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13 Attorneys for Petitioners and Plaintiffs  
14 AERA ENERGY LLC; AND  
15 CHEVRON U.S.A. INC.

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
16 COUNTY OF VENTURA

18 AERA ENERGY LLC, a California limited  
19 liability company; and CHEVRON U.S.A.  
20 INC., a Pennsylvania corporation,

20 Petitioners and Plaintiffs,

21 v.

22 CITY OF VENTURA; CITY COUNCIL OF  
23 VENTURA; and the VENTURA LAND  
24 TRUST; ROES 1 through 25, inclusive, and  
25 DOES 26 through 50, inclusive,

25 Respondents and Defendants.

**ELECTRONICALLY FILED**  
Superior Court of California  
County of Ventura

03/06/2026

K. Bieker  
Executive Officer and Clerk

By: \_\_\_\_\_ Deputy Clerk

Lauralei Jensen

Case No. 2026CUWM061857

**AERA ENERGY LLC, AND CHEVRON  
U.S.A. INC'S VERIFIED PETITION  
AND COMPLAINT FOR:**

**(1) INTERFERENCE WITH  
RECORDED EASEMENT RIGHTS**

**(2) QUIET TITLE; AND**

**(3) DECLARATORY RELIEF**

**(4) WRIT OF MANDATE**

**Code Civ. Proc., §§ 1085, 1060, 760.010 et  
seq.**



1 recorded easement rights in Hall Canyon Road and that the introduction of pedestrian and  
2 recreational uses onto Hall Canyon Road would create significant safety hazards, not the least of  
3 which would be pedestrian-vehicle collisions. Plaintiffs engaged with both the City and VLT in  
4 good-faith efforts over the course of several months to identify a practical and legally permissible  
5 alternative that would both allow public recreational access to VLT's property and fully protect  
6 Plaintiffs' recorded easement rights in Hall Canyon Road. Plaintiffs provided the City and VLT  
7 with recorded easement documentation, conducted site visits, and proposed specific, workable  
8 measures that would safely accommodate the public while keeping public use out of the Hall  
9 Canyon Road easement corridor and preserving its exclusive industrial function.

10 5. Despite having actual and constructive notice of Plaintiffs' rights, and despite  
11 Plaintiffs' repeated attempts to reach a collaborative solution, the City and VLT declined to  
12 meaningfully engage with Plaintiffs or adopt Plaintiffs' proposed safety measures and instead  
13 proceeded to approve and rely upon a reciprocal easement that authorizes incompatible public use  
14 within the easement corridor itself.

15 6. Plaintiffs do not oppose VLT's ownership or use of its surface property, and  
16 Plaintiffs do not object to VLT's desire to make its property available for general public  
17 recreation purposes. Rather, this action seeks judicial clarification and enforcement of Plaintiffs'  
18 recorded easement rights, and a determination that any secondary use of Hall Canyon Road must  
19 remain subordinate and compatible with its established industrial purpose.

20 7. Absent judicial intervention, the City's approval and VLT's reliance on the  
21 reciprocal easement have created an ongoing dispute regarding access control, use prioritization,  
22 and permissible activity within an active industrial corridor – matters that directly affect  
23 Plaintiffs' property rights and lawful operations.

#### 24 **PARTIES**

25 8. Plaintiff Aera is a California limited liability company with its principal place of  
26 business in Long Beach, California. At all times relevant to this Complaint, Aera has operated oil  
27 and gas facilities within the City of Ventura and has exercised rights of ingress and egress over  
28 Hall Canyon Road in connection with those operations and related redevelopment activities.



1 section 760.010 et seq. to adjudicate Plaintiffs’ quiet title claim concerning the scope, priority,  
2 and enforceability of recorded easement rights burdening and benefitting the subject real  
3 property, and pursuant to its general equitable powers to adjudicate claims for interference with  
4 easement rights.

5 17. Venue is proper in this Court pursuant to Code of Civil Procedure sections 393,  
6 394, and 395 because the City is a charter city and a respondent and defendant in this action,  
7 because the acts and omissions giving rise to the claims occurred within the City of Ventura, and  
8 because the real property and recorded easement rights at issue are located within this Court’s  
9 jurisdiction.

10 **GENERAL FACTUAL ALLEGATIONS**

11 18. Hall Canyon Road is a long-established industrial access roadway serving active  
12 oil and gas operations within the Ventura Avenue Oil Field. For more than fifty (50) years, Hall  
13 Canyon Road has been used by oil and gas operators for heavy industrial access, including the  
14 transport of equipment, vehicles, personnel, and for emergency response.

15 19. Plaintiffs hold longstanding, recorded easement rights over Hall Canyon Road that  
16 are essential to the continued conduct of lawful oil and gas exploration, development, production,  
17 maintenance, and related operations. Those easement rights run with the land and burden surface  
18 properties owned by the City and VLT.

19 20. Plaintiffs’ access rights over Hall Canyon Road are principally established by a  
20 recorded easement and right-of-way created by instrument dated December 10, 1968, and  
21 recorded in Book 3420, Page 328 of the Official Records of Ventura County (the “Hall Canyon  
22 Road Easement”). A true and correct copy of the easement is attached hereto and incorporated by  
23 reference herein as Exhibit A. The Hall Canyon Road Easement expressly provides for an  
24 easement and right-of-way over, along, across, and through Hall Canyon Road, as it then existed  
25 or may thereafter be relocated, for access to properties operated in the Ventura Avenue Oil Field.

26 21. The Hall Canyon Road Easement burdens surface properties currently identified  
27 by Assessor Parcel Numbers 064-0-150-155, 064-0-160-235, and 074-0-010-115, among other  
28 parcels, as reflected in the recorded easement and related instruments of record.

1           22.     The Hall Canyon Road Easement identifies Hall Canyon Road’s primary and  
2 dominant purpose as industrial access associated with oil and gas operations and is not a general  
3 public access easement. By its terms and under California law, the Hall Canyon Road Easement  
4 restricts secondary or inconsistent uses that would unreasonably interfere with, burden, or impair  
5 that primary industrial function.

6           23.     The Hall Canyon Road Easement is further reflected and reinforced by a  
7 December 1968 quitclaim deed recorded against the servient surface properties, which expressly  
8 provides that use of those properties remains subject to the Hall Canyon Road Easement and  
9 prohibits uses that would unreasonably interfere with oil and gas operations conducted pursuant  
10 to the Hall Canyon Road Easement.

11           24.     In addition to the Hall Canyon Road Easement, Plaintiffs and their predecessors  
12 hold recorded property rights burdening the same surface lands, including mineral rights, oil and  
13 gas leases, access-related conditions, and easements for pipelines, utilities, and incidental  
14 industrial purposes. These recorded interests further confirm the long-standing industrial  
15 character of Hall Canyon Road and the limitations imposed on incompatible surface uses.

16           25.     VLT acquired its surface property interests by deed recorded on January 31, 2020,  
17 expressly subject to all easements, encumbrances, covenants, conditions, restrictions, and other  
18 matters of record, including the Hall Canyon Road Easement and Plaintiffs’ other recorded oil  
19 and gas property rights. The City similarly holds its surface interests subject to those same  
20 recorded encumbrances.

21           26.     At all times relevant, both the City and VLT acquired and held their respective  
22 interests with actual and constructive notice of the Hall Canyon Road Easement and its  
23 limitations on incompatible uses.

24           27.     In approximately January of 2025, one of VLT’s representatives contacted Aera  
25 and (a) advised Aera it was preparing for public access onto its surface lands, (b) inquired as to  
26 Aera’s legal interests in Hall Canyon Road and (c) requested that Aera provide “copies of any  
27 active easements, leases, or other documentation.” A true and correct copy of VLT’s request is  
28 attached hereto and incorporated by reference herein as Exhibit B. In response, Aera directed

1 VLT to the recorded instrument containing its Hall Canyon Road Easement and advised VLT that  
2 its Hall Canyon Road Easement would preclude public recreational access onto Hall Canyon  
3 Road. A true and correct copy of Aera’s communication is attached hereto and incorporated by  
4 reference herein as Exhibit C.

5 28. Throughout summer and fall of 2025, Plaintiffs engaged with both VLT and the  
6 City in an effort to develop a way for public recreational visitors to safely pass over City-owned  
7 surface lands to access VLT-owned surface lands while also keeping those visitors out of the Hall  
8 Canyon Road Easement corridor and preserving its exclusive industrial function. Plaintiffs  
9 conducted site visits for VLT representatives and City representatives so that the parties could see  
10 for themselves the ongoing industrial operations on Hall Canyon Road and the safety hazards  
11 such operations would pose to pedestrians on the roadway.

12 29. Plaintiffs consistently made clear that they were not opposed to VLT accessing its  
13 property, nor to public recreational use occurring on appropriate portions of VLT’s land.  
14 Plaintiffs consistently made clear that they were not opposed to the City granting VLT access  
15 rights over lands owned by the City, so long as such grant did not conflict with or otherwise  
16 impair Plaintiffs’ recorded rights. Plaintiffs repeatedly advised the City and VLT that Plaintiffs’  
17 critical-path concern was finding a way for recreational visitors to safely access VLT’s lands, and  
18 Plaintiffs specifically advised the City that Plaintiffs had formulated safety and avoidance  
19 measures the City could and should implement in any access grant it gave to VLT to protect the  
20 public and preserve Plaintiffs’ rights. A true and correct copy of this correspondence to the City is  
21 attached hereto and incorporated by reference herein as Exhibit D.

22 30. Those safety and avoidance measures included, among other things: physical  
23 separation of pedestrian traffic from the travel lanes used for industrial vehicles; restrictions on  
24 public vehicular access; signage and operational controls prohibiting stopping or congregating in  
25 active operations areas; and safety measures sufficient to preserve continuous and unobstructed  
26 industrial access and emergency response access.

27 31. Despite Plaintiffs’ above-described efforts, the City and VLT elected to move  
28 forward with a reciprocal access agreement between them that included no safety or avoidance

1 measures whatsoever and which would place recreational foot traffic and recreational visitor  
2 vehicles onto Hall Canyon Road. Neither the City nor VLT notified Plaintiffs' of their decision to  
3 move forward with this reciprocal access agreement. Plaintiffs received notice via the City's  
4 December 3, 2025 publication of the agenda for its December 9, 2025 meeting, which included  
5 City Council approval of a proposed reciprocal access agreement between the City and VLT as  
6 well as a copy of that proposed agreement.

7 32. Plaintiffs' timely submitted written comments to the City on the proposed  
8 reciprocal access agreement. Those comments included a redline of the proposed reciprocal  
9 easement agreement showing each of the safety and avoidance measures the City needed to  
10 implement to protect the public and preserve Plaintiffs' rights. That submission – consisting of  
11 Plaintiffs' December 8, 2025 comment letters, supporting title documentation, site-visit materials,  
12 and a comprehensive redline of the proposed agreement – are attached hereto as Exhibit E and  
13 Exhibit F and incorporated herein by reference. As reflected therein, Plaintiffs identified specific,  
14 concrete revisions necessary to avoid interference with the Hall Canyon Road Easement and to  
15 protect public safety, including but not limited to restricting public access to areas outside the  
16 industrial portion of Hall Canyon Road, prohibiting public vehicular access within the easement  
17 corridor, requiring conspicuous signage stating that Hall Canyon Road is an active industrial  
18 roadway with no stopping, standing, or loitering permitted, requiring physical and operational  
19 controls to prevent pedestrian presence in active operations zones, and ensuring that emergency  
20 ingress and egress for oilfield operations remain unobstructed at all times.

21 33. Notwithstanding Plaintiffs' further above-described efforts, the City Council  
22 approved the reciprocal easement agreement at its December 9, 2025 City Council meeting  
23 without incorporating Plaintiffs' proposed revisions or alternative safeguards, and without  
24 conditioning approval on its compatibility with the Hall Canyon Road Easement.

25 34. The approved agreement purports to authorize public pedestrian and recreational  
26 use within the Hall Canyon Road corridor, creating incompatible shared use within an active  
27 industrial access route and materially increasing the risk of operational conflicts and safety  
28 incidents.



1           43.     Under California law, the holder of an easement is entitled to use and enjoy the  
2 easement for its intended purpose without unreasonable interference or impairment by the  
3 servient estate. (See Civ. Code §§ 806, 809.)

4           44.     A servient owner may not authorize uses of the burdened property that are  
5 incompatible with the easement’s purpose, that materially and unreasonably interfere with the  
6 dominant estate’s rights, or that substantially increase the burden on the easement beyond what  
7 was contemplated at the time of its creation.

8           45.     The City approved and executed a reciprocal easement agreement with VLT that  
9 purports to authorize public pedestrian and recreational use along portions of Hall Canyon Road,  
10 without safeguards necessary to preserve Hall Canyon Road’s industrial access or to prevent  
11 unreasonable interference with Plaintiffs’ recorded easement rights.

12           46.     The City’s approval and the resulting authorization of public use materially  
13 interfere with Plaintiffs’ easement rights by introducing incompatible uses within an active  
14 industrial corridor, altering access control and operational conditions, and impairing Plaintiffs’  
15 ability to safely and efficiently conduct lawful operations over Hall Canyon Road.

16           47.     VLT’s reliance on the City-approved reciprocal easement similarly interferes with  
17 Plaintiffs’ recorded easement rights by asserting use and control of Hall Canyon Road in a  
18 manner inconsistent with the Hall Canyon Road Easement’s express terms and primary purpose.

19           48.     Plaintiffs do not allege complete physical blockage or total denial of access.  
20 Rather, the interference arises from the City’s authorization and VLT’s implementation and  
21 reliance upon incompatible uses that alter the legal and operational character of Hall Canyon  
22 Road as an industrial access route.

23           49.     Plaintiffs have repeatedly provided notice of their recorded easement rights and the  
24 incompatibility between the authorized public uses and the Hall Canyon Road Easement’s  
25 primary purpose, and have identified reasonable measures that would avoid or mitigate such  
26 interference.

27           50.     Despite this notice, the City has proceeded with its approval and authorization of  
28 the reciprocal easement, and VLT has proceeded in reliance on that approval, in a manner that

1 continues to burden and unlawfully interfere with Plaintiffs' recorded easement rights.

2 51. Plaintiffs seek judicial enforcement of the Hall Canyon Road Easement to prevent  
3 ongoing and future interference and to clarify the permissible scope of use of Hall Canyon Road  
4 consistent with the recorded Hall Canyon Road Easement and applicable law.

5 **SECOND CAUSE OF ACTION**

6 **Quiet Title – Against All Defendants**

7 52. Plaintiffs incorporate by reference, as though fully set forth herein, the allegations  
8 contained in paragraphs 1 through 51 of this Petition and Complaint.

9 53. Plaintiffs bring this cause of action pursuant to Code of Civil Procedure section  
10 760.010 et seq. to quiet title to and confirm the scope, priority, and enforceability of a recorded  
11 easement commonly known as Hall Canyon Road, located in the City of Ventura, California.

12 54. The property that is the subject of this quiet title action is a recorded roadway  
13 easement burdening certain real property owned by City, and benefitting properties owned and  
14 operated by Plaintiffs.

15 55. The easement was created by written instrument dated December 10, 1968, and  
16 recorded in Book 3420, Page 328 of the Official Records of Ventura County, commonly referred  
17 to as the "Hall Canyon Road Easement." *See* Exhibit A.

18 56. The easement area, including its legal description and depiction, is more  
19 particularly described in Exhibit A.

20 57. Plaintiffs hold valid, existing, and enforceable easement rights over and across the  
21 Hall Canyon Road Easement as successors in interest to the original grantee.

22 58. Plaintiffs' title is based on express grant, as reflected in the recorded Hall Canyon  
23 Road Easement and subsequent recorded instruments, which establish Plaintiffs' right to use,  
24 maintain, and rely upon Hall Canyon Road for ingress, egress, and operations associated with the  
25 Ventura Avenue Oil Field and related facilities.

26 59. Plaintiffs' easement rights were recorded decades prior to the City's approval of  
27 the reciprocal easement and therefore have priority as a matter of law over any subsequently  
28 authorized or purported interests whether claimed by Defendants or by third parties acting

1 pursuant to Defendants' approval.

2 60. Defendants assert, or claim the right to assert, interests in the Hall Canyon Road  
3 Easement that are adverse to, inconsistent with, and in excess of Plaintiffs' recorded easement  
4 rights.

5 61. These adverse claims include, without limitation, assertions – made directly or  
6 through reliance on the City's approval – that Defendants may: (a) authorize or expand public  
7 pedestrian and recreational use of Hall Canyon Road; (b) impose unilateral operational controls,  
8 conditions, or limitations on Plaintiffs' use of the easement; and (c) encumber or modify the  
9 easement through reciprocal or third-party easement arrangements without Plaintiffs' consent.

10 62. Plaintiffs contend that such asserted interests improperly interfere with and impair  
11 Plaintiffs' superior easement rights and are invalid to the extent they are inconsistent with the  
12 express terms and purpose of the Hall Canyon Road Easement.

13 63. Plaintiffs seek a determination of title as of the date of filing of this Complaint,  
14 and on a continuing basis thereafter.

15 64. Plaintiffs seek a judicial determination declaring that:

- 16 a) Plaintiffs hold valid, existing, and enforceable easement rights over Hall  
17 Canyon Road;
- 18 b) Plaintiffs' easement rights are senior and superior to the reciprocal easement  
19 authorized by the City in favor of VLT; and
- 20 c) Any use of Hall Canyon Road by Defendants or the public must remain  
21 subordinate to and compatible with the Hall Canyon Road Easement's primary  
22 industrial purpose.

23 65. Plaintiffs do not seek to quiet title to fee ownership of the servient estates, nor to  
24 prohibit all non-industrial uses of Hall Canyon Road, but instead seek adjudication of the scope  
25 and priority of their easement rights to prevent incompatible uses that impair those rights.

26 66. All persons with adverse claims to the Hall Canyon Road Easement have been  
27 named as Defendants or are unknown, within the meaning of Code of Civil Procedure section  
28 762.060.

1 **THIRD CAUSE OF ACTION**

2 **Declaratory Relief – Against All Defendants**

3 67. Plaintiffs incorporate by reference, as though fully set forth herein, the allegations  
4 contained in paragraphs 1 through 66 of this Petition and Complaint.

5 68. An actual controversy has arisen and now exists between Plaintiffs and Defendants  
6 regarding the scope and enforceability of Plaintiffs’ recorded easement rights over Hall Canyon  
7 Road, and Defendants’ asserted authority to authorize or implement uses of the easement corridor  
8 that are incompatible with those rights.

9 69. Plaintiffs contend that the recorded Hall Canyon Road Easement grants Plaintiffs  
10 primary and superior rights of ingress, egress, and operational access, and that any secondary use  
11 of the easement corridor must remain subordinate to, and may not materially interfere with, those  
12 rights.

13 70. Defendants have taken, and continue to assert, positions inconsistent with  
14 Plaintiffs’ easement rights, including authorizing or facilitating public pedestrian and recreational  
15 use of the Hall Canyon Road and asserting authority to regulate access and use in a manner that  
16 interferes with Plaintiffs’ rights under the recorded easement.

17 71. Plaintiffs therefor seek a judicial declaration pursuant to Code of Civil Procedure  
18 section 1060 that:

- 19 a) Plaintiffs hold valid and enforceable easement rights over Hall Canyon Road  
20 as set forth in the recorded Hall Canyon Road Easement;
- 21 b) Plaintiffs’ easement rights constitute the primary and controlling use of Hall  
22 Canyon Road;
- 23 c) Defendants lack authority to authorize or maintain uses that materially  
24 interfere with Plaintiffs’ easement rights; and
- 25 d) Defendants may not authorize or permit VLT or public use of Hall Canyon  
26 Road unless and until appropriate safety, access-control, and operational  
27 safeguards are implemented that preserve the roadway’s primary industrial  
28 function and prevent material interference with Plaintiffs’ easement rights,

1 including safeguards consistent with those proposed by Plaintiffs and set forth  
2 in Exhibit E.

3 72. A declaratory judgment is necessary and appropriate to define the parties'  
4 respective rights and obligations, to resolve the present controversy, and to prevent continuing  
5 disputes regarding the permissible use of Hall Canyon Road.

6 **FOURTH CAUSE OF ACTION**

7 **Petition for Writ of Mandate – Against Defendant City Only**

8 73. Plaintiffs incorporate by reference, as though fully set forth herein, the allegations  
9 contained in paragraphs 1 through 72 of this Petition and Complaint.

10 74. This cause of action is brought solely against the City for traditional writ relief  
11 pursuant to Code of Civil Procedure section 1085.

12 75. Plaintiffs are beneficially interested in the issuance of writ relief because they are  
13 the holders of the recorded Hall Canyon Road Easement and their vested property rights and  
14 lawful operations are directly and adversely affected by the City's approval, authorization, and  
15 intended enforcement and/or recordation of the reciprocal easement agreement described herein.

16 76. The City has a mandatory legal duty to act within the scope of its lawful authority,  
17 including duties imposed under California law governing public agencies' authority to convey or  
18 dedicate property interests and to respect recorded real property rights, and to refrain from  
19 approving, authorizing, recording, or enforcing agreements that purport to dedicate, convey,  
20 expand, or otherwise authorize use of real property interests beyond those the City lawfully  
21 possesses, including interests burdened by recorded easements held by third parties.

22 77. The City also has a mandatory legal duty not to take actions that unlawfully impair  
23 vested property rights, including recorded easement rights, or that authorizes uses of a servient  
24 estate that materially and unreasonably interfere with the dominant easement holders' rights and  
25 the easement's primary purpose, as established by the recorded instrument.

26 78. Notwithstanding these duties, and despite actual and constructive notice of  
27 Plaintiffs' recorded easement rights, the City approved the reciprocal easement agreement on  
28 December 9, 2025, and the City authorized execution and implementation of the reciprocal

1 easement agreement in a manner that purports to grant VLT – and, by extension, the public –  
2 rights of pedestrian and recreational use within the Hall Canyon Road easement corridor that the  
3 City does not possess and lacks authority to convey.

4 79. The City’s approval and authorization of the reciprocal easement agreement  
5 constitutes official action in excess of the City’s legal authority because it purports to enlarge or  
6 alter permissible uses within the Hall Canyon Road Easement corridor in a manner inconsistent  
7 with the recorded Hall Canyon Road Easement and Plaintiffs’ vested easement rights, thereby  
8 authorizing incompatible public use within an active industrial access corridor.

9 80. Plaintiffs have repeatedly notified the City of the Hall Canyon Road Easement’s  
10 scope and limitations and proposed workable measures to accommodate public access while  
11 protecting Plaintiffs’ rights and public safety, as documented in Exhibit E. The City nonetheless  
12 proceeded to approve the reciprocal easement agreement without incorporating Plaintiffs’  
13 proposed revisions or conditioning approval on compatibility with the Hall Canyon Road  
14 Easement.

15 81. Plaintiffs have no plain, speedy, and adequate remedy at law to prevent the  
16 continuing and prospective harm caused by the City’s ultra vires approval and authorization of  
17 the reciprocal easement agreement. Absent writ relief, Plaintiffs will continue to face uncertainty  
18 and ongoing interference with recorded property rights, along with heightened operational and  
19 safety risks, arising from the City’s continued authorization, threatened recordation, and  
20 enforcement of the reciprocal easement agreement.

21 82. Plaintiffs are entitled to issuance of a peremptory writ of mandate directing the  
22 City to set aside and vacate its approval and authorization of the reciprocal easement agreement to  
23 the extent it purports to authorize public pedestrian or recreational use within the Hall Canyon  
24 Road Easement corridor in a manner inconsistent with Plaintiffs’ recorded easement rights, and to  
25 refrain from recording, enforcing, or implementing any such authorization unless and until the  
26 City’s actions are brought into compliance with the Hall Canyon Road Easement and Plaintiffs’  
27 vested property rights.

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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully pray for judgment against Defendants City of Ventura, City Council of the City of Ventura, Ventura Land Trust, and ROES 1 through 25, inclusive, and DOES 26 through 50, inclusive, as follows:

1. On the First Cause of Action (Interference with Easement Rights), for a judgment determining that Defendants’ approval, authorization, and implementation of incompatible uses of Hall Canyon Road constitute unlawful interference with Plaintiffs’ recorded easement rights;

2. On the Second Cause of Action (Quiet Title), for a judgment quieting title in favor of Plaintiffs to their recorded easement rights over Hall Canyon Road, as set forth in the Hall Canyon Road Easement recorded at Book 3420, Page 328, Official Records of Ventura County, against any adverse claims of Defendants, as of the date this action is filed;

3. On the Third Cause of Action (Declaratory Relief), for a judicial declaration pursuant to Code of Civil Procedure section 1060 that:

- a) Plaintiffs hold valid and enforceable recorded easement rights over Hall Canyon Road;
- b) Such easement rights constitute the primary and controlling use of Hall Canyon Road;
- c) Defendants lack authority to authorize, approve, or maintain uses of Hall Canyon Road that materially interfere with Plaintiffs’ easement rights; and
- d) Defendants may not authorize or permit VLT or public use of Hall Canyon Road unless and until appropriate safety, access-control, and operational safeguards are implemented that preserve the roadway’s primary industrial function and prevent material interference with Plaintiffs’ easement rights, including safeguards consistent with those proposed by Plaintiffs and set forth in Exhibit E.

4. On the Fourth Cause of Action (Petition for Writ of Mandate), for issuance of a writ of mandate or order under California Code of Civil Procedure § 1085 directing the City to set aside and vacate its approval and authorization of the reciprocal easement agreement to the extent

1 it purports to authorize public pedestrian or recreational use within the Hall Canyon Road  
2 Easement corridor in a manner inconsistent with Plaintiffs' recorded easement rights, and to  
3 refrain from recording, enforcing, or implementing such authorization unless and until it is  
4 brought into compliance with the Hall Canyon Road Easement and applicable law;

5 5. For recovery of costs of suit incurred herein, as permitted by law;

6 6. For such other and further relief as the Court deems just and proper.

