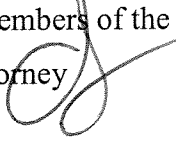


CITY OF AGOURA HILLS

OFFICE OF THE CITY ATTORNEY

30001 Ladyface Court, Agoura Hills, California 91301
Telephone 818.597.7300 Facsimile 818.597.7352

MEMORANDUM

TO: Honorable Mayor and Members of the City Council
FROM: Craig A. Steele, City Attorney 
DATE: September 12, 2005
SUBJECT: Approval of Purchase and Sale Agreement and Joint Escrow Instructions Regarding Property Located at 29431 Agoura Road as Part of the Right of Way Acquisition for the Kanan Interchange Project

REQUESTED ACTION

Approval of the Purchase and Sale Agreement and Joint Escrow Instructions Regarding Property Located at 29431 Agoura Road as Part of the Right of Way Acquisition for the Kanan Interchange Project, authorizing the Mayor to execute the same.

BACKGROUND

The City is in the process of acquiring the additional right-of-way necessary to facilitate the construction of the Kanan Road interchange ("the Project"). A portion of the parcel located at 29431 Agoura Road is vital to the construction of the project. The property to be acquired is approximately 5,350 square feet in size, irregularly shaped, and located between Roadside Drive and Agoura Road. In addition, the City intends to acquire a Temporary Construction Easement for 12-months over an additional 3,681 square feet of the property.

The site is currently owned by Goodrow Properties, LLC, which has agreed to the negotiated total compensation of \$99,950.00. This compensation amount was determined based on the per-square foot purchase price established by an appraiser. The amount is within the Project's budget for right-of-way acquisition. This negotiated purchase eliminates the need for both parties to pursue and defend, respectively, a potentially costly eminent domain action. As part of the agreement, the property owners agree to indemnify and hold the City harmless for any claims or orders to remediate any environmental contamination on the site.

The attached agreement provides access and control of the site to the City as of October 1, 2005.

RECOMMENDATION

Staff respectfully recommends that the City Council approve the attached Purchase and Sale Agreement and Joint Escrow Instructions Regarding Property Located at 29431 Agoura Road as Part of the Right of Way Acquisition for the Kanan Interchange Project, and authorize the Mayor to execute the same.

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS
(Re Los Angeles County Assessor's Parcel No. 2061-004-017)
(Goodrow Properties, LLC)**

This Purchase and Sale Agreement and Joint Escrow Instructions (hereafter referred to as "Agreement") are made and entered into as of July 25, 2005 (the "Effective Date"), by and between the City of Agoura Hills (hereafter referred to as the "City"), and Goodrow Properties, LLC (hereafter "Goodrows"), (hereinafter referred to individually as a "Party" or collectively as "Parties") with respect to the following facts:

RECITALS

A. The Goodrows are the fee owners of certain real property located at 29431 Agoura Road, Agoura Hills, California, 91301, County of Los Angeles, identified as Los Angeles County Assessor's Parcel No. 2061-004-017, and being more particularly depicted in Exhibit A attached hereto and incorporated herein by this reference (hereafter referred to as the "Site").

B. The City desires to purchase portions of the Site, in fee, and a twelve-month temporary construction easement over other portions of the Site (hereafter collectively referred to as the "Property").

C. The Property may be described generally as: (1) a 5,350 square foot land area, irregular in shape, located between Roadside Drive and Agoura Road, Agoura Hills (Exhibit B); and (2) the Temporary Construction Easement may be described as usage of 3,681 square feet of the above-referenced property for a period not to exceed twelve (12) months (Exhibit C). The twelve month temporary construction easement and relinquishment of possession by Goodrows shall begin on October 1, 2005.

D. The Property is being acquired for a public purpose, namely, for the Kanan Road and State Route 101 Freeway Interchange Improvement purposes, for construction of a new roadway between Roadside Drive and Agoura Road, and all uses convenient and necessary thereto, including utility relocation (hereafter referred to as the "Project"). The City filed a civil complaint in condemnation, on December 13, 2004, with the Los Angeles Superior Court, case number BC 325780 (hereafter called "Condemnation Action").

E. By this Agreement, entered into as a result of and to resolve the Condemnation Action, the City and the Goodrows are stipulating and agree to be bound to the following facts, terms and conditions concerning the Property:

NOW, THEREFORE, the Parties hereto do hereby stipulate as follows:

1. Valuation; Consideration. City will pay to Goodrows the total sum of \$90,950.00 (Ninety Thousand Nine Hundred and Fifty Dollars) (the "Purchase Price"). Said Purchase Price constitutes a global settlement of and in consideration for acquisition of the Property, all claims for compensation by Goodrows that were asserted or could have been asserted by Goodrows in an eminent domain proceeding, including, but not limited to claims for just compensation including land, improvements pertaining to the realty, severance damages, temporary interference with use of the Site, temporary construction easement, 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 Goodrows.

City and its representatives, shall have a right of entry to the Site at reasonable times, beginning within five calendar days of the aftermentioned opening of escrow to this Agreement, for the purpose of conducting investigations and tests. Such investigations and testing shall be at the City's expense.

1.1 Deposit. The Purchase Price shall be deposited in the Escrow prior to the Close of Escrow. The entire Purchase Price shall be delivered to Goodrows concurrently with the close of escrow.

2. Opening and Closing of Escrow. Upon the parties' execution of this Agreement, an escrow (the "Escrow") shall be opened with Commerce Escrow Company, 1545 Wilshire Boulevard, Suite 600, Los Angeles, California 90017, Attn: Mark Minsky, 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 Goodrows. Escrow shall close (the "Close of Escrow") on or before September 30, 2005..

The Parties herein agree that the court to the Condemnation Action shall retain jurisdiction to enforce terms of the Agreement for 180 days following the Close of Escrow. City shall dismiss Condemnation Action and give Notice of Release of Lis Pendens within ten (10) business days following the Close of Escrow.

3. Title and Title Policy. Chicago Title Company by agent Curt Taplin at (949) 224-4700 ("Title Company") has issued a "Litigation Guarantee," Order No. 47000102-47 (re APN 2061-004-017) dated as of October 8, 2004, prior to issuance of a Title Report.

4. City hereby approves the Order No. 47000102-47 (re APN 2061-004-017) legal description of the Site and the following exceptions to title shown in the Litigation Guarantee: Exception Nos. 1, 2, 3, 4, and 5 (collectively, the "Permitted Title Exceptions #B"). 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 Property 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 Site.

5.1 Inspection of the Site; Contamination. City has visually inspected the Property prior to the execution of this Agreement. City is aware that the Site is possibly contaminated (contaminated or contamination as defined by the federal Environmental Protection Agency or similar state agencies). An environmental assessment report prepared by consultant Jeff Findl, on behalf of the Goodrows, indicated that an existing contamination plume under the Site migrated easterly from the Site to an adjacent property owned by the Packard Family, Ltd, identified as 29403 Agoura Road, Agoura Hills, California, 91301, County of Los Angeles, also identified as Los Angeles County Assessor's Parcel No. 2061-004-010 (hereafter called "Packard Property").

City confirms that Goodrows have provided a copy of a "no further action" letter, dated December 2, 2004 (Exhibit G) and issued by the California Regional Water Quality Control Board. The City assumes no responsibility or liability for present or future remediation or cleanup of any contamination on, in, or under the Site, Property, or Packard Property therein.

5.2 Indemnification. Goodrows warrant that City shall not be held liable for remediation or cleanup of any existing contamination found on the Site therein. The Goodrows 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 Site that arise directly or indirectly from acts, occurrences or matters that take place prior to the relinquishment of possession and control of the Property, by the Goodrows to the City. In the event any of the aforementioned claims or litigation relating to the Property arise, at the option of the City, Goodrows agree to defend the Indemnified Parties with counsel approved by the City.

City agrees to give Goodrows 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 Property by the Goodrows and the termination of this Agreement.

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

Goodrows obligation to indemnify the City pursuant to the foregoing provisions of this Paragraph 5.2 shall (a) be personal to Goodrows, (b) survive the sale of the Site by Goodrows, and (c) shall not bind any subsequent owner, tenant or occupant of the Site.

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

6. Warranties and Representations of Goodrows. The Goodrows 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 Property, by the Goodrows, through the Agreement, and all of which shall survive the relinquishment of possession and control of the Property by the Goodrows and through the execution of the Agreement and Escrow. Goodrows liability under the following provisions of this Paragraph 6 shall (a) be personal to Goodrows, (b) survive the sale of the Site by Goodrows, and (c) shall not bind any subsequent owner, tenant or occupant of the Site.

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

6.2 Hazardous Substances. Excepting those documents and files, which are identified by the Goodrows to be located at, and in the possession and control of, the: (a) California Regional Water Quality Control Board, and (b) Environmental Geoscience Services, 909 Electric Avenue, Suite 312, Seal Beach, California, 90740, attention Jeff Findl, regarding the Site, the following information is herein acknowledged:

6.2.1 The Goodrows warrant that, they have no information that Site 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 Site, which may require remediation work to comply with applicable Environmental Laws, as confirmed by two "no further action" letters issued by the California Regional Water Quality Control Board, dated March 26, 1997 and December 2, 2004.

