

REPORT TO CITY COUNCIL

DATE: JANUARY 8, 2014
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: GREG RAMIREZ, CITY MANAGER *hjt for G.R.*
BY: NATHAN HAMBURGER, ASSISTANT CITY MANAGER *hjt*
SUBJECT: REQUESTING APPROVAL AND AUTHORIZATION TO EXECUTE AN AGREEMENT 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 Hills' 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 agreement has been reviewed by the City Attorney and approved to form.

RECOMMENDATION

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

- a) Morehart Land Co. (Assessor's Parcel Number 2061-004-034)

Attachment: Agreement

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

Northside
East
MM
MM
Re Los Angeles County Assessor's Parcel No. 2061-004-034;
~~Southside~~ of Agoura Road and West of Reyes Adobe Road, Agoura Hills, California)
(Morehart Land Co., a California Corporation)

This Purchase and Sale Agreement and Joint Escrow Instructions (hereafter referred to as "Agreement") are made and entered into as of *December 4th*, 2013, by and between the City of Agoura Hills (hereafter referred to as the "City"), and Morehart Land Co., a California Corporation (hereafter "Owners"), (hereinafter referred to individually as a "Party" or collectively as "Parties") with respect to the following facts:

RECITALS

- MM*
A. The "Subject Property" means the real property interests at the ~~southside~~ *Northside* of Agoura Road and ~~west~~ *East* of Reyes Adobe Road, Agoura Hills, California and identified as Los Angeles County Tax Assessor's Parcel Number 2061-004-034. *MM*
- B. City seeks to acquire a 671 square foot permanent slope easement and a 2,539 square foot right of entry permit (the "Subject Property Interests") (see Exhibits A-1, A-2, and B-1) 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 a 671 square foot permanent slope easement and a 2,539 square foot right of entry permit, see Exhibits A-1, A-2, and B-1, from the real property identified as Assessor's Parcel Number 2061-004-034.

"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 a Grant of Permanent Slope Easement and Right of Entry Permit (Exhibit "C" and "D", respectively) 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 \$30,000 (Thirty 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, rights of entry, 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 must execute and receive from Owners, a Grant of Permanent Slope Easement for the 671 square foot interest as set forth in Exhibit C attached hereto and incorporated by reference.

1.4 City must execute and receive from Owners, a Right of Entry Permit for the 2,539 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. 09511473-1-E (re: APN 2061-004-034) dated as of August 19, 2013, prior to issuance of a Title Report.

4.2 City hereby approves the Order No. 09511473-1-E (re: APN 2061-004-034) 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 Interests.

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.

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' 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 Interests.

5.2.3 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 Interests.

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 Interests, 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 Interests, 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 Interests.

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 A Grant of Permanent Slope Easement and a Right of Entry Permit for the Subject Property Interests duly executed and acknowledged by Owners and City 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 Grant of Permanent Slope Easement and the Right of Entry Permit.

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 Grant of Permanent Slope Easement 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 Morehart Land Co:

Morehart Land Co., a California Corporation
Attn: Madeleine Mueller
P.O. Box 1209
Carpinteria, California 93014

With a copy to:

Morehart Land Co.
c/o Peter Slaughter, Esq.
Price, Postel & Parma, LLP
200 East Carrillo, Ste. 400
Santa Barbara, CA 93101

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 Grant of Permanent Slope Easement 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 the permanent slope easement and right of entry permit. 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 have 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.

MOREHART LAND CO.:

CITY OF AGOURA HILLS, a California
municipal corporation

By: 

By: _____

~~Denis Weber~~, Mayor

ATTEST:

By: _____

Kimberly M. Rodrigues, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Price, Postel & Parma, LLP

Richards, Watson & Gershon,
A Professional Corporation

By: 

By: _____

Todd Amspoker, Attorney for
Morehart Land Co., a California
Corporation

Candice K. Lee, City Attorney

EXHIBIT A-1

LEGAL DESCRIPTION – (11-PE-1)

Los Angeles County Assessor's Parcel No. 2061-004-034

OWNER: MOREHART LAND CO.

