOLLOWING THREE COURSES AND THE PROLONGATION THEREOF,

4TH: SOUTH 38° 20' 30" WEST 110 FEET TO AN ANGLE POINT; THENCE,

5TH: SOUTH 62° 42' 30" WEST 98.28 FEET; THENCE,

6TH: NORTH 67° 10' 18" WEST 208.51 FEET, MORE OR LESS, TO A POINT ON THE CURVED NORTHWESTERLY LINE OF SAID LOT 11, DISTANT THEREON 120 FEET NORTHEASTERLY FROM THE MOST WESTERLY CORNER OF SAID LOT 11; THENCE,

7TH: NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE POINT OF BEGINNING. EXCEPT ANY PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE LAND DESCRIBED IN THE DEED TO LOUISE D. JENIFER, RECORDED OCTOBER 16, 1959 AS INSTRUMENT NO. 39508 IN BOOK 1788, PAGE 71 OF OFFICIAL RECORDS.

PARCEL 3:

THAT PORTION OF LOT 11 IN BLOCK 26 OF THOUSAND OAKS TRACT, IN THE CITY OF THOUSAND OAKS, AS PER MAP RECORDED IN BOOK 8, PAGES 73 TO 78 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 11, THENCE SOUTH 61° 39' 30" EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 160.00 FEET; THENCE SOUTH 19° 38' 30" WEST AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 65.00 FEET; THENCE NORTH 65° 13' 41" WEST 158.80 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT, DISTANT 75.00 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 19° 38' 30" EAST 75.00 FEET TO THE POINT OF BEGINNING.

APN: 670-0250-290, 670-0-250-210

EXHIBIT “B”

SITE MAP

[behind this page]



This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Order: 421240636

FW 670 26 MAP ASS00000

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