
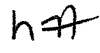


REPORT TO CITY COUNCIL

DATE: NOVEMBER 13, 2013
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: GREG RAMIREZ, CITY MANAGER 
BY: NATHAN HAMBURGER, ASSISTANT CITY MANAGER 
SUBJECT: REQUESTING APPROVAL AND AUTHORIZATION TO EXECUTE AGREEMENTS RELATED TO AGOURA ROAD IMPROVEMENT PROJECT

The City of Agoura Hills is advancing improvement for the Agoura Road Improvement Project. The City is undertaking this Project to alleviate congestion, improve operations, reduce accident rates, improve pedestrian safety, and provide for future increases in traffic volumes.

The project will include widening the existing roadway on Agoura Road from two to four lanes from the westerly City limits to just west of Reyes Adobe Road, and, again, from Ladyface Court to Kanan Road. For the segment between Reyes Adobe Road and Ladyface Court, there would only be a pavement overlay. The roadway would remain a two-lane facility from Kanan Road to Cornell Road, with the addition of diagonal parking spaces on both sides of the road.

The Project will also include constructing a Class II bike lane and curb/gutters on both sides of Agoura Road, installing landscaped medians, and meandering sidewalks with landscaped parkways, as outlined in the Agoura Village Specific Plan and Agoura Hill's General Plan. A second pedestrian-only bridge over Medea Creek would be constructed as a separate structure adjacent to the roadway bridge.

Most of the widening would occur within existing City right-of-way; however, additional frontage area on private parcels along Agoura Road would be required, which would necessitate acquisition of the land area by the City. Other parcels would be affected by the Project for grading and driveway reconstruction, or accessed temporarily during construction. It is anticipated that construction would commence in Fall 2014.

City staff has worked with the various affected property owners as part of a determination of just compensation process and is bringing forth several agreements for approval. The agreements are a result of multiple discussions with the property owners and agreement on compensation to finalize the agreements with both parties. The consideration amount in each agreement was part of the determination of just compensation process and is part of the City records and files as previously presented to the City Council.

The project is funded through Measure R Transportation Funds and is part of the approved fiscal year 2013-14 budget.

The attached agreements have been reviewed by the City Attorney and approved to form.

RECOMMENDATION

Staff respectfully recommends the City Council approve the following agreements and authorize the Mayor to sign the agreements on behalf of the City Council and staff to execute the agreements as necessary:

- a) Agoura Hills Center Properties, LLC. (Assessor's Parcel Number 2061-001-025)
- b) Walter Buckley III; Walter Buckley Family Trust (Assessor's Parcel Number 2061-001-031)
- c) Conrad N. Hilton Foundation (Assessor's Parcel Number 2061-002-048)
- d) Agoura Self Storage, L.P. (Assessor's Parcel Number 2061-004-027)
- e) Conejo Valley U-Store-It, L.P. (Assessor's Parcel Number 2061-006-035)

Attachments: As referenced above

Exhibit A

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**
**(Re Los Angeles County Assessor's Parcel No. 2061-001-025;
30800 Agoura Road, Agoura Hills, California)**
(Agoura Hills Center Properties, LLC)
(02-PE-1, 02-PE-2)

This Purchase and Sale Agreement and Joint Escrow Instructions (hereafter referred to as "Agreement") are made and entered into as of October 21, 2013, by and between the City of Agoura Hills (hereafter referred to as the "City"), and AGOURA HILLS CENTER PROPERTIES, LLC (hereafter "Owners"), (hereinafter referred to individually as a "Party" or collectively as "Parties") with respect to the following facts:

RECITALS

- A. The "Subject Property" means the real property interests at 30800 Agoura Road, Agoura Hills, California and identified as Los Angeles County Tax Assessor's Parcel Number 2061-001-025.
- B. City seeks to acquire the "Subject Property Interests" that are an 878 square foot permanent easement and a 24,108 square foot permanent easement (see Exhibits A-1, A-2, B-1 and B-2) over portions of the Subject Property.
- C. The Subject Property Interests are required for a public works project commonly known as the Agoura Road Widening and Canwood Street Improvements Project ("Project") and all uses necessary and convenient thereto.
- D. The Parties desire to avoid costly litigation and to establish their respective rights and obligations arising from City's acquisition of the Subject Property Interests upon the terms and conditions set forth below.
- E. Owners and City agree that Owners retain the right to access the Subject Property for ingress and egress for road purposes and utility installation, including maintenance and repair across the Subject Property Interests.
- F. Owners and City agree that the Subject Property's property line setbacks are measured from the currently existing property line and not from the Subject Property Interests.
- G. Owners and City agree that Owners reserve all rights to develop the Subject Property and as part of such Owners' future development proposals, City agrees to consider Owners' willingness to enter into this Agreement as a factor in future Owners' requests for a waiver of requirements to dedicate any part of the Subject Property or any other real property owned by Owners.
- H. City agrees to cooperate and work with Owners to determine the location of utility connections to the Subject Property. Owner shall be responsible for contacting each utility to make arrangements for the connection of such utility to the Subject Property. City agrees to bring the utility services from the Agoura Road right of way to be stubbed

out to the Owners property line except that the installation of the main sewage line will be at the Owners expense. Utility "stub-out" is the segment of each particular utility between the property line and point of connection to the main line. In the event that a main line does not exist it will be the financial responsibility of the Owners to install it. The City will make every effort to coordinate the installation of utility lines and stubbing to the Subject Property in concert with the Project. City's agreement herein being expressly conditioned upon Owners providing the following information to the City Engineer by January 31, 2014 at 5:00 p.m.: (i) a complete list of utilities services requested by Owners, (ii) the sizing of each of the utilities services sought by Owners to be stubbed out, and (iii) the location of each stub. Owners acknowledge herein that City shall have no further or additional obligation to provide utility stubbing to the Subject Property and that City will have neither responsibility nor any financial commitment if the services, sizing and location of utilities provided by Owners is incorrect or is inadequate for any future development. In the event Owners, successor and assignees fail to meet the above schedule for installing, connecting and stubbing the utilities to the Subject Property for any reason requiring the installation, connection and stubbing of utilities to be performed after the City's Project is completed, the City agrees to a waiver and exception from the five-year trench-cut moratorium with said waiver and exception expiring on January 1, 2019.


- I. Owners will retain an engineer, at their own cost; to design a street-way shoulder widening that accommodates vehicle entry from the site and for its inclusion into the City's design and construction of the Project improvements, subject to the City Engineer's reasonable design review and approval.
- J. This Agreement is made with respect to all of Owners' claims arising from City's acquisition of the Subject Property Interests that were asserted or that could have been asserted by Owners in an eminent domain proceeding, including, but not limited to claims for just compensation, improvements pertaining to the realty, fixtures and equipment, relocation assistance, relocation benefits, loss of goodwill, precondemnation damages, interest, litigation expenses including attorneys' fees, appraisal fees, statutory costs, and for damages of every other kind and nature suffered or to be suffered by Owners. **This Agreement is not binding upon either party upon and until the formal approval of the terms and conditions of the herein Agreement by the City Council of the City of Agoura Hills.**

DEFINITIONS

Defined terms as used in this Agreement, the following terms shall have the following meanings:

"*Subject Property Interests*" means an 878 square foot permanent easement and a 24,108 square foot permanent easement, see Exhibits A-1, A-2, B-1 and B-2, of the real property identified as Assessor's Parcel Number 2061-001-025.

"*Business Day*" means any day excluding Saturday, Sunday and any legal holiday.



"City" means City of Agoura Hills, and any and all of its contractors, subcontractors, agents or employees.

"Governmental Entity" means any foreign or domestic (federal, state or local) governmental agency, commission, board, authority, court or other instrumentality.

"Lien" means any mortgage, pledge, lien, encumbrance, lease payment obligations, other security interest, claim, hypothecation, and assignment for security or charge of any kind.

"Person" means any individual, partnership, corporation or recognized legal entity.

"Transfer Documents" means the Permanent Slope Easement Deeds (Exhibit "C" and "D") and the Owners' Affidavit of Non Foreign Status (Exhibit "E").

NOW, THEREFORE, in consideration of the premises and the mutual promises made in this Agreement, the incorporated Recitals and Definitions, and in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows:

1. Valuation: Consideration.

1.1 City will pay to Owners the total sum \$439,000.00. (Four Hundred and Thirty Nine Thousand Dollars) ("Purchase Price"), which amount is in settlement of all claims for compensation by Owners that were asserted or could have been asserted by Owners in an eminent domain proceeding, including, but not limited to claims for just compensation, improvements pertaining to the realty, temporary construction easement, land acquisition, accommodations for business disruption both temporary and permanent, fixtures and equipment, relocation assistance, relocation benefits, loss of goodwill, precondemnation damages, interest, litigation expenses including attorneys' fees, appraisal fees, statutory costs, and for damages of every other kind and nature suffered or to be suffered by Owners.

1.2 City shall have no further obligation to Owners under the State Eminent Domain Law or under the Relocation Assistance and Real Property Acquisition statutes and guidelines.

1.3 City receives from Owners, a Permanent Slope Easement Deed for the 878 square foot area as set forth in Exhibit C attached hereto and incorporated by reference.

1.4 City receives from Owners, a Permanent Slope Easement Deed for the 24,108 square foot area as set forth in Exhibit D attached hereto and incorporated by reference.

1.5 Owners waive any and all rights to loss of business goodwill pursuant to Code of Civil Procedure Section 1263.510.

1.6 Owners waive any and all claims for loss of income or profits caused by the taking or the construction in the manner proposed in this Agreement.

2. Deposit.

The Purchase Price shall be deposited in the Escrow prior to the Close of Escrow. The entire Purchase Price shall be delivered to Owners concurrently with the Close of Escrow.

3. Opening and Closing of Escrow.

Upon the parties' execution of this Agreement, an escrow (the "Escrow") shall be opened with Lawyers Title Company, 888 South Figueroa, Suite 2100, Los Angeles, CA 90017; Phone: (213) 330-2330; Fax: (213) 330-3105, Attn: Cheryl Greer, will be the escrow holder ("Escrow Holder"). For the purposes of this Agreement, "Opening of Escrow" shall mean the date on which Escrow Holder shall have received executed counterparts of this Agreement from City and Owners. Escrow shall close (the "Close of Escrow") on or before October 31, 2013.

4. Title and Title Policy.


4.1 Lawyers Title Company by agent Diane Greer at phone: (213) 330-2330 ("Title Company") has issued a "Litigation Guarantee", Order No. 09510425 (re: APN 2061-001-025) dated as of August 16, 2013, prior to issuance of a Title Report.

4.2 City hereby approves the Order No. 09510425 (re: APN 2061-001-025) legal description of the Subject Property Interests in the Litigation Guarantee. City disapproves any monetary exceptions evidenced by deeds of trust, mortgages or monetary liens, appearing on the Litigation Guarantee. A condition to the Close of Escrow is City's concurrent receipt of an ALTA Extended Coverage Owner's Policy of Title Insurance with liability equal to the Purchase Price, free and clear of all liens and exceptions and such other matters as may be approved or created by City.

5. Condition of the Subject Property.

5.1 Inspection of the Subject Property Interests; Contamination. City has visually inspected the Subject Property Interests prior to the execution of this Agreement. City has not found any information to indicate that the Subject Property Interests are contaminated (contaminated or contamination as defined by the federal Environmental Protection Agency or similar state agencies).

5.2 Environmental Indemnification. Owners warrant that City shall not be held liable for remediation or cleanup of any existing contamination found on the Subject Property Interests therein. The Owners hereby agree to indemnify the City against, and to hold the City harmless from, all claims, liabilities, losses, damages, costs and expenses, including, without limitation, legal fees and disbursements, incurred by the City, its officers, directors, employees, agents and representatives (collectively, "Indemnified Parties") by reason of any environmental or hazardous material related claims and litigation, including environmental law claims for cleanup or remediation relating to the Subject Property Interests that arise directly or indirectly from acts, occurrences or matters that take place prior to the relinquishment of possession and control of the Subject Property Interests, by the Owners to the City. In the event any of the aforementioned claims or litigation relating to the Subject Property Interests arises, at the option of the City,



Owners agree to defend the Indemnified Parties with counsel selected by Owners and reasonably approved by the City.

5.2.1 City agrees to give Owners written notice of any third party claim that may give rise to a claim for indemnification hereunder within thirty (30) days after actual notice or service of such third party claim. However, the failure to give timely notice as hereinabove provided shall not defeat any claim for indemnification hereunder, except to the extent that the party to whom such notice was owing is prejudiced by the lack of such timely notice. The provisions of this Section 5.2 shall survive the relinquishment of possession and control of the Subject Property Interests by the Owners and the termination of this Agreement.

5.2.2 Owners shall add City as an additional insured or obtain an endorsement to their insurance policy which insures the Subject Property Interests in the event contamination is found and Subject Property Interests remediation required, and pursuant to directives issued by the Environmental Protection Agency or any similar state agency.

5.2.3 Owners obligation to indemnify the City pursuant to the foregoing provisions of this Section 5.2 shall (a) be personal to Owners, (b) survive the sale of the Subject Property Interests by Owners, and (c) shall not bind any subsequent owner, tenant or occupant of the Subject Property.

5.2.4 City agrees to indemnify and defend (with counsel approved by Owners) Owners for damages and personal injury claims as a result of the City's inspection of and use of the Subject Property Interests.

5.2.5 Prior to entry onto the Subject Property and/or Subject Property Interest and thereafter, City and its representatives shall maintain (and deliver to Owners a certificate(s) of insurance naming Owners as additional insured) on a primary, non-contributing basis evidencing commercial general liability and property damage insurance with limits of not less than Three Million Dollars (\$3,000,000) in the aggregate for liability coverage and not less than One Million Dollars (\$3,000,000) in the aggregate for property damage, bodily and personal injury including death.

6. Representations of Owners.

6.1 Ownership.

6.1.1 The Owners hereby represent to the best of its knowledge to the City the following, it being expressly understood and agreed that all such representations are to be true through the execution of the Agreement and Escrow. Owners liability under the following provisions of this Section 6 shall (a) be personal to Owners, (b) survive the sale of the Subject Property Interests by Owners, and (c) shall not bind any subsequent owner, tenant or occupant of the Subject Property.

6.1.2 The Owners warrant and represent that they are the owners of the Subject Property Interests and have the legal capacity to convey said Subject Property Interests to City. The performance of any obligations of City under, or related to, this Agreement is expressly

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conditional upon the Owners warranty and representation that they are the owners of the Subject Property Interests.

6.1.3 The Owners warrant and represent that they have full right and power to execute this Agreement. When executed and delivered, all parties having an interest in the Subject Property Interests shall be lawfully bound by the terms of this Agreement. The Owners are the sole owner of the Subject Property Interests. Until the Close of Escrow herein, the Owners shall not further transfer, lease or encumber the Subject Property Interests or allow the Subject Property Interests to be further encumbered.

6.2 Hazardous Substances.

6.2.1 The Owners represent to the best of its knowledge that, they have no information that Subject Property Interests may be contaminated by "Hazardous Substances" (as defined by the Environmental Protection Agency or any similar state agency) at, on, in, under, migrating to, or migrating from the Subject Property, which may require remediation work to comply with applicable Environmental Laws.

6.2.2 The Owners represent to the best of their knowledge there are no buried or partially buried storage tanks located on the Subject Property Interests.

6.2.3 The Owners represent to the best of their knowledge the Subject Property Interests have never been used as a dump or landfill.

6.2.4 The Owners will disclose to the City within seven (7) business days of the opening of Escrow, and make available for inspection, all information, records, and studies maintained by the Owners in connection with the Subject Property Interests concerning Hazardous Substances, including all files and records concerning the Subject Property Interests. Owners' duty to disclose subsequently discovered information concerning the Subject Property Interests extends through the Close of Escrow.

6.2.5 Except if caused by the City, if the Subject Property Interests are found to be contaminated, as defined by the Environmental Protection Agency or any similar state agency, the Owners shall provide for a cleanup of the Subject Property Interests in accordance with all applicable Environmental Laws.

6.2.6 No condition on the Subject Property Interests, other than those disclosed herein, are known to violate any health, safety, fire, environmental, sewage, building, or other federal, state, or local law, code, ordinance, or regulation.

6.2.7 Any information that the Owners have delivered to the City, either directly, indirectly, or through the Owners agents, are to the best of Owner's knowledge are accurate and the Owners have disclosed all known material facts with respect to the Subject Property Interests. City is to conduct its own investigation concerning the Subject Property Interest.

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6.3 Owners are not aware of any pending litigation or threatened litigation which does or may adversely affect the Subject Property Interests. This Agreement is entered into as a result of and to resolve a potential condemnation action.

6.4 Excepting the potential condemnation action, there are no other actions or proceedings pending or threatened against the Owners, before any court or administrative agency in any way connected with or relating to the Subject Property Interests, or affecting the Owners ability to fulfill all of his obligations under this Agreement.


6.5 Except as otherwise described above, there are no known natural or artificial conditions upon the Subject Property Interests that could result in a material and adverse change in the condition of the Subject Property Interests.

7. Deposit of Documents in Escrow.

7.1 Owners Deliveries. Owners shall deliver to Escrow Holder prior to the Close of Escrow the following instruments and documents, the delivery of each of which shall be a condition of the Close of Escrow:

- a. Two Permanent Slope Easement Deeds for the Subject Property Interests duly executed and acknowledged by Owners in the general form of Exhibits C and D attached hereto; and
- b. A Certification of Non-Foreign Status in accordance with I.R.C. Section 1445 in the form of Exhibit E attached hereto ("FIRPTA Certificate")(Exhibit E); and
- c. In the event an environmental insurance policy is required and becomes available to the Owners, Owners shall provide such proof that the City has been added as an additional insured or an endorsement has been made to the Owners environmental insurance policy which insures the Subject Property Interests in the event contamination is found and Subject Property Interests remediation required, and pursuant to directives issued by the Environmental Protection Agency or any similar state agency; and
- d. Such proof of Owners' authority, authorization, and warranty of title to enter into this Agreement and to consummate the transaction contemplated hereby as Title Company may reasonably require for the issuance of the Title Policy.

7.2 City Deliveries. City shall deliver to Escrow Holder prior to the Close of Escrow such proof of City's authority and authorization to enter into this transaction as Title Company may reasonably require for the issuance of the Title Policy. And, City shall deliver to Escrow Holder three (3) business days prior to the Close of Escrow the Purchase Price as provided in Section 1.1, along with City's deposit of probable closing costs of the Escrow.



8. Authorization to Record Documents and Disburse Funds.

8.1 Escrow Holder is authorized to record, file and deliver, as appropriate, the documents and disburse the funds and documents called for hereunder upon the Close of Escrow, provided each of the following conditions has then been fulfilled:

- a. Title Company can issue the Title Policy; and
- b. Escrow Holder shall have received City's notice of approval or satisfaction or waiver of all of the contingencies to City's obligations hereunder, as provided for in Section 10; and
- c. Escrow Holder shall have received Owners' notice of approval or satisfaction or waiver of all of the contingencies to Owners' obligations hereunder, as provided for in Section 11; and
- d. Owners and City shall have deposited in the Escrow the documents required pursuant to Section 7, and City shall have deposited with Escrow Holder the Purchase Price as provided in Section 1.1, along with City's deposit of probable closing costs of the Escrow; and
- e. Unless otherwise instructed in writing, Escrow Holder is authorized to record at the Close of Escrow any instrument delivered through the Escrow if necessary or proper for issuance of the Title Policy, including, but not limited to the two Permanent Slope Easement Deeds.

9. Escrow Charges and Prorations.

9.1 City shall pay all of the escrow fees, and miscellaneous expenses as each incurs. City shall pay for the cost of a ALTA Extended Coverage Owner's Policy of Title Insurance on the Subject Property Interests, and for recording the two Permanent Slope Easement Deeds for the Subject Property Interests, if necessary, and any documentary or other local transfer taxes on the transfer of the Subject Property Interests, if any; however, Escrow Holder is hereby notified that the transfer of the Subject Property Interests to City is likely exempt from documentary transfer taxes pursuant to Revenue and Taxation Code Section 11922.

9.2 Real estate, personal property taxes, governmental charges, assessments (including any special assessments), or impositions against the Subject Property Interests on the basis of the fiscal year or calendar year for which assessed shall be prorated as of the Close of Escrow. If the Close of Escrow shall occur before the tax rate is fixed, the apportionment of taxes on the Close of Escrow shall be based on the tax rate for the immediately preceding year applied to the latest assessed valuation after the tax rate is fixed, and City and Owners shall, when the tax rate is fixed, make any necessary adjustment.

10. City's Contingencies.

10.1 For the benefit of City, the Close of Escrow and City's obligation to consummate the purchase of the Subject Property Interests shall be contingent upon the satisfaction of all of



the following conditions (provided, however, that City may waive any or all such contingencies in a writing to Escrow Holder) on or before the Close of Escrow or such earlier date as is specified below:

- a. Owners' delivery of all documents required to be delivered by Owners pursuant to Section 7; and
- b. Title Company's irrevocable and unconditional agreement to issue the Title Policy, which Title Policy issuance must be disapproved in writing delivered to Escrow Holder and Owners by City before 5:00 pm on October 25, 2013 or this contingency is deemed approved and accepted by City; and
- c. The City's approval, in its sole and absolute discretion, of the results of such soils, geological, toxic waste, hazardous substance, and/or any other kind of tests and analyses, as the City, or its representative, may perform, and including without limitation, such tests as are necessary. The City's approval, in its sole and absolute discretion of the physical condition of the Subject Property Interests, including without limitation, any and all inspections, tests, survey(s), and other studies to be conducted by the City, in the City's sole discretion, including without limitation, any environmental Subject Property Interests assessments, investigations, studies and reports that may be required under the California Environmental Quality Act ("CEQA"). The City's approval of any such inspections of the Subject Property Interests shall not alter or diminish the Owners representations under this Agreement, and the Owners acknowledge and agree that the City is nonetheless partially relying on the Owners representations made herein, unless such representation is specifically waived in whole or in part by the City in writing; and
- d. City shall complete its inspections and investigation of the Subject Property Interests, which inspections and investigation must be disapproved in writing delivered to Escrow Holder and Owners by City before 5:00 pm on October 25, 2013 or this contingency is deemed approved and accepted by City.

10.2 Approval of this Agreement by the City Council of Agoura Hills is an express condition to the obligation of City to perform under this Agreement.

11. Owners Contingencies.

For the benefit of Owners, the Close of Escrow and Owners obligation to consummate the sale of the Subject Property Interests shall be contingent upon City's deposit of the Purchase Price, and all other sums and documents to be deposited by City in the Escrow in accordance with the requirements hereof (provided, however, that Owners may waive such contingency in a writing to Escrow Holder), on or before the Close of Escrow.

12. Default.

In the event of a breach or default under this Agreement by either Owners or City, and if the default is not cured within ten (10) days after delivery of written notice by the non-defaulting

party to the defaulting party, then the non-defaulting party shall have the right to terminate this Agreement and the Escrow by delivering written notice thereof to the defaulting party and to Escrow Holder. Such termination of the escrow by a non-defaulting party shall be without prejudice to the non-defaulting party's rights and remedies against the defaulting party at law or equity.

13. Notices.

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and shall be deemed given (i) as of the time of hand delivery to the addresses set forth below, and provided that the delivery was made on a business day, or (ii) as of the date of verbal confirmation by telephone with the addressee of receipt of a facsimile transmission to the facsimile numbers set forth, provided a conforming copy has been deposited into United States mail, postage prepaid, and provided further that the transmission was made on a business day, or (iii) three (3) days after deposit into the United States mail, postage prepaid, by registered or certified mail, return receipt requested. Unless notice of a different address has been given in accordance with this Section 13, all such notices shall be addressed as follows:

If to Agoura Hills Center Properties, LLC: Agoura Hills Center Properties, LLC
30800 Agoura Road
Agoura Hills, California 91301

With a copy to: Agoura Hills Center Properties, LLC
4737 Galendo Street
Woodland Hills, California 91364

If to City to: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
(818) 597-7300
Attn: Nathan Hamburger, Assistant City Manager
Fax: (818) 597-7352

With a copy to: Richards, Watson & Gershon, APC
355 South Grand Avenue, 40th Floor
Los Angeles, California 90071
Attention: Candice K. Lee, City Attorney
Fax: (213) 626-0078

If to Escrow Company: Commonwealth Land Title / Lawyers Title
888 S. Figueroa Street, Suite 2100
Los Angeles, CA 90017
(213) 330-3059 Direct
(213) 330-3105 Fax
Attn: Cheryl Greer

14. Standard Instructions.

Each party agrees to execute additional reasonable standard instructions, as requested by Escrow Holder, and as may be necessary or proper in order to consummate the transaction contemplated by this Agreement; provided, however, in the event of a conflict between the terms hereof and the terms of such standard instructions, the terms hereof shall control.

15. Amendments.

Any amendments to this Agreement shall be effective only when duly executed by Owners and City and deposited with Escrow Holder.

16. Force Majeure.

Neither Party shall be liable for failure to perform its obligations under this Agreement when such failure is due to any cause beyond the reasonable control of the Party unable to perform, excluding economic or financial reasons.

17. Independent Contractor.

Pursuant to this Agreement and otherwise, each Party shall act as an independent contractor and not as an agent of the other Party, and neither Party shall represent itself as an agent of the other Party. No act done by either Party will be deemed to create a partnership or joint venture with the other Party, nor will the provisions of this Agreement or the related agreements be construed as creating a partnership or joint venture.

18. Attorneys' Fees.

If there is any legal proceeding to enforce or interpret any provision of this Agreement or any of the agreements or instruments contemplated hereby to protect or establish any right or remedy of either Party, the unsuccessful Party to such proceeding shall pay the prevailing Party all costs and expenses, including reasonable attorneys' fees and costs, incurred by such prevailing Party. Attorneys' fees and costs in enforcing any judgment or in connection with any appeal shall be recoverable separately from and in addition to any other amount included in such judgment.

19. Miscellaneous.

19.1 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

19.2 Entire Agreement. This Agreement supersedes any prior agreement, oral or written, and together with the Exhibits, if any, hereto and any agreements delivered pursuant hereto, contains the entire agreement between City and Owners on the subject matter hereof. No subsequent agreement, representation or promise made by either party hereto, or by or to any employee, officer, agent or representative of either party, shall be of any effect unless it is in writing and executed by the party to be bound thereby. No person is authorized to make, and by

execution hereof City and Owners acknowledge that no person has made, any representation, warranty, guaranty or promise, except as set forth herein. No agreement, statement, representation or promise made by any such person that is not contained herein shall be valid or binding on City or Owners.

19.3 Further Documents. Each Party will, wherever and as often as it shall be requested by the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents, including escrow instructions as may reasonably be necessary in order to complete the sale, conveyance and transfer herein provided and to do any and all other acts and to execute, acknowledge and deliver any and all documents as may be requested in order to carry out the intent and purpose of this Agreement.

19.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto; provided, however, that Owners obligation to indemnify the City pursuant to the foregoing provisions of this Paragraph 5.2 and the representations in Paragraph 6 shall (a) be personal to Owners, (b) survive the sale of the Subject Property Interests by Owners, and (c) shall not bind any subsequent owner, tenant or occupant of the Subject Property Interests.

19.5 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

19.6 Survival. The provisions hereof shall not be merged into the Permanent Slope Easement Deeds, shown in Exhibits C and D, but rather shall survive any conveyance hereunder and the delivery of all consideration.

19.7 Exhibits. All exhibits attached hereto, if any, and/or referred to in this Agreement are incorporated herein as though set forth in full.

19.8 Time of the Essence. Time is of the essence in this Agreement.

19.9 Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

19.10 Interpretation and Construction.

19.10.1 Interpretation. In this Agreement the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust, or association whenever the context so requires.

19.10.2 Construction. This Agreement, including all exhibits attached hereto and by this reference incorporated herein, shall be construed as a whole and in accordance with its fair meaning. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto.

19.10.3 Recitals and Captions. The recitals and captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

19.10.4 Applicable Law. This Agreement shall be construed and interpreted under, and governed and enforced according to the laws of the State of California.

19.11 No Owners Relocation Assistance. The just compensation to be paid by the City to the Owners for the Subject Property Interests is the Purchase Price, which amount includes compensation for two permanent slope easements. City shall have no further obligation to Owners under federal or State Eminent Domain Law. Owners are informed and acknowledge that the City has no obligations to the Owners under federal or State Relocation Assistance statutes and guidelines.

19.12 Release.

19.12.1 Except as to the obligations created in this Agreement, Owners for itself, its agents, assigns and related entities, fully releases, acquits and discharges City, and the officers, directors, employees, attorneys, accountants, other professionals, insurers and agents of City (collectively "agents") and all entities related to City, from all rights, claims, demands, actions or causes of action which Owners now has or may have against City arising from Subject Property Interests eminent domain proceedings, any claim to relocation assistance, relocation benefits, or precondemnation damages from the City ("Release").

19.12.2 Except as to the obligations created in this Agreement, this Release is intended as a full and complete release and discharge of any and all such claims that Owners may or might have against City. Owners expressly waive all rights under Section 1542 of the Civil Code of the State of California in connection with the Release, which Owners understand provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his/her favor at the time of executing the release, which if known by him/her must have materially affected his/her settlement with the debtor.

19.12.3 Owners acknowledge that it may hereafter discover facts or law different from or in addition to those which it now believes to be true with respect to the release of claims. Owners agree that the foregoing Release shall be and remain effective in all respects notwithstanding such different or additional facts or law or any party's discovery thereof.

19.12.4 No Party nor any agents nor any related entities have made any statement or representation to any other Party regarding any fact relied upon in entering into this Agreement, and each Party expressly states it does not rely upon any statement, representation or promise of any other Party or any Party's agent or related entities in executing this Agreement, except as is expressly stated in this Agreement. Each Party to this Agreement has made such investigation of the facts and law pertaining to this Agreement, and of all other matters pertaining thereto, as it deems necessary.

19.13 Necessary Acts. Each Party to this Agreement agrees to perform any further acts and execute and deliver any further documents that may be reasonable necessary to carry out the provisions of this Agreement.


19.14 Advice of Counsel. Each Party has had the opportunity to receive independent legal advice with respect to the advisability of making this Agreement and with respect to the meaning of California Civil Code Section 1542. Each Party hereto, by its due execution of this Agreement, represents to every other Party that it has reviewed each term of this Agreement with its counsel and that hereafter no Party shall deny the validity of this Agreement on the ground that the Party did not have the opportunity to receive the advice of counsel.

19.15 Authority to Execute This Agreement. Each person, party or entity executing this Agreement represents that it is authorized to execute this Agreement. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on his or her own behalf, represents that he or she is authorized to execute this Agreement on behalf of that entity.

19.16 Construction and Good Faith. Each Party is entering into this Agreement to compromise a dispute, and this Agreement is made in good faith. Each Party has cooperated in the drafting and preparation of this Agreement. In any construction to be made of this Agreement, or of any of its terms and provisions, the same shall not be construed against any Party.

19.17 Title and Other Interests in Acquired Assets. Except as stated otherwise herein, Owners have good and marketable title in Subject Property Interests and have the complete and unqualified right to sell, assign and deliver such Subject Property Interests to City, free and clear of any lien or restriction on transfer or use. No person other than Owners has any right or interest in the Subject Property Interests, including the right to grant interests in the Subject Property Interests to City.

19.18 Fraudulent Conveyance. Owners are not now insolvent and will not be rendered insolvent by the sale, transfer of the Subject Property Interests pursuant to the terms of this Agreement. Owners are not entering into this Agreement or any of the other agreements referenced in this Agreement with the intent to defraud, delay or hinder its creditors and the consummation of the transactions contemplated by this Agreement, and the other agreements referenced in this Agreement, will not have any such effect. The transactions contemplated in this Agreement or any agreements referenced in this Agreement will not constitute a fraudulent conveyance, or otherwise give rise to any right of any creditor of Owners to any portion of the Subject Property Interests.



19.19 Brokers' Fees. With respect to the transactions contemplated by this Agreement, Owners have no obligation to pay any fees or commissions to any broker, finder, or agent for whom City could become liable or obligated.

19.20 Expenses. City shall pay all herein ordinary Escrow fees and City's own expenses in connection with the negotiation, execution and delivery of this Agreement and any related agreements or instruments. Owners shall bear their own costs and expenses in connection with the execution and delivery of this Agreement and any related agreements or instruments and the completion of the transactions contemplated hereunder.

19.21 Termination. This Agreement may be terminated at any time prior to the payment of the Purchase Price:

- a. by mutual written consent of the Parties;
- b. by either City or Owners if there has been a material misrepresentation or material breach of covenant or agreement contained in this Agreement on the part of the other Party and such breach of a covenant or agreement has not been promptly cured within five (5) business days after receipt of notice of such breach.

19.22 Effect of Termination. In the event of termination of this Agreement by City or Owners as provided in Section 19.21, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of any Party, except to the extent that such termination results from a breach by a Party hereto of any of its representations, warranties, covenants or agreements set forth in this Agreement.

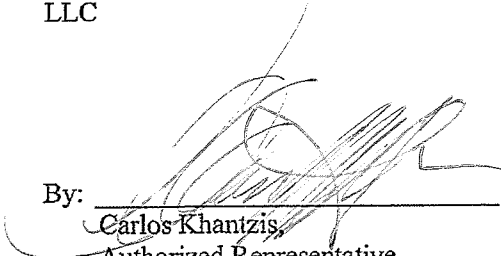
19.23 Liability of Owners. It is expressly understood and agreed that notwithstanding anything in this Agreement to the contrary, and notwithstanding any applicable law to the contrary, the liability (including defense and indemnity) of Owners and any recourse by City against Owners shall be limited solely and exclusively to an amount which is equal to the Subject Property Interests Purchase Price, and Owners shall have no personal liability therefore, and City hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under City. Notwithstanding any contrary provision herein, Owners shall not be liable under any circumstances for injury or damage to, or interference with, City's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase and Sale Agreement and Joint Escrow Instructions to be executed as of the date first above written.

AGOURA HILLS CENTER PROPERTIES,
LLC

CITY OF AGOURA HILLS, a California
municipal corporation

By: _____


Carlos Khantzis,
Authorized Representative

By: _____

Denis Weber, Mayor

ATTEST:

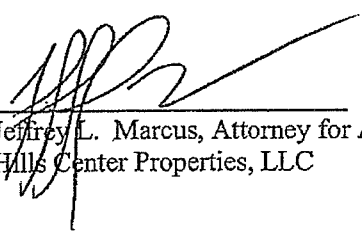
By: _____

Kimberly M. Rodrigues, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____


Jeffrey L. Marcus, Attorney for Agoura
Hills Center Properties, LLC

By: _____

Candice K. Lee, City Attorney

OWNER: AGOURA HILLS CENTER PROPERTIES
A.P.N.: 2061-001-025

PARCEL NO. 02-PE-1

DESCRIPTION

BEING A PORTION OF PARCEL 2 OF PARCEL MAP 15762, IN THE CITY OF AGOURA HILLS, AS PER MAP FILED IN BOOK 175 PAGES 6 AND 7 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF AGOURA ROAD 100 FEET WIDE WITH THE WESTERLY LINE OF SAID PARCEL 2, BEING A POINT IN A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1946.29 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 02°43'16" EAST;

THENCE ALONG SAID WESTERLY LINE SOUTH 02°43'16" WEST 3.00 FEET TO A POINT IN A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1943.29 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 02°43'16" EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°03'42" AN ARC DISTANCE OF 273.43 FEET;

THENCE SOUTH 79°13'02" EAST 19.09 FEET;

THENCE NORTH 10°46'58" EAST 3.00 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE OF AGOURA ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 79°13'02" WEST 19.09 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1946.29 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°03'42" AN ARC DISTANCE OF 273.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 878 SQUARE FEET



Handwritten signature and date: Mark Fox 04-25-13

OWNER: AGOURA HILLS CENTER PROPERTIES
A.P.N.: 2061-001-025

PARCEL NO. 02-PE-2

DESCRIPTION

BEING A PORTION OF PARCEL 2 OF PARCEL MAP 15762, IN THE CITY OF AGOURA HILLS, AS PER MAP FILED IN BOOK 175 PAGES 6 AND 7 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF AGOURA ROAD 100 FEET WIDE WITH THE WESTERLY LINE OF SAID PARCEL 2, BEING A POINT IN A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1946.29 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 02° 43' 16" EAST;

THENCE ALONG SAID WESTERLY LINE SOUTH 02° 43' 16" WEST 17.62 FEET;

THENCE SOUTH 51° 59' 46" EAST 12.95 FEET;

THENCE NORTH 49° 03' 16" EAST 1.87 FEET;

THENCE SOUTH 76° 55' 10" EAST 88.75 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 332.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 36' 47" AN ARC DISTANCE OF 90.47 FEET;

THENCE NORTH 87° 28' 03" EAST 99.60 FEET;

THENCE SOUTH 74° 00' 04" EAST 58.50 FEET;

THENCE SOUTH 60° 51' 37" EAST 38.22 FEET;

THENCE NORTH 88° 24' 58" EAST 16.71 FEET;

THENCE SOUTH 58° 33' 51" EAST 4.05 FEET;

THENCE SOUTH 73° 23' 24" EAST 8.84 FEET;

THENCE SOUTH 80° 34' 03" EAST 69.05 FEET;

THENCE SOUTH 75° 37' 57" EAST 32.47 FEET;

THENCE SOUTH 78° 03' 37" EAST 48.66 FEET;

THENCE SOUTH 76° 38' 16" EAST 31.40 FEET;

THENCE SOUTH 79° 13' 02" EAST 262.41 FEET TO THE WESTERLY LINE OF THE LOS ANGELES COUNTY FLOOD CONTROL EASEMENT PER DOCUMENT RECORDED FEBRUARY 9, 1994 AS INST. NO. 94-391146, O.R.