6.2.2 The Goodrows warrant that there are no buried or partially buried storage tanks located on the Site.

6.2.3 The Goodrows warrant that the Site has been assessed by Environmental Geoscience Services and that the California Regional Water Quality Control Board (RWQCB) determined that no further remediation of the Hazardous Substances found on the Site is required under applicable law as evidenced by two "no further action" letters, dated March 26, 1997 and December 2, 2004 (see Exhibit G), issued by the RWQCB.

6.2.4 The Goodrows warrant that the Site has never been used as a dump or landfill.

6.2.5 The Goodrows 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 Goodrows in connection with the Site concerning Hazardous Substances, including all files and records concerning the Site and Packard Property maintained by Environmental Geoscience Services, and their agent Jeff Findl. Goodrows duty to disclose subsequently discovered information concerning the Site extends through the Close of Escrow.

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

6.2.7 No condition on the Property, 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.

6.2.8 The Goodrows have full right and power to execute this Agreement. When executed and delivered, all parties having an interest in the Site shall be lawfully bound by the terms of this Agreement. The Goodrows are the sole owner of the Property, free and clear of all liens, claims, encumbrances, easements, encroachments on the Site from adjacent properties, encroachments by improvements or vegetation on the Site onto adjacent Site, or rights of way of any nature. The Goodrows shall not further transfer, lease or encumber the Property or allow the Site to be further encumbered until expiration of the temporary construction easement.

6.2.9 Any information that the Goodrows have delivered to the City, either directly, indirectly, or through the Goodrows agents, are accurate and the Goodrows have disclosed all material facts with respect to the Site.

6.2.10 Goodrows are not aware of any pending litigation or threatened litigation which does or may adversely affect the Property. This Agreement is entered into as a result of and to resolve the Condemnation Action.

6.2.11 Excepting the Condemnation Action, there are no other actions or proceedings pending or threatened against the Goodrows, before any court or

administrative agency in any way connected with or relating to the Site, or affecting the Goodrows ability to fulfill all of his obligations under this Agreement.

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

6.2.13 Goodrows have furnished a copy of the California Regional Water Quality Control Board writings declaring that “no further action” is required with respect to Site remediation activities. Exhibit G.

6.2.14 Goodrows acknowledge that Environmental Geoscience Services, by and through their agent Jeff Findl, has prepared at least two site assessment reports and furnished these reports to the California Regional Water Quality Control Board for their records prior to the issuance of the “no further action” letters by the California Regional Water Quality Control Board to the Goodrows. Goodrows further acknowledge that some of the backup material to the aforementioned site assessments performed by Environmental Geoscience Services may not be in the California Regional Water Quality Control Board files. This represents the complete knowledge of the Goodrows on the environmental condition of the Site.

7. Deposit of Documents in Escrow.

7.1 Goodrows Deliveries. Goodrows 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 deed for the fee portions of the Property duly executed and acknowledged by Goodrows in the form of Exhibit D attached hereto (the “Grant Deed”);

7.1.2 An easement deed for the temporary construction easement portions of the Property duly executed and acknowledged by Goodrows in the form of Exhibit E attached hereto (the “Easement Deed”);

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

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

7.1.5 Such proof of Goodrows 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. 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:

8.1 Title Company can issue the Title Policy;

8.2 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;

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

8.4 Goodrows 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 share of closing costs of the Escrow.

8.5 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 Deed.

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 Property, and for recording the Grant Deed on the Property, if necessary, and any documentary or other local transfer taxes on the transfer of the Property, if any; however, Escrow Holder is hereby notified that the transfer of the Property 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 Site 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 Goodrows shall, when the tax rate is fixed, make any necessary adjustment.

10. City's Contingencies. For the benefit of City, the Close of Escrow and City's obligation to consummate the purchase of the Property 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:

10.1 Goodrows delivery of all documents required to be delivered by Goodrows pursuant to Section 7.

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

10.3 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 Property, 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 site 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 Site shall not alter or diminish the Goodrows representations or warranties under this Agreement, and the Goodrows acknowledge and agree that the City is nonetheless relying on the Goodrows representations and warranties made herein, unless such representation or warranty is specifically waived in whole or in part by the City in writing.

City shall complete its inspections and investigation of the Site by September 1, 2005.

10.4 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. Goodrows Contingencies. For the benefit of Goodrows, the Close of Escrow and Goodrows obligation to consummate the sale of the Property 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 Goodrows 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 Goodrows 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 13, all such notices shall be addressed as follows:

If to Goodrow Properties, LLC:

Goodrow Properties, LLC
Donald C. Goodrow & Rosalyn Goodrow,
Trustees of the Goodrow Family Trust
of 1986
31316 Via Colinas, #101
Westlake Village, California 91362

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
30101 Agoura Road, Suite 102
Agoura Hills, California 91301
Attention: Jim Thorsen, Assistant City
Manager
Fax: (818) 597-7352

With a copy to:

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

If to Escrow Company:

Commerce Escrow Company
1545 Wilshire Boulevard, Suite 600
Los Angeles, California 90017
Attn: Mark Minsky

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.

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

15. 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.

16. 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.

17. 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

18. Miscellaneous.

18.1 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.

18.2 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 Goodrows 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 Goodrows 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 which is not contained herein shall be valid or binding on City or Goodrows.

18.3 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.

18.4 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 Goodrows' 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 Goodrows, (b) survive the sale of the Site by Goodrows, and (c) shall not bind any subsequent owner, tenant or occupant of the Site.

18.5 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.

18.6 Survival. The provisions hereof shall not be merged into the Grant Deed but rather shall survive any conveyance hereunder and the delivery of all consideration.

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

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

18.9 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.

18.10 Interpretation and Construction.

18.10.1 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.

18.10.2 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.

18.10.3 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.

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

18.11 No Goodrows Relocation Assistance. The just compensation to be paid by the City to the Goodrows for the Property is the Purchase Price, which amount includes compensation for all land and improvements pertaining to the realty and temporary construction easement. City shall have no further obligation to Goodrows under federal or State Eminent Domain Law. The Goodrows agree that other than improvements acquired through this Agreement, they maintain no personal and no business presence on the Property. Goodrows are informed and acknowledge that the City has no obligations to the Goodrows under federal or State Relocation Assistance and Real Property Acquisition statutes and guidelines.

18.12 Release.

18.12.1 Goodrows 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 Goodrows now has or may have against City arising from the acquisition of the 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 the City.

18.12.2 This release is intended as a full and complete release and discharge of any and all such claims that Goodrows 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, Goodrows 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. Goodrows expressly waive all rights under Section 1542 of the Civil Code of the State of California, which Goodrows 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.

18.12.3 Goodrows 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. Goodrows 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. Goodrows 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.

18.12.4 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.

18.13 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.

18.14 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.

18.15 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.

18.16 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.

18.17 Required Consents.

On or prior to the Closing Date, Goodrows shall obtain all consents by third Persons (the "Required Consents") necessary to effect the transfer to City of Goodrows' rights, title and interest in and to the 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 Goodrows obligation to obtain the Required Consents by the Closing Date; provided that Goodrows 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.

18.18 Title and Other Interests in Acquired Assets.

Goodrows have good and marketable title in Property and has the complete and unqualified right to sell, assign and deliver such Property 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 Property, free and clear of any restriction on transfer or use and any lien created by Goodrows or any other person. No person other than Goodrows have any right or interest in the Property, including the right to grant interests in the Property to City.

18.19 Fraudulent Conveyance.

Goodrows are not now insolvent and will not be rendered insolvent by the sale, transfer of the Property pursuant to the terms of this Agreement. Goodrows 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 Goodrows to any portion of the Property.

18.20 Brokers' Fees.

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

18.21 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. Goodrows 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.

18.22 Disclosure.

The representations or warranties contained in this Agreement and the other information or documents furnished pursuant to this Agreement by Goodrows 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.

18.23 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 Goodrows 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.

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

18.25 Effect of Termination.

In the event of termination of this Agreement by City or Goodrows as provided in Section 18.23, 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.

