



RESOLUTION #26-22

CONVEYANCE OF A PEDESTRIAN BRIDGE EASEMENT TO THE AMCAL SOMIS RANCH FUND AT RANCHO CAMPANA HIGH SCHOOL

WHEREAS, the Oxnard Union High School District ("District") currently operates the Rancho Campana High School ("RCHS"), located at 4235 Mar Vista Drive in Camarillo, California, identified as Ventura County Assessor Parcel No. ("APN") 156-0-180-395 ("RCHS School Site");

WHEREAS, AmCal Somis Ranch Fund, L.P. ("AmCal"), a California limited partnership, owns certain real property adjacent to the RCHS School Site, which is located at 2729 Somis Road in the County of Ventura, California and identified as Ventura County APN 156-0-200-045, on which it has developed affordable multi-family apartment housing for farmworker households ("Somis Ranch Project");

WHEREAS, the County of Ventura, as a condition of approval of the Somis Ranch Project, required AmCal to construct a pedestrian bridge from the Somis Ranch Project to RCHS ("Pedestrian Bridge"), necessary if pedestrians are to be allowed to cross over the storm drain channel separating the Somis Ranch Project from the RCHS School Site;

WHEREAS, the Pedestrian Bridge would be constructed entirely by AmCal, from the Somis Ranch Project to the bridge footing on the RCHS, where it will connect to a pedestrian walkway added by the District on the RCHS School Site;

WHEREAS, the Pedestrian Bridge will be paid for by AmCal and reviewed by the Division of the State Architect ("DSA"), with the District retaining the exclusive authority to operate the gate from the bridge onto the RCHS School Site for purposes of ensuring the safety of both pupils and faculty and the public facilities and resources maintained by the District;

WHEREAS, AmCal, and its successors, shall be responsible for maintaining and repairing the bridge;

WHEREAS, in order to construct the Pedestrian Bridge, AmCal requires an easement from the District for purposes of the footing for the bridge on the District's side of the storm drain channel, as described and depicted in the proposed Easement set forth in Attachment 1, inclusive of Exhibits A and B, all of which are attached hereto and incorporated herein by this reference ("Pedestrian Bridge Easement");

WHEREAS, the Pedestrian Bridge Easement is located in an area that will not interfere with the District's operation of its academic facilities at RCHS, or otherwise negatively impact school operation;

WHEREAS, Education Code Section 35160 provides that the District's Board of Trustees ("Board") may act in any manner that is not in conflict or inconsistent with, or preempted by, law and that is not in conflict with the purposes for which school districts are established;

WHEREAS, while Education Code § 17556 *et seq.* ("Section 17556") sets forth the manner in which the District may dedicate or convey to public entity or a public utility a right-of-way or an easement on any real property belonging to the District for roadway or utility purposes, the Education Code does not otherwise provide for how or when other easements may be granted to other parties for various other uses, nor does it prohibit such conveyances;

WHEREAS, on or about April 22, 2026, the Board adopted Resolution No. 26-17 declaring its intention to consider the Pedestrian Bridge Easement at a public hearing to be held on May 6, 2026, and thereafter provided posted and published notice of such hearing consistent with direction set forth in such resolution;

WHEREAS, the Board conducted a public hearing on May 6, 2026, and considered all comments received, if any;

WHEREAS, the Board has not received a petition signed by ten (10) percent of the qualified voters within the District objecting to the conveyance of the Pedestrian Bridge Easement; and

WHEREAS, the Board desires to convey the Pedestrian Bridge Easement in a manner substantially similar to that set forth in Attachment 1, and generally subject to the terms and conditions set forth therein.

NOW, THEREFORE, BE IT RESOLVED, the Oxnard Union High School District Board of Trustees hereby determines, resolves, and orders as follows:

Section 1. The above recitals are true and correct, and are incorporated herein by reference.

Section 2. At the public hearing, the Board provided an opportunity for public comment on the question of whether the District should convey the Pedestrian Bridge Easement, and the Board has considered any and all comments made or received at such time.

Section 3. The Board hereby authorizes the Superintendent, the Assistant Superintendent of Business Services, or their respective designees to take such additional action or execute such additional documentation as may be reasonably required to effectuate the intent of this Resolution, including, but not limited to, the execution and delivery of the Pedestrian Bridge Easement to the appropriate entities.