THENCE ALONG SAID WESTERLY LINE NORTH 14° 25' 00" WEST 37.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID AGOURA ROAD, BEING A POINT IN A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2050.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 08° 29' 28" WEST;

THENCE WESTERLY ALONG SAID CURVE AND RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 02° 17' 30" AN ARC DISTANCE OF 81.94 FEET;

THENCE NORTH 79° 13' 02" WEST 487.10 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1946.29 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08° 03' 42" AN ARC DISTANCE OF 273.85 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT SAID INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF AGOURA ROAD 100 FEET WIDE WITH THE WESTERLY LINE OF SAID PARCEL 2, BEING A POINT IN A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1946.29 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 02°43'16" EAST;

THENCE ALONG SAID WESTERLY LINE SOUTH 02°43'16" WEST 3.00 FEET TO A POINT IN A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1943.29 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 02°43'16" EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°03'42" AN ARC DISTANCE OF 273.43 FEET;

THENCE SOUTH 79°13'02" EAST 19.09 FEET;

THENCE NORTH 10°46'58" EAST 3.00 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE OF AGOURA ROAD;

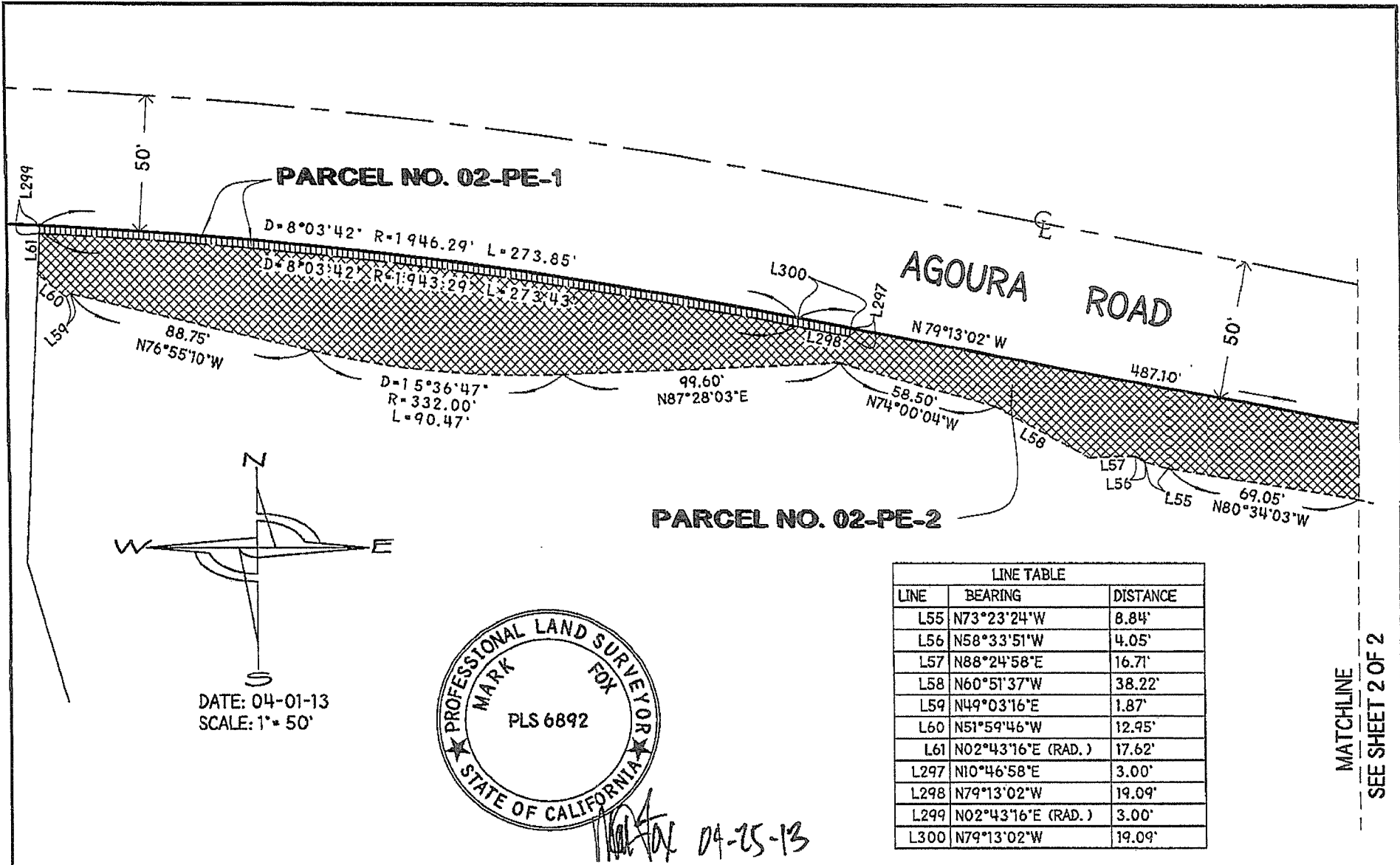
THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 79°13'02" WEST 19.09 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1946.29 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°03'42" AN ARC DISTANCE OF 273.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 24,108 SQUARE FEET



B-1



LINE TABLE		
LINE	BEARING	DISTANCE
L55	N73°23'24"W	8.84'
L56	N58°33'51"W	4.05'
L57	N88°24'58"E	16.71'
L58	N60°51'37"W	38.22'
L59	N49°03'16"E	1.87'
L60	N51°59'46"W	12.95'
L61	N02°43'16"E (RAD.)	17.62'
L297	N10°46'58"E	3.00'
L298	N79°13'02"W	19.09'
L299	N02°43'16"E (RAD.)	3.00'
L300	N79°13'02"W	19.09'

MATCHLINE
SEE SHEET 2 OF 2

OWNER: AGOURA HILLS CENTER
A.P.N. 2061-001-025

DATE	REVISION

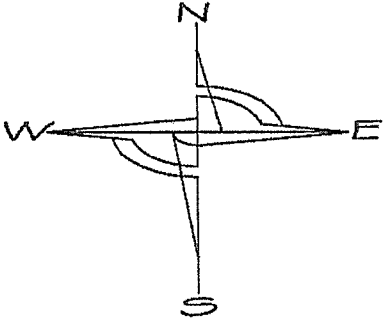
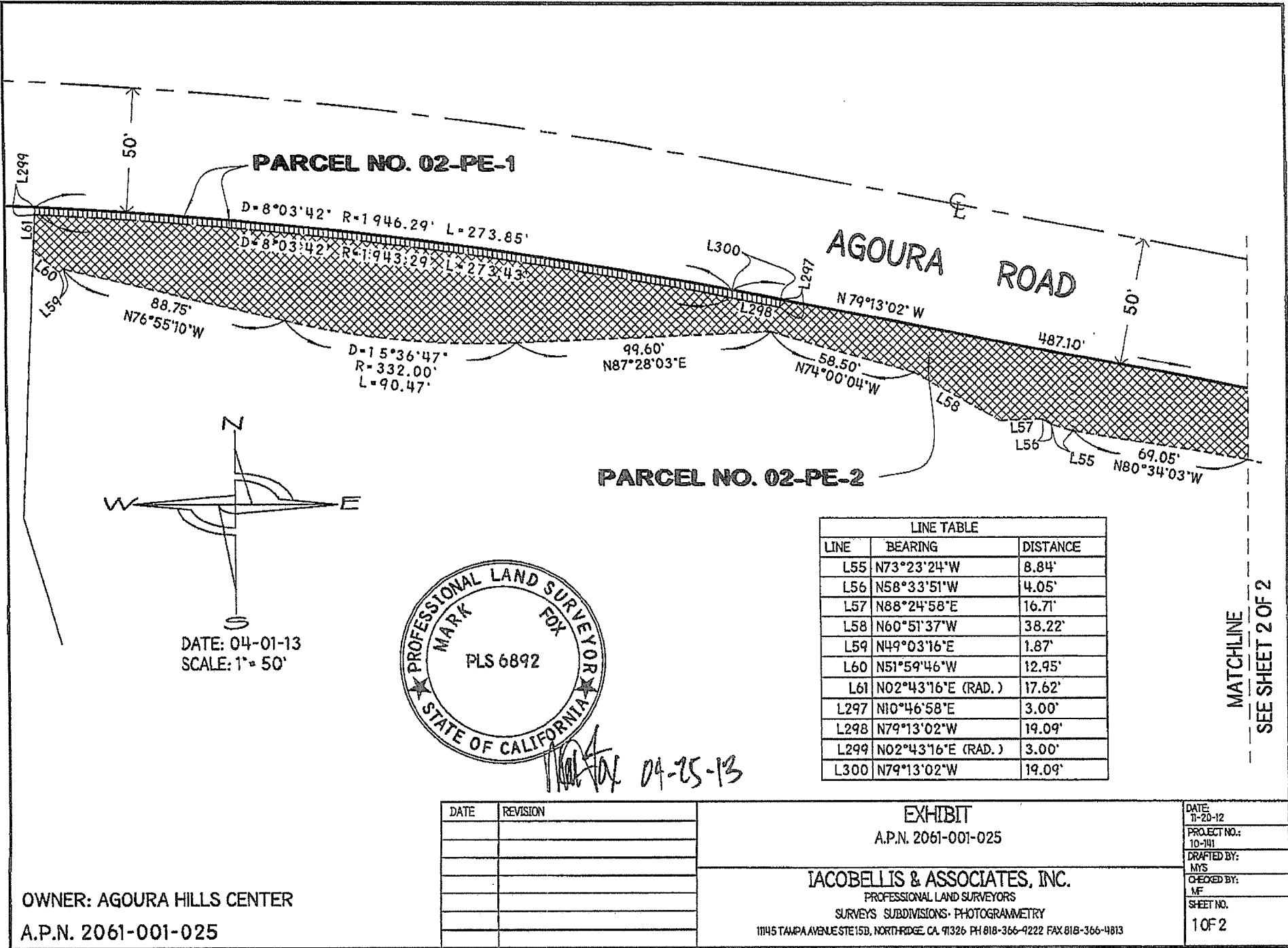
EXHIBIT
A.P.N. 2061-001-025

JACOBELLIS & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
SURVEYS SUBDIVISIONS PHOTOGRAMMETRY
11145 TAMPA AVENUE STE 150, NORTHridge, CA 91326 PH 818-366-4222 FAX 818-366-4813

DATE: 11-20-12
PROJECT NO.: 10-141
DRAFTED BY: MYS
CHECKED BY: MF
SHEET NO. 1 OF 2

Mark Fox 04-25-13

B-2



DATE: 04-01-13
 SCALE: 1" = 50'



Mark Fox 04-25-13

LINE TABLE		
LINE	BEARING	DISTANCE
L55	N73°23'24"W	8.84'
L56	N58°33'51"W	4.05'
L57	N88°24'58"E	16.71'
L58	N60°51'37"W	38.22'
L59	N49°03'16"E	1.87'
L60	N51°59'46"W	12.95'
L61	N02°43'16"E (RAD.)	17.62'
L297	N10°46'58"E	3.00'
L298	N79°13'02"W	19.09'
L299	N02°43'16"E (RAD.)	3.00'
L300	N79°13'02"W	19.09'

MATCHLINE
SEE SHEET 2 OF 2

OWNER: AGOURA HILLS CENTER
 A.P.N. 2061-001-025

DATE	REVISION

EXHIBIT
 A.P.N. 2061-001-025

IACOBELLIS & ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 SURVEYS SUBDIVISIONS PHOTOGRAMMETRY
 11145 TAMPA AVENUE STE 15B, NORTH RIDGE, CA. 91326 PH 818-366-9222 FAX 818-366-4813

DATE	11-20-12
PROJECT NO.	10-111
DRAFTED BY:	MYS
CHECKED BY:	MF
SHEET NO.	1 OF 2

Recording requested by:

Candice K. Lee, City Attorney
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301

When recorded, return to:

City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attn: City Clerk

APN 2061-001-025

Space above this line for Recorder's use only

GRANT OF PERMANENT SLOPE EASEMENT

(02-PE-1)

AGOURA HILLS CENTER PROPERTIES, LLC, a California Limited Liability Company "Grantor" declares as follows:

1. Grantor is the record fee owner of that certain real property located at 30800 Agoura Road in the City of Agoura Hills, California, identified as Los Angeles County Tax Assessor's Parcel Number 2061-001-025 ("Grantor's Property"). Grantor's Property is approximately 7.10 -acres in size.

2. Pursuant to a written agreement, Grantor grants to the City of Agoura Hills, a municipal corporation ("Grantee"), located in the County of Los Angeles, State of California and Grantee acquires from Grantor an approximate 878 square foot permanent slope easement ("Permanent Slope Easement") on Grantor's Property for the Agoura Road Widening and Canwood Street Improvements Project ("Project") and all uses necessary and convenient thereto. The Permanent Slope Easement area is described more particularly on Exhibit "A-1" and depicted on Exhibit "B-1". Exhibits "A-1" and "B-1" are incorporated herein by this reference.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee an approximate 878 square foot Permanent Slope Easement on Grantor's Property for the Project and for the purpose of constructing, maintaining, repairing and replacing a slope, and all uses necessary or convenient thereto, including, but not limited to, the right to install, maintain, replace and remove slope improvements, including soils, landscaping and any related irrigation equipment within the Permanent Slope Easement.

EXHIBIT C

The Permanent Slope Easement shall automatically terminate upon termination of the use of the Permanent Slope Easement area thereof for slope purposes or, if any part of the Permanent Slope Easement area is not used for such purposes, then the Permanent Slope Easement shall automatically terminate with respect to that portion of the Permanent Slope Easement area.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Permanent Slope Easement on _____, 2013.

GRANTOR:

**AGOURA HILLS CENTER PROPERTIES, LLC,
A California Limited Liability Company**

By: _____
Authorized Representative

ACKNOWLEDGMENT

State of _____

County of _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public (Seal)

Recording requested by:

Candice K. Lee, City Attorney
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301

When recorded, return to:

City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attn: City Clerk

APN 2061-001-025

Space above this line for Recorder's use only

GRANT OF PERMANENT SLOPE EASEMENT

(02-PE-2)

AGOURA HILLS CENTER PROPERTIES, LLC, a California Limited Liability Company "Grantor" declares as follows:

1. Grantor is the record fee owner of that certain real property located at 30800 Agoura Road in the City of Agoura Hills, California, identified as Los Angeles County Tax Assessor's Parcel Number 2061-001-025 ("Grantor's Property"). Grantor's Property is approximately 7.10 -acres in size.

2. Pursuant to a written agreement, Grantor grants to the City of Agoura Hills, a municipal corporation ("Grantee"), located in the County of Los Angeles, State of California and Grantee acquires from Grantor an approximate 24,108 square foot permanent slope easement ("Permanent Slope Easement") on Grantor's Property for the Agoura Road Widening and Canwood Street Improvements Project ("Project") and all uses necessary and convenient thereto. The Permanent Slope Easement area is described more particularly on Exhibit "A-2" and depicted on Exhibit "B-2". Exhibits "A-2" and "B-2" are incorporated herein by this reference.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee an approximate 24,108 square foot Permanent Slope Easement on Grantor's Property for the Project and for the purpose of constructing, maintaining, repairing and replacing a slope, and all uses necessary or convenient thereto, including, but not limited to, the right to install, maintain, replace and remove slope improvements, including soils, landscaping and any related irrigation equipment within the Permanent Slope Easement.

EXHIBIT D

The Permanent Slope Easement shall automatically terminate upon termination of the use of the Permanent Slope Easement area thereof for slope purposes or, if any part of the Permanent Slope Easement area is not used for such purposes, then the Permanent Slope Easement shall automatically terminate with respect to that portion of the Permanent Slope Easement area.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Permanent Slope Easement on _____, 2013.

GRANTOR:

**AGOURA HILLS CENTER PROPERTIES, LLC,
A California Limited Liability Company**

By: _____
Authorized Representative

ACKNOWLEDGMENT

State of _____

County of _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public (Seal)

EXHIBIT E

SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986 ("Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. Further, California Revenue and Taxation Code Sections 18805(d)(1) and 26131(3)(1) provides that a transferee must withhold an amount equal to 3 1/3% of the sales price of California real property conveyed. Pursuant to the Purchase and Sale Agreement and Joint Escrow Instructions ("Agreement") dated as of October _____, 2013, AGOURA HILLS CENTER PROPERTIES, LLC ("Transferor") will transfer that certain real property described in Exhibit A-1, A-2, B-1 and B-2 to the Agreement (the "Real Property") to the City of Agoura Hills ("Transferee"). To inform Transferee that withholding of tax is not required upon the disposition of the Real Property, the undersigned hereby declares the following on behalf of Transferor:

1. It is the Transferor.
2. Transferor is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
3. Transferor's U.S. tax identification number is: _____
4. Transferor's address is: _____

Transferor understands that this Affidavit may be disclosed to the Internal Revenue Service and/or the State of California Franchise Tax Board by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Transferor understands that Transferee is relying on this Affidavit in determining whether withholding is required upon said transfer.

We declare under penalty of perjury that we have examined this declaration, and to the best of our knowledge and belief it is true, correct and complete.

Executed this 5 day of October __, 2013, at Agoura Hills, California.

By: _____


EXHIBIT E

Exhibit B

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

**(Re Los Angeles County Assessor's Parcel No. 2061-001-031;
Southside of Agoura Road and West of Reyes Adobe Road, Agoura Hills, California)
(Walter S. Buckley, III, Trustee of the Walter S. Buckley Family Trust dated August 5,
2010)**

This Purchase and Sale Agreement and Joint Escrow Instructions (hereafter referred to as "Agreement") are made and entered into as of October 8, 2013, by and between the City of Agoura Hills, a California municipal corporation (hereafter referred to as the "City"), and WALTER S. BUCKLEY, III, Trustee of the WALTER S. BUCKLEY FAMILY TRUST, dated August 5, 2010 (hereafter "Owner"), (hereinafter referred to individually as a "Party" or collectively as "Parties") with respect to the following facts:

RECITALS

- A. The "Subject Property" means the real property interests at the southside of Agoura Road and west of Reyes Adobe Road, Agoura Hills, California and identified as Los Angeles County Tax Assessor's Parcel Number 2061-001-031.
- B. City seeks to acquire a 653 square foot permanent slope easement and an 18,287 square foot permanent slope easement (the "Subject Property Interests")(see Exhibits A-1, A-2, B-1, and B-2) over portions of the Subject Property.
- C. The Subject Property Interests are required for a public works project commonly known as the Agoura Road Widening and Canwood Street Improvements Project ("Project") and all uses necessary and convenient thereto.
- D. The Parties desire to avoid costly litigation and to establish their respective rights and obligations arising from City's acquisition of the Subject Property Interests upon the terms and conditions set forth below.
- E. This Agreement is made with respect to all of Owner's claims arising from City's acquisition of the Subject Property Interests that were asserted or that could have been asserted by Owner in an eminent domain proceeding, including, but not limited to claims for just compensation, improvements pertaining to the realty, fixtures and equipment, relocation assistance, relocation benefits, loss of goodwill, precondemnation damages, interest, litigation expenses including attorneys' fees, appraisal fees, statutory costs, and for damages of every other kind and nature suffered or to be suffered by Owner. **This Agreement is not binding upon either party upon and until the formal approval of the terms and conditions of the herein Agreement by the City Council of the City of Agoura Hills.**

DEFINITIONS

Defined terms as used in this Agreement, the following terms shall have the following meanings:

“*Subject Property Interests*” a 653 square foot permanent slope easement and an 18,287 square foot permanent slope easement, see Exhibits A-1, A-2, B-1, and B-2, from the real property identified as Assessor’s Parcel Number 2061-001-031.

“*Business Day*” means any day excluding Saturday, Sunday and any legal holiday.

“*City*” means City of Agoura Hills, and any and all of its contractors, subcontractors, agents or employees.

“*Governmental Entity*” means any foreign or domestic (federal, state or local) governmental agency, commission, board, authority, court or other instrumentality.

“*Lien*” means any mortgage, pledge, lien, encumbrance, lease payment obligations, other security interest, claim, hypothecation, and assignment for security or charge of any kind.

“*Person*” means any individual, partnership, corporation or recognized legal entity.

“*Transfer Documents*” means the Permanent Slope Easement Deeds (Exhibit “C” and “D”) and the Owners’ Affidavit of Non Foreign Status (Exhibit “E”).

NOW, THEREFORE, in consideration of the premises and the mutual promises made in this Agreement, and in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows:

1. Valuation; Consideration.

1.1 City will pay to Owner for the Subject Property Interests the total sum of \$330,000 (Three Hundred Thirty Thousand Dollars) (“Purchase Price”), which amount is in settlement of all claims for compensation by Owner that could have been asserted by Owner in an eminent domain proceeding relating to the Subject Property Interests, including, but not limited to claims for just compensation, improvements pertaining to the realty, temporary construction easement, land acquisition, accommodations for business disruption both temporary and permanent, fixtures and equipment, relocation assistance, relocation benefits, loss of goodwill, precondemnation damages, interest, litigation expenses including attorneys’ fees, appraisal fees, statutory costs, and for damages of every other kind and nature suffered or to be suffered by Owner resulting from City’s acquisition of the Subject Property Interests.

1.2 Except as otherwise set forth herein, City shall have no further obligation with regard to the Subject Property Interests to Owner under the State Eminent Domain Law or under the Relocation Assistance and Real Property Acquisition statutes and guidelines.

1.3 City shall receive from Owner, a Permanent Slope Easement Deed for the 653 square foot interest as set forth in Exhibit C attached hereto and incorporated by reference.

1.4 City shall receive from Owner, a Permanent Slope Easement Deed for the 18,287 square foot interest as set forth in Exhibit D attached hereto and incorporated by reference.

1.5 Owner waives any and all rights to loss of business goodwill resulting from the transaction contemplated by this Agreement pursuant to Code of Civil Procedure Section 1263.510.

1.6 Owner waives any and all claims for loss of income or profits caused by the acquisition by City of the Subject Property Interests or the construction in the manner proposed.

2. Deposit. The Purchase Price shall be deposited in the Escrow prior to the Close of Escrow. The entire Purchase Price shall be delivered to Owner concurrently with the Close of Escrow.

3. Opening and Closing of Escrow. Upon the parties' execution of this Agreement, an escrow (the "Escrow") shall be opened with Lawyers Title Company, 888 South Figueroa, Suite 2100, Los Angeles, CA 90017 Phone: (213) 330-2330: Fax: (213) 330-3105, Attn: Cheryl Greer, which will be the escrow holder ("Escrow Holder"). For the purposes of this Agreement, "Opening of Escrow" shall mean the date on which Escrow Holder shall have received executed counterparts of this Agreement from City and Owner. Escrow shall close (the "Close of Escrow") on or before October 31, 2013.

4. Title and Title Policy.

4.1 Lawyers Title Company by agent Diane Greer at phone: (213) 330-2330 ("Title Company") has issued a "Litigation Guarantee", Order No. 09510426 (re: APN 2061-001-031) dated as of August 19, 2013, prior to issuance of a Title Report.

4.2 City hereby approves the Order No. 09510426 (re: APN 2061-001-031) legal description of the Subject Property Interests in the Litigation Guarantee. City disapproves any monetary exceptions evidenced by deeds of trust, mortgages or monetary liens, appearing on the Litigation Guarantee. A condition to the Close of Escrow is City's concurrent receipt of an ALTA Extended Coverage Owner's Policy of Title Insurance with liability equal to the Purchase Price, showing title to the Subject Property Interests vested in City, free and clear of all liens and exceptions other than the Permitted Title Exceptions #B and such other matters as may be approved or created by City.

5. Condition of the Subject Property.

5.1 Inspection of the Subject Property Interests: Contamination. City has visually inspected the Subject Property Interests prior to the execution of this Agreement. City has not found any information to indicate that the Subject Property Interests are contaminated (contaminated or contamination as defined by the federal Environmental Protection Agency or similar state agencies).

5.2 Indemnification. Owner warrants that City shall not be held liable for remediation or cleanup of any existing contamination found on the Subject Property Interests therein. The Owner hereby agrees to indemnify the City against, and to hold the City harmless from, all claims, liabilities, losses, damages, costs and expenses, including, without limitation, legal fees and disbursements, incurred by the City, its officers, directors, employees, agents and representatives (collectively, "Indemnified Parties") by reason of any claims and litigation,

including environmental law claims for cleanup or remediation relating to the Subject Property Interests that arise directly or indirectly from acts, occurrences or matters that take place prior to the relinquishment of possession and control of the Subject Property Interests, by the Owner to the City. In the event any of the aforementioned claims or litigation relating to the Subject Property Interests arises, at the option of the City, Owner agrees to defend the Indemnified Parties with counsel reasonably approved by the City.

5.2.1 City agrees to give Owner written notice of any third party claim that may give rise to a claim for indemnification hereunder within ten (10) days after actual notice or service of such third party claim. However, the failure to give timely notice as hereinabove provided shall not defeat any claim for indemnification hereunder, except to the extent that the party to whom such notice was owing is prejudiced by the lack of such timely notice. The provisions of this Section 5.2 shall survive the relinquishment of possession and control of the Subject Property Interests by the Owner and the termination of this Agreement.

5.2.2 To the extent Owner carries such insurance, Owner shall add City as an additional insured or obtain an endorsement to the insurance policy, if any, which insures the Subject Property Interests in the event contamination is found and Subject Property Interests remediation is required, and pursuant to directives issued by the Environmental Protection Agency or any similar state agency.

5.2.3 Owner's obligation to indemnify the City pursuant to the foregoing provisions of this Section 5.2 shall (a) be personal to Owner, (b) survive the sale of the Subject Property Interests by Owner, and (c) shall not bind any subsequent owner, tenant or occupant of the Subject Property.

5.2.4 City shall defend (with counsel reasonably approved by Owner), indemnify, and hold Owner harmless, together with Owner's officers, directors, trustees, employees, partners, members, agents, and representatives from all claims, liabilities, losses, damages, costs, expenses, including attorneys' fees, causes of action, and/or judgments resulting from, or arising out of, City's construction of the Project. To the extent City obtains a liability or course of construction insurance policy insuring City against claims arising out of construction of the Project, City shall cause Owner to be named as an additional insured on such policy and shall provide evidence of having done so to Owner.

6. Warranties and Representations of Owners.

6.1 Ownership.

6.1.1 The Owner hereby represents and warrants to the City the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of the relinquishment of possession and control of the Subject Property Interests, by the Owner, through the Agreement, and all of which shall survive the relinquishment of possession and control of the Subject Property Interests by the Owner and through the execution of the Agreement and Escrow. Owner's liability under the following provisions of this Section 6 shall (a) be personal to Owner, (b) survive the sale of the Subject Property Interests by Owner, and (c) shall not bind any subsequent owner, tenant or occupant of the Subject Property.

6.1.2 The Owner warrants and represents that he/it is the owner of the Subject Property Interests and has the legal capacity to convey said Subject Property Interests to City. The performance of any obligations of City under, or related to, this Agreement is expressly conditional upon the Owner's warranty and representation that he/it is the owner of the Subject Property Interests.

6.1.3 The Owner warrants and represents that he/it has full right and power to execute this Agreement. When executed and delivered, all parties having an interest in the Subject Property Interests shall be lawfully bound by the terms of this Agreement. The Owner is the sole owner of the Subject Property Interests, and, to the best of Owner's knowledge, the Subject Property Interests are free and clear of all liens, claims, encumbrances, easements, encroachments on the Subject Property Interests from adjacent properties, encroachments by improvements or vegetation on the Subject Property Interests, or rights of way of any nature. The Owner shall not further transfer, lease or encumber the Subject Property Interests or allow the Subject Property Interests to be further encumbered. Notwithstanding the foregoing, the Owner shall not be prohibited from using the Subject Property as security or collateral for financing purposes, subject to the Subject Property Interests.

6.2 Hazardous Substances.

6.2.1 The Owner warrants that he/it has no information that Subject Property Interests may be contaminated by "Hazardous Substances" (as defined by the Environmental Protection Agency or any similar state agency) at, on, in, under, migrating to, or migrating from the Subject Property, which may require remediation work to comply with applicable Environmental Laws.

6.2.2 The Owner warrants that, to the best of Owner's knowledge, there are no buried or partially buried storage tanks located on the Subject Property Interests.

6.2.3 The Owner warrants that, to the best of Owner's knowledge, the Subject Property Interests have never been used as a dump or landfill.

6.2.4 The Owner will disclose to the City within 5 business days of the opening of Escrow, and make available for inspection, all information, records, and studies maintained by the Owner in connection with the Subject Property Interests concerning Hazardous Substances, including all files and records concerning the Subject Property Interests. Owner's duty to disclose subsequently discovered information concerning the Subject Property Interests extends through the Close of Escrow.

6.2.5 No condition on the Subject Property Interests, other than those disclosed herein, are known to violate any health, safety, fire, environmental, sewage, building, or other federal, state, or local law, code, ordinance, or regulation.

6.2.6 Any information that the Owner has delivered to the City, either directly, indirectly, or through the Owner's agents, is accurate and the Owner has disclosed all material facts with respect to the Subject Property Interests.

6.3 Owner is not aware of any pending litigation or threatened litigation which does or may adversely affect the Subject Property Interests. This Agreement is entered into as a result of, and to eliminate the necessity for, a potential condemnation action.

6.4 Excepting the potential condemnation action, there are no other actions or proceedings pending or, to the best of Owner's knowledge, threatened against the Owner, before any court or administrative agency in any way connected with or relating to the Subject Property Interests, or affecting the Owner's ability to fulfill all of his/its obligations under this Agreement.

6.5 Except as otherwise described above, to the best of Owner's knowledge, there are no natural or artificial conditions upon the Subject Property Interests that could result in a material and adverse change in the condition of the Subject Property Interests.

7. Deposit of Documents in Escrow.

7.1 Owners Deliveries. Owner shall deliver to Escrow Holder prior to the Close of Escrow the following instruments and documents, the delivery of each of which shall be a condition of the Close of Escrow:

- a. Two Permanent Slope Easement Deeds for the Subject Property Interests duly executed and acknowledged by Owner in the form of Exhibits C and D attached hereto; and
- b. A Certification of Non-Foreign Status in accordance with I.R.C. Section 1445 in the form of Exhibit E attached hereto ("FIRPTA Certificate"); and
- c. In the event an environmental insurance policy is maintained by the Owner, Owner shall provide such proof that the City has been added as an additional insured or an endorsement has been made to the Owner's environmental insurance policy, if any, which insures the Subject Property Interests in the event contamination is found and Subject Property Interests remediation is required, and pursuant to directives issued by the Environmental Protection Agency or any similar state agency; and
- d. Such proof of Owner's authority, authorization, and warranty of title to enter into this Agreement and to consummate the transaction contemplated hereby as Title Company may reasonably require for the issuance of the Title Policy.

7.2 City Deliveries. City shall deliver to Escrow Holder prior to the Close of Escrow such proof of City's authority and authorization to enter into this transaction as Title Company may reasonably require for the issuance of the Title Policy.

8. Authorization to Record Documents and Disburse Funds.

8.1 Escrow Holder is authorized to record, file and deliver, as appropriate, the documents and disburse the funds and documents called for hereunder upon the Close of Escrow, provided each of the following conditions has then been fulfilled:

- a. Title Company can issue the Title Policy; and
- b. Escrow Holder shall have received City's notice of approval or satisfaction or waiver of all of the contingencies to City's obligations hereunder, as provided for in Section 10; and
- c. Escrow Holder shall have received Owner's notice of approval or satisfaction or waiver of all of the contingencies to Owner's obligations hereunder, as provided for in Section 11; and
- d. Owner and City shall have deposited in the Escrow the documents required pursuant to Section 7, and City shall have deposited with Escrow Holder the Purchase Price as provided in Section 1.1, along with City's deposit of probable closing costs of the Escrow; and
- e. Unless otherwise instructed in writing, Escrow Holder is authorized to record at the Close of Escrow any instrument delivered through the Escrow if necessary or proper for issuance of the Title Policy, including, but not limited to the two Permanent Slope Easement Deeds.

9. Escrow Charges and Prorations.

9.1 City shall pay all of the escrow fees, and miscellaneous expenses as each incurs. City shall pay for the cost of a ALTA Extended Coverage Owner's Policy of Title Insurance on the Subject Property, and for recording the two Permanent Slope Easement Deeds for the Subject Property Interests, if necessary, and any documentary or other local transfer taxes on the transfer of the Subject Property Interests, if any; however, Escrow Holder is hereby notified that the transfer of the Subject Property Interests to City is likely exempt from documentary transfer taxes pursuant to Revenue and Taxation Code Section 11922.

9.2 Real estate, personal property taxes, governmental charges, assessments (including any special assessments), or impositions against the Subject Property Interests on the basis of the fiscal year or calendar year for which assessed shall be prorated as of the Close of Escrow. If the Close of Escrow shall occur before the tax rate is fixed, the apportionment of taxes on the Close of Escrow shall be based on the tax rate for the immediately preceding year applied to the latest assessed valuation after the tax rate is fixed, and City and Owner shall, when the tax rate is fixed, make any necessary adjustment. To the extent the taxes are calculated based on the entirety of the Subject Property (including the Subject Property Interests), the taxes applicable to the Subject Property Interests shall be pro-rated based on the proportion the square footage of the Subject Property Interests bears to the square footage of the Subject Property.

10. City's Contingencies.

10.1 For the benefit of City, the Close of Escrow and City's obligation to consummate the purchase of the Subject Property Interests shall be contingent upon the satisfaction of all of the following conditions (provided, however, that City may waive any or all such contingencies in a writing to Escrow Holder) on or before the Close of Escrow or such earlier date as is specified below:

- a. Owners' delivery of all documents required to be delivered by Owners pursuant to Section 7; and
- b. Title Company's irrevocable and unconditional agreement to issue the Title Policy; and
- c. The City's approval, in its sole and absolute discretion, of the results of such soils, geological, toxic waste, hazardous substance, and/or any other kind of tests and analyses, as the City, or its representative, may perform, and including without limitation, such tests as are necessary. The City's approval, in its sole and absolute discretion of the physical condition of the Subject Property Interests, including without limitation, any and all inspections, tests, survey(s), and other studies to be conducted by the City, in the City's sole discretion, including without limitation, any environmental Subject Property Interests assessments, investigations, studies and reports that may be required under the California Environmental Quality Act ("CEQA"). The City's approval of any such inspections of the Subject Property Interests shall not alter or diminish the Owner's representations or warranties under this Agreement, and the Owner acknowledges and agrees that the City is nonetheless relying on the Owner's representations and warranties made herein, unless such representation or warranty is specifically waived in whole or in part by the City in writing; and
- d. City shall complete its inspections and investigation of the Subject Property Interests by October 25, 2013. City shall defend (with counsel reasonably approved by Owner), indemnify, and hold Owner harmless, together with Owner's officers, directors, trustees, employees, partners, members, agents, and representatives from all claims, liabilities, losses, damages, costs, expenses, including attorneys' fees, causes of action, and/or judgments resulting from, or arising out of, City's inspections and investigations pursuant to Section 10.1(a) and this Section 10.1(d); and
- e. Approval of this Agreement by the City Council of Agoura Hills is an express condition to the obligation of City to perform under this Agreement. City shall seek said approval of this Agreement within 10 days of the Opening of Escrow.

11. Owner's Contingencies. For the benefit of Owner, the Close of Escrow and Owner's obligation to consummate the sale of the Subject Property Interests shall be contingent upon City's deposit of the Purchase Price, and all other sums and documents to be deposited by City in the Escrow in accordance with the requirements hereof (provided, however, that Owner may waive such contingency in a writing to Escrow Holder), on or before the Close of Escrow.

12. Default. In the event of a breach or default under this Agreement by either Owner or City, and if the default is not cured within thirty (30) days after delivery of written notice by the non-defaulting party to the defaulting party, then the non-defaulting party shall have the right to terminate this Agreement and the Escrow by delivering written notice thereof to the defaulting party and to Escrow Holder. Such termination of the escrow by a non-defaulting party shall be

a conflict between the terms hereof and the terms of such standard instructions, the terms hereof shall control.

15. Amendments. Any amendments to this Agreement shall be effective only when duly executed by Owner and City and deposited with Escrow Holder.

16. Force Majeure. Neither Party shall be liable for failure to perform its obligations under this Agreement when such failure is due to any cause beyond the reasonable control of the Party unable to perform, excluding economic or financial reasons.

17. Independent Contractor. Pursuant to this Agreement and otherwise, each Party shall act as an independent contractor and not as an agent of the other Party, and neither Party shall represent itself as an agent of the other Party. No act done by either Party will be deemed to create a partnership or joint venture with the other Party, nor will the provisions of this Agreement or the related agreements be construed as creating a partnership or joint venture.

