

LAW OFFICE OF K.M. NEISWENDER  
Land Use • Business • Environmental

AUG 23 2018

Phone: 805.654.1557  
Cel: 805.320.2520

email: [KateLawVentura@gmail.com](mailto:KateLawVentura@gmail.com)

Ventura Office: 770 County Square Drive, #101  
San Bernardino Office: 473 E. Carnegie Drive, 2<sup>nd</sup> Flr.

Mailing:  
Post Office Box 1225  
Blue Jay, California 92317

August 16, 2018

Kim Prilhart  
Planning Director  
800 So Victoria Ave.  
Ventura CA 93009

Re: Agreement between Tash and County  
Regarding Agreements Imposes Biological Restrictive Covenants

Dear Ms. Prilhart:

I am writing on behalf of George and Debra Tash, owners of a large area of land off Tierra Rejada Road in Somis. In 2012, after months of negotiation, the Tashes entered into a written agreement with the County imposing a "Biological Restricted Covenant" on their property. Your office and County Counsel both provided input. There were agreements recorded that bind multiple parcels, but each agreement is identical. For that reason, I attach only one of the agreements here for your reference.

The Agreements were recorded with the County Recorder's Office, and basically take a wide section the length of the Tash property for a wildlife corridor. The Agreements state the corridor could be reduced in size, if certain conditions were met. However, if you review the conditions, I think you will agree that the "Biological Restrictive Covenants" are extremely protective of wildlife passage and biological integrity. The Agreements were entered into only after much discussion, negotiated, and vetted by the County's lawyers. We contend these Agreements are still valid and will remain valid as the property is developed to its full potential.

The reason I am writing to you is because of the planned modifications to the wildlife corridor protection regulations. I want to confirm that you, as Director of Planning, agree that the specific terms of the 2012 Agreements control development of this property, rather than the more general regulations as modified through your current process. If the property owner wishes to pursue any further development of the land, I ask you to **confirm** that the written Agreements will take precedence, regardless of changes to current regulations.

We have no desire to become embroiled in the regulatory revisions, especially if you can confirm the Agreements that have been agreed upon and recorded govern development of this land. Thank you for your cooperation.

Sincerely,

  
Kate M. Neiswender

cc: Attachment

County of Ventura  
Planning Commission Hearing  
PL16-0127  
Exhibit 24 – Tash Comment Letter and  
Staff Response

**RECORDING REQUESTED BY:**

FJS Land Consulting  
594 Stoney Peak Court  
Simi Valley, CA 93065  
ATTN: Frank J. Sobecki



**RETURN TO:**

VENTURA COUNTY PLANNING DIVISION  
800 S. VICTORIA AVENUE L#1740  
VENTURA, CA 93009  
ATTN: Michelle Glueckert D'Anna

**ASSESSOR PARCEL NOS.:** 500-0-392-085 (portion)

**CASE NO:** SD08-0037

**DATE OF PERMIT APPROVAL:** May 27, 2010

**DECLARATION AND AGREEMENT TO RESTRICT THE USE OF PROPERTY -  
BIOLOGICAL RESTRICTIVE COVENANT (Parcel 3)**

**This Declaration and Agreement to Restrict the Use of Property** with a BIOLOGICAL RESTRICTIVE COVENANT) RESTRICTIVE COVENANT as hereinafter set forth ("RESTRICTIVE COVENANT") is made by the Property Owner: George Tash and Debra B. Tash, Trustees of the George Tash and Debra B. Tash Inter Vivos Trust Agreement dated 11/25/1985 and Fully Reinstated 5/19/1999 ("OWNER"). OWNER promises and agrees to restrict the use of the PROPERTY described below in accordance with the terms, conditions and restrictions of this RESTRICTIVE COVENANT.

1. **PROPERTY:** OWNER is the record owner of the following described real property consisting of:

Parcel 3, in the County of Ventura, State of California, as shown on parcel map No. 5490 filed in Book 69, Page 49-51 of Parcel Maps in the office of the County Recorder of said County.

2. **RESTRICTED AREA:** OWNER agrees to restrict the use of a certain portion of the PROPERTY, the description of which is attached as EXHIBIT A (TEXT) and EXHIBIT B (MAP) (the "RESTRICTED AREA"), in accordance with the terms, conditions and restrictions of this RESTRICTIVE COVENANT

**RECORDING REQUESTED BY:**

FJS Land Consulting  
594 Stoney Peak Court  
Simi Valley, CA 93065  
ATTN: Frank J. Sobecki

  
20121005-00178295-0 1/18  
Ventura County Clerk and Recorder  
MARK A. LUNN  
10/05/2012 08 00 00 AM  
655470 \$66.00 MA

**RETURN TO:**

VENTURA COUNTY PLANNING DIVISION  
800 S. VICTORIA AVENUE L#1740  
VENTURA, CA 93009  
ATTN: Michelle Glueckert D'Anna

**ASSESSOR PARCEL NOS.:** 500-0-392-015 and a portion of 500-0-392-085

**CASE NO:** SD08-0037

**DATE OF PERMIT APPROVAL:** May 27, 2010

**DECLARATION AND AGREEMENT TO RESTRICT THE USE OF PROPERTY -  
BIOLOGICAL RESTRICTIVE COVENANT (Parcel 4)**

This Declaration and Agreement to Restrict the Use of Property with a BIOLOGICAL RESTRICTIVE COVENANT) RESTRICTIVE COVENANT as hereinafter set forth ("RESTRICTIVE COVENANT") is made by the Property Owner: George Tash and Debra B. Tash, Trustees of the George Tash and Debra B. Tash Inter Vivos Trust Agreement dated 11/25/1985 and Fully Reinstated 5/19/1999 ("OWNER"). OWNER promises and agrees to restrict the use of the PROPERTY described below in accordance with the terms, conditions and restrictions of this RESTRICTIVE COVENANT.

1. **PROPERTY:** OWNER is the record owner of the following described real property consisting of:

Parcel 4, in the County of Ventura, State of California, as shown on parcel map No. 5490 filed in Book 69, Page 49-51 of Parcel Maps in the office of the County Recorder of said County.