PARCEL NO. 11-PE-1

A.P.N. 2061-004-034

DESCRIPTION

BEING A PORTION OF PARCEL 2 OF PARCEL MAP NO. 25277, IN THE CITY OF AGOURA HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 287 PAGES 66 AND 67 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL 2, ALSO BEING A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF AGOURA ROAD 100 FEET WIDE AND ALSO BEING A POINT IN A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 3948.75 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 00°25'32" WEST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°23'15" AN ARC DISTANCE OF 26.71 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°10'21" AN ARC DISTANCE OF 149.72 FEET;

THENCE NORTH 87°51'56" EAST 118.78 FEET;

THENCE NORTH 02°08'04" WEST 2.50 FEET;

THENCE SOUTH 87°51'56" WEST 118.78 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 3946.25 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°10'21" AN ARC DISTANCE OF 149.62 FEET;

THENCE SOUTH 00°02'17" WEST 2.50 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 671 SQUARE FEET.

PAGE 1 OF 1

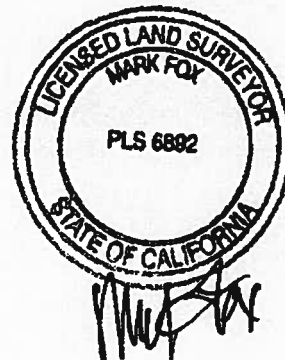


EXHIBIT A-1

EXHIBIT A-2

LEGAL DESCRIPTION – (11-ROE-1)

Los Angeles County Assessor's Parcel No. 2061-004-034

OWNER: MOREHART LAND CO.

PARCEL NO. 11-TCE-1

A.P.N. 2061-004-034

DESCRIPTION

BEING A PORTION OF PARCEL 2 OF PARCEL MAP NO. 25277, IN THE CITY OF AGOURA HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 287 PAGES 66 AND 67 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL 2, ALSO BEING A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF AGOURA ROAD 100 FEET WIDE AND ALSO BEING A POINT IN A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 3948.75 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 00°25'32" WEST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°19'48" AN ARC DISTANCE OF 22.74 FEET TO THE TRUE POINT OF BEGINNING.

THENCE NORTH 01°13' 25" EAST 5.56 FEET;

THENCE NORTH 88 °09'54" EAST 8.33 FEET;

THENCE NORTH 39 °21'56" EAST 5.98 FEET;

THENCE NORTH 85 °21'33" EAST 24.06 FEET;

THENCE SOUTH 88° 01'35" EAST 64.08 FEET;

THENCE NORTH 84° 12'11" EAST 17.14 FEET;

THENCE NORTH 30° 02'02" EAST 3.25 FEET;

THENCE NORTH 87° 31'17" EAST 12.73 FEET;

THENCE NORTH 66° 00'17" EAST 5.57 FEET;

THENCE SOUTH 89° 22'27" EAST 30.05 FEET

THENCE NORTH 86° 22'48" EAST 48.34 FEET;

THENCE SOUTH 84° 38'39" EAST 16.67 FEET;

THENCE SOUTH 32° 48'16" EAST 5.69 FEET;

THENCE SOUTH 84° 56'48" EAST 6.61 FEET;

THENCE NORTH 83° 59'42" WEST 7.35 FEET;

THENCE SOUTH 88° 27'58" EAST 18.09 FEET;

THENCE NORTH 71°52'10" EAST 11.98 FEET;

THENCE SOUTH 08 ° 01'35" WEST 10.14 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF AGOURA ROAD;

THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 87° 51'56" WEST 123.08 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 3948.75 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°13'48" AN ARC DISTANCE OF 153.69 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT SAID TRUE POINT OF BEGINNING BEING IN SAID CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 3948.75 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°03'28" AN ARC DISTANCE OF 3.97 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION;

THENCE CONTINUING EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°10'21" AN ARC DISTANCE OF 149.72 FEET;

THENCE NORTH 87°51'56" EAST 118.78 FEET;

THENCE NORTH 02°08'04" WEST 2.50 FEET;

THENCE SOUTH 87°51'56" WEST 118.78 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 3946.25 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°10'21" AN ARC DISTANCE OF 149.62 FEET;

THENCE SOUTH 00°02'17" WEST 2.50 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 2539 SQUARE FEET.