18. Attorneys' Fees. If there is any legal proceeding to enforce or interpret any provision of this Agreement or any of the agreements or instruments contemplated hereby to protect or establish any right or remedy of either Party, the unsuccessful Party to such proceeding shall pay the prevailing Party all costs and expenses, including reasonable attorneys' fees and costs, incurred by such prevailing Party. Attorneys' fees and costs in enforcing any judgment or in connection with any appeal shall be recoverable separately from and in addition to any other amount included in such judgment.

19. Miscellaneous.

19.1 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

19.2 Entire Agreement. This Agreement supersedes any prior agreement, oral or written, and together with the Exhibits, if any, hereto and any agreements delivered pursuant hereto, contains the entire agreement between City and Owner on the subject matter hereof. No subsequent agreement, representation or promise made by either party hereto, or by or to any employee, officer, agent or representative of either party, shall be of any effect unless it is in writing and executed by the party to be bound thereby. No person is authorized to make, and by execution hereof City and Owner acknowledge that no person has made, any representation, warranty, guaranty or promise, except as set forth herein. No agreement, statement, representation or promise made by any such person that is not contained herein shall be valid or binding on City or Owner.

19.3 Further Documents. Each Party will, wherever and as often as it shall be requested by the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents, including escrow instructions as may reasonably be necessary in order to complete the sale, conveyance and transfer herein provided and to do any and all other acts and to execute, acknowledge and deliver any and all documents as may be requested in order to carry out the intent and purpose of this Agreement.

19.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto; provided, however, that Owner's obligation to indemnify the City pursuant to the foregoing provisions of this Paragraph 5.2 and the representations and warranties in Paragraph 6 shall (a) be personal to Owner, (b) survive the sale of the Subject Property Interests by Owner, and (c) shall not bind any subsequent owner, tenant or occupant of the Subject Property Interests.

19.5 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

19.6 Survival. The provisions hereof shall not be merged into the Permanent Slope Easement Deeds but rather shall survive any conveyance hereunder and the delivery of all consideration.

19.7 Exhibits. All exhibits attached hereto, if any, and/or referred to in this Agreement are incorporated herein as though set forth in full.

19.8 Time of the Essence. Time is of the essence in this Agreement.

19.9 Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

19.10 Interpretation and Construction.

19.10.1 Construction. This Agreement, including all exhibits attached hereto and by this reference incorporated herein, shall be construed as a whole and in accordance with its fair meaning. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto.

19.10.2 Interpretation. In this Agreement the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust, or association whenever the context so requires.

19.10.3 Recitals and Captions. The recitals and captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

19.10.4 Applicable Law. This Agreement shall be construed and interpreted under, and governed and enforced according to the laws of the State of California.

19.11 No Owners Relocation Assistance. The just compensation to be paid by the City to the Owner for the Subject Property Interests is the Purchase Price, which amount includes compensation for two permanent slope easements. City shall have no further obligation to Owner under federal or State Eminent Domain Law with regard to purchase of the Subject Property Interests. The Owner agrees that other than improvements acquired through this Agreement, he/it maintains no personal and no business presence on the Subject Property Interests. Owner is informed and acknowledges that the City has no obligations to the Owner under federal or State Relocation Assistance and Real Property Acquisition statutes and guidelines with regard to City's acquisition of the Subject Property Interests.

19.12 Release.

19.12.1 Except as otherwise set forth in this Agreement, Owner for itself, its agents, assigns and related entities, fully releases, acquits and discharges City, and the officers, directors, employees, attorneys, accountants, other professionals, insurers and agents of City (collectively "agents") and all entities related to City, from all rights, claims, demands, actions or causes of action which Owner now has or may have against City arising from the acquisition of the Subject Property Interests, potential eminent domain proceedings, or otherwise, including, but not limited to, any claim to relocation assistance, relocation benefits, precondemnation damages, or compensation for property or goodwill from the City.

19.12.2 This release is intended as a full and complete release and discharge of any and all such claims that Owner may or might have against City and its related entities arising from the facts and circumstances described above in this Agreement and relating to the City's acquisition of the Subject Property Interests. In making this release, Owner intends to release City, its related entities and agents from any liability of any nature whatsoever for any claim or injury or for damages or equitable or declaratory relief of any kind, whether the claim, or any facts on which such claim might be based, is known or unknown to the Party possessing the claim. Owner expressly waives all rights under Section 1542 of the Civil Code of the State of California, which Owner understands provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by her or him must have materially affected his settlement with the debtor.

19.12.3 Owner acknowledges that it may hereafter discover facts or law different from or in addition to those which it now believes to be true with respect to the release of claims. Owner agrees that the foregoing release shall be and remain effective in all respects notwithstanding such different or additional facts or law or any party's discovery thereof. Owner shall not be entitled to any relief in connection therewith, including, but not limited to any damages or any right or claim to set aside or rescind this Agreement.

19.12.4 No Party nor any agents nor any related entities have made any statement or representation to any other Party regarding any fact relied upon in entering into this Agreement, and each Party expressly states it does not rely upon any statement, representation or promise of any other Party or any Party's agent or related entities in executing this Agreement,

except as is expressly stated in this Agreement. Each Party to this Agreement has made such investigation of the facts and law pertaining to this Agreement, and of all other matters pertaining thereto, as it deems necessary.

19.13 Necessary Acts. Each Party to this Agreement agrees to perform any further acts and execute and deliver any further documents that may be reasonable necessary to carry out the provisions of this Agreement.

19.14 Advice of Counsel. Each Party has had the opportunity to receive independent legal advice with respect to the advisability of making this Agreement and with respect to the meaning of California Civil Code Section 1542. Each Party hereto, by its due execution of this Agreement, represents to every other Party that it has reviewed each term of this Agreement with its counsel and that hereafter no Party shall deny the validity of this Agreement on the ground that the Party did not have the opportunity to receive the advice of counsel.

19.15 Authority to Execute This Agreement. Each person, party or entity executing this Agreement represents that it is authorized to execute this Agreement. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on his or her own behalf, represents that he or she is authorized to execute this Agreement on behalf of that entity.

19.16 Construction and Good Faith. This Agreement is made in good faith. Each Party has cooperated in the drafting and preparation of this Agreement. In any construction to be made of this Agreement, or of any of its terms and provisions, the same shall not be construed against any Party.

19.17 Required Consents. On or prior to the Closing Date, Owner shall obtain all consents by third Persons (the "Required Consents") necessary to effect the transfer to City of Owner's rights, title and interest in and to the aforementioned portions of the Subject Property Interests and the completion of the transactions contemplated hereby. If one or more Required Consents are not obtained by the Closing Date, City may, in its discretion, waive Owner's obligation to obtain the Required Consents by the Closing Date; provided that Owner shall nonetheless continue to use its best efforts to obtain such Required Consent or Consents as soon as practicable. All Required Consents and waivers obtained or executed by City shall be evidenced by written confirmation executed by the authorized persons.

19.18 Title and Other Interests in Acquired Assets. Owner has good and marketable title in Subject Property Interests and has the complete and unqualified right to sell, assign and deliver such Subject Property Interests to City, free and clear of any lien or restriction on transfer or use. Upon execution and delivery of this Agreement, City will have acquired good and marketable title of such Subject Property Interests, free and clear of any restriction on transfer or use and any lien created by Owner or any other person. No person other than Owner has any right or interest in the Subject Property Interests, including the right to grant interests in the Subject Property Interests to City.

19.19 Fraudulent Conveyance. Owner is not now insolvent and will not be rendered insolvent by the sale, transfer of the Subject Property Interests pursuant to the terms of this

Agreement. Owner is not entering into this Agreement or any of the other agreements referenced in this Agreement with the intent to defraud, delay or hinder its creditors and the consummation of the transactions contemplated by this Agreement, and the other agreements referenced in this Agreement, will not have any such effect. The transactions contemplated in this Agreement or any agreements referenced in this Agreement will not constitute a fraudulent conveyance, or otherwise give rise to any right of any creditor of Owner to any portion of the Subject Property Interests.

19.20 Brokers' Fees. With respect to the transactions contemplated by this Agreement, Owner has no obligation to pay any fees or commissions to any broker, finder, or agent for whom City could become liable or obligated and City shall defend (with counsel reasonably approved by Owner), indemnify, and hold Owner harmless from any claims for any such liability or obligation.

19.21 Expenses. City shall pay all herein ordinary escrow fees and City's own expenses in connection with the negotiation, execution and delivery of this Agreement and any related agreements or instruments. Owner shall bear his/its own costs and expenses in connection with the execution and delivery of this Agreement and any related agreements or instruments and the completion of the transactions contemplated hereunder to escrow.

19.22 Disclosure. The representations or warranties contained in this Agreement and the other information or documents furnished pursuant to this Agreement by Owner to City do not contain any untrue statement of a material fact and do not omit a material fact necessary to make the statements made herein or therein, in light of the circumstances under which they were made, not misleading.

19.23 Termination. This Agreement may be terminated at any time prior to the payment of the Purchase Price:

- a. by mutual written consent of the Parties; and
- b. by either City or Owner if there has been a material misrepresentation or material breach of covenant or agreement contained in this Agreement on the part of the other Party and such breach of a covenant or agreement has not been promptly cured within five days after receipt of notice of such breach.

19.24 Non Assumption of Liabilities. The City is not assuming, and shall not be deemed to have assumed any liabilities or obligations of the Owner of any kind or nature whatsoever.

19.25 Effect of Termination. In the event of termination of this Agreement by City or Owner as provided in Section 19.23, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of any Party, except to the extent that such termination results from a breach by a Party hereto of any of its representations, warranties, covenants or agreements set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase and Sale Agreement and Joint Escrow Instructions to be executed as of the date first above written.

WALTER S. BUCKLEY, III, Trustee of the
WALTER S. BUCKLEY FAMILY TRUST
dated August 5, 2010

CITY OF AGOURA HILLS, a California
municipal corporation

By: Walter S. Buckley, III
Walter S. Buckley, III, Trustee
Dated: October 8, 2013

By: _____
Denis Weber, Mayor
Dated: October __, 2013

ATTEST:

By: _____
Kimberly M. Rodrigues, City Clerk
Dated: October __, 2013

APPROVED AS TO FORM:

Silver & Arsht

By: Randall A. Cohen
Randall A. Cohen
Attorney for Walter S. Buckley, III,
Trustee of the Walter S. Buckley Family
Trust dated August 5, 2010

APPROVED AS TO FORM:

Richards, Watson & Gershon,
A Professional Corporation

By: Candice K. Lee
Candice K. Lee, City Attorney

EXHIBIT A-1

LEGAL DESCRIPTION – (03-PE-1)

Los Angeles County Assessor's Parcel No. 2061-001-031

OWNER: WALTER S. AND ANDREW BUCKLEY

PARCEL NO. 03-PE-1

A.P.N. : 2061-001-031

DESCRIPTION

THAT PORTION OF LOT "D" OF RANCHO LAS VIRGENES, IN THE CITY OF AGOURA HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP OF THE PARTITION OF SAID RANCHO ON FILE IN LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 2898 DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF WAY LINE OF AGOURA ROAD 100 FEET WIDE WITH THE WESTERLY LINE OF THE TRACT OF LAND MARKED "BRIGIDO BOTILLER 190.96 ACRES" ON MAP OF SUBDIVISION OF LOT "E" CONTAINING 572.88 ACRES OF LAND ALLOTTED TO THE ESTATE OF JOSE REYES, DECEASED, IN THE PORTION OF THE RANCHO LAS VIRGENES, IN THE CITY OF AGOURA HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A POINT IN A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2050.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 04°12'59" EAST;

THENCE ALONG SAID WESTERLY LINE SOUTH 00°49'38" WEST 3.01 FEET TO A POINT IN A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2053.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 04°12'32" EAST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°04'31" AN ARC DISTANCE OF 217.68 FEET TO THE EASTERLY LINE OF THE LOS ANGELES COUNTY FLOOD CONTROL EASEMENT PER DOCUMENT RECORDED JULY 16, 1986 AS INST. NO. 89-893413, O.R.;

THENCE ALONG SAID EASTERLY LINE NORTH 28°25'12" EAST 3.35 FEET TO A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2050.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 01°49'28" WEST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°02'26" AN ARC DISTANCE OF 216.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 651 SQUARE FEET



EXHIBIT A-2

LEGAL DESCRIPTION – (03-PE-2)

Los Angeles County Assessor's Parcel No. 2061-001-031

OWNER: WALTER S. AND ANDREW BUCKLEY

PARCEL NO. 03-PE-2

A.P.N. : 2061-001-031

DESCRIPTION

THAT PORTION OF LOT "D" OF RANCHO LAS VIRGENES, IN THE CITY OF AGOURA HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP OF THE PARTITION OF SAID RANCHO ON FILE IN LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 2898 DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF AGOURA ROAD 100 FEET WIDE WITH THE WESTERLY LINE OF THE TRACT OF LAND MARKED "BRIGIDO BOTILLER 190.96 ACRES" ON MAP OF SUBDIVISION OF LOT "E" CONTAINING 572.88 ACRES OF LAND ALLOTTED TO THE ESTATE OF JOSE REYES, DECEASED, IN THE PORTION OF THE RANCHO LAS VIRGENES, IN THE CITY OF AGOURA HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A POINT IN A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2050.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 04° 12' 59" EAST;

THENCE ALONG SAID WESTERLY LINE SOUTH 00° 49' 38" WEST 137.54 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 123.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20° 40' 49" AN ARC DISTANCE OF 44.40 FEET;

THENCE NORTH 64° 19' 24" WEST 22.95 FEET;

THENCE NORTH 63° 32' 52" WEST 46.47 FEET;

THENCE NORTH 60° 52' 15" WEST 49.48 FEET;

THENCE NORTH 57° 12' 07" WEST 89.92 FEET TO THE EASTERLY LINE OF THE LOS ANGELES COUNTY FLOOD CONTROL EASEMENT PER DOCUMENT RECORDED JULY 16, 1986 AS INST. NO. 86-893413, O.R.;

THENCE ALONG SAID EASTERLY LINE NORTH 28° 25' 12" EAST 22.95 FEET TO A POINT IN SAID SOUTHERLY RIGHT-OF-WAY LINE OF AGOURA ROAD BEING A POINT IN A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2050.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 01° 49' 28" WEST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06° 02' 26" AN ARC DISTANCE OF 216.13 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT SAID INTERSECTION OF THE SOUTHERLY RIGHT-OF WAY LINE OF AGOURA ROAD 100 FEET WIDE WITH THE WESTERLY LINE OF THE TRACT OF LAND MARKED "BRIGIDO BOTILLER 190.96 ACRES" ON MAP OF SUBDIVISION OF LOT "E" CONTAINING 572.88 ACRES OF LAND ALLOTTED TO THE ESTATE OF JOSE REYES, DECEASED, IN THE PORTION OF THE RANCHO LAS VIRGENES, IN THE CITY OF AGOURA HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A POINT IN A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2050.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 04°12'59" EAST;

THENCE ALONG SAID WESTERLY LINE SOUTH 00°49'38" WEST 3.01 FEET TO A POINT IN A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2053.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 04°12'32" EAST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°04'31" AN ARC DISTANCE OF 217.68 FEET TO THE EASTERLY LINE OF THE LOS ANGELES COUNTY FLOOD CONTROL EASEMENT PER DOCUMENT RECORDED JULY 16, 1986 AS INST. NO. 89-893413, O.R.;

THENCE ALONG SAID EASTERLY LINE NORTH 28°25'12" EAST 3.35 FEET TO A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2050.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 01°49'28" WEST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°02'26" AN ARC DISTANCE OF 216.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 18,146 SQUARE FEET

Page 2 of 2

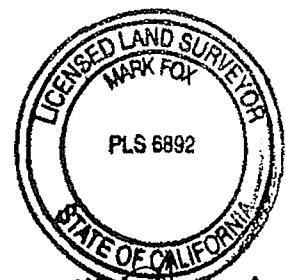
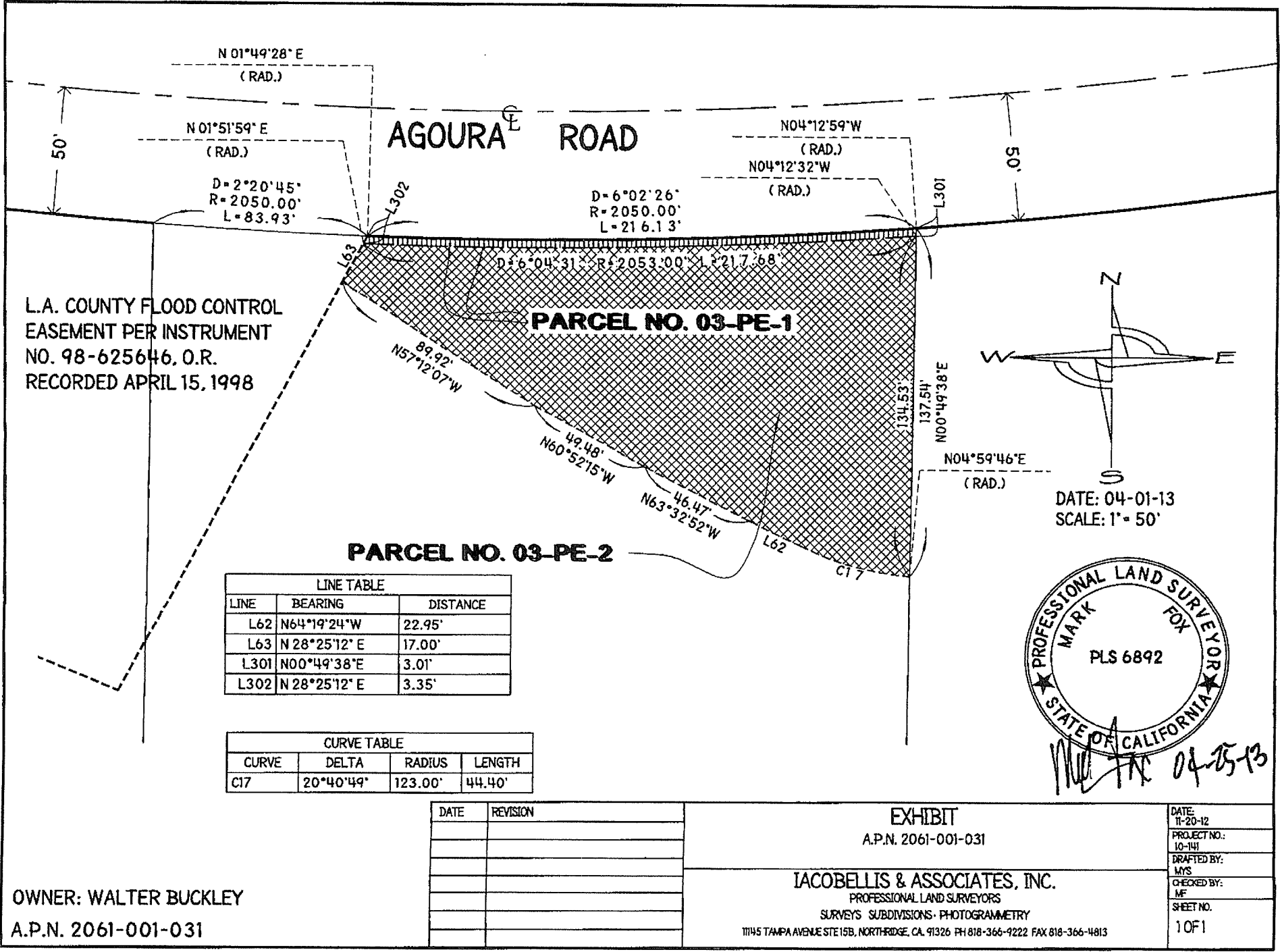


EXHIBIT A-2

EXHIBIT B-1

Plat Map (03-PE-1)

Permanent Slope Easement in Los Angeles County Assessor's Parcel No. 2061-001-031



L.A. COUNTY FLOOD CONTROL
EASEMENT PER INSTRUMENT
NO. 98-625646, O.R.
RECORDED APRIL 15, 1998

PARCEL NO. 03-PE-2

LINE TABLE		
LINE	BEARING	DISTANCE
L62	N64°19'24"W	22.95'
L63	N 28°25'12" E	17.00'
L301	N00°49'38"E	3.01'
L302	N 28°25'12" E	3.35'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C17	20°40'49"	123.00'	44.40'



Mark Fox 04-05-13

OWNER: WALTER BUCKLEY
A.P.N. 2061-001-031

DATE	REVISION

EXHIBIT
A.P.N. 2061-001-031

IACOBELLIS & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
SURVEYS · SUBDIVISIONS · PHOTOGRAMMETRY
1145 TAMPA AVENUE STE 15B, NORTHridge, CA. 91326 PH 818-366-9222 FAX 818-366-4813

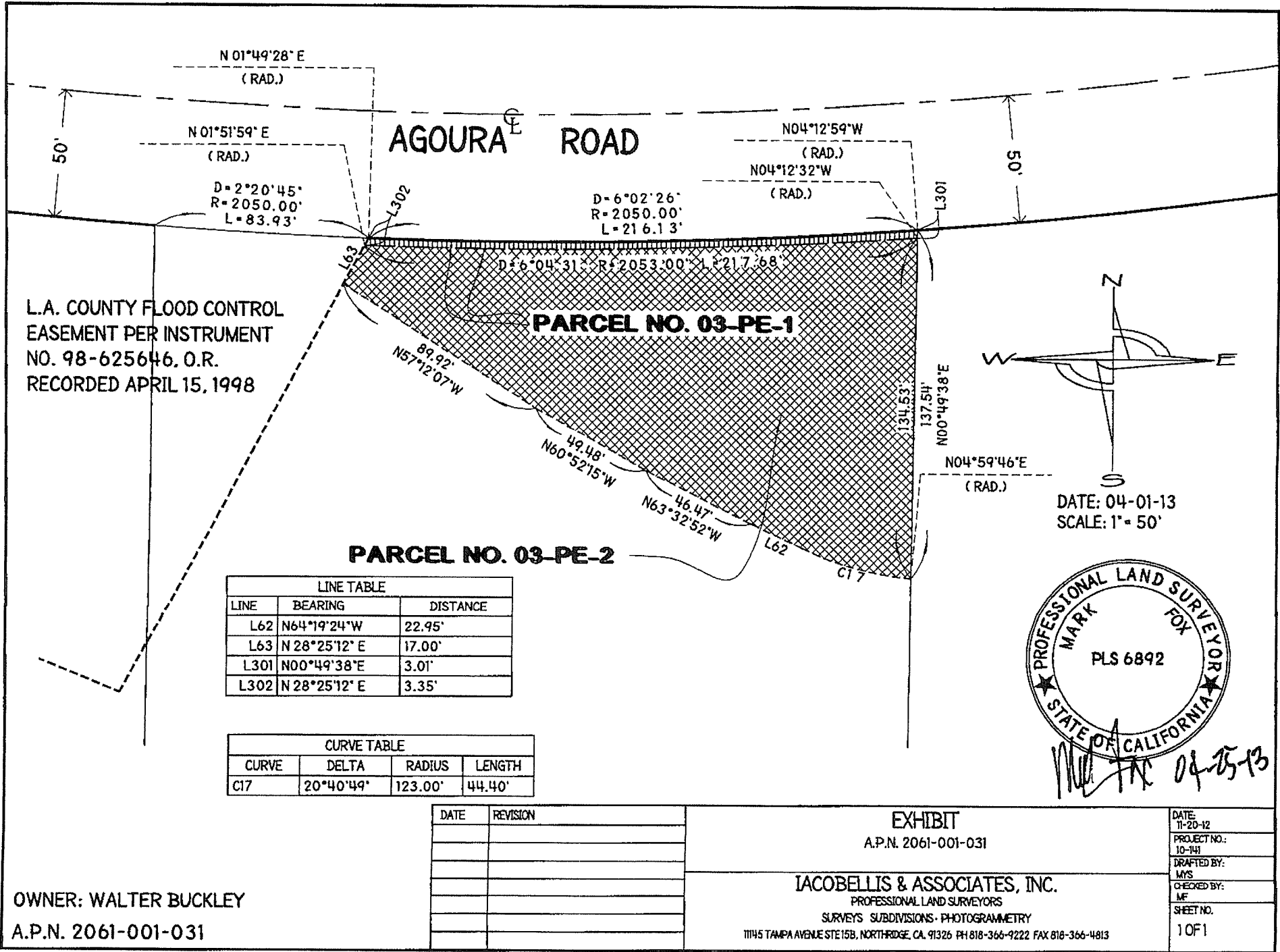
DATE:	11-20-12
PROJECT NO.:	10-141
DRAFTED BY:	MYS
CHECKED BY:	MF
SHEET NO.	1 OF 1

EXHIBIT B-2

Plat Map (03-PE-2)

Permanent Slope Easement in Los Angeles County Assessor's Parcel No. 2061-001-031

EXHIBIT B-2



L.A. COUNTY FLOOD CONTROL
EASEMENT PER INSTRUMENT
NO. 98-625646, O.R.
RECORDED APRIL 15, 1998

N
W E
S
DATE: 04-01-13
SCALE: 1" = 50'

LINE TABLE		
LINE	BEARING	DISTANCE
L62	N64°19'24"W	22.95'
L63	N 28°25'12" E	17.00'
L301	N00°49'38"E	3.01'
L302	N 28°25'12" E	3.35'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C17	20°40'49"	123.00'	44.40'



OWNER: WALTER BUCKLEY
A.P.N. 2061-001-031

DATE	REVISION

EXHIBIT
A.P.N. 2061-001-031

IACOBELLIS & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
SURVEYS SUBDIVISIONS PHOTOGRAMMETRY
11145 TAMPA AVENUE STE 15B, NORTHridge, CA. 91326 PH 818-366-9222 FAX 818-366-4813

DATE: 11-20-12
PROJECT NO.: 10-141
DRAFTED BY: MYS
CHECKED BY: MF
SHEET NO. 1 OF 1

EXHIBIT C
PERMANENT SLOPE EASEMENT DEED
(03-PE-1)

Recording Requested By:

Candice K. Lee, City Attorney
City Of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301

When Recorded, Return To:

City Of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attn: City Clerk

APN 2061-001-031

Space above this line for Recorder's use only

GRANT OF PERMANENT SLOPE EASEMENT

(03-PE-1)

Walter S. Buckley, III Trustee of the Walter S. Buckley Family Trust dated August 5, 2010 "Grantor" declares as follows:

1. Grantor is the record fee owner of that certain real property located at the southside of Agoura Road and west of Reyes Adobe Road in the City of Agoura Hills, California, identified as Los Angeles County Tax Assessor's Parcel Number 2061-001-031 ("Grantor's Property"). Grantor's Property is approximately 3.0 acres in size.

2. Pursuant to a written agreement, Grantor grants to the City of Agoura Hills, a municipal corporation ("Grantee"), located in the County of Los Angeles, State of California and Grantee acquires from Grantor an approximate 653 square foot permanent slope easement on Grantor's Property for the Agoura Road Widening and Canwood Street Improvements Project ("Project") and all uses necessary and convenient thereto.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee an approximate 653 square foot permanent slope easement on Grantor's Property for the Project and all uses necessary or convenient thereto, including, but not limited to, access, maintenance, and the right to deposit tools, implements, and other material thereon ("Permanent Slope Easement"). The Permanent Slope Easement area is described more particularly on Exhibit "A-1" and depicted on Exhibit "B-1". Exhibits "A-1" and "B-1" are incorporated herein by this reference.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Permanent Slope Easement on _____, 2013.

GRANTOR:

WALTER S. BUCKLEY FAMILY TRUST dated August 5, 2010

By: _____
Walter S. Buckley, III Trustee

ACKNOWLEDGMENT

State of _____

County of _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public (Seal)

EXHIBIT D
PERMANENT SLOPE EASEMENT DEED
(03-PE-2)

Recording Requested By:

Candice K. Lee, City Attorney
City Of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301

When Recorded, Return To:

City Of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attn: City Clerk

APN 2061-001-031

Space above this line for Recorder's use only

GRANT OF PERMANENT SLOPE EASEMENT

(03-PE-2)

Walter S. Buckley, III Trustee of the Walter S. Buckley Family Trust dated August 5, 2010 "Grantor" declares as follows:

1. Grantor is the record fee owner of that certain real property located at the southside of Agoura Road and west of Reyes Adobe Road in the City of Agoura Hills, California, identified as Los Angeles County Tax Assessor's Parcel Number 2061-001-031 ("Grantor's Property"). Grantor's Property is approximately 3.0 acres in size.

2. Pursuant to a written agreement, Grantor grants to the City of Agoura Hills, a municipal corporation ("Grantee"), located in the County of Los Angeles, State of California and Grantee acquires from Grantor an approximate 18,287 square foot permanent slope easement on Grantor's Property for the Agoura Road Widening and Canwood Street Improvements Project ("Project") and all uses necessary and convenient thereto.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee an approximate 18,287 square foot permanent slope easement on Grantor's Property for the Project and all uses necessary or convenient thereto, including, but not limited to, access, maintenance, and the right to deposit tools, implements, and other material thereon ("Permanent Slope Easement"). The Permanent Slope Easement area is described more particularly on Exhibit "A-2" and depicted on Exhibit "B-2". Exhibits "A-1" and "B-1" are incorporated herein by this reference.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Permanent Slope Easement on _____, 2013.

GRANTOR:

WALTER S. BUCKLEY FAMILY TRUST dated August 5, 2010,

By: _____
Walter S. Buckley, III Trustee

ACKNOWLEDGMENT

State of _____

County of _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public (Seal)

EXHIBIT E

SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986 ("Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. Further, California Revenue and Taxation Code Sections 18805(d)(1) and 26131(3)(1) provides that a transferee must withhold an amount equal to 3 1/3% of the sales price of California real property conveyed. Pursuant to the Purchase and Sale Agreement and Joint Escrow Instructions ("Agreement") dated as of October 8, 2013, Walter S. Buckley, III, Trustee of the Walter S. Buckley Family Trust, dated August 5, 2010 ("Transferor") will transfer that certain real property described in Exhibit A-1, A-2, B-1 and B-2 to the Agreement (the "Real Property") to the City of Agoura Hills ("Transferee"). To inform Transferee that withholding of tax is not required upon the disposition of the Real Property, the undersigned hereby declares the following on behalf of Transferor:

1. It is the Transferor.
2. Transferor is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
3. Transferor's U.S. tax identification number is: _____.
4. Transferor's address is: 660 Hampshire Road, Suite 200, Westlake Village, CA.

Transferor understands that this Affidavit may be disclosed to the Internal Revenue Service and/or the State of California Franchise Tax Board by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Transferor understands that Transferee is relying on this Affidavit in determining whether withholding is required upon said transfer.

We declare under penalty of perjury that we have examined this declaration, and to the best of our knowledge and belief it is true, correct and complete.

Executed this ___ day of October 2013, at _____, California.

By: _____
Walter S. Buckley, III, Trustee

Exhibit C

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS
(Re Los Angeles County Assessor's Parcel No. 2061-002-096;
Southside of Agoura Road and West of Reyes Adobe Road, Agoura Hills, California)
(Conrad N. Hilton Foundation, a Nevada Corporation)**

This Purchase and Sale Agreement and Joint Escrow Instructions (hereafter referred to as "Agreement") are made and entered into as of September 30, 2013, by and between the City of Agoura Hills (hereafter referred to as the "City"), and Conrad N. Hilton Foundation, a Nevada Corporation (hereafter "Owners"), (hereinafter referred to individually as a "Party" or collectively as "Parties") with respect to the following facts:

RECITALS

- A. The "Subject Property" means the real property interests at the southside of Agoura Road and west of Reyes Adobe Road, Agoura Hills, California and identified as Los Angeles County Tax Assessor's Parcel Number 2061-002-096.
- B. City seeks to acquire two permanent easements; a 523 square foot permanent slope easement and an 18,895 square foot permanent slope easement (the "Subject Property Interests")(see Exhibits A-1, A-2, B-1, and B-2) over portions of the Subject Property.
- C. The Subject Property Interests are required for a public works project commonly known as the Agoura Road Widening and Canwood Street Improvements Project ("Project") and all uses necessary and convenient thereto.
- D. The Parties desire to avoid costly litigation and to establish their respective rights and obligations arising from City's acquisition of the Subject Property Interests upon the terms and conditions set forth below.
- E. This Agreement is made with respect to all of Owners' claims arising from City's acquisition of the Subject Property Interests that were asserted or that could have been asserted by Owners in an eminent domain proceeding, including, but not limited to claims for just compensation, improvements pertaining to the realty, fixtures and equipment, relocation assistance, relocation benefits, loss of goodwill, precondemnation damages, interest, litigation expenses including attorneys' fees, appraisal fees, statutory costs, and for damages of every other kind and nature suffered or to be suffered by Owners. **This Agreement is not binding upon either party upon and until the formal approval of the terms and conditions of the herein Agreement by the City Council of the City of Agoura Hills.**

DEFINITIONS

Defined terms as used in this Agreement, the following terms shall have the following meanings:

“*Subject Property Interests*” means two permanent slope easements; a 523 square foot easement and an 18,895 square foot easement, see Exhibits A-1, A-2, B-1, and B-2, from the real property identified as Assessor’s Parcel Number 2061-002-096.

“*Business Day*” means any day excluding Saturday, Sunday and any legal holiday.

“*City*” means City of Agoura Hills, and any and all of its contractors, subcontractors, agents or employees.

“*Governmental Entity*” means any foreign or domestic (federal, state or local) governmental agency, commission, board, authority, court or other instrumentality.

“*Lien*” means any mortgage, pledge, lien, encumbrance, lease payment obligations, other security interest, claim, hypothecation, and assignment for security or charge of any kind.

“*Person*” means any individual, partnership, corporation or recognized legal entity.

“*Transfer Documents*” means the Permanent Slope Easement Deeds (Exhibit “C” and “D”) and the Owners’ Affidavit of Non Foreign Status (Exhibit “E”).

NOW, THEREFORE, in consideration of the premises and the mutual promises made in this Agreement, and in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows:

1. Valuation; Consideration.

1.1 City will pay to Owners the total sum of \$330,000 (Three Hundred Thirty Thousand Dollars) (“Settlement Amount”), which amount is in settlement of all claims for compensation by Owners that were asserted or could have been asserted by Owners in an eminent domain proceeding, including, but not limited to claims for just compensation, improvements pertaining to the realty, temporary construction easement, land acquisition, accommodations for business disruption both temporary and permanent, fixtures and equipment, relocation assistance, relocation benefits, loss of goodwill, precondemnation damages, interest, litigation expenses including attorneys’ fees, appraisal fees, statutory costs, and for damages of every other kind and nature suffered or to be suffered by Owners

1.2 City shall have no further obligation to Owners under the State Eminent Domain Law or under the Relocation Assistance and Real Property Acquisition statutes and guidelines.

1.3 City receives from Owners, a Permanent Slope Easement Deed for the 523 square foot interest as set forth in Exhibit C attached hereto and incorporated by reference.

1.4 City receives from Owners, a Permanent Slope Easement Deed for the 18,895 square foot interest as set forth in Exhibit D attached hereto and incorporated by reference.

1.5 Owners waive any and all rights to loss of business goodwill pursuant to Code of Civil Procedure Section 1263.510.

1.6 Owners waive any and all claims for loss of income or profits caused by the taking or the construction in the manner proposed.

2. Deposit.

The Purchase Price shall be deposited in the Escrow prior to the Close of Escrow. The entire Purchase Price shall be delivered to Owners concurrently with the Close of Escrow.

3. Opening and Closing of Escrow.

Upon the parties' execution of this Agreement, an escrow (the "Escrow") shall be opened with Lawyers Title Company, 888 South Figueroa, Suite 2100, Los Angeles, CA 90017 Phone: (213) 330-2330; Fax: (213) 330-3105, Attn: Cheryl Greer, will be the escrow holder ("Escrow Holder"). For the purposes of this Agreement, "Opening of Escrow" shall mean the date on which Escrow Holder shall have received executed counterparts of this Agreement from City and Owners. Escrow shall close (the "Close of Escrow") on or before October 31, 2013.

4. Title and Title Policy.

4.1 Lawyers Title Company by agent Diane Greer at phone: (213) 330-2330 ("Title Company") has issued a "Litigation Guarantee", Order No. 09511652 (re: APN 2061-002-096) dated as of March 29, 2012, prior to issuance of a Title Report.

4.2 City hereby approves the Order No. 09511652 re: APN 2061-002-096) legal description of the Subject Property Interests in the Litigation Guarantee. City disapproves any monetary exceptions evidenced by deeds of trust, mortgages or monetary liens, appearing on the Litigation Guarantee. A condition to the Close of Escrow is City's concurrent receipt of an ALTA Extended Coverage Owner's Policy of Title Insurance with liability equal to the Purchase Price, showing title to the Subject Property Interests vested in City, free and clear of all liens and exceptions other than the Permitted Title Exceptions #B and such other matters as may be approved or created by City.

5. Condition of the Subject Property.

5.1 Inspection of the Subject Property Interests; Contamination. City has visually inspected the Subject Property Interests prior to the execution of this Agreement. City has not found any information to indicate that the Subject Property Interests are contaminated (contaminated or contamination as defined by the federal Environmental Protection Agency or similar state agencies).