2. **RESTRICTED AREA:** OWNER agrees to restrict the use of a certain portion of the PROPERTY, the description of which is attached as EXHIBIT A (TEXT) and EXHIBIT B (MAP) (the "RESTRICTED AREA"), in accordance with the terms, conditions and restrictions of this RESTRICTIVE COVENANT

3. **PROJECT:** OWNER has applied to the County of Ventura, Planning Division, ("COUNTY") for a Parcel Map No. 5490 ("PROJECT"). The proposed PROJECT will create four new parcels and a designated remainder parcel.
4. **CONDITIONAL APPROVAL OF PROJECT:** The PROJECT was tentatively and conditionally approved by the Planning Director on May 27, 2010, with Condition No. 13 that state(s) as follows:

The Property Owner must comply with Mitigation Measure BIO1 (either Option 1 or Option 2) of the MND, and the Mitigation Monitoring and Reporting Program prepared for this project (Staff Report Exhibit 6).

*Mitigation Measure Option 1:* As a condition to the Parcel Map, a wildlife passage (WP) shall be protected from development and a buffer shall protect the WP from light, noise and other disturbances as described below.

**Wildlife Passage** – The WP areas shall be 100 feet wide on both sides of the Watershed Protection District's drainage easement along the length of the Arroyo Santa Rosa through the Parcel Map (see Figure 1 – Biological Mitigation Measure Option 1). In these areas, all development is prohibited and only in-ground crop production or landscaping/restoration with native plants is permitted. Fences and walls are also prohibited within the WP. In addition, outdoor lighting on the subject properties shall not be projected into the WP areas.

Development is defined here as the construction, placement or erection of any solid material or structure; and grading, paving, removing, dredging, or disposal of any materials.

**Buffers** – There shall be Buffers 100 feet wide bordering the entire length of both sides of the WP areas (see Figure 1 - Biological Mitigation Measure Option 1). If development occurs within a Buffer, a hedgerow of shrubs, native to Ventura County and reaching at least 8 feet in height at maturity, shall be planted along the entire distance of the boundary between the WP and the Buffer on the parcel where the development is occurring. (Note: Certain types of development within the buffers may be prohibited by the Watershed Protection District, where the Buffers overlap the floodway.) The plant palette for the hedgerow must consist of a selection from the following shrubs or similar native shrubs: coyote brush (*Baccharis pilularis*), mulefat (*Baccharis salicifolia*), California rose (*Rosa californica*), elderberry (*Sambucus Mexicana*), and various native species of willow (*Salix* spp.). Other trees, shrubs, or herbs may be added to the plant palette, as long as the species selected are native to Ventura County, and the overall design of the hedgerow effectively screens the WP.

Concurrent with recordation of the Parcel Map, a restrictive covenant approved by the Planning Director stating the terms and conditions of Mitigation Measure Option 1 shall be recorded.

*Mitigation Measure Option 2:* Mitigation Measure Option 2 may be implemented (1) in lieu of Mitigation Measure Option 1 prior to recordation of the Parcel Map or (2) after the Parcel Map is recorded, to modify the conditions to the Parcel Map described under Mitigation Measure Option 1 above. All of the following conditions must be satisfied to implement Mitigation Measure Option 2:

- (1) The property owner must provide to the Planning Division for approval a plan that is in substantial conformance with the Wildlife Habitat Development Plan (WHDP) prepared by the Natural Resources Conservation Service (NRCS) as set forth in Attachments 1, 2, and 3 (the "Plan"). Specifically, the vegetated bank, riparian buffer, and hedgerow in the Plan must be at least 45 feet in width on each side of the finished channel bottom along the length of the Arroyo Santa Rosa through the Parcel Map and shall exclude any roads required by the Watershed Protection District to access the channel (the "Protected Area"). In addition, the plant palette for the Protected Area must include only plants native to Ventura County.
- (2) Prior to approval of the Plan, the property owner must obtain all necessary permits to perform work within or near the channel and to implement the Plan, including but not limited to a Ventura County Watershed Protection District Watercourse or Encroachment Permit.
- (3) To demonstrate to the Planning Division that the work to implement the Plan has been completed, including widening the banks of the channel and planting the vegetated bank, riparian buffer, and hedgerow, the property owner must provide to the Planning Division photo-documentation and as-built plans.
- (4) The completed Protected Area must be maintained according to the approved Plan.
- (5) Development shall be prohibited in the Protected Area.
- (6) A Restrictive Covenant approved by the Planning Division stating the terms and conditions of Mitigation Measure Option 2 must be recorded. If Mitigation Measure Option 2 is implemented in lieu of Mitigation Measure Option 1, then the Restrictive Covenant must record concurrently with the Parcel Map. If Mitigation Measure Option 2 is implemented after the Parcel Map and the Restrictive Covenant required by Mitigation Measure Option 1 has recorded, then the Restrictive Covenant required by Mitigation Measure Option 2 must record once the Planning Division has confirmed that the Plan has been implemented pursuant to condition (3), above. After the Restrictive Covenant for Mitigation Measure Option 2 is recorded, the Restrictive Covenant for Mitigation Measure Option 1 may be released.
- (7) The terms and conditions of Mitigation Measure Option 2 must be made conditions of the Parcel Map.



**5. RESTRICTIONS ON USE OF PROPERTY:**

Development is defined herein as the construction, placement or erection of any solid material or structure; and grading, paving, removing, dredging, or disposal of any materials.

Wildlife Passage (WP) – Within the WP described in Exhibit A and illustrated in Exhibit B, all development is prohibited and only in-ground crop production or landscaping/restoration with native plants is permitted. Fences and walls are also prohibited within the WP. In addition, outdoor lighting on the subject properties shall not be projected into the WP areas.

Buffers – Prior to development within the Buffer described in Exhibit A and illustrated in Exhibit B, the OWNER shall apply for a Zoning Clearance (Requiring Special Review) and demonstrate to the satisfaction of the Planning Director that a hedgerow of shrubs, native to Ventura County and reaching at least 8 feet in height at maturity, has been planted along the entire distance of the boundary between the WP and the Buffer on the parcel where the development is occurring. (Note: Certain types of development within the buffers may be prohibited by the Watershed Protection District, where the Buffers overlap the floodway.) The plant palette for the hedgerow must consist of a selection from the following shrubs or similar native shrubs: coyote brush (*Baccharis pilularis*), mulefat (*Baccharis salicifolia*), California rose (*Rosa californica*), elderberry (*Sambucus Mexicana*), and various native species of willow (*Salix* spp.). Other trees, shrubs, or herbs may be added to the plant palette, as long as the species selected are native to Ventura County, and the overall design of the hedgerow effectively screens the WP.

The above-described terms and condition(s) shall be referred to herein as the "RESTRICTIONS."

6. **NOTICE OF RESTRICTIONS ON USE OF PROPERTY:** The recordation of this RESTRICTIVE COVENANT is to inform the present and future owners of the PROPERTY, in whole or in part, of the RESTRICTIONS which are binding and enforceable upon them.