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8 Dated: March 6, 2026

MANATT, PHELPS & PHILLIPS, LLP

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Christian E. Baker  
Sigrid R. Waggener  
Attorneys for Plaintiffs and Plaintiffs

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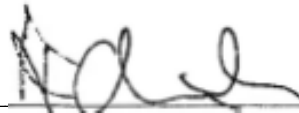
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**VERIFICATION**

I, Thomas Alexander, am Senior Counsel for Aera Energy LLC, a California limited liability company and the petitioner in the above-entitled action. I have read the foregoing “VERIFIED PETITION AND COMPLAINT” and know the contents thereof. I certify that the same is true of my own knowledge, except as to the matters which are therein stated on information or belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 4, 2026, at Long Beach, California.



\_\_\_\_\_  
Thomas Alexander


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**VERIFICATION**

I, Camille Mikhail, am Senior Counsel for CHEVRON U.S.A. INC., a Pennsylvania corporation, and the petitioner in the above-entitled action. I have read the foregoing “VERIFIED PETITION AND COMPLAINT” and know the contents thereof. I certify that the same is true of my own knowledge, except as to the matters which are therein stated on information or belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 6, 2026, at Houston, California.

  
\_\_\_\_\_  
Camille Mikhail

# EXHIBIT A

AFTER RECORDING RETURN TO:

E. E. Tucker  
Getty Oil Company  
P. O. Box 54050  
Los Angeles, California 90054

69056 BOOK 3420 PAGE 328

INDEXED

RECORDED AT REQUEST OF  
TITLE INS & TR CO - - 1  
AT 8:01 A.M.  
OFFICIAL RECORDS VENTURA COUNTY

DEC 27 1968 1

PARTIAL QUITCLAIM

*Robert L. Hansen* RECORDER

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KNOW ALL MEN BY THESE PRESENTS:

FEE \$15.60-18

GETTY OIL COMPANY, a Delaware corporation, Grantor herein being vested with interests in property which are derived from or affected by, and described in the following instruments:

1. DEED dated February 6, 1931, executed by Associated Oil Company to Ventura Land and Water Company, recorded in Book 341, Page 30, Official Records of Ventura County, California;

wherein and whereby Grantor conveyed to Grantee therein certain real property (hereinafter referred to as "said land"), subject to rights, easements and servitudes, as described, saved, reserved and excepted in and by said Deed; and

2. MODIFICATION OF LEASE dated January 1, 1938, executed by and between Ventura Land and Water Company, as Lessor and Lloyd Corporation, Ltd., and South Basin Oil Company as Lessees; together with

- 2a. AGREEMENT AND ASSIGNMENT OF MODIFICATION OF LEASE dated January 1, 1938, executed by and between Lloyd Corporation, Ltd., South Basin Oil Company, Tide Water Associated Oil Company and Ventura Land and Water Company, which Modification of Lease and Agreement and Assignment thereof were recorded as a single integrated document in Book 568, Page 285, Official Records of Ventura County, California (together with all amendments thereof to date);

1 wherein and whereby the oil and gas leasehold  
 2 working interest in a portion of said land  
 3 was demised and assigned to the Grantor herein;  
 4 and

- 5 3. MODIFICATION OF LEASE dated January 1, 1938, executed  
 6 by and between Ventura Land and Water Company and  
 7 Tide Water Associated Oil Company, recorded in Book  
 8 573, Page 578, Official Records of Ventura County,  
 9 California (together with all amendments thereof to  
 10 date);

11 wherein and whereby the oil and gas leasehold  
 12 working interest in a portion of said land  
 13 was demised to Grantor herein.

14 DOES HEREBY REMISE, RELEASE, TRANSFER, QUITCLAIM AND SURRENDER  
 15 unto the OWNERS OF RECORD of said land as their interests may  
 16 appear all its right, title and interest in and to that portion  
 17 of said land, including all oil, gas and other hydrocarbon sub-  
 18 stances which may be found or situated therein, lying southerly  
 19 of a line on said premises located and described as follows:

20 A part of Subdivision "R" as the same is shown on  
 21 that certain Map entitled "Map of the Ex-Mission  
 22 San Buena Ventura Tract No. 1", recorded in Book  
 23 2 at Page 103, Miscellaneous Records of Ventura  
 24 County and more specifically delineated by Record  
 of Survey entitled "Map of Mariano Rancho" recorded  
 in Book 7, at Page 21, Records of Surveys Ventura  
 County, more particularly described as follows:

25 Commencing at a point in the North line  
 26 of said Subdivision "R" designated CL-11  
 27 thence along courses 1-5 inclusive of  
 28 said record of survey; S 16°39'00" W  
 940.56 feet; S 50°26'00" E 1494.34 feet;  
 29 S 36°20'10" W 231.04 feet; S 2°55'50" E  
 185.52 feet; S 1°10'50" E 236.25 feet;  
 30 thence along course 6 of said survey S  
 32°45'10" E 450 feet; to the true point  
 of beginning; thence N 85°28'16" E 6642.93  
 feet to a point in the common boundary  
 between the Lloyd and Ventura Land and

1 Water Company parcels as shown on said  
 2 record of survey; which point in said  
 3 common boundary lies S 17°34'10" W  
 4 3130.00 feet from the Northeast corner  
 5 of said Lloyd parcel; thence N 79°05'20"  
 6 E 9605.94 feet to a point in Course No.  
 7 103 of said Record of Survey which is  
 8 275.86 feet northeasterly from the  
 9 beginning of said course, said point  
 10 also being in the easterly boundary of  
 11 lands demised by Modification of Lease  
 12 numbered 3 above.

13 (Hereinafter referred to as "said remised land");

14 SAVING, EXCEPTING AND RESERVING unto the Grantor, its successors  
 15 and assigns, the following non-exclusive rights, easements,  
 16 conditions and servitudes to be enjoyed in common with OWNERS  
 17 OF RECORD in that portion of said remised land hereinafter  
 18 referred to as PARCEL I and described as:

19 A part of Subdivision "R" as the same is shown on  
 20 that certain Map entitled "Map of the Ex-Mission  
 21 San Buena Ventura Tract No. 1", recorded in Book  
 22 2 at Page 103, Miscellaneous Records of Ventura  
 23 County and more specifically delineated by Record  
 24 of Survey entitled "Map of Mariano Rancho" recorded  
 25 in Book 7, at Page 21, Records of Surveys Ventura  
 26 County, more particularly described as follows:

27 Beginning at a point on Course 6 of said  
 28 record of survey, distant thereon S 32°45'10"  
 29 E 450.00 feet from the intersection of said  
 30 Course 6 with Course 5; thence N 85°28'16" E  
 31 6642.93 feet to a point in the common boundary  
 32 between the Lloyd and Ventura Land and Water  
 Company parcels as shown on said record of  
 survey; thence N 79°05'20" E 9605.94 feet  
 to a point in Course 103 of said survey;  
 thence along Course 103 S 30°16'15" W 275.86  
 feet; thence S 64°43'30" W 704.53 feet; thence  
 S 41°24' W 328.90 feet; thence S 9°59' E 243.80  
 feet; thence S 36°54' W 441.56 feet; thence S  
 68°36' W 169.85 feet; thence S 74°04' W 471.94  
 feet; thence S 88°45' W 225.63 feet; thence N  
 71°08' W 226.84 feet to the intersection of  
 Courses 95 and 94; thence S 79°05'20" W  
 1422.58 feet; thence S 51°00' W 4404.84 feet;  
 thence S 86°00' W 900 feet; thence N 45°00' W  
 2500.00 feet to a point in said common boundary;  
 thence S 85°28'16" W 5710.96 feet to the inter-  
 section of Courses 7 and 6 of said record of  
 survey; thence along Course 6 N 32°45'10" W  
 1121.95 feet to the point of beginning.

1. Such avenues and ways of ingress and egress in, over under and through PARCEL I as may be necessary or convenient to Grantor, its successors or assigns, in the use, development, operation and/or production of oil, gas and other hydrocarbon substances situate or found outside of PARCEL I in properties now or hereafter operated by Grantor, its successors or assigns, in the Ventura Avenue Oil Field, Ventura County, California.
2. The right to lay, construct, maintain and operate such roadways, passage ways, pipelines for the transportation of oil, gas, gasoline or other kindred substances, telephone, telegraph lines, electric light and power lines, pipes or pipelines for the carrying of water and/or steam and to construct, maintain, operate, repair, remodel and/or remove houses, camps, offices, derricks, sumps, reservoirs, ditches, conduits, fences, dikes, tanks, refineries, machinery, apparatus, buildings, structures, absorption, compression and/or dehydration plants and plants of every kind and nature as may be necessary or convenient to Grantor, its successors or assigns, in the use, development, operation and/or production of oil, gas and other hydrocarbon substances situate or found outside of PARCEL I in properties now or hereafter operated by Grantor, its successors or assigns, in said Ventura Avenue Oil Field, Ventura County, California.
3. The right of Grantor, its successors or assigns, to conduct oil field operations in said Ventura Avenue

1 Field without liability to said OWNERS OF RECORD,  
2 their successors or assigns, for any damage to  
3 PARCEL I or any improvements at present thereon or  
4 to any water or water-course on PARCEL I or to  
5 crops or anything growing thereon and for any  
6 damage to animals thereon being the property of  
7 said OWNERS OF RECORD, their successors or assigns;  
8 provided however, that Grantor shall not be released  
9 from liability for damage to the subsurface of said  
10 remised land and to known oil and gas and other  
11 hydrocarbon substances contained therein which may  
12 be determined to have arisen or occurred as the  
13 proximate result of Grantor's operations in said  
14 Ventura Avenue Field after the date hereof which  
15 operations are conducted contrary to good oil field  
16 practices.

17 4. The right of Grantor, its successors or assigns, at  
18 any time and from time to time to abandon, remodel,  
19 relocate or remove as may be necessary or convenient,  
20 any property, improvements, structures, excavations,  
21 embankments, fixtures, equipment and other materials  
22 heretofore or hereafter placed in or upon PARCEL I  
23 by Grantor, its successors or assigns, without  
24 liability and/or obligation to restore, fill in,  
25 excavate, level, grade, improve, or reclaim PARCEL I  
26 or any part thereof or to level, fill in or other-  
27 wise restore any roads, pits, sumps, embankments,  
28 ditches or excavations on PARCEL I.

29 5. The condition that said OWNERS OF RECORD, their  
30 successors or assigns, will not use, exercise nor  
31

1 grant to any third party any right, title, interest  
2 or estate acquired by said OWNERS OF RECORD hereunder  
3 unless the use, exercise or grant of such rights,  
4 titles, interests and estates and all of them are  
5 made subject to:

6 (a.) The above and foregoing reservations, exceptions,  
7 limitations and conditions.

8 (b.) The condition that the exercise of any such  
9 rights, titles, interests or estates shall not  
10 unreasonably interfere with the operations of  
11 Grantor, its successors and assigns on PARCEL I.

12 6. The condition that said OWNERS OF RECORD, their  
13 successors or assigns, may at any time and from time  
14 to time require Grantor to relocate any rights of  
15 way, avenues of access, facilities, structures,  
16 improvements or other like rights or properties  
17 used, constructed or exercised pursuant to the pro-  
18 visions of Exceptions 1, 2 and 4 hereinabove, subject;  
19 however, to said OWNERS OF RECORD undertaking as  
20 follows:

21 (a.) To provide Grantor with adequate alternate  
22 locations or sites for the avenues of access,  
23 facilities, structures, improvements or other  
24 like rights or properties which are, in the  
25 sole discretion of Grantor, satisfactory to  
26 said Grantor; and,

27 (b.) To indemnify Grantor for the full cost and  
28 expense of such requested relocation.

29 7. The condition that whenever Grantor may at any time  
30 or from time to time permanently abandon or relocate  
31

1 any rights of way, avenues of access, facilities,  
2 structures, improvements or other like rights or  
3 properties burdening PARCEL I, Grantor will promptly  
4 by appropriate quitclaim and without cost to OWNERS  
5 OF RECORD, their successors or assigns, release the  
6 area so abandoned from the servitudes saved, excepted,  
7 retained and created hereunder and under said Deed  
8 and Modifications of Lease.

- 9 8. The rights of Grantor, its successors or assigns, to  
10 enjoy and exercise all of the rights and privileges  
11 contained and provided in Reservations 1 through 6,  
12 inclusive, hereinabove until Grantor, its successors  
13 or assigns, shall wholly cease and abandon said oil  
14 operations in said Ventura Avenue Field, Ventura  
15 County, California.

16 FURTHER SAVING, EXCEPTING AND RESERVING unto Grantor, its  
17 successors and assigns, the following non-exclusive rights,  
18 easements, conditions and servitudes in the remaining portion of  
19 said remised land lying southerly of the south boundary of  
20 PARCEL I and hereinafter referred to as PARCEL II:

- 21 1. A non-exclusive easement and right of way over,  
22 along, across and through Hall Canyon, as Hall Canyon  
23 Road presently exists or may hereafter be relocated  
24 by the OWNERS OF RECORD, at any time and from time  
25 to time hereafter, for Grantor's access to properties  
26 now or hereafter operated by Grantor, its successors  
27 or assigns in the Ventura Avenue Oil Field, Ventura  
28 County, California.
- 29 2. The right of the Grantor, its successors and assigns,  
30 to occupy, use, keep and maintain on PARCEL II all  
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1 existing equipment, facilities, improvements or  
2 appurtenances owned by Grantor and used in connection  
3 with its operations in the Ventura Avenue Oil Field,  
4 as the same are located and shown on Plat attached  
5 hereto as Exhibit "A" which is by reference incorpor-  
6 ated herein.

7 3. The right of Grantor, its successors or assigns, to  
8 operate the existing facilities, equipment, improve-  
9 ments or appurtenances described in reservation 2  
10 next above, in connection with its operations in  
11 said Ventura Avenue Field without liability to said  
12 OWNERS OF RECORD, their successors or assigns for  
13 any damage to PARCEL II presently occupied by said  
14 facilities, equipment, improvements or appurtenances,  
15 or to any water or water-course on said PARCEL II  
16 or to crops or anything growing thereon and for any  
17 damage to animals thereon being the property of said  
18 OWNERS OF RECORD, their successors or assigns;  
19 provided however, that Grantor shall not be released  
20 from liability for damage to the subsurface of said  
21 remised land and to known oil and gas and other  
22 hydrocarbon substances contained therein which may  
23 be determined to have arisen or occurred as the  
24 proximate result of Grantor's operations in said  
25 Ventura Avenue Field after the date hereof, which  
26 operations are conducted contrary to good oil field  
27 practices.

28 4. The right of Grantor, its successors or assigns, at  
29 any time and from time to time to abandon, remodel  
30 or remove as may be necessary or convenient or to  
31

1 relocate if necessitated by earth slides, any  
2 facilities, equipment, improvements, structures,  
3 excavations, embankments, rights of way or ways of  
4 ingress and egress and other materials heretofore  
5 placed in or upon PARCEL II by Grantor, its successors  
6 or assigns, provided that Grantor's exercise of any  
7 rights reserved herein with respect to PARCEL II  
8 shall in no way enlarge or increase the burden  
9 thereof upon the servient estate, and if relocation  
10 of such rights of way or ways of ingress and egress  
11 is necessitated, such relocation shall be made as  
12 close to the original location as is possible, and  
13 without liability and/or obligation of the Grantor  
14 to restore, fill in, excavate, level, grade, improve  
15 or reclaim said premises or any part thereof or to  
16 level, fill in or otherwise restore any roads, pits,  
17 sumps, embankments, ditches or excavations on said  
18 premises.

- 19 5. The condition that said OWNERS OF RECORD, their  
20 successors or assigns, will not use, exercise nor  
21 grant to any third party any right, title, interest  
22 or estate acquired by said OWNERS OF RECORD hereunder  
23 unless the use, exercise or grant of such rights,  
24 titles, interests and estates and all of them are  
25 made subject to:
- 26 (a.) The above and foregoing reservations, exceptions,  
27 limitations and conditions.
- 28 (b.) The condition that the exercise of any such  
29 rights, titles, interests or estates shall not  
30 unreasonably interfere with the operations of  
31

1 Grantor, its successors and assigns, on said  
2 premises.

- 3 6. The condition that said OWNERS OF RECORD, their  
4 successors or assigns, may at any time and from time  
5 to time require Grantor to relocate any rights of  
6 way, avenues of access, facilities, structures,  
7 improvements or other like rights or properties  
8 without limiting the generality thereof as contem-  
9 plated, used, constructed or exercised pursuant to  
10 the provisions of Exceptions 1, 2 and 4 hereinabove;  
11 subject, however, to said OWNERS OF RECORD undertaking  
12 as follows:

13 (a.) To provide Grantor with adequate alternate  
14 locations or sites for the relocation of said  
15 rights of way, avenues of access, facilities,  
16 structures, improvements or other like rights  
17 or properties which are, in the sole discre-  
18 tion of Grantor, satisfactory to said Grantor;  
19 and,

20 (b.) To indemnify Grantor for the full cost and  
21 expense of such requested relocation.

- 22 7. The condition that whenever said Grantor may at any  
23 time or from time to time permanently abandon or  
24 relocate any rights of way, avenues of access,  
25 facilities, structures, improvements or other  
26 like rights or properties as provided in Condition  
27 4 above, burdening PARCEL II Grantor will promptly  
28 by appropriate quitclaim and without cost to OWNERS  
29 OF RECORD, their successors or assigns, release the  
30 area so abandoned from the servitudes saved,  
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excepted, retained and created hereunder and under said Deed and said Modifications of Lease.

8. The rights of Grantor, its successors or assigns, to enjoy and exercise all of the rights and privileges contained and provided in Reservations 1 through 6 inclusive, hereinabove, until Grantor, its successors or assigns, shall wholly cease and abandon said oil operations in said Ventura Avenue Field, Ventura County, California.

EACH AND EVERY of the foregoing reservations, exceptions, conditions and limitations shall run with the land and be binding upon all successors or assigns of Grantor and OWNERS OF RECORD.

TO HAVE AND TO HOLD unto said OWNERS OF RECORD, their successors and assigns forever.

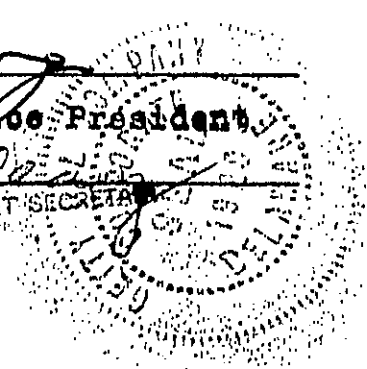
IN WITNESS WHEREOF, said GETTY OIL COMPANY has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by its officers thereunto duly authorized this 10<sup>th</sup> day of December, 1968.

GETTY OIL COMPANY

By [Signature]

And [Signature] Vice President

W. H. PARLETT, ASSISTANT SECRETARY

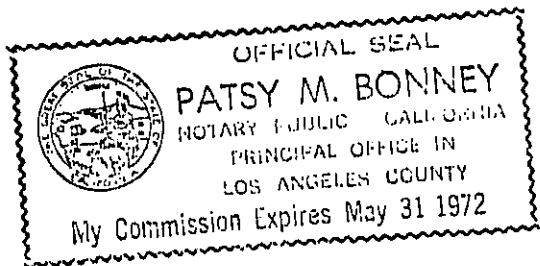


STATE OF CALIFORNIA,

COUNTY OF Los Angeles

} ss.

BOOK **3420** PAGE **339**

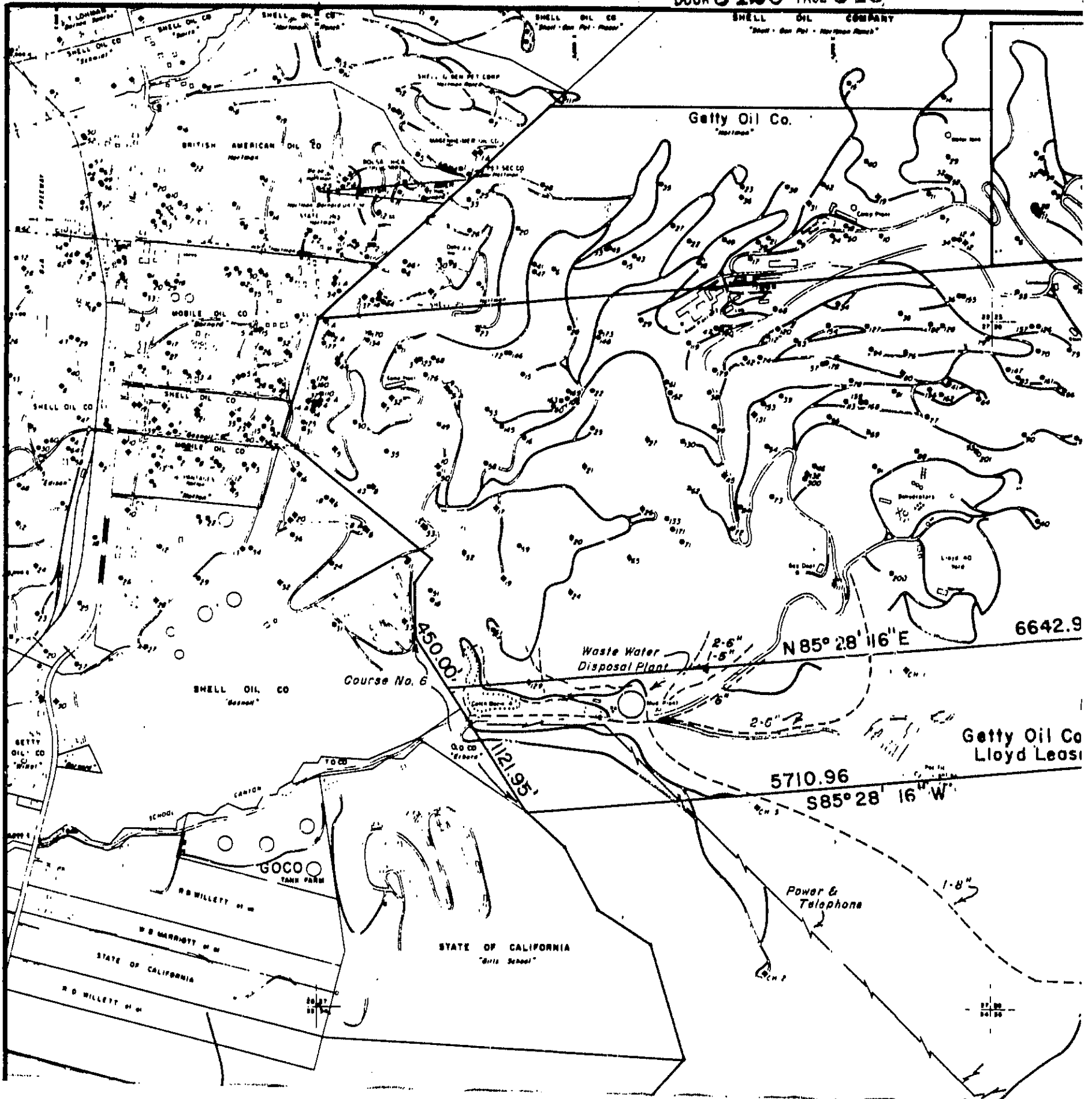


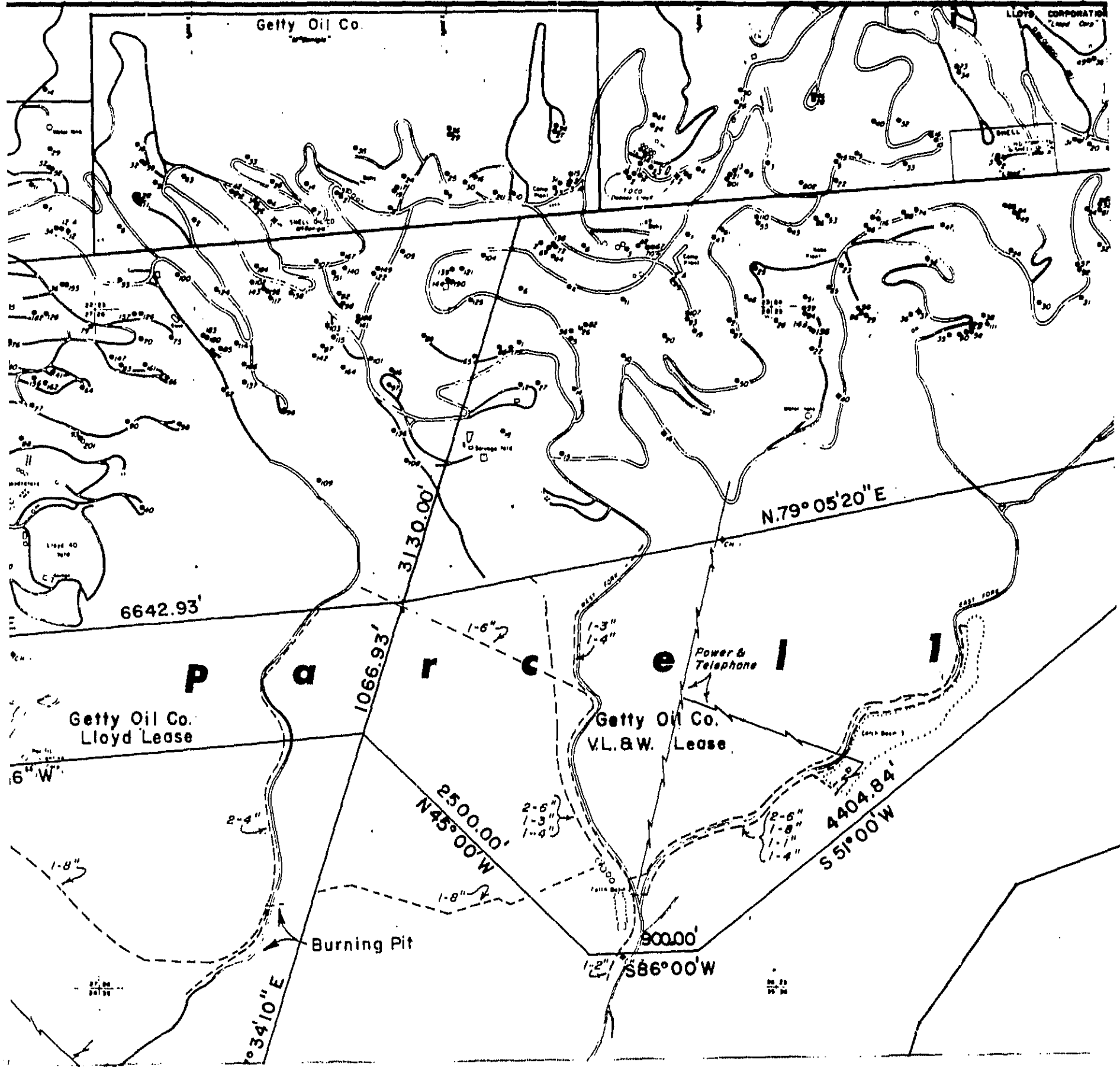
ON December 10, 1968,  
 before me, the undersigned, a Notary Public in and for the said State, personally appeared  
H. E. BERG, known to me to be the  
VICE President, and W. F. DUNLEAVY, known to me  
 to be the ASSISTANT Secretary of GETTY OIL COMPANY