5.2 Indemnification. Owners warrant that City shall not be held liable for remediation or cleanup of any existing contamination found on the Subject Property Interests therein. The Owners hereby agree to indemnify the City against, and to hold the City harmless from, all claims, liabilities, losses, damages, costs and expenses, including, without limitation, legal fees and disbursements, incurred by the City, its officers, directors, employees, agents and representatives (collectively, "Indemnified Parties") by reason of any claims and litigation, including environmental law claims for cleanup or remediation relating to the Subject Property Interests that arise directly or indirectly from acts, occurrences or matters that take place prior to

the relinquishment of possession and control of the Subject Property Interests, by the Owners to the City. In the event any of the aforementioned claims or litigation relating to the Subject Property Interests arises, at the option of the City, Owners agree to defend the Indemnified Parties with counsel approved by the City.

5.2.1 City agrees to give Owners written notice of any third party claim that may give rise to a claim for indemnification hereunder within thirty (30) days after actual notice or service of such third party claim. However, the failure to give timely notice as hereinabove provided shall not defeat any claim for indemnification hereunder, except to the extent that the party to whom such notice was owing is prejudiced by the lack of such timely notice. The provisions of this Section 5.2 shall survive the relinquishment of possession and control of the Subject Property Interests by the Owners and the termination of this Agreement.

5.2.2 Owners shall add City as an additional insured or obtain an endorsement to their insurance policy which insures the Subject Property Interests in the event contamination is found and Subject Property Interests remediation required, and pursuant to directives issued by the Environmental Protection Agency or any similar state agency.

5.2.3 Owners obligation to indemnify the City pursuant to the foregoing provisions of this Section 5.2 shall (a) be personal to Owners, (b) survive the sale of the Subject Property Interests by Owners, and (c) shall not bind any subsequent owner, tenant or occupant of the Subject Property.

5.2.4 City agrees to indemnify Owners for damages and personal injury claims as a result of the City's use of the Subject Property Interests for construction of the Project.

6. Warranties and Representations of Owners.

6.1 Ownership.

6.1.1 The Owners hereby represent and warrant to the City the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of the relinquishment of possession and control of the Subject Property Interests, by the Owners, through the Agreement, and all of which shall survive the relinquishment of possession and control of the Subject Property Interests by the Owners and through the execution of the Agreement and Escrow. Owners liability under the following provisions of this Section 6 shall (a) be personal to Owners, (b) survive the sale of the Subject Property Interests by Owners, and (c) shall not bind any subsequent owner, tenant or occupant of the Subject Property.

6.1.2 The Owners warrant and represent that they are the owners of the Subject Property Interests and have the legal capacity to convey said Subject Property Interests to City. The performance of any obligations of City under, or related to, this Agreement is expressly conditional upon the Owners warranty and representation that they are the owners of the Subject Property Interests.

6.1.3 The Owners warrant and represent that they have full right and power to execute this Agreement. When executed and delivered, all parties having an interest in the Subject Property Interests shall be lawfully bound by the terms of this Agreement. The Owners

are the sole owner of the Subject Property, free and clear of all liens, claims, encumbrances, easements, encroachments on the Subject Property Interests from adjacent properties, encroachments by improvements or vegetation on the Subject Property Interests, or rights of way of any nature. The Owners shall not further transfer, lease or encumber the Subject Property Interests or allow the Subject Property Interests to be further encumbered.

6.2 Hazardous Substances.

6.2.1 The Owners warrant that, they have no information that Subject Property Interests may be contaminated by “Hazardous Substances” (as defined by the Environmental Protection Agency or any similar state agency) at, on, in, under, migrating to, or migrating from the Subject Property, which may require remediation work to comply with applicable Environmental Laws.

6.2.2 The Owners warrant that there are no buried or partially buried storage tanks located on the Subject Property.

6.2.3 The Owners warrant that to the best of their knowledge the Subject Property Interests have never been used as a dump or landfill.

6.2.4 The Owners will disclose to the City within 5 business days of the opening of Escrow, and make available for inspection, all information, records, and studies maintained by the Owners in connection with the Subject Property Interests concerning Hazardous Substances, including all files and records concerning the Subject Property Interests. Owners’ duty to disclose subsequently discovered information concerning the Subject Property Interests extends through the Close of Escrow.

6.2.5 If the Subject Property Interests are found to be contaminated, as defined by the Environmental Protection Agency or any similar state agency, the Owners shall provide for a cleanup of the Subject Property Interests in accordance with all applicable Environmental Laws.

6.2.6 No condition on the Subject Property Interests, other than those disclosed herein, are known to violate any health, safety, fire, environmental, sewage, building, or other federal, state, or local law, code, ordinance, or regulation.

6.2.7 Any information that the Owners have delivered to the City, either directly, indirectly, or through the Owners agents, are accurate and the Owners have disclosed all material facts with respect to the Subject Property Interests.

6.2.8 Owners are not aware of any pending litigation or threatened litigation which does or may adversely affect the Subject Property Interests. This Agreement is entered into as a result of and to resolve a potential condemnation action.

6.2.9 Excepting the potential condemnation action, there are no other actions or proceedings pending or threatened against the Owners, before any court or administrative agency in any way connected with or relating to the Subject Property Interests, or affecting the Owners ability to fulfill all of his obligations under this Agreement.

6.2.10 Except as otherwise described above, there are no natural or artificial conditions upon the Subject Property Interests that could result in a material and adverse change in the condition of the Subject Property Interests.

7. Deposit of Documents in Escrow.

7.1 Owners Deliveries. Owners shall deliver to Escrow Holder prior to the Close of Escrow the following instruments and documents, the delivery of each of which shall be a condition of the Close of Escrow:

7.1.1 Two Permanent Slope Easement Deeds for the Subject Property Interests duly executed and acknowledged by Owners in the form of Exhibits C and D attached hereto;

7.1.2 A Certification of Non-Foreign Status in accordance with I.R.C. Section 1445 in the form of Exhibit E attached hereto (“FIRPTA Certificate”);

7.1.3 In the event an environmental insurance policy is required and becomes available to the Owners, Owners shall provide such proof that the City has been added as an additional insured or an endorsement has been made to the Owners environmental insurance policy which insures the Subject Property Interests in the event contamination is found and Subject Property Interests remediation required, and pursuant to directives issued by the Environmental Protection Agency or any similar state agency; and

7.1.4 Such proof of Owners authority, authorization, and warranty of title to enter into this Agreement and to consummate the transaction contemplated hereby as Title Company may reasonably require for the issuance of the Title Policy.

7.2 City Deliveries. City shall deliver to Escrow Holder prior to the Close of Escrow such proof of City’s authority and authorization to enter into this transaction as Title Company may reasonably require for the issuance of the Title Policy.

8. Authorization to Record Documents and Disburse Funds.

8.1 Escrow Holder is authorized to record, file and deliver, as appropriate, the documents and disburse the funds and documents called for hereunder upon the Close of Escrow, provided each of the following conditions has then been fulfilled:

8.2 Title Company can issue the Title Policy;

8.3 Escrow Holder shall have received City’s notice of approval or satisfaction or waiver of all of the contingencies to City’s obligations hereunder, as provided for in Section 10;

8.4 Escrow Holder shall have received Owners’ notice of approval or satisfaction or waiver of all of the contingencies to Owners’ obligations hereunder, as provided for in Section 11; and

8.5 Owners and City shall have deposited in the Escrow the documents required pursuant to Section 7, and City shall have deposited with Escrow Holder the Purchase Price as provided in Section 1.1, along with City's deposit of probable closing costs of the Escrow.

8.6 Unless otherwise instructed in writing, Escrow Holder is authorized to record at the Close of Escrow any instrument delivered through the Escrow if necessary or proper for issuance of the Title Policy, including, but not limited to the two Permanent Slope Easement Deeds.

9. Escrow Charges and Prorations.

9.1 City shall pay all of the escrow fees, and miscellaneous expenses as each incurs. City shall pay for the cost of a ALTA Extended Coverage Owner's Policy of Title Insurance on the Subject Property, and for recording the two Permanent Slope Easement Deeds for the Subject Property Interests, if necessary, and any documentary or other local transfer taxes on the transfer of the Subject Property Interests, if any; however, Escrow Holder is hereby notified that the transfer of the Subject Property Interests to City is likely exempt from documentary transfer taxes pursuant to Revenue and Taxation Code Section 11922.

9.2 Real estate, personal property taxes, governmental charges, assessments (including any special assessments), or impositions against the Subject Property Interests on the basis of the fiscal year or calendar year for which assessed shall be prorated as of the Close of Escrow. If the Close of Escrow shall occur before the tax rate is fixed, the apportionment of taxes on the Close of Escrow shall be based on the tax rate for the immediately preceding year applied to the latest assessed valuation after the tax rate is fixed, and City and Owners shall, when the tax rate is fixed, make any necessary adjustment.

10. City's Contingencies.

10.1 For the benefit of City, the Close of Escrow and City's obligation to consummate the purchase of the Subject Property Interests shall be contingent upon the satisfaction of all of the following conditions (provided, however, that City may waive any or all such contingencies in a writing to Escrow Holder) on or before the Close of Escrow or such earlier date as is specified below:

10.2 Owners' delivery of all documents required to be delivered by Owners pursuant to Section 7.

10.3 Title Company's irrevocable and unconditional agreement to issue the Title Policy.

10.4 The City's approval, in its sole and absolute discretion, of the results of such soils, geological, toxic waste, hazardous substance, and/or any other kind of tests and analyses, as the City, or its representative, may perform, and including without limitation, such tests as are necessary. The City's approval, in its sole and absolute discretion of the physical condition of the Subject Property Interests, including without limitation, any and all inspections, tests, survey(s), and other studies to be conducted by the City, in the City's sole discretion, including without limitation, any environmental Subject Property Interests assessments, investigations,

studies and reports that may be required under the California Environmental Quality Act ("CEQA"). The City's approval of any such inspections of the Subject Property Interests shall not alter or diminish the Owners representations or warranties under this Agreement, and the Owners acknowledge and agree that the City is nonetheless relying on the Owners representations and warranties made herein, unless such representation or warranty is specifically waived in whole or in part by the City in writing.

10.5 City shall complete its inspections and investigation of the Subject Property Interests by October 25, 2013.

10.6 Approval of this Agreement by the City Council of Agoura Hills is an express condition to the obligation of City to perform under this Agreement. City shall seek said approval of this Agreement within 30 days of the Opening of Escrow.

11. Owners Contingencies.

For the benefit of Owners, the Close of Escrow and Owners obligation to consummate the sale of the Subject Property Interests shall be contingent upon City's deposit of the Purchase Price, and all other sums and documents to be deposited by City in the Escrow in accordance with the requirements hereof (provided, however, that Owners may waive such contingency in a writing to Escrow Holder), on or before the Close of Escrow.

12. Default.

In the event of a breach or default under this Agreement by either Owners or City, and if the default is not cured within thirty (30) days after delivery of written notice by the non-defaulting party to the defaulting party, then the non-defaulting party shall have the right to terminate this Agreement and the Escrow by delivering written notice thereof to the defaulting party and to Escrow Holder. Such termination of the escrow by a non-defaulting party shall be without prejudice to the non-defaulting party's rights and remedies against the defaulting party at law or equity.

13. Notices.

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and shall be deemed given (i) as of the time of hand delivery to the addresses set forth below, and provided that the delivery was made on a business day, or (ii) as of the date of verbal confirmation by telephone with the addressee of receipt of a facsimile transmission to the facsimile numbers set forth, provided a conforming copy has been deposited into United States mail, postage prepaid, and provided further that the transmission was made on a business day, or (iii) three (3) days after deposit into the United States mail, postage prepaid, by registered or certified mail, return receipt requested. Unless notice of a different address has been given in accordance with this Section 12, all such notices shall be addressed as follows:

If to Conrad N. Hilton Foundation:

Conrad N. Hilton Foundation, a Nevada corporation
c/o Patrick J. Modugno
100 W. Liberty Street, Suite 840

Reno, Nevada 89501

With a copy to:

Leonard Dicker & Schreiber, Limited Liability
Partnership
9430 Olympic Boulevard, Suite 400
Beverly Hills, California 90212
Attention: Randall E. Greer, Esq.
Fax: (310) 277-8050

If to City to:

City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
(818) 597-7300
Attn: Nathan Hamburger, Assistant City Manager
Fax: (818) 597-7352

With a copy to:

Richards, Watson & Gershon, APC
355 South Grand Avenue, 40th Floor
Los Angeles, California 90071
Attention: Candice K. Lee, City Attorney
Fax: (213) 626-0078

If to Escrow Company:

Commonwealth Land Title / Lawyers Title
888 S. Figueroa Street, Suite 2100
Los Angeles, CA 90017
(213) 330-3059 Direct
(213) 330-3105 Fax
Attn: Cheryl Greer

14. Standard Instructions.

Each party agrees to execute additional reasonable standard instructions, as requested by Escrow Holder, and as may be necessary or proper in order to consummate the transaction contemplated by this Agreement; provided, however, in the event of a conflict between the terms hereof and the terms of such standard instructions, the terms hereof shall control.

15. Amendments.

Any amendments to this Agreement shall be effective only when duly executed by Owners and City and deposited with Escrow Holder.

16. Force Majeure.

Neither Party shall be liable for failure to perform its obligations under this Agreement when such failure is due to any cause beyond the reasonable control of the Party unable to perform, excluding economic or financial reasons.

17. Independent Contractor.

Pursuant to this Agreement and otherwise, each Party shall act as an independent contractor and not as an agent of the other Party, and neither Party shall represent itself as an agent of the other Party. No act done by either Party will be deemed to create a partnership or joint venture with the other Party, nor will the provisions of this Agreement or the related agreements be construed as creating a partnership or joint venture.

18. Attorneys' Fees.

If there is any legal proceeding to enforce or interpret any provision of this Agreement or any of the agreements or instruments contemplated hereby to protect or establish any right or remedy of either Party, the unsuccessful Party to such proceeding shall pay the prevailing Party all costs and expenses, including reasonable attorneys' fees and costs, incurred by such prevailing Party. Attorneys' fees and costs in enforcing any judgment or in connection with any appeal shall be recoverable separately from and in addition to any other amount included in such judgment.

19. Miscellaneous.

19.1 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

19.2 Entire Agreement. This Agreement supersedes any prior agreement, oral or written, and together with the Exhibits, if any, hereto and any agreements delivered pursuant hereto, contains the entire agreement between City and Owners on the subject matter hereof. No subsequent agreement, representation or promise made by either party hereto, or by or to any employee, officer, agent or representative of either party, shall be of any effect unless it is in writing and executed by the party to be bound thereby. No person is authorized to make, and by execution hereof City and Owners acknowledge that no person has made, any representation, warranty, guaranty or promise, except as set forth herein. No agreement, statement, representation or promise made by any such person that is not contained herein shall be valid or binding on City or Owners.

19.3 Further Documents. Each Party will, wherever and as often as it shall be requested by the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents, including escrow instructions as may reasonably be necessary in order to complete the sale, conveyance and transfer herein provided and to do any and all other acts and to execute, acknowledge and deliver any and all documents as may be requested in order to carry out the intent and purpose of this Agreement.

19.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto; provided, however, that Owners obligation to indemnify the City pursuant to the foregoing provisions of this Paragraph 5.2 and the representations and warranties in Paragraph 6 shall (a)

be personal to Owners, (b) survive the sale of the Subject Property Interests by Owners, and (c) shall not bind any subsequent owner, tenant or occupant of the Subject Property Interests.

19.5 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

19.6 Survival. The provisions hereof shall not be merged into the Permanent Slope Easement Deeds but rather shall survive any conveyance hereunder and the delivery of all consideration.

19.7 Exhibits. All exhibits attached hereto, if any, and/or referred to in this Agreement are incorporated herein as though set forth in full.

19.8 Time of the Essence. Time is of the essence in this Agreement.

19.9 Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

19.10 Interpretation and Construction.

19.10.1 Construction. This Agreement, including all exhibits attached hereto and by this reference incorporated herein, shall be construed as a whole and in accordance with its fair meaning. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto.

19.10.2 Interpretation. In this Agreement the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust, or association whenever the context so requires.

19.10.3 Recitals and Captions. The recitals and captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

19.10.4 Applicable Law. This Agreement shall be construed and interpreted under, and governed and enforced according to the laws of the State of California.

19.11 No Owners Relocation Assistance.

The just compensation to be paid by the City to the Owners for the Subject Property Interests is the Purchase Price, which amount includes compensation for two permanent slope easements. City shall have no further obligation to Owners under federal or State Eminent Domain Law. The Owners agree that other than improvements acquired through this Agreement, they maintain no personal and no business presence on the Subject Property Interests. Owners are informed and acknowledge that the City has no obligations to the Owners under federal or State Relocation Assistance and Real Property Acquisition statutes and guidelines.

19.12 Release.

Owners for itself, its agents, assigns and related entities, fully releases, acquits and discharges City, and the officers, directors, employees, attorneys, accountants, other professionals, insurers and agents of City (collectively "agents") and all entities related to City, from all rights, claims, demands, actions or causes of action which Owners now has or may have against City arising from the acquisition of the Subject Property Interests, the eminent domain proceedings, or otherwise, including, but not limited to, any claim to relocation assistance, relocation benefits, precondemnation damages, or compensation for property or goodwill from the City.

This release is intended as a full and complete release and discharge of any and all such claims that Owners may or might have against City and its related entities arising from the facts and circumstances described above in this Agreement. In making this release, Owners intend to release City, its related entities and agents from any liability of any nature whatsoever for any claim or injury or for damages or equitable or declaratory relief of any kind, whether the claim, or any facts on which such claim might be based, is known or unknown to the Party possessing the claim. Owners expressly waive all rights under Section 1542 of the Civil Code of the State of California, which Owners understand provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by her or him must have materially affected his settlement with the debtor.

Owners acknowledge that it may hereafter discover facts or law different from or in addition to those which it now believes to be true with respect to the release of claims. Owners agree that the foregoing release shall be and remain effective in all respects notwithstanding such different or additional facts or law or any party's discovery thereof. Owners shall not be entitled to any relief in connection therewith, including, but not limited to any damages or any right or claim to set aside or rescind this Agreement.

No Party nor any agents nor any related entities have made any statement or representation to any other Party regarding any fact relied upon in entering into this Agreement, and each Party expressly states it does not rely upon any statement, representation or promise of any other Party or any Party's agent or related entities in executing this Agreement, except as is expressly stated in this Agreement. Each Party to this Agreement has made such investigation of

the facts and law pertaining to this Agreement, and of all other matters pertaining thereto, as it deems necessary.

19.13 Necessary Acts.

Each Party to this Agreement agrees to perform any further acts and execute and deliver any further documents that may be reasonable necessary to carry out the provisions of this Agreement.

19.14 Advice of Counsel.

Each Party has had the opportunity to receive independent legal advice with respect to the advisability of making this Agreement and with respect to the meaning of California Civil Code Section 1542. Each Party hereto, by its due execution of this Agreement, represents to every other Party that it has reviewed each term of this Agreement with its counsel and that hereafter no Party shall deny the validity of this Agreement on the ground that the Party did not have the opportunity to receive the advice of counsel.

19.15 Authority to Execute This Agreement.

Each person, party or entity executing this Agreement represents that it is authorized to execute this Agreement. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on his or her own behalf, represents that he or she is authorized to execute this Agreement on behalf of that entity.

19.16 Construction and Good Faith.

Each Party is entering into this Agreement to compromise a dispute, and this Agreement is made in good faith. Each Party has cooperated in the drafting and preparation of this Agreement. In any construction to be made of this Agreement, or of any of its terms and provisions, the same shall not be construed against any Party.

19.17 Required Consents.

On or prior to the Closing Date, Owners shall obtain all consents by third Persons (the "Required Consents") necessary to effect the transfer to City of Owners' rights, title and interest in and to the aforementioned portions of the Subject Property Interests and the completion of the transactions contemplated hereby. If one or more Required Consents are not obtained by the Closing Date, City may, in its discretion, waive Owners obligation to obtain the Required Consents by the Closing Date; provided that Owners shall nonetheless continue to use its best efforts to obtain such Required Consent or Consents as soon as practicable. All Required Consents and waivers obtained or executed by City shall be evidenced by written confirmation executed by the authorized persons.

19.18 Title and Other Interests in Acquired Assets.

Owners have good and marketable title in Subject Property Interests and have the complete and unqualified right to sell, assign and deliver such Subject Property Interests to City,

free and clear of any lien or restriction on transfer or use. Upon execution and delivery of this Agreement, City will have acquired good and marketable title of such Subject Property Interests, free and clear of any restriction on transfer or use and any lien created by Owners or any other person. No person other than Owners has any right or interest in the Subject Property Interests, including the right to grant interests in the Subject Property Interests to City.

19.19 Fraudulent Conveyance.

Owners are not now insolvent and will not be rendered insolvent by the sale, transfer of the Subject Property Interests pursuant to the terms of this Agreement. Owners are not entering into this Agreement or any of the other agreements referenced in this Agreement with the intent to defraud, delay or hinder its creditors and the consummation of the transactions contemplated by this Agreement, and the other agreements referenced in this Agreement, will not have any such effect. The transactions contemplated in this Agreement or any agreements referenced in this Agreement will not constitute a fraudulent conveyance, or otherwise give rise to any right of any creditor of Owners to any portion of the Subject Property Interests.

19.20 Brokers' Fees.

With respect to the transactions contemplated by this Agreement, Owners have no obligation to pay any fees or commissions to any broker, finder, or agent for whom City could become liable or obligated.

19.21 Expenses.

City shall pay all herein ordinary escrow fees and City's own expenses in connection with the negotiation, execution and delivery of this Agreement and any related agreements or instruments. Owners shall bear their own costs and expenses in connection with the execution and delivery of this Agreement and any related agreements or instruments and the completion of the transactions contemplated hereunder to escrow.

19.22 Disclosure.

The representations or warranties contained in this Agreement and the other information or documents furnished pursuant to this Agreement by Owners to City do not contain any untrue statement of a material fact and do not omit a material fact necessary to make the statements made herein or therein, in light of the circumstances under which they were made, not misleading.

19.23 Termination.

This Agreement may be terminated at any time prior to the payment of the Purchase Price:

- (1) by mutual written consent of the Parties;
- (2) by either City or Owners if there has been a material misrepresentation or material breach of covenant or agreement contained in this Agreement on the part of the other Party and

such breach of a covenant or agreement has not been promptly cured within five days after receipt of notice of such breach.

19.24 Non Assumption of Liabilities.

The City is not assuming, and shall not be deemed to have assumed any liabilities or obligations of the Owners of any kind or nature whatsoever.

19.25 Effect of Termination.

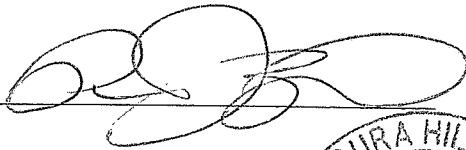
In the event of termination of this Agreement by City or Owners as provided in Section 19.23, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of any Party, except to the extent that such termination results from a breach by a Party hereto of any of its representations, warranties, covenants or agreements set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase and Sale Agreement and Joint Escrow Instructions to be executed as of the date first above written.

CONRAD N. HILTON FOUNDATION, A
NEVADA CORPORATION

CITY OF AGOURA HILLS, a California
municipal corporation

By: _____

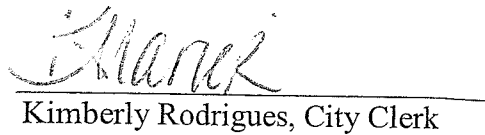
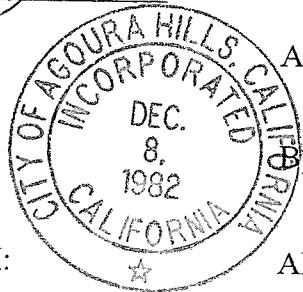


By: _____


Greg Ramirez, City Manager

ATTEST:

By: _____


Kimberly Rodrigues, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Richards, Watson & Gershon,
A Professional Corporation

By: _____

Candice K. Lee, City Attorney

By: _____

Attorney for Conrad N. Hilton
Foundation, a Nevada corporation

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

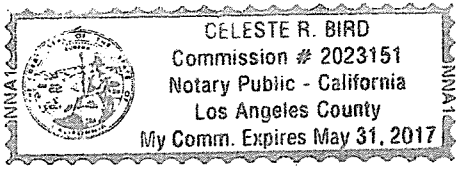
County of Los Angeles

On 9-30-2013 before me, Celeste R. Bird Notary Public

personally appeared Pat J. Madugno

Here Insert Name and Title of the Officer

Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature Celeste R. Bird

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

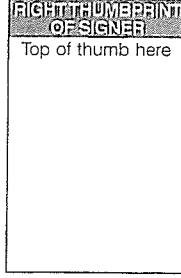
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

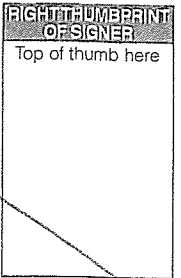
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

EXHIBIT A-1

LEGAL DESCRIPTION – (05-PE-1)

Los Angeles County Assessor's Parcel No. 2061-002-096

OWNER: CONRAD N. HILTON FOUNDATION

PARCEL NO. 05-PE-1

A.P.N.: 2061-002-096

DESCRIPTION

THAT PORTION OF PARCEL 2, PARCEL MAP NO. 71284, IN THE CITY OF AGOURA HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 372, PAGES 93 TO 96 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID PARCEL 2 WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF AGOURA ROAD 100 FEET WIDE, BEING A POINT IN A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2050.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 04°14'44" EAST;

THENCE SOUTH 00°49'18" WEST 3.01 FEET TO A POINT IN A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2053.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 04°14'17" EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°51'26" AN ARC DISTANCE OF 174.04 FEET TO THE WESTERLY LINE OF THE LOS ANGELES COUNTY FLOOD CONTROL EASEMENT PER DOCUMENT RECORDED JULY 16, 1986 AS INST. NO.86-893413 O.R.;

THENCE ALONG SAID WESTERLY LINE NORTH 09°27'26" WEST 3.00 FEET TO A POINT IN SAID SOUTHERLY RIGHT-OF-WAY LINE OF AGOURA ROAD BEING A POINT IN A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2050.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 09°05'41" EAST;

THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 04°50'57" AN ARC DISTANCE OF 173.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 523 SQUARE FEET



Mark Fox 09-10-13

EXHIBIT A-2

LEGAL DESCRIPTION -- (05-PE-2)

Los Angeles County Assessor's Parcel No. 2061-002-096

OWNER: CONRAD N. HILTON FOUNDATION

PARCEL NO. 05-PE-2

A.P.N.: 2061-002-096

DESCRIPTION

THAT PORTION OF PARCEL 2, PARCEL MAP NO. 71284, IN THE CITY OF AGOURA HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 372, PAGES 93 TO 96 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID PARCEL 2 WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF AGOURA ROAD 100 FEET WIDE, BEING A POINT IN A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2050.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 04°14'44" EAST;

THENCE SOUTH 00° 49' 18" WEST 137.71 FEET ALONG SAID WESTERLY LINE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 123.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 04°30'15" WEST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32° 22' 14" AN ARC DISTANCE OF 69.49 FEET;

THENCE NORTH 62° 08' 01" EAST 41.08 FEET;

THENCE NORTH 46° 42' 25" EAST 42.02 FEET;

THENCE NORTH 37° 24' 17" EAST 75.94 FEET TO THE WESTERLY LINE OF THE LOS ANGELES COUNTY FLOOD CONTROL EASEMENT PER DOCUMENT RECORDED JULY 16, 1986 AS INST. NO. 86-893413, O.R.

THENCE ALONG SAID WESTERLY LINE NORTH 09° 27' 26" WEST 36.10 FEET TO A POINT IN SAID SOUTHERLY RIGHT-OF-WAY LINE OF AGOURA ROAD BEING A POINT IN A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2050.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 09° 05' 41" EAST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04° 50' 57" AN ARC DISTANCE OF 173.50 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID PARCEL 2 WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF AGOURA ROAD 100 FEET WIDE, BEING A POINT IN A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2050.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 04°14'44" EAST;

THENCE SOUTH 00°49'18" WEST 3.01 FEET TO A POINT IN A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2053.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 04°14'17" EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°51'26" AN ARC DISTANCE OF 174.04 FEET TO THE WESTERLY LINE OF THE LOS ANGELES COUNTY FLOOD CONTROL EASEMENT PER DOCUMENT RECORDED JULY 16, 1986 AS INST. NO.86-893413 O.R.;

THENCE ALONG SAID WESTERLY LINE NORTH 09°27'26" WEST 3.00 FEET TO A POINT IN SAID SOUTHERLY RIGHT-OF-WAY LINE OF AGOURA ROAD BEING A POINT IN A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2050.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 09°05'41" EAST;

THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 04°50'57" AN ARC DISTANCE OF 173.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 18,895 SQUARE FEET



EXHIBIT B-1

Plat Map (05-PE-1)

Permanent Slope Easement in Los Angeles County Assessor's Parcel No. 2061-002-096

OWNER: HILTON FOUNDATION
A.P.N. 2061-002-096

DATE	REVISION

JACOBELLIS & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
SURVEYS, SUBDIVISIONS, PHOTOGRAMMETRY
11165 TAMPA AVENUE STE 15B, NORTHridge, CA 91326 PH 818-366-9222 FAX 818-366-4913

EXHIBIT
A.P.N. 2061-002-096

DATE: 11-20-12
PROJECT NO.: 10-111
DRAWN BY: MNS
CHECKED BY: ME
SHEET NO. 1 OF 1



LINE	BEARING	DISTANCE
L303	N 09° 27' 26" W	33.10'
L304	N 09° 27' 26" W	3.00'
L305	N 00° 49' 18" E	3.01'

L.A. COUNTY FLOOD CONTROL EASEMENT
PER INSTRUMENT NO. 86-893413, O.R.
RECORDED JULY 16, 1986

DATE: 09-09-13
SCALE: 1" = 50'

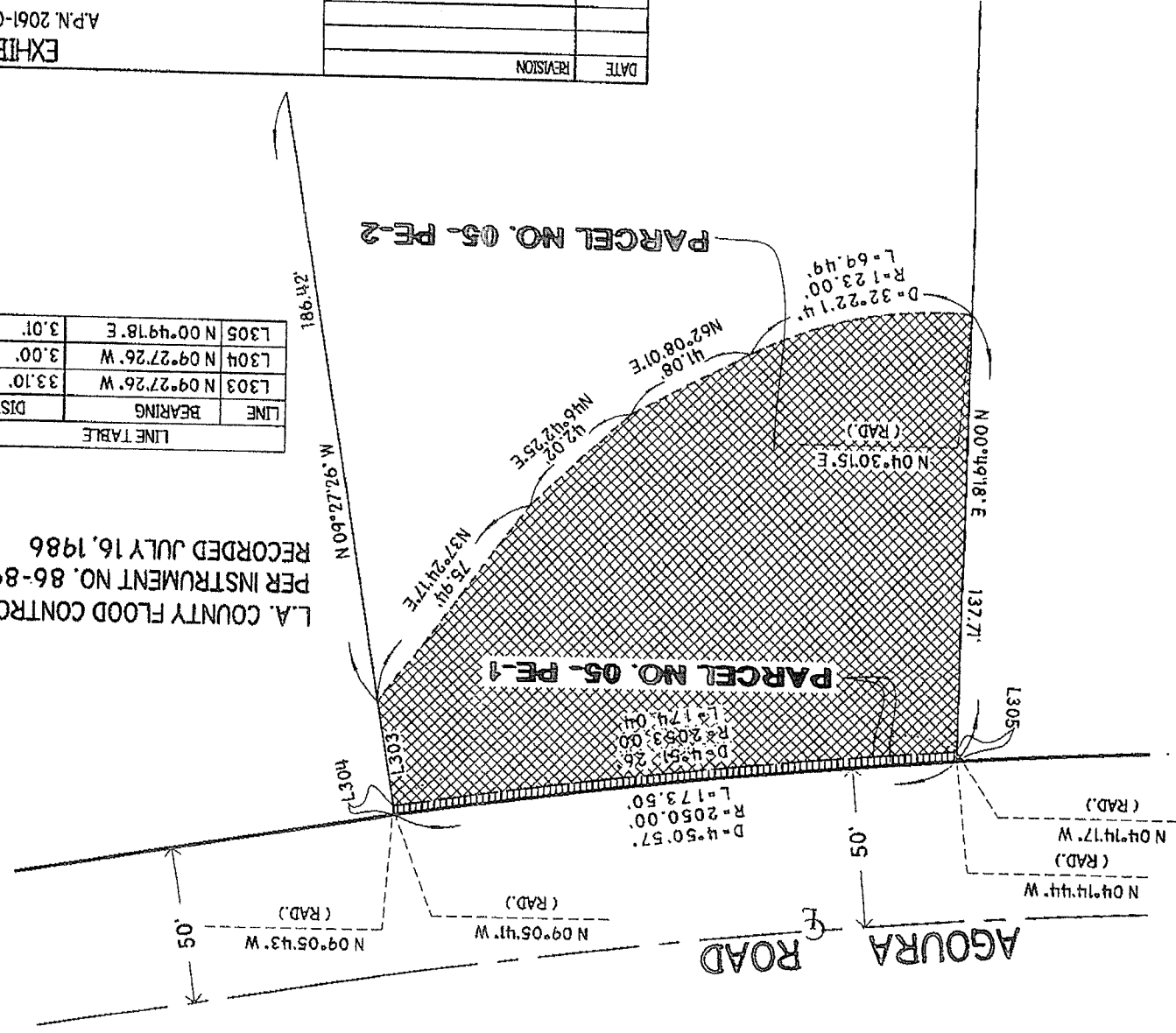
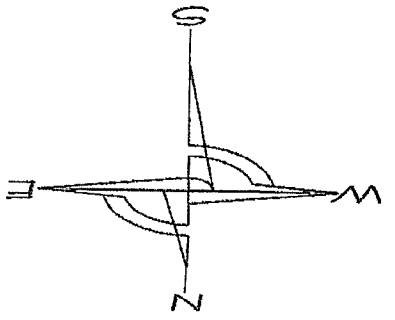


EXHIBIT B-1

EXHIBIT B-2

Plat Map (05-PE-2)

Permanent Slope Easement in Los Angeles County Assessor's Parcel No. 2061-002-096

EXHIBIT C
PERMANENT SLOPE EASEMENT DEED
(05-FEE-1)

Recording requested by:

Candice K. Lee, City Attorney
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301

When recorded, return to:

City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attn: City Clerk

APN 2061-002-096

Space above this line for Recorder's use only

GRANT OF PERMANENT SLOPE EASEMENT

(05-PE-1)

Conrad N. Hilton Foundation, a Nevada Corporation "Grantor" declares as follows:

1. Grantor is the record fee owner of that certain real property located at the southside of Agoura Road and west of Reyes Adobe Road in the City of Agoura Hills, California, identified as Los Angeles County Tax Assessor's Parcel Number 2061-002-096 ("Grantor's Property"). Grantor's Property is approximately 30.9 -acres in size.


2. Pursuant to a written agreement, Grantor grants to the City of Agoura Hills, a municipal corporation ("Grantee"), located in the County of Los Angeles, State of California and Grantee acquires from Grantor an approximate 523 square foot permanent slope easement on Grantor's Property for the Agoura Road Widening and Canwood Street Improvements Project ("Project") and all uses necessary and convenient thereto.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee an approximate 523 square foot permanent slope easement on Grantor's Property for the Project and all uses necessary or convenient thereto, including, but not limited to, access, maintenance, and the right to deposit tools, implements, and other material thereon ("Permanent Slope Easement"). The Permanent Slope Easement area is described more particularly on Exhibit "A-1" hereto labeled "Legal Description 05-PE-1" and depicted on Exhibit "B-1" hereto labeled "Plat Map 05-PE-1". Exhibits "A-1" and "B-1" are incorporated herein by this reference.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Permanent Slope Easement on September 30, 2013.

GRANTOR:

Conrad N. Hilton Foundation, a Nevada Corporation,

By: 
Authorized Representative

ACKNOWLEDGMENT


State of California

County of Los Angeles

On 9-30-2013 before me, Celeste R. Bird, Notary Public personally appeared Pat J. Modugno who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Signature of Notary Public (Seal)

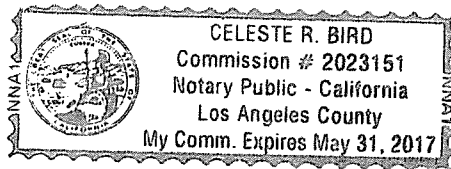


EXHIBIT D
PERMANENT SLOPE EASEMENT DEED
(05-PE-2)

Recording requested by:

Candice K. Lee, City Attorney
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301

When recorded, return to:

City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attn: City Clerk

APN 2061-002-096

Space above this line for Recorder's use only

GRANT OF PERMANENT SLOPE EASEMENT

(05-PE-2)

Conrad N. Hilton Foundation, a Nevada Corporation "Grantor" declares as follows:

1. Grantor is the record fee owner of that certain real property located at the southside of Agoura Road and west of Reyes Adobe Road in the City of Agoura Hills, California, identified as Los Angeles County Tax Assessor's Parcel Number 2061-002-096 ("Grantor's Property"). Grantor's Property is approximately 30.9 -acres in size.