**AGREEMENT**

7. **EFFECTIVE DATE:** This RESTRICTIVE COVENANT is effective upon its recordation.
8. **RECORDATION OF RESTRICTIVE COVENANT REQUIRED FOR PROJECT APPROVAL:** OWNER acknowledges and agrees that without the imposition of this RESTRICTIVE COVENANT, the PROJECT cannot be in compliance with the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq. and the CEQA Guidelines, 14 Cal. Code of Regs. Section 15000 et seq., specifically that the Mitigated Negative Declaration prepared for the PROJECT could not have been certified by the COUNTY and therefore, the PROJECT could not have been approved by the COUNTY. Accordingly, this RESTRICTIVE COVENANT is a necessary prerequisite for the COUNTY'S approval of the PROJECT.

9. **COMPLIANCE WITH SECTION No. 5 (Restrictions on Use of Property):** OWNER agrees to comply with each and every RESTRICTION set forth in Section No. 5 as stated above.
10. **MODIFICATIONS, CHANGES, AMENDMENTS, AND TERMINATION OF RESTRICTIVE COVENANT:** The terms of this RESTRICTIVE COVENANT, including but not limited to the RESTRICTIONS, may only be modified, amended, terminated, or revoked by the prior written authorization and consent of the COUNTY Planning Director ("CONSENT TO AMEND OR TERMINATE"). To be effective, a CONSENT TO AMEND OR TERMINATE must be executed by the COUNTY Planning Director or his/her designee and recorded in the Official Records of the COUNTY. Any attempt to modify, amend, terminate, or revoke any the RESTRICTIVE COVENANT or the terms thereof without an effective CONSENT TO AMEND OR TERMINATE shall be deemed a violation and material breach of this RESTRICTIVE COVENANT subject to the provisions of Section 14 below.
11. **COUNTY AS BENEFICIARY OF RESTRICTIVE COVENANT:** The OWNER hereby designates COUNTY as a beneficiary of this RESTRICTIVE COVENANT with all legal and equitable rights to enforce the terms of this RESTRICTIVE COVENANT as well as any agreement made with OWNER to remedy a violation. The COUNTY may use any legal and/or equitable means available to it to enforce the terms and conditions of this RESTRICTIVE COVENANT including but not limited to those means authorized herein. The OWNERS also agrees that the COUNTY may also recover its costs of enforcement of any violation of this RESTRICTIVE COVENANT from the OWNER.
12. **PROPERTY ACCESS:** To ensure ongoing compliance with this RESTRICTIVE COVENANT, the OWNER hereby authorizes and gives permission to the COUNTY, as well as its employees, contractors, and agents, to enter upon the PROPERTY in a reasonable manner and at reasonable times with notice to the OWNER. In order to prevent, terminate, or mitigate a violation of the terms of this RESTRICTIVE COVENANT, the COUNTY, as well as its employees, contractors, and agents, may enter upon the PROPERTY in a reasonable manner and at reasonable times without prior notice to the OWNER where such entry is necessary as reasonably determined by the COUNTY.
13. **RESTRICTIVE COVENANT RUNS WITH LAND:** All terms and conditions set forth in this RESTRICTIVE COVENANT shall constitute covenants, equitable servitudes, and restrictions which shall run with the land, and shall be binding and enforceable upon the OWNER and all his/her/its heirs, successors in interest and assigns of the PROPERTY forever. The RESTRICTIVE COVENANT shall be enforceable by COUNTY. The term "OWNER" as used herein shall include OWNER'S heirs, successors in interest and assigns of the PROPERTY.

14. **VIOLATION OF RESTRICTIVE COVENANT:** Any violation of any term or condition of this RESTRICTIVE COVENANT shall be deemed a breach thereof and a violation of the Ventura County Ordinance Code ("COUNTY CODE") and of the PROJECT'S terms and conditions. Any rights, remedies, and sanctions provided by the COUNTY CODE for violations of the COUNTY CODE, including but not limited to possible criminal prosecution, shall apply to violations of this RESTRICTIVE COVENANT at the discretion of the COUNTY. Each day a violation occurs shall be deemed a separate violation.

OWNER, including any heir, successor and assignee, is responsible for any and all violations of the RESTRICTIVE COVENANT regardless of who caused the violation or how it was caused.

OWNER has the affirmative duty to notify the COUNTY of any violation of this RESTRICTIVE COVENANT within 3 business days of OWNER's discovery of a violation.

15. **SANCTIONS AND REMEDIES FOR VIOLATIONS:** If the County has reasonable cause to believe that there is a violation of this RESTRICTIVE COVENANT, COUNTY will provide written notice to the OWNER of the violation ("NOTICE"). OWNER shall have thirty (30) days after receipt of such NOTICE to either: (1) completely remedy the violation to the satisfaction of the COUNTY Planning Director; (2) formulate a remedy and/or restoration plan, which shall include a specific time line to complete the remedy, in writing for COUNTY Planning Director review and approval ("REMEDY PLAN"); or (3) file an appeal of such NOTICE in accordance with the Appeals procedures in the Non-Coastal Zoning Ordinance section 8111-7 et seq, as amended from time to time.

In the event the violation(s) is not be remedied or if the PROPERTY is not restored to its original, pre-violation condition, the COUNTY may require OWNER to offset the damage caused by the violation(s) by making in-lieu monetary payments, which are to be determined by the County, to a County administered property restoration fund or by agreeing to place a RESTRICTIVE COVENANT on other property he/she/it owns in the County or by undertaking and completing any other reasonable means to offset the damage caused by the violation(s), including but not limited to those set forth in the COUNTY CODE, or any combination of these remedial actions.

If the violation is not completely remedied within thirty (30) days of the NOTICE, or in accordance with and within the time frame set forth in the County-approved REMEDY PLAN, or if appealed, within thirty (30) days of a denial of his/her/its initial appeal, then the COUNTY may, at its sole discretion, undertake to enforce this RESTRICTIVE COVENANT and/or REMEDY PLAN by any legal and equitable means available including, but not limited to the following:

- a. Filing a civil action seeking to enjoin the violation, enforce the terms of this RESTRICTIVE COVENANT or REMEDY PLAN, enjoin any activity on, or use of the



PROPERTY that is inconsistent with the purpose of this RESTRICTIVE COVENANT, compel full restoration of the PROPERTY and/or compel compliance with the RESTRICTIVE COVENANT, REMEDY PLAN, COUNTY CODE or any applicable law;

- b. Revoking any related COUNTY issued permits or land use entitlements if applicable;
- c. Seeking an abatement order pursuant to the COUNTY CODE or any other applicable administrative proceeding;
- d. Recording a Notice of Non-Compliance in accordance with the COUNTY CODE;
- e. Imposing civil penalties and fines as authorized by state law and/or COUNTY CODE, including recordation of a lien against the PROPERTY;
- f. Referring the violation to the District Attorney for criminal prosecution;
- g. Recovering COUNTY costs of enforcement of the violation, including recordation of a lien against the PROPERTY for those costs; and/or
- h. Seeking any other legal or equitable causes of action, remedies and/or sanctions authorized by law, including but not limited to those provided in the COUNTY CODE.