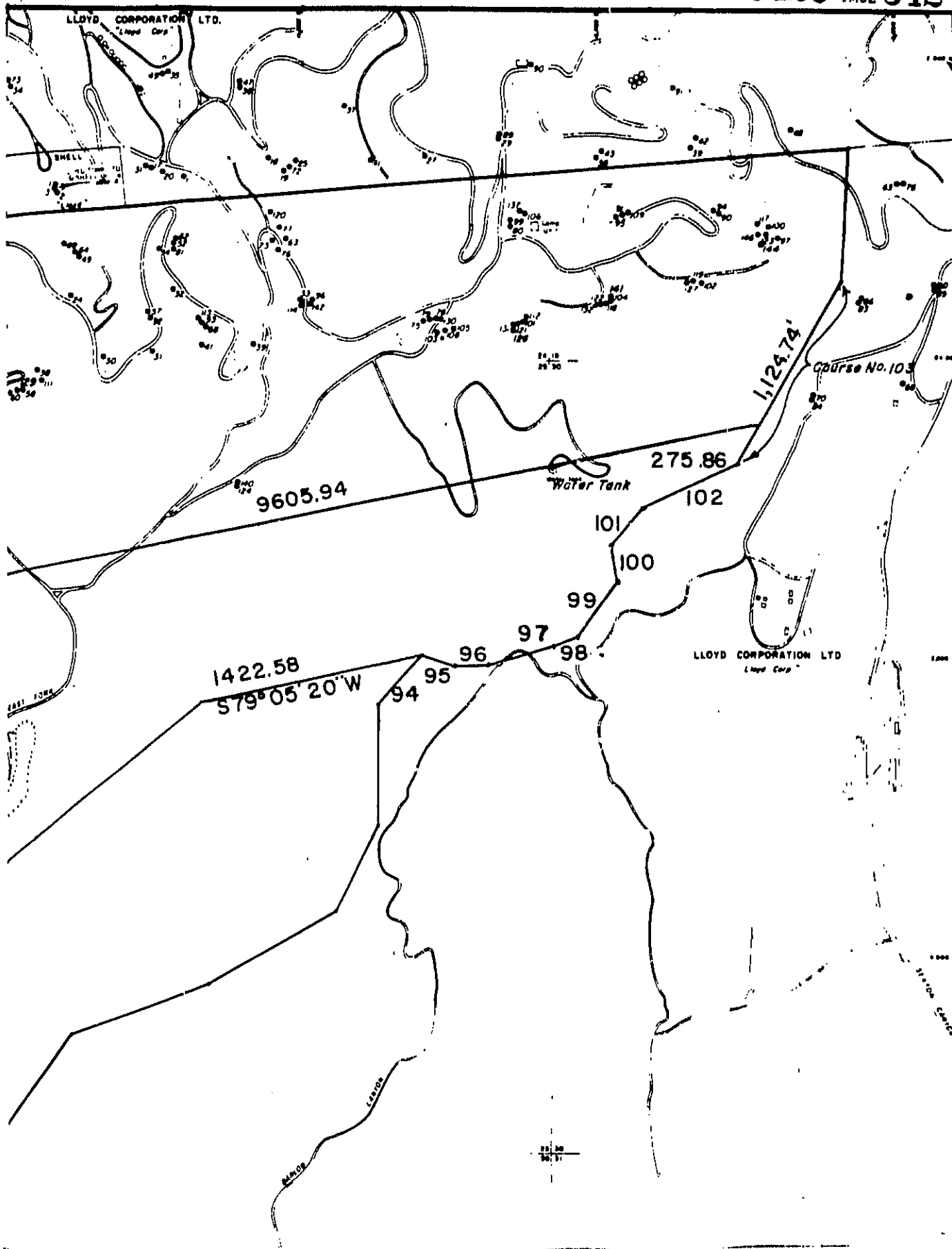
the Corporation that executed the within Instrument, known to me to be the persons who  
 executed the within Instrument, on behalf of the Corporation herein named, and acknowledged  
 to me that such Corporation executed the within Instrument pursuant to its by-laws or a  
 resolution of its board of directors.

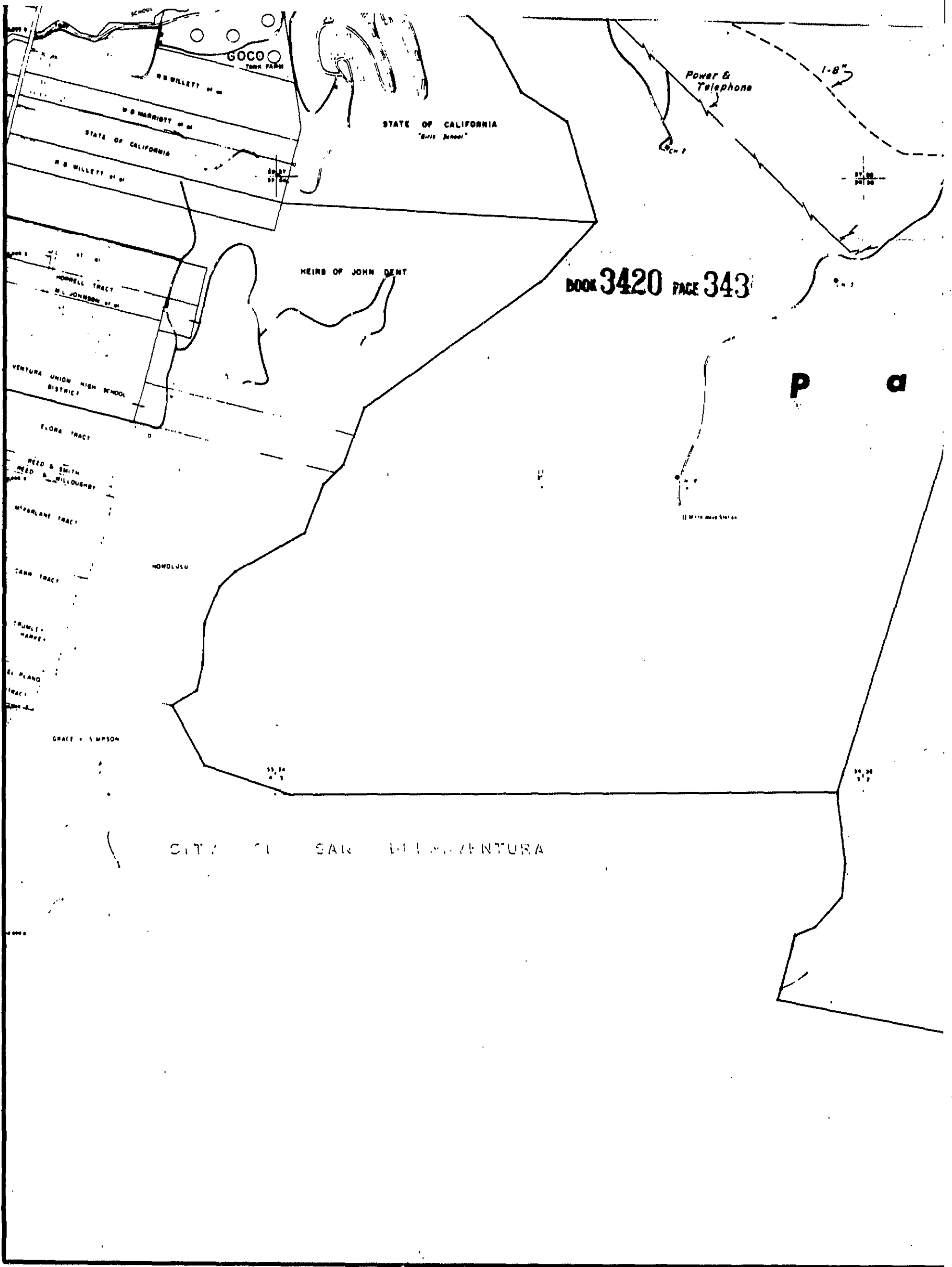
WITNESS my hand and official seal.

*Patsy M. Bonney*  
 \_\_\_\_\_  
 Patsy M. Bonney  
 NAME (TYPED OR PRINTED)  
 Notary Public in and for said State.









GOCO  
TOWN FARM

R B WILLETT W M

W B MARRIOTT W M

STATE OF CALIFORNIA

R B WILLETT W M

STATE OF CALIFORNIA  
"Girls School"

Power &  
Telephone

1-8"

HEIRS OF JOHN DENT

BOOK 3420 PAGE 343

P a

HONWELL TRACT

W L JOHNSON W M

VENTURA UNION HIGH SCHOOL  
DISTRICT

FLORA TRACT

NEED & SMITH  
NEED & WILLOUGHBY

MEARLANE TRACT

CARR TRACT

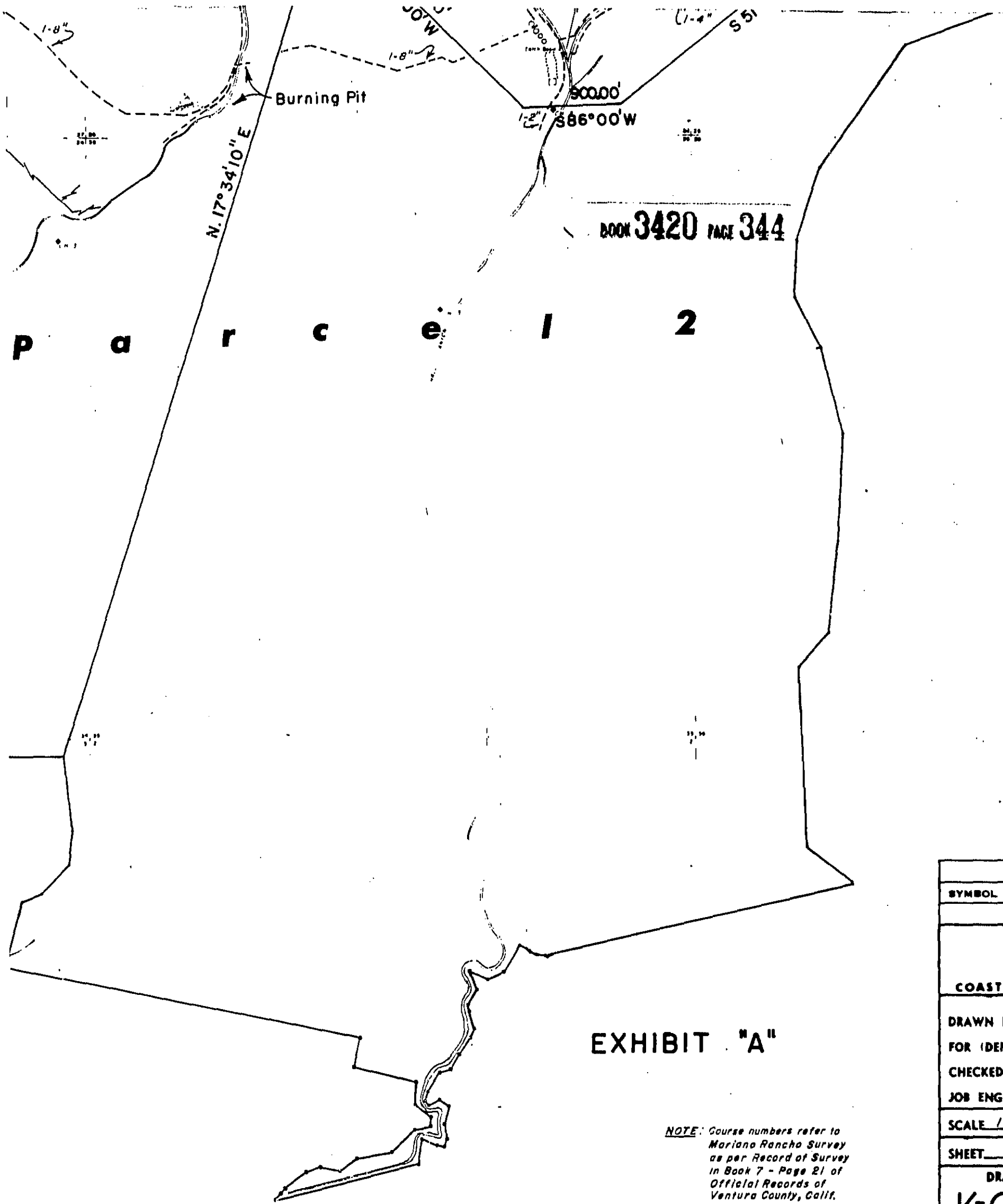
CRUMLEY  
PARCELS

EL PLANO  
TRACT

GRACE & SIMPSON

HONOLULU

CITY OF SAN BENEVENTURA



BOOK 3420 PAGE 344

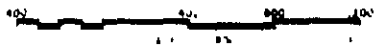
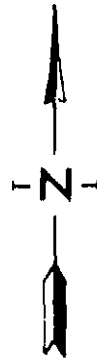
**P a r c e l 2**

**EXHIBIT "A"**

*NOTE: Course numbers refer to Mariano Rancho Survey as per Record of Survey in Book 7 - Page 21 of Official Records of Ventura County, Calif.*

SYMBOL
COASTAL
DRAWN BY
FOR (DEPT.)
CHECKED BY
JOB ENGR.
SCALE 1"
SHEET 1
DRAWN
<b>V-01</b>

BOOK 3420 PAGE 345



RECORDER'S MEMO: Legibility of writing, Typing or Printing UNSATISFACTORY in Portions of this document when received.

Showing Quitclaim Parcels & Pertinent Facilities		C.J.T.	11/11/65	<i>R.A.S.</i>
SYMBOL	DESCRIPTION	10-2-68 C.C.C.	DATE	APPROVED
<b>REVISIONS</b>				
<b>Getty Oil Company</b>				
PRODUCTION DEPARTMENT				
COASTAL DISTRICT		WESTERN DIVISION		
DRAWN BY <u>J.W.B., C.J.T.</u> C.C.C.		PORTION OF <b>VENTURA AVENUE OIL FIELD</b> PROPOSED  <i>Waterflood Unitization Quitclaim Parcels</i>  <i>Lloyd &amp; V.L.&amp;W. Leases</i>		
FOR (DEPT.) _____				
CHECKED BY _____				
JOB ENGR. _____				
SCALE <u>1" = 1,000'</u>				
SHEET <u>1</u> OF <u>1</u>				
DRAWING NO. <b>V-01-357</b>		APPROVED <i>R.A. Stouck</i> RE 5670 DATE 5-8-61		
Dell 33-56				

END OF RECORDED DOCUMENT

# EXHIBIT B

---

**From:** Dan Hulst <[dan@venturlandtrust.org](mailto:dan@venturlandtrust.org)>  
**Sent:** Thursday, January 23, 2025 12:09 PM  
**To:** Wyatt MS (Matt) at Aera <[MSWyatt@aeraenergy.com](mailto:MSWyatt@aeraenergy.com)>  
**Cc:** Quill Yates <[quill.yates@venturlandtrust.org](mailto:quill.yates@venturlandtrust.org)>  
**Subject:** [External] Aera Energy Legal Interest in Mariano Rancho

[Email sent from: [dan@venturahillsides.org](mailto:dan@venturahillsides.org). Please use caution, this email originated outside of Aera Energy. Only click expected links or attachments.]

Hello Matt,

Thanks for your help in working with us on the gate installation on our shared property boundary on School Canyon Road. We appreciate your coordination.

I wanted to touch base and ask you about Aera's legal interest (easements, leases, or otherwise) in Mariano Rancho, specifically on Hall Canyon Road. As we continue to prepare for public access, I want to be sure that our activities and improvements respect the interests of Aera. Navigating through all of the old oil and gas documentation is quite difficult, so I thought asking you for copies of any active easements, leases, or other documentation would be helpful. Would you be able to pass along this documentation, or is there someone else I should reach out to at Aera?

I am always happy to hop on the phone if you'd like to discuss this. Thanks so much, Matt, we appreciate your partnership.

Dan Hulst

Deputy Director

(805) 643 8044 Ext 703

Ventura Land Trust

[venturlandtrust.org](http://venturlandtrust.org)

# EXHIBIT C

---

**From:** Dan Hulst <dan@venturlandtrust.org>  
**Sent:** Thursday, April 17, 2025 3:48:09 PM  
**To:** Wyatt MS (Matt) at Aera <MSWyatt@aeraenergy.com>; Quill Yates <quill.yates@venturahillsides.org>  
**Subject:** Re: [External] Re: [External] Re: [External] Aera Energy Legal Interest in Mariano Rancho

**CAUTION:** This email originated from outside of Aera Energy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt,

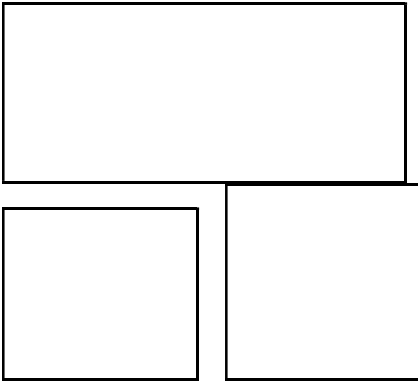
Thanks for the additional information.

Would it be possible to provide a map of the areas that you assert Aera has blanket rights over?

Regarding Hall Canyon Road, public access should not conflict or significantly interfere with Aera's access. Aera is one of several easement holders with non-exclusive rights over Hall Canyon Road. As we approach the opening of Mariano Rancho and the legitimization of public access on Hall Canyon Road, Ventura Land Trust will be reaching out to stakeholders who have legal access over Hall Canyon Road to provide information about forthcoming changes that will allow all parties to share the road. We look forward to discussing this matter in more detail with Aera soon.

Thank you.

Dan Hulst  
Deputy Director  
(805) 643 8044 Ext 703  
Ventura Land Trust  
[venturlandtrust.org](http://venturlandtrust.org)



On Fri, Apr 11, 2025 at 9:16 AM Wyatt MS (Matt) at Aera <[MSWyatt@aeraenergy.com](mailto:MSWyatt@aeraenergy.com)> wrote:

Dan,

Following up here on your inquiry about Aera's legal interest (easements, leases, or otherwise) in Mariano Rancho, specifically on Hall Canyon Road. Apologies for the delay, but we needed our legal and land group to look into this because Aera and its predecessors have been operating in the Ventura Oil Field for a very long time and have a lot of recorded rights supporting and protecting our operations.

Aera's rights in Hall Canyon Road are captured in a roadway easement contained in that certain recorded Partial Quitclaim (Dec. 27, 1968, 69056). Access via Hall Canyon Road is reserved to Aera for ingress/egress to and from its oil/gas/mineral operations. Aera has also reserved blanket rights for electric and gas pipelines, as well as general oil field operations across the surface lands the Trust acquired. So the Trust's use of these lands will be functionally constrained by Aera's right to free and undisturbed oil field operations, and uses of the lands that would interfere with Aera's oil field operations or access rights thereto would be barred by the recorded documents. Public access over Hall Canyon Road and the surrounding lands for recreational activities would substantially interfere with oil operations, which is prohibited under the documents of record.

If there are specific recorded documents you want to review, I can direct you over to the land and legal folks, but I'm informed that all of these various reservations of rights would have shown up on a title report when the Trust acquired the lands.

Matt

---

**From:** Dan Hulst <[dan@venturlandtrust.org](mailto:dan@venturlandtrust.org)>

**Sent:** Tuesday, April 1, 2025 8:00 AM

**To:** Wyatt MS (Matt) at Aera <[MSWyatt@aeraenergy.com](mailto:MSWyatt@aeraenergy.com)>; Quill Yates <[quill.yates@venturlandtrust.org](mailto:quill.yates@venturlandtrust.org)>

**Subject:** Re: [External] Re: [External] Re: [External] Aera Energy Legal Interest in Mariano Rancho

[**CAUTION:** This email originated from outside of Aera Energy. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Hi Matt,

How are things going? I wanted to touch base on the research you have been doing into CRC's legal interests in Mariano.

Have you been able to find anything? Thanks for your help on this. Hope all is well.

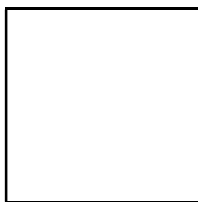
Dan Hulst

Deputy Director

(805) 643 8044 Ext 703

Ventura Land Trust

[venturlandtrust.org](http://venturlandtrust.org)



On Mon, Feb 24, 2025 at 9:02 AM Dan Hulst <[dan@venturlandtrust.org](mailto:dan@venturlandtrust.org)> wrote:

Hi Matt,

Thanks for the update. We appreciate you digging into Aera/CRC's legal interests in Mariano.

Look forward to hearing from you soon. Thanks for your partnership.

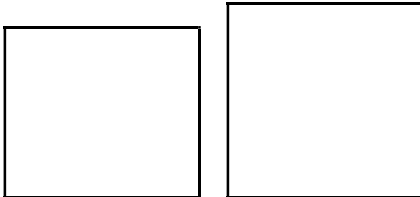
Dan Hulst

Deputy Director

(805) 643 8044 Ext 703

Ventura Land Trust

[venturlandtrust.org](http://venturlandtrust.org)



On Mon, Feb 24, 2025 at 8:53 AM Wyatt MS (Matt) at Aera <[MSWyatt@aeraenergy.com](mailto:MSWyatt@aeraenergy.com)> wrote:

Dan,

Just wanted to touch base regarding this. I am still digging up the documentation. Hoping to have something this week.

-Matt

# EXHIBIT D

November 14, 2025

Client-Matter: 49072-058

**VIA E-MAIL**

Bill Ayub  
City Manager of the City of Ventura  
501 Poli Street  
Ventura, CA 93001  
([bayub@cityofventura.ca.gov](mailto:bayub@cityofventura.ca.gov))

**Re: Hall Canyon Road Access Coordination Meeting**

Dear Mr. Ayub:

Our clients, California Resources Corporation and Aera Energy LLC (“Aera”), appreciate the City’s continued engagement regarding public recreational access over limited portions of Hall Canyon Road. We understand that the City recently reached out and expressed an interest in convening a meeting between the City, Aera, and Ventura Land Trust (“VLT”), and we are following up in that spirit. Aera remains committed to working collaboratively with the City to identify a safe, workable and timely resolution.

Over the past several weeks, Aera has evaluated the City’s proposed public access pathway over the lands it owns and over which a portion of Hall Canyon Road runs. Aera has developed a number of refinements to the City’s proposed access pathway that we believe may help achieve the City’s goals in a manner that protects public safety and Aera’s recorded rights in Hall Canyon Road. We wish to review these options with the City and VLT at the City’s earliest convenience.

To ensure the meeting is productive and aligned with the City’s decision-making process, we respectfully request participation from yourself, the City Attorney, the Community Development Director, and any relevant public works staff.

Aera is available to meet as soon as possible and will make every effort to accommodate the City’s preferred date and time. We appreciate the City’s leadership and look forward to a constructive discussion.

Sincerely,



Sigrid Waggener

cc: Javan Rad, City Attorney  
Charlie Ebeling, Public Works Director

# EXHIBIT E

December 8, 2025

Client-Matter: 49072-058

## VIA E-MAIL AND PUBLIC COMMENT FORM

Bill Ayub  
City Manager  
City of Ventura  
501 Poli Street  
Ventura, CA 93001  
([bayub@cityofventura.ca.gov](mailto:bayub@cityofventura.ca.gov))

Charles W. Ebeling  
Public Works Director  
City of Ventura  
501 Poli Street  
Ventura, CA 93001  
([cebeling@cityofventura.ca.gov](mailto:cebeling@cityofventura.ca.gov))

**Re: Reciprocal Easement Agreement with Ventura Land Trust for Continued Access to the Private Segment of Hall Canyon Road (December 9, 2025 City Council Meeting Agenda Item No. 6)**

Dear Mr. Ebeling and Mr. Ayub:

We submit this letter on behalf of Aera Energy LLC and California Resources Corporation (collectively, “Aera”) to the City of Ventura (“City”) in connection with December 9, 2025 City Council Meeting Agenda Item No. 6. This item concerns a proposed reciprocal easement agreement (the “Reciprocal Easement Agreement”) between the City and the Ventura Land Trust (the “Trust”) for access to Hall Canyon Road that would facilitate the use of Hall Canyon Road for public recreational purposes.

As the City is aware, Aera holds longstanding, recorded property and easement rights over Hall Canyon Road and the surrounding lands that grant Aera superior vehicular and operational rights necessary for ongoing oilfield operations. Any public access arrangement approved by the City must be consistent with and cannot impair Aera’s senior property rights or the safety obligations inherent in managing an active industrial corridor.

Aera previously submitted a detailed comment letter on August 25, 2025, identifying the legal and operational conflicts embedded in the proposed Reciprocal Easement Agreement. In the months since, Aera has made extensive good-faith efforts to work collaboratively with the City to

resolve these issues. Despite these efforts, the City has not meaningfully engaged with Aera or incorporated any of the essential revisions necessary to ensure the safety and legality of the proposed Reciprocal Easement Agreement. As further explained in Section 3 of this letter, Aera prepared specific proposed revisions to the Reciprocal Easement Agreement to address safety, operational, and legal conflicts. Aera's proposed redline is attached hereto as Exhibit 1. Nevertheless, City staff has elected to re-notice the same agreement without modification for Council action on December 9.