2. Pursuant to a written agreement, Grantor grants to the City of Agoura Hills, a municipal corporation ("Grantee"), located in the County of Los Angeles, State of California and Grantee acquires from Grantor an approximate 18,895 square foot permanent slope easement on Grantor's Property for the Agoura Road Widening and Canwood Street Improvements Project ("Project") and all uses necessary and convenient thereto.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee an approximate 18,895 square foot permanent slope easement on Grantor's Property for the Project and all uses necessary or convenient thereto, including, but not limited to, access, maintenance, and the right to deposit tools, implements, and other material thereon ("Permanent Slope Easement"). The Permanent Slope Easement area is described more particularly on Exhibit "A-1" hereto labeled "Legal Description 05-PE-2" and depicted on Exhibit "B-1" hereto labeled "Plat Map 05-PE-2". Exhibits "A-1" and "B-1" are incorporated herein by this reference.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Permanent Slope Easement on September 30, 2013.

GRANTOR:

Conrad N. Hilton Foundation, a Nevada Corporation,

By: 
Authorized Representative

ACKNOWLEDGMENT

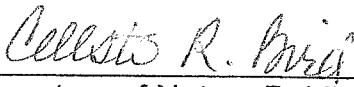
State of California

County of Los Angeles

On 9-30-2013 before me, Celeste R. Bird, Notary Public personally appeared Pat J. Modugno who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Signature of Notary Public (Seal)

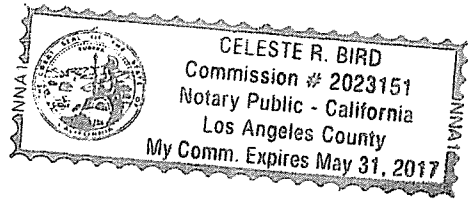


EXHIBIT E

SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986 ("Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. Further, California Revenue and Taxation Code Sections 18805(d)(1) and 26131(3)(1) provides that a transferee must withhold an amount equal to 3 1/3% of the sales price of California real property conveyed. Pursuant to the Purchase and Sale Agreement ("Agreement") dated as of _____, 2013, Conrad N. Hilton Foundation, a Nevada corporation ("Transferor") will transfer that certain real property described in Exhibit A-1, A-2, B-1 and B-2 to the Agreement (the "Real Property") to the City of Agoura Hills ("Transferee"). To inform Transferee that withholding of tax is not required upon the disposition of the Real Property, the undersigned hereby declares the following on behalf of Transferor:

1. It is the Transferor.
2. Transferor is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
3. Transferor's U.S. tax identification number is: 94-3100217
4. Transferor's address is:

Transferor understands that this Affidavit may be disclosed to the Internal Revenue Service and/or the State of California Franchise Tax Board by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Transferor understands that Transferee is relying on this Affidavit in determining whether withholding is required upon said transfer.

We declare under penalty of perjury that we have examined this declaration, and to the best of our knowledge and belief it is true, correct and complete.

Executed this 30th day of September, 2013, at Agoura Hills, California.

By: 

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles }

On 9-30-2013 before me, Celeste R. Bird, Notary Public
Date Here Insert Name and Title of the Officer

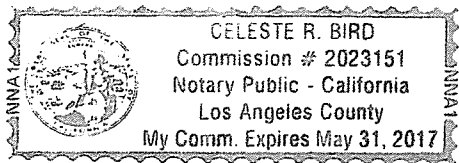
personally appeared Pat J. Moaugno
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Celeste R. Bird
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

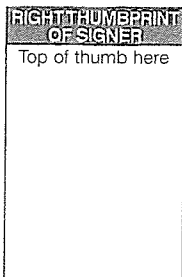
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

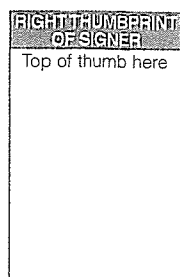
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Exhibit D

**PURCHASE AND SALE AGREEMENT AND GENERAL SETTLEMENT &
RELEASE**

**(Agoura Self Storage L.P. Assessor's Parcel Numbers 2061-004-027; 2061-004-039)
(09-TCE-1; 13-FEE-1, 13-TCE-1)**

This Purchase and Sale Agreement and General Settlement & Release ("Agreement") is made and entered into in Los Angeles County, California on _____, 2013 by and between the Buyer City of Agoura Hills, a municipal corporation (collectively with its successors and assigns, "City"), and Agoura Self Storage, L.P. (collectively with their affiliated companies, successors and assigns, lessees and agents, "Owners"). City and Owners are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties." The "Subject Property" means the portions of the real property and personal property improvement interests to be acquired set forth on Exhibits A-1, A-2, A-3, B-1, B-2 and B-3 attached hereto: Exhibits A-1, A-2 and A-3 describing and Exhibits B-1, B-2 and B-3 depicting the portion to be acquired located at 29301 Agoura Road, Agoura Hills, California 91301 (Assessor's Parcel Number 2061-004-027; 2061-004-039).

RECITALS:

City seeks to acquire the Subject Property interests.

"Owners" are a business entity operating the business commonly known as Agoura Self Storage (the "Business"), and are owner-occupants of the Subject Property.

The Subject Property is located within a proposed project area for City, and City seeks to acquire the Subject Property for a "Project" commonly known as the Agoura Road Widening and Canwood Street Improvements Project which City asserts is a proposed public use, namely for road widening to four travel lanes, including sidewalks, curbs and gutters, retaining walls, fencing and all uses necessary and convenient thereto.

The Parties' rights and obligations with regard to the acquisition of the Subject Property by City; the existing property boundary lines along Agoura Road, and the potential impacts /losses caused by the Project are in dispute. The Parties desire to establish their respective rights and obligations arising from City's acquisition of the Subject Property by City upon the terms and conditions set forth below.

This Agreement is made with respect to all of Owners' claims arising from City's acquisition of the Subject Property that were asserted or that could have been asserted by Owners in an eminent domain proceeding for this transaction, including, but not limited to claims for just compensation,

improvements pertaining to the realty, fixtures and equipment, relocation assistance, relocation benefits, loss of goodwill, precondemnation damages, interest, litigation expenses including attorneys' fees, appraisal fees, statutory costs, and for damages of every other kind and nature suffered or to be suffered by Owners as a result of the City acquisition of the Subject Property only.

This Agreement is not binding upon either party upon and until the formal approval of the terms and conditions of the herein Agreement by the City Council of the City of Agoura Hills and by a majority of the Ownership interests.

Owners wish to assist and cooperate towards the City's goals of improving Project area circulation, access, ambiance, and sidewalks and parking for the general public along Agoura Road provided City will use its best efforts to eliminate and/or minimize Project-related negative impacts on Owners, the property manager, and tenants.

Owners and City recognize the need to minimize Project-related impacts to the on-site residential managers; the Business; the Business' need to maintain a safe and convenient left turn access entering the facility off of Agoura Road & specifically accommodating large RVs and trucks; the need to preserve the security of the facility; and the importance of maintaining an attractive secure Class A storage facility entrance. Owners enter this Agreement to ensure these purposes are met.

The City has indicated that it intends to continue forward with the eminent domain process in the event an amicable compromise is not reached between the parties; both parties would prefer to reach a global settlement on numerous issues. Until this Agreement is finalized, and should either party breach this Agreement in any significant manner, both parties shall retain all legal and equitable rights against each other.

The parties have met and reviewed plans over a lengthy period and have been very cooperative, sharing plans and information, and have reached certain understandings to attempt to avoid unnecessary litigation costs and proceed expeditiously. Owners have indicated its willingness to voluntarily transfer fee title of a portion of its property to City of approximately 6,893 square feet of property, and two temporary construction easements of 1,244 square feet and 111 square feet, for City's purposes provided all of its concerns and anticipated losses are dealt with reasonably by City and as set forth hereinafter.

City has agreed to construct a retaining wall to minimize the land to be taken from Owners for the Project, thereby reducing severance damages and intrusion into the existing business.

The Project seeks to remove and replace or relocate existing improvements that were installed at City and/or Fire Department's direction as part of City's 1988-1989 voluntary NCU permit process. Conditions to those NCU permits required that the Owners install frontage and westerly xeriscaping (now over 25 years old), relocate business signage, and install 8 ft high security fencing with mature landscaping (now at 14-20 ft tall and approximately 6 ft deep on Agoura Storage.). These elements combined to serve as an aesthetic screening barrier as well as a secure barrier against intruders.

City shall record a Memorandum of this Agreement (1273.050 (b)) with a deed restriction that if, for any reason in the future, this Subject Property area is ever vacated, abandoned, or to be transferred to any third party, this property shall revert to Owners, upon Owners acceptance.

I. DEFINITIONS

Defined terms as used in this Agreement, the following terms shall have the following meanings:

“*Subject Property*” means a fee acquisition of 6,893 square feet portion and two temporary construction easements of 1,244 square feet and 111 square feet from the property known as 29301 Agoura Road, Agoura Hills, California set forth on Exhibit A-1, A-2, A-3, B-1, B-2, and B-3.

“*Business*” means the storage business owned and operated by Owners Agoura Self Storage.

“*Business Day*” means any day excluding Saturday, Sunday and any legal holiday.

“*City*” means City, and any and all of its contractors, subcontractors, agents or employees.

“*Closing Date*” means October 31, 2013, or at such other date as the Parties may agree.

“*Governmental Entity*” means any foreign or domestic (federal, state or local) governmental agency, commission, board, authority, court or other instrumentality, such as, for example, LVMWD, LA Fire Department, etc.

“*Lien*” means any mortgage, pledge, lien, encumbrance, lease payment obligations, other security interest, claim, hypothecation, and assignment for security or charge of any kind.

“*Person*” means any individual, partnership, corporation or recognized legal entity.

“*Transfer Documents*” means the Grant Deed (Exhibit D), two Temporary Construction Easement Deeds (Exhibits C and E), and the Owners’ Affidavit of Non Foreign Status (Exhibit F).

NOW, THEREFORE, in consideration of the premises and the mutual promises made in this Agreement, and in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows:

II. CONSTRUCTION

A. Construction

This Agreement is the result of arm’s length negotiations, and any ambiguity of this Agreement shall not be interpreted against any Party drafting any portion of the Agreement.

Additionally, the Parties agree that pursuant to Evidence Code section 1152, “Offers to Compromise”, any monetary sums discussed, any waivers of any existing rights, or matters noted herein shall not be admissible for any purposes, except any monetary sums paid by the City to Owners of the Subject Property shall nonetheless be admissible for credit against and used as an offset against any judgments entered against City pertaining to or resulting from a condemnation of the Subject Property. The parties specifically agree that this Agreement and its terms shall not be admissible in any future litigation between the parties other than to enforce these terms, nor admissible in any future eminent domain action against any other storage facilities and specifically not admissible for purposes of establishing value.

B. Consideration:

The Consideration for this Agreement includes the following items as well as ongoing good faith performance of all Recitals and terms herein until complete:

1. City will pay to Owners the total sum of \$300,000.00. (Three Hundred Thousand Dollars) (“Settlement Amount”), which amount is in settlement of all claims for compensation by Owners that were asserted or could have been asserted by Owners in an eminent domain proceeding for this transaction for the Subject Property, including, but not limited to claims for just compensation, improvements pertaining to the realty, signage relocation and installation, temporary construction easements, land acquisition, accommodations for business disruption both temporary and permanent, fixtures and equipment, relocation assistance, relocation benefits, loss of goodwill, precondemnation damages, interest, litigation expenses including attorneys’ fees, appraisal fees, statutory costs, and for damages of every other kind

and nature suffered or to be suffered by Owners as a result of this transaction for the Subject Property. The Settlement Amount will be paid upon verification of vacation from the Subject Property, which in no event shall be later than the Closing Date.

2. City receives from Owners via Grant Deed, a 6,893 square foot parcel, in fee simple, for slope, retaining wall, fencing, landscaping, sidewalk, and roadway purposes, see Exhibit D.
3. City receives from Owners a Temporary Construction Easement Deed, a 1,244 square foot parcel, for three months, see Exhibit C.
4. City receives from Owners a Temporary Construction Easement Deed, a 111 square foot parcel, for three months, see Exhibit E.
5. If necessary, City shall review the existing NCU permits and title, at its sole cost, and ensure the permits' consistency and ongoing continuity with any changes in site plan, layout, property lines, signage, landscaping, fencing etc, necessary to eliminate or minimize the Project's negative impacts to Owners, both during and after construction. Any need to accommodate existing tenants on the Conejo U- Store-It site by Agoura Storage and/or vice versa shall be allowed by City. Owners' reserve all rights relating to the existing NCU permits.
6. City shall waive all processing fees, legal fees, engineering and other expert fees and any and all costs related to any and all matters contained in this Agreement in a sincere effort to minimize damage to Owners.
7. Owners shall waive their existing legal fees and costs, survey & appraisal fees, which might be recoverable in any eminent domain action, provided that City shares their survey and engineering information freely with Owners. Owners have relied upon (and are entitled to rely upon) City surveyors' on - site marking of the final boundary lines.
8. Provided all of the items in this Agreement are complied with, City shall have no further obligation to Owners under the State Eminent Domain Law or under the Relocation Assistance and Real Property Acquisition statutes and guidelines for this particular transaction relative to this acquisition of the Subject Property.
9. A left turn lane access from eastbound Agoura Road servicing the Agoura Storage facility is incorporated into the Project design plans at the request of the Owners and shall be constructed substantially as set forth on Exhibit G. The Owners have advised City of the critical nature of this existing access, the loss of which

would constitute a total loss. The final design and as-built location of this left turn lane will be permanent, but the final design and as-built location of this left turn lane is subject to future review by City for any emergency safety conditions warranting a reevaluation of the safety, efficacy, and propriety of maintaining this traffic improvement feature in the public roadway; provided, however, any such future review or changes shall be outside the scope of this Agreement.

10. Any roundabout designed for the Kanan Agoura Rd intersection shall accommodate large RVs and trucks traveling to the business.
11. Owners shall not request compensation for the existing signage, fencing, and landscaping because City agrees to replace, relocate or reinstall the existing (or new) monument and other signage, fencing, and landscaping such that substantially the same visibility, security, and privacy exists at the facility:
 - a) The retaining wall, security fencing atop, and any exterior landscaping shall be a minimum of 8 feet high as measured from the exterior and shall be owned and maintained by City. No future modifications to or elimination of this security fencing may be made without the written consent of the Owners.
 - b) There shall be a 6,893 square foot permanent transferable development entitlement credit to Agoura Owners towards any future requests relative to this business including but not limited to any renewals, modifications or new entitlement requests by Owners or any successor in interest to the Owners interests.
 - c) City shall provide a 24 hour contact telephone number for issues arising from the Project. In the event blasting or extremely loud noise or vibration or dust is anticipated, the onsite resident managers shall be warned and provided 24 hour notice. City shall ensure all contractors, agents and workers on the Project adhere to City codes regarding construction hours; e.g. no Saturday or Sunday work and no work commencing before 7:00 a.m. or continuing after 5:30 pm Monday through Friday.
 - d) City agrees to permit the replacement of any and all existing signage with equivalent east west visibility as set forth on Exhibit. "H" and to pay for same. In the event any signage is destroyed by or during Project, it shall be replaced by City. After the Project is complete, the Owners

shall own, retain and maintain that signage for the life of the business on City fencing/ROW.

- e) During Project construction and the construction of the after mentioned new Agoura frontage walls, City shall maintain security fencing at all times and shall advise on-site managers of their arrival and departure, to maintain the security of the facility at all times. The parties have agreed that City shall construct the new Agoura frontage walls and fencing prior to removing the existing security fencing.
 - f) Owners shall be entitled to put street signs/banners, at a mutually acceptable location and size, indicating “We’re Open” in the event that becomes necessary.
12. City has agreed that Owners may replace the existing storage facility offices and caretaker residential unit substantially as set forth on Exhibit I (Plans for foundation & new structure; site layout) to safeguard it and persons residing therein from the expected impacts of the Project and specifically the closer proximity of noise, parking, pedestrians, vehicular traffic, and other noise protections updating compliance with state, local and other building codes. City shall obtain all necessary public entity approvals for this replacement unit.
13. Property Owner’s replacement of the existing caretaker/office facility at 29301 Agoura Road, Agoura Hills California to a similar location on the Subject Property, is subject to final approval by Director of Community Development and the City Council, which approval shall not be unreasonably withheld. No additional setbacks, site coverage or structural or aesthetic changes (including but not limited to landscaping, etc.) shall be required for approval of this CUP. One covered parking stall shall be required by owner for Administrative CUP approval. The CUP shall terminate only upon termination of the storage use. No modifications or renewals of this CUP shall be required. While under construction, the existing facility shall be permitted to remain in place and be utilized until final approvals for the new building are granted with certificates of occupancy issued. Once the Parties mutually agree that construction is 50% complete, Owners may perform repaving and re-striping on site Owners deem as necessary, but in scope and locations mutually agreeable to the Parties.
14. City agrees to maintain the availability of all pre-existing utility connections and amenities existing at the Business including; but not limited to, LVMWD, water connections, cable/internet, drainage facilities, gas lines, sewer, and electrical hook ups and

meters required for an office and residential caretaker unit CUP. If utility connections to the Subject Property must be relocated from their preexisting locations, City reserves the right to select the most appropriate sites for any new utility connections to the Subject Property. Notice shall be given prior to any shut off of services to the office or residence.

15. City's replanting of trees on the new public right of way areas within the acquired portions of the Subject Property may be credited against and towards any landscape taken out by City that currently counts towards the site's landscape and/or canopy coverage requirements.
16. City shall ensure reasonable access to Owners, managers and their tenants at all times during construction.
17. City recognizes Owners' concern that any RV tenants moved for construction of this City Project may not ever return to these facilities, (at this point estimated by Owners at approximately 35 spaces), and that trash enclosures shall have to be moved into rentable RV spaces; therefore, City agrees that the Project shall be completed within 7 months of notification of intent to begin construction work taking place on the Agoura Storage property. Owners shall be given 90 days written notice to have said tenant(s) out of construction area and Owners shall waive compensation for that time period. Thereafter, if more than 7 months elapses from the start of the 90 day notice, City shall provide monthly payments of \$300.00 per effected RV space, per month until construction by City is complete.
18. Owners shall provide the aforementioned temporary construction easements and reasonable access at the locations as is reasonably needed for the construction project and the City's contractors, provided there is compliance with Section 8(e) above.
19. City and Owners herein agree, in advance, to provide the other party with the right of access and entry to the other party's property for all purposes associated with the maintenance of each party's respective slope areas, roadway, landscaping, retaining wall and security fencing during and after construction is complete. Said entries are to be at mutually agreeable and convenient times unless a security breach occurs. If possible, 48 hours prior notice shall be provided to the other party.
20. Owners shall not be required to pay for water or other services related to City landscaping outside of the new frontage security fencing.

21. Owners waive any and all rights to loss of business goodwill relative to this transaction providing City's good faith adherence to the intentions and constraints of this Agreement.
22. Owners waive any and all claims for loss of income for the Subject Property vacated to the City including for the anticipated temporary loss of RV spaces and trash enclosures during construction of this Project for a period of 7 months, which shall include the three month notice period required to be provided herein.
23. City has agreed that City shall ensure the new Project related drainage patterns along, over, and through Owners' facility do not negatively impact Owners property, tenants, or improvements.
24. City shall not object to any future transactions with other public entities involving or adjusting surveyed property lines along Agoura Storage's easterly boundary.

C. Transfer of Liabilities

City, by this Agreement, will not assume, pay, or otherwise have any responsibility with respect to any obligation or liability of Owners of any type or nature whatsoever, including without limitation, any of Owners' liabilities associated with the Business (and not Project-related) arising out of litigation or claims of any type or nature, and City will have no obligation to offer employment to or hire any of Owners' employees.

Owners, by this Agreement, will not assume, pay, or otherwise have any responsibility with respect to any obligation or liability of City of any type or nature whatsoever, including without limitation, any of City' liabilities associated with the construction of the Project or acquisition of the Subject Property or arising out of litigation or claims of any type or nature, and this provision shall be broadly construed in favor of Owner.

D. Possession of the Subject Property

Owners shall be entitled to remain in possession of the acquired portions of the Subject Property, until 90 days after notice is given (The "Vacation Date").

E. Vacation of portions of the Subject Property

1. Owners represent and warrant to City that as of the Vacation Date, Owners shall relinquish the Subject Property and deliver possession of the Subject Property in an "As is" condition to City.

2. As of the Vacation Date, Owners shall have removed all desired personal property, trade fixtures, furniture and equipment from the Subject Property. Thereafter the City may remove remaining items at City's sole cost.
3. Upon the Closing Date, Owners hereby transfer the right, title or interest in the Subject Property, as described in Exhibits "A-1, A-2, and A-3" to City, and warrants all to be free and clear from any liens or encumbrances which shall have been removed and disposed of in accordance with applicable regulations.

F. Release

1. Owner Release of City:
 - a) In consideration of all of the promises herein, Owners for themselves, their agents, assigns and related entities, fully releases, acquits and discharges City, and the officers, directors, employees, attorneys, accountants, other professionals, insurers and agents of City (collectively "agents") and all entities related to City, from all rights, claims, demands, actions or causes of action which Owners now have or may have against City arising from the acquisition of the Subject Property, these eminent domain proceedings, or otherwise, including, but not limited to, any claim to relocation assistance, relocation benefits, precondemnation damages, or compensation for property or goodwill from City for the Subject Property transaction only.
 - b) Owners specifically retain and reserve all of their legal and equitable rights regarding:
 - 1.) any future condemnation actions by City involving other portions of the Owners' remaining Property interests,
 - 2.) future City Projects
 - 3.) future property line disputes,
 - 4.) future Agreement enforcement /compliance issues,
 - 5.) Project construction damage or defect claims,
 - 6.) future utilities or drainage problems,
 - 7.) retaining wall fencing or signage problems or failures,

- 8.) and any and all claims to contribution or damages relating to any later discovered environmental contamination, hazardous materials, groundwater contamination or similar claims.
- 9.) future third party damage claims related to City's owned security fencing.
- 10.) damage claims the result of future City implemented design changes to Agoura Road that affect left-turn vehicle movements into the Owners property.
- c) This release is intended as a full and complete release and discharge of any and all such claims that Owners may or might have against City and its related entities arising from the acquisition of the Subject Property. In making this release, Owners intend to release City, its related entities and agents from any liability of any nature whatsoever for any claim or injury or for damages or equitable or declaratory relief of any kind, whether the claim, or any facts on which such claim might be based, is known or unknown to the Party possessing the claim expressly waive all rights under Section 1542 of the Civil Code of the State of California, which Owners understand provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by her or him must have materially affected his settlement with the debtor.

- d) Owners acknowledge that it may hereafter discover facts or law different from or in addition to those which it now believes to be true with respect to the release of claims. Owners agree that the foregoing release shall be and remain effective in all respects notwithstanding such different or additional facts or law or any party's discovery thereof. Owners shall not be entitled to any relief in connection therewith, including, but not limited to any damages or any right or claim to set aside or rescind this Agreement. No Party nor any agents nor any related entities have made any statement or representation to any other Party regarding any fact relied upon in entering into this Agreement, and each Party expressly states it does not rely upon any statement,

representation or promise of any other Party or any Party's agent or related entities in executing this Agreement, except as is expressly stated in this Agreement. Each Party to this Agreement has made such investigation of the facts and law pertaining to this Agreement, and of all other matters pertaining thereto, as it deems necessary. The parties do acknowledge that Owners have the right to and have relied upon City surveyor's property line demonstrations to show the extent of the acquisitions and the legal descriptions therefore.

2. City Release In Favor Of Owner

- a) In consideration of all of the promises herein, City, their agents, assigns and related entities, fully releases, acquits and discharges Owner, and the officers, directors, employees, attorneys, accountants, other professionals, insurers and agents of Owner (collectively "agents") and all entities related to Owner, from all rights, claims, demands, actions or causes of action which City now have or may have against Owner arising from or relating to the acquisition of the Subject Property, its prior use or condition.
- b) This release is intended as a full and complete release and discharge of any and all such claims that City may or might have against Owners and their related entities arising from or relating to the acquisition of the Subject Property. In making this release, City intends to release Owners, its related entities and agents from any liability of any nature whatsoever for any claim or injury or for damages or equitable or declaratory relief of any kind, whether the claim, or any facts on which such claim might be based, is known or unknown to the Party possessing the claim. City expressly waives all rights under Section 1542 of the Civil Code of the State of California, which City understands provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by her or him must have materially affected his settlement with the debtor.

- c) City acknowledges that it may hereafter discover facts or law different from or in addition to those which it now believes to be true with respect to the release of claims. City agrees that the foregoing release shall be and remain effective in all respects notwithstanding such different or additional facts or law or any party's discovery thereof. City shall not be entitled to any relief in connection therewith, including, but not limited to any damages or any right or claim to set aside or rescind this Agreement.
- d) No Party nor any agents nor any related entities have made any statement or representation to any other Party regarding any fact relied upon in entering into this Agreement, and each Party expressly states it does not rely upon any statement, representation or promise of any other Party or any Party's agent or related entities in executing this Agreement, except as is expressly stated in this Agreement. Each Party to this Agreement has made such investigation of the facts and law pertaining to this Agreement, and of all other matters pertaining thereto, as it deems necessary.
- e) City hereby releases Owners, its officers, directors, affiliates, subsidiaries from any and all claims, liability, costs, or damages that City may suffer from: a.) the discovery of the existence of any soils or ground water contamination not caused by Owner or, b.) the future discovery of same on, under, or around the Subject Property, whether alleged to be caused by Owner or not. City reserves its rights against third parties and does not release or waive its rights to contribution against any other party.

G. Necessary Acts

Each Party to this Agreement agrees to perform any further acts and execute and deliver any further documents that may be reasonable necessary to carry out the provisions of this Agreement.

H. Advice of Counsel

Each Party has had the opportunity to receive independent legal advice with respect to the advisability of making this Agreement and with respect to the meaning of California Civil Code Section 1542. Each Party hereto, by its due execution of this Agreement, represents to every other Party that it has reviewed each term of this Agreement with its counsel and that hereafter no Party shall deny the validity of this Agreement on the ground

that the Party did not have the opportunity to receive the advice of counsel.

I. Authority

Each person, party or entity executing this Agreement represents that it is authorized to execute this Agreement. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on his or her own behalf, represents that he or she is authorized to execute this Agreement on behalf of that entity.

J. Construction and Good Faith

Each Party is entering into this Agreement to compromise a dispute, and this Agreement is made in good faith. Each Party has cooperated in the drafting and preparation of this Agreement. In any construction to be made of this Agreement, or of any of its terms and provisions, the same shall not be construed against any Party.

K. Time is of the Essence.

Time is of the essence in this Agreement.

III. AGREEMENTS AND COVENANTS

A. Required Consents

On or prior to the Closing Date, Owners shall obtain all consents by third Persons (the "Required Consents") necessary to effect the transfer to City of Owners' rights, title and interest in and to the Subject Property and the completion of the transactions contemplated hereby. If one or more Required Consents are not obtained by the Closing Date, City may, in its discretion, waive Owners' obligation to obtain the Required Consents by the Closing Date; provided that Owners shall nonetheless continue to use its best efforts to obtain such Required Consent or Consents as soon as practicable. All Required Consents and waivers obtained or executed by City shall be evidenced by written confirmation executed by the consenting Persons.

B. Access

Prior to the Closing Date, Owners shall permit City and City's representatives and City's contractors access to conduct one or more on site non-intrusion inspections of the Subject Property at such times and dates as are specified by City and are consented to by Owners (which consent shall not be unreasonably withheld). City shall defend, hold harmless, and indemnify Owner for any such permitted access and shall maintain the confidentiality of any reports or findings.

IV. REPRESENTATIONS AND WARRANTIES OF OWNERS

Owners represent and warrant to City that the statements contained in this Agreement are correct and complete.

A. Binding Obligation

This Agreement has been duly executed and delivered by Owners and constitutes the legal, valid and binding obligation of Owners, enforceable against Owners in accordance with its terms. Once executed and delivered, the Transfer Documents shall constitute the legal, valid and binding obligations of Owners, enforceable against Owners in accordance with their respective terms. The execution, delivery and performance by Owners of this Agreement and the Transfer Documents do not and will not conflict with, or result in any violation of, any provision of any law, ordinance, rule, regulation, judgment, order, decree, agreement, instrument or license applicable to Owners or to their property or assets. No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity or any other third Person is required by or with respect to Owners in connection with its execution, delivery or performance of this Agreement and the Transfer Documents.

B. Litigation

Owners are not subject to any outstanding injunction, judgment, order, decree, ruling, or charge relating to the Subject Property or Owners' performance of its obligations under this Agreement and (b) is not a party or, to the best knowledge of Owners, is threatened to be made a party, to any action, suit, proceeding, hearing, or investigation of, in, or before any Governmental Entity or before any arbitrator relating to the Business, or Owners' performance of its obligations under this Agreement. Except as contemplated by this Agreement, there are no governmental proceedings or investigations pending against Owners relating to the Business, or Owners' obligations under this Agreement.

C. Insurance

Owners shall keep any existing insurance policies related to their tenancy or Business on the Subject Property in full force and effect and such policies shall remain in effect through the Closing Date.

D. City Insurance

1. City shall ensure that all Project-related personnel, contractors, subcontractors, and/or agents shall maintain adequate insurance to ensure the performance of City's indemnification obligations to Owners under this Agreement and to protect Owners from any and

all losses, claims, notices damages, response costs related to City Project and the Subject Property.

2. City shall ensure all contractors, assigns, successors in interest, and transferees shall maintain adequate bonds as required by law.
3. Upon request, City shall provide to Owners a copy of an Evidence of Insurance form covering with a broad form Comprehensive General Liability policy in effect for the Project and the work on the Subject Property with a single combined liability limit of **\$2,000,000.00** and property damage limits of not less than **\$1,000,000.00** insuring against all liability of City and/or its authorized representatives, successors in interest, assigns or transferees arising out of and in connection with the indemnity obligations in this Agreement. Owners and City shall be named as an “additional named insured” and the policy shall contain cross liability endorsements.
4. The insurer shall be with a company or business authorized to do business
5. in the State of California and rated “A” or above by Best’s Insurance Reports and shall be CG 00 01 11 88. The policy shall be “primary” and shall be “occurrence” versus “claims made.”
6. The insurance shall provide **10 days** cancellation notice to the Owners and City of any breach or cancellation for any reason whatsoever to the addresses indicated on the Notice section. Owners shall be entitled to an opportunity to reinstate coverage in the event City or its contractors fail to do so.
7. City shall further ensure that City’s Project related personnel, agents, contractors, subcontractors, shall be obligated to carry any other insurance as required by law including but not limited to adequate automobile, workers compensation coverage, bodily injury, personal injury.
8. City shall purchase the policy referenced at E 4 above.

E. Fraudulent Conveyance

Owners are not now insolvent and will not be rendered insolvent by the sale, transfer and assignment of the Subject Property pursuant to the terms of this Agreement. Owners are not entering into this Agreement or any of the other agreements referenced in this Agreement with the intent to defraud, delay or hinder its creditors and the consummation of the transactions contemplated by this Agreement, and the other agreements referenced in this Agreement, will not have any such effect. The

transactions contemplated in this Agreement or any agreements referenced in this Agreement will not constitute a fraudulent conveyance, or otherwise give rise to any right of any creditor of Owners.

F. Compliance with Law

The operation of the Business has been conducted in all material respects in accordance with all applicable laws, regulations and other requirements of Governmental Entities having jurisdiction over the same.

G. Brokers' Fees

With respect to the transactions contemplated by this Agreement, Owners have no obligation to pay any fees or commissions to any broker, finder, or agent for whom City could become liable or obligated.

H. Disclosure

The representations or warranties contained in this Agreement and the other information or documents furnished pursuant to this Agreement by Owners to City and by City to Owners do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements made herein or therein, in light of the circumstances under which they were made, not misleading.

I. Hazardous Substances

"Hazardous Substances" includes without limitation: (a) Those substances included within the definitions of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, or pollutant or contaminant in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law; (b) Those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances [40 CFR Part 302]; (c) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and (d) Any material, waste, or substance that is (i) a petroleum or refined petroleum product, (ii) asbestos, (iii) polychlorinated biphenyl, (iv) designated as a hazardous substance pursuant to 33 USC sect. 1321 or listed pursuant to 33 USC sect. 1317, (v) a flammable explosive, or (vi) a radioactive material.

1. Owners and City acknowledge that they have not received information that the soil beneath the Subject Property are presently contaminated by Hazardous Substances, including, without limitation, volatile organic compounds ("VOCs") and Owners have provided no such information to City.

2. To the best of Owners' and City's knowledge, there are no buried or partially buried storage tanks located on the Subject Property.
3. To the best of Owners' knowledge, Owners have received no written notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Subject Property are or have been in violation of any Environmental Law, or informing Owners that the Subject Property is subject to investigation or inquiry regarding Hazardous Substances on the Subject Property or the potential violation of any Environmental Law. City acknowledges that City has received no such notice regarding the Subject Property.
4. To the best of Owners' and City's knowledge, there is no monitoring program required by the Environmental Protection Agency or any similar state agency concerning the Subject Property.
5. To the best of Owners' and City's knowledge, the Subject Property has never been used as a dump or landfill.
6. Owners have disclosed to City all information, records, and studies maintained by Owners in connection with the Subject Property concerning Hazardous Substances
7. Owners and City have disclosed to each other all information, records, and studies maintained by Owners in connection with the Subject Property concerning Hazardous Substances. If existing, within 20 days of the opening of Escrow herein, Owners shall produce a list of all information, records, and studies maintained in connection with the Subject Property concerning Hazardous Substances, and will make the documents available for City's review. As certain documents may contain confidential information, City and Owners shall sign a mutually acceptable confidentiality agreement as a condition to City's review of such confidential documents.
8. The Owners have not been notified and are not aware that there is any condition on the Subject Property that violates any health, safety, fire, environmental, sewage, building, or other federal, state, or local law, code, ordinance, or regulation.

V. REPRESENTATIONS AND WARRANTIES OF CITY

City represents and warrants to Owners that the statements contained herein are correct and complete.



A. Organization

City is a public body, corporate and politic, duly organized and validly existing under the laws of California.

B. Binding Obligation

City has all requisite power and authority to enter into and perform its obligations under this Agreement. All acts and other proceedings required to be taken by City to authorize the execution, delivery and performance by City of this Agreement and the transactions contemplated hereby, have been duly and properly taken. This Agreement has been duly executed and delivered by City and constitutes the legal, valid and binding obligation of City, enforceable against City in accordance with its terms.

C. Brokers' Fees

With respect to the transactions contemplated by this Agreement, City has no obligation to pay any fees or commissions to any broker, finder, or agent for whom Owners could become liable or obligated.

VI. CONDITIONS TO OBLIGATION OF OWNERS

The obligations of Owners in connection with this Agreement are subject to the following conditions:

A. Representations and Warranties True

The representations and warranties of City shall be true and correct as of the date hereof and as of the Closing Date, with the same force and effect as if they had been made on the Closing Date.

B. Performance of Obligations

City shall have performed its obligations which are to be performed on or prior to the Closing Date of this Agreement.

C. Settlement Amount

Owners shall have received the Settlement Amount payable to Owners on City's verification on or at the Closing Date.

VII. CONDITIONS TO OBLIGATION OF CITY

The obligations of City in connection with this Agreement are subject to the following conditions.

A. Representations and Warranties True

The representations and warranties of Owners shall be true and correct as of the date hereof and as of the Closing Date, with the same force and effect as if they had been made on the Closing Date.

B. Performance of Obligations

Owners shall have performed their obligations which are to be performed on or prior to the Closing Date under of this Agreement.

C. Transfer of Assets

Owners shall have duly executed and delivered to City each of the Transfer Documents.

D. FIRPTA Certificate and California Form 597 W

Owners shall have duly executed and delivered to City (i) a certificate by Owners substantially in the form attached hereto as Exhibit B, stating that Owners are not a “foreign person” as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act and (ii) a California Withholding Exemption Certificate Form 597 W certifying that Owners have a permanent place of business in the State of California.

VIII. INDEMNIFICATION

A. Indemnification by Owners

From and after the Closing Date, Owners agree to indemnify, defend (with counsel selected by Owners but reasonably satisfactory to City) and hold harmless City and City’s directors, officers, shareholders, beneficial owners, agents, employees, attorneys, successors and assigns from and against any and all liabilities, losses, causes of action, claims, damages, costs, liens, fines, penalties, and expenses (including reasonable attorneys’, experts’, and consultants’ fees and expenses) arising out of (1) any breach by Owners of their representations, warranties, covenants and/or agreements contained in this Agreement or any related agreement; or (2) any liability of Owners not specifically assumed by City (including without limitation, any of Owners’ liabilities relating to state or federal income taxes; non compliance with any environmental laws or regulations; product liability claims; or liabilities arising out of injury (including personal or bodily injury) to, or death of, any person or damage to any property resulting from any error, omission, negligence, or willful misconduct of Owners or Owners’ agents, subcontractors or employees; or litigation or claims of any type or nature associated with the Business).



B. Indemnification By City

To the broadest extent possible, City shall defend, hold harmless, and indemnify Owners, their directors, officers, shareholders, beneficial owners, agents, employees, attorneys, successors and assigns from and against any and all liabilities, losses, causes of action, claims, damages, costs, liens, notices, litigation, fines, penalties, and expenses (including reasonable attorneys', experts', and consultants' fees and expenses) arising out of, or relating in any way to, City's acquisition of the Subject Property, City's Project, or any term or provision of this Agreement.