Any forbearance by COUNTY to exercise its rights hereunder in the event of any violation of this RESTRICTIVE COVENANT shall not be deemed or construed to be a waiver of the COUNTY'S rights to enforce that violation or any subsequent violation. This anti-waiver provision shall apply regardless of the number of violations of this RESTRICTIVE COVENANT which occur, or the length of time the violation remains un-enforced.

- 16. **NOTIFICATION OF RESTRICTIVE COVENANT:** In addition to being recorded, the terms and conditions of this RESTRICTIVE COVENANT shall be explicitly included in any instrument of transfer, conveyance, or encumbrance of the PROPERTY or any part thereof.
- 17. **NOTICES:** All notices given pursuant to this RESTRICTIVE COVENANT shall be in writing and given by (i) personal delivery, (ii) registered or certified mail, postage prepaid, return receipt requested, or (iii) overnight delivery or facsimile to the parties at the addresses set forth below:

**To OWNER:**

George Tash and Debra B. Tash  
5777 Balcom Canyon Road  
Somis, CA 93066

**To COUNTY: VENTURA COUNTY PLANNING DIVISION**

800 S. Victoria Avenue L#1740  
Ventura, CA 93009  
Attn: Planning Director  
FAX: 805-654-2509

Any party may, from time to time, by written notice to the other, designate a different address, which shall be substituted for the one specified above.


18. **KNOWING, VOLUNTARY AGREEMENT:** Each party to this RESTRICTIVE COVENANT acknowledges that it has been represented by legal counsel, and that each party has read, reviewed, understood, accepted, and has had the benefit of legal counsel's advice concerning, all the terms and conditions of this RESTRICTIVE COVENANT.

19. **AUTHORITY TO EXECUTE:** Each party to this RESTRICTIVE COVENANT represents and warrants that the person who has signed this RESTRICTIVE COVENANT on its behalf is duly authorized to enter into this Agreement, and to bind that party to the terms and conditions of this RESTRICTIVE COVENANT.

Attachments:

- Exhibit A – Legal Description of PROPERTY
- Exhibit B – Map of RESTRICTED AREA (SD08-0037)
- Attachment 2 – WHDP Cross Section
- Attachment 3 – Plant Palette for the WHDP, prepared by NRCS

References (NOTE: Documents are on file with the Planning Division, Case No. SD08-0037);  
Figure 1 – Biological Mitigation Measure Option 1  
Attachment 1 – Biological Mitigation Measure Option 2

  
\_\_\_\_\_  
Kim L. Prillhart, Director  
Ventura County Planning Division

7-24-12  
\_\_\_\_\_  
Date

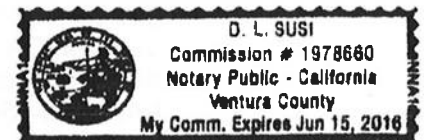
STATE OF CALIFORNIA)  
COUNTY OF VENTURA)

On July 25, 2012, before me, Denise L. Susi, Notary Public, personally appeared Kim L. Prillhart, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature D. L. Susi (Seal)  
\_\_\_\_\_  
Signature of the Notary Public



George Tash, Trustee Dated 7/23/2012

George Tash  
Trustee of the George Tash and Debra B. Tash Inter Vivos Trust  
Agreement dated 11/25/1985 and Fully Reinstated 5/19/1999

Debra B. Tash, Trustee Dated 7/23/2012

Debra B. Tash  
Trustee of the George Tash and Debra B. Tash Inter Vivos Trust  
Agreement dated 11/25/1985 and Fully Reinstated 5/19/1999

STATE OF CALIFORNIA)

COUNTY OF VENTURA)

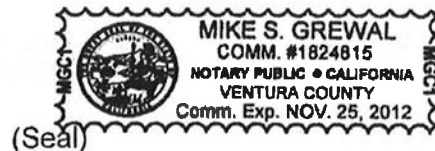
On July 23, 2012, before me, Mike S. Grewal,  
Notary Public, personally appeared George Tash & Debra B. Tash,  
who proved to me on the basis of satisfactory evidence to be the person whose name is  
subscribed to the within instrument and acknowledged to me that he/she executed the  
same in his/her authorized capacity, and that by his/her signature on the instrument the  
person or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

[Signature]  
Signature of the Notary Public



**EXHIBIT "A"**

**PARCEL MAP No. 5490  
BIOLOGICAL RESTRICTED AREA  
EASEMENT (OPTION 1)**

**PARCEL "A" (SAFE WILDLIFE PASSAGE)**

THOSE PORTIONS OF PARCELS 1, 2, 3, 4 AND THAT PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT No. 20050906-0221115, OF OFFICIAL RECORDS (ALSO SHOWN AS "DESIGNATED REMAINDER") PER PARCEL MAP No. 5490 IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, RECORDED IN BOOK 69, PAGES 49 THROUGH 51, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 230 FEET WIDE, LYING 115 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE WESTERLY COMMON CORNER OF SAID PARCELS 3 AND 4, SAID POINT BEING THE **TRUE POINT OF BEGINNING**, THENCE, NORTHEASTERLY ALONG SAID COMMON LINE AND THE PROLOGATION THEREOF THE FOLLOWING COURSE;

1<sup>ST</sup> NORTH 79°17'28" EAST 1477.16 FEET TO THE NORTHERLY LINE OF SAID DESIGNATED REMAINDER BEING SOUTH 89°58'24" WEST 401.42 FEET FROM THE NORTHEAST CORNER OF SAID DESIGNATED REMAINDER.

THE SIDELINES OF SAID STRIP SHALL TERMINATE WESTERLY ON THE WESTERLY LINES OF SAID PARCELS 3 AND 4 AND EASTERLY ON THE EASTERLY LINE OF SAID PARCEL 1 AND EASTERLY ON THE EASTERLY LINE OF SAID DESIGNATED REMAINDER.

CONTAINING: 335,940 sq. ft. or 7.71 ACRES, MORE OR LESS.