For the reasons detailed below, Aera respectfully requests that the City refrain from approving the proposed Reciprocal Easement Agreement as written and instead continue the item to allow the parties to finalize necessary revisions to that agreement. If the City proceeds with approval of the current agreement despite the conflicts identified herein, such action would (1) violate the terms of Aera's recorded easement, (2) create significant public safety risks, and (3) expose the City to substantial legal liability.

## **1. Aera's Good-Faith Efforts to Resolve These Issues**

Following the City's withdrawal of this agenda item on August 26, 2025, Aera advised City staff and the City Manager that it would provide all the relevant title documentation related to the City's property and the recorded easement burdening the City's property ("Hall Canyon Road Easement"), which is a superior property right that cannot be impaired. Accordingly, Aera commissioned, at its own expense, a complete preliminary title report for the City-owned parcel containing the segment of Hall Canyon Road at issue.

On September 30, 2025, Aera transmitted the preliminary title report to the City. The transmittal email explained that the Hall Canyon Road Easement appears in the title report as Exception 12 and expressly requested that the City review the recorded easement and the title documentation with its real estate counsel. Aera also reiterated its request – made earlier in a September 12, 2025 correspondence from Aera to the City – to move forward promptly with the City's tour of Hall Canyon Road and to schedule the sit-down meeting that Aera had been seeking since August. Aera's September 30 correspondence is attached hereto as Exhibit 2, the preliminary title report is attached hereto as Exhibit 3 and the Hall Canyon Road Easement is attached hereto as Exhibit 4.

As explained in Aera's August 25 letter, the recorded Hall Canyon Road Easement grants Aera primary vehicular and operational access for oil and gas operations in the Ventura Avenue Oil Field. Moreover, the Hall Canyon Road Easement expressly prohibits any secondary use that would impair, conflict with, or adversely affect Aera's primary use of Hall Canyon Road. Any public recreation access across this industrial corridor necessarily implicates those restrictions

and cannot lawfully occur unless strictly limited and conditioned to avoid interference with Aera's property rights and ongoing operations.<sup>1</sup>

## **2. Aera's Coordinated Site Visits with the City and the Trust**

At Aera's request, a site visit was held on October 17, 2025 with City representatives so the City could observe the serious safety and environmental constraints of Hall Canyon Road. Councilmember Halter, Public Works staff, and other City representatives attended. Representatives from the Trust, Dan Hulst and Paolo Perrone, were also present.

During this visit, the narrow width of the road, steep drop-offs, and washouts were observed firsthand. Multiple heavy industrial trucks passed during the visit, requiring the attendees to move to the extreme edge of the road, illustrating the inherent limitations of the corridor and the incompatibility of public recreational traffic with oilfield operations. A second site visit was conducted on October 20, 2025 for Councilmember Mangone.

At the conclusion of the October site visits, City representatives indicated that they intended to continue discussions and participate in a follow-up meeting with Aera and the Trust. However, no further communications were received.

Due to the City's silence, Aera transmitted a follow-up letter on November 14, 2025 attempting to reengage with the City and coordinate a three-party working session to identify a safe, workable and timely resolution of the issues. Aera's November 14 correspondence is attached as Exhibit 5. Additionally, in that correspondence, Aera reiterated its willingness to work collaboratively with the City and the Trust to develop revisions to the Reciprocal Easement Agreement that would protect public safety and honor the recorded easement rights. Aera received no response. The City did not schedule a meeting, respond to the issues raised, or request additional information. Instead, the City re-noticed the same agreement without modification and with no notice to Aera whatsoever.

The City's re-noticing of the proposed Reciprocal Easement Agreement – without incorporating any of the material information Aera provided, without engaging in the coordination requested, and without notifying Aera despite Aera's clear status as an interested party – raises significant procedural concerns and suggests that the City did not evaluate the title documentation,

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<sup>1</sup> Aera is aware of the September 5 correspondence submitted by counsel for the Ventura Land Trust, which mischaracterizes Aera's easement rights by suggesting they constitute a "nonexclusive" access easement. The Hall Canyon Road Easement contains multiple, controlling provisions that expressly prohibit any secondary use that impairs, conflicts with, or adversely affects Aera's primary oil and gas operations. These governing restrictions define the legal scope of permissible use. For this reason, Aera provided the City with the complete title documentation and requested independent review by the City Attorney's Office.

safety constraints, or operational conflicts documented since August. Notably, the staff report for Item 6 does not acknowledge the existence of Aera's superior easement rights or analyze the operational and safety conflicts inherent in introducing public recreational access into an industrial corridor serving active oilfield operations.<sup>2</sup>

### **3. Necessary Revisions to the Reciprocal Easement Agreement**

As Aera has consistently explained, Aera is prepared to support a Reciprocal Easement Agreement that protects public safety and complies with Aera's superior easement rights. To facilitate this, Aera prepared a redline of the proposed Reciprocal Easement Agreement identifying the revisions – legal, operational, and safety-related – necessary to align the Reciprocal Easement Agreement with the Hall Canyon Road Easement and the physical realities of Hall Canyon Road. Aera prepared this redline with the reasonable expectation that the City would in fact meet with Aera and the Trust for this purpose, as it agreed to do.

The most important revisions relate to the scope and location of public access; the prohibition of public vehicular access on the industrial portion of Hall Canyon Road; the requirement for clear signage to prevent public stopping or standing in operational areas; the inclusion of indemnity provisions running to Aera given the increased liability associated with public recreational use; and the clarification that public access beyond the Trust's property line is not authorized and would constitute trespass on private property. The proposed revisions also include necessary maintenance and emergency-access protections, including requirements to keep the roadway free from obstruction and to ensure that public use does not delay or interfere with emergency ingress or egress.

Each of these revisions is necessary to protect public safety and to prevent unlawful impairment of the Hall Canyon Road Easement. Again, Hall Canyon Road is an extremely narrow, one-lane, mostly dirt industrial corridor used 24 hours a day, 7 days a week, 365 days a year, by large trucks and heavy equipment. Introducing recreational users into this environment creates an unacceptable risk of collision and injury and is fundamentally incompatible with the longstanding industrial uses for which the corridor exists. The City's proposed agreement does not address or mitigate these risks.

### **4. Conclusion**

Aera has consistently demonstrated its willingness to work collaboratively with the City and the Trust to develop a legally compliant, safe, and workable access agreement for Hall Canyon

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<sup>2</sup> With respect to the staff report's reference to a purported "joint" reciprocal easement agreement, Aera confirms that no joint agreement – whether draft, proposed, verbal, or written – was ever provided by the City to Aera for review or consideration. Accordingly, any suggestion that Aera declined to participate in a joint agreement is incorrect.

# manatt

Bill Ayub  
Charles W. Ebeling  
December 8, 2025  
Page 5

Road. Aera has provided complete title documentation, facilitated site visits for City staff and Councilmembers, and repeatedly requested the opportunity to meet and finalize the necessary revisions. The City did not respond to these requests and has instead re-noticed an agreement that does not address the conflicts documented over the past several months.

Aera respectfully requests that the City refrain from approving the proposed Reciprocal Easement Agreement as written and continue Agenda Item No. 6 to a future meeting to allow the parties to complete the necessary revisions. Aera remains committed to working in good faith to reach a solution that ensures public safety, honors Aera's superior easement rights, and avoids unnecessary legal exposure for the City.

If the proposed Reciprocal Easement Agreement is executed, Aera will be forced to protect its longstanding and critical property rights.

Thank you for your attention to this matter. We welcome further discussion to ensure that public policy decisions prioritize public safety and respect existing property rights.

Nothing in this letter is intended to be or should be construed as a waiver or forfeiture of any of Aera's rights, remedies, defenses, or contentions, whether legal or equitable, all of which are hereby expressly reserved.

Sincerely,



Sigrid R Waggener

SRW

cc: City Clerk ([cityclerk@cityofventura.ca.gov](mailto:cityclerk@cityofventura.ca.gov))  
Carlene Saxton, Assistant City Manager ([csaxton@cityofventura.ca.gov](mailto:csaxton@cityofventura.ca.gov))  
Matthew Maechler, Principal Civil Engineer ([mmaechler@cityofventura.ca.gov](mailto:mmaechler@cityofventura.ca.gov))  
Javan Rad, City Attorney ([cityattorney@cityofventura.ca.gov](mailto:cityattorney@cityofventura.ca.gov))  
Dr. Jeannette Sanchez-Palacios, Mayor (District 4) ([jpalacios@cityofventura.ca.gov](mailto:jpalacios@cityofventura.ca.gov))  
Doug Halter, Deputy Mayor (District 2) ([dhalter@cityofventura.ca.gov](mailto:dhalter@cityofventura.ca.gov))  
Liz Campos, Councilmember (District 1) ([lcampos@cityofventura.ca.gov](mailto:lcampos@cityofventura.ca.gov))  
Ryyn Schumacher, Councilmember (District 3) ([rschumacher@cityofventura.ca.gov](mailto:rschumacher@cityofventura.ca.gov))  
Bill McReynolds, Councilmember (District 5) ([bmcreynolds@cityofventura.ca.gov](mailto:bmcreynolds@cityofventura.ca.gov))  
Jim Duran, Councilmember (District 6) ([jim.duran@cityofventura.ca.gov](mailto:jim.duran@cityofventura.ca.gov))  
Alex Mangone, Councilmember (District 7) ([amangone@cityofventura.ca.gov](mailto:amangone@cityofventura.ca.gov))

# EXHIBIT 1

ATTACHMENT B

**RECORDING REQUESTED BY:**

City of San Buenaventura

**AND WHEN RECORDED, RETURN TO:**

Ventura Land Trust  
P.O. Box 1284  
Ventura, CA 93002

THIS SPACE RESERVED FOR RECORDER ONLY  
(Gov. Code § 2736 1.6)

*Exempt from the \$75 Building and Jobs Act Fee per Gov't Code § 27388.1(a)(2)(D) - Public Agency  
No fee pursuant to Gov't Code § 6103  
No Documentary Transfer Tax per R& T Code § 11922  
Exempt Recording Fee per Gov't Code § 27383*

**RECIPROCAL EASEMENT AGREEMENT**

APNs: 064-0-150-155, 064-0-160-235 & 074-0-010-115 (VLT Property)  
APNs : 074-0-010-055, 074-0-010-060 & 074-0-010-095 (City Property)

THIS RECIPROCAL EASEMENT AGREEMENT (“**Agreement**”) is made and entered into as of \_\_\_\_\_, 2025, by and between VENTURA LAND TRUST, a California nonprofit public benefit corporation (“**VLT**”), and the CITY OF SAN BUENA VENTURA, a charter city and municipal corporation of the State of California (“**City**”), with reference to the recitals listed below. VLT and City are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

1. VLT is the owner of that certain real property located partially in the City of Ventura and partially in the unincorporated area of the County of Ventura, State of California commonly known as the Mariano Preserve and renamed the Ventura Hills Nature Preserve, designated as Ventura County Assessor’s Parcel Nos. 064-0-150-155, 064-0-160-235 and 074-0-010-115, and more particularly described in Exhibit A attached hereto and incorporated herein by reference (hereinafter, the “**VLT Property**”).

2. City is the owner of that certain real property located immediately adjacent and to the south of the VLT Property designated as Ventura County Assessor’s Parcel Nos. 074-0-010-055, 074-0-010-060 and 074-0-010-095, and more particularly described in Exhibit B attached hereto and incorporated herein by reference (hereinafter, the “**City Property**”), the northern boundary of which abuts the VLT Property. The VLT Property and the City Property are sometimes referred to herein individually as a “**Property**” and collectively as the “**Properties**.”

3. Access to the VLT Property has historically been provided by means of an existing improved private road commonly known as Hall Canyon Road (being an extension of the public portion of such road), which crosses over the City Property parcel designated as APN 074-0-010-060 in the location generally depicted in Exhibit C attached hereto and incorporated herein by reference (the “**Access Road**”).

4. Similarly, access between the various parcels comprising the City Property has historically been provided by means of that portion of the Access Road which crosses over the southernmost portion of the VLT Property, as generally depicted in Exhibit C.

5. The Parties’ intent in entering into this Agreement is to memorialize such established use of the Access Road and, in connection therewith, to grant reciprocal easements allowing for the continued use of the Access Road for ingress, egress and access purposes, subject to and upon the terms and conditions set forth in this Agreement.

6. Certain lands located adjacent to the VLT Property and the City Property are owned and operated by Aera Energy LLC (“Aera”) for oil-field and utility purposes. Public recreational use of the Access Road will bring members of the public into closer proximity to Aera’s operational areas, and accordingly, certain access controls and related protective provisions are necessary to maintain safe operations and regulatory compliance.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Grant of Reciprocal Easements.**

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a. **VLT Grant of Easement.** VLT hereby grants to City ~~an~~the following easements over and across that portion of the Access Road located on the VLT Property as depicted in Exhibit C, as the same may be reconfigured or otherwise modified or altered from time to time (collectively the “**VLT Property Easements**”).

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(i) ~~Vehicular Access Easement: The purpose of the VLT Property Easement is to provide a means of~~A non-exclusive easement over the existing improved Hall Canyon Road roadway surface for vehicular access, ingress and egress, to, from and between the various parcels comprising the City Property by City, emergency responders, public utilities, and other authorized service providers, for purposes related to City’s ownership, use and operation of the public facilities and improvements located on the City Property (the “**VLT Vehicular Easement**”). Vehicular use under this VLT Vehicular Easement shall be confined to the existing improved roadway surface only.

~~(ii) Pedestrian Recreation Easement: A non-exclusive easement~~adjacent to and alongside the roadway surface for pedestrian-only recreational access by members of the public (the “**VLT Pedestrian Easement**”). No public vehicular access is granted under the VLT Pedestrian Easement.

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b. **City Grant of Easement.** City hereby grants to VLT ~~an~~the following easements over and across that portion of the Access Road located on the City Property as depicted

in Exhibit C, as the same may be reconfigured or otherwise modified or altered from time to time (the “**City Property Easements**”).

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~~(i) **Vehicular Access Easement.** The purpose of the City Property Easement~~ A non-exclusive easement over the existing improved Hall Canyon Road roadway surface ~~for is to provide a means of~~ vehicular and pedestrian access, ingress and egress to and from the VLT Property ~~(i) by VLT and VLT’s agents, employees, representatives, contractors and invitees for purposes related to the ownership, management and stewardship of the VLT Property (the “City Vehicular Easement”), and (ii) by the general public for recreational purposes.~~ Vehicular use shall be confined to the existing improved roadway surface only.

~~b.(ii) **Pedestrian Recreation Easement:** A non-exclusive easement~~ adjacent to and alongside the roadway surface for pedestrian-only recreational access by members of the public (the “**City Pedestrian Easement**”). No public vehicular access is granted under the City Pedestrian Easement.

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c. **Nature of Easements.** The VLT Property Easement and the City Property Easement (collectively, the “**Easements**”) shall be perpetual and non-exclusive.

d. **Right to Maintain, Repair, Improve and Alter Access Road.** The Easements shall include the right to perform such maintenance, repairs and improvements to the Access Road as required to meet legal ingress and egress requirements and/or as to otherwise maintain the Access Road in good, usable and safe condition for the purposes described herein. In addition, VLT reserves the right to reconfigure or otherwise modify or alter the location of the Access Road on its Property, provided that any such reconfiguration or other alteration of the Access Road shall not unreasonably impair the use and enjoyment of the Easements for the purposes described herein. ~~Notwithstanding the foregoing, no reconfiguration, modification, or other alteration of the Access Road shall be undertaken that increases or facilitates public proximity to, or visibility of, Aera’s gates, fenced boundaries, operational facilities, or utility infrastructure, unless Aera has provided prior written consent.~~

e. **No Impairment of Aera’s Rights.** Notwithstanding anything to the contrary in this Agreement, nothing herein shall be construed to grant, create, or imply any right in favor of the City, the public, or any other person to impair, interfere with, restrict, or otherwise adversely affect the use, operation, maintenance, access, or safety measures associated with facilities owned or operated by Aera along Hall Canyon Road or on adjacent lands. VLT and City acknowledge and agree that Aera retains the right at all times to install, maintain, modify, and improve gates, fencing, signage, and other access control or operational measures necessary to ensure safe operations and regulatory compliance.

~~d.f.~~ **Signage.** The Parties shall install and maintain signage along the Access Road clearly distinguishing the VLT Vehicular Easement and the VLT Pedestrian Easement and also the City Vehicular Easement from the City Pedestrian Easement and stating that no public vehicular access is permitted. Signage shall be placed in locations and with language sufficient to reasonably notify the public of the permitted uses.

2. **Encumbrances and Liens.** Neither Party shall cause any encumbrance or lien to be imposed upon or enforced against the Property of the other Party. Each Party hereby agrees to indemnify, defend, and hold the other Party and the other Party's Property free and harmless from and against any such encumbrances and liens, together with any and all claims, demands, costs and expenses (including reasonable attorneys' fees) in connection there-with.

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3. **Insurance; Indemnity.**

a. At all times that the Easements granted herein remain in effect, each Party, at its sole cost and expense, shall obtain and maintain a policy of liability insurance under the terms of which the other Party is named as an additional insured and is indemnified against liability for damage or injury to the Property of the other Party and the property or person (including death) of any person entering upon or using the Property of the other Party for the purposes contemplated by this Agreement. The liability under such insurance shall not be less than One Million Dollars (\$1,000,000) combined single limit for personal or bodily injury, death and property damage, per occurrence. The limits of such insurance shall not, however, limit the liability of either Party nor relieve either Party of any obligation hereunder. Upon request, each Party shall provide the other Property with a certificate evidencing such insurance.

b. Each Party (for purposes hereof, the "Indemnifying Party") shall indemnify, defend and hold the other Party entirely free and harmless from and against any and all claims, damages, judgments, liens, fines, penalties, suits, causes of action, losses, liabilities and expenses, including attorneys' fees and court costs (collectively, "Indemnified Claims"), which arise out of, relate to, or are in any way result from (i) any act or omission of the Indemnifying Party or any of its agents, employees, representatives, contractors and/or invitees; (ii) the use of the Easements by the Indemnifying Party or any of its agents, employees, representatives, contractors and/or invitees, or any other activity, work or thing done or permitted by the Indemnifying Party in relation to the Easements; or (iii) any default by the Indemnifying Party of any obligation on the Indemnifying Party's part to be performed under the terms of this Agreement. In case any action or proceeding is brought against either Party by reason of any such Indemnified Claims, the Indemnifying Party, upon notice from the other Party, shall defend the same at the Indemnifying Party's expense by counsel approved in writing by the other Party, which approval shall not be unreasonably withheld or delayed. The Parties' obligations with respect to indemnification hereunder shall survive any termination of this Agreement as to claims arising or accruing prior thereto, and shall include all costs of legal counsel and investigation, together with other costs, expenses and liabilities incurred in connection with any and all claims of damage.

b-c. To the extent permitted by law, City shall indemnify, defend, and hold harmless Aera and its officers, directors, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way related to the public's use of the City Property Easement for recreational access, including injuries or damages occurring on property adjacent to the City Property Easement where the presence of the injured party was facilitated by such public access. The Parties acknowledge and agree that this indemnification provision is intended to effectuate and support public recreational access and therefore does not constitute a gift of public funds.

4. **General Provisions.**

a. Covenant Running with the Land. The reciprocal easements granted by this Agreement and the respective ~~the~~ rights, duties, and obligations of the Parties as set forth herein shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns, and shall be construed as covenants and restrictions which shall run with the land under and pursuant to California Civil Code Section 1468. The herein described Easements shall be appurtenant to the City Property and the VLT Property, respectively, and shall be transferred with the land. Each of the Properties shall hereafter be held, encumbered, transferred, used, and conveyed pursuant to the provisions of this Agreement, and all of the covenants, conditions and restrictions set forth herein shall be binding upon and inure to the benefit of the Parties' successors and all individuals or entities having or acquiring any right, title, or interest in either of the Properties.

a.b. Third-Party Beneficiary. The Parties expressly agree that Aera Energy LLC is an intended third-party beneficiary of Sections 1(e) and 3(c) of this Agreement, and shall have the independent right to enforce such provisions directly against either Party and their respective successors and assigns.

b.c. Entire Agreement and Amendment. This Agreement, together with the exhibits referred to herein which are incorporated by reference and made a part of this Agreement, contains all of the agreements of the Parties with respect to the matters contained herein, and no other prior agreement or understanding pertaining to any such matter shall be effective for any purpose (whether written or oral). No provision of this Agreement may be amended or modified except by an agreement in writing signed by the Parties hereto, or their respective successors-in-interest, and by no other means. Each Party waives its right to claim, contest or assert that this Agreement was modified, cancelled, superseded, or changed by oral agreement, course of conduct, waiver or estoppel.

c.d. Legal Fees. In the event of any controversy, claim or dispute relating to this instrument, or the breach thereof, the prevailing party in any proceeding to resolve such action or dispute shall be entitled to have and recover from the other party or parties all costs and expenses, including but limited to reasonable attorneys' fees, incurred in such proceedings and in the collection of any judgment rendered as a result of such proceedings.

d.e. Applicable Law; Venue. The provisions of this instrument shall be governed and construed in accordance with the laws of the State of California. The venue for any action or proceeding arising out of or relating to this Agreement shall be the County of Ventura, State of California.

e.f. Captions, Heading and Abbreviations. The captions and headings of this Agreement are for convenience only and have no force or effect in the interpretation or construction of this Agreement. Wording indicated in parenthesis signify an abbreviation for the previous set of words or terms, so that when the abbreviations is used within the Agreement, it shall have the same meaning as a full statement of the words or terms.

f.g. Signatures. The individuals executing this Agreement represent and warrant (i) that this Agreement has been duly authorized, executed, and delivered, and constitutes a legal, valid, and binding conveyance in accordance with its terms; and (ii) that they have the

right, power, legal capacity, and authority to enter into and to execute this Agreement and that no other consents, orders, or approvals are required in connection therewith.

g.h. **Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, then to the extent that the invalidity or unenforceability does not impair the application of this Agreement as intended by the Parties, the remaining provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect.

h.i. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

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

**CITY:**

CITY OF SAN BUENAVENTURA, a charter city and municipal corporation of the State of California

By: \_\_\_\_\_  
Bill Ayub

**VLT:**

VENTURA LAND TRUST, a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Melissa Baffa, Executive Director

**ATTEST:**

By: \_\_\_\_\_  
Michael B. MacDonald, CMC  
City Clerk

APPROVED AS TO FORM:  
Javan N. Rad, City Attorney

By: \_\_\_\_\_  
Monica I. De Le Hoya  
Assistance City Attorney

**Attachments (incorporated by reference):**  
Exhibit A - Legal Description of VLT Property  
Exhibit B - Legal Description of City Property  
Exhibit C - Depiction of Access Road

**EXHIBIT A**

**[Legal Description of VLT Property]**

CITY LAND

Real property in an unincorporated area of the County of Ventura, State of California, described as follows:

PARCEL 2 OF THE "LOT LINE ADJUSTMENT CASE NO. ALD-979" "RECORDED NOVEMBER 29, 2007 AS INSTRUMENT NO. 20071129-00218430-0, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

THAT PORTION OF SUBDIVISION "R", AS THE SAME IS DESIGNATED AND DELINEATED UPON THAT CERTAIN MAP ENTITLED: "MAP OF THE RANCHO EX-MISSON OF SAN BUENAVENTURA, TRACT NO. I, SUBDIVIDED AFTER THE SURVEY MADE BY ED. T. HARE, COUNTY SURVEYOR, VENTURA COUNTY, CALIFORNIA," AND RECORDED IN THE OFFICE TO THE COUNTY RECORDER OF SAID VENTURA COUNTY, IN BOOK 2 OF MISCELLANEOUS RECORDS (MAPS), AT PAGE 103, BEING ALL OF THAT CERTAIN LAND DESCRIBED AS PARCEL ·II IN THE DEED TO ASSOCIATED OIL COMPANY BY MARIANO ERBURU; ETUX. DATED MARCH 30, 1928 AND RECORDED IN BOOK 194, PAGE 442 OF OFFICIAL RECORDS OF VENTURA COUNTY, LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE RECITED AS NORTH 89°54' 00" EAST 4,857.05 FEET", IN THE DEED TO ASSOCIATED OIL COMPANY, RECORDED MARCH 30, 1928 IN BOOK 194, PAGE 442 OF OFFICIAL RECORDS; THENCE ALONG ITS EASTERLY PROLONGATION, THENCE,

1ST NORTH 89° 54' 00" EAST A DISTANCE OF 3787.74 FEET; THENCE,

2ND SOUTH 00° 07' 20" WEST A DISTANCE OF 362.34 FEET; THENCE,

3RD SOUTH 06° 22' 20" WEST A DISTANCE OF 620.40 FEET; THENCE,

4TH SOUTH 14° 07' 40" EAST A DISTANCE OF 425.70 FEET; THENCE,

5TH SOUTH 34° 30' 51" EAST A DISTANCE OF 297.72 FEET TO THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE RECITED AS SOUTH 60° 09 '30" EAST 66.00 FEET, IN DEED TO ASSOCIATED OIL COMPANY, RECORDED MARCH 30, 1928 IN BOOK 194, PAGES 442 OF OFFICIAL RECORDS; THENCE SOUTHERLY, SOUTHWESTERLY, NORTHWESTERLY, SOUTHEASTERLY AND NORTHEASTERLY ALONG THE EASTERLY AND SOUTHERLY LINES OF THAT LAND DEEDED TO ASSOCIATED OIL COMPANY BY MARIANO ERBURU, ET UX. DATED MARCH 30, 1928 AND RECORDED IN BOOK I 94, PAGE 442 OF OFFICIAL RECORDS OF SAID COUNTY TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AREAS 1, 2 AND 3 DESCRIBED AS FOLLOWS:

AREA 1

THAT PORTION OF SUBDIVISION R, IN THE RANCHO EX-MISSION OF SAN BUENA VENTURA, TRACT NO. I, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF IN THE OFFICE OF COUNTY RECORDER OF SAJD VENTURA COUNTY, RECORDED JN BOOK 2; PAGE 103 OF MISCELLANEOUS RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY POINT OF THAT COURSE SHOWN AS L22” ON THAT PORTION OF LAND SHOWN AS REMAINDER PARCEL” ON THAT CERTAIN PARCEL MAP NO. □D-749 FILED IN BOOK 56, PAGES 22 TO 24 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY, SAID COURSE HAVING A BEARING OF NORTH 14° 39’ 36” WEST AND A LENGTH OF 184.32 FEET, SAID POINT ALSO BEING THE MOST NORTHERLY POINT ON THE 38TH COURSE OF PARCEL C OF PARCEL MAP WAIVER NO. 814 (LOT LINE ADJUSTMENTS) PER DOCUMENT RECORDED FEBRUARY 12, 1998 AS INST. NO. 98--019858, SAID COURSE HAVING A BEARING OF NORTH 14° 39’ 30” WEST AND A LENGTH OF 184.14 FEET; THENCE ALONG SAID COURSE L22 SOUTH 14° 39’ 36 EAST, 184.32 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG COURSE L21 OF SAID PARCEL

1ST SOUTH 40° 20’ 25” WEST, 104.09 FEET; THENCE LEAVING SAID COURSE L21

2ND NORTH 29° 50’ 13” EAST, 107.78 FEET; THENCE

3RD NORTH 10° 17’ 09” EAST, 23.06 FEET TO A POINT ON SAID COURSE L22; THENCE ALONG SAID COURSE L22

4TH SOUTH 14° 39’ 36” EAST, 38.08 FEET TO THE TRUE POINT OF BEGINNING. SAID AREA 1 CONTAINS 1,208 SQUARE FEET.