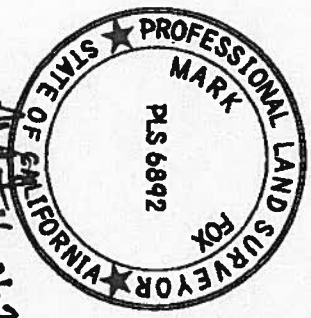
EXHIBIT B-1

Plat Map (11-PE-1)

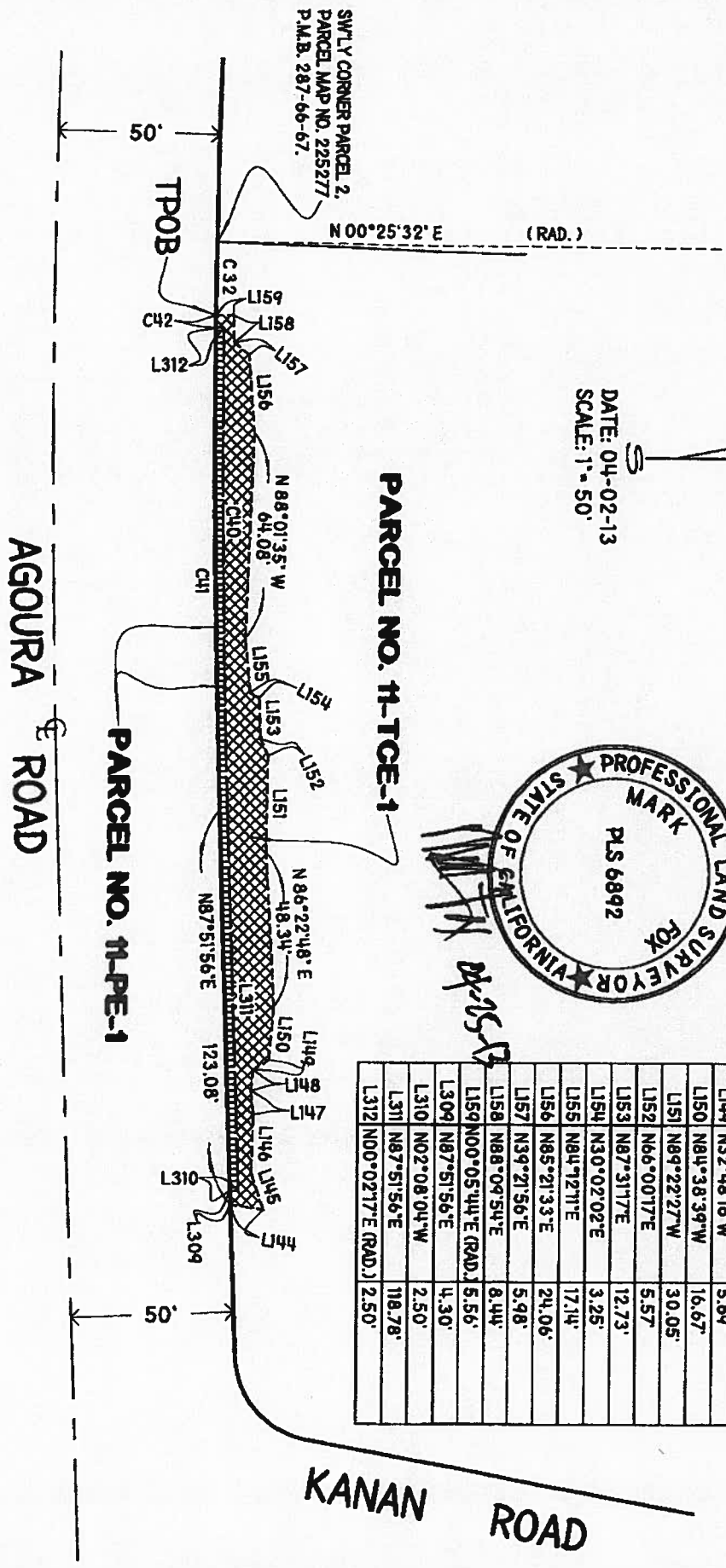
Permanent Slope Easement in Los Angeles County Assessor's Parcel No. 2061-004-034

CURVE	DELTA	RADIUS	LENGTH
C32	0°19'48"	3948.75'	22.74'
C40	2°10'21"	3948.25'	149.62'
C41	2°10'21"	3948.75'	149.72'
C42	0°03'28"	3948.75'	3.97'