PASSED AND ADOPTED by the Board of Trustees at a regular meeting held on the 6th day of May, 2026, by the following vote on roll call:

AYES: 5

NOES: 0

ABSENT:

ABSTAIN:



Karen M. Sher, President



Elizabeth M. Botello, Clerk

56878144.1/

ATTACHMENT 1

Recording Requested by and

Return to:

Oxnard Union High School District
Attn: Superintendent
1800 Solar Drive
Oxnard, CA 93030

APN: 156-0-180-395

Space above this line for Recorder's Use
No recording fee per Gov't Code § 6103

**GRANT OF PEDESTRIAN BRIDGE EASEMENT TO
AMCAL SOMIS RANCH FUND, L.P.**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **OXNARD UNION HIGH SCHOOL DISTRICT**, a California public school district organized and existing pursuant to the California Education Code (hereinafter, "District")

hereby grants and conveys to the

AMCAL SOMIS RANCH FUND, L.P., a California limited partnership (hereinafter, "AmCal")

a non-exclusive easement and right of ingress and egress (hereinafter, "Easement") for purposes of a pedestrian bridge between AmCal's adjacent property and the District's property, on which the District operates the Rancho Campana High School ("RCHS"). This Easement shall include, but not by way of limitation, the right to construct, reconstruct, install, operate, remove and replace, inspect, maintain, repair, improve, access, and otherwise use a pedestrian bridge, together with incidental appurtenances and connections (hereinafter, the "Bridge"), in, over, under, upon, along, through, and across the real property located in the City of Camarillo, County of Ventura, State of California, as described in Exhibit "A" and depicted in Exhibit "B," which exhibits are attached hereto and incorporated herein by this reference (hereinafter, the "Easement Area"). The terms and conditions set forth herein shall apply to the Easement.

Subject to any covenants, conditions, restrictions, easements, rights, rights-of-way, and encumbrances of record.

ATTACHMENT 1

Terms and Conditions

The Easement set forth herein shall be subject to the following terms and conditions:

1. Easement Use. The Easement shall be used for pedestrian bridge purposes only, to allow persons to cross from (1) the AmCal's property, identified as Ventura County Assessor Parcel Nos. ("APN") 156-0-200-045, and -035 ("AmCal's Property"); and (2) the District's property, identified as APN 156-0-180-395 and commonly known as Rancho Campana High School ("RCHS" or "District's Property").
2. Construction of Bridge. Construction of the Bridge shall be subject to review and approval by the California Division of the State Architect ("DSA") to the full extent required by the Field Act, as defined by Education Code section 17281. The District shall reasonably cooperate with AmCal in submitting and processing such review, as the District is the local educational agency, but all expenses and costs associated with such review, as well the preparation of and revisions to design plans shall be at AmCal's sole cost and expense. The Parties anticipate that, at minimum, the Bridge will be subject to DSA review relative to structural design and disability access, though DSA review shall be to the full extent required by the Field Act. The District likewise shall review and approve the final plans for construction of the Bridge in order to ensure that its own pathway project aligns with the Bridge plans.
3. Prevailing Wages. To the extent required by Labor Code section 1720 *et seq.*, AmCal shall be responsible for paying prevailing wages for the completion of the Bridge. The Bridge is not being paid for, required by, nor owned by the District, but is being constructed pursuant to a development condition requirement imposed by the County of Ventura. AmCal shall to the maximum extent permitted by law indemnify, defend, and hold harmless the District and District Parties (as defined by Section 8) from and against any and all liabilities, losses, damages, expenses, and costs (including without limitation attorneys fees and costs of litigation) of every nature arising out of an alleged or actual failure to pay prevailing wages pursuant to Section 1720 *et seq.*, except to the extent caused by the sole or active negligence or willful misconduct of the District.
4. Operation of Pedestrian Gate. The District retains the exclusive authority to operate the gate from the Bridge to RCHS to control, limit, and prevent pedestrian access to RCHS at its exclusive discretion. Such gate is located on the fenceline between the AmCal's Property and RCHS and controls access from the pedestrian path over the Bridge into the high school. RCHS is an operating public high school over which the District maintains exclusive rights of access control for purposes of ensuring the safety of both pupils and faculty and the public facilities and resources maintained thereon.