AREA 2

THAT PORTION OF SUBDIVISION “R”, IN THE RANCHO EX-MISSION OF SAN BUENAVENTURA, TRACT NO. I, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF IN THE OFFICE OF COUNTY RECORDER OF SAID VENTURA COUNTY, RECORDED IN BOOK 2, PAGE 103 OF MISCELLANEOUS RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY POINT OF THAT COURSE SHOWN AS “L22” ON THAT PORTION OF LAND SHOWN AS “REMAINDER PARCEL” ON THAT CERTAIN PARCEL MAP NO. LD-749 FILED IN BOOK 56, PAGES 22 TO 24 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY, SAID COURSE HAVING A BEARING OF NORTH 14° 39’ 36” WEST AND A LENGTH OF 184.32 FEET, SAID POINT ALSO BEING THE MOST NORTHERLY POINT ON THE 38TH COURSE OF PARCEL C OF PARCEL MAP WAIVER NO. 814 (LOT LINE ADJUSTMENTS) PER DOCUMENT RECORDED FEBRUARY 12, 1998 AS INST. NO; 98-019858, SAID COURSE HAVING A

BEARING OF NORTH 14° 39' 30" WEST AND A LENGTH OF 184.14 FEET; THENCE ALONG SAID COURSE L22

1ST SOUTH 14° 39' 36" EAST, 114.23 FEET; THENCE LEAVING SAID COURSE L22

2ND NORTH 21° 47' 17" WEST, 95.80 FEET; THENCE

3RD NORTH 17° 08' 22" EAST, 22.56 FEET TO THE POINT OF BEGINNING.

SAID AREA 2 CONTAINS 679 SQUARE FEET.

### AREA 3

THAT PORTION OF SUBDIVISION "R", IN THE RANCHO EX-MISSION OF SAN BUENAVENTURA, TRACT NO. 1, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF IN THE OFFICE OF COUNTY RECORDER OF SAID VENTURA COUNTY, RECORDED IN BOOK 2, PAGE 103 OF MISCELLANEOUS RECORDS, MORE PARTICULARLY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY POINT OF THAT COURSE SHOWN AS "L22" ON THAT PORTION OF LAND SHOWN AS "REMAINDER PARCEL" ON THAT CERTAIN PARCEL MAP NO. LD-749 FILED IN BOOK 56, PAGES 22 TO 24 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY, SAID COURSE HAVING A BEARING OF NORTH 14° 39' 36" WEST AND A LENGTH OF 184.32 FEET; SAID POINT ALSO BEING THE MOST NORTHERLY POINT ON THE 38TH COURSE OF PARCEL C OF PARCEL MAP WAIVER NO. 814 (LOT LINE ADJUSTMENTS) PER DOCUMENT RECORDED FEBRUARY 12, 1998 AS INST. NO. 98-019858, SAID COURSE HAVING A BEARING OF NORTH 14° 39' 30" WEST AND A LENGTH OF 184.14 FEET; THENCE LEAVING SAID COURSE L22

1ST NORTH 37° 56' 52" EAST, 26.19 FEET; THENCE

2ND NORTH 79° 32' 06" EAST, 29.83 FEET; THENCE

3RD SOUTH 79° 34' 01" EAST, 52.25 FEET; THENCE

4TH SOUTH 86° 05' 46" EAST, 123.56 FEET; THENCE

5TH NORTH 80° 21' 48" EAST; 84.90 FEET TO A POINT ON THAT COURSE SHOWN AS L25 ON SAID PARCEL MAP; THENCE ALONG SAID COURSE L25, L24 & L23

6TH SOUTH 29° 05' 25" WEST, 42.10 FEET; THENCE

7TH SOUTH 70° 35' 25" WEST, 160.23 FEET; THENCE

8TH NORTH 62° 54' 35" WEST, 148.50 FEET TO THE POINT OF BEGINNING.

SAID AREA 3 CONTAINS 15,344 SQUARE FEET.

ALSO EXCEPTING THEREFROM:

THOSE CERTAIN PORTIONS OF THE LAND DESCRIBED IN THE DEEDS TO THE CITY OF SAN BUENAVENTURA, RECORDED APRIL 5, 1948 IN BOOK 823, PAGE 391 AND RECORDED MAY 31, 1949 IN BOOK 874, PAGE 365, BOTH OF OFFICIAL RECORDS OF VENTURA COUNTY.

ALSO EXCEPT FROM SAID LAND ALL RIGHTS TO OIL AND GAS AND OTHER HYDROCARBON SUBSTANCES OR OTHER MINERALS BELOW A DEPTH OF FIVE HUNDRED FIFTY FEET (550'), TOGETHER WITH THE RIGHT TO DRILL THROUGH THE SUBSURFACE THEREOF BELOW SAID DEPTH OF FIVE HUNDRED FIFTY FEET (550'), EITHER WITHIN SAID LAND OR TO ANY OTHER LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY.

ALSO EXCEPTING THEREFROM:

ALL PROPERTY, RIGHTS AND REVERSIONS TRANSFERRED AND ASSIGNED BY VENTURA LAND AND WATER COMPANY TO LLOYD CORPORATION, LTD., A CALIFORNIA CORPORATION, AND TO SOUTH BASIN OIL COMPANY, A CALIFORNIA CORPORATION, IN AND BY THAT CERTAIN "CONTRACT CONCERNING PARTICIPATION IN OIL AND GAS PROCEEDS", DATED JUNE 9, 1938, EXECUTED BY SAID VENTURA LAND AND WATER COMPANY, LLOYD CORPORATION, LTD. AND SOUTH BASIN OIL COMPANY, AND RECORDED JUNE 16, 1938 IN BOOK 564, PAGE 161 OF OFFICIAL RECORDS OF SAID VENTURA COUNTY.

For conveyancing purposes only: APN:074-0-0 10-115

COUNTY LAND

Real property in an unincorporated area, County of Ventura, State of California, described as follows:

THAT PORTION OF SUBDIVISION "R" OF THE RANCHO EX-MISSION OF SAN BUENAVENTURA, TRACT NO. 1, PARTLY WITHIN THE CITY OF SAN BUENAVENTURA, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGE 103 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SHOWN AND DESCRIBED AS PARCEL B IN PARCEL MAP WAIVER NO. 814 (LOT LINE ADJUSTMENT) RECORDED FEBRUARY 12, 1998 AS DOCUMENT NO. 98-019858, OFFICIAL RECORDS, VENTURA COUNTY, CALIFORNIA.

EXCEPT ALL PROPERTY, RIGHTS AND REVERSIONS TRANSFERRED AND ASSIGNED BY VENTURA LAND AND WATER COMPANY TO LLOYD CORPORATION, LTD., A CALIFORNIA CORPORATION, AND TO SOUTH BASIN OIL COMPANY, A CALIFORNIA CORPORATION, IN AND BY THAT CERTAIN "CONTRACT CONCERNING PARTICIPATION IN OIL AND GAS PROCEEDS", DATED JUNE 9, 1938, EXECUTED BY SAID VENTURA LAND AND WATER COMPANY, LLOYD CORPORATION, LTD. AND SOUTH BASIN OIL COMPANY, AND RECORDED JUNE 16, 1938 IN BOOK 564, PAGE 161 OF OFFICIAL RECORDS OF SAID VENTURA COUNTY.

ALSO EXCEPT ALL RIGHTS TO OIL AND GAS AND OTHER HYDROCARBON SUBSTANCES OR OTHER MINERALS BELOW A DEPTH OF FIVE HUNDRED FIFTY FEET (550'), TOGETHER WITH THE RIGHT TO DRILL THROUGH THE SUBSURFACE THEREOF BELOW SAID DEPTH OF FIVE HUNDRED FIFTY FEET (550'), EITHER WITHIN SAID LAND OR TO ANY OTHER LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY.

For conveyancing purposes only: APN: 064-0-150-155 (affects portion of said land) and 064-0-160-235 (affects portion of said land)

**EXHIBIT B**

**[Legal Description of City Property]**

A portion of Land in the City of San Buenaventura, County of Ventura, State of California, described as follows,

All of that Parcel A as granted in that City Clerk Deed File# 588 recorded in the Book 857 of Official Records, page 568 on 09 February, 1949 in the County Recorder's office of said county.

Containing 5.05 acres, more or less.

**EXHIBIT C**

**[Depiction of Location of Access Road]**



# EXHIBIT 2

**From:** Fonzo AL (Amy) at Aera

**Sent:** Tuesday, September 30, 2025 2:58 PM

**To:** Bill Ayub <[bayub@cityofventura.ca.gov](mailto:bayub@cityofventura.ca.gov)>; Charles W. Ebeling <[cebeling@cityofventura.ca.gov](mailto:cebeling@cityofventura.ca.gov)>;  
Matthew Maechler <[mmaechler@cityofventura.ca.gov](mailto:mmaechler@cityofventura.ca.gov)>

**Cc:** Larner EN (Erin) at Aera <[ENLarner@aeraenergy.com](mailto:ENLarner@aeraenergy.com)>

**Subject:** Hall Canyon Rd. Easement

**Importance:** High

Good afternoon, all,

As discussed in my September 12<sup>th</sup> email to you, we have obtained the title report for the City lands subject to our Hall Canyon Road easement. This easement is identified in the attached report as Exception 12. We would very much appreciate the City reviewing this with its real estate counsel as soon as possible.

While the City is reviewing the report, we would also like to move forward with the City's tour of Hall Canyon Road. Erin Larner and I would like to work with you to schedule tours for the week of October 6<sup>th</sup>. If multiple council members are interesting in touring Hall Canyon Road, we could schedule tours over a two-day period.

We'd also like to get that sit-down meeting with the City on calendar as well. Can we look at doing that meeting the week of October 6<sup>th</sup>? It may be easiest to do a remote Zoom or Teams meeting, and we are happy to host that.

*Amy Fonzo*

External Relations Manager

Office – 805.648.8280

Mobile – 805.509.5458

3051 N. Ventura Ave., Ventura, CA 93001



**From:** Bill Ayub <[bayub@cityofventura.ca.gov](mailto:bayub@cityofventura.ca.gov)>  
**Sent:** Tuesday, September 30, 2025 5:20 PM  
**To:** Fonzo AL (Amy) at Aera <[ALFonzo@aeraenergy.com](mailto:ALFonzo@aeraenergy.com)>  
**Cc:** Larner EN (Erin) at Aera <[ENLarner@aeraenergy.com](mailto:ENLarner@aeraenergy.com)>  
**Subject:** [External] RE: -EXT- Hall Canyon Rd. Easement

**CAUTION:** This email originated from outside of Aera Energy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Amy ~

Thank you for sharing the title report. Our team is happy to take a look.

With respect to the tour and meeting idea – the week of October 6<sup>th</sup> is exceptionally difficult, as we have a meeting of the Council on Oct. 7<sup>th</sup> and the League of California Cities annual conference Oct. 8<sup>th</sup>-10<sup>th</sup>. Because of this, Monday (10/6) and Tuesday (10/7) already hold a full schedule. The mornings of Monday (10/13) and Tuesday (10/14) are a possibility.

I recommend you reach out directly to the Councilmembers to coordinate with their busy schedules. I can provide you with their direct email addresses if you would find that helpful.

Best,

Bill



**Bill Ayub**  
**City Manager**  
**City Manager's Office**

Phone: [805-654-7740](tel:805-654-7740)  
[billayub@cityofventura.ca.gov](mailto:billayub@cityofventura.ca.gov)  
501 Poli Street, Room 201, Ventura, CA 93001  
[www.cityofventura.ca.gov](http://www.cityofventura.ca.gov)  
[Facebook](#) | [Instagram](#) | [X](#) | [Nextdoor](#) | [YouTube](#)

**From:** Fonzo AL (Amy) at Aera <[ALFonzo@aeraenergy.com](mailto:ALFonzo@aeraenergy.com)>  
**Sent:** Tuesday, September 30, 2025 2:58 PM  
**To:** Bill Ayub <[billayub@cityofventura.ca.gov](mailto:billayub@cityofventura.ca.gov)>; Charles W. Ebeling <[cebeling@cityofventura.ca.gov](mailto:cebeling@cityofventura.ca.gov)>;  
Matthew Maechler <[mmaechler@cityofventura.ca.gov](mailto:mmaechler@cityofventura.ca.gov)>  
**Cc:** Larner EN (Erin) at Aera <[ENLarner@aeraenergy.com](mailto:ENLarner@aeraenergy.com)>  
**Subject:** -EXT- Hall Canyon Rd. Easement  
**Importance:** High

Good afternoon, all,

As discussed in my September 12<sup>th</sup> email to you, we have obtained the title report for the City lands subject to our Hall Canyon Road easement. This easement is identified in the attached report as Exception 12. We would very much appreciate the City reviewing this with its real estate counsel as soon as possible.

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We'd also like to get that sit-down meeting with the City on calendar as well. Can we look at doing that meeting the week of October 6<sup>th</sup>? It may be easiest to do a remote Zoom or Teams meeting, and we are happy to host that.

*Amy Fonzo*

External Relations Manager

Office – 805.648.8280

Mobile – 805.509.5458

3051 N. Ventura Ave., Ventura, CA 93001



**CAUTION: This email originated from outside the City of Ventura. Exercise caution when opening attachments or clicking links, especially from unknown senders.**

**>> Please verify all links and attachments before opening them! <<**

# EXHIBIT 3

**Amended 09/25/2025 (added 3420-328)**



**First American Title Insurance Company  
National Commercial Services  
333 W. Santa Clara Street, Ste. 220  
San Jose, CA 95113-1714**

Renee Guzman-Simon  
Manatt, Phelps & Phillips, LLP  
695 Town Center Drive, 14th Floor  
Costa Mesa, CA 92626  
Phone: (310)231-5017  
Fax: (714)371-2550

Title Officer: April Lam  
Phone: (408)451-7869  
Email: alam@firstam.com

Property: APN: 074-0-010-060, APN: 074-0-010-055, San Buenaventura, CA

**PRELIMINARY REPORT**

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of September 08, 2025 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

Prelim

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

City of San Buenaventura, a municipal corporation

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee as to Parcel 1 and Parcel A of Parcel 2, Easement as to Parcel B of Parcel 2

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2025-2026, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2024-2025 are exempt. If the exempt status is terminated an additional tax may be levied. A.P. No.: 074-0-010-055 and 074-0-010-060.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. Rights of the public in and to that portion of the Land lying within any public road, street or highway.
5. The effect of a map purporting to show the land and other property, filed in [Book 7, Page 21](#) of Record of Surveys.
6. The effect of a map purporting to show the land and other property, filed in [Book 14, Page 43](#) of Record of Surveys.
7. The terms and provisions contained in the document entitled "Agreement" recorded November 2, 1940 as [Book 627, Page 228](#) of Official Records.

The terms and provisions contained in the document entitled "Agreement Amending Right of Way and Deeds" recorded July 7, 1948 as [Book 832, Page 360](#) of Official Records.

The terms and provisions contained in the document entitled "Agreement Amending Right of Way and Deeds" recorded as [Book 845, Page 552](#) of Official Records.

The terms and provisions contained in the document entitled "Agreement Amending Right of Way and Deeds" recorded March 23, 1950 as [Book 922, Page 521](#) of Official Records.

The terms and provisions contained in the document entitled "Agreement Amending Right of Way and Deeds" recorded December 6, 1951 as [Book 1037, Page 118](#) of Official Records.

The terms and provisions contained in the document entitled "Agreement Amending Right of Way and Deeds" recorded December 6, 1951 as [Book 1037, Page 122](#) of Official Records.

8. The terms and provisions contained in the document entitled "Agreement" recorded May 22, 1942 as [Book 657, Page 317](#) of Official Records.
9. Easements, claims of easement or encumbrances which are not shown by the public records.
10. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.
11. Rights of parties in possession.
12. The terms, provisions and easement(s) contained in the document entitled "Partial Quitclaim" recorded December 27, 1968 as [Book 3420, Page 328](#) of Official Records.

The location of the easement cannot be determined from record information.

**INFORMATIONAL NOTES**

**ALERT - CA Senate Bill 2 imposes an additional fee of \$75 up to \$225 at the time of recording on certain transactions effective January 1, 2018. Please contact your First American Title representative for more information on how this may affect your closing.**

1. The property covered by this report is vacant land.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:  
  
None
3. If this preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only, it is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.
4. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:
  - A. WITH RESPECT TO A CORPORATION:
    1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
    2. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
    3. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
    4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
  - B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
    1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
    2. A full copy of the partnership agreement and any amendments;
    3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
    4. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
    5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
  - C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
    1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
    2. A full copy of the partnership agreement and any amendment;
    3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
    4. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.

5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- D. WITH RESPECT TO A GENERAL PARTNERSHIP:
1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-I), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
  2. A full copy of the partnership agreement and any amendments;
  3. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.
- E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
1. A copy of its operating agreement and any amendments thereto;
  2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
  3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
  4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
    - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
    - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
  5. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
  6. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- F. WITH RESPECT TO A TRUST:
1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
  2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
  3. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.
- G. WITH RESPECT TO INDIVIDUALS:
1. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

## LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Ventura, State of California, described as follows:

PARCEL 1: (APN: 074-0-010-055)

THAT PORTION OF SUBDIVISION "R" OF THE RANCHO EX-MISSION AS THE SAID SUBDIVISION "R" IS DESIGNATED AND DELINEATED UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE RANCHO EX-MISSION OF SAN BUENAVENTURA, TRACT NO. 1, SUBDIVIDED AFTER THE SURVEY MADE BY ED T. HARE, COUNTY SURVEYOR, VENTURA COUNTY, CALIFORNIA", AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE SAID VENTURA COUNTY IN [BOOK 2 OF MISCELLANEOUS RECORDS AT PAGE 103](#) AND PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON COURSE 33 OF THAT CERTAIN MAP ENTITLED, "VENTURA LAND AND WATER COMPANY MAP OF MARIANO RANCHO", AND RECORDED IN OFFICE OF THE COUNTY RECORDER OF THE SAID VENTURA COUNTY IN [BOOK 7 OF RECORDS OF SURVEYS AT PAGE 21](#), WHICH BEARS NORTH 78° 27' 45" WEST 130.00 FEET FROM A 1 ½ INCH STEEL AXLE SET AT THE EASTERLY END OF THE SAID COURSE 33; THENCE FROM THE SAID POINT OF BEGINNING ALONG THE SAID COURSE 33:

1ST: NORTH 78° 27' 45" WEST, 215.00 FEET TO A POINT, THENCE,  
2ND: NORTH 11° 32' 15" EAST 145.00 FEET TO A POINT; THENCE,  
3RD: SOUTH 78° 27' 45" EAST 215.00 FEET TO A POINT; THENCE,  
4TH: SOUTH 11° 32' 15" WEST 145.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL RIGHT, TITLE AND INTEREST IN AND TO THE MINERALS UNDERLYING SAID PROPERTY INCLUDING OIL, GAS AND OTHER HYDROCARBON SUBSTANCE, BUT WITHOUT THE RIGHT TO OCCUPY OR USE THE SURFACES OF SAID PROPERTY IN CONNECTION THEREWITH, AS RESERVED IN QUITCLAIM DEED RECORDED MAY 31, 1949 AS INSTRUMENT NO. 9084 IN [BOOK 874, PAGE 365](#), OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LYING UNDER OR BENEATH SAID LANDS, TOGETHER WITH THE RIGHT TO TAKE, REMOVE AND EXTRACT THE SAME, BUT WITHOUT THE RIGHT TO OCCUPY OR USE THE SURFACE OF SAID LAND FOR THAT PURPOSE, AS RESERVED IN QUITCLAIM DEED RECORDED MAY 31, 1949 AS INSTRUMENT NO. 9085 IN [BOOK 874, PAGE 368](#), OF OFFICIAL RECORDS.

PARCEL 2: (APN: 074-0-010-060)

THAT PORTION OF SUBDIVISION "R" OF THE RANCHO EX-MISSION AS THE SAID SUBDIVISION "R" IS DESIGNATED AND DELINEATED UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE RANCHO EX-MISSION OF SAN BUENAVENTURA, TRACT NO. 1, SUBDIVIDED AFTER THE SURVEY MADE BY ED T. HARE, COUNTY SURVEYOR, VENTURA COUNTY, CALIFORNIA", AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE SAID VENTURA COUNTY IN [BOOK 2 OF MISCELLANEOUS RECORDS AT PAGE 103](#) AND PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON COURSE 33 OF THAT CERTAIN MAP ENTITLED, "VENTURA LAND AND WATER COMPANY MAP OF MARIANO RANCHO", AND RECORDED IN OFFICE OF THE COUNTY RECORDER OF THE SAID VENTURA COUNTY IN [BOOK 7 OF RECORDS OF SURVEYS AT PAGE 21](#), WHICH BEARS NORTH 78° 27' 45" WEST 130.00 FEET FROM A 1 ½ INCH STEEL AXLE SET AT THE EASTERLY END OF THE SAID COURSE 33; THENCE FROM THE SAID POINT OF BEGINNING ALONG THE SAID COURSE 33:

PARCEL A:

BEGINNING AT A 1 ½ INCH STEEL AXLE SET AT THE NORTHERLY TERMINUS OF COURSE 34 OF THAT CERTAIN MAP ENTITLED "VENTURA LAND AND WATER COMPANY MAP OF MARIANO RANCHO" (HEREAFTER REFERRED TO AS "MAP7RS21), AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY IN [BOOK 7, PAGE 21](#), OF RECORD OF SURVEYS; THENCE ALONG COURSES 34, 35, 36, 37, 38 AND 39 OF SAID MAP 7RS21 FROM SAID POINT OF BEGINNING:

1ST: SOUTH 0° 28' 30" EAST 218.01 FEET ALONG SAID COURSE 34 TO A 2 INCH BRASS CAPPED MONUMENT; THENCE,  
2ND: SOUTH 57° 31' 30" EAST 165.20 FEET ALONG COURSE 35 TO A 1 ½ INCH STEEL AXLE; THENCE,  
3RD: SOUTH 0° 00' 30" WEST 88.44 FEET ALONG COURSE 36 TO A POINT; THENCE,  
4TH: SOUTH 69° 28' WEST 173.58 FEET ALONG COURSE 37 TO A 2 INCH BRASS CAPPED MONUMENT SET AT THE NORTHERLY TERMINUS OF COURSE 38; THENCE ALONG COURSE 38; THENCE,  
5TH: SOUTH 42° 28' WEST 264.01 FEET TO A 2 INCH BRASS CAPPED MONUMENT SET AT THE EASTERLY TERMINUS OF COURSE 39; THENCE ALONG COURSE 39,  
6TH: SOUTH 83° 28' 30" WEST 154.79 FEET TO A POINT; THENCE,  
7TH: NORTH 5° 33' 45" EAST 729.52 FEET TO A POINT ON COURSE 33 OF SAID MAP 7RS21; THENCE ALONG THE SAID COURSE 33,  
8TH: SOUTH 78° 27' 45" EAST 288.52 FEET TO A POINT OF BEGINNING.

PARCEL B:

AN EASEMENT 20 FEET WIDE FOR ROADWAY WITHIN THE LIMITS OF THE EASEMENT GRANTED TO ASSOCIATED OIL COMPANY, BY DEED RECORDED IN [BOOK 197, PAGE 431](#), OF OFFICIAL RECORDS OF VENTURA COUNTY, ON OVER AND ACROSS THAT CERTAIN PARCEL OF LAND, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON COURSE 42 OF THAT CERTAIN MAP ENTITLED "VENTURA LAND AND WATER COMPANY MAP OF MARIANO RANCHO" (HEREAFTER REFERRED TO AS "MAP7RS21), AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY IN [BOOK 7, PAGE 21](#), OF RECORD OF SURVEYS, WHICH BEARS NORTH 73° 50' 45" EAST 29.70 FEET ALONG THE SAID COURSE 42 FROM A 2 INCH BRASS CAPPED MONUMENT SET AT THE SOUTHWESTERLY END OF THE SAID COURSE 42; THENCE FROM THE SAID POINT OF BEGINNING:

1st: NORTH 73° 50' 45" EAST 85.80 FEET TO A POINT; THENCE,  
2ND: SOUTH 80° 55' 15" EAST 177.20 FEET TO A POINT; THENCE,  
3RD: NORTH 59° 29' 30" EAST 165.23 FEET TO A POINT; THENCE,  
4TH: SOUTH 83° 28' 30" WEST 322.05 FEET TO A POINT; THENCE,  
5TH: SOUTH 64° 14' 45" WEST 87.34 FEET TO A POINT; THENCE,  
6TH: SOUTH 12° 05' 45" WEST 5.36 FEET TO THE POINT OF BEGINNING.