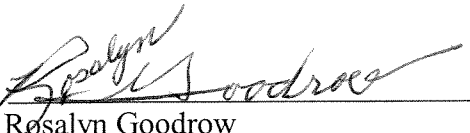
GOODROW PROPERTIES, LLC:

CITY:

CITY OF AGOURA HILLS, a California municipal corporation

By: 
Donald C. Goodrow

By: _____
Name: _____
Its: Mayor

By: 
Rosalyn Goodrow

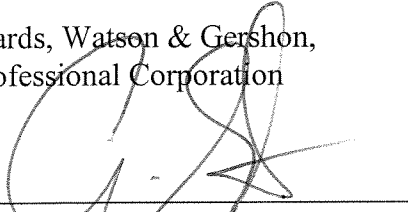
ATTEST:

By: _____
Name: _____
Its: City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Richards, Watson & Gershon,
A Professional Corporation

By: 
Craig A. Steele, City Attorney

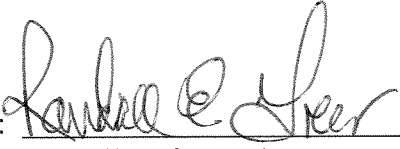
By: 
Randall E. Greer, Attorney
Representing the Goodrow Properties,
LLC

Exhibit A

View Enlarged Map View Printing Instructions

County of Los Angeles: Rick Auerbach, Assessor

2061	4	SCALE 1" = 200'	TRA	11465	11469	11465	11469	OFFICE OF ASSESSOR COUNTY OF LOS ANGELES
				8146	8110	8145	8145	
				11464	8110	8145	8145	

REVISED
 #10518206-1
 #10518206-4
 #10518206-5
 #10518206-6
 #10518206-7
 #10518206-8
 #10518206-9
 #10518206-10
 #10518206-11
 #10518206-12
 #10518206-13
 #10518206-14
 #10518206-15
 #10518206-16
 #10518206-17
 #10518206-18
 #10518206-19
 #10518206-20
 #10518206-21
 #10518206-22
 #10518206-23
 #10518206-24
 #10518206-25
 #10518206-26
 #10518206-27
 #10518206-28
 #10518206-29
 #10518206-30

2000

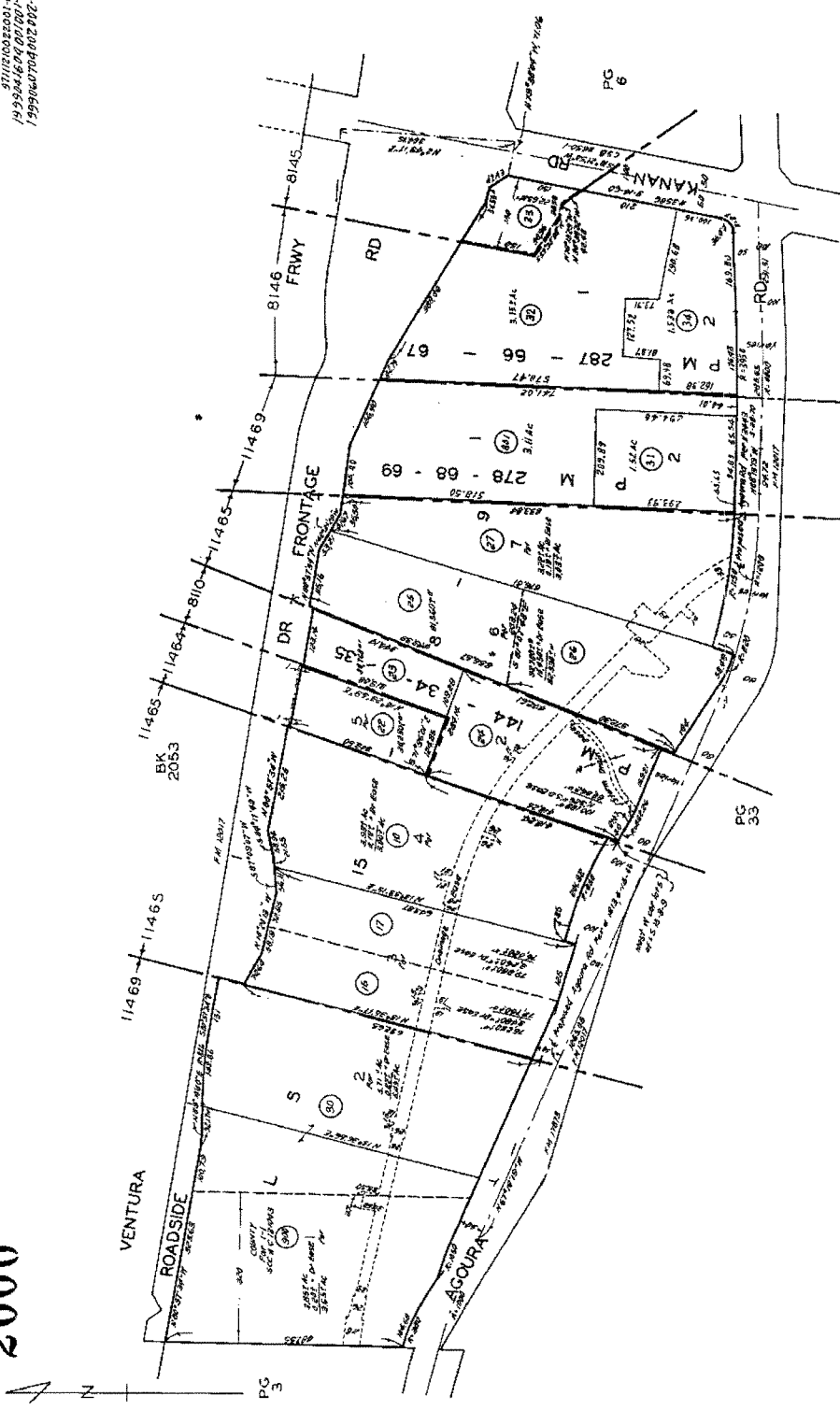


Exhibit B

Legal Descriptions
Portion APN 2061-004-017

Those portions of Parcel 3, in the City of Agoura Hills, County of Los Angeles, State of California, as per map filed in Book 15 pages 8 and 9 of Records of Survey, in the Office of the County Recorder of said County, lying within the following described strips of land:

Road (Fee):

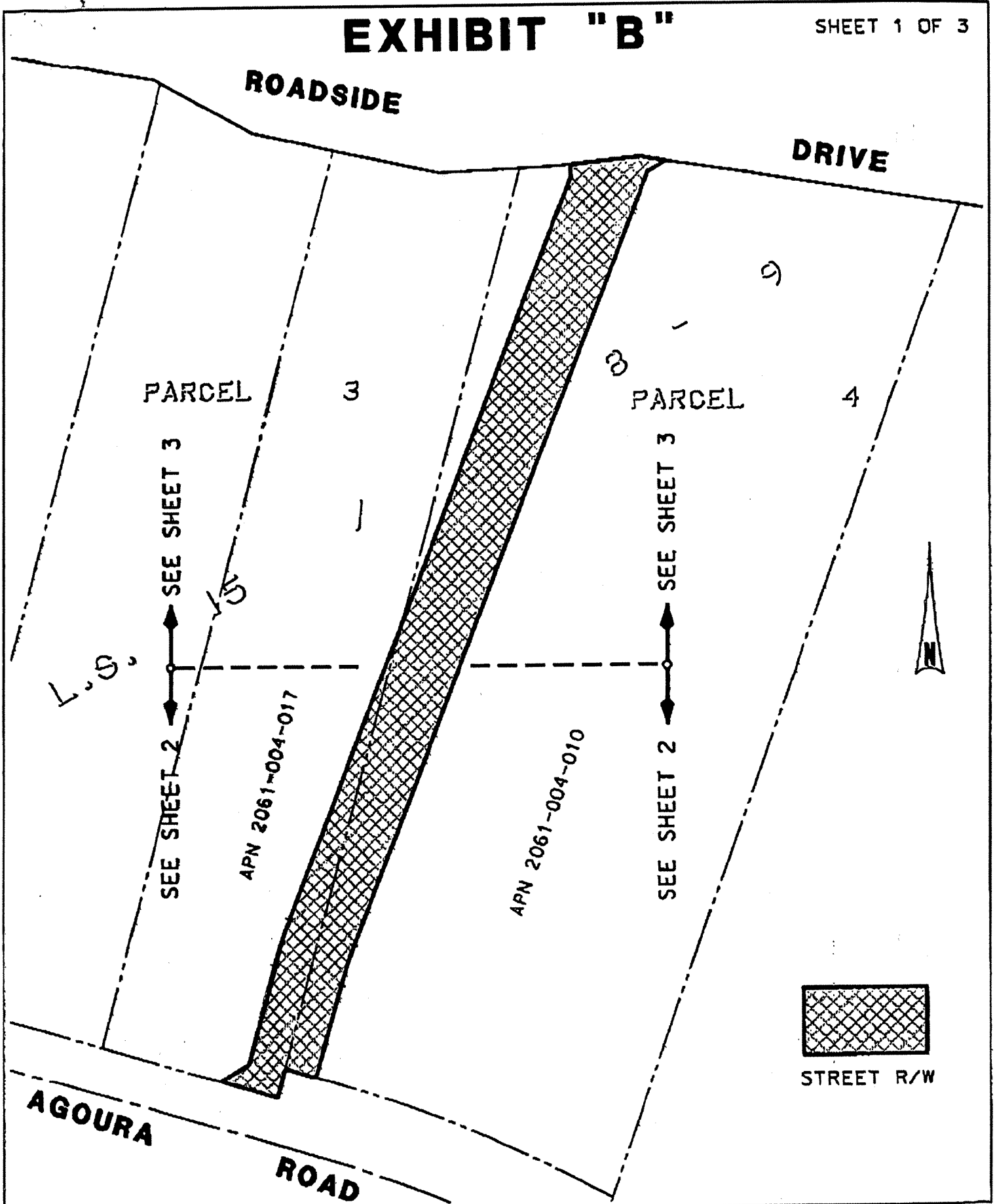
Beginning at an angle point on the southerly line of Roadside Drive, also being the easterly terminus of that certain course described as "S 84°17'49" W, 58.94 feet" in that certain deed to the State of California recorded September 1, 1972 in Book D5589, Page 115, Official Records of said County, said course having a bearing of South 84°26'52" West for the purposes of this legal description; thence