DATE: 04-02-13
SCALE: 1" = 50'



LINE	BEARING	DISTANCE
L144	N08°01'35"E	10.14'
L145	N7°52'10"E	11.98'
L146	N88°27'58"W	18.09'
L147	N83°59'42"E	7.35'
L148	N84°56'48"W	6.61'
L149	N32°48'16"W	5.69'
L150	N84°38'39"W	16.67'
L151	N89°22'27"W	30.05'
L152	N66°00'17"E	5.57'
L153	N87°31'17"E	12.73'
L154	N30°02'02"E	3.25'
L155	N84°12'11"E	17.14'
L156	N85°21'33"E	24.06'
L157	N39°21'56"E	5.98'
L158	N88°09'54"E	8.44'
L159	N00°05'44"E (RAD.)	5.56'
L309	N87°51'56"E	4.30'
L310	N02°08'04"W	2.50'
L311	N87°51'56"E	118.78'
L312	N00°02'17"E (RAD.)	2.50'



SW 1/4 CORNER PARCEL 2,
PARCEL MAP NO. 225277
P.M.B. 287-66-67.

AGOURA ROAD

KANAN ROAD

DATE	REVISION

EXHIBIT
A.P.N. 2061-004-034

JACOBELLIS & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

PHOTOGRAMMETRY
SURVEY SUBDIVISIONS
17115 TRUMP AVENUE STE 150, NORTHROBE, CA 91328 PH 818-366-9222 FAX 818-366-4813

DATE	BY
04-02-13 <td> </td>	
PROJECT NO.	
DRAWN BY:	
CHECKED BY:	
SHEET NO.	

OWNER: MOREHART LAND CO.
A.P.N. 2061-004-034

EXHIBIT C

**GRANT OF PERMANENT SLOPE EASEMENT
(11-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 2061-004-034

Space above this line for Recorder's use only

GRANT OF PERMANENT SLOPE EASEMENT

(11-PE-2)

MOREHART LAND CO., A CALIFORNIA 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 2061-004-034 ("Grantor's Property"). Grantor's Property is approximately 1.54 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 671 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 671 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 in connection with construction of the Project ("Permanent Slope Easement"). The Permanent Slope Easement area is described more particularly on Exhibit "A-1" hereto and depicted on Exhibit "B-1" hereto. Exhibits "A-1" and "B-1" are incorporated herein by this reference.

Grantee will indemnify, defend and hold Grantor harmless from any and all liability for bodily injury, death and property damage, as a result of the Grantee or its

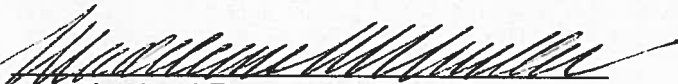
contractors and their subcontractor's entry and use of the Subject Property Interests. Grantee's agreement herein to indemnify, defend and hold the undersigned Grantor harmless, however, expressly excludes Grantor's liability, if any, for existing and pre-existing conditions concerning the Subject Property interests including soil and groundwater contamination.

After completion of the Project, Grantee will be allowed to permanently maintain a reasonably appropriate slope within the Permanent Slope Easement, consistent with good engineering practice. Grantor will be allowed to maintain existing landscaping within the Permanent Slope Easement.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Grant of Permanent Slope Easement on December 4th, 2013.

GRANTOR:

MOREHART LAND CO., A CALIFORNIA CORPORATION

By: 
Authorized Representative

GRANTEE:

CITY OF AGOURA HILLS, a California municipal corporation

By: _____

ACKNOWLEDGMENT

State of CALIFORNIA

County of Santa Barbara

On December 4, 2013 before me, CYNTHIA LYNN SCHEID, ^{Notary Public}, personally appeared Madeline M. Mueller 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.

Cynthia Lynn Scheid
Signature of Notary Public (Seal)



OWNER: MOREHART LAND CO.

PARCEL NO. 11-PE-1

A.P.N. 2061-004-034

DESCRIPTION

BEING A PORTION OF PARCEL 2 OF PARCEL MAP NO. 25277, IN THE CITY OF AGOURA HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 287 PAGES 66 AND 67 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

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THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°23'15" AN ARC DISTANCE OF 26.71 FEET TO THE **TRUE POINT OF BEGINNING**.