**NOTICE**

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

## Privacy Policy

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - (a) building;
  - (b) zoning;
  - (c) land use;
  - (d) improvements on the Land;
  - (e) land division; and
  - (f) environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - (c) that result in no loss to You; or
  - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - (b) in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<b>Your Deductible Amount</b>	<b><u>Our Maximum Dollar Limit of Liability</u></b>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - (a) and use
  - (b) improvements on the land
  - (c) and division
  - (d) environmental protectionThis exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:

- (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
- (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**2006 ALTA LOAN POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
- i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement erected on the Land;
  - iii. the subdivision of land; or
  - iv. environmental protection;
- or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
- a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
- a. a fraudulent conveyance or fraudulent transfer, or
  - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an

accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**2006 ALTA OWNER'S POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement erected on the Land;
  - iii. the subdivision of land; or
  - iv. environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - a. a fraudulent conveyance or fraudulent transfer; or
  - b. a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement erected on the Land;
  - iii. the subdivision of land; or
  - iv. environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - a. a fraudulent conveyance or fraudulent transfer, or
  - b. a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

**2021 ALTA LOAN POLICY (7-1-21)  
EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.  
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered

- Risk 11, 13, or 14); or
- e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
  5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
  6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
    - a. fraudulent conveyance or fraudulent transfer;
    - b. voidable transfer under the Uniform Voidable Transactions Act; or
    - c. preferential transfer:
      - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
      - ii. for any other reason not stated in Covered Risk 13.b.
  7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
  8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
  9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

#### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, geothermal resources, uranium, clay, rock, sand and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

#### **2021 ALTA OWNER'S POLICY (7-1-21) EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1.
  - a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
    - i. the occupancy, use, or enjoyment of the Land;
    - ii. the character, dimensions, or location of any improvement on the Land;
    - iii. the subdivision of land; or
    - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, regulatory, or national security power.
  - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

#### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, geothermal resources, uranium, clay, rock, sand and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

# EXHIBIT 4

AFTER RECORDING RETURN TO:

E. E. Tucker  
Getty Oil Company  
P. O. Box 54050  
Los Angeles, California 90054

69056 BOOK 3420 PAGE 328

RECORDED AT REQUEST OF  
TITLE INS & TR CO - - 1  
AT 8:01 A.M.  
OFFICIAL RECORDS VENTURA COUNTY

INDEXED

DEC 27 1968 1

PARTIAL QUITCLAIM

*Robert L. Hansen* RECORDER

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KNOW ALL MEN BY THESE PRESENTS:

FEE \$15.60-18

GETTY OIL COMPANY, a Delaware corporation, Grantor herein being vested with interests in property which are derived from or affected by, and described in the following instruments:

1. DEED dated February 6, 1931, executed by Associated Oil Company to Ventura Land and Water Company, recorded in Book 341, Page 30, Official Records of Ventura County, California;

wherein and whereby Grantor conveyed to Grantee therein certain real property (hereinafter referred to as "said land"), subject to rights, easements and servitudes, as described, saved, reserved and excepted in and by said Deed; and

2. MODIFICATION OF LEASE dated January 1, 1938, executed by and between Ventura Land and Water Company, as Lessor and Lloyd Corporation, Ltd., and South Basin Oil Company as Lessees; together with

- 2a. AGREEMENT AND ASSIGNMENT OF MODIFICATION OF LEASE dated January 1, 1938, executed by and between Lloyd Corporation, Ltd., South Basin Oil Company, Tide Water Associated Oil Company and Ventura Land and Water Company, which Modification of Lease and Agreement and Assignment thereof were recorded as a single integrated document in Book 568, Page 285, Official Records of Ventura County, California (together with all amendments thereof to date);

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wherein and whereby the oil and gas leasehold working interest in a portion of said land was demised and assigned to the Grantor herein; and

3. MODIFICATION OF LEASE dated January 1, 1938, executed by and between Ventura Land and Water Company and Tide Water Associated Oil Company, recorded in Book 573, Page 578, Official Records of Ventura County, California (together with all amendments thereof to date);

wherein and whereby the oil and gas leasehold working interest in a portion of said land was demised to Grantor herein.

DOES HEREBY REMISE, RELEASE, TRANSFER, QUITCLAIM AND SURRENDER unto the OWNERS OF RECORD of said land as their interests may appear all its right, title and interest in and to that portion of said land, including all oil, gas and other hydrocarbon substances which may be found or situated therein, lying southerly of a line on said premises located and described as follows:

A part of Subdivision "R" as the same is shown on that certain Map entitled "Map of the Ex-Mission San Buena Ventura Tract No. 1", recorded in Book 2 at Page 103, Miscellaneous Records of Ventura County and more specifically delineated by Record of Survey entitled "Map of Mariano Rancho" recorded in Book 7, at Page 21, Records of Surveys Ventura County, more particularly described as follows:

Commencing at a point in the North line of said Subdivision "R" designated CL-11 thence along courses 1-5 inclusive of said record of survey; S 16°39'00" W 940.56 feet; S 50°26'00" E 1494.34 feet; S 36°20'10" W 231.04 feet; S 2°55'50" E 185.52 feet; S 1°10'50" E 236.25 feet; thence along course 6 of said survey S 32°45'10" E 450 feet; to the true point of beginning; thence N 85°28'16" E 6642.93 feet to a point in the common boundary between the Lloyd and Ventura Land and

1 Water Company parcels as shown on said  
 2 record of survey; which point in said  
 3 common boundary lies S 17°34'10" W  
 4 3130.00 feet from the Northeast corner  
 5 of said Lloyd parcel; thence N 79°05'20"  
 6 E 9605.94 feet to a point in Course No.  
 7 103 of said Record of Survey which is  
 8 275.86 feet northeasterly from the  
 9 beginning of said course, said point  
 10 also being in the easterly boundary of  
 11 lands demised by Modification of Lease  
 12 numbered 3 above.

13 (Hereinafter referred to as "said remised land");

14 SAVING, EXCEPTING AND RESERVING unto the Grantor, its successors  
 15 and assigns, the following non-exclusive rights, easements,  
 16 conditions and servitudes to be enjoyed in common with OWNERS  
 17 OF RECORD in that portion of said remised land hereinafter  
 18 referred to as PARCEL I and described as:

19 A part of Subdivision "R" as the same is shown on  
 20 that certain Map entitled "Map of the Ex-Mission  
 21 San Buena Ventura Tract No. 1", recorded in Book  
 22 2 at Page 103, Miscellaneous Records of Ventura  
 23 County and more specifically delineated by Record  
 24 of Survey entitled "Map of Mariano Rancho" recorded  
 25 in Book 7, at Page 21, Records of Surveys Ventura  
 26 County, more particularly described as follows:

27 Beginning at a point on Course 6 of said  
 28 record of survey, distant thereon S 32°45'10"  
 29 E 450.00 feet from the intersection of said  
 30 Course 6 with Course 5; thence N 85°28'16" E  
 31 6642.93 feet to a point in the common boundary  
 32 between the Lloyd and Ventura Land and Water  
 Company parcels as shown on said record of  
 survey; thence N 79°05'20" E 9605.94 feet  
 to a point in Course 103 of said survey;  
 thence along Course 103 S 30°16'15" W 275.86  
 feet; thence S 64°43'30" W 704.53 feet; thence  
 S 41°24' W 328.90 feet; thence S 9°59' E 243.80  
 feet; thence S 36°54' W 441.56 feet; thence S  
 68°36' W 169.85 feet; thence S 74°04' W 471.94  
 feet; thence S 88°45' W 225.63 feet; thence N  
 71°08' W 226.84 feet to the intersection of  
 Courses 95 and 94; thence S 79°05'20" W  
 1422.58 feet; thence S 51°00' W 4404.84 feet;  
 thence S 86°00' W 900 feet; thence N 45°00' W  
 2500.00 feet to a point in said common boundary;  
 thence S 85°28'16" W 5710.96 feet to the inter-  
 section of Courses 7 and 6 of said record of  
 survey; thence along Course 6 N 32°45'10" W  
 1121.95 feet to the point of beginning.

1. Such avenues and ways of ingress and egress in, over under and through PARCEL I as may be necessary or convenient to Grantor, its successors or assigns, in the use, development, operation and/or production of oil, gas and other hydrocarbon substances situate or found outside of PARCEL I in properties now or hereafter operated by Grantor, its successors or assigns, in the Ventura Avenue Oil Field, Ventura County, California.
2. The right to lay, construct, maintain and operate such roadways, passage ways, pipelines for the transportation of oil, gas, gasoline or other kindred substances, telephone, telegraph lines, electric light and power lines, pipes or pipelines for the carrying of water and/or steam and to construct, maintain, operate, repair, remodel and/or remove houses, camps, offices, derricks, sumps, reservoirs, ditches, conduits, fences, dikes, tanks, refineries, machinery, apparatus, buildings, structures, absorption, compression and/or dehydration plants and plants of every kind and nature as may be necessary or convenient to Grantor, its successors or assigns, in the use, development, operation and/or production of oil, gas and other hydrocarbon substances situate or found outside of PARCEL I in properties now or hereafter operated by Grantor, its successors or assigns, in said Ventura Avenue Oil Field, Ventura County, California.
3. The right of Grantor, its successors or assigns, to conduct oil field operations in said Ventura Avenue

1 Field without liability to said OWNERS OF RECORD,  
2 their successors or assigns, for any damage to  
3 PARCEL I or any improvements at present thereon or  
4 to any water or water-course on PARCEL I or to  
5 crops or anything growing thereon and for any  
6 damage to animals thereon being the property of  
7 said OWNERS OF RECORD, their successors or assigns;  
8 provided however, that Grantor shall not be released  
9 from liability for damage to the subsurface of said  
10 remised land and to known oil and gas and other  
11 hydrocarbon substances contained therein which may  
12 be determined to have arisen or occurred as the  
13 proximate result of Grantor's operations in said  
14 Ventura Avenue Field after the date hereof which  
15 operations are conducted contrary to good oil field  
16 practices.

17 4. The right of Grantor, its successors or assigns, at  
18 any time and from time to time to abandon, remodel,  
19 relocate or remove as may be necessary or convenient,  
20 any property, improvements, structures, excavations,  
21 embankments, fixtures, equipment and other materials  
22 heretofore or hereafter placed in or upon PARCEL I  
23 by Grantor, its successors or assigns, without  
24 liability and/or obligation to restore, fill in,  
25 excavate, level, grade, improve, or reclaim PARCEL I  
26 or any part thereof or to level, fill in or other-  
27 wise restore any roads, pits, sumps, embankments,  
28 ditches or excavations on PARCEL I.

29 5. The condition that said OWNERS OF RECORD, their  
30 successors or assigns, will not use, exercise nor  
31

1 grant to any third party any right, title, interest  
2 or estate acquired by said OWNERS OF RECORD hereunder  
3 unless the use, exercise or grant of such rights,  
4 titles, interests and estates and all of them are  
5 made subject to:

6 (a.) The above and foregoing reservations, exceptions,  
7 limitations and conditions.

8 (b.) The condition that the exercise of any such  
9 rights, titles, interests or estates shall not  
10 unreasonably interfere with the operations of  
11 Grantor, its successors and assigns on PARCEL I.

12 6. The condition that said OWNERS OF RECORD, their  
13 successors or assigns, may at any time and from time  
14 to time require Grantor to relocate any rights of  
15 way, avenues of access, facilities, structures,  
16 improvements or other like rights or properties  
17 used, constructed or exercised pursuant to the pro-  
18 visions of Exceptions 1, 2 and 4 hereinabove, subject;  
19 however, to said OWNERS OF RECORD undertaking as  
20 follows:

21 (a.) To provide Grantor with adequate alternate  
22 locations or sites for the avenues of access,  
23 facilities, structures, improvements or other  
24 like rights or properties which are, in the  
25 sole discretion of Grantor, satisfactory to  
26 said Grantor; and,

27 (b.) To indemnify Grantor for the full cost and  
28 expense of such requested relocation.

29 7. The condition that whenever Grantor may at any time  
30 or from time to time permanently abandon or relocate  
31

1 any rights of way, avenues of access, facilities,  
2 structures, improvements or other like rights or  
3 properties burdening PARCEL I, Grantor will promptly  
4 by appropriate quitclaim and without cost to OWNERS  
5 OF RECORD, their successors or assigns, release the  
6 area so abandoned from the servitudes saved, excepted,  
7 retained and created hereunder and under said Deed  
8 and Modifications of Lease.

- 9 8. The rights of Grantor, its successors or assigns, to  
10 enjoy and exercise all of the rights and privileges  
11 contained and provided in Reservations 1 through 6,  
12 inclusive, hereinabove until Grantor, its successors  
13 or assigns, shall wholly cease and abandon said oil  
14 operations in said Ventura Avenue Field, Ventura  
15 County, California.

16 FURTHER SAVING, EXCEPTING AND RESERVING unto Grantor, its  
17 successors and assigns, the following non-exclusive rights,  
18 easements, conditions and servitudes in the remaining portion of  
19 said remised land lying southerly of the south boundary of  
20 PARCEL I and hereinafter referred to as PARCEL II:

- 21 1. A non-exclusive easement and right of way over,  
22 along, across and through Hall Canyon, as Hall Canyon  
23 Road presently exists or may hereafter be relocated  
24 by the OWNERS OF RECORD, at any time and from time  
25 to time hereafter, for Grantor's access to properties  
26 now or hereafter operated by Grantor, its successors  
27 or assigns in the Ventura Avenue Oil Field, Ventura  
28 County, California.
- 29 2. The right of the Grantor, its successors and assigns,  
30 to occupy, use, keep and maintain on PARCEL II all

1 existing equipment, facilities, improvements or  
2 appurtenances owned by Grantor and used in connection  
3 with its operations in the Ventura Avenue Oil Field,  
4 as the same are located and shown on Plat attached  
5 hereto as Exhibit "A" which is by reference incorpor-  
6 ated herein.

7 3. The right of Grantor, its successors or assigns, to  
8 operate the existing facilities, equipment, improve-  
9 ments or appurtenances described in reservation 2  
10 next above, in connection with its operations in  
11 said Ventura Avenue Field without liability to said  
12 OWNERS OF RECORD, their successors or assigns for  
13 any damage to PARCEL II presently occupied by said  
14 facilities, equipment, improvements or appurtenances,  
15 or to any water or water-course on said PARCEL II  
16 or to crops or anything growing thereon and for any  
17 damage to animals thereon being the property of said  
18 OWNERS OF RECORD, their successors or assigns;  
19 provided however, that Grantor shall not be released  
20 from liability for damage to the subsurface of said  
21 remised land and to known oil and gas and other  
22 hydrocarbon substances contained therein which may  
23 be determined to have arisen or occurred as the  
24 proximate result of Grantor's operations in said  
25 Ventura Avenue Field after the date hereof, which  
26 operations are conducted contrary to good oil field  
27 practices.

28 4. The right of Grantor, its successors or assigns, at  
29 any time and from time to time to abandon, remodel  
30 or remove as may be necessary or convenient or to  
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1 relocate if necessitated by earth slides, any  
2 facilities, equipment, improvements, structures,  
3 excavations, embankments, rights of way or ways of  
4 ingress and egress and other materials heretofore  
5 placed in or upon PARCEL II by Grantor, its successors  
6 or assigns, provided that Grantor's exercise of any  
7 rights reserved herein with respect to PARCEL II  
8 shall in no way enlarge or increase the burden  
9 thereof upon the servient estate, and if relocation  
10 of such rights of way or ways of ingress and egress  
11 is necessitated, such relocation shall be made as  
12 close to the original location as is possible, and  
13 without liability and/or obligation of the Grantor  
14 to restore, fill in, excavate, level, grade, improve  
15 or reclaim said premises or any part thereof or to  
16 level, fill in or otherwise restore any roads, pits,  
17 sumps, embankments, ditches or excavations on said  
18 premises.

- 19 5. The condition that said OWNERS OF RECORD, their  
20 successors or assigns, will not use, exercise nor  
21 grant to any third party any right, title, interest  
22 or estate acquired by said OWNERS OF RECORD hereunder  
23 unless the use, exercise or grant of such rights,  
24 titles, interests and estates and all of them are  
25 made subject to:
- 26 (a.) The above and foregoing reservations, exceptions,  
27 limitations and conditions.
- 28 (b.) The condition that the exercise of any such  
29 rights, titles, interests or estates shall not  
30 unreasonably interfere with the operations of  
31

1 Grantor, its successors and assigns, on said  
2 premises.

- 3 6. The condition that said OWNERS OF RECORD, their  
4 successors or assigns, may at any time and from time  
5 to time require Grantor to relocate any rights of  
6 way, avenues of access, facilities, structures,  
7 improvements or other like rights or properties  
8 without limiting the generality thereof as contem-  
9 plated, used, constructed or exercised pursuant to  
10 the provisions of Exceptions 1, 2 and 4 hereinabove;  
11 subject, however, to said OWNERS OF RECORD undertaking  
12 as follows:

13 (a.) To provide Grantor with adequate alternate  
14 locations or sites for the relocation of said  
15 rights of way, avenues of access, facilities,  
16 structures, improvements or other like rights  
17 or properties which are, in the sole discre-  
18 tion of Grantor, satisfactory to said Grantor;  
19 and,

20 (b.) To indemnify Grantor for the full cost and  
21 expense of such requested relocation.

- 22 7. The condition that whenever said Grantor may at any  
23 time or from time to time permanently abandon or  
24 relocate any rights of way, avenues of access,  
25 facilities, structures, improvements or other  
26 like rights or properties as provided in Condition  
27 4 above, burdening PARCEL II Grantor will promptly  
28 by appropriate quitclaim and without cost to OWNERS  
29 OF RECORD, their successors or assigns, release the  
30 area so abandoned from the servitudes saved,  
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excepted, retained and created hereunder and under  
said Deed and said Modifications of Lease.

8. The rights of Grantor, its successors or assigns, to  
enjoy and exercise all of the rights and privileges  
contained and provided in Reservations 1 through 6  
inclusive, hereinabove, until Grantor, its successors  
or assigns, shall wholly cease and abandon said oil  
operations in said Ventura Avenue Field, Ventura  
County, California.

EACH AND EVERY of the foregoing reservations, exceptions,  
conditions and limitations shall run with the land and be binding  
upon all successors or assigns of Grantor and OWNERS OF RECORD.

TO HAVE AND TO HOLD unto said OWNERS OF RECORD, their  
successors and assigns forever.

IN WITNESS WHEREOF, said GETTY OIL COMPANY has caused its  
corporate name to be hereunto subscribed and its corporate seal  
to be hereunto affixed by its officers thereunto duly authorized  
this 10<sup>th</sup> day of December, 1968.

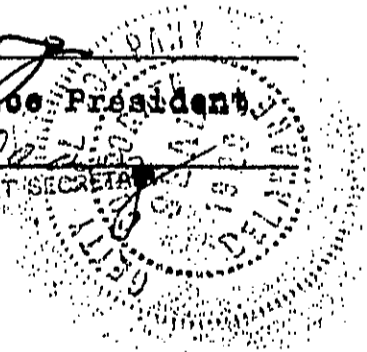
GETTY OIL COMPANY

By [Signature]

Vice President

And [Signature]

W. E. PARSONS, ASSISTANT SECRETARY



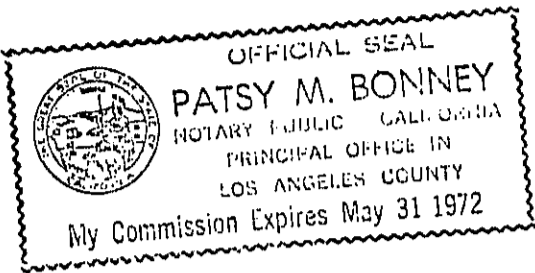
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STATE OF CALIFORNIA,

COUNTY OF Los Angeles

} ss.

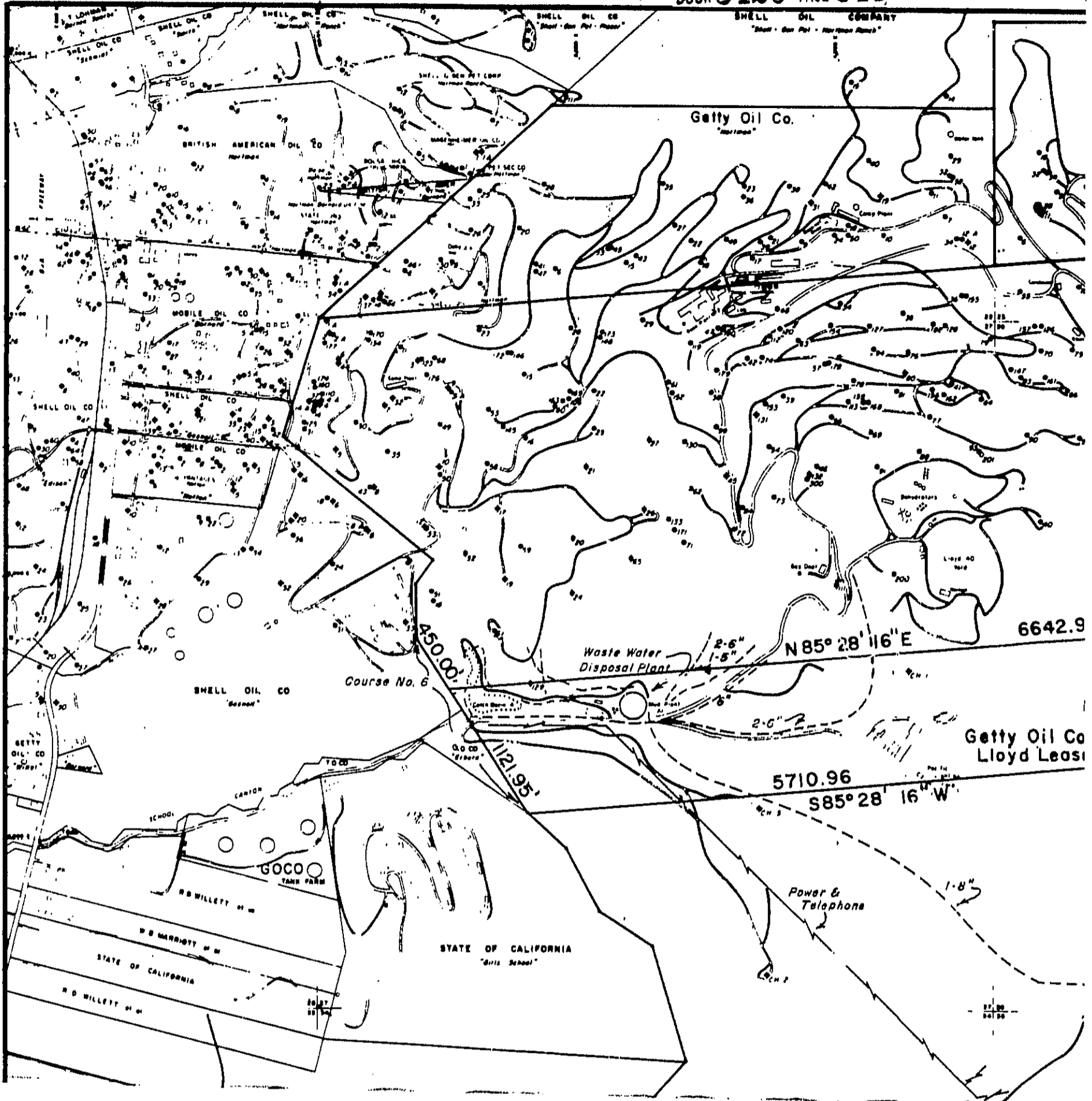
BOOK **3420** PAGE **339**



ON December 10, 1968,  
 before me, the undersigned, a Notary Public in and for the said State, personally appeared  
H. E. BERG, known to me to be the  
VICE President, and W. F. DUNLEAVY, known to me  
 to be the ASSISTANT Secretary of GETTY OIL COMPANY

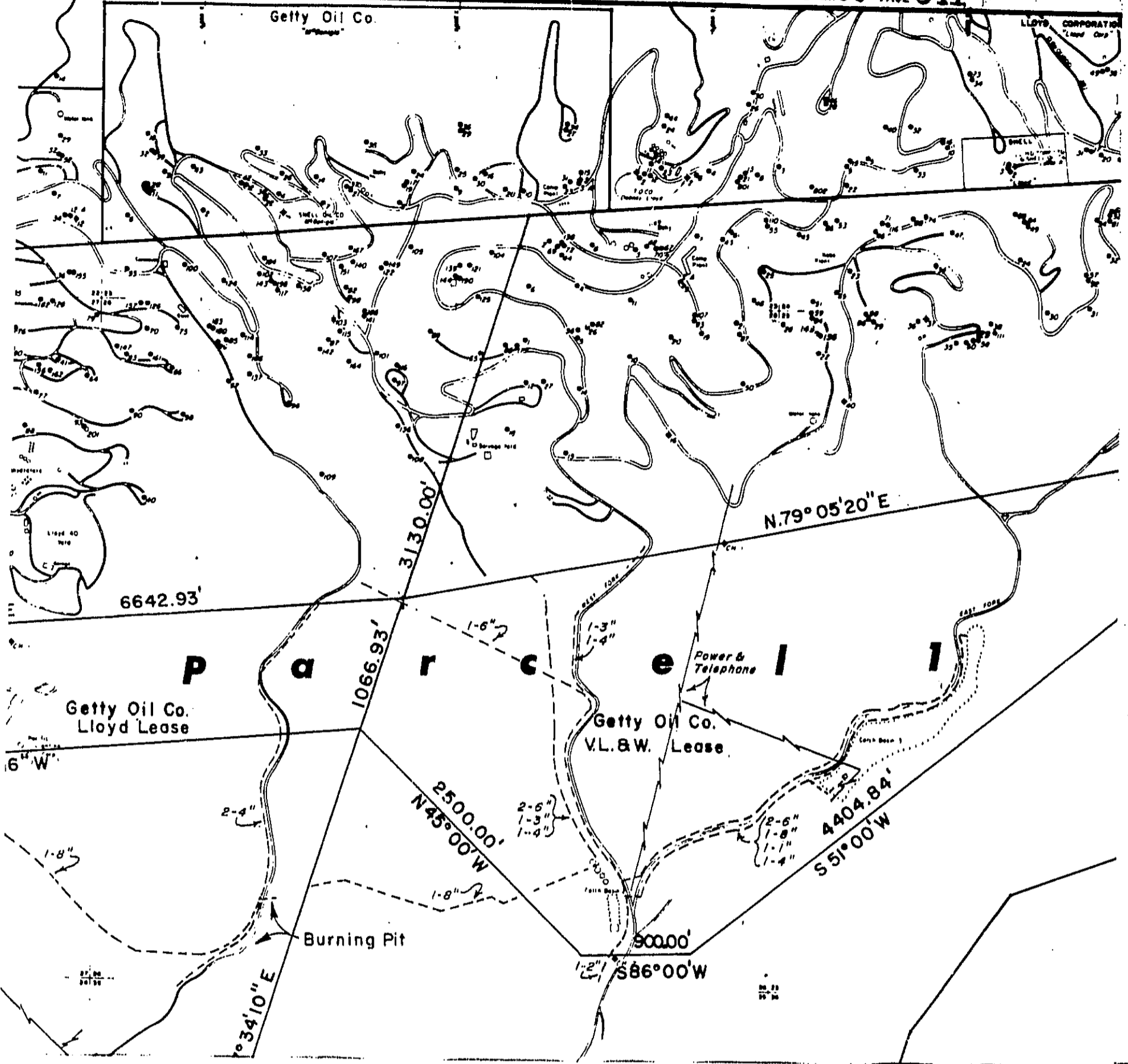
the Corporation that executed the within Instrument, known to me to be the persons who  
 executed the within Instrument, on behalf of the Corporation herein named, and acknowledged  
 to me that such Corporation executed the within Instrument pursuant to its by-laws or a  
 resolution of its board of directors.  
 WITNESS my hand and official seal.