Along said southerly line, South 80°48'31" East, 5.379 meters;
Thence leaving said southerly line, South 58°47'04" West, 4.215 meters;
Thence South 20°58'55" West, 169.242 meters to the beginning of a curve concave easterly and having a radius of 92.800 meters;
Thence southerly along said curve 8.489 meters through a central angle of 5°14'29";
Thence South 15°44'26" West, 19.352 meters to the northerly line of Agoura Road, as described in document recorded January 14, 1963 in Book D1884 Pages 649 as Instrument No. 3982, Official Records of said County, said northerly line being 15.239 meters (50 feet) northerly of the existing centerline of said Agoura Road as established per map of CSB-3018-2 on file in the Office of the County Surveyor of said County;
Thence along said northerly line, North 74°15'34" West, 6.640 meters to the westerly line of said Parcel 4;
Thence southerly along said westerly line South 14°51'10" West, 6.097 meters to the northerly line of said Agoura Road, 9.144 meters (30 feet) northerly of said centerline;
Thence along said northerly line, North 74°15'34" West, 12.611 meters;
Thence leaving said northerly line, North 59°31'52" East, 6.873 meters;
Thence North 15°44'26" East, 20.487 meters to the beginning of a curve concave easterly having a radius of 107.200 meters and which is concentric with the aforementioned curve having a radius of 92.800 meters;
Thence northerly along said curve, 9.807 meters through a central angle of 5°14'29";
Thence North 20°58'55" East, 162.644 meters;
Thence North 00°53'36" East, 2.682 meters to said southerly line of Roadside Drive;
Thence along said southerly line, North 84°26'52" East, 17.965 meters to the Point of Beginning.

Contains 497 square meters (5,350 square feet), more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof

EXHIBIT "B"



Willdan

WILLDAN
 ENGINEERS & PLANNERS
 13191 CROSSROADS PARKWAY NORTH, SUITE 405
 INDUSTRY, CA. 91746-3492
 (562) 908-8200

SCALE 1 : 1000	DATE NOV 5, 2004
DRAWN BY D. BEYERBACH	PACKARD-1.DGN
CHECKED BY D. KNELL	AGOURA HILLS/ KAMAN ROAD/ RIGHT-OF-WAY

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

EXHIBIT "B"

SEE SHEET 3

PARCEL 3

PARCEL 4

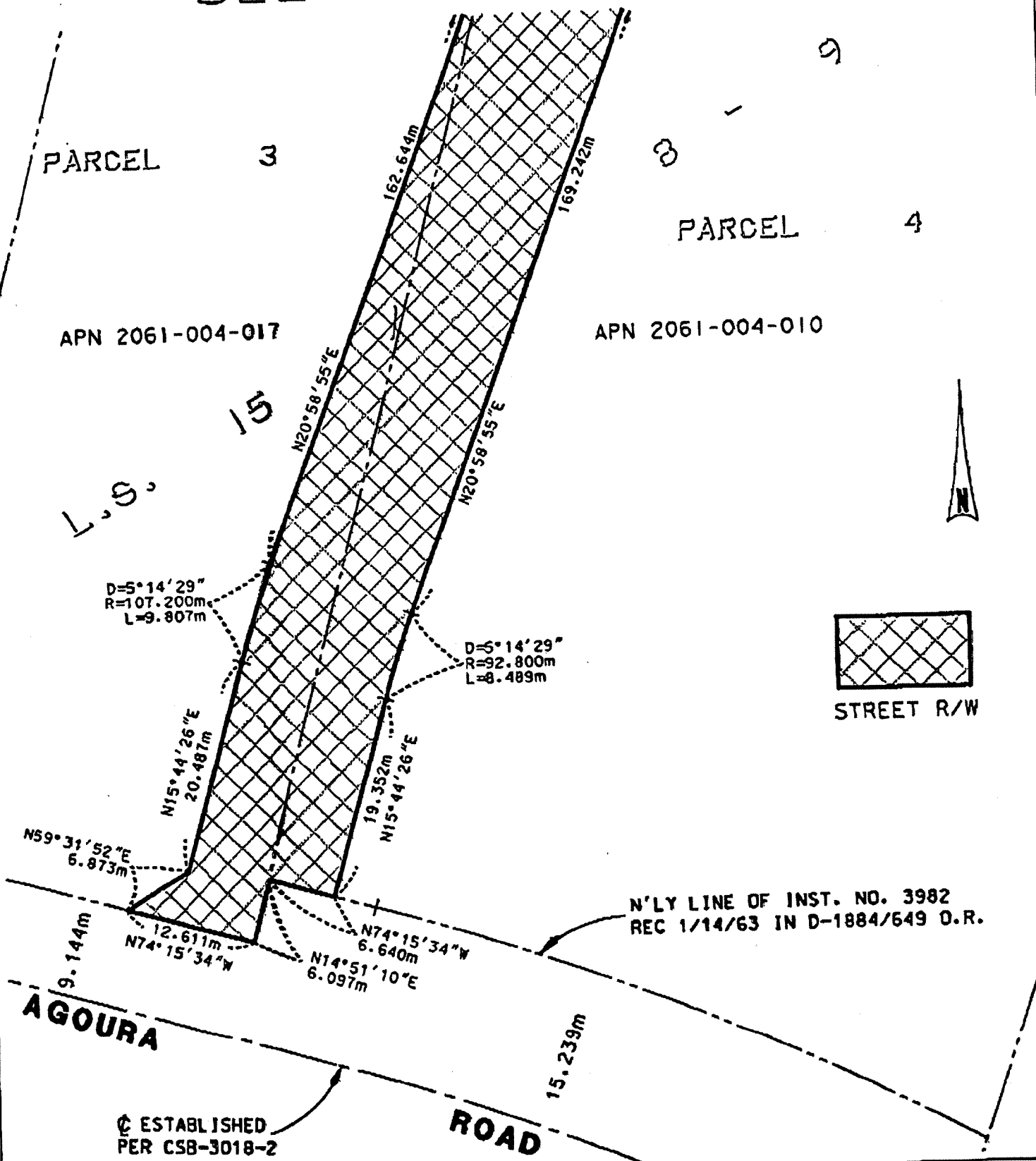
APN 2061-004-017

APN 2061-004-010

L.S.
15



STREET R/W



D=5°14'29"
R=107.200m
L=9.807m

D=5°14'29"
R=92.800m
L=8.489m

N59°31'52"E
6.873m

N15°44'26"E
20.487m

N15°44'26"E
19.352m

N74°15'34"W
12.611m

N14°51'10"E
6.097m

N74°15'34"W
6.640m

N'LY LINE OF INST. NO. 3982
REC 1/14/63 IN D-1884/649 O.R.

AGOURA

ROAD

ESTABLISHED
PER CSB-3018-2



WILLDAN
ENGINEERS & PLANNERS
13181 CROSSROADS PARKWAY NORTH, SUITE 405
INDUSTRY, CA. 91746-3497
(562) 908-6200

SCALE 1 : 500	DATE NOV 5, 2004
DRAWN BY D. BEYERBACH	PACKARD-2.DGN
CHECKED BY D. KNELL	AGOURA HILLS/ TANAN ROAD/ RIGHT-OF-WAY

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

EXHIBIT "B"

ROADSIDE

DRIVE

PARCEL 3

PARCEL 4

APN 2061-004-017

APN 2061-004-010

L.S.

15

N84°26'52"E
17.965m

5.379m

14.127m

N80°48'31"W
177.397m

N00°53'36"E
2.682m

N58°47'04"E
4.215m

S'LY LINE OF
05589/115

162.644m

169.242m

N20°58'55"E

N20°58'55"E



STREET R/W

SEE

SHEET

2



WILLDAN
ENGINEERS & PLANNERS
13191 CROSSROADS PARKWAY NORTH, SUITE 405
INDUSTRY, CA. 91748-3497
(562) 808-6200

SCALE 1 : 500	DATE NOV 5, 2004
DRAWN BY D. BEYERBACH	PACKARD-3.DGN
CHECKED BY D. KNELL	AGOURA HILLS/ KANAN ROAD/ RIGHT-OF-WAY

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

Exhibit C

Westerly Temporary Construction Easement

Commencing at an angle point on the southerly line of Roadside Drive, also being the easterly terminus of that certain course described as "S 84°17'49" W, 58.94 feet" in that certain deed to the State of California recorded September 1, 1972 in Book D5589, Page 115, Official Records of said County, said course having a bearing of South 84°26'52" West for the purposes of this legal description; thence

Along said southerly line, South 80°48'31" East, 5.379 meters;
 Thence leaving said southerly line, South 58°47'04" West, 4.215 meters;
 Thence South 20°58'55" West, 169.242 meters to the beginning of a curve concave easterly and having a radius of 92.800 meters;
 Thence southerly along said curve 8.489 meters through a central angle of 5°14'29";
 Thence South 15°44'26" West, 19.352 meters to the northerly line of Agoura Road, as described in document recorded January 14, 1963 in Book D1884 Page 649 as Instrument No. 3982, Official Records of said County, said northerly line being 15.239 meters (50 feet) northerly of the existing centerline of said Agoura Road as established per map of CSB-3018-2 on file in the Office of the County Surveyor of said County,
 Thence along said northerly line, North 74°15'34" West, 6.640 meters to the westerly line of said Parcel 4;
 Thence southerly along said westerly line South 14°51'10" West, 6.097 meters to the northerly line of said Agoura Road, 9.144 meters (30 feet) northerly of said centerline;
 Thence along said northerly line, North 74°15'34" West, 12.611 meters to the **True Point of Beginning**;
 Thence leaving said northerly line, North 59°31'52" East, 6.873 meters;
 Thence North 15°44'26" East, 20.487 meters to the beginning of a curve concave easterly and having a radius of 107.200 meters;
 Thence northerly along said curve, 9.807 meters through a central angle of 5°14'29";
 Thence North 20°58'55" East, 162.644 meters;
 Thence North 00°53'36" East, 2.682 meters to said southerly line of Roadside Drive as described in said deed to the State of California;
 Thence along said southerly line, South 84°26'52" West, 2.324 meters;
 Thence leaving said southerly line, South 20°58'55" West, 164.124 meters to the beginning of a curve concave easterly and having a radius of 110.200 meters and which is concentric with the aforementioned curve having a radius of 107.200 meters;
 Thence southerly along said curve, 10.081 meters through a central angle of 5°14'29";
 Thence South 15°44'26" West, 20.148 meters;
 Thence South 59°31'52" West, 7.342 meters to said northerly line of Agoura Road;
 Thence along said northerly line, South 74°15'34" East, 3.325 meters to the TruePoint of Beginning.