ATTACHMENT 1

5. Maintenance and Repair of Bridge. The Easement, and the Bridge located thereon, shall be exclusively maintained by the AmCal at its sole cost and expense, with the AmCal responsible for the construction, installation, maintenance, repair, replacement, and removal of the Bridge. In the event AmCal fails to reasonably and adequately perform such obligations, the District shall have in its exclusive discretion the right to either (1) assume via written notice to AmCal control of the Bridge, in which case the District would thereafter be responsible, at its sole cost and expense, for any and all required maintenance, repair, replacement, or removal of the Bridge, and in such case AmCal shall provide the District with such easement reasonably necessary and as relevant consistent with the provisions of this Easement to accomplish such purposes on AmCal's Property; or (2) demand that AmCal, at its sole cost and expense, remove and demolish the Bridge pursuant to any requirements and conditions of applicable permitting governmental agencies, thereafter abandoning this Easement as a consequence.
6. Term of Easement. The Term of this Easement shall commence upon notarized execution by both Parties, and shall continue in perpetuity for the duration during which the Bridge is located within the Easement. This Easement shall cease to be of any further force and effect, except as otherwise noted herein, upon removal of the Bridge from the Easement.
7. Student Safety on RCHS Property. In the event any work on the Bridge will necessitate work to be performed during the school year or while students are present at RCHS, AmCal agrees to comply, or require its contractor to comply, with the requirements of Education Code Section 45125.2, and to coordinate with the RCHS principal for any construction and/or temporary use of the District's Property. If District staff, including, but not limited to, the principal of RCHS, determines that additional security measures are required to ensure the safety of District staff, students, and parents/families while such work is ongoing, AmCal agrees to install such agreed-upon security measures (e.g., fencing, etc.) as reasonably deemed necessary by the District. The District, at its sole discretion and if feasible in light of the scope of work to be performed, may satisfy this requirement by locking the gate to RCHS, thereby preventing access to RCHS during the course of work.
8. Insurance. AmCal shall (i) at its sole cost and expense, procure and maintain in full force and effect at all times, and during times of work cause to be procured and maintained by its contractors (collectively, "AmCal's Insurance"), a customary commercial general liability insurance policy (Occurrence Form CG 00 01) with combined single limit coverage in an amount not less than \$4,000,000 and property damage limits of at least \$4,000,000, issued by an insurance company qualified to do business in the State of California, and having a Best's rating of not less than A/VII,

ATTACHMENT 1

naming District, its board members, officials, officers, employees, and authorized volunteers (collectively, "District Parties") as an additional insured (at least as broad as CG 20 10 04 13) with respect to the Bridge and AmCal's use of this Easement, and any and all of AmCal or AmCal's representatives activities in, on and about the Easement Area. Such policy shall be primary (at least as broad as ISO CG 20 01 04 13), such that any insurance or self-insurance maintained by the District or District Parties shall be in excess of AmCal's Insurance and not contribute with it. AmCal and, as applicable AmCal's contractors, shall provide District with a certificate of insurance or respective endorsements evidencing the existence of such policy and coverage. AmCal agrees and acknowledges that AmCal may not enter onto the District's Property until it has provided such evidence of coverage. For purposes of this Section 8, "AmCal's use of this Easement" shall include use of the Bridge by persons accessing RCHS from AmCal's Property.

9. Indemnity. To the maximum extent permitted by law, AmCal shall hold harmless, defend, and indemnify the District and the District Parties (as defined in Section 8) from and against any and all liabilities, losses, damages, expenses, and costs (including without limitation attorneys' fees and costs of litigation) of every nature arising out of or in connection with AmCal's use and/or performance of work under this Easement, or its failure to comply with any of its obligations contained herein, except to the extent such loss or damage was caused by the sole or active negligence or willful misconduct of the District. For purposes of this Section 9, "AmCal's use of this Easement" shall include use of the Bridge by persons accessing RCHS from AmCal's Property. The provisions of this Section 9 shall survive termination and/or abandonment of this Easement with respect to liabilities, losses, damages, expenses, and costs first occurring prior to such termination or abandonment.
10. Successors and Assigns. The rights, conditions, and restrictions contained in this Easement shall run with the land and shall be binding upon and inure to the benefit of the Parties' respective properties, and their respective heirs, successors, and assigns in perpetuity subject to the limitations set forth herein. For purposes of this Easement, "AmCal" and "District" shall include any and all successors-in-interest in and AmCalship of their respective properties.
11. No Rights in Public. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the District's Property for or to the general public, it being the intention of the Parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed.