*Patsy M. Bonney*  
 \_\_\_\_\_  
 Patsy M. Bonney  
NAME (TYPED OR PRINTED)  
 Notary Public in and for said State.



Getty Oil Co.

LLOYD CORPORATION



**P a r c e l**

Getty Oil Co.  
Lloyd Lease

Getty Oil Co.  
V.L.&W. Lease

Power &  
Telephone

Burning Pit

6642.93'

3130.00'

1066.93'

2500.00'  
N45°00'W

N.79°05'20" E

4404.84'  
S51°00'W

900.00'  
S86°00'W

34°10' E

6" W

2-4"

1-8"

1-8"

2-6"

1-3"

1-4"

2-6"

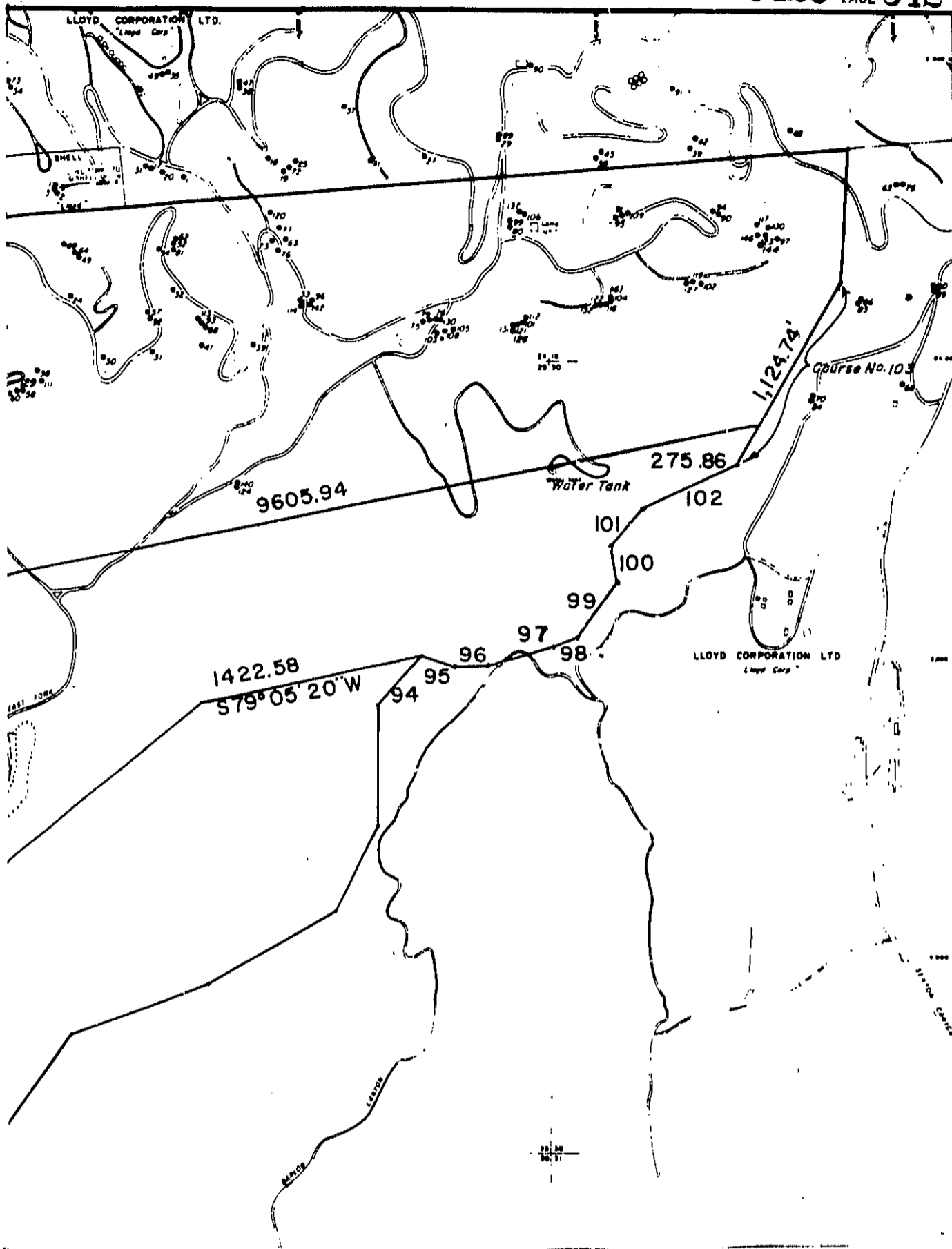
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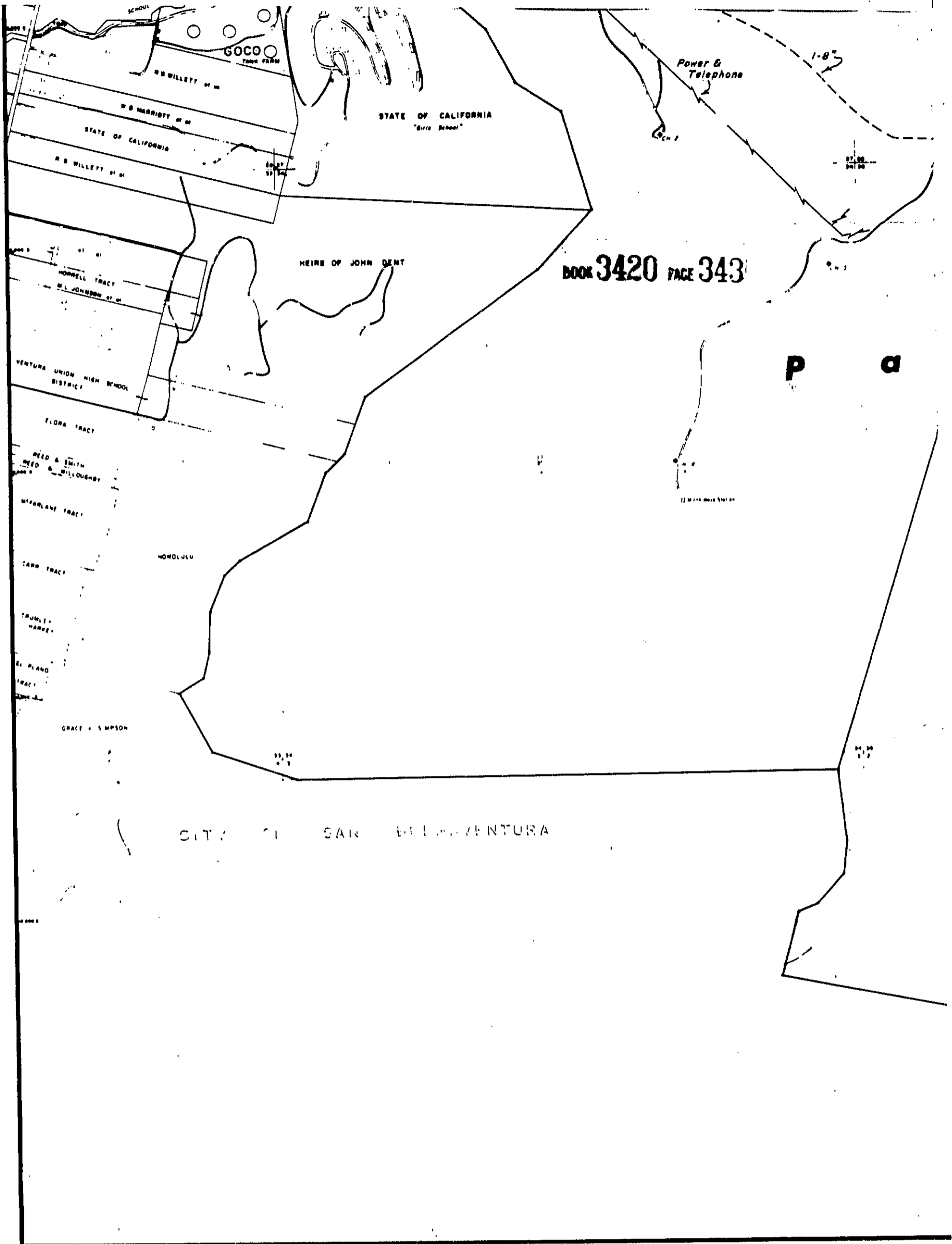
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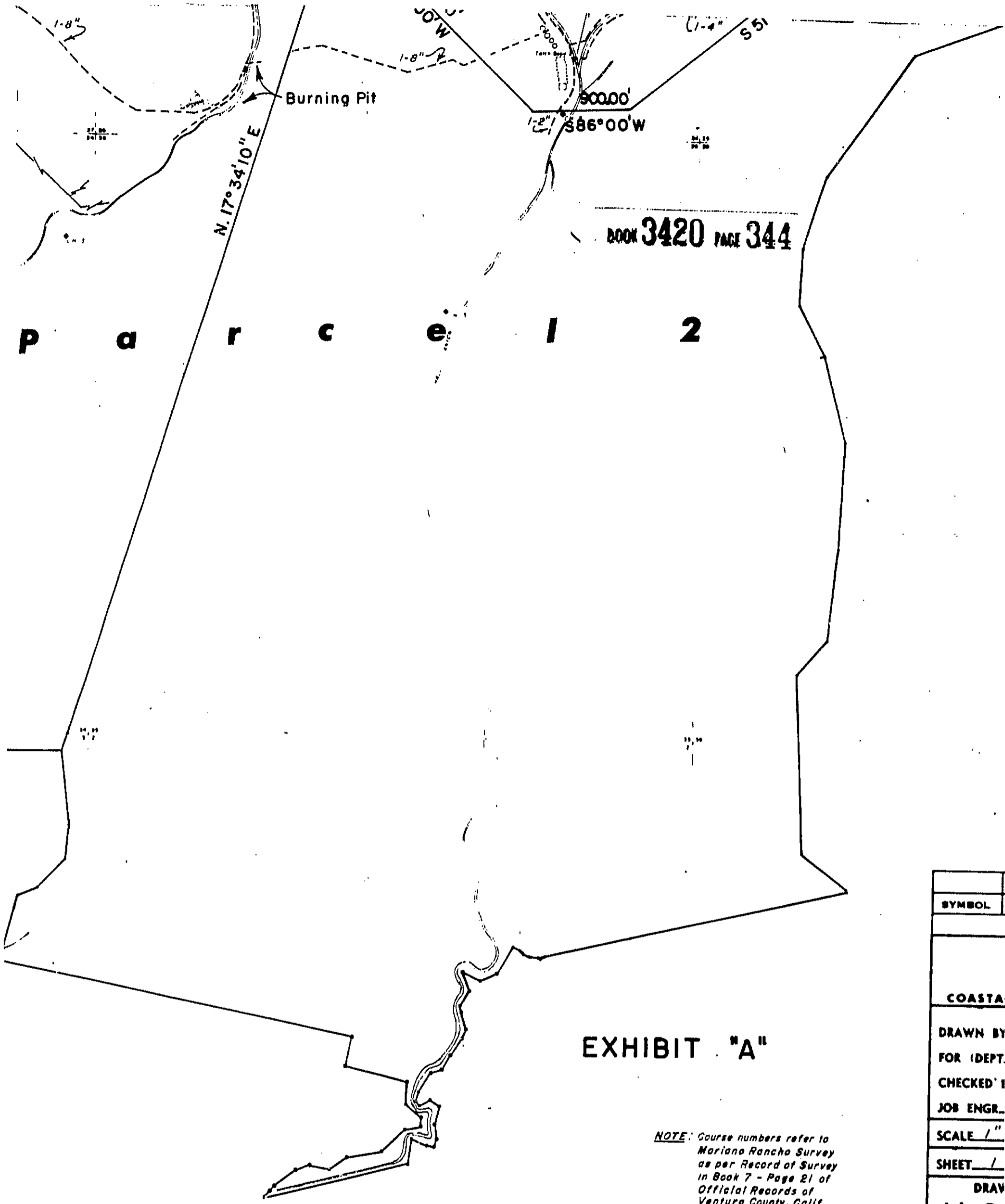




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P a

CITY OF SAN BERNARDINO



**P a r c e l 2**

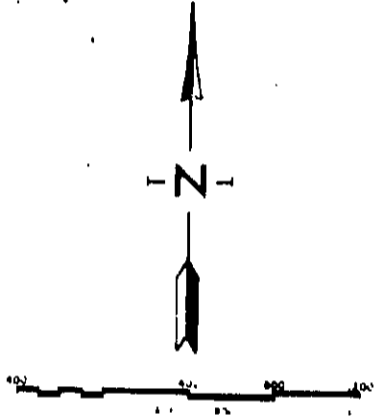
**BOOK 3420 PAGE 344**

**EXHIBIT "A"**

*NOTE: Course numbers refer to Mariano Rancho Survey as per Record of Survey in Book 7 - Page 21 of Official Records of Ventura County, Calif.*

SYMBOL
COASTAL
DRAWN BY
FOR (DEPT.)
CHECKED BY
JOB ENGR.
SCALE 1"
SHEET 1
DRAWN
<b>V-01</b>

BOOK 3420 PAGE 345



RECORDER'S MEMO: Legibility of writing, Typing or Printing UNSATISFACTORY in Portions of this document when received.

Showing Quitclaim Parcels & Pertinent Facilities			
SYMBOL	DESCRIPTION	DATE	APPROVED
		11/11/65	<i>R.A.S.</i>
REVISIONS			
<b>Getty Oil Company</b>			
PRODUCTION DEPARTMENT			
COASTAL DISTRICT		WESTERN DIVISION	
DRAWN BY <u>J.W.B., G.U.T.</u>	PORTION OF		
FOR (DEPT.) <u>C.F.C.</u>	<b>VENTURA AVENUE OIL FIELD</b>		
CHECKED BY _____	PROPOSED		
JOB ENGR. _____	<i>Waterflood Unitization Quitclaim Parcels</i>		
SCALE <u>1" = 1,000'</u>	<i>Lloyd &amp; V.L. &amp; W. Leases</i>		
SHEET <u>1</u> OF <u>1</u>			
DRAWING NO.	APPROVED <i>R.A. Stued</i> RE 5670 DATE 5-8-61		
<b>V-01-357</b>			

END OF RECORDED DOCUMENT

# EXHIBIT 5

**From:** [Adler, Noah](#)  
**To:** [Bill Ayub](#)  
**Cc:** "[cityattorney@cityofventura.ca.gov](mailto:cityattorney@cityofventura.ca.gov)"; [cebeling@cityofventura.ca.gov](mailto:cebeling@cityofventura.ca.gov); [Waggener, Sigrid](#)  
**Bcc:** [Mostafavi, Payam](#); [Mehta, Viral](#); [Strauss, Benjamin](#)  
**Subject:** CRC/Aera Meeting with City and VLT re Hall Canyon Road  
**Date:** Friday, November 14, 2025 10:55:59 AM  
**Attachments:** [image001.png](#)  
[Letter to City Manager re Hall Canyon Road Coordination Meeting.pdf](#)

---

Good morning,

On behalf of our clients CRC/Aera Energy LLC, attached please find a letter from Sigrid Waggener regarding a proposed meeting with the Ventura Land Trust.

**Noah Adler**  
Senior Land Use Planner

**Manatt, Phelps & Phillips, LLP**  
2049 Century Park East  
Suite 1700  
Los Angeles, CA 90067  
**D** (310) 312-4153 **F** (310) 914-5726  
[NAdler@manatt.com](mailto:NAdler@manatt.com)

[manatt.com](http://manatt.com)

CONFIDENTIALITY NOTICE: This e-mail transmission, and any documents, files or previous e-mail messages attached to it, may contain confidential information that is legally privileged. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this message is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify us by reply email and destroy the original transmission and its attachments without reading them or saving them to disk. Thank you.

November 14, 2025

Client-Matter: 49072-058

**VIA E-MAIL**

Bill Ayub  
City Manager of the City of Ventura  
501 Poli Street  
Ventura, CA 93001  
([bayub@cityofventura.ca.gov](mailto:bayub@cityofventura.ca.gov))

**Re: Hall Canyon Road Access Coordination Meeting**

Dear Mr. Ayub:

Our clients, California Resources Corporation and Aera Energy LLC (“Aera”), appreciate the City’s continued engagement regarding public recreational access over limited portions of Hall Canyon Road. We understand that the City recently reached out and expressed an interest in convening a meeting between the City, Aera, and Ventura Land Trust (“VLT”), and we are following up in that spirit. Aera remains committed to working collaboratively with the City to identify a safe, workable and timely resolution.

Over the past several weeks, Aera has evaluated the City’s proposed public access pathway over the lands it owns and over which a portion of Hall Canyon Road runs. Aera has developed a number of refinements to the City’s proposed access pathway that we believe may help achieve the City’s goals in a manner that protects public safety and Aera’s recorded rights in Hall Canyon Road. We wish to review these options with the City and VLT at the City’s earliest convenience.

To ensure the meeting is productive and aligned with the City’s decision-making process, we respectfully request participation from yourself, the City Attorney, the Community Development Director, and any relevant public works staff.

Aera is available to meet as soon as possible and will make every effort to accommodate the City’s preferred date and time. We appreciate the City’s leadership and look forward to a constructive discussion.

Sincerely,



Sigrid Waggener

cc: Javan Rad, City Attorney  
Charlie Ebeling, Public Works Director

# EXHIBIT F



**Chris Wilson**  
Land Representative  
Base Assets & Emerging Countries

December 8, 2025

Charles W. Ebeling  
Public Works Director  
City of Ventura  
501 Poli Street  
Ventura, CA 93001  
([cebeling@cityofventura.ca.gov](mailto:cebeling@cityofventura.ca.gov))

Bill Ayub  
City Manager  
City of Ventura  
501 Poli Street  
Ventura, CA 93001  
([bayub@cityofventura.ca.gov](mailto:bayub@cityofventura.ca.gov))

**Re: Reciprocal Easement Agreement with Ventura Land Trust for Continued Access to the Private Segment of Hall Canyon Road (December 9, 2025 City Council Meeting Agenda Item No. 6)**

Dear Mr. Ebeling and Mr. Ayub:

Chevron U.S.A. Inc. shares the concerns raised by Aera Energy LLC and California Resources Corporation (collectively, "Aera") in the December 8, 2025 comment letter submitted by Manatt, Phelps & Phillips LLP. Chevron urges the City of Ventura to take no action on the proposed reciprocal easement; the reciprocal easement would unlawfully impair existing property rights and pose significant safety risks to the public. Additionally, Hall Canyon Road is the sole access route for Chevron, and its contractors, to service its asset.

Sincerely,

A handwritten signature in blue ink that reads "Chris Wilson".

Chris Wilson  
Land Representative  
Chevron U.S.A. Inc.

# EXHIBIT G

December 22, 2025

Client-Matter: 49072-058

## VIA E-MAIL

Bill Ayub  
City Manager  
City of Ventura  
501 Poli Street  
Ventura, CA 93001  
([bayub@cityofventura.ca.gov](mailto:bayub@cityofventura.ca.gov))

Javan Rad  
City Attorney  
City of Ventura  
501 Poli Street  
Ventura, CA 93001  
([cityattorney@cityofventura.ca.gov](mailto:cityattorney@cityofventura.ca.gov))

Melissa Baffa  
Executive Director  
Ventura Land Trust  
353 Sanjon Road  
Ventura, CA 93001  
([melissa@venturlandtrust.org](mailto:melissa@venturlandtrust.org))

Sarah H. Sigman  
Shute, Mihaly & Weinberger LLP  
396 Hayes Street  
San Francisco, CA 94102  
([sigman@smwlaw.com](mailto:sigman@smwlaw.com))

### **Re: Request for Mediation Regarding Hall Canyon Road Reciprocal Easement Agreement**

Dear Mr. Ayub, Mr. Rad, Ms. Baffa and Ms. Sigman:

We write on behalf of Aera Energy LLC and Chevron U.S.A. Inc. (collectively, the “Operators”) to request mediation concerning the use of Hall Canyon Road for public recreational purposes in contravention of the Operators’ easement rights, as facilitated by City of Ventura’s (“City”) December 9, 2025 approval of a reciprocal easement agreement between the City and VLT.

This request is made in good faith and with the sincere objective of avoiding litigation. However, absent prompt engagement, the Operators will be left with no choice but to seek judicial intervention to protect their property and easement rights.

To be clear, the Operators are not opposed to public recreation, nor are they seeking to prevent access to VLT’s property. The Operators have consistently identified straightforward, reasonable solutions that would allow access to VLT’s parking area and recreational amenities without placing pedestrians, strollers, wheelchairs, pets, bicycles, or other recreational users in harm’s way along an active oil-field roadway. That solution includes a separated pedestrian

pathway, designated pedestrian access hours with reasonable physical barriers outside of such hours, prohibition of public vehicle access on the industrial portion of Hall Canyon Road, requirements for clear signage to prevent public stopping or standing in operational areas, and appropriate maintenance and emergency-access protections. This approach protects the public, respects longstanding recorded property rights, materially reduces liability exposure for both the City and VLT, and is well within the City's authority to implement.

As reflected in the extensive written record over the past several months, the Operators have proactively attempted to resolve this matter cooperatively. Those efforts have included facilitating multiple on-site tours with City staff, Councilmembers and VLT representatives to demonstrate the physical and safety constraints of the Hall Canyon Road corridor, commissioning and providing a complete preliminary title report at the Operators' own expense, producing the recorded Hall Canyon Road easement establishing their senior rights in Hall Canyon Road, and preparing a detailed redline of the proposed reciprocal easement agreement identifying the limited revisions necessary to protect public safety and avoid unlawful interference with ongoing industrial operations. The previously provided redline of the reciprocal easement agreement is attached hereto as Attachment 1.

Despite these efforts, the City proceeded to approve the reciprocal easement agreement at its December 9, 2025 City Council meeting without incorporating any of the proposed safety or operational protections and without further engagement with the Operators. Without such protections, the resulting agreement effectively authorizes foreseeable and substantial safety risks because the active industrial access road is used continuously by heavy vehicles and equipment.

The Operators are therefore requesting mediation now because continued inaction leaves them in an untenable position. The City's and VLT's actions have created a scenario in which the Operators face imminent and irreparable harm to and interference with their property rights and significant risks to public safety, with no remaining options to resolve those conflicts. Mediation presents a final opportunity for all parties to address these issues collaboratively and to avoid the need for judicial intervention.

We respectfully request confirmation by Monday, January 5, 2026 that the City and VLT will participate in a mediation. Please direct any response by email to [SWaggener@manatt.com](mailto:SWaggener@manatt.com), and my colleagues Christian Baker ([CBaker@manatt.com](mailto:CBaker@manatt.com)) and Payam Mostafavi ([PMostafavi@manatt.com](mailto:PMostafavi@manatt.com)). If mediation is declined or no response is received, the Operators will proceed as necessary to protect their rights and to prevent foreseeable harm.

This letter is not intended as a procedural formality. It is a genuine effort to resolve this matter responsibly, safely, and without litigation. All rights, remedies, and defenses are expressly reserved.

manatt

December 22, 2025

Page 3

We appreciate your attention and look forward to your response.