Contains 342 square meters (3,681 square feet), more or less.

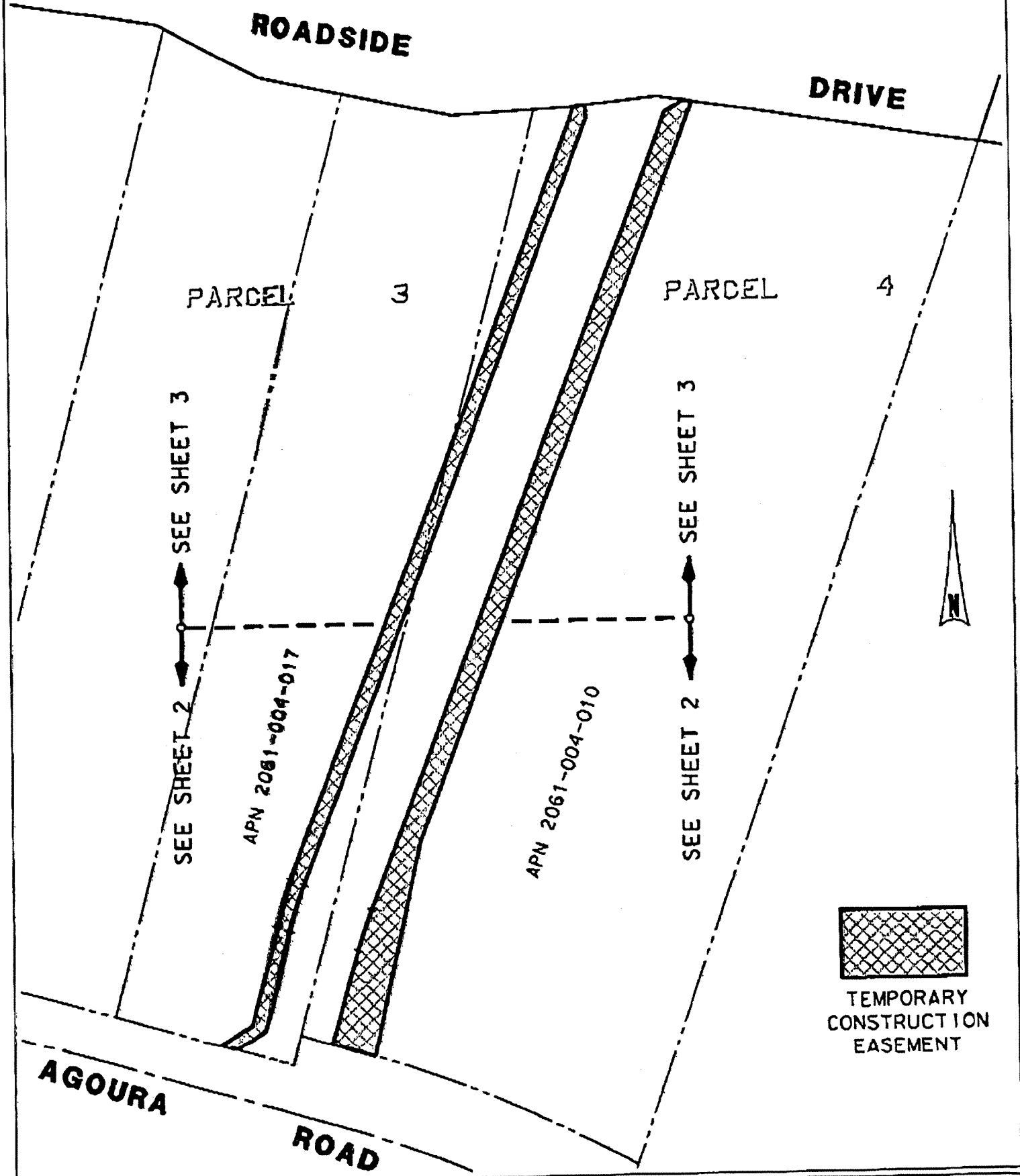
As shown on Exhibit "C" attached hereto and by this reference made a part hereof


David O. Knell 11-9-04
David O. Knell PLS 5301 Date

C:\wpdocs\kananroad\2061-004-010.doc
November 9, 2004



EXHIBIT "C"



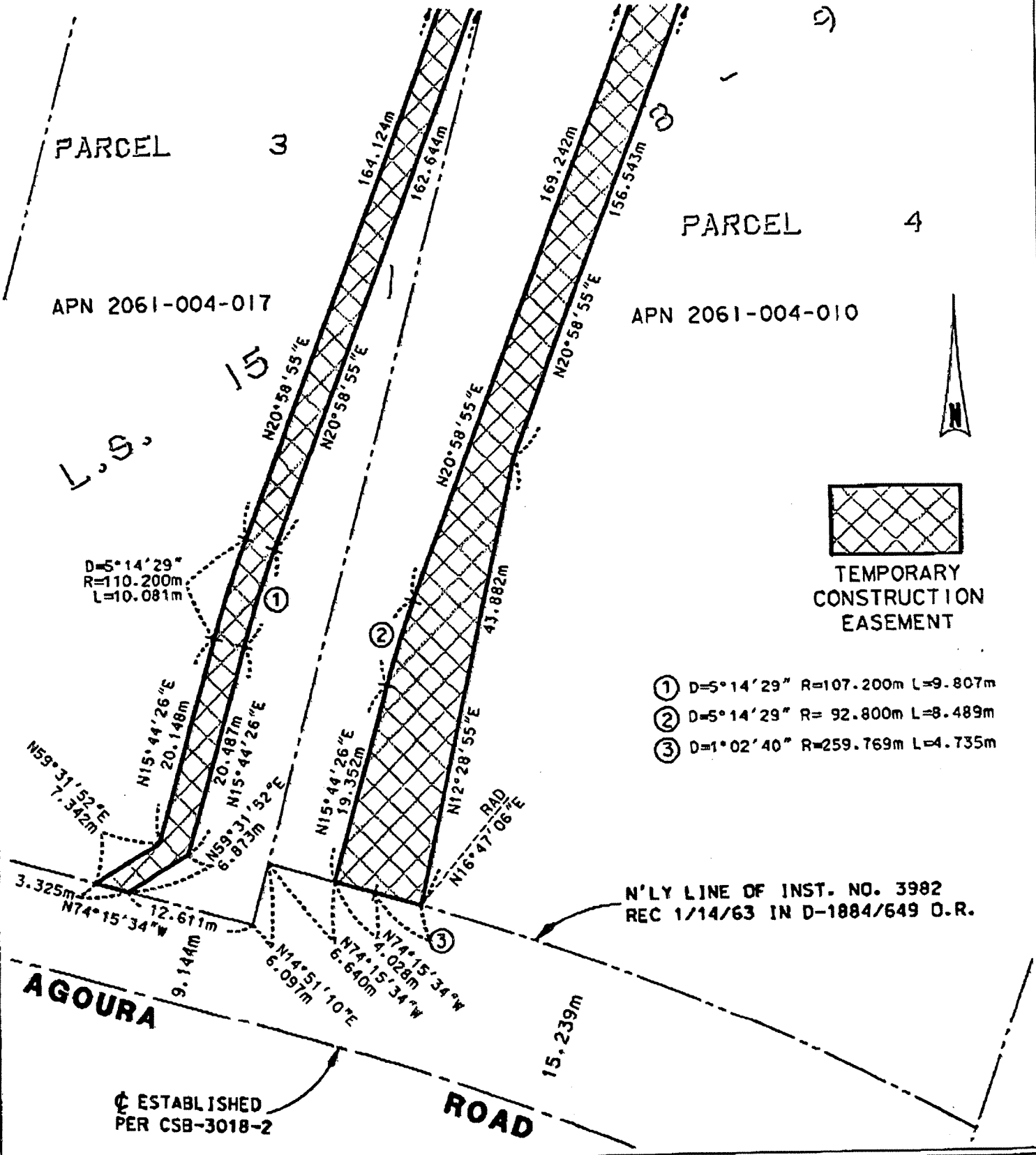
Willdan

WILLDAN
 ENGINEERS & PLANNERS
 13191 CROSSROADS PARKWAY, SUITE 405
 INDUSTRY, CA. 91760-3497
 (562) 908-6200

SCALE 1 : 1000	DATE NOV 5, 2004
DRAWN BY D. BEYERBACH	PACKARD-1-T.DCN
CHECKED BY D. KNELL	AGOURA HILLS/ KANAN ROAD/ RIGHT-OF-WAY

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

EXHIBIT "C"

SEE SHEET 3



Willdan
W
WILLDAN
 ENGINEERS & PLANNERS
 13191 CROSSROADS PARKWAY NORTH, SUITE 405
 INDUSTRY, CA. 91746-3497
 (562) 908-6200

SCALE 1 : 500	DATE NOV 5, 2004
DRAWN BY D. BEYERBACH	PACKARD-2-DGN
CHECKED BY D. KNELL	AGOURA HILLS/ KANAN ROAD/ RIGHT-OF-WAY

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

EXHIBIT "C"

ROADSIDE

DRIVE

PARCEL 3

PARCEL 4

APN 2061-004-017

APN 2061-004-010

S'LY LINE OF D5589/115

L.S.