ATTACHMENT 1

12. Notices. All notices or other communications required or permitted hereunder to be delivered as communicated from one Party to another shall be in writing, and shall be personally delivered (including by means of professional messenger service) or by recognized overnight courier (e.g., Federal Express) and shall be deemed received upon the date of receipt thereof and addressed to the address for the Party on file as the mailing address for their respective property with the Ventura County Assessor.
13. Waiver; Remedies. No delay on the part of any Party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any Party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
14. Governing Law; Interpretation. This Easement shall be governed by and construed in accordance with the laws of the State of California. The provisions of this Easement shall not be construed in favor of or against either Party, but shall be construed as if all Parties prepared this Agreement.
15. Entire Agreement. This Easement is intended by the Parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the Parties hereto in respect of the subject matter contained herein. This Easement supersedes all prior agreements and understandings between the Parties with respect to such subject matter contained herein.
16. Further Assurances. The Parties hereby covenant and agree, without the necessity of any further consideration whatsoever, to execute, acknowledge and deliver all such other documents and to take all such other actions as may be reasonably necessary to carry out more effectively the purposes of this Easement.
17. Authority to Sign. District and AmCal hereby represent that the persons executing this Easement on behalf of District and AmCal, respectively, have full authority to do so and to bind District and AmCal, respectively, to perform pursuant to the terms and conditions of this Easement.

ATTACHMENT 1

18. Invalidity of Provision. If any provision of this Easement as applied to either Party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Easement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

IN WITNESS WHEREOF, this Grant of Easement has been executed this _____ day of _____, 2026.

AMCAL SOMIS RANCH FUND, L.P.

By: AMCAL Multi-Housing, Inc.,
its administrative general partner

**OXNARD UNION HIGH SCHOOL
DISTRICT**

By: _____
Dr. Thomas McCoy, Superintendent

By: _____
Arjun Nagarkatti, President

By: Las Palmas Foundation,
Its managing general partner

By: _____
Joseph M. Michaels, President

55572629.4/006181.00037

ATTACHMENT 1

**EXHIBIT "A"
(PEDESTRIAN ACCESS EASEMENT)**

ACCESS EASEMENT

A portion of Parcel 1 of Parcel Map No. LD-529, in the City of Camarillo, County of Ventura, State of California, filed in Book 70, at Pages 25 through 29, inclusive, of Parcel Maps in the Office of the County Recorder of said county, described as follows;

Commencing at the Southeast corner of said Parcel 1; thence along the easterly line of said Parcel 1, North 15°34'32" West, a distance of 28.37 feet to the **Point of Beginning**; thence at right angles,

- 1st South 74°26'21" West, a distance of 13.00 feet, thence at right angles,
- 2nd North 15°33'39" West, a distance of 25.00 feet, thence at right angles,
- 3rd North 74°26'21" East, a distance of 13.00 feet, thence at right angles,
- 4th South 15°33'39" East, a distance of 25.00 feet to the **Point of Beginning**.

Contains: 325 Square Feet, or 0.01 Acres, more or less.

The above-described parcel of land is delineated on the attached Exhibit "B".

Prepared by me or under my direction.

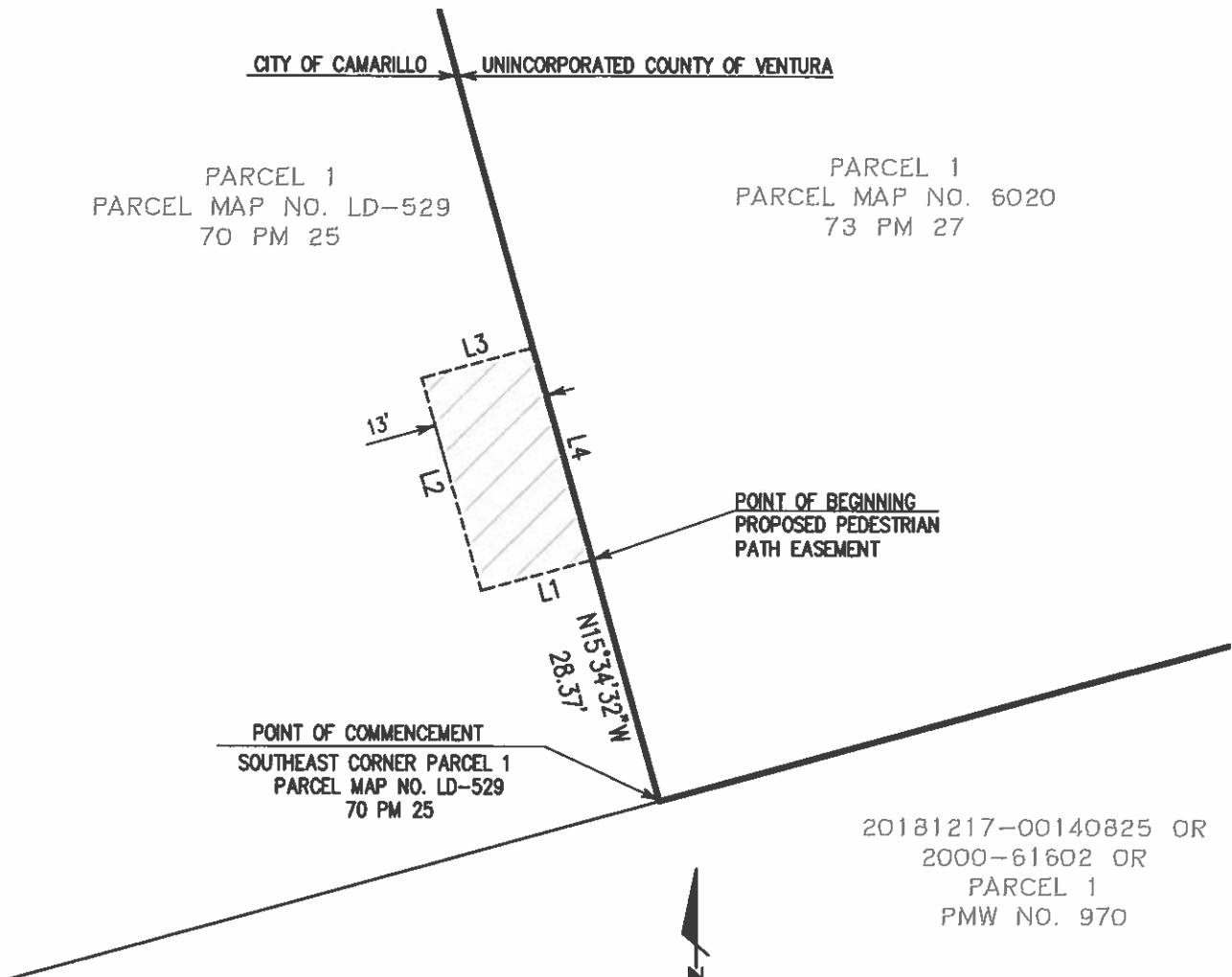


Anthony Pesce
PLS 9798

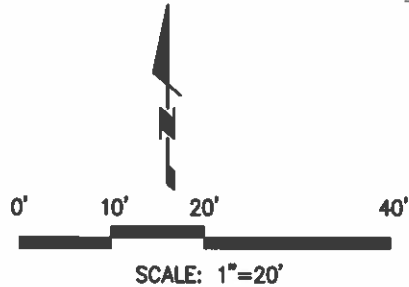
Date



EXHIBIT "B"
(PEDESTRIAN PATH EASEMENT)



20181217-00140825 OR
2000-61602 OR
PARCEL 1
PMW NO. 970



AREA

325 SQUARE FEET, OR
0.01 ACRES, MORE OR
LESS

LEGEND

NO. NUMBER
OR OFFICIAL RECORDS
PM PARCEL MAP
PMW PARCEL MAP WAIVER

LINE	BEARING	DISTANCE
L1	S74°26'21"W	13.00'
L2	N15°33'39"W	25.00'
L3	N74°26'21"E	13.00'
L4	S15°33'39"E	25.00'



Anthony Pesce

ANTHONY F. PESCE
PLS 9798

DATE

HATCHED AREA DENOTES LAND
DESCRIBED IN THE ATTACHED
EXHIBIT "B"

5893 Ex B 2026_PEDESTRIAN PATH ESMT.dwg