Sincerely,



Sigrid R Waggener

# Attachment 1

ATTACHMENT B

**RECORDING REQUESTED BY:**

City of San Buenaventura

**AND WHEN RECORDED, RETURN TO:**

Ventura Land Trust  
P.O. Box 1284  
Ventura, CA 93002

THIS SPACE RESERVED FOR RECORDER ONLY  
(Gov. Code § 2736 1.6)

*Exempt from the \$75 Building and Jobs Act Fee per Gov't Code § 27388.1(a)(2)(D) - Public Agency  
No fee pursuant to Gov't Code § 6103  
No Documentary Transfer Tax per R& T Code § 11922  
Exempt Recording Fee per Gov't Code § 27383*

**RECIPROCAL EASEMENT AGREEMENT**

APNs: 064-0-150-155, 064-0-160-235 & 074-0-010-115 (VLT Property)  
APNs : 074-0-010-055, 074-0-010-060 & 074-0-010-095 (City Property)

THIS RECIPROCAL EASEMENT AGREEMENT (“**Agreement**”) is made and entered into as of \_\_\_\_\_, 2025, by and between VENTURA LAND TRUST, a California nonprofit public benefit corporation (“**VLT**”), and the CITY OF SAN BUENA VENTURA, a charter city and municipal corporation of the State of California (“**City**”), with reference to the recitals listed below. VLT and City are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

1. VLT is the owner of that certain real property located partially in the City of Ventura and partially in the unincorporated area of the County of Ventura, State of California commonly known as the Mariano Preserve and renamed the Ventura Hills Nature Preserve, designated as Ventura County Assessor’s Parcel Nos. 064-0-150-155, 064-0-160-235 and 074-0-010-115, and more particularly described in Exhibit A attached hereto and incorporated herein by reference (hereinafter, the “**VLT Property**”).

2. City is the owner of that certain real property located immediately adjacent and to the south of the VLT Property designated as Ventura County Assessor’s Parcel Nos. 074-0-010-055, 074-0-010-060 and 074-0-010-095, and more particularly described in Exhibit B attached hereto and incorporated herein by reference (hereinafter, the “**City Property**”), the northern boundary of which abuts the VLT Property. The VLT Property and the City Property are sometimes referred to herein individually as a “**Property**” and collectively as the “**Properties**.”

3. Access to the VLT Property has historically been provided by means of an existing improved private road commonly known as Hall Canyon Road (being an extension of the public portion of such road), which crosses over the City Property parcel designated as APN 074-0-010-060 in the location generally depicted in Exhibit C attached hereto and incorporated herein by reference (the “**Access Road**”).

4. Similarly, access between the various parcels comprising the City Property has historically been provided by means of that portion of the Access Road which crosses over the southernmost portion of the VLT Property, as generally depicted in Exhibit C.

5. The Parties’ intent in entering into this Agreement is to memorialize such established use of the Access Road and, in connection therewith, to grant reciprocal easements allowing for the continued use of the Access Road for ingress, egress and access purposes, subject to and upon the terms and conditions set forth in this Agreement.

6. Certain lands located adjacent to the VLT Property and the City Property are owned and operated by Aera Energy LLC (“Aera”) for oil-field and utility purposes. Public recreational use of the Access Road will bring members of the public into closer proximity to Aera’s operational areas, and accordingly, certain access controls and related protective provisions are necessary to maintain safe operations and regulatory compliance.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Grant of Reciprocal Easements.**

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a. **VLT Grant of Easement.** VLT hereby grants to City ~~an~~the following easements over and across that portion of the Access Road located on the VLT Property as depicted in Exhibit C, as the same may be reconfigured or otherwise modified or altered from time to time (collectively the “**VLT Property Easements**”).

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(i) ~~Vehicular Access Easement: The purpose of the VLT Property Easement is to provide a means of~~A non-exclusive easement over the existing improved Hall Canyon Road roadway surface for vehicular access, ingress and egress, to, from and between the various parcels comprising the City Property by City, emergency responders, public utilities, and other authorized service providers, for purposes related to City’s ownership, use and operation of the public facilities and improvements located on the City Property (the “**VLT Vehicular Easement**”). Vehicular use under this VLT Vehicular Easement shall be confined to the existing improved roadway surface only.

~~(ii) Pedestrian Recreation Easement: A non-exclusive easement~~adjacent to and alongside the roadway surface for pedestrian-only recreational access by members of the public (the “**VLT Pedestrian Easement**”). No public vehicular access is granted under the VLT Pedestrian Easement.

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b. **City Grant of Easement.** City hereby grants to VLT ~~an~~the following easements over and across that portion of the Access Road located on the City Property as depicted

in Exhibit C, as the same may be reconfigured or otherwise modified or altered from time to time (the “**City Property Easements**”).

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~~(i) **Vehicular Access Easement.** The purpose of the City Property Easement is to provide a means of vehicular and pedestrian access, ingress and egress to and from the VLT Property (i) by VLT and VLT’s agents, employees, representatives, contractors and invitees for purposes related to the ownership, management and stewardship of the VLT Property (the “**City Vehicular Easement**”), and (ii) by the general public for recreational purposes. Vehicular use shall be confined to the existing improved roadway surface only.~~

~~b.(ii) **Pedestrian Recreation Easement:** A non-exclusive easement adjacent to and alongside the roadway surface for pedestrian-only recreational access by members of the public (the “**City Pedestrian Easement**”). No public vehicular access is granted under the City Pedestrian Easement.~~

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c. **Nature of Easements.** The VLT Property Easement and the City Property Easement (collectively, the “**Easements**”) shall be perpetual and non-exclusive.

d. **Right to Maintain, Repair, Improve and Alter Access Road.** The Easements shall include the right to perform such maintenance, repairs and improvements to the Access Road as required to meet legal ingress and egress requirements and/or as to otherwise maintain the Access Road in good, usable and safe condition for the purposes described herein. In addition, VLT reserves the right to reconfigure or otherwise modify or alter the location of the Access Road on its Property, provided that any such reconfiguration or other alteration of the Access Road shall not unreasonably impair the use and enjoyment of the Easements for the purposes described herein. ~~Notwithstanding the foregoing, no reconfiguration, modification, or other alteration of the Access Road shall be undertaken that increases or facilitates public proximity to, or visibility of, Aera’s gates, fenced boundaries, operational facilities, or utility infrastructure, unless Aera has provided prior written consent.~~

e. **No Impairment of Aera’s Rights.** ~~Notwithstanding anything to the contrary in this Agreement, nothing herein shall be construed to grant, create, or imply any right in favor of the City, the public, or any other person to impair, interfere with, restrict, or otherwise adversely affect the use, operation, maintenance, access, or safety measures associated with facilities owned or operated by Aera along Hall Canyon Road or on adjacent lands. VLT and City acknowledge and agree that Aera retains the right at all times to install, maintain, modify, and improve gates, fencing, signage, and other access control or operational measures necessary to ensure safe operations and regulatory compliance.~~

~~d.f. **Signage.** The Parties shall install and maintain signage along the Access Road clearly distinguishing the VLT Vehicular Easement and the VLT Pedestrian Easement and also the City Vehicular Easement from the City Pedestrian Easement and stating that no public vehicular access is permitted. Signage shall be placed in locations and with language sufficient to reasonably notify the public of the permitted uses.~~

2. **Encumbrances and Liens.** Neither Party shall cause any encumbrance or lien to be imposed upon or enforced against the Property of the other Party. Each Party hereby agrees to indemnify, defend, and hold the other Party and the other Party's Property free and harmless from and against any such encumbrances and liens, together with any and all claims, demands, costs and expenses (including reasonable attorneys' fees) in connection there-with.

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3. **Insurance; Indemnity.**

a. At all times that the Easements granted herein remain in effect, each Party, at its sole cost and expense, shall obtain and maintain a policy of liability insurance under the terms of which the other Party is named as an additional insured and is indemnified against liability for damage or injury to the Property of the other Party and the property or person (including death) of any person entering upon or using the Property of the other Party for the purposes contemplated by this Agreement. The liability under such insurance shall not be less than One Million Dollars (\$1,000,000) combined single limit for personal or bodily injury, death and property damage, per occurrence. The limits of such insurance shall not, however, limit the liability of either Party nor relieve either Party of any obligation hereunder. Upon request, each Party shall provide the other Property with a certificate evidencing such insurance.

b. Each Party (for purposes hereof, the "Indemnifying Party") shall indemnify, defend and hold the other Party entirely free and harmless from and against any and all claims, damages, judgments, liens, fines, penalties, suits, causes of action, losses, liabilities and expenses, including attorneys' fees and court costs (collectively, "Indemnified Claims"), which arise out of, relate to, or are in any way result from (i) any act or omission of the Indemnifying Party or any of its agents, employees, representatives, contractors and/or invitees; (ii) the use of the Easements by the Indemnifying Party or any of its agents, employees, representatives, contractors and/or invitees, or any other activity, work or thing done or permitted by the Indemnifying Party in relation to the Easements; or (iii) any default by the Indemnifying Party of any obligation on the Indemnifying Party's part to be performed under the terms of this Agreement. In case any action or proceeding is brought against either Party by reason of any such Indemnified Claims, the Indemnifying Party, upon notice from the other Party, shall defend the same at the Indemnifying Party's expense by counsel approved in writing by the other Party, which approval shall not be unreasonably withheld or delayed. The Parties' obligations with respect to indemnification hereunder shall survive any termination of this Agreement as to claims arising or accruing prior thereto, and shall include all costs of legal counsel and investigation, together with other costs, expenses and liabilities incurred in connection with any and all claims of damage.

b-c. To the extent permitted by law, City shall indemnify, defend, and hold harmless Aera and its officers, directors, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way related to the public's use of the City Property Easement for recreational access, including injuries or damages occurring on property adjacent to the City Property Easement where the presence of the injured party was facilitated by such public access. The Parties acknowledge and agree that this indemnification provision is intended to effectuate and support public recreational access and therefore does not constitute a gift of public funds.

4. **General Provisions.**

a. Covenant Running with the Land. The reciprocal easements granted by this Agreement and the respective ~~the~~ rights, duties, and obligations of the Parties as set forth herein shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns, and shall be construed as covenants and restrictions which shall run with the land under and pursuant to California Civil Code Section 1468. The herein described Easements shall be appurtenant to the City Property and the VLT Property, respectively, and shall be transferred with the land. Each of the Properties shall hereafter be held, encumbered, transferred, used, and conveyed pursuant to the provisions of this Agreement, and all of the covenants, conditions and restrictions set forth herein shall be binding upon and inure to the benefit of the Parties' successors and all individuals or entities having or acquiring any right, title, or interest in either of the Properties.

a.b. Third-Party Beneficiary. The Parties expressly agree that Aera Energy LLC is an intended third-party beneficiary of Sections 1(e) and 3(c) of this Agreement, and shall have the independent right to enforce such provisions directly against either Party and their respective successors and assigns.

b.c. Entire Agreement and Amendment. This Agreement, together with the exhibits referred to herein which are incorporated by reference and made a part of this Agreement, contains all of the agreements of the Parties with respect to the matters contained herein, and no other prior agreement or understanding pertaining to any such matter shall be effective for any purpose (whether written or oral). No provision of this Agreement may be amended or modified except by an agreement in writing signed by the Parties hereto, or their respective successors-in-interest, and by no other means. Each Party waives its right to claim, contest or assert that this Agreement was modified, cancelled, superseded, or changed by oral agreement, course of conduct, waiver or estoppel.

c.d. Legal Fees. In the event of any controversy, claim or dispute relating to this instrument, or the breach thereof, the prevailing party in any proceeding to resolve such action or dispute shall be entitled to have and recover from the other party or parties all costs and expenses, including but limited to reasonable attorneys' fees, incurred in such proceedings and in the collection of any judgment rendered as a result of such proceedings.

d.e. Applicable Law; Venue. The provisions of this instrument shall be governed and construed in accordance with the laws of the State of California. The venue for any action or proceeding arising out of or relating to this Agreement shall be the County of Ventura, State of California.

e.f. Captions, Heading and Abbreviations. The captions and headings of this Agreement are for convenience only and have no force or effect in the interpretation or construction of this Agreement. Wording indicated in parenthesis signify an abbreviation for the previous set of words or terms, so that when the abbreviations is used within the Agreement, it shall have the same meaning as a full statement of the words or terms.

f.g. Signatures. The individuals executing this Agreement represent and warrant (i) that this Agreement has been duly authorized, executed, and delivered, and constitutes a legal, valid, and binding conveyance in accordance with its terms; and (ii) that they have the

right, power, legal capacity, and authority to enter into and to execute this Agreement and that no other consents, orders, or approvals are required in connection therewith.

g.h. **Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, then to the extent that the invalidity or unenforceability does not impair the application of this Agreement as intended by the Parties, the remaining provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect.

h.i. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

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

**CITY:**

CITY OF SAN BUENAVENTURA, a charter city and municipal corporation of the State of California

By: \_\_\_\_\_  
Bill Ayub

**VLT:**

VENTURA LAND TRUST, a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Melissa Baffa, Executive Director

**ATTEST:**

By: \_\_\_\_\_  
Michael B. MacDonald, CMC  
City Clerk

APPROVED AS TO FORM:  
Javan N. Rad, City Attorney

By: \_\_\_\_\_  
Monica I. De Le Hoya  
Assistance City Attorney

**Attachments (incorporated by reference):**  
Exhibit A - Legal Description of VLT Property  
Exhibit B - Legal Description of City Property  
Exhibit C - Depiction of Access Road

**EXHIBIT A**

**[Legal Description of VLT Property]**

CITY LAND

Real property in an unincorporated area of the County of Ventura, State of California, described as follows:

PARCEL 2 OF THE "LOT LINE ADJUSTMENT CASE NO. ALD-979" "RECORDED NOVEMBER 29, 2007 AS INSTRUMENT NO. 20071129-00218430-0, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

THAT PORTION OF SUBDIVISION "R", AS THE SAME IS DESIGNATED AND DELINEATED UPON THAT CERTAIN MAP ENTITLED: "MAP OF THE RANCHO EX-MISSON OF SAN BUENAVENTURA, TRACT NO. I, SUBDIVIDED AFTER THE SURVEY MADE BY ED. T. HARE, COUNTY SURVEYOR, VENTURA COUNTY, CALIFORNIA," AND RECORDED IN THE OFFICE TO THE COUNTY RECORDER OF SAID VENTURA COUNTY, IN BOOK 2 OF MISCELLANEOUS RECORDS (MAPS), AT PAGE 103, BEING ALL OF THAT CERTAIN LAND DESCRIBED AS PARCEL ·II IN THE DEED TO ASSOCIATED OIL COMPANY BY MARIANO ERBURU; ETUX. DATED MARCH 30, 1928 AND RECORDED IN BOOK 194, PAGE 442 OF OFFICIAL RECORDS OF VENTURA COUNTY, LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE RECITED AS NORTH 89°54' 00" EAST 4,857.05 FEET", IN THE DEED TO ASSOCIATED OIL COMPANY, RECORDED MARCH 30, 1928 IN BOOK 194, PAGE 442 OF OFFICIAL RECORDS; THENCE ALONG ITS EASTERLY PROLONGATION, THENCE,

1ST NORTH 89° 54' 00" EAST A DISTANCE OF 3787.74 FEET; THENCE,

2ND SOUTH 00° 07' 20" WEST A DISTANCE OF 362.34 FEET; THENCE,

3RD SOUTH 06° 22' 20" WEST A DISTANCE OF 620.40 FEET; THENCE,

4TH SOUTH 14° 07' 40" EAST A DISTANCE OF 425.70 FEET; THENCE,

5TH SOUTH 34° 30' 51" EAST A DISTANCE OF 297.72 FEET TO THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE RECITED AS SOUTH 60° 09 '30" EAST 66.00 FEET, IN DEED TO ASSOCIATED OIL COMPANY, RECORDED MARCH 30, 1928 IN BOOK 194, PAGES 442 OF OFFICIAL RECORDS; THENCE SOUTHERLY, SOUTHWESTERLY, NORTHWESTERLY, SOUTHEASTERLY AND NORTHEASTERLY ALONG THE EASTERLY AND SOUTHERLY LINES OF THAT LAND DEEDED TO ASSOCIATED OIL COMPANY BY MARIANO ERBURU, ET UX. DATED MARCH 30, 1928 AND RECORDED IN BOOK I 94, PAGE 442 OF OFFICIAL RECORDS OF SAID COUNTY TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AREAS 1, 2 AND 3 DESCRIBED AS FOLLOWS:

AREA 1

THAT PORTION OF SUBDIVISION R, IN THE RANCHO EX-MISSION OF SAN BUENA VENTURA, TRACT NO. I, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF IN THE OFFICE OF COUNTY RECORDER OF SAJD VENTURA COUNTY, RECORDED JN BOOK 2; PAGE 103 OF MISCELLANEOUS RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY POINT OF THAT COURSE SHOWN AS L22” ON THAT PORTION OF LAND SHOWN AS REMAINDER PARCEL” ON THAT CERTAIN PARCEL MAP NO. □D-749 FILED IN BOOK 56, PAGES 22 TO 24 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY, SAID COURSE HAVING A BEARING OF NORTH 14° 39’ 36” WEST AND A LENGTH OF 184.32 FEET, SAID POINT ALSO BEING THE MOST NORTHERLY POINT ON THE 38TH COURSE OF PARCEL C OF PARCEL MAP WAIVER NO. 814 (LOT LINE ADJUSTMENTS) PER DOCUMENT RECORDED FEBRUARY 12, 1998 AS INST. NO. 98--019858, SAID COURSE HAVING A BEARING OF NORTH 14° 39’ 30” WEST AND A LENGTH OF 184.14 FEET; THENCE ALONG SAID COURSE L22 SOUTH 14° 39’ 36 EAST, 184.32 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG COURSE L21 OF SAID PARCEL

1ST SOUTH 40° 20’ 25” WEST, 104.09 FEET; THENCE LEAVING SAID COURSE L21

2ND NORTH 29° 50’ 13” EAST, 107.78 FEET; THENCE

3RD NORTH 10° 17’ 09” EAST, 23.06 FEET TO A POINT ON SAID COURSE L22; THENCE ALONG SAID COURSE L22

4TH SOUTH 14° 39’ 36” EAST, 38.08 FEET TO THE TRUE POINT OF BEGINNING. SAID AREA 1 CONTAINS 1,208 SQUARE FEET.

AREA 2

THAT PORTION OF SUBDIVISION “R”, IN THE RANCHO EX-MISSION OF SAN BUENAVENTURA, TRACT NO. I, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF IN THE OFFICE OF COUNTY RECORDER OF SAID VENTURA COUNTY, RECORDED IN BOOK 2, PAGE 103 OF MISCELLANEOUS RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY POINT OF THAT COURSE SHOWN AS “L22” ON THAT PORTION OF LAND SHOWN AS “REMAINDER PARCEL” ON THAT CERTAIN PARCEL MAP NO. LD-749 FILED IN BOOK 56, PAGES 22 TO 24 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY, SAID COURSE HAVING A BEARING OF NORTH 14° 39’ 36” WEST AND A LENGTH OF 184.32 FEET, SAID POINT ALSO BEING THE MOST NORTHERLY POINT ON THE 38TH COURSE OF PARCEL C OF PARCEL MAP WAIVER NO. 814 (LOT LINE ADJUSTMENTS) PER DOCUMENT RECORDED FEBRUARY 12, 1998 AS INST. NO; 98-019858, SAID COURSE HAVING A

BEARING OF NORTH 14° 39' 30" WEST AND A LENGTH OF 184.14 FEET; THENCE ALONG SAID COURSE L22

1ST SOUTH 14° 39' 36" EAST, 114.23 FEET; THENCE LEAVING SAID COURSE L22

2ND NORTH 21° 47' 17" WEST, 95.80 FEET; THENCE

3RD NORTH 17° 08' 22" EAST, 22.56 FEET TO THE POINT OF BEGINNING.

SAID AREA 2 CONTAINS 679 SQUARE FEET.

### AREA 3

THAT PORTION OF SUBDIVISION "R", IN THE RANCHO EX-MISSION OF SAN BUENAVENTURA, TRACT NO. 1, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF IN THE OFFICE OF COUNTY RECORDER OF SAID VENTURA COUNTY, RECORDED IN BOOK 2, PAGE 103 OF MISCELLANEOUS RECORDS, MORE PARTICULARLY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY POINT OF THAT COURSE SHOWN AS "L22" ON THAT PORTION OF LAND SHOWN AS "REMAINDER PARCEL" ON THAT CERTAIN PARCEL MAP NO. LD-749 FILED IN BOOK 56, PAGES 22 TO 24 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY, SAID COURSE HAVING A BEARING OF NORTH 14° 39' 36" WEST AND A LENGTH OF 184.32 FEET; SAID POINT ALSO BEING THE MOST NORTHERLY POINT ON THE 38TH COURSE OF PARCEL C OF PARCEL MAP WAIVER NO. 814 (LOT LINE ADJUSTMENTS) PER DOCUMENT RECORDED FEBRUARY 12, 1998 AS INST. NO. 98-019858, SAID COURSE HAVING A BEARING OF NORTH 14° 39' 30" WEST AND A LENGTH OF 184.14 FEET; THENCE LEAVING SAID COURSE L22

1ST NORTH 37° 56' 52" EAST, 26.19 FEET; THENCE

2ND NORTH 79° 32' 06" EAST, 29.83 FEET; THENCE

3RD SOUTH 79° 34' 01" EAST, 52.25 FEET; THENCE

4TH SOUTH 86° 05' 46" EAST, 123.56 FEET; THENCE

5TH NORTH 80° 21' 48" EAST; 84.90 FEET TO A POINT ON THAT COURSE SHOWN AS L25 ON SAID PARCEL MAP; THENCE ALONG SAID COURSE L25, L24 & L23

6TH SOUTH 29° 05' 25" WEST, 42.10 FEET; THENCE

7TH SOUTH 70° 35' 25" WEST, 160.23 FEET; THENCE

8TH NORTH 62° 54' 35" WEST, 148.50 FEET TO THE POINT OF BEGINNING.

SAID AREA 3 CONTAINS 15,344 SQUARE FEET.

ALSO EXCEPTING THEREFROM:

THOSE CERTAIN PORTIONS OF THE LAND DESCRIBED IN THE DEEDS TO THE CITY OF SAN BUENAVENTURA, RECORDED APRIL 5, 1948 IN BOOK 823, PAGE 391 AND RECORDED MAY 31, 1949 IN BOOK 874, PAGE 365, BOTH OF OFFICIAL RECORDS OF VENTURA COUNTY.

ALSO EXCEPT FROM SAID LAND ALL RIGHTS TO OIL AND GAS AND OTHER HYDROCARBON SUBSTANCES OR OTHER MINERALS BELOW A DEPTH OF FIVE HUNDRED FIFTY FEET (550'), TOGETHER WITH THE RIGHT TO DRILL THROUGH THE SUBSURFACE THEREOF BELOW SAID DEPTH OF FIVE HUNDRED FIFTY FEET (550'), EITHER WITHIN SAID LAND OR TO ANY OTHER LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY.

ALSO EXCEPTING THEREFROM:

ALL PROPERTY, RIGHTS AND REVERSIONS TRANSFERRED AND ASSIGNED BY VENTURA LAND AND WATER COMPANY TO LLOYD CORPORATION, LTD., A CALIFORNIA CORPORATION, AND TO SOUTH BASIN OIL COMPANY, A CALIFORNIA CORPORATION, IN AND BY THAT CERTAIN "CONTRACT CONCERNING PARTICIPATION IN OIL AND GAS PROCEEDS", DATED JUNE 9, 1938, EXECUTED BY SAID VENTURA LAND AND WATER COMPANY, LLOYD CORPORATION, LTD. AND SOUTH BASIN OIL COMPANY, AND RECORDED JUNE 16, 1938 IN BOOK 564, PAGE 161 OF OFFICIAL RECORDS OF SAID VENTURA COUNTY.

For conveyancing purposes only: APN:074-0-0 10-115

COUNTY LAND

Real property in an unincorporated area, County of Ventura, State of California, described as follows:

THAT PORTION OF SUBDIVISION "R" OF THE RANCHO EX-MISSION OF SAN BUENAVENTURA, TRACT NO. 1, PARTLY WITHIN THE CITY OF SAN BUENAVENTURA, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGE 103 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SHOWN AND DESCRIBED AS PARCEL B IN PARCEL MAP WAIVER NO. 814 (LOT LINE ADJUSTMENT) RECORDED FEBRUARY 12, 1998 AS DOCUMENT NO. 98-019858, OFFICIAL RECORDS, VENTURA COUNTY, CALIFORNIA.

EXCEPT ALL PROPERTY, RIGHTS AND REVERSIONS TRANSFERRED AND ASSIGNED BY VENTURA LAND AND WATER COMPANY TO LLOYD CORPORATION, LTD., A CALIFORNIA CORPORATION, AND TO SOUTH BASIN OIL COMPANY, A CALIFORNIA CORPORATION, IN AND BY THAT CERTAIN "CONTRACT CONCERNING PARTICIPATION IN OIL AND GAS PROCEEDS", DATED JUNE 9, 1938, EXECUTED BY SAID VENTURA LAND AND WATER COMPANY, LLOYD CORPORATION, LTD. AND SOUTH BASIN OIL COMPANY, AND RECORDED JUNE 16, 1938 IN BOOK 564, PAGE 161 OF OFFICIAL RECORDS OF SAID VENTURA COUNTY.

ALSO EXCEPT ALL RIGHTS TO OIL AND GAS AND OTHER HYDROCARBON SUBSTANCES OR OTHER MINERALS BELOW A DEPTH OF FIVE HUNDRED FIFTY FEET (550'), TOGETHER WITH THE RIGHT TO DRILL THROUGH THE SUBSURFACE THEREOF BELOW SAID DEPTH OF FIVE HUNDRED FIFTY FEET (550'), EITHER WITHIN SAID LAND OR TO ANY OTHER LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY.

For conveyancing purposes only: APN: 064-0-150-155 (affects portion of said land) and 064-0-160-235 (affects portion of said land)

**EXHIBIT B**

**[Legal Description of City Property]**

A portion of Land in the City of San Buenaventura, County of Ventura, State of California, described as follows,

All of that Parcel A as granted in that City Clerk Deed File# 588 recorded in the Book 857 of Official Records, page 568 on 09 February, 1949 in the County Recorder's office of said county.

Containing 5.05 acres, more or less.

**EXHIBIT C**

**[Depiction of Location of Access Road]**