THENCE CONTINUING EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°10'21" AN ARC DISTANCE OF 149.72 FEET;

THENCE NORTH 87°51'56" EAST 118.78 FEET;

THENCE NORTH 02°08'04" WEST 2.50 FEET;

THENCE SOUTH 87°51'56" WEST 118.78 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 3946.25 FEET;

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THENCE SOUTH 00°02'17" WEST 2.50 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 671 SQUARE FEET.

PAGE 1 OF 1

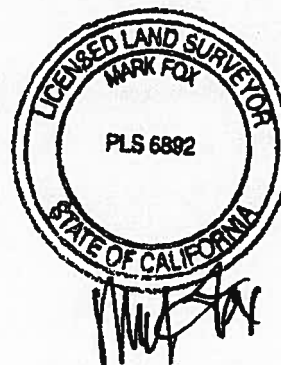


EXHIBIT A-1

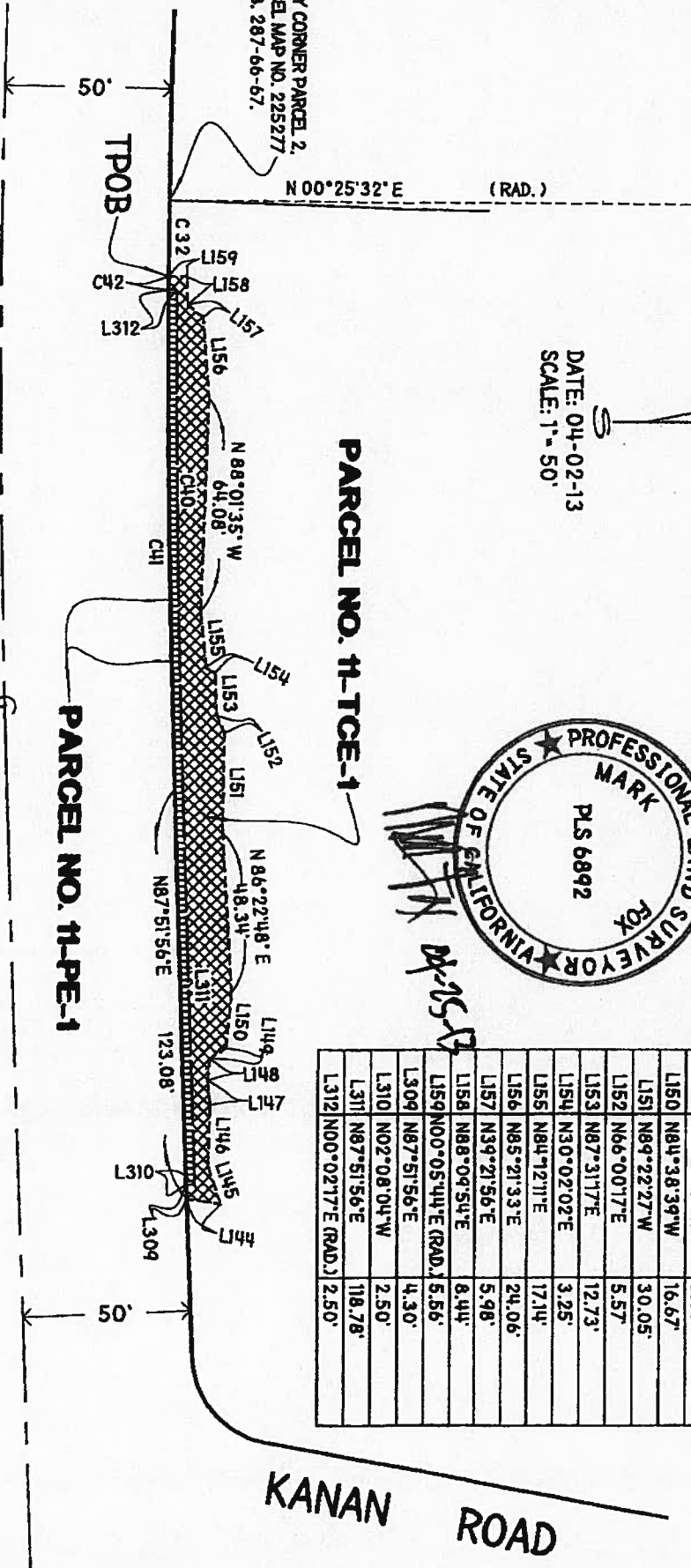
OWNER: MOREHART LAND CO.
 A.P.N. 2061-004-034

AGOURA ROAD

PARCEL NO. H-PE-1

PARCEL NO. H-TCE-1

KANAN ROAD



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C32	0°19'48"	3948.75'	22.74'
C40	2°10'21"	3948.25'	149.62'
C41	2°10'21"	3948.75'	149.72'
C42	0°03'28"	3948.75'	3.97'



LINE TABLE		
LINE	BEARING	DISTANCE
L144	N08°01'35"E	10.14'
L145	N71°52'10"E	11.98'
L146	N88°27'58"W	18.09'
L147	N83°59'42"E	7.35'
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L149	N32°48'16"W	5.69'
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L159	N00°05'44"E (RAD.)	5.56'
L309	N87°51'56"E	4.30'
L310	N02°08'04"W	2.50'
L311	N87°51'56"E	118.78'
L312	N00°02'17"E (RAD.)	2.50'

DATE: 04-02-13
 SCALE: 1" = 50'

DATE	REVISION

DATE	04-02-13
PROJECT NO.	10-11
DRAWN BY	MNS
CHECKED BY	
SHEET NO.	1 OF 1

JACOBELLIS & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
 SURVEYS, SUBDIVISIONS, PHOTOGRAMMETRY
 1145 TAMPA AVENUE STE 100, NORTHridge, CA 91329 PH: 818-366-4222 FAX: 818-366-4813

EXHIBIT D
RIGHT OF ENTRY PERMIT
(11-ROE-1)

RIGHT OF ENTRY PERMIT

(11-ROE-01)

MOREHART LAND CO., A CALIFORNIA CORPORATION hereinafter referred to as "PERMITTOR," is the owner of that real property in the City of Agoura Hills, County of Los Angeles, State of California, at the 29271 Agoura Road in the City of Agoura Hills, California, identified as County Assessor's Parcel Number 2061-004-034, and described in Exhibit "A-2" and depicted in Exhibit "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, PERMITTOR hereby agrees to provide 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 "PERMITTEE", a three month Right of Entry Permit for the Agoura Road Widening and Canwood Street Improvements Project ("Project") and to utilize said Right of Entry Permit for all other related activities and purposes in, on, over, under, through, and across that certain parcel of land described in Exhibit "A-2" and depicted in Exhibit "B-1," attached hereto and incorporated herein ("Right of Entry Permit 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. PERMITTEE shall maintain reasonable pedestrian and vehicular access to the Subject Property at all times during construction of the Project.

PERMITTEE will indemnify, defend and hold PERMITTOR harmless from any and all liability for bodily injury, death and property damage, as a result of PERMITTEE or its contractors and their subcontractor's entry and use of the Subject Property. PERMITTEE's agreement herein to indemnify, defend and hold the undersigned PERMITTOR harmless, however, expressly excludes PERMITTOR's liability, if any, for existing and pre-existing conditions concerning the Subject Property including soil and groundwater contamination. Further, any damage caused to the landscaping and other site improvements located on the Subject Property as a result of PERMITTEE or its contractors and their subcontractors' entry and use of the Subject Property will be repaired and/or replaced in kind prior to the termination of this Right of Entry.

Said Right of Entry Permit shall commence thirty (30) days after issuance by PERMITTEE 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 Right of Entry Permit Area, or three months after this right of entry permit begins, whichever occurs first.

PERMITTOR hereby warrants and represents that they are the sole owner of the Real Property upon which this Right of Entry Permit is located, and that PERMITTOR

holds sufficient title in said property to fully allow entry and permission to PERMITTEE without conflict with any other interests.

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

PERMITTOR

Dated: December 4th, 2013

By: [Signature]
MOREHART LAND CO., A CALIFORNIA CORPORATION
Authorized representative

PERMITTEE
CITY OF AGOURA HILLS

Dated: _____, 2013 By: _____

ACKNOWLEDGMENT

State of CALIFORNIA

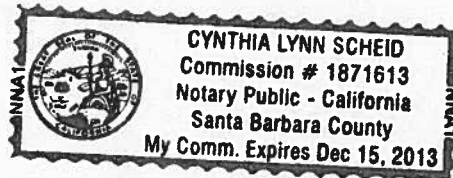
County of Santa Barbara

On December 4, 2013 before me, Cynthia Lynn Scheid, Notary Public, personally appeared Madeline M. Muelle- 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]
Signature of Notary Public (Seal)



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)

OWNER: MOREHART LAND CO.

PARCEL NO. 11-TCE-1

A.P.N. 2061-004-034

DESCRIPTION

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THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°19'48" AN ARC DISTANCE OF 22.74 FEET TO THE TRUE POINT OF BEGINNING.

THENCE NORTH 01°13' 25" EAST 5.56 FEET;

THENCE NORTH 88 °09'54" EAST 8.33 FEET;

THENCE NORTH 39 °21'56" EAST 5.98 FEET;

THENCE NORTH 85 °21'33" EAST 24.06 FEET;

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THENCE NORTH 84° 12'11" EAST 17.14 FEET;

THENCE NORTH 30° 02'02" EAST 3.25 FEET;

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THENCE NORTH 86° 22'48" EAST 48.34 FEET;

THENCE SOUTH 84° 38'39" EAST 16.67 FEET;

THENCE SOUTH 32° 48'16" EAST 5.69 FEET;

THENCE SOUTH 84° 56'48" EAST 6.61 FEET;

THENCE NORTH 83° 59'42" WEST 7.35 FEET;

THENCE SOUTH 88° 27'58" EAST 18.09 FEET;

THENCE NORTH 71°52'10" EAST 11.98 FEET;

THENCE SOUTH 08 ° 01'35" WEST 10.14 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF AGOURA ROAD;

THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 87° 51'56" WEST 123.08 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 3948.75 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°13'48" AN ARC DISTANCE OF 153.69 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT SAID TRUE POINT OF BEGINNING BEING IN SAID CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 3948.75 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°03'28" AN ARC DISTANCE OF 3.97 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION;

THENCE CONTINUING EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°10'21" AN ARC DISTANCE OF 149.72 FEET;

THENCE NORTH 87°51'56" EAST 118.78 FEET;

THENCE NORTH 02°08'04" WEST 2.50 FEET;

THENCE SOUTH 87°51'56" WEST 118.78 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 3946.25 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°10'21" AN ARC DISTANCE OF 149.62 FEET;

THENCE SOUTH 00°02'17" WEST 2.50 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 2539 SQUARE FEET.