15

3

SEE

SHEET

2



TEMPORARY CONSTRUCTION EASEMENT



WILLDAN
ENGINEERS & PLANNERS
13191 CROSSROADS PARKWAY NORTH, SUITE 405
INDUSTRY, CA. 91748-3497
(562) 908-6200

SCALE 1 : 500	DATE NOV 5, 2004
DRAWN BY D. BEYERBACH	PACKARD-3-T. DGN
CHECKED BY D. KNELL	AGOURA HILLS/ KAMAN ROAD/ RIGHT-OF-WAY

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

Exhibit D

EXHIBIT D
GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Goodrow Properties, LLC

hereby GRANT(S) to

City of Agoura Hills

all of the following described real property located in the County of Los Angeles, State of California, together with any and all improvements, easements, privileges and rights appurtenant thereto:

See Exhibit A for legal description and maps attached hereto and incorporated herein by this reference.

Dated: _____, 2005

By: _____

By: _____

State of California)
) ss.
County of Los Angeles)

On _____, 2005, before me, _____, a Notary Public in and for said County and State, personally appeared _____, and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

EXHIBIT "A"

Legal Descriptions Portion APN 2061-004-017

Those portions of Parcel 3, in the City of Agoura Hills, County of Los Angeles, State of California, as per map filed in Book 15 pages 8 and 9 of Records of Survey, in the Office of the County Recorder of said County, lying within the following described strips of land:

Road (Fee):

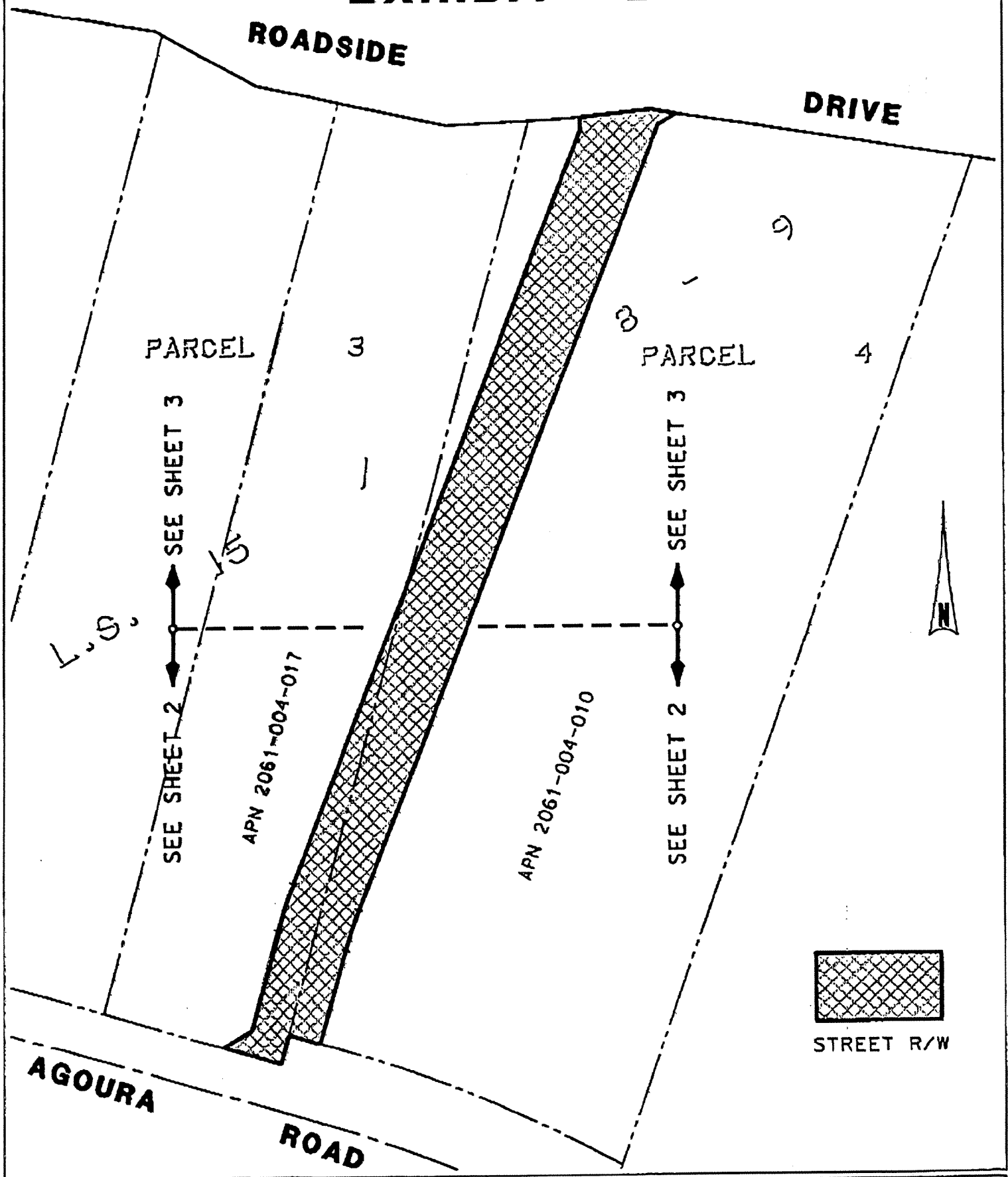
Beginning at an angle point on the southerly line of Roadside Drive, also being the easterly terminus of that certain course described as "S 84°17'49" W, 58.94 feet" in that certain deed to the State of California recorded September 1, 1972 in Book D5589, Page 115, Official Records of said County, said course having a bearing of South 84°26'52" West for the purposes of this legal description; thence

Along said southerly line, South 80°48'31" East, 5.379 meters;
Thence leaving said southerly line, South 58°47'04" West, 4.215 meters;
Thence South 20°58'55" West, 169.242 meters to the beginning of a curve concave easterly and having a radius of 92.800 meters;
Thence southerly along said curve 8.489 meters through a central angle of 5°14'29";
Thence South 15°44'26" West, 19.352 meters to the northerly line of Agoura Road, as described in document recorded January 14, 1963 in Book D1884 Pages 649 as Instrument No. 3982, Official Records of said County, said northerly line being 15.239 meters (50 feet) northerly of the existing centerline of said Agoura Road as established per map of CSB-3018-2 on file in the Office of the County Surveyor of said County;
Thence along said northerly line, North 74°15'34" West, 6.640 meters to the westerly line of said Parcel 4;
Thence southerly along said westerly line South 14°51'10" West, 6.097 meters to the northerly line of said Agoura Road, 9.144 meters (30 feet) northerly of said centerline;
Thence along said northerly line, North 74°15'34" West, 12.611 meters;
Thence leaving said northerly line, North 59°31'52" East, 6.873 meters;
Thence North 15°44'26" East, 20.487 meters to the beginning of a curve concave easterly having a radius of 107.200 meters and which is concentric with the aforementioned curve having a radius of 92.800 meters;
Thence northerly along said curve, 9.807 meters through a central angle of 5°14'29";
Thence North 20°58'55" East, 162.644 meters;
Thence North 00°53'36" East, 2.682 meters to said southerly line of Roadside Drive;
Thence along said southerly line, North 84°26'52" East, 17.965 meters to the Point of Beginning.