C. Third Party Claims

The indemnifying party under the provisions of this Article VIII shall have the right to conduct and control, through counsel of its choosing, any third party claim, action or suit, and the indemnifying party may compromise or settle the same, provided that any such compromise or settlement fully releases all of the indemnified parties with respect to such claim, action or suit.

D. Other Indemnification Provisions

The foregoing indemnification provisions are in addition to, and not in derogation of, any statutory, equitable, or common law remedy either party may have against the other for breach of any representation, warranty or covenant in this Agreement.

IX. TERMINATION

A. Termination

This Agreement may be terminated at any time prior to the payment of the Settlement Amount:

1. by mutual written consent of the Parties;
2. by either City or Owners if there has been a material misrepresentation or material breach of the intentions, covenant or agreement contained in this Agreement on the part of the other and such breach of a covenant or agreement has not been promptly cured within five days after receipt of notice of such breach;
3. by Owners if any of the provisions set forth herein shall not have been satisfied by City;

or by Owners if City breaches any terms set forth in the concurrently executed Purchase and Sale Agreement for Conejo U Store It; or

4. by City if any of the conditions set forth in Article VII shall not have been satisfied before the Closing Date.

B. Effect of Termination

In the event of termination of this Agreement by City or Owners as provided in Article IX, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of any party, except to the extent that such termination results from a breach by a party hereto of any of its representations, warranties, covenants or agreements set forth in this Agreement.

X. MISCELLANEOUS

A. Survival

All representations and warranties of Owners contained herein relating to title of the Subject Property (including, but not limited to, those set forth in Section IV) shall survive indefinitely. The representations and warranties of Owners contained herein relating to environmental matters (as set forth above) shall survive until the Closing Date. All covenants and agreements of the Parties contained herein shall survive indefinitely.

B. No Third Party Beneficiaries

This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns, and also including Conejo U Store It, whose concurrently executed Purchase and Sale Agreement is made upon reliance upon this Agreement and fulfillment of all the terms herein.

C. Further Documents and Assurances

Each Party agrees to execute such other or further documents or instruments or take or cause to be taken such other or further action as may reasonably be necessary or appropriate in order to more fully and completely effectuate the transactions contemplated by this Agreement or to carry out its intent.

D. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they related in any way to the subject matter hereof or thereof.

E. Succession and Assignment

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Owners may not assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of City.

F. Expenses

City shall pay all of City's own expenses in connection with the negotiation, execution and delivery of this Agreement and any related agreements or instruments. Owners shall bear all other costs and expenses in connection with the execution and delivery of this Agreement and any related agreements or instruments and the completion of the transactions contemplated hereunder to escrow. Owner shall be entitled to rely upon City engineers.

G. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

H. Headings

The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

I. Notices

All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to City:

City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attn: City Manager
Phone: (818) 597-7300
Fax: (818) 597-7341

With a copy to:

Candice K. Lee, City Attorney
Richards, Watson & Gershon APC
355 S. Grand Avenue, 40th Floor
Los Angeles, California 90071-3101
Telephone: (213) 626-8484
Fax: (213) 626-0078

If to Owners:

Agoura Storage Ownership
Attention: URGENT
29301 Agoura Rd.
Agoura Hills, CA 91301

With copy to:

K.C. McMenamin-Torres, Attorney
For Agoura Storage URGENT
3075 East Thousand Oaks Blvd, Suite 100
Westlake Village, CA 91362
Telephone: (805) 217-9711

Either Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Either Party may change the address to which notices, requests, demands, claims, or other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

J. Governing Law

This Agreement is entered into under and shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

K. Amendments

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by City and Owners.

L. Waivers

Failure of either Party at any time to require the performance by the other Party of any provision of this Agreement or any related agreement shall in no way affect the right to require full performance of such provision thereafter. Furthermore, the waiver by either Party of a breach of any provision of this Agreement or any related agreement will not be held to be a waiver of any other provision of this Agreement or any related agreement.

M. Severability

The invalidity or unenforceability of any term or provision of this Agreement or any related agreement shall not affect the validity or enforceability of the remaining terms and provisions thereof except that if any such invalidity or unenforceability is in conflict with the intentions of the parties specifically to avoid losses to Owners, then the severed provision shall result in the need for additional compensation.

N. Specific Performance

Each Party acknowledges and agrees that the other Party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each Party agrees that the other Party shall be entitled to an injunction or injunctions to prevent breaches and to secure specific performance, in addition to any other remedy to which it may be entitled, at law or in equity.

O. Force Majeure

Neither Party shall be liable for failure to perform its obligations under this Agreement when such failure is due to any cause beyond the



reasonable control of the Party unable to perform, excluding economic or financial reasons.

P. Independent Contractor

Pursuant to this Agreement and otherwise, each Party shall act as an independent contractor and not as an agent of the other Party, and neither Party shall represent itself as an agent of the other Party. No act done by either Party will be deemed to create a partnership or joint venture with the other Party, nor will the provisions of this Agreement or the related agreements be construed as creating a partnership or joint venture.

Q. Attorneys' Fees

If there is any legal proceeding required to enforce or interpret any provision of this Agreement or any of the agreements or instruments contemplated hereby to protect or establish any right or remedy of either Party, the unsuccessful Party to such proceeding shall pay the prevailing Party all costs and expenses, including reasonable attorneys' fees and costs, incurred by such prevailing Party. Attorneys' fees and costs in enforcing any judgment or in connection with any appeal shall be recoverable separately from and in addition to any other amount included in such judgment. The parties agree that any disputes shall first be expeditiously mediated by a retired California judge, such as, by way of example, through JAMS, AAA, or ARC and that shall mediation shall be at each parties sole expense and cost.

R. Opening and Closing of Escrow

Upon the parties execution of this Agreement, an escrow (the "Escrow") shall be opened with Lawyers Title Company, 888 South Figueroa, Suite 2100, Los Angeles, CA 90017: Phone: (213) 330-2330: Fax: (213) 330-3105, Attn: Cheryl Greer, will be the escrow holder ("Escrow Holder"). For the purposes of this Agreement, "Opening of Escrow" shall mean the date on which Escrow Holder shall have received executed counterparts of this Agreement from City and Owners. Escrow shall close (the "Close of Escrow") on or before October 31, 2013.

S. Deposit of Documents and Settlement Amount in Escrow

Owners and City hereby covenant and agree to deliver to Escrow Holder prior to the Close of Escrow the Transfer Documents and Settlement Amount, the delivery of each of which shall be a condition of the Close of Escrow.



T. Escrow Charges and Prorations

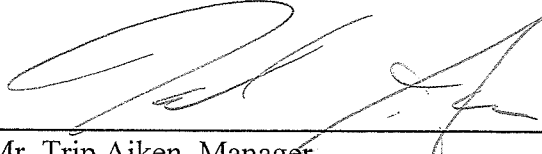
1. City shall pay all of the escrow fees, and miscellaneous expenses as each incurs. City shall pay for the cost of a CLTA Standard Coverage Owners' Policy of Title Insurance on the Subject Property, and for recording the Grant Deed and the two Temporary Construction Easement Deeds on the Subject Property, if necessary, and any documentary or other local transfer taxes on the transfer of the acquired portions of the Subject Property, if any; however, Escrow Holder is hereby notified that the transfer of the Subject Property to City is likely exempt from documentary transfer taxes pursuant to Revenue and Taxation Code Section 11922.
2. Real estate and personal property taxes and any other governmental charges, regular assessments, or impositions against the Subject Property on the basis of the fiscal year or calendar year for which assessed shall be pro-rated as of the Close of Escrow. If the Close of Escrow shall occur before the tax rate is fixed, the apportionment of taxes on the Close of Escrow shall be based on the tax rate for the next preceding year applied to the latest assessed valuation after the tax rate is fixed, which assessed valuation shall be based on the Subject Property's assessed value prior to the Close of Escrow, and City and Owners shall, when the tax rate is fixed, make any necessary adjustment. All prorations shall be determined on the basis of a 360 day year.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made and entered into as of the date first set forth above.

AGOURA STORAGE L.P.

Date: 11/13/13

By: 
Mr. Trip Aiken, Manager,
Agoura Storage Management LLC
Agoura Self Storage L.P.

CITY OF AGOURA HILLS

Date: _____

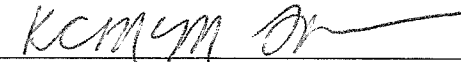
By: _____
Denis Weber, Mayor

ATTEST:

By: _____
Kimberly M. Rodrigues, City Clerk

APPROVED AS TO FORM:

LAW OFFICE OF K C MCMENAMIN-TORRES

By: 
Kathryn McMenamin-Torres,
Attorney for Agoura Self Storage, L.P.

APPROVED AS TO FORM:

RICHARDS, WATSON & GERSHON
A Professional Corporation
CANDICE K. LEE, City Attorney
MICHAEL F. YOSHIBA

By: _____
Michael F. Yoshiba,
Attorneys for the City of Agoura Hills



Exhibit A-1

Legal Description (09-TCE-1)

OWNER: LAS VIRGENES PROPERTIES

PARCEL NO. 09-TCE-1

APN: 2061-004-027

DESCRIPTION

THAT PORTION OF PARCEL 7, IN THE CITY OF AGOURA HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN IN THE LICENSED SURVEYOR'S MAP FILED IN BOOK 15 PAGES 8 AND 9 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF PARCEL 2, PARCEL MAP NO. 24674, IN SAID CITY, COUNTY AND STATE, AS PER MAP FILED IN BOOK 278, PAGES 68 AND 69 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT ALSO BEING A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF AGOURA ROAD, ALSO BEING A POINT IN A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1149.26 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 04° 25' 57" WEST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 14' 45" AN ARC DISTANCE OF 65.11 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT A";

THENCE NORTH 51° 15' 22" EAST 2.76 FEET;

THENCE SOUTH 87° 02' 43" EAST 28.08 FEET;

THENCE SOUTH 84° 14' 02" EAST 16.97 FEET;

THENCE NORTH 45° 30' 39" EAST 2.92 FEET;

THENCE SOUTH 85° 08' 00" EAST 15.84 FEET TO THE EASTERLY LINE OF SAID PARCEL 7, ALSO BEING THE WESTERLY LINE OF PARCEL 2 OF SAID PARCEL MAP 24674;

THENCE SOUTH 01° 53' 47" WEST 6.15 FEET ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH THAT PORTION OF SAID PARCEL 7 DESCRIBED AS FOLLOWS:

COMMENCING AT SAID "POINT A", BEING A POINT IN THE NORTHERLY RIGHT-OF-WAY OF AGOURA ROAD, ALSO BEING A POINT IN A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1149.26 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 07° 40' 42" WEST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 18' 57" AN ARC DISTANCE OF 46.45 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 12' 23" AN ARC DISTANCE OF 44.26 FEET;

THENCE NORTH 14° 29' 12" EAST 11.39 FEET;

THENCE SOUTH 88° 46' 44" EAST 33.21 FEET;

THENCE SOUTH 08° 59' 03" EAST 15.36 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1,244 SQUARE FEET

PAGE 1 OF 1

EXHIBIT A-1



Mark Fox 4-25-13

Exhibit A-2
Legal Description (13-FEE-1)

LEGAL DESCRIPTION:

OWNER: AGOURA STORAGE FACILITY

PARCEL NO. 13-FEE-1; 13-TCE-1

APN: 2061-004-039

DESCRIPTION:

A VARIABLE WIDTH STRIP OF LAND OVER A PORTION OF PARCEL 6, IN THE CITY OF AGOURA HILLS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN IN THE LICENSED SURVEYOR'S MAP FILED IN BOOK 15 PAGES 8 AND 9 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 6;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 6 NORTH 16°04'00" EAST 49.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 984.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 14°34'01" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°41'53" AN ARC DISTANCE OF 235.25 FEET TO A POINT IN THE NORTHWESTERLY LINE OF SAID PARCEL 6;

THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 20°37'04" WEST 12.20 FEET TO THE MOST WESTERLY CORNER OF PARCEL 6;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 6 SOUTH 58°00'00" EAST 184.00 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 220.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH CENTRAL ANGLE OF 15°14'00" AN ARC DISTANCE OF 58.49 FEET TO THE POINT OF BEGINNING.

CONTAINING: 6893 sq. ft.



Mark Fox 05-01-12

Exhibit A-3

Legal Description (13-TCE-1)

OWNER: AGOURA STORAGE FACILITY

PARCEL NO. 13-TCE-1

A.P.N. 2061-004-039

DESCRIPTION

BEING A PORTION OF PARCEL 6, IN THE CITY OF AGOURA HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN IN THE LICENSED SURVEYOR'S MAP FILED IN BOOK 15 PAGES 8 AND 9 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF SAID PARCEL 6;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 6 NORTH 21°00' 52" EAST 12.26 FEET TO THE TRUE POINT OF BEGINNING;

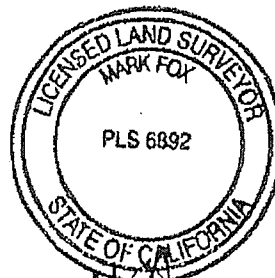
THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 21°00' 52" EAST 28.88 FEET;

THENCE SOUTH 72°35' 54" EAST 3.64 FEET;

THENCE SOUTH 20°20' 22" WEST 29.64 FEET TO A POINT IN A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS 984.00 FEET A RADIAL LINE TO SAID POINT BEARS SOUTH 28°30' 00" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°14'02" AN ARC DISTANCE OF 4.02 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 111 SQUARE FEET.

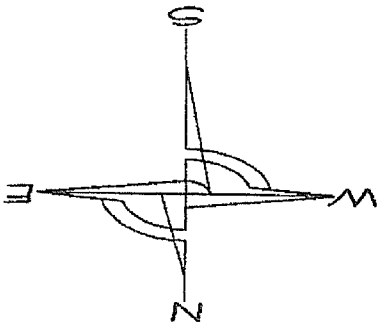


Mark Fox 04-25-13

Exhibit B-1
Plat Map (09-TCE-1)

OWNER: LAS VIRGENES PROPERTIES
A.P.N. 2061-004-027

DATE: 04-22-13
SCALE: 1" = 50'



LINE TABLE

LINE	BEARING	DISTANCE
L75	N01°53'47"E	6.15'
L76	N85°08'00"W	15.84'
L77	N45°30'39"E	2.92'
L78	N84°14'02"W	16.97'
L79	N87°02'43"W	28.08'
L80	N51°15'22"E	2.76'
L82	N08°59'03"W	15.36'
L83	N04°46'44"W	33.21'
L84	N14°29'12"E	11.39'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C21	2°18'57"	1149.26'	46.45'
C22	2°12'23"	1149.26'	44.26'

DATE REVISION

EXHIBIT
A.P.N. 2061-004-027

JACOBELLIS & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
SURVEYS SUBDIVISIONS - PHOTOGRAMMETRY
1115 TARA AVENUE STE 15B, NORTHridge, CA 91326 PH 818-366-9222 FAX 818-366-4813

DATE: 04-22-13
PROJECT NO.: 10-141
DRAFTED BY: LMS
CHECKED BY: MF
SHEET NO.: 1 OF 1

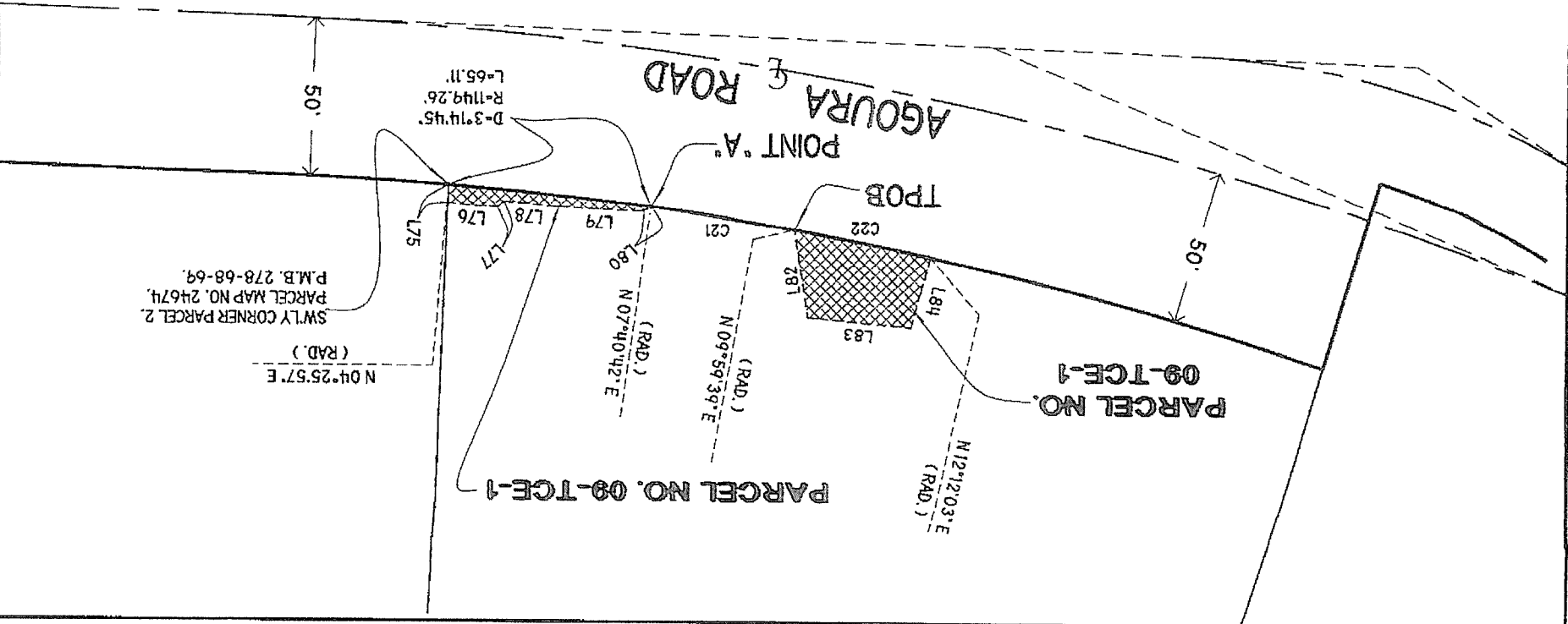
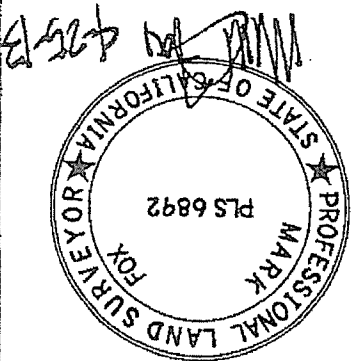


EXHIBIT B-1

Exhibit B-2
Plat Map (13-FEE-1)

SURVEYORS MAP:

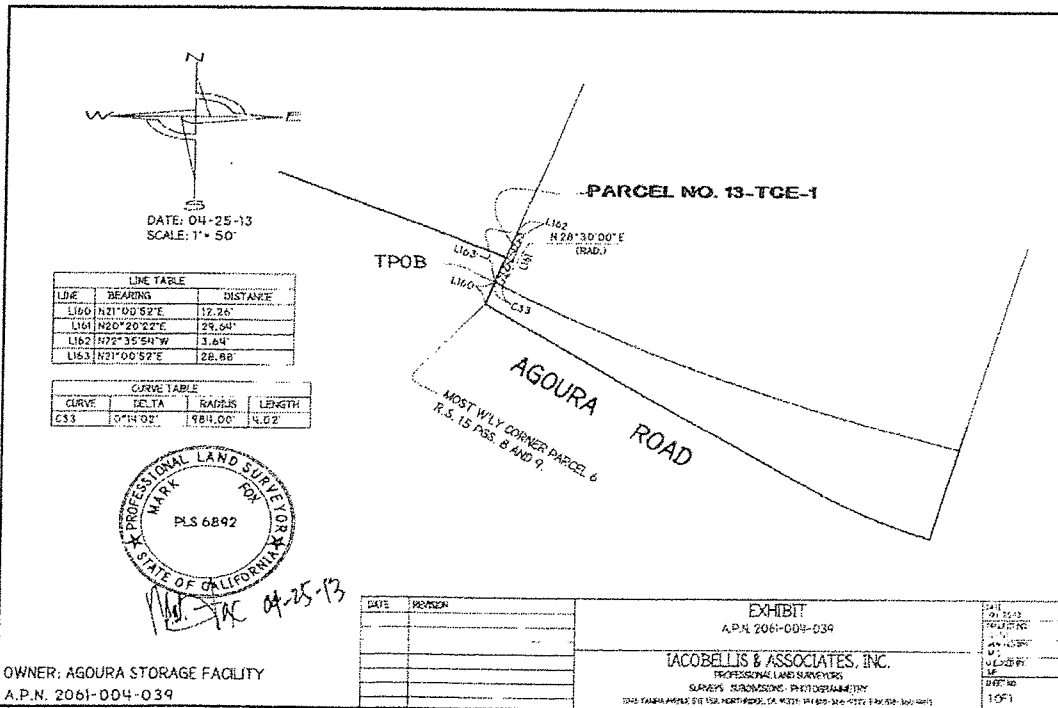
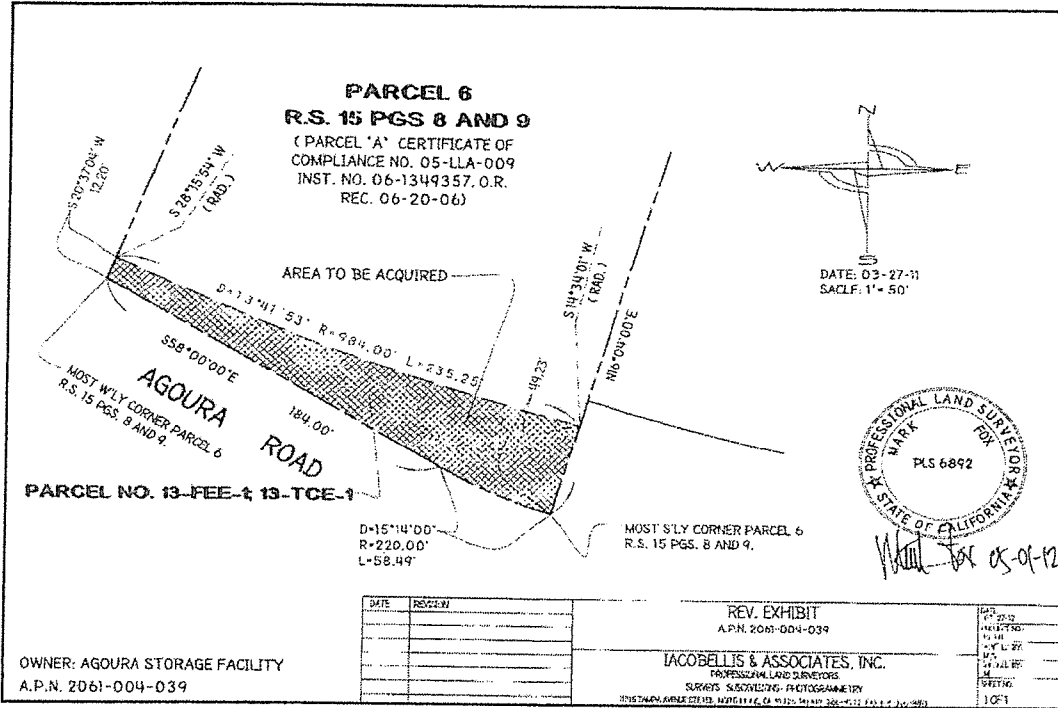


Exhibit B-3
Plat Map (13-TCE-1)

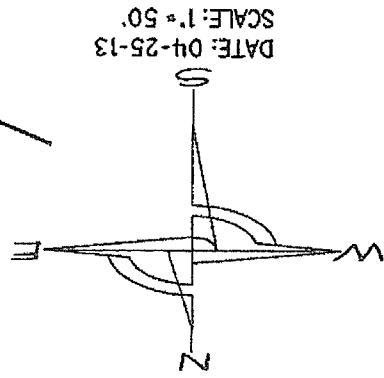
OWNER: AGOURA STORAGE FACILITY
A.P.N. 2061-004-039

Mark Fox
04-25-13



CURVE TABLE		
CURVE	DELTA	RADIUS
C33	0°14'02"	984.00'
		4.02'

LINE TABLE	
LINE	BEARING
L160	N21°00'52"E
L161	N20°20'22"E
L162	N72°35'54"W
L163	N21°00'52"E
	28.88'



DATE	REVISION

EXHIBIT
A.P.N. 2061-004-039

JACOBELLIS & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
SURVEYS, SUBDIVISIONS, PHOTOGRAMMETRY
11145 TAMPA AVENUE STE 15B, NORTH FORGE, CA 91326 PH 818-366-9222 FAX 818-366-4813

DATE	04-25-13
PROJECT NO.	10-111
DRAWN BY	
CHECKED BY	
DATE	
SHEET NO.	1 OF 1

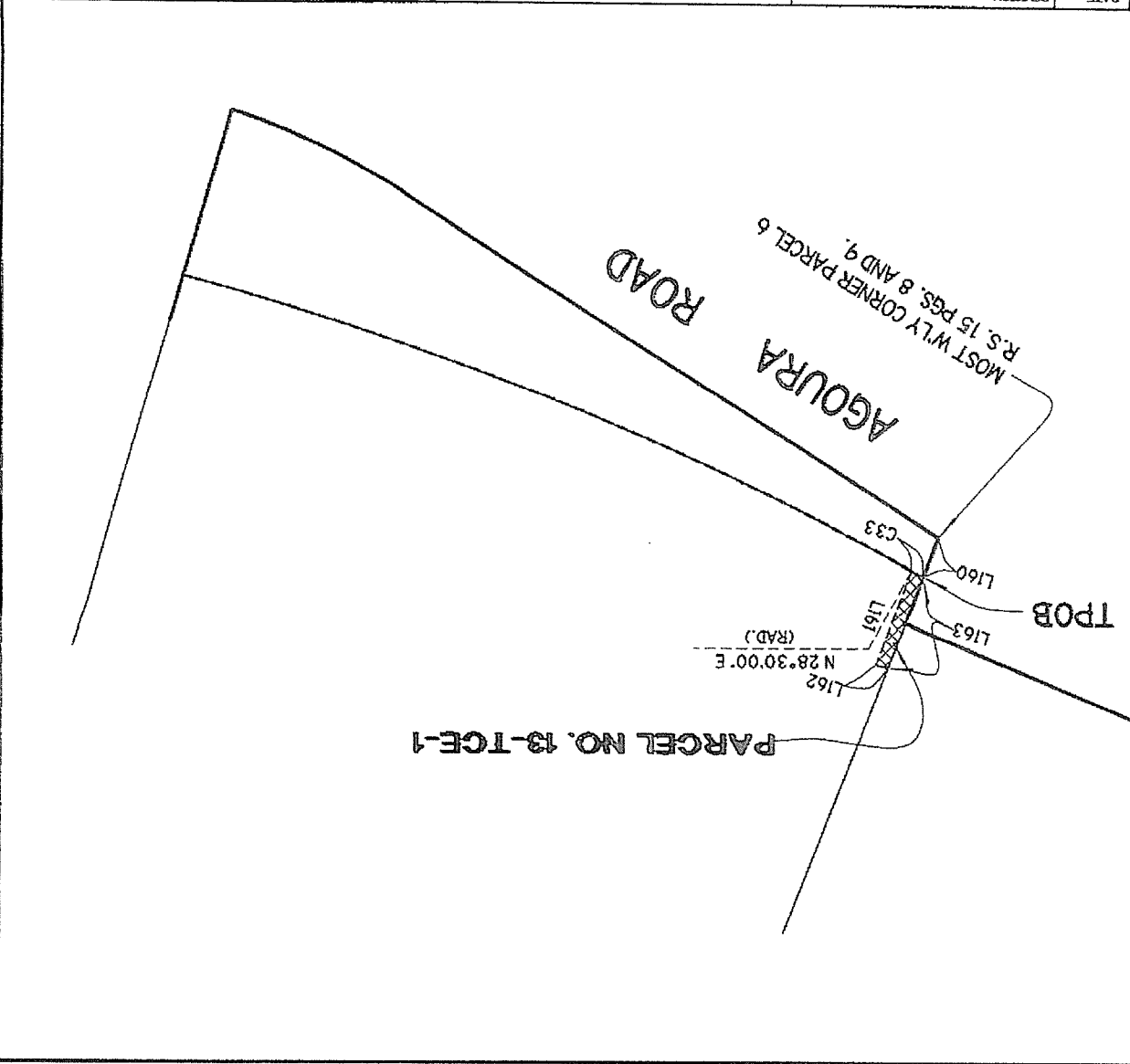


EXHIBIT B-3

Exhibit C

Temporary Construction Easement Deed (09-TCE-1)

Recording requested by:

Candice K. Lee, City Attorney
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301

When recorded, return to:

City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attn: City Clerk

APN 2061-004-027

Space above this line for Recorder's use only

TEMPORARY CONSTRUCTION EASEMENT DEED

(09-TCE-01)

AGOURA SELF STORAGE, L.P., hereinafter referred to as "GRANTOR," is the owner of that real property in the City of Agoura Hills, County of Los Angeles, State of California, at the 29301 Agoura Road in the City of Agoura Hills, California, identified as County Assessor's Parcel Number 2061-004-027, and described in Exhibit "A-1 and B-1," attached hereto and incorporated by reference herein (hereinafter referred to as the "Subject Property").

For a valuable consideration, receipt of which is hereby acknowledged, GRANTOR hereby grants to the City of Agoura Hills, a municipal corporation in the County of Los Angeles, State of California, and its contractors, successors and assigns, referred to collectively as "GRANTEE", a three month Temporary Construction Easement for the Agoura Road Widening and Canwood Street Improvements Project ("Project") and to utilize said Temporary Construction Easement for all other related activities and purposes in, on, over, under, through, and across that certain parcel of land described and depicted in Exhibit "A-1 and B-1," attached hereto and incorporated herein ("Easement Area").

Such use shall include the right to temporarily place equipment, materials and vehicles, and pile earth thereon during periods of active construction, and the right to conduct grading and pavement and curb restoration work and other related activities in conjunction with the construction of the Project. GRANTOR may jointly traverse the Easement Area for vehicular ingress and egress purposes whenever clear and safe access routes are available. GRANTOR acknowledges herein that there will be some access delays and obstructions within the Easement Area from time to time as Project construction work is underway.

Said Temporary Construction Easement shall commence thirty (30) days after issuance by GRANTEE of a Notice of Commencement of Construction, which shall be issued to the property owner of record by U.S. Mail, and shall automatically terminate upon completion of construction of the Project and restoration of the Easement Area, or three months after this easement commences, whichever occurs first.

GRANTOR hereby warrants and represents that they are the sole owner of the Real Property upon which this Temporary Construction Easement is located, and that GRANTOR holds sufficient title in said property to fully grant to GRANTEE the Temporary Construction Easement described herein without conflict with any other interests.

This Grant of Temporary Construction Easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns to the parties hereto. GRANTEE'S rights and obligations herein are assignable and transferable by GRANTEE, in whole or in part, to GRANTEE'S contractor(s), successors and assignees.

Dated: 11-13-13, 2013

GRANTOR

By:



AGOURA SELF STORAGE, L.P.
Authorized representative

ACKNOWLEDGMENT

State of California

County of Ventura

On November 6, 2013 before me, Celeste R. Bird Notary Public, personally appeared Kelman Aiken who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~they executed the same in his/~~her~~their authorized capacity(ies), and that by his/~~her~~their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Celeste R. Bird
Signature of Notary Public (Seal)

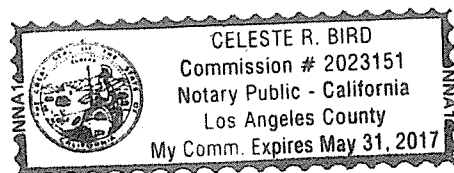


Exhibit D
Grant Deed (13-FEE-1)

Recording Requested by, and
when recorded return to
(and mail tax statements to):

City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attn: Kimberly M. Rodrigues, MMC, City Clerk

APN: 2061-004-039 [portion]

Exempt from recording fees pursuant to G.C. §6103

[SPACE ABOVE FOR RECORDER'S USE ONLY]

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES THAT: Documentary Transfer Tax is
\$ 0 based on the value or consideration less liens remaining at time of
conveyance.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
AGOURA STORAGE L.P. ("Grantor") hereby grants to the CITY OF AGOURA HILLS, a
municipal corporation ("Grantee"), the land located in the County of Los Angeles, State of
California, described on "Exhibit A-2 and B-2" attached hereto and incorporated herein by
reference, together with all improvements and fixtures thereon, subject to all matters of record
and all matters that would be disclosed by an inspection, including all matters that would be
disclosed by a correct ALTA survey of such land and improvements.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the date set forth
below.

Dated: 11-13, 2013

AGOURA STORAGE L.P.

By: 

Print Name: Kelman Aiken Myc Agoura Management LLC

ACKNOWLEDGMENT

State of California)
County of Ventura)

On November 6, 2013 before me, Celeste R. Bird, Notary Public
(insert name and title of the officer)

personally appeared Kelman Aiken,

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

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

WITNESS my hand and official seal.

Signature Celeste R. Bird
Signature of Notary Public

(Seal)

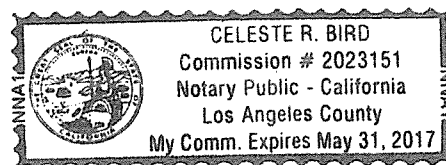


Exhibit E

Temporary Construction Easement Deed (13-TCE-1)

Recording requested by:

Candice K. Lee, City Attorney
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301

When recorded, return to:

City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attn: City Clerk

APN 2061-004-039

Space above this line for Recorder's use only

TEMPORARY CONSTRUCTION EASEMENT DEED

(13-TCE-01)

AGOURA STORAGE L.P. hereinafter referred to as "GRANTOR," is the owner of that real property in the City of Agoura Hills, County of Los Angeles, State of California, at the 29301 Agoura Road in the City of Agoura Hills, California, identified as County Assessor's Parcel Number 2061-004-039, and described in Exhibit "A-3 and B-3," attached hereto and incorporated by reference herein (hereinafter referred to as the "Subject Property").

For a valuable consideration, receipt of which is hereby acknowledged, GRANTOR hereby grants to the City of Agoura Hills, a municipal corporation in the County of Los Angeles, State of California, and its contractors, successors and assigns, referred to collectively as "GRANTEE", a three month Temporary Construction Easement for the Agoura Road Widening and Canwood Street Improvements Project ("Project") and to utilize said Temporary Construction Easement for all other related activities and purposes in, on, over, under, through, and across that certain parcel of land described and depicted in Exhibit "A-3 and B-3," attached hereto and incorporated herein ("Easement Area").

Such use shall include the right to temporarily place equipment, materials and vehicles, and pile earth thereon during periods of active construction, and the right to conduct grading and pavement and curb restoration work and other related activities in conjunction with the construction of the Project. GRANTOR may jointly traverse the Easement Area for vehicular ingress and egress purposes whenever clear and safe access routes are available. GRANTOR acknowledges herein that there will be some access delays and obstructions within the Easement Area from time to time as Project construction work is underway.

Said Temporary Construction Easement shall commence thirty (30) days after issuance by GRANTEE of a Notice of Commencement of Construction, which shall be issued to the property owner of record by U.S. Mail, and shall automatically terminate upon completion of construction of the Project and restoration of the Easement Area, or three months after this easement commences, whichever occurs first.

GRANTOR hereby warrants and represents that they are the sole owner of the Real Property upon which this Temporary Construction Easement is located, and that GRANTOR holds sufficient title in said property to fully grant to GRANTEE the Temporary Construction Easement described herein without conflict with any other interests.

This Grant of Temporary Construction Easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns to the parties hereto. GRANTEE'S rights and obligations herein are assignable and transferable by GRANTEE, in whole or in part, to GRANTEE'S contractor(s), successors and assignees.

Dated: 11-13, 2013 GRANTOR

By: 
AGOURA STORAGE L.P.
Authorized representative

ACKNOWLEDGMENT

State of California

County of Ventura

On November 6, 2013 before me, Celeste R. Bird, Notary Public personally appeared Keelman Aiken who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Celeste R. Bird
Signature of Notary Public (Seal)

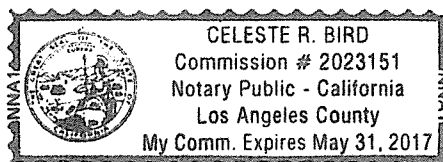


EXHIBIT F

SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986 ("Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. Further, California Revenue and Taxation Code Sections 18805(d)(1) and 26131(3)(1) provides that a transferee must withhold an amount equal to 3 1/3% of the sales price of California real property conveyed. Pursuant to the Purchase and Sale Agreement and General Settlement and Release ("Agreement") dated as of _____, 2013, AGOURA STORAGE L.P. ("Transferor") will transfer that certain real property described in Exhibit A-1, A-2, A-3, B-1, B-2, and B-3 to the Agreement (the "Real Property") to the City of Agoura Hills ("Transferee"). To inform Transferee that withholding of tax is not required upon the disposition of the Real Property, the undersigned hereby declares the following on behalf of Transferor:

1. It is the Transferor.
2. Transferor is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
3. Transferor's U.S. tax identification number is: 94-2462426
4. Transferor's address is:

Transferor understands that this Affidavit may be disclosed to the Internal Revenue Service and/or the State of California Franchise Tax Board by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Transferor understands that Transferee is relying on this Affidavit in determining whether withholding is required upon said transfer.

We declare under penalty of perjury that we have examined this declaration, and to the best of our knowledge and belief it is true, correct and complete.

Executed this 13 day of Nov, 2013, at _____, California.

By: _____
for Agoura Storage

Exhibit G

II.B.9 Re: A left turn lane access from eastbound Agoura Road servicing the Agoura Storage facility is incorporated into the Project design plans at the request of the Owners and shall be constructed substantially as set forth.

REV	SYMBOL	DESCRIPTION OF CHANGE
1		5/25/12
2		7/25/12
3		9/25/12
4		10/25/12
5		10/25/12

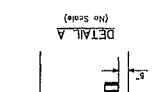
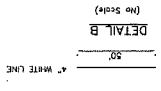
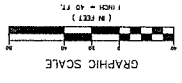
PREPARED BY: 9/25/12
 DATE: 10/25/12
 2012 KIMLEY-HORN AND ASSOCIATES, INC.
 6800 DEERWOOD AVENUE, SUITE 4100, CANTON, CA 95020
 TEL (916) 227-2700 FAX (916) 608-0885
Kimley-Horn and Associates, Inc.



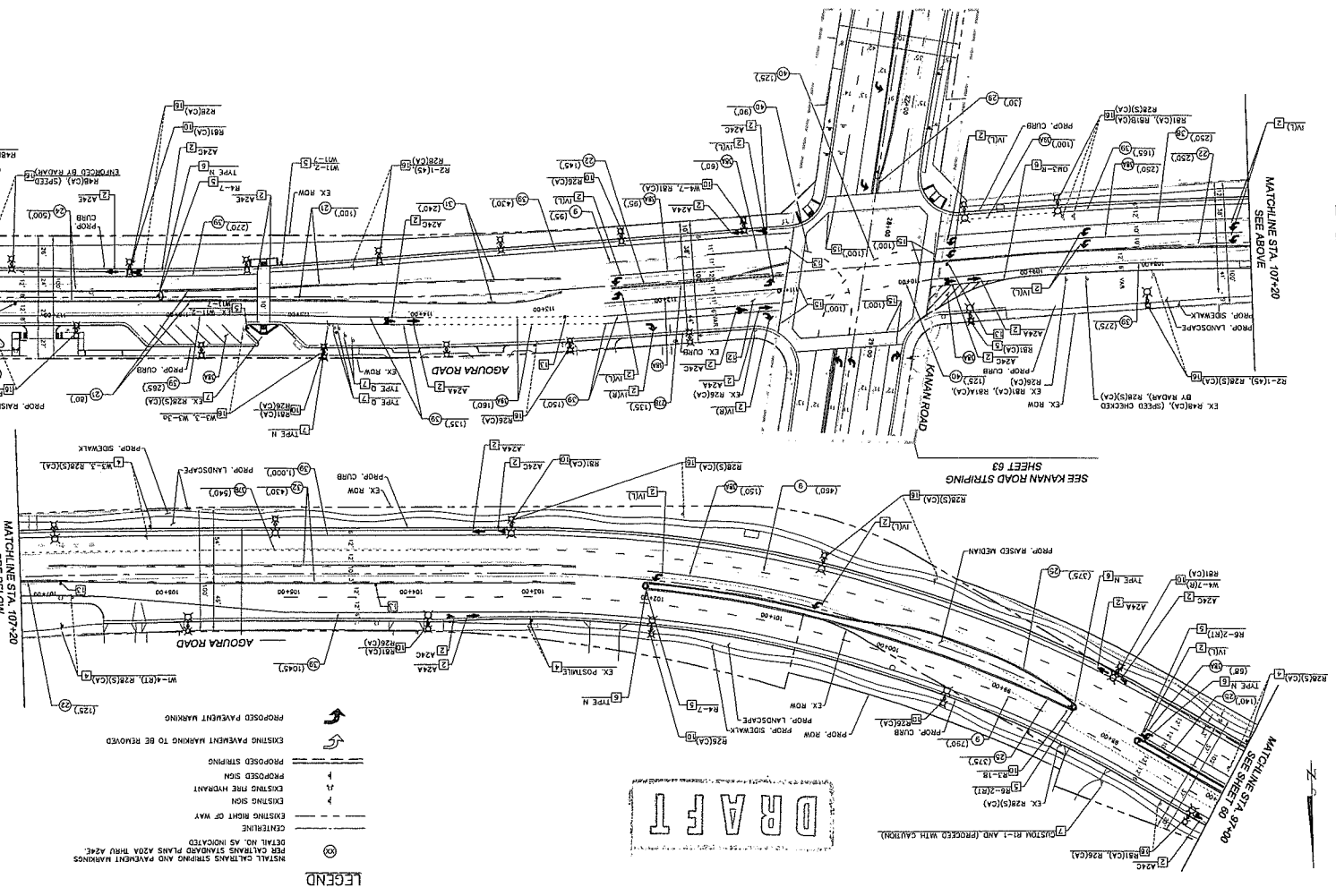
REVIEWED BY: CHAMARRO VILLALBA
 ASSOCIATE CIVIL ENGINEER
 DATE: 10/25/12
 APPROVED BY: [Signature]
 DATE: 10/25/12
 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER



DRAMA BR: [Blank]
 CHECKED BY: [Blank]
 NUMBER: 099083017
 SHEET 01 OF 101
AGOURA ROAD WIDENING AND STRIPING PLAN SN-5



- (THIS SHEET ONLY)**
SIGNING AND STRIPING
- 1) AND CONSTRUCTING EXISTING STRIPING, LEGEND OR ARROWS, EXCEPT AS PER CHAIRMAN'S STRIPING PLANS A244, TRAIL A242.
 - 2) DETAIL, AND, AS INDICATED.
 - 3) EXISTING RIGHT OF WAY.
 - 4) STRIPING.
 - 5) LEGEND PER CHAIRMAN'S STRIPING PLANS.
 - 6) STRIPING, LEGEND OR ARROWS PER CHAIRMAN'S STRIPING PLANS OR PER CHAIRMAN'S STRIPING PLANS A244, TRAIL A242.
 - 7) TYPE AS NOTED. INSTALL BARRICADE STRIPING MARKERS AS REQUIRED.
 - 8) ADJUST TO EXISTING STRIPING AS SHOWN.
 - 9) REMOVE EXISTING STRIPING AND POST AS NOTED.
 - 10) REMOVE EXISTING STRIPING AS SHOWN.
 - 11) REMOVE EXISTING STRIPING AS SHOWN.
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DRAFT

LEGEND

Exhibit H

II.B.11.d. City agrees to permit the replacement of any and all existing signage with equivalent east west visibility as set forth on the attached document and to pay for same. In the event any signage is destroyed by or during Project, it shall be replaced by City. After the Project is complete, the Owners shall own, retain and maintain that signage for the life of the business on City fencing/ROW.

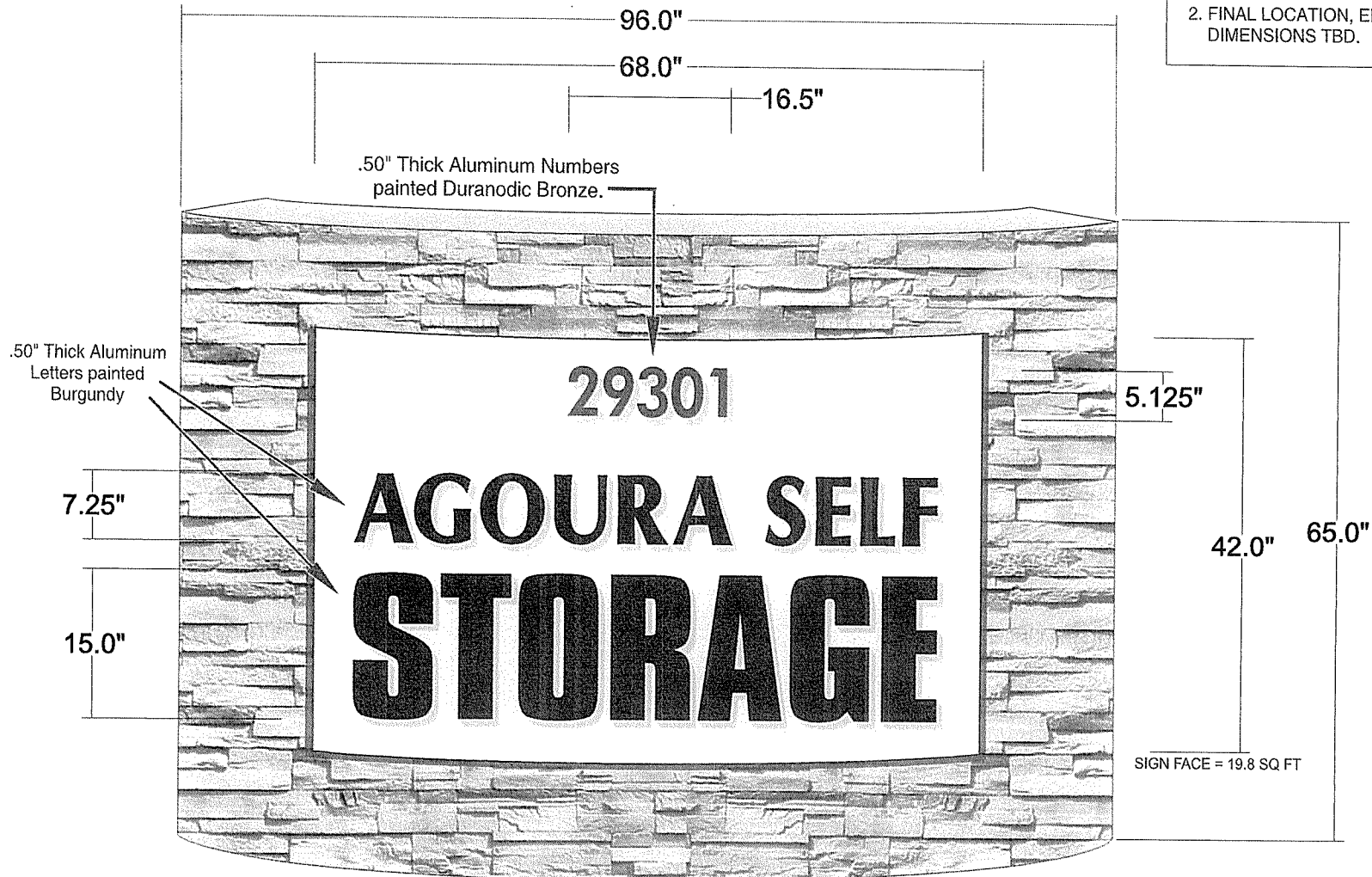
CONCEPTUAL DESIGN

Single-Sided Radius Wall Sign (Non-Illuminated)

Qty: 2

NOTES:

1. UPLIGHTING TO BE PROVIDED IN LANDSCAPING BY OTHERS.
2. FINAL LOCATION, ELEVATION AND DIMENSIONS TBD.



NOTE: STONE SELECTION TO BE DETERMINED BY OTHERS.



PH: (805) 499-3343
 FAX: (805) 499-4636
 www.SigSigns.com
 2635 LAVERY CT, UNIT #1
 NEWBURY PARK, CA 91320

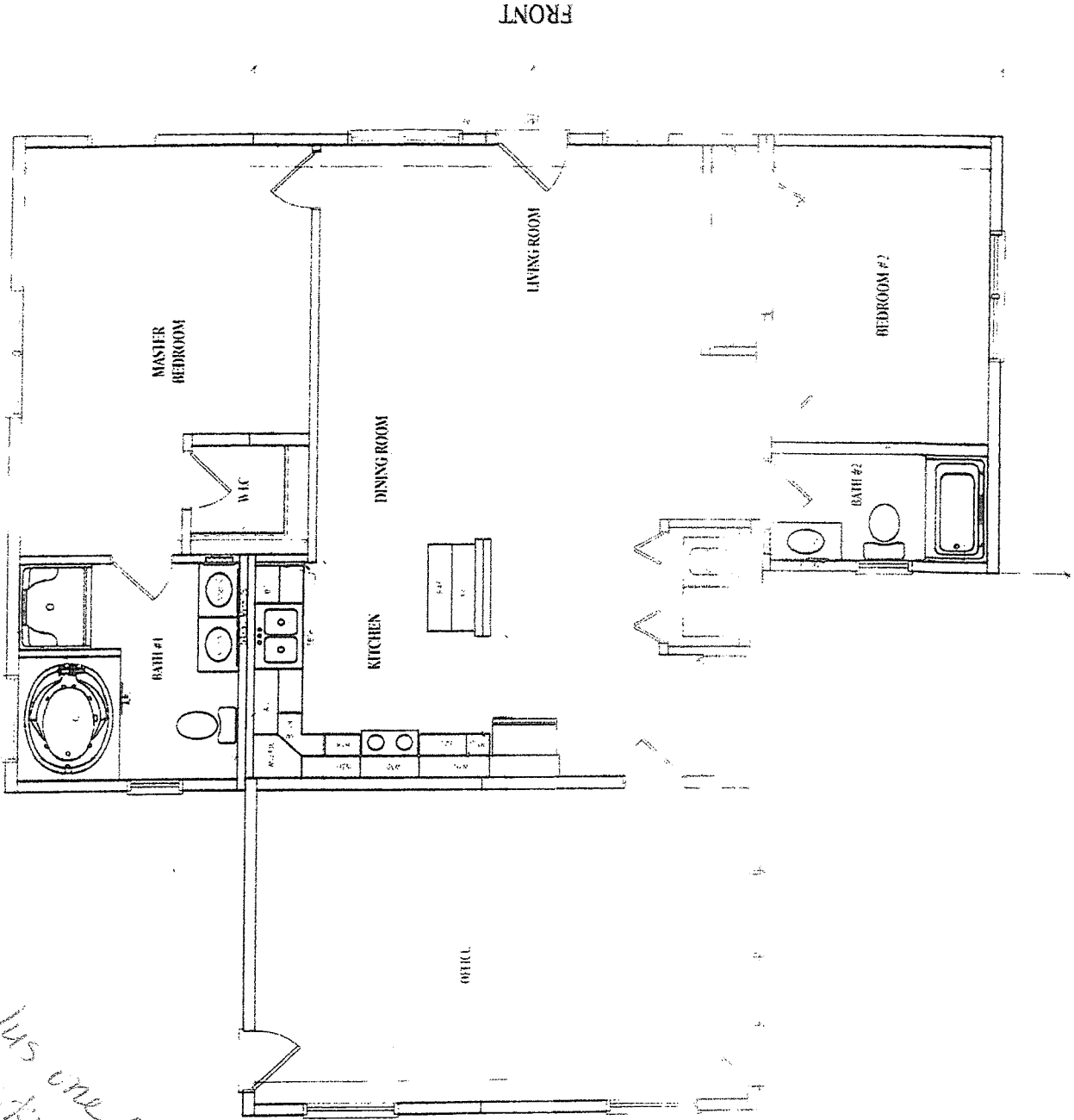
Project:	Monument Sign	Date:	10/31/2013
Client:	City of Agoura Hills (for Conejo Valley U-STORE-IT)	Revision:	X 2 3 4 5 6 7 8 9 10
Address:	29055 Agoura Rd. Agoura Hills, CA	Rep:	Mark
File:	City of Agoura Hills - Agoura Self Storage - Single Sided Monument	Designer:	John
Client Approval:			

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 The designs, drawings and information shown in this file and project presentation is the property of Signature Signs, Inc., Newbury Park, CA. It is requested that this and all prints (and digital files, faxes, etc.) generated are for presentation purposes and remain confidential. This project is not to be shared, sent, transmitted, copied and distributed for any reason outside of the business conducted between Signature Signs, Inc. and customer requesting drawings.

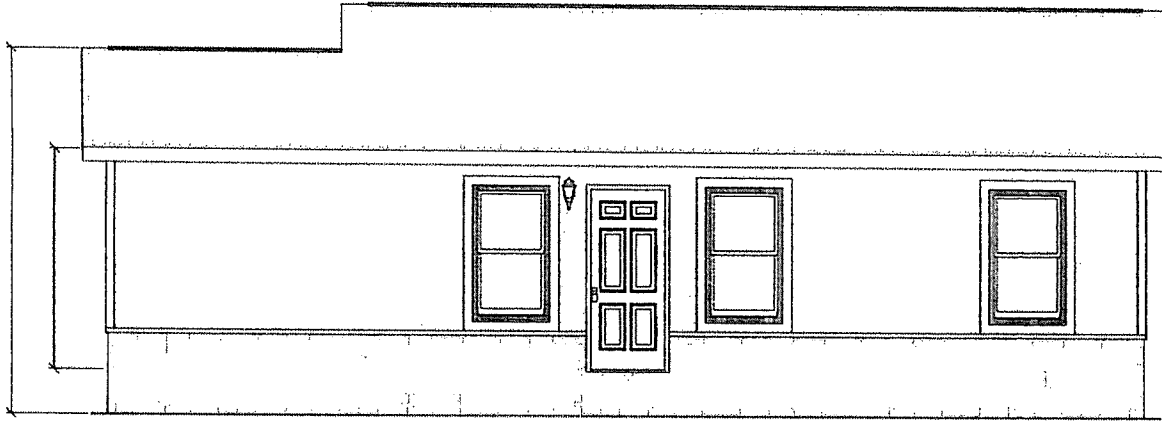
Exhibit I

II.B.12 City has agreed that Owners may replace the existing storage facility offices and caretaker residential unit substantially as set forth on Exhibit I (Plans for foundation & new structure; site layout) to safeguard it and persons residing therein from the expected impacts of the Project and specifically the closer proximity of noise, parking, pedestrians, vehicular traffic, and other noise protections updating compliance with state, local and other building codes. City shall obtain all necessary public entity approvals for this replacement unit.

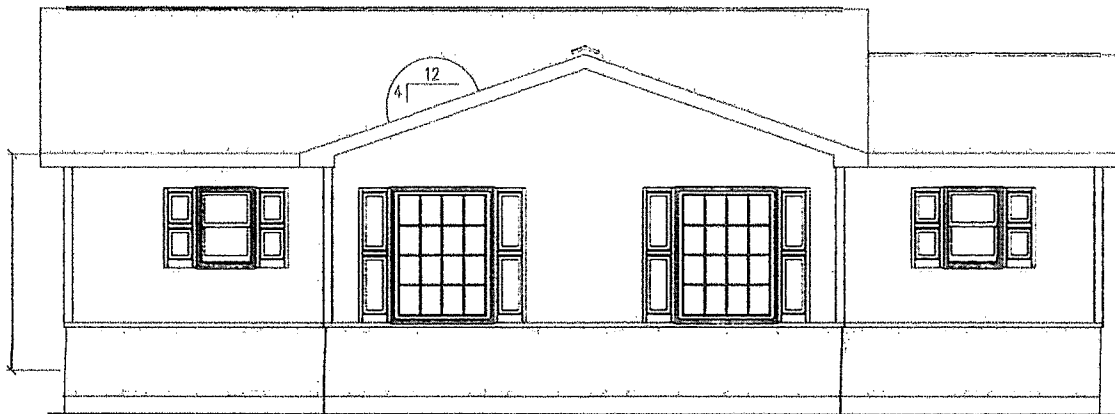




plus one covered parking spot



FRONT ELEVATION



REAR ELEVATION

Exhibit E

**PURCHASE AND SALE AGREEMENT AND GENERAL SETTLEMENT &
RELEASE
(Conejo Valley U Store It L.P.)
(16-TCE-1)**

This Purchase and Sale Agreement and General Settlement & Release (“Agreement”) is made and entered into in Los Angeles County, California on _____, 2013 by and between the Buyer City of Agoura Hills, a municipal corporation (collectively with its successors and assigns, “City”), and Conejo Valley U-Store-It L.P. (collectively with their affiliated companies, successors and assigns, lessees and agents, “Owners”). City and Owners are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.” The “Subject Property” means the 42 square foot temporary construction easement interests to be acquired as set forth on Exhibit A and B attached hereto: Exhibit A describing and Exhibit B depicting the portion located at 29055 Agoura Road, Agoura Hills, CA 91301 (Assessor’s Parcel Number 2061-006-035 and 2061-006-036).

RECITALS:

City seeks to acquire the Subject Property interest for multiple purposes including the enhancement of the Agoura Village and the Agoura Road Widening Project, specifically a temporary construction easement.

“Owners” are a business entity operating the business commonly known as Conejo Valley U Store It L.P. (the “Business”), and the owner / occupant of the Subject Property.

The Subject Property is located within a proposed project area for City, and City seeks to acquire the Subject Property for a “Project” commonly known as the Agoura Road Widening and Canwood Street Improvements Project, that City asserts is a proposed public use, namely for road widening to four travel lanes, including meandering sidewalks, landscaping, curbs and gutters, retaining walls, fencing and all uses necessary and convenient thereto.

The Parties’ rights and obligations with regard to the acquisition of the Subject Property by City and the potential impacts / losses caused by the Project are in dispute. The Parties desire to establish their respective rights and obligations arising from City’s acquisition of the Subject Property by City upon the terms and conditions set forth below.

This Agreement is made with respect to all of Owners’ claims arising from City’s acquisition of the Subject Property that were asserted or that could have been asserted by Owners in an eminent domain proceeding for this transaction, including, but not limited to claims for just compensation, improvements pertaining to the realty, fixtures and equipment, relocation

assistance, relocation benefits, loss of goodwill, precondemnation damages, interest, litigation expenses including attorneys' fees, appraisal fees, statutory costs, and for damages of every other kind and nature suffered or to be suffered by Owners as a result of the City acquisition of the Subject Property only.

This Agreement is not binding upon either party upon and until the formal approval of the terms and conditions of the herein Agreement by the City Council of the City of Agoura Hills and by a majority of the Ownership interests.

Owners wish to assist and cooperate towards the City's goals of improving Project area circulation, access, ambiance, and sidewalks and parking for the general public along Agoura Road provided City will use its best efforts to eliminate and/or minimize Project-related negative impacts on Owners, the property manager, and existing and future tenants.

Owners and City recognize the need to minimize Project-related impacts to the on-site residential managers; the business's need to maintain a safe and convenient left turn access entering the facility off of Agoura Road & specifically accommodating large RVs and trucks; the need to preserve the security of the facility; and the importance of maintaining an attractive secure Class A storage facility entrance. Owners enter this Agreement specifically to ensure these purposes are met.

The City has indicated that it intends to continue forward with the eminent domain process in the event an amicable compromise is not reached between the parties; both parties would prefer to reach a global settlement on numerous issues. Until this Agreement is finalized, and should either party breach this Agreement in any significant manner, both parties shall retain all legal and equitable rights against each other.

The parties have met and reviewed plans over a lengthy period and have been very cooperative, sharing plans and information, and have reached certain understandings to attempt to avoid unnecessary litigation costs and proceed expeditiously. Owners have indicated its willingness to voluntarily transfer the Subject Property (temporary construction easement) to City for City's purposes provided all of its previously discussed concerns and anticipated losses are dealt with reasonably by City.

Property Owner's repair or replacement of features of the existing landscaping, fencing, and caretaker/office facility is subject to final approval by Director of Community Development and the City Council, which approval shall not be unreasonably withheld. No additional setbacks, site coverage or structural or aesthetic changes (including but not

limited to additional parking or landscaping, etc.) shall be required for these Project related modifications.

City agrees to maintain the availability of all preexisting utility connections and amenities existing at the Subject Property; including, but not limited to, LVMWD, water connections, cable/internet, drainage facilities, gas lines, sewer, and electrical hook ups and meters required for an office and residential caretaker unit CUP. If utility connections to the Subject Property must be relocated from their preexisting locations, City reserves the right to select the most appropriate reasonable sites for any new utility connections to the Subject Property and shall provide access easements should those be located off site. Notice shall be given prior to any shut off of services to the office or residence. Once the construction is 50% complete, Owners may perform repaving and re-striping on site as necessary.

I. DEFINITIONS

Defined terms as used in this Agreement, the following terms shall have the following meanings:

“*Subject Property*” means the temporary construction easement interest to be acquired as set forth on Exhibits A and B attached hereto: Exhibit A describing the area and Exhibit B showing the portion located at 29055 Agoura Road, Agoura Hills, CA 91301 (Assessor’s Parcel Number 2061-006-035 and 2061-006-036) which consists of the current frontage landscaping and fencing along Agoura Road.

“*Business*” means the business owned and operated by Owners Conejo Valley U-Store-It L.P..

“*Business Day*” means any day excluding Saturday, Sunday and any legal holiday.

“*City*” means City, and any and all of its contractors, subcontractors, agents or employees.

“*Closing Date*” means October 31, 2013, or at such other date as the Parties may agree.

“*Governmental Entity*” means any foreign or domestic (federal, state or local) governmental agency, commission, board, authority, court or other instrumentality such as LVMWD, LA Fire Department, etc.

“*Lien*” means any mortgage, pledge, lien, encumbrance, lease payment obligations, other security interest, claim, hypothecation, and assignment for security or charge of any kind.

“Owners” are a business entity operating the business commonly known as Conejo U Store It (the “Business”), including the owner / occupant of the Subject Property.

“Person” means any individual, partnership, corporation or recognized legal entity.

“Transfer Documents” means the Temporary Construction Easement Deed, Exhibit C and the Owners’ Affidavit of Non Foreign Status, Exhibit D.

NOW, THEREFORE, in consideration of the premises and the mutual promises made in this Agreement, and in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows:

II. CONSTRUCTION

A. Construction

This Agreement is the result of arm’s length negotiations, and any ambiguity of this Agreement shall not be interpreted against any Party drafting any portion of the Agreement.

Additionally, the Parties agree that pursuant to Evidence Code section 1152, “Offers to Compromise”, any monetary sums discussed, any waivers of any existing rights, or matters noted herein shall not be admissible for any purposes, except any monetary sums paid by the City to Owners of the Subject Property shall nonetheless be admissible for credit against and used as an offset against any judgments entered against City pertaining to or resulting from a condemnation of the acquired portions of the Subject Property. The parties specifically agree that this Agreement and its terms shall not be admissible in any future litigation between the parties other than to enforce these terms, nor admissible in any future eminent domain action against any other storage facilities and specifically not admissible for purposes of establishing value.

B. Consideration:

The Consideration for this Agreement includes the following items as well as ongoing good faith performance of all Recitals and terms herein until complete:

1. City will pay to Conejo U Store It Ownership the total sum of \$ 45,000.00 (Forty-five Thousand Dollars and no cents) (“Settlement Amount”), which amount is in settlement of all claims for compensation by Owners that were asserted or could have been asserted by Owners in an eminent domain proceeding as a result of this transaction for the Subject Property, including, but not limited to claims for just compensation, improvements

pertaining to the realty, signage relocation and installation, temporary construction easements, land acquisition, accommodations for business disruption both temporary and permanent, fixtures and equipment, relocation assistance, relocation benefits, loss of goodwill, precondemnation damages, interest, litigation expenses including attorneys' fees, appraisal fees, statutory costs, and for damages of every other kind and nature suffered or to be suffered by Owners as a result of this transaction related to the Subject Property and Project only as set forth in Section II F 1 (a) herein. The Settlement Amount will be paid at or prior to the Closing Date.

2. City shall waive all processing fees, legal fees, engineering and other expert fees and any and all costs related to any and all matters contained in this Agreement in a sincere effort to minimize damage to Owners.
3. Owners shall waive their existing legal fees and costs, survey & appraisal fees, which might be recoverable in any eminent domain action, provided that City shares their information freely with Owners. Owners have and are entitled to rely upon City surveyors' on-site marking of the final boundary lines.
4. Landscape and fencing that is removed because of and for the Project shall be reinstalled or replaced by the City to a condition that is similar to the preexisting condition, that is the condition before Project construction, both in function and aesthetically.
5. Provided all of the items in this Agreement are complied with, City shall have no further obligation to Owners under the State Eminent Domain Law or under the Relocation Assistance and Real Property Acquisition statutes and guidelines for this particular transaction relative to this acquisition of the Subject Property.
6. A left turn lane for access to Conejo Valley U-Store-It L.P. from eastbound Agoura Rd. is incorporated into the Project design plans at the request of the Owners and shall be constructed substantially as set forth on Exhibit F. The Owners have advised City of the critical nature of this existing access, the loss of which would be a total taking of the business. The final design and as-built location of this left turn lane will be permanent, but the final design and as-built location of this left turn lane is subject to future review by City for any emergency safety conditions warranting a reevaluation of the safety, efficacy, and propriety of maintaining this traffic improvement feature in the public roadway provided, however, any such future review or changes to the left turn main access to the facility shall be outside the scope of this Agreement.

Additionally, a privacy security sound wall shall be constructed by City to safeguard the Conejo facilities managers on site.

7. Any City roundabout at the Kanan Rd / Agoura Rd intersection shall be designed to specifically accommodate large RVs and trucks traveling to the Owners' business.
8. Owners shall not request compensation for the existing signage, fencing, and landscaping because City agrees to replace, relocate or reinstall the existing (or new) monument and other signage, fencing, and landscaping such that substantially the same visibility, security, and privacy exists:
 - a) The retaining wall, security fencing atop, and any exterior landscaping shall be a minimum of 8 feet high as measured from the exterior and shall be owned and maintained by City and shall be replaced, relocated or reinstalled in the same location.
 - b) Owners shall be provided three months notice to work towards moving Rvs prior to any work commencing. This notice may be given to Owners' counsel of record.
 - c) City shall provide a 24 hour contact for construction issues arising from the Project, with the names and telephones. In the event blasting or extremely loud noise or vibration or dust is anticipated, the onsite managers shall be provided 24 hour health and safety notice. City shall ensure all contractors, agents and workers on the Project adhere to City policies, contractual requirements and codes.
 - d) Regarding construction hours; e.g. no Saturday or Sunday work and no work commencing before 7:00 a.m. or continuing after 5:30 pm Monday through Friday.
 - e) City agrees to permit the replacement of any and all existing signage with equivalent east west visibility as set forth on Exhibit "E" and to pay for same. In the event any signage is destroyed by or during Project, it shall be replaced by City. After the Project is completed, the Owners shall own the signage and shall be entitled to retain and maintain that signage for the life of the facility.
 - f) During construction, City shall maintain security fencing at all times and shall advise on-site managers of their arrival and departure, so as to secure the facility at all times. The parties have agreed that City shall construct the new

Agoura Rd. frontage walls and/or fencing prior to removing the existing security.

- g) During construction of the Project, Owners shall be entitled to put street signs/ freeway banners, at a mutually agreed location and size, indicating “We’re Open” in the event that notice becomes necessary.
9. City agrees to maintain the availability of all preexisting utility connections and amenities existing at the Subject Property; including, but not limited to, LVMWD, water connections, cable/internet, drainage facilities, gas lines, sewer, and electrical hook ups and meters required for an office and residential caretaker unit CUP. If utility connections to the Subject Property must be relocated from their preexisting locations, City reserves the right to select the most appropriate reasonable sites for any new utility connections to the Subject Property and shall provide access easements should those be located off site. Notice shall be given prior to any shut off of services to the office or residence. Once the construction is 50% complete, Owners may perform repaving and re-striping on site as necessary and with no further City permits required, but Owners must verify and confirm appropriateness of striping plans, in advance of any such additional work, with the City’s Community Development Director.
 10. City shall ensure reasonable access to Owners and their tenants at all times during construction.
 11. City recognizes Owners’ legitimate concern that any RV tenants moved for construction of this City Project may not ever return to these two storage facilities, and that trash enclosures shall have to be temporarily moved into rentable RV spaces; therefore, City agrees that the Project shall be completed within 7 months of notification of intent to begin work in front of storage property. Owners shall be given 90 days written notice to have said tenant(s) out of construction area and Owners shall waive compensation for that time period. Thereafter, if more than 7 months elapses from the start of the 90 day notice, City shall provide monthly payments to Owners at the rate of \$300 per space that continues to be lost because of its use for Project construction by City.
 12. Owners shall provide the temporary construction easement (Subject Property) that includes reasonable access at the locations as is reasonably needed for the construction project and the City’s contractors.

13. City and Owners herein agree, in advance, to provide the other party with the right of access and entry to the other party's property for all purposes associated with the maintenance of each party's respective slope areas, roadway, landscaping, retaining wall, security and fencing during and after construction is complete. Said entries are to be at mutually agreeable and convenient times. If necessary and reasonable, 48 hours prior notice shall be provided to the other party.
14. Owners waive any and all rights to loss of business goodwill relative to this transaction providing City's good faith adherence to the intentions and constraints of this Agreement.
15. City has agreed that City shall ensure the new Project related drainage patterns along, over, and through Owners' facility do not negatively impact Owners property or improvements.
16. City shall not object to any future transactions with other public entities involving or adjusting surveyed property lines along Owner's easterly or other boundary.

C. Transfer of Liabilities

1. City, by this Agreement, will not assume, pay, or otherwise have any responsibility with respect to any obligation or liability of Owners of any type or nature whatsoever, including without limitation, any of Owners' liabilities associated with the Business and not related to the Project arising out of litigation or claims of any type or nature, and City will have no obligation to offer employment to or hire any of Owners' employees.
2. Owners, by this Agreement, will not assume, pay, or otherwise have any responsibility with respect to any obligation or liability of City of any type or nature whatsoever, including without limitation, any of City' liabilities associated with the Project or acquisition of the Subject Property arising out of litigation or claims of any type or nature, and this provision shall be broadly construed in favor of Owner.

D. Possession of the Subject Property

Owners shall be entitled to remain in possession of the Subject Property, until 90 days after notice is given. (The "Vacation Date").

E. Vacation of the Subject Property

Owners represent and warrant to City that as of the Vacation Date, Owners shall relinquish the Subject Property and deliver possession of the Subject Property in an "As is" condition to City.

F. Release

1. Owner Release of City:

- a) In consideration of all of the promises herein, Owners for themselves, their agents, assigns and related entities, fully releases, acquits and discharges City, and the officers, directors, employees, attorneys, accountants, other professionals, insurers and agents of City (collectively "agents") and all entities related to City, from all rights, claims, demands, actions or causes of action which Owners now have or may have against City arising from the acquisition of the Subject Property, the eminent domain proceedings, or otherwise, including, but not limited to, any claim to relocation assistance, relocation benefits, precondemnation damages, or compensation for property or goodwill from City for the Subject Property acquisition only. Owners retain and reserve all of their legal and equitable rights regarding:
- (1) any future condemnation actions by City involving other portions of Owners remaining property interests;
 - (2) future Projects;
 - (3) future property line disputes;
 - (4) future Agreement enforcement or compliance issues;
 - (5) Project construction damage or defect claims;
 - (6) future utilities or drainage problems;
 - (7) retaining wall, fencing, or signage problems or failures;
 - (8) any and all claims to contribution or damages relating to any later discovered environmental contamination, hazardous materials groundwater contamination or similar claims;

- (9) any legal or equitable claims unrelated to this Project;
 - (10) future third party damage or injury /death claims related to the City owned security fencing;
 - (11) any claims the result of future design changes to Agoura Road that affect the currently permissible left-turn vehicle movements into the main entrance of the Owners property.
2. This release is intended as a full and complete release and discharge of any and all such claims that Owners may or might have against City and its related entities arising from the acquisition of the Subject Property. In making this release, Owners intend to release City, its related entities and agents from any liability relative thereto, Owners expressly waive all rights under Section 1542 of the Civil Code of the State of California, which Owners understand provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

3. Owners acknowledge that it may hereafter discover facts or law different from or in addition to those which it now believes to be true with respect to the release of claims. Owners agree that the foregoing release shall be and remain effective in all respects notwithstanding such different or additional facts or law or any party's discovery thereof. Owners shall not be entitled to any relief in connection therewith, including, but not limited to any damages or any right or claim to set aside or rescind this Agreement. No Party nor any agents nor any related entities have made any statement or representation to any other Party regarding any fact relied upon in entering into this Agreement, and each Party expressly states it does not rely upon any statement, representation or promise of any other Party or any Party's agent or related entities in executing this Agreement, except as is expressly stated in this Agreement. Each Party to this Agreement has made such investigation of the facts and law pertaining to this Agreement, and of all other matters pertaining thereto, as it deems necessary: However, the parties do acknowledge that Owners have the right to and have relied upon City surveyor's property line



demonstrations to show the extent of the acquisitions and the attached legal descriptions.

4. City Release In Favor Of Owner

- a) In consideration of all of the promises herein, City, their agents, assigns and related entities, fully releases, acquits and discharges Owner, and the officers, directors, employees, attorneys, accountants, other professionals, insurers and agents of Owner (collectively "agents") and all entities related to Owner, from all rights, claims, demands, actions or causes of action which City now have or may have against Owner arising from or relating to the acquisition of the Subject Property.
- b) This release is intended as a full and complete release and discharge of any and all such claims that City may or might have against Owners and their related entities arising from or relating to the acquisition of the Subject Property. In making this release, City intends to release Owners, its related entities and agents from any liability of any nature whatsoever for any claim or injury or for damages or equitable or declaratory relief of any kind, whether the claim, or any facts on which such claim might be based, is known or unknown to the Party possessing the claim. City expressly waives all rights under Section 1542 of the Civil Code of the State of California, which City understands provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

- c) City acknowledges that it may hereafter discover facts or law different from or in addition to those which it now believes to be true with respect to the release of claims. City agrees that the foregoing release shall be and remain effective in all respects notwithstanding such different or additional facts or law or any party's discovery thereof. City shall not be entitled to any relief in connection therewith, including, but not limited to any damages or any right or claim to set aside or rescind this Agreement.

- d) No Party nor any agents nor any related entities have made any statement or representation to any other Party regarding any fact relied upon in entering into this Agreement, and each Party expressly states it does not rely upon any statement, representation or promise of any other Party or any Party's agent or related entities in executing this Agreement, except as is expressly stated in this Agreement. Each Party to this Agreement has made such investigation of the facts and law pertaining to this Agreement, and of all other matters pertaining thereto, as it deems necessary.
- e) City hereby releases Owners, its officers, directors, affiliates, subsidiaries from any and all claims, liability, costs, or damages that City may suffer from: a.) the existence of any soils or ground water contamination not caused by Owner or, b.) the later discovery of same on, under, or around the Subject Property. City reserves its rights against other parties and does not release or waive its rights to contribution against any other party.

G. Necessary Acts

Each Party to this Agreement agrees to perform any further acts and execute and deliver any further documents that may be reasonable necessary to carry out the provisions of this Agreement.

H. Advice of Counsel

Each Party has had the opportunity to receive independent legal advice with respect to the advisability of making this Agreement and with respect to the meaning of California Civil Code Section 1542. Each Party hereto, by its due execution of this Agreement, represents to every other Party that it has reviewed each term of this Agreement with its counsel and that hereafter no Party shall deny the validity of this Agreement on the ground that the Party did not have the opportunity to receive the advice of counsel.

I. Authority

Each person, party or entity executing this Agreement represents that it is authorized to execute this Agreement. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on his or her own behalf, represents that he or she is authorized to execute this Agreement on behalf of that entity.

J. Construction and Good Faith

Each Party is entering into this Agreement to compromise a dispute, and this Agreement is made in good faith. Each Party has cooperated in the drafting and preparation of this Agreement. In any construction to be made of this Agreement, or of any of its terms and provisions, the same shall not be construed against any Party.

K. Time is of the Essence.

Time is of the essence in this Agreement.

III. AGREEMENTS AND COVENANTS

A. Required Consents

On or prior to the Closing Date, Owners shall obtain all consents by third Persons (the "Required Consents") necessary to effect the transfer to City of Owners' rights, title and interest in the Subject Property and the completion of the transactions contemplated hereby. If one or more Required Consents are not obtained by the Closing Date, City may, in its discretion, waive Owners' obligation to obtain the Required Consents by the Closing Date; provided that Owners shall nonetheless continue to use its best efforts to obtain such Required Consent or Consents as soon as practicable. All Required Consents and waivers obtained or executed by City shall be evidenced by written confirmation executed by the consenting Persons.

B. Access

Prior to the Closing Date, Owners shall permit City and City's representatives and City's contractors access to conduct one or more on site non-intrusive inspections of the Subject Property at such times and dates as are specified by City and are consented to by Owners (which consent shall not be unreasonably withheld). City shall defend, hold harmless, and indemnify Owner for any such permitted access and shall maintain the confidentiality of any reports or findings.

IV. REPRESENTATIONS AND WARRANTIES OF OWNERS

Owners represent and warrant to City that the statements contained in this Agreement are correct and complete.

A. Binding Obligation

This Agreement has been duly executed and delivered by Owners and constitutes the legal, valid and binding obligation of Owners, enforceable against Owners in accordance with its terms. Once executed and

delivered, the Transfer Documents shall constitute the legal, valid and binding obligations of Owners, enforceable against Owners in accordance with their respective terms. The execution, delivery and performance by Owners of this Agreement and the Transfer Documents do not and will not conflict with, or result in any violation of, any provision of any law, ordinance, rule, regulation, judgment, order, decree, agreement, instrument or license applicable to Owners or to their property or assets. No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity or any other third Person is required by or with respect to Owners in connection with its execution, delivery or performance of this Agreement and the Transfer Documents.

B. Litigation

Owners are not subject to any outstanding injunction, judgment, order, decree, ruling, or charge relating to the Subject Property or Owners' performance of its obligations under this Agreement and (b) is not a party or, to the best knowledge of Owners, is threatened to be made a party, to any action, suit, proceeding, hearing, or investigation of, in, or before any Governmental Entity or before any arbitrator relating to the Business, or Owners' performance of its obligations under this Agreement. Except as contemplated by this Agreement, there are no governmental proceedings or investigations pending against Owners relating to the Business, or Owners' obligations under this Agreement.

C. Insurance

Owners shall keep any existing insurance policies related to their tenancy or Business on the Subject Property in full force and effect and such policies shall remain in effect through the Closing Date.

D. City Insurance

1. City shall ensure that all Project-related personnel, contractors, subcontractors, and/or agents shall maintain adequate insurance to ensure the performance of City's indemnification obligations to Owners under this Agreement and to protect Owners from any and all losses, claims, notices, damages, response costs related to City Project and the Subject Property.
2. City shall ensure all contractors, assigns, successors in interest, and transferees shall maintain adequate bonds as required by law.
3. Upon request, City shall provide to Owners a copy of an Evidence of Insurance form covering with a broad form Comprehensive General Liability policy in effect for the Project and the work on the Subject Property with a single combined liability limit of **\$2,000,000.00** and property damage limits of not less than

\$1,000,000.00 insuring against all liability of City and/or its authorized representatives, successors in interest, assigns or transferees arising out of and in connection with the indemnity obligations in this Agreement .

4. Owners and City shall be named as “additional insured” and the policy shall contain cross liability endorsements.
5. The insurer shall be with a company or business authorized to do business in the State of California and rated “A” or above by Best’s Insurance Reports and shall be CG 00 01 11 88. The policy shall be “primary” and shall be “occurrence” versus “claims made.”
6. The insurance shall provide **10 days** notice to the Owners and City of any breach or cancellation for any reason whatsoever to the address indicated on the Notice section.
7. City shall further ensure that City’s Project related personnel, agents, contractors, subcontractors, shall be obligated to carry any other insurance as required by law including but not limited to adequate automobile, workers compensation coverage, bodily injury, personal injury.

E. Fraudulent Conveyance

Owners are not now insolvent and will not be rendered insolvent by the sale, transfer and assignment of the Subject Property pursuant to the terms of this Agreement. Owners are not entering into this Agreement or any of the other agreements referenced in this Agreement with the intent to defraud, delay or hinder its creditors and the consummation of the transactions contemplated by this Agreement, and the other agreements referenced in this Agreement, will not have any such effect. The transactions contemplated in this Agreement or any agreements referenced in this Agreement will not constitute a fraudulent conveyance, or otherwise give rise to any right of any creditor of Owners.

F. Compliance with Law

The operation of the Business has been conducted in all material respects in accordance with all applicable laws, regulations and other requirements of Governmental Entities having jurisdiction over the same.

G. Brokers’ Fees

With respect to the transactions contemplated by this Agreement, Owners have no obligation to pay any fees or commissions to any broker, finder, or agent for whom City could become liable or obligated.



H. Disclosure

The representations or warranties contained in this Agreement and the other information or documents furnished pursuant to this Agreement by Owners to City and by City to Owners do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements made herein or therein, in light of the circumstances under which they were made, not misleading.

I. Hazardous Substances

“Hazardous Substances” includes without limitation: (a) Those substances included within the definitions of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, or pollutant or contaminant in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law; (b) Those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances [40 CFR Part 302]; (c) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and (d) Any material, waste, or substance that is (i) a petroleum or refined petroleum product, (ii) asbestos, (iii) polychlorinated biphenyl, (iv) designated as a hazardous substance pursuant to 33 USC sect. 1321 or listed pursuant to 33 USC sect. 1317, (v) a flammable explosive, or (vi) a radioactive material.

1. Owners and City acknowledge that they have NOT received information that the soil beneath the Subject Property are presently contaminated by Hazardous Substances, including, without limitation, volatile organic compounds ("VOCs") and Owners have provided NO such information to City.
2. To the best of Owners' and City's knowledge, there are no buried or partially buried storage tanks located on the Subject Property.
3. To the best of Owners' knowledge, Owners have received no written notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Subject Property are or have been in violation of any Environmental Law, or informing Owners that the Subject Property is subject to investigation or inquiry regarding Hazardous Substances on the Subject Property or the potential violation of any Environmental Law. City acknowledges that City has received no such Notice.
4. To the best of Owners' and City's knowledge, there is no monitoring program required by the Environmental Protection

Agency or any similar state agency concerning the Subject Property.

5. To the best of Owners' knowledge, the Subject Property has never been used as a dump or landfill.
6. Owners and City have disclosed to each other all information, records, and studies in connection with the Subject Property concerning Hazardous Substances.
7. Owners have disclosed to City all information, records, and studies maintained by Owners in connection with the Subject Property concerning Hazardous Substances. If existing, within 20 days of the opening of Escrow herein, Owners shall produce a list of all information, records, and studies maintained in connection with the Subject Property concerning Hazardous Substances, and will make the documents available for City's review. As certain documents may contain confidential information, City and Owners shall sign a mutually acceptable confidentiality agreement as a condition to City's review of such confidential documents.
8. In the event hazardous substances are found on the Subject Property and are proven to be a result of Owners' use of the Subject Property, Owners shall negotiate in good faith with City concerning an Environmental Remediation and Indemnity Agreement to provide for cleanup of the Subject Property in accordance with all applicable Environmental Laws.
9. The Owners have not been notified and are not aware that there is any condition on the Subject Property that violates any health, safety, fire, environmental, sewage, building, or other federal, state, or local law, code, ordinance, or regulation.

V. REPRESENTATIONS AND WARRANTIES OF CITY

City represents and warrants to Owners that the statements contained herein are correct and complete.

A. Organization

City is a public body, corporate and politic, duly organized and validly existing under the laws of California.

B. Binding Obligation

City has all requisite power and authority to enter into and perform its obligations under this Agreement. All acts and other proceedings required to be taken by City to authorize the execution, delivery and performance

by City of this Agreement and the transactions contemplated hereby, have been duly and properly taken. This Agreement has been duly executed and delivered by City and constitutes the legal, valid and binding obligation of City, enforceable against City in accordance with its terms.

C. Brokers' Fees

With respect to the transactions contemplated by this Agreement, City has no obligation to pay any fees or commissions to any broker, finder, or agent for whom Owners could become liable or obligated.

VI. CONDITIONS TO OBLIGATION OF OWNERS

The obligations of Owners in connection with this Agreement are subject to the following conditions:

A. Representations and Warranties True

The representations and warranties of City shall be true and correct as of the date hereof and as of the Closing Date, with the same force and effect as if they had been made on the Closing Date.

B. Performance of Obligations

City shall have performed its obligations which are to be performed on or prior to the Closing Date of this Agreement.

C. Consideration Amount

Owners shall have received the Settlement Amount payable to Owners, on City's verification of vacation prior to the Closing Date.

VII. CONDITIONS TO OBLIGATION OF CITY

The obligations of City in connection with this Agreement are subject to the following conditions.

A. Representations and Warranties True

The representations and warranties of Owners shall be true and correct as of the date hereof and as of the Closing Date, with the same force and effect as if they had been made on the Closing Date.

B. Performance of Obligations

Owners shall have performed their obligations which are to be performed on or prior to the Closing Date in this Agreement.

C. Transfer of Assets



Owners shall have duly executed and delivered to City each of the Transfer Documents.

D. FIRPTA Certificate and California Form 597 W

Owners shall have duly executed and delivered to City (i) a certificate by Owners substantially in the form attached hereto as Exhibit D, stating that Owners are not a “foreign person” as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act and (ii) a California Withholding Exemption Certificate Form 597 W certifying that Owners have a permanent place of business in the State of California.

VIII. INDEMNIFICATION

A. Indemnification by Owners

From and after the Closing Date, Owners agree to indemnify, defend (with counsel selected by Owners but reasonably satisfactory to City) and hold harmless City and City’s directors, officers, shareholders, beneficial owners, agents, employees, attorneys, successors and assigns from and against any and all liabilities, losses, causes of action, claims, damages, costs, liens, fines, penalties, and expenses (including reasonable attorneys’, experts’, and consultants’ fees and expenses) arising out of (1) any breach by Owners of their representations, warranties, covenants and/or agreements contained in this Agreement or any related agreement; or (2) any liability of Owners not specifically assumed by City (including without limitation, any of Owners’ liabilities relating to state or federal income taxes; non compliance with any environmental laws or regulations; product liability claims; or liabilities arising out of injury (including personal or bodily injury) to, or death of, any person or damage to any property resulting from any error, omission, negligence, or willful misconduct of Owners or Owners’ agents, subcontractors or employees wholly unrelated to the Project; any claim by any of Owners’ employees, consultants or customers, disputes or proceedings or litigation or claims of any type or nature associated with the Business and not the Project).

B. Indemnification by City

To the broadest extent possible, City shall defend, hold harmless, and indemnify Owners against any and all losses, claims, actions, notices, complaints, damages, costs, litigation, fines, penalties, and expenses arising out of, or relating in any way to, City’s acquisition of the Subject Property, City’s Project, or any term or provision of this Agreement.

C. Third Party Claims

The indemnifying party under the provisions of this Article VIII shall have the right to conduct and control, through counsel of its choosing, any third party claim, action or suit, and the indemnifying party may compromise or settle the same, provided that any such compromise or settlement fully releases all of the indemnified parties with respect to such claim, action or suit.

D. Other Indemnification Provisions

The foregoing indemnification provisions are in addition to, and not in derogation of, any statutory, equitable, or common law remedy either party may have against the other for breach of any representation, warranty or covenant in this Agreement.

IX. TERMINATION

A. Termination

This Agreement may be terminated at any time prior to the payment of the Settlement Amount:

1. by mutual written consent of the Parties;
2. by either City or Owners if there has been a material misrepresentation or material breach of covenant or agreement contained in this Agreement on the part of the other and such breach of a covenant or agreement has not been promptly cured within five days after receipt of notice of such breach;
3. by Owners if any of the conditions set forth herein shall not have been satisfied before Closing Date; or
4. by City if any of the conditions set forth in Article VII shall not have been satisfied before Closing Date.

B. Effect of Termination

In the event of termination of this Agreement by City or Owners, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of any party, except to the extent that such termination results from a breach by a party hereto of any of its representations, warranties, covenants or agreements set forth in this Agreement.

X. MISCELLANEOUS

A. Survival

All covenants and agreements of the Parties contained herein shall survive indefinitely.

B. No Third Party Beneficiaries

This Agreement shall not confer any rights or remedies upon Persons other than the Parties, their respective successors, permitted assigns and Agoura Storage, whose Purchase & Sale Agreement, executed concurrently with this Agreement, is made in reliance upon the continued left turn Agoura Road access for Conejo Owners.

C. Further Documents and Assurances

Each Party agrees to execute such other or further documents or instruments or take or cause to be taken such other or further action as may reasonably be necessary or appropriate in order to more fully and completely effectuate the transactions contemplated by this Agreement or to carry out its intent.

D. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they related in any way to the subject matter hereof or thereof.

E. Succession and Assignment

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Owners may not assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of City.

F. Expenses

City shall pay all of City's own expenses in connection with the negotiation, execution and delivery of this Agreement and any related agreements or instruments. Owners shall bear all other costs and expenses in connection with the execution and delivery of this Agreement and any related agreements or instruments and the completion of the transactions contemplated hereunder to escrow.

G. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

H. Headings

The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

I. Notices

All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to City:

City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attn: City Manager
Phone: (818) 597-7300
Fax: (818) 597-7341

With a copy to:

Candice K. Lee, City Attorney
Richards, Watson & Gershon APC
355 S. Grand Avenue, 40th Floor
Los Angeles, California 90071-3101
Telephone: (213) 626-8484
Fax: (213) 626-0078

If to Owners:

Conejo U Store It

29055 Agoura Rd
Agoura Hills, California 91301
Telephone: 818.991.1123
Attention: OWNER URGENT

With copy to:

K.C. McMenamin-Torres,
Attorney for Conejo U Store It
3075 East Thousand Oaks Blvd, Suite 100
Westlake Village, CA 91362
Telephone: (805) 217-9711

Either Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, facsimile, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Either Party may change the address to which notices, requests, demands, claims, or other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

J. Governing Law

This Agreement is entered into under and shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

K. Amendments

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by City and Owners.

L. Waivers

Failure of either Party at any time to require the performance by the other Party of any provision of this Agreement or any related agreement shall in no way affect the right to require full performance of such provision thereafter. Furthermore, the waiver by either Party of a breach of any provision of this Agreement or any related agreement will not be held to be a waiver of any other provision of this Agreement or any related agreement.

M. Severability

The invalidity or unenforceability of any term or provision of this Agreement or any related agreement shall not affect the validity or enforceability of the remaining terms and provisions thereof except that if any such invalidity or unenforceability conflicts with effectuating the intentions of the parties to avoid losses to Owners, then the severed provision shall result in the need for additional compensation.

N. Specific Performance

Each Party acknowledges and agrees that the other Party would be damaged irreparably in the event any of the provisions of this Agreement

are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each Party agrees that the other Party shall be entitled to an injunction or injunctions to prevent breaches and to secure specific performance, in addition to any other remedy to which it may be entitled, at law or in equity.

O. Force Majeure

Neither Party shall be liable for failure to perform its obligations under this Agreement when such failure is due to any cause beyond the reasonable control of the Party unable to perform, excluding economic or financial reasons.

P. Independent Contractor

Pursuant to this Agreement and otherwise, each Party shall act as an independent contractor and not as an agent of the other Party, and neither Party shall represent itself as an agent of the other Party. No act done by either Party will be deemed to create a partnership or joint venture with the other Party, nor will the provisions of this Agreement or the related agreements be construed as creating a partnership or joint venture.

Q. Attorneys' Fees

If there is any legal proceeding required to enforce or interpret any provision of this Agreement or any of the agreements or instruments contemplated hereby to protect or establish any right or remedy of either Party, the unsuccessful Party to such proceeding shall pay the prevailing Party all costs and expenses, including reasonable attorneys' fees and costs, incurred by such prevailing Party. Attorneys' fees and costs in enforcing any judgment or in connection with any appeal shall be recoverable separately from and in addition to any other amount included in such judgment. The parties agree that any disputes shall first be expeditiously mediated by a retired California judicial officer, e.g. as through JAMS or similar entity, and that mediation shall be at each party's sole expense and cost. Refusal or failure to mediate in good faith shall result in a denial of attorney's fees and costs in any future litigation between the parties.

R. Opening and Closing of Escrow

Upon the parties execution of this Agreement, an escrow (the "Escrow") shall be opened with Lawyers Title Company, 888 South Figueroa, Suite 2100, Los Angeles, CA 90017: Phone: (213) 330-2330: Fax: (213) 330-3105, Attn: Cheryl Greer, will be the escrow holder ("Escrow Holder"). For the purposes of this Agreement, "Opening of Escrow" shall mean the date on which Escrow Holder shall have received executed counterparts of

this Agreement from City and Owners. Escrow shall close (the "Close of Escrow") on or before November 8, 2013.

S. Deposit of Documents and Settlement Amount in Escrow

Owners and City hereby covenant and agree to deliver to Escrow Holder prior to the Close of Escrow the Transfer Documents and Settlement Amount, the delivery of each of which shall be a condition of the Close of Escrow.

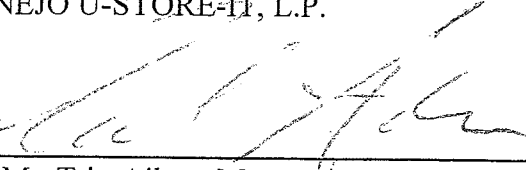
T. Escrow Charges and Prorations

1. City shall pay all of the escrow fees, and miscellaneous expenses as each incurs. City shall pay for the cost of a CLTA Standard Coverage Owners' Policy of Title Insurance on the Subject Property, and for recording the Temporary Construction Easement Deed on the Subject Property, if necessary, and any documentary or other local transfer taxes on the transfer of the Subject Property, if any; however, Escrow Holder is hereby notified that the transfer of the Subject Property interests to City is likely exempt from documentary transfer taxes pursuant to Revenue and Taxation Code Section 11922.
2. Real estate and personal property taxes and any other governmental charges, regular assessments, or impositions against the Subject Property on the basis of the fiscal year or calendar year for which assessed shall be pro-rated as of the Close of Escrow. If the Close of Escrow shall occur before the tax rate is fixed, the apportionment of taxes on the Close of Escrow shall be based on the tax rate for the next preceding year applied to the latest assessed valuation after the tax rate is fixed, which assessed valuation shall be based on the Subject Property's assessed value prior to the Close of Escrow, and City and Owners shall, when the tax rate is fixed, make any necessary adjustment. All prorations shall be determined on the basis of a 360 day year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made and entered into as of the date first set forth above.

CONEJO U-STORE-IT, L.P.

Date: 11-3-13

By: 
Mr. Trip Aiken, Manager
Conejo Storage Management LLC for
Conejo Valley U-Store-It, L.P.

CITY OF AGOURA HILLS

Date: _____


By: _____
Denis Weber, Mayor

ATTEST:

By: _____
Kimberly M. Rodrigues, City Clerk

APPROVED AS TO FORM:

LAW OFFICE OF K C MCMENAMIN-TORRES

By: 
Kathryn McMenamin-Torres,
Attorney for Owners

APPROVED AS TO FORM:

RICHARDS, WATSON & GERSHON
A Professional Corporation
CANDICE K. LEE, City Attorney
MICHAEL F. YOSHIBA

By: _____
Michael F. Yoshiba,
Attorneys for the City of Agoura Hills



Recording requested by:

Candice K. Lee, City Attorney
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301

When recorded, return to:

City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attn: City Clerk

APN 2061-006-035

Space above this line for Recorder's use only

TEMPORARY CONSTRUCTION EASEMENT DEED

(16-TCE-01)

CONEJO VALLEY U-STORE-IT L.P. hereinafter referred to as "GRANTOR," is the owner of that real property in the City of Agoura Hills, County of Los Angeles, State of California, at the 29101 Agoura Road in the City of Agoura Hills, California, identified as County Assessor's Parcel Number 2061-006-035, and described in Exhibit "A" and "B", attached hereto and incorporated by reference herein (hereinafter referred to as the "Subject Property").

For a valuable consideration, receipt of which is hereby acknowledged, GRANTOR hereby grants to the City of Agoura Hills, a municipal corporation in the County of Los Angeles, State of California, and its contractors, successors and assigns, referred to collectively as "GRANTEE", a three month Temporary Construction Easement for the Agoura Road Widening and Canwood Street Improvements Project ("Project") and to utilize said Temporary Construction Easement for all other related activities and purposes in, on, over, under, through, and across that certain parcel of land described and depicted in Exhibit "A" and "B" attached hereto and incorporated herein ("Easement Area").

Such use shall include the right to temporarily place equipment, materials and vehicles, and pile earth thereon during periods of active construction, and the right to conduct grading and pavement and curb restoration work and other related activities in conjunction with the construction of the Project. GRANTOR may jointly traverse the Easement Area for vehicular ingress and egress purposes whenever clear and safe access routes are available. GRANTOR acknowledges herein that there will be some access delays and obstructions within the Easement Area from time to time as Project construction work is underway.

Said Temporary Construction Easement shall commence thirty (30) days after issuance by GRANTEE of a Notice of Commencement of Construction, which shall be issued to the property owner of record by U.S. Mail, and shall automatically terminate upon completion of construction of the Project and restoration of the Easement Area, or three months after this easement commences, whichever occurs first.

GRANTOR hereby warrants and represents that they are the sole owner of the Real Property upon which this Temporary Construction Easement is located, and that GRANTOR holds sufficient title in said property to fully grant to GRANTEE the Temporary Construction Easement described herein without conflict with any other interests.

This Grant of Temporary Construction Easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns to the parties hereto. GRANTEE'S rights and obligations herein are assignable and transferable by GRANTEE, in whole or in part, to GRANTEE'S contractor(s), successors and assignees.

Dated: _____, 2013

GRANTOR

By: 

CONEJO VALLEY U-STORE-IT L.P.
Authorized representative

ACKNOWLEDGMENT

State of California

County of Ventura

On November 6, 2013 before me, Celeste R. Bird Notary Public, personally appeared Kelman Aiken who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Celeste R. Bird
Signature of Notary Public (Seal)

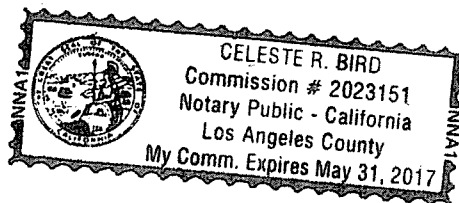


EXHIBIT A
LEGAL DESCRIPTION

OWNER: CONEJO VALLEY U STORE IT

PARCEL NO. 16-TCE-1

A.P.N. 2061-006-035

DESCRIPTION

BEING A PORTION OF PARCEL 13, IN THE CITY OF AGOURA HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN IN THE LICENSED SURVEYOR'S MAP FILED IN BOOK 15 PAGES 8 AND 9 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OS SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID PARCEL 13 WITH THE NORTHERLY RIGHT OF WAY LINE OF AGOURA ROAD;

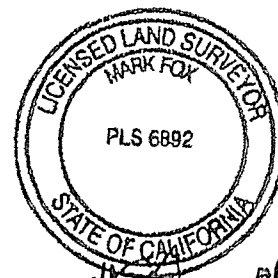
THENCE ALONG SAID WESTERLY LINE NORTH 02°21'37" EAST 3.46 FEET ;

THENCE SOUTH 83°41'32" EAST 3.31 FEET;

THENCE SOUTH 78°14'44" EAST 19.45 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE ;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 87°47'01" WEST 22.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 42 SQUARE FEET



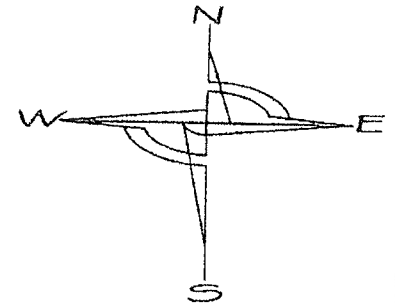
Mark Fox 04-25-13

EXHIBIT B

PLAT MAP

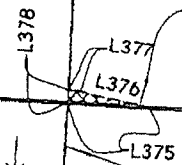
W'LY LINE PARCEL 13,
R.S. 15 PGS. 8 AND 9.

W'LY LINE PARCEL 14,
R.S. 15 PGS. 8 AND 9.



DATE: 04-09-13
SCALE: 1" = 50'

PARCEL NO. 16- TCE-1

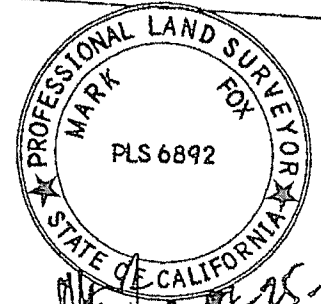


N02°21'37"E
20.00'

AGOURA ROAD

SW'LY CORNER PARCEL 13,
R.S. 15 PGS. 8 AND 9.

LINE TABLE		
LINE	BEARING	DISTANCE
L375	N87°47'01"W	22.49'
L376	N78°14'44"W	19.45'
L377	N83°41'32"W	3.31'
L378	N02°21'37"E	3.46'



Handwritten signature and date: 04-25-13

DATE	REVISION

EXHIBIT
A.P.N. 2061-006-035

DATE:	04-09-13
PROJECT NO.:	10-111
DRAFTED BY:	MYS
CHECKED BY:	MF
SHEET NO.	1 OF 1

OWNER: CONEJO VALLEY U STORE IT
A.P.N. 2061-006-035

IACOBELLIS & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
SURVEYS · SUBDIVISIONS · PHOTOGRAMMETRY
11145 TAMPA AVENUE STE 15B, NORTH RIDGE, CA 91326 PH 818-366-9222 FAX 818-366-4813

Exhibit B

EXHIBIT C
TEMPORARY CONSTRUCTION EASEMENT DEED

Recording requested by:

Candice K. Lee, City Attorney
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301

When recorded, return to:

City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attn: City Clerk

APN 2061-006-035

Space above this line for Recorder's use only

TEMPORARY CONSTRUCTION EASEMENT DEED

(16-TCE-01)

CONEJO VALLEY U-STORE-IT^{UP} hereinafter referred to as "GRANTOR," is the owner of that real property in the City of Agoura Hills, County of Los Angeles, State of California, at the 29101 Agoura Road in the City of Agoura Hills, California, identified as County Assessor's Parcel Number 2061-006-035, and described in Exhibit "A" and "B", attached hereto and incorporated by reference herein (hereinafter referred to as the "Subject Property").

For a valuable consideration, receipt of which is hereby acknowledged, GRANTOR hereby grants to the City of Agoura Hills, a municipal corporation in the County of Los Angeles, State of California, and its contractors, successors and assigns, referred to collectively as "GRANTEE", a three month Temporary Construction Easement for the Agoura Road Widening and Canwood Street Improvements Project ("Project") and to utilize said Temporary Construction Easement for all other related activities and purposes in, on, over, under, through, and across that certain parcel of land described and depicted in Exhibit "A" and "B" attached hereto and incorporated herein ("Easement Area").

Such use shall include the right to temporarily place equipment, materials and vehicles, and pile earth thereon during periods of active construction, and the right to conduct grading and pavement and curb restoration work and other related activities in conjunction with the construction of the Project. GRANTOR may jointly traverse the Easement Area for vehicular ingress and egress purposes whenever clear and safe access routes are available. GRANTOR acknowledges herein that there will be some access delays and obstructions within the Easement Area from time to time as Project construction work is underway.

Said Temporary Construction Easement shall commence thirty (30) days after issuance by GRANTEE of a Notice of Commencement of Construction, which shall be issued to the property owner of record by U.S. Mail, and shall automatically terminate upon completion of construction of the Project and restoration of the Easement Area, or three months after this easement commences, whichever occurs first.

GRANTOR hereby warrants and represents that they are the sole owner of the Real Property upon which this Temporary Construction Easement is located, and that GRANTOR holds sufficient title in said property to fully grant to GRANTEE the Temporary Construction Easement described herein without conflict with any other interests.

This Grant of Temporary Construction Easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns to the parties hereto. GRANTEE'S rights and obligations herein are assignable and transferable by GRANTEE, in whole or in part, to GRANTEE'S contractor(s), successors and assignees.

Dated: _____, 2013 GRANTOR

By: _____
CONEJO VALLEY U-STORE-IT LP.
Authorized representative

ACKNOWLEDGMENT

State of _____

County of _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public (Seal)

EXHIBIT D
SELLER'S AFFIDAVIT

EXHIBIT D

SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986 ("Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. Further, California Revenue and Taxation Code Sections 18805(d)(1) and 26131(3)(1) provides that a transferee must withhold an amount equal to 3 1/3% of the sales price of California real property conveyed. Pursuant to the Purchase and Sale Agreement ("Agreement") dated as of _____, 2013, CONEJO VALLEY U-STORE-IT L.P. ("Transferor") will transfer that certain real property described in Exhibit A-1 and B-1 to the Agreement (the "Real Property") to the City of Agoura Hills ("Transferee"). To inform Transferee that withholding of tax is not required upon the disposition of the Real Property, the undersigned hereby declares the following on behalf of Transferor:

1. It is the Transferor.
2. Transferor is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
3. Transferor's U.S. tax identification number is: _____
4. Transferor's address is:

Transferor understands that this Affidavit may be disclosed to the Internal Revenue Service and/or the State of California Franchise Tax Board by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Transferor understands that Transferee is relying on this Affidavit in determining whether withholding is required upon said transfer.

We declare under penalty of perjury that we have examined this declaration, and to the best of our knowledge and belief it is true, correct and complete.

Executed this ___ day of _____, 2013, at _____, California.

By: _____

EXHIBIT E

II.B.7.e City agrees to permit the replacement of any and all existing signage with equivalent east west visibility as set forth on Exhibit "E" and to pay for same. In the event any signage is destroyed by or during Project, it shall be replaced by City. After the Project is completed, the Owners shall own the signage and shall be entitled to retain and maintain that signage for the life of the facility.

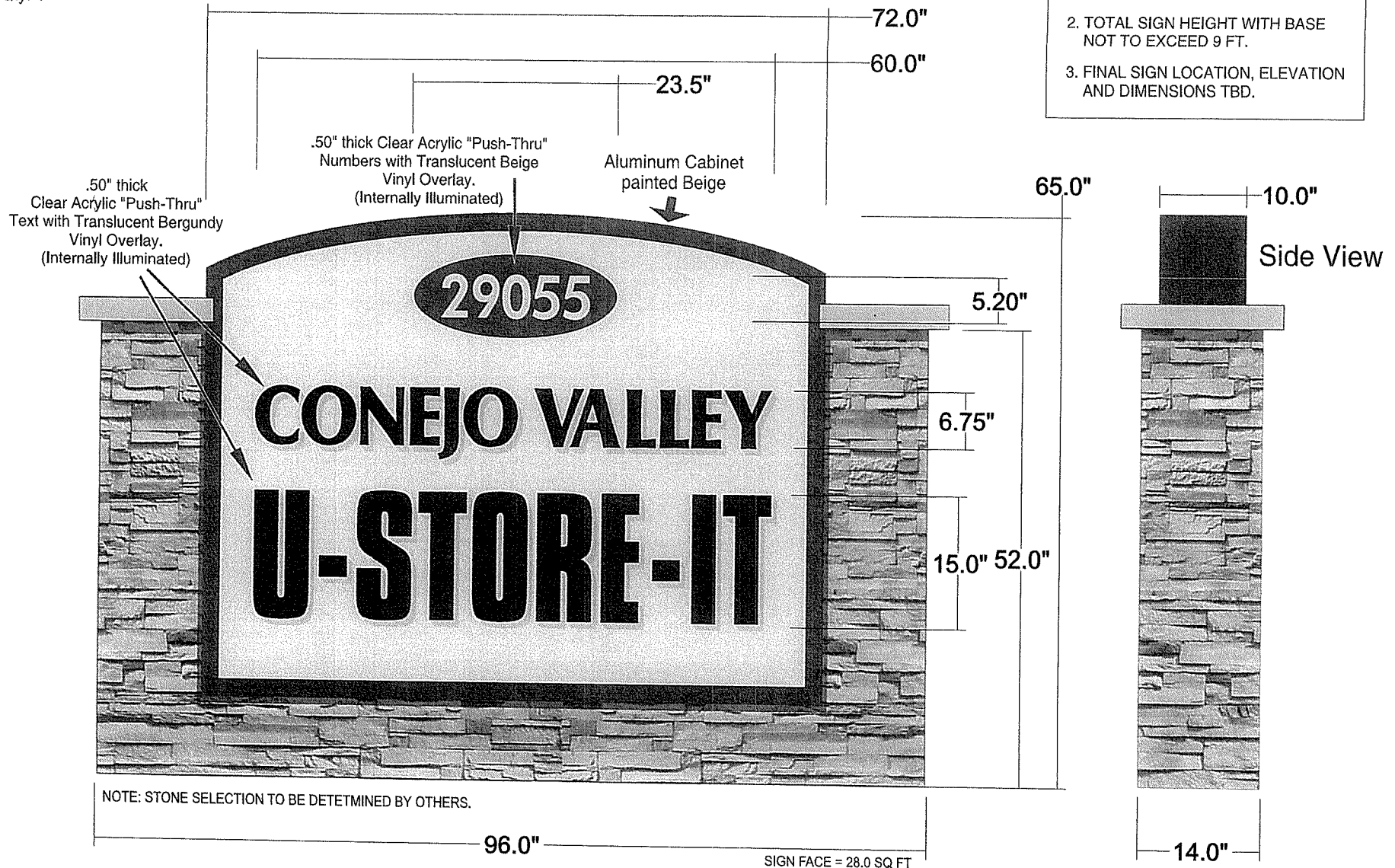
CONCEPTUAL DESIGN

Double-Sided Monument Sign (Internally Illuminated)

Qty: 1

NOTES:

1. SIGN WILL BE ELEVATED ON BASE.
2. TOTAL SIGN HEIGHT WITH BASE NOT TO EXCEED 9 FT.
3. FINAL SIGN LOCATION, ELEVATION AND DIMENSIONS TBD.



NOTE: STONE SELECTION TO BE DETERMINED BY OTHERS.

SIGN FACE = 28.0 SQ FT



PH: (805) 499-3343
 FAX: (805) 499-4636
 www.SigSigns.com
 2635 LAVERY CT, UNIT #1
 NEWBURY PARK, CA 91320

Project:	Monument Sign	Date:	10/31/2013
Client:	City of Agoura Hills (for Conejo Valley U-STORE-IT)	Revision:	X 2 3 4 5 6 7 8 9 10
Address:	29055 Agoura Rd. Agoura Hills, CA	Rep:	Mark
File:	City of Agoura Hills - Conejo Valley U-STORE-IT - Double Sided Monument	Designer:	John
Client Approval:			

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EXHIBIT F

II.B.5 A left turn lane for access to Conejo U-Store-It from eastbound Agoura Rd. is incorporated into the Project design plans at the request of the Owners and shall be constructed substantially as set forth on Exhibit F.