PAGE 2 OF 2

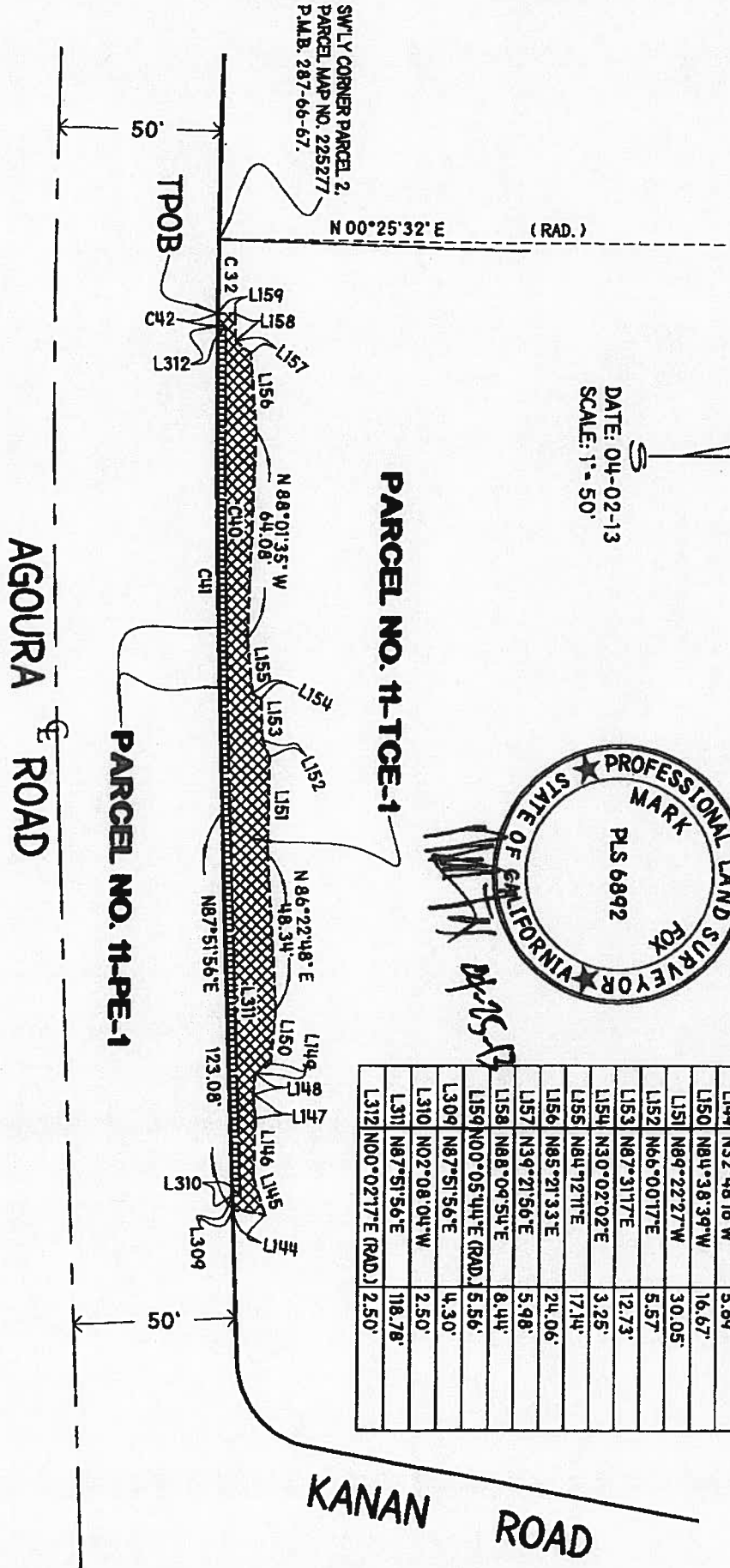
EXHIBIT A-2

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	
C32	0°19'48"	3948.75'	22.74'	
C40	2°10'21"	3948.25'	149.62'	
C41	2°10'21"	3948.75'	149.72'	
C42	0°03'28"	3948.75'	3.97'	

DATE: 04-02-13
SCALE: 1" = 50'



LINE TABLE			
LINE	BEARING	DISTANCE	
L144	N08°01'35"E	10.14'	
L145	N7°52'10"E	11.98'	
L146	N88°27'58"W	18.09'	
L147	N83°59'42"E	7.35'	
L148	N84°56'48"W	6.61'	
L149	N32°48'16"W	5.69'	
L150	N84°38'39"W	16.67'	
L151	N89°22'27"W	30.05'	
L152	N66°00'17"E	5.57'	
L153	N87°31'17"E	12.73'	
L154	N30°02'02"E	3.25'	
L155	N84°12'11"E	17.14'	
L156	N85°21'33"E	24.06'	
L157	N39°21'56"E	5.98'	
L158	N88°09'54"E	8.44'	
L159	N00°05'44"E (RAD.)	5.56'	
L309	N87°51'56"E	4.30'	
L310	N02°08'04"W	2.50'	
L311	N87°51'56"E	118.78'	
L312	N00°02'17"E (RAD.)	2.50'	



SW 1/4 CORNER PARCEL 2,
PARCEL MAP NO. 225277
P.M.B. 287-66-67.

AGOURA ROAD

KANAN ROAD

OWNER: MOREHART LAND CO.
A.P.N. 2061-004-034

DATE	REVISION	NAME
		04-02-13
		PROJECT NO.
		DRAWN BY:
		CHECKED BY:
		DATE
		PROJECT NO.
		DRAWN BY:
		CHECKED BY:
		DATE

JACOBELLIS & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
SURVEY SUBDIVISIONS - PHOTOGRAMMETRY
11045 TAMPA AVENUE, STE 151A, NORTH RIDGE, CA 95224 PH 818-346-9222 FAX 818-346-4813

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 Dec 4th, 2013, Morehart Land Co., a California 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: 95-2111662
4. Transferor's address is: P.O. Box 1209, Carpinteria, CA 93014

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 4th day of December, 2013, at Carpinteria, California.

Morehart Land Co., a California corporation

By: [Signature]