SUBJECT TO: ALL COVENANTS, RIGHTS, RIGHT-OF-WAYS AND EASEMENTS OF RECORD.

EXHIBIT "B": ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

**PARCEL "B" (BUFFER ZONE)**

THOSE PORTIONS OF PARCELS 1, 2, 3, 4 AND THAT PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT No. 20050906-0221115, OF OFFICIAL RECORDS (ALSO SHOWN AS "DESIGNATED REMAINDER") PER PARCEL MAP No.

5490 IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, RECORDED IN BOOK 69, PAGES 49 THROUGH 51, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 430 FEET WIDE, LYING 215 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE WESTERLY COMMON CORNER OF SAID PARCELS 3 AND 4, SAID POINT BEING THE **TRUE POINT OF BEGINNING**, THENCE, NORTHEASTERLY ALONG SAID COMMON LINE AND THE PROLOGATION THEREOF THE FOLLOWING COURSE;

1<sup>ST</sup> NORTH 79°17'28" EAST 1477.16 FEET TO THE NORTHERLY LINE OF SAID DESIGNATED REMAINDER BEING SOUTH 89°58'24" WEST 401.42 FEET FROM THE NORTHEAST CORNER OF SAID DESIGNATED REMAINDER.


THE SIDELINES OF SAID STRIP SHALL TERMINATE WESTERLY ON THE WESTERLY LINES OF SAID PARCELS 3 AND 4 AND EASTERLY ON THE EASTERLY LINE OF SAID PARCEL 1 AND EASTERLY ON THE EASTERLY LINE OF SAID DESIGNATED REMAINDER.

**EXCEPT ALL OF THE ABOVE DESCRIBED PARCEL "A".**

CONTAINING: 282,307 sq. ft. or 6.48 ACRES, MORE OR LESS.

SUBJECT TO: ALL COVENANTS, RIGHTS, RIGHT-OF-WAYS AND EASEMENTS OF RECORD.

EXHIBIT "B": ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

  
FRANK J. SOBECKI  
PLS 5975

8/8/2012



**EXHIBIT "A"**

**PARCEL MAP No. 5490  
BIOLOGICAL RESTRICTED AREA  
EASEMENT (OPTION 2)**

**PARCEL "A" (WILDLIFE HABITAT DEVELOPMENT AREA)**

THOSE PORTIONS OF PARCELS 1, 2, 3, 4 AND THAT PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT No. 20050906-0221115, OF OFFICIAL RECORDS (ALSO SHOWN AS "DESIGNATED REMAINDER") PER PARCEL MAP No. 5490 IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, RECORDED IN BOOK 69, PAGES 49 THROUGH 51, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 100 FEET WIDE, LYING 50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

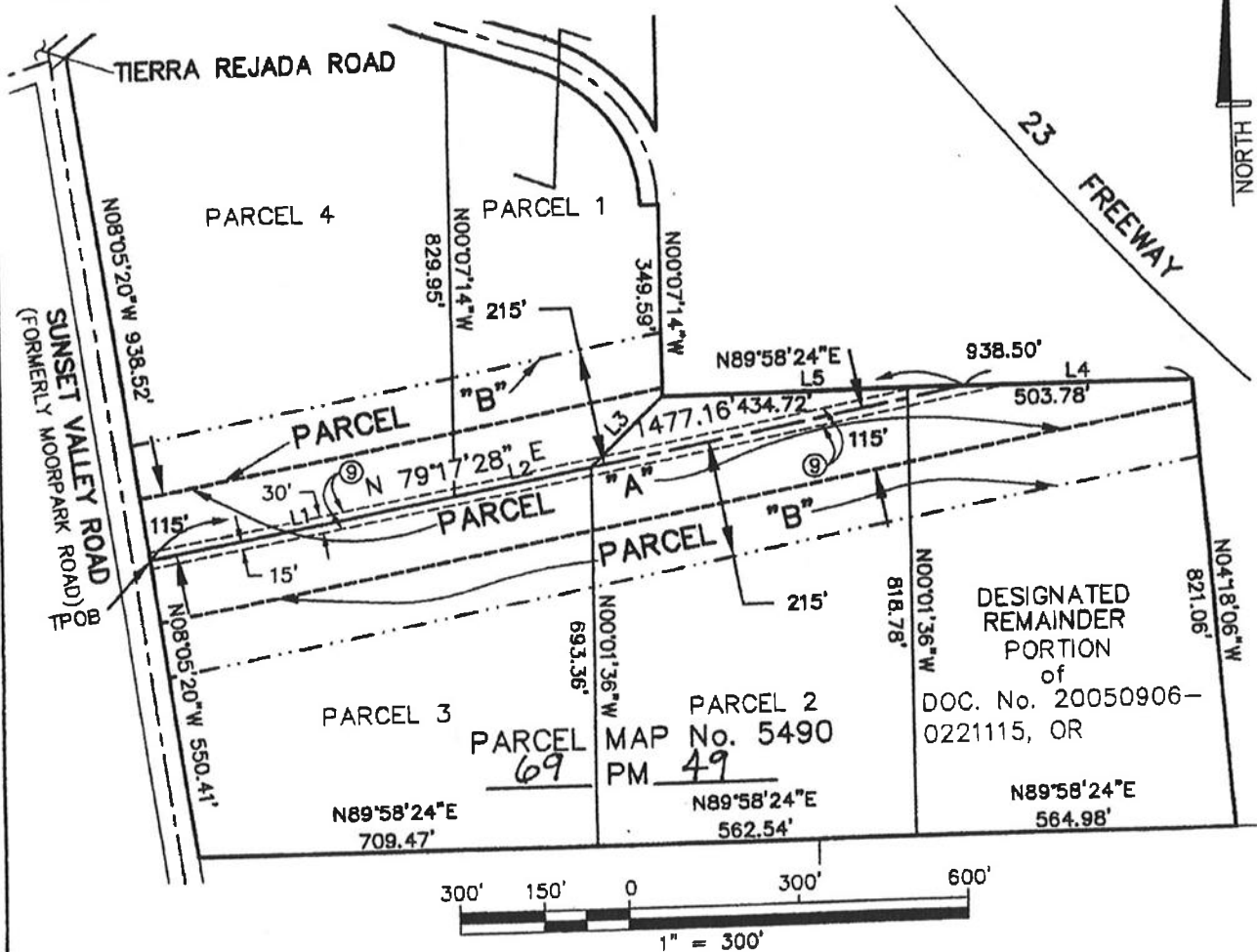
COMMENCING AT THE WESTERLY COMMON CORNER OF SAID PARCELS 3 AND 4, SAID POINT BEING THE **TRUE POINT OF BEGINNING**, THENCE, NORTHEASTERLY ALONG SAID COMMON LINE AND THE PROLOGATION THEREOF THE FOLLOWING COURSE;

1<sup>ST</sup> NORTH 79°17'28" EAST 1477.16 FEET TO THE NORTHERLY LINE OF SAID DESIGNATED REMAINDER BEING SOUTH 89°58'24" WEST 401.42 FEET FROM THE NORTHEAST CORNER OF SAID DESIGNATED REMAINDER.

THE SIDELINES OF SAID STRIP SHALL TERMINATE WESTERLY ON THE WESTERLY LINES OF SAID PARCELS 3 AND 4 AND EASTERLY ON THE NORTHERLY LINE OF SAID PARCEL 2 AND EASTERLY ON THE NORTHERLY LINE OF SAID DESIGNATED REMAINDER.



# EXHIBIT "B"



LINE TABLE		
COURSE	BEARING	LENGTH
L1	N79°17'28"E	552.42'
L2	N79°17'28"E	248.12'
L3	N45°30'58"E	179.07'
L4	N89°58'24"E	401.42'
L5	N89°58'24"E	537.08'

PARCEL "A" - SAFE WILDLIFE PASSAGE  
 PARCEL "B" - BUFFER ZONE  
 TPOB - TRUE POINT OF BEGINNING

- ⑨ An easement in favor of the State of California for drainage and incidental purposes in the document recorded August 11, 1967 as in Book 3180, Page 283 of Official Records.

Frank J. Sobecki, PLS  
 CONSULTING  
 FJS Land Consulting  
 14818 Quezada Way  
 Santa Clarita, CA 91387  
 (805) 501-4075

PARCEL MAP No. 5490  
 Biological Restricted Area  
 Easement (Option 1)  
 IN FAVOR OF  
 COUNTY OF VENTURA

DRAWN BY: FJS  
 CHECKED BY: FJS  
 DATE: 8/8/2012  
 SCALE: 1" = 300'  
 SHT 1 OF 1

CONTAINING: 147,715 sq. ft. or 3.39 ACRES, MORE OR LESS.

SUBJECT TO: ALL COVENANTS, RIGHTS, RIGHT-OF-WAYS AND EASEMENTS  
OF RECORD.

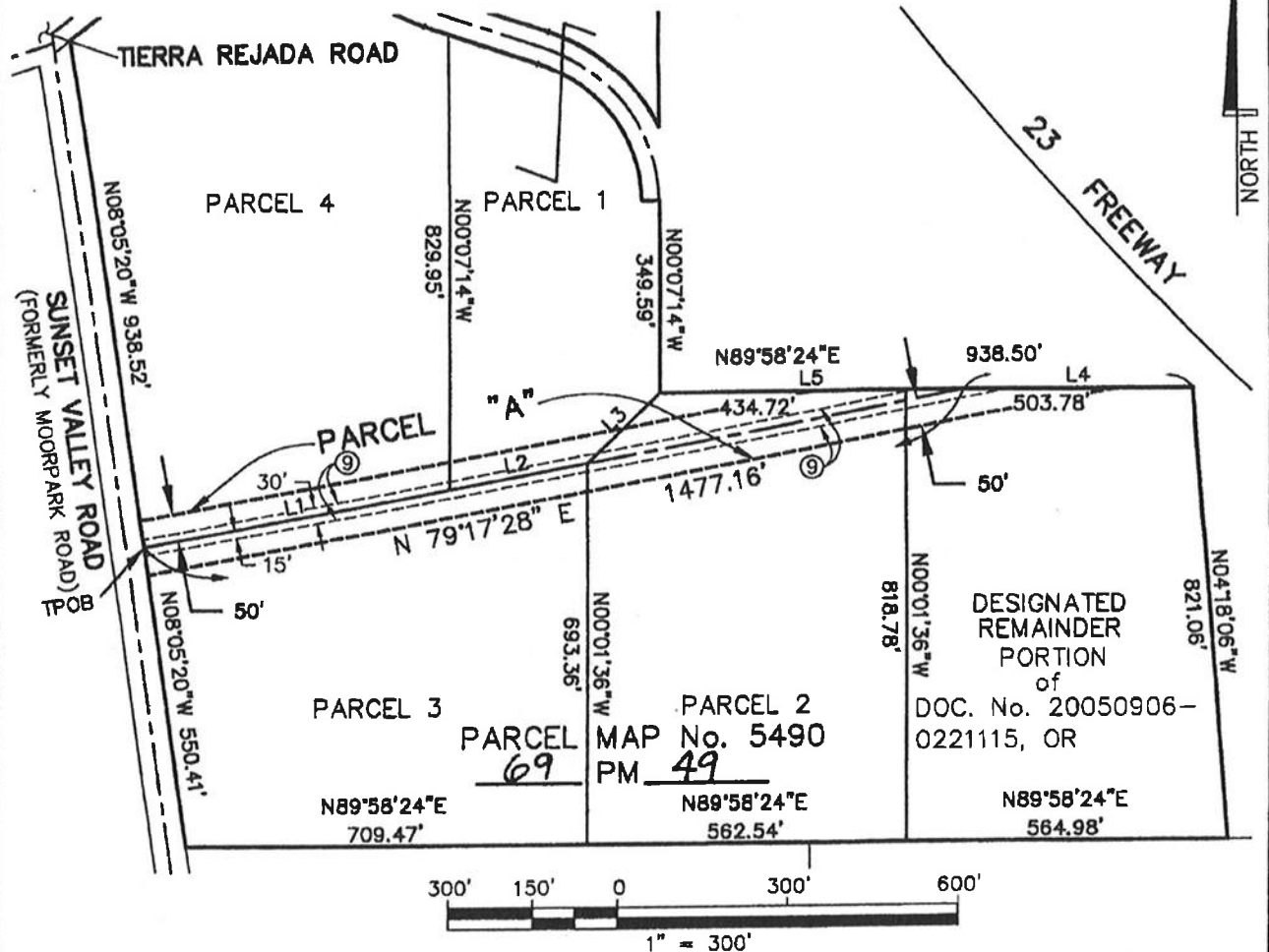
EXHIBIT "B": ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

  
FRANK J. SOBECKI  
PLS 5975

8/8/2012



# EXHIBIT "B"



## LINE TABLE

COURSE	BEARING	LENGTH
L1	N79°17'28"E	552.42'
L2	N79°17'28"E	248.12'
L3	N45°30'58"E	179.07'
L4	N89°58'24"E	401.42'
L5	N89°58'24"E	537.08'

PARCEL "A" - WILDLIFE HABITAT DEVELOPMENT AREA

TPOB - TRUE POINT OF BEGINNING

- ⑨ An easement in favor of the State of California for drainage and incidental purposes in the document recorded August 11, 1967 as in Book 3180, Page 283 of Official Records.

Frank J. Sobecki, PLS  
FJS Land Consulting  
14818 Quezada Way  
Santa Clarita, CA 91387  
(805) 501-4075

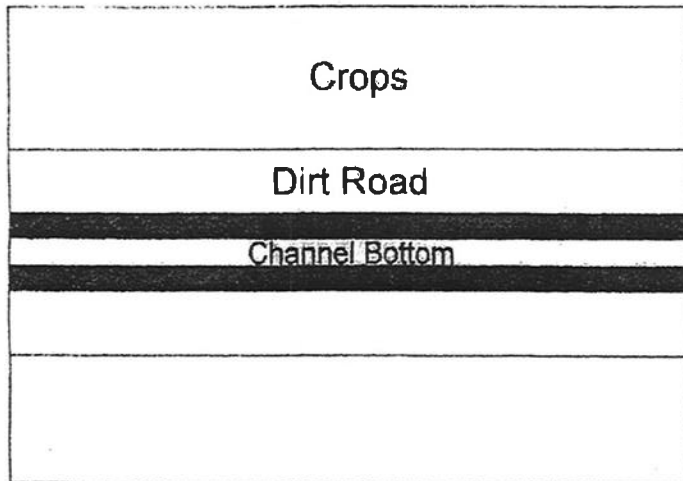
PARCEL MAP No. 5490  
Biological Restricted Area  
Easement (Option 2)  
IN FAVOR OF  
COUNTY OF VENTURA

DRAWN BY: FJS  
CHECKED BY: FJS  
DATE: 8/8/2012  
SCALE: 1" = 300'  
SHT 1 OF 1

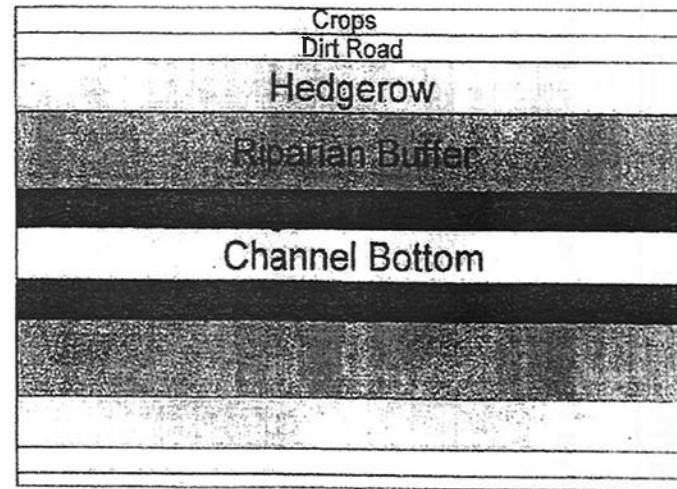
# George Tash - WHDP

Plan subject to change based on engineering analysis and subject to local, state, and federal laws

**Plan View - Existing**

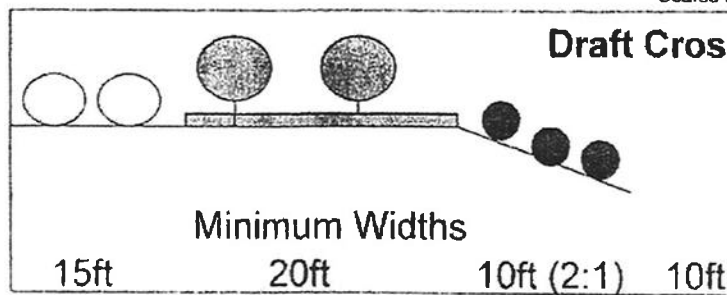


**Plan View - Draft Plan**



Scales approx.

**Draft Cross Section**



Mirror image on other side. Total minimum of 100ft wide. Plant species would be locally native. Specific species, to be determined in consultation with NRCS biologist

**Plant Palette for the George Tash  
Wildlife Habitat Development Plan (WHDP)**

**Sept 2009**

Potential plant species by zone (See Plan View below):

Vegetated Bank

Common Name	Scientific Name	Source	Spacing
Mulefat	<i>Baccharis salicifolia</i>	Cutting	3
Narrowleaf Willow	<i>Salix exigua</i>	Cutting	3
Arroyo Willow	<i>Salix lasiolepis</i>	Cutting	5
Red Willow	<i>Salix laevigata</i>	Cutting	5

Riparian Buffer

Common Name	Scientific Name	Source	Spacing
Fremont Cottonwood	<i>Populus fremontii</i>	Cutting or Container	10
Black Cottonwood	<i>Populus trichocarpa</i>	Cutting or Container	10
California Sycamore	<i>Platanus racemosa</i>	Container	10
California Walnut	<i>Juglans californica</i>	Container	10
Coast Live Oak	<i>Quercus agrifolia</i>	Container	10
Valley Oak	<i>Quercus lobata</i>	Container	10
Mexican Elderberry	<i>Sambucus mexicana</i>	Container	7
Coffeeberry	<i>Rhamnus californica</i>	Container	7
Toyon	<i>Heteromeles arbutifolia</i>	Container	7
Creeping Wild Rye	<i>Leymus triticoides</i>	Seed or Sod	-
Deergrass	<i>Muhlenbergia rigens</i>	Container	3
Mugwort	<i>Artemisia douglasiana</i>	Seed or Container	2
CA Blackberry	<i>Rubus ursinus</i>	Container	2
Giant Wild Rye	<i>Leymus condensatus</i>	Container	3
CA Grape	<i>Vitis girdiana</i>	Container	8

Hedgerow

Attachment 3

Common Name	Scientific Name	Source	Spacing
Coyote Bush	<i>Baccharis pilularis</i>	Container	7
Black Sage	<i>Salvia mellifera</i>	Container	4
Purple Sage	<i>Salvia leucophylla</i>	Container	4
California Buckwheat	<i>Eriogonum fasciculatum</i>	Container	5
Coast Sunflower	<i>Encelia californica</i>	Container	4
Toyon	<i>Heteromeles arbutifolia</i>	Container	7
Bladderpod	<i>Isomeris arborea</i>	Container	4
Mulefat	<i>Baccharis salicifolia</i>	Cutting or Container	5
Ceanothus	<i>Ceanothus spp.</i>	Container	7
Lemonadeberry	<i>Rhus integrifolia</i>	Container	7
Deergrass	<i>Muhlenbergia rigens</i>	Container	3
Lupine	<i>Lupinus spp.</i>	Seed	-
Poppy	<i>Eschscholzia californica</i>	Seed	-
Yarrow	<i>Achillea millefolium</i>	Seed	-

Note there will be no planting in the channel bottom.

Spacing of plants will be determined once the final plant palette is selected. Planting should be done Nov-Jan. Plant following weed control. Establish and irrigation system prior to planting.



# LAW OFFICE OF K.M. NEISWENDER

Land Use • Business • Environmental

SEP 13 2018

Phone: 805.654.1557  
Cel: 805.320.2520

Email: [KateLawVentura@gmail.com](mailto:KateLawVentura@gmail.com)

Ventura Office: 770 County Square Drive, #101  
San Bernardino Office: 437 E. Carnegie Way, 2d Flr.

**Mailing Address:**  
Post Office Box 1225  
Blue Jay, California 92317

September 11, 2018

Kim Prilhart  
Planning Director  
800 So. Victoria Ave.  
Ventura CA 93009

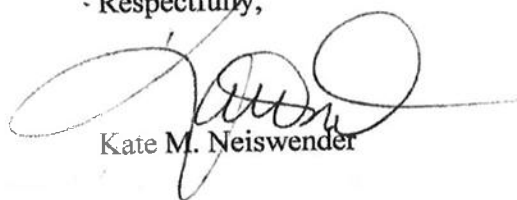
Re: Agreement between Tash and County  
Follow-up to Letter of August 16<sup>th</sup>

Dear Ms. Prilhart:

Several weeks ago, we contacted you about an agreement between George and Debra Tash, and the County, concerning a biological covenant on their property in Moorpark. The Tashes were concerned that their agreement would continue to control the development of their property, and not any later-adopted modifications to the wildlife corridor regulations currently contemplated by the County.

We were hoping for a response. Please contact me as soon as you can with a reply. A copy of the original August 16<sup>th</sup> letter is attached. Thank you.

- Respectfully,



Kate M. Neiswender

**LAW OFFICE OF K.M. NEISWENDER**  
**Land Use • Business • Environmental**

Phone: 805.654.1557  
Cel: 805.320.2520

email: [KateLawVentura@gmail.com](mailto:KateLawVentura@gmail.com)

Ventura Office: 770 County Square Drive, #101  
San Bernardino Office: 473 E. Carnegie Drive, 2<sup>nd</sup> Flr.

Mailing:  
Post Office Box 1225  
Blue Jay, California 92317

August 16, 2018

Kim Prilhart  
Planning Director  
800 So Victoria Ave.  
Ventura CA 93009

Re: Agreement between Tash and County  
Regarding Agreements Imposes Biological Restrictive Covenants

Dear Ms. Prilhart:

I am writing on behalf of George and Debra Tash, owners of a large area of land off Tierra Rejada Road in Somis. In 2012, after months of negotiation, the Tashes entered into a written agreement with the County imposing a "Biological Restricted Covenant" on their property. Your office and County Counsel both provided input. There were agreements recorded that bind multiple parcels, but each agreement is identical. For that reason, I attach only one of the agreements here for your reference.

The Agreements were recorded with the County Recorder's Office, and basically take a wide section the length of the Tash property for a wildlife corridor. The Agreements state the corridor could be reduced in size, if certain conditions were met. However, if you review the conditions, I think you will agree that the "Biological Restrictive Covenants" are extremely protective of wildlife passage and biological integrity. The Agreements were entered into only after much discussion, negotiated, and vetted by the County's lawyers. We contend these Agreements are still valid and will remain valid as the property is developed to its full potential.

The reason I am writing to you is because of the planned modifications to the wildlife corridor protection regulations. I want to confirm that you, as Director of Planning, agree that the specific terms of the 2012 Agreements control development of this property, rather than the more general regulations as modified through your current process. If the property owner wishes to pursue any further development of the land, I ask you to **confirm** that the written Agreements will take precedence, regardless of changes to current regulations.

We have no desire to become embroiled in the regulatory revisions, especially if you can confirm the Agreements that have been agreed upon and recorded govern development of this land. Thank you for your cooperation.

Sincerely,

**COPY**

Kate M. Neiswender

cc: Attachment

# county of ventura

---

September 20, 2018

Ms. Kate Neiswender  
P.O. Box 1225  
Blue Jay, CA 92317

Thank you for your letters of August 16, 2018 and September 11, 2018 regarding the Biological Restrictive Covenant (development restriction) on land in the Tierra Rejada Valley owned by George and Debra Tash (property) and how the development restriction may relate to the proposed habitat connectivity and wildlife corridor ordinance (ordinance) currently being drafted by Planning Division staff.

As you are aware, the development restriction was a condition of approval on the property and it will still be applicable to development on the property after the passage of the ordinance. The development restriction (finalized in 2012) provides two options for restricting development around the Arroyo Santa Rosa. Mitigation Measure Option 1 calls for a wildlife passage (WP) area and an attendant buffer bordering the length of the WP area; Mitigation Measure Option 2 calls for development restrictions that would conform with a "Wildlife Habitat Development Plan" prepared by the Natural Resource Conservation Service.


Based on the Mitigation Measure Option selected by the property owner, it is possible that the development restriction could be consistent with draft ordinance provisions related to buffers around surface water features, (including the Arroyo Santa Rosa). However, other proposed regulations included in the draft ordinance may not be covered by the development restriction. These may include regulations dealing with buffers around certain road crossings, lighting and fencing restrictions on portions of the property that are not covered by the development restriction, as well as a potential requirement to cluster future structures and uses on the property outside areas covered by the development restriction.

In short, the ordinance will apply to the Tash property to the extent the property falls within the mapped area covered by the ordinance, but because the ordinance is not yet final, it is not possible to know the extent to which it will apply. The draft ordinance is subject to continued revision by County staff, and further revision by the County Planning Commission and the County Board of Supervisors. This matter is tentatively scheduled for consideration by the Planning Commission on October 25, 2018. In accordance with state law and Planning Division policies, a copy of the final draft ordinance will be released for public review and comment by 5:00 p.m. on October 18, 2018.



Please let me know if you have further questions. I can be reached at (805) 654-2493 or [shelley.sussman@ventura.org](mailto:shelley.sussman@ventura.org)

Thank you,



Shelley Sussman, Senior Planner  
Ventura County Planning Division

cc: George and Debra Tash (via email)