Contains 497 square meters (5,350 square feet), more or less.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof

EXHIBIT "B"

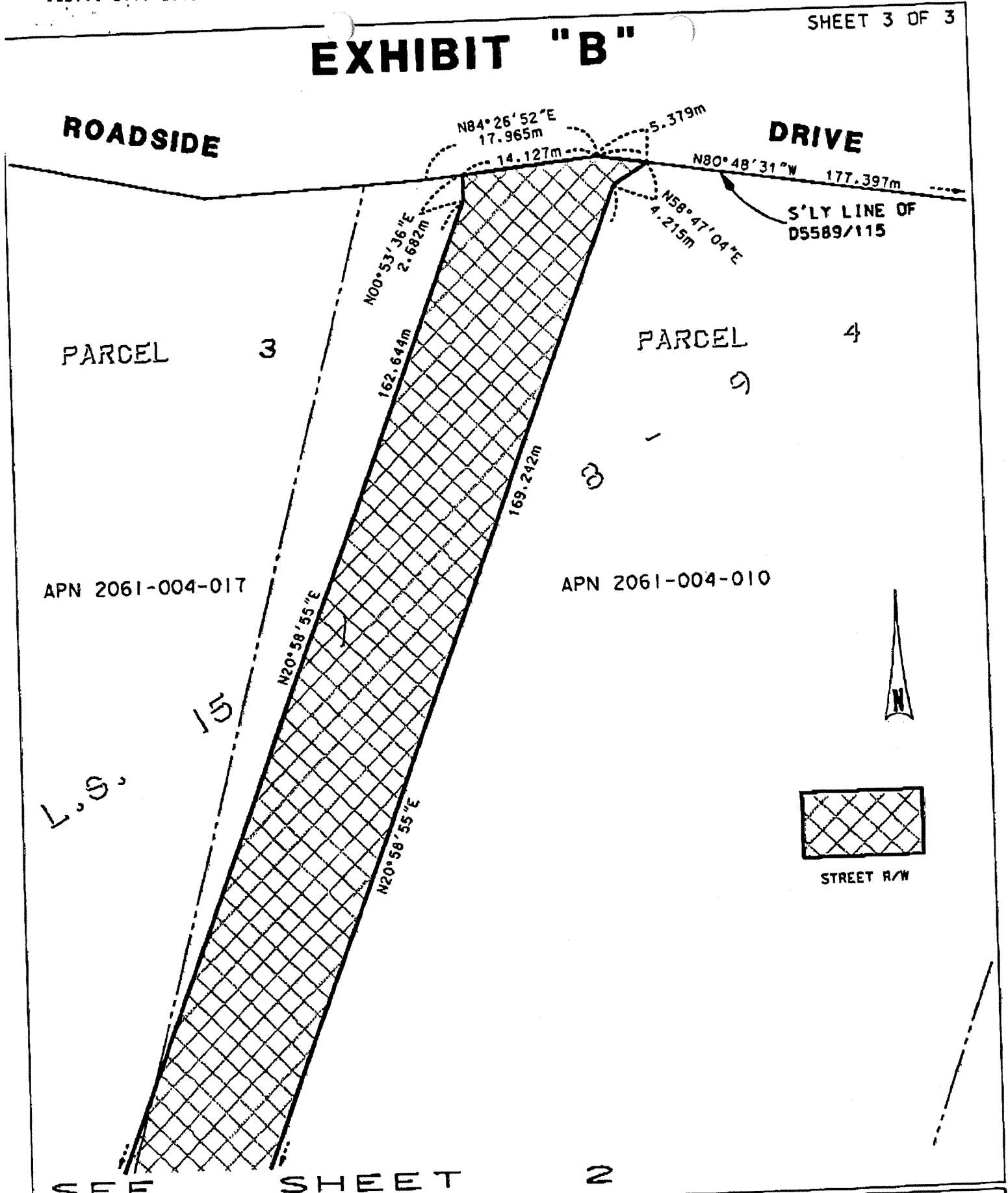


WILLDAN
 ENGINEERS • PLANNERS
 13131 CROSSROADS PARKWAY NORTH, SUITE 405
 INDUSTRY, CA. 91746-3497
 (562) 908-8200

SCALE 1 : 1000	DATE NOV 5, 2004
DRAWN BY D. BEYERBACH	PACKARD-1.DGN
CHECKED BY D. KNELL	AGOURA HILLS/ KANAN ROAD/ RIGHT-OF-WAY

**SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION**

EXHIBIT "B"



S'LY LINE OF D5589/115



STREET R/W

SEE SHEET 2


 <p>Willdan ENGINEERS • PLANNERS 13191 CROSSROADS PARKWAY NORTH, SUITE 409 INDUSTRY, CA. 91748-3497 (562) 808-6200</p>	SCALE 1 : 500	DATE NOV 5, 2004	<p>SKETCH TO ACCOMPANY LEGAL DESCRIPTION</p>
	DRAWN BY D. BEYERBACH	PACKARD-3.DGN	
	CHECKED BY D. KNELL	AGOURA HILLS/ KANAN ROAD/ RIGHT-OF-WAY	

Exhibit E

EXHIBIT E

TEMPORARY CONSTRUCTION EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Goodrow Properties, LLC

hereby GRANT(S) to

City of Agoura Hills

a temporary construction easement over the following described real property located in the County of Los Angeles, State of California, for a period not to exceed twelve months, beginning March 1, 2005, including any privileges and rights appurtenant thereto:

See Exhibit A for legal description and maps attached hereto and incorporated herein by this reference.

Dated: _____, 2005

By: _____

By: _____

State of California)
) ss.
County of Los Angeles)

On _____, 2005, before me, _____, a Notary Public in and for said County and State, personally appeared _____, and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

Westerly Temporary Construction Easement

Commencing at an angle point on the southerly line of Roadside Drive, also being the easterly terminus of that certain course described as "S 84°17'49" W, 58.94 feet" in that certain deed to the State of California recorded September 1, 1972 in Book D5589, Page 115, Official Records of said County, said course having a bearing of South 84°26'52" West for the purposes of this legal description; thence

Along said southerly line, South 80°48'31" East, 5.379 meters;
Thence leaving said southerly line, South 58°47'04" West, 4.215 meters;
Thence South 20°58'55" West, 169.242 meters to the beginning of a curve concave easterly and having a radius of 92.800 meters;
Thence southerly along said curve 8.489 meters through a central angle of 5°14'29";
Thence South 15°44'26" West, 19.352 meters to the northerly line of Agoura Road, as described in document recorded January 14, 1963 in Book D1884 Page 649 as Instrument No. 3982, Official Records of said County, said northerly line being 15.239 meters (50 feet) northerly of the existing centerline of said Agoura Road as established per map of CSB-3018-2 on file in the Office of the County Surveyor of said County,
Thence along said northerly line, North 74°15'34" West, 6.640 meters to the westerly line of said Parcel 4;
Thence southerly along said westerly line South 14°51'10" West, 6.097 meters to the northerly line of said Agoura Road, 9.144 meters (30 feet) northerly of said centerline;
Thence along said northerly line, North 74°15'34" West, 12.611 meters to the **True Point of Beginning**;
Thence leaving said northerly line, North 59°31'52" East, 6.873 meters;
Thence North 15°44'26" East, 20.487 meters to the beginning of a curve concave easterly and having a radius of 107.200 meters;
Thence northerly along said curve, 9.807 meters through a central angle of 5°14'29";
Thence North 20°58'55" East, 162.644 meters;
Thence North 00°53'36" East, 2.682 meters to said southerly line of Roadside Drive as described in said deed to the State of California;
Thence along said southerly line, South 84°26'52" West, 2.324 meters;
Thence leaving said southerly line, South 20°58'55" West, 164.124 meters to the beginning of a curve concave easterly and having a radius of 110.200 meters and which is concentric with the aforementioned curve having a radius of 107.200 meters;
Thence southerly along said curve, 10.081 meters through a central angle of 5°14'29";
Thence South 15°44'26" West, 20.148 meters;
Thence South 59°31'52" West, 7.342 meters to said northerly line of Agoura Road;
Thence along said northerly line, South 74°15'34" East, 3.325 meters to the **True Point of Beginning**.

Contains 342 square meters (3,681 square feet), more or less.

As shown on Exhibit "C" attached hereto and by this reference made a part hereof

David O. Knell 11-9-04
David O. Knell PLS 5301 Date

C:\wpdocs\kananroad\2061-004-010.doc
November 9, 2004

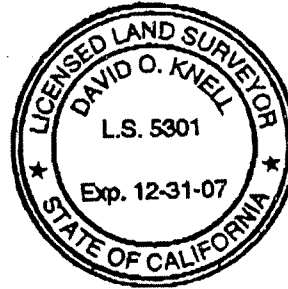
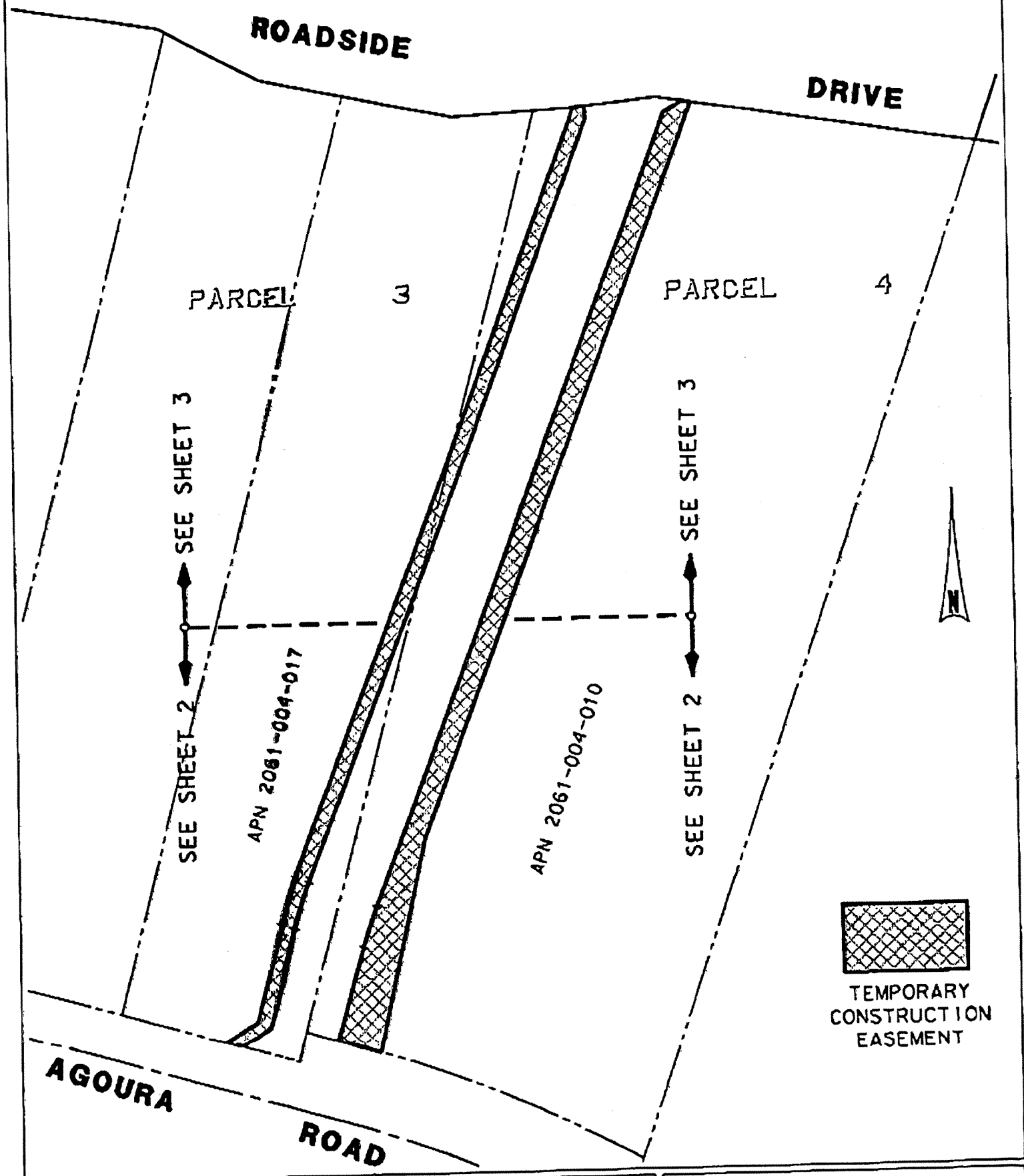


EXHIBIT "C"



WILLDAN
 ENGINEERS & PLANNERS
 13191 CROSSROADS PARKWAY SUITE 405
 INDUSTRY, CA. 91740-3497
 (952) 908-6200

SCALE 1 : 1000	DATE NOV 5, 2004
DRAWN BY D. BEYERBACH	PACKARD-1-T.DGN
CHECKED BY D. KNELL	AGOURA HILLS/ KAMAN ROAD/ RIGHT-OF-WAY

**SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION**

EXHIBIT "C"

SEE SHEET 3

PARCEL 3

APN 2061-004-017

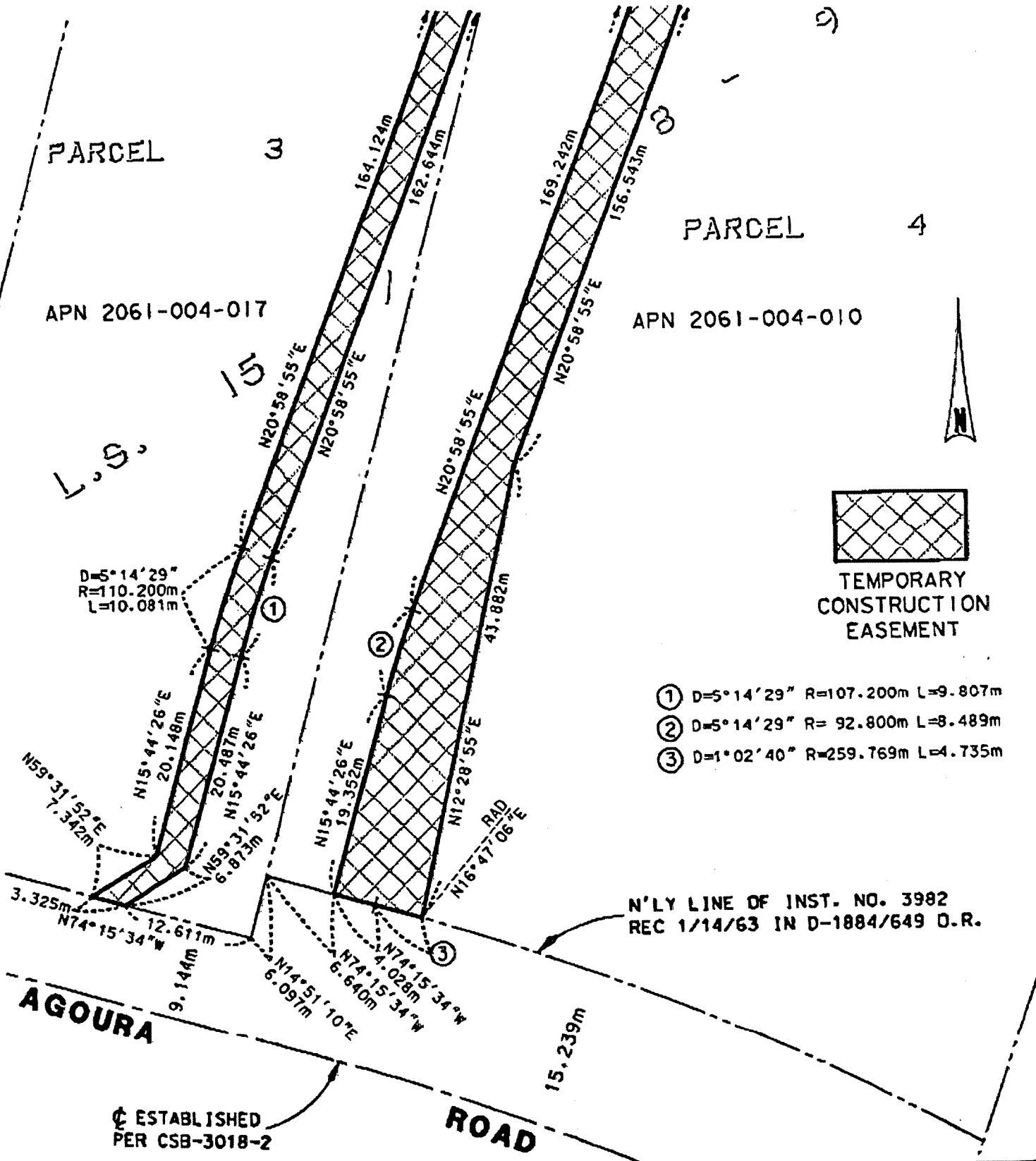
PARCEL 4

APN 2061-004-010



TEMPORARY
CONSTRUCTION
EASEMENT

- ① D=5°14'29" R=107.200m L=9.807m
- ② D=5°14'29" R= 92.800m L=8.489m
- ③ D=1°02'40" R=259.769m L=4.735m



WILLDAN
ENGINEERS • PLANNERS
13191 CROSSROADS PARKWAY NORTH, SUITE 409
INDUSTRY, CA. 91746-3497
(952) 908-6200

SCALE 1 : 500	DATE NOV 5, 2004
DRAWN BY D.BEYERBACH	PACKARD-2.DGN
CHECKED BY D.KNELL	AGOURA HILLS/ KANAM ROAD/ RIGHT-OF-WAY

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

EXHIBIT "C"

ROADSIDE

DRIVE

PARCEL 3

PARCEL 4

APN 2061-004-017

APN 2061-004-010

S'LY LINE OF D5589/115

L.S.

15

3

1

SEE

SHEET

2



WILLDAN
ENGINEERS & PLANNERS
13191 CROSSROADS PARKWAY NORTH, SUITE 405
INDUSTRY, CA. 91746-3497
(562) 908-6200

SCALE 1 : 500	DATE NOV 5, 2004
DRAWN BY D. BEYERBACH	PACKARD-3-T.DGN
CHECKED BY D. KNELL	AGOURA HILLS/ KANAN ROAD/ RIGHT-OF-WAY

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION



TEMPORARY
CONSTRUCTION
EASEMENT



Exhibit F

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 ("Agreement") dated as of _____, 2005, Goodrow Properties, LLC ("Transferor") will transfer that certain real property described in Exhibit B and Exhibit C 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 _____, 2005, at _____, California.

By: _____

Exhibit G



California Regional Water Quality Control Board

Los Angeles Region



Terry Tamminen
Secretary for
Environmental
Protection

Over 54 Years Serving Coastal Los Angeles and Ventura Counties
Recipient of the 2001 *Environmental Leadership Award* from Keep California Beautiful

Arnold Schwarzenegger
Governor

320 W. 4th Street, Suite 200, Los Angeles, California 90013
Phone (213) 576-6600 FAX (213) 576-6640 - Internet Address: <http://www.waterboards.ca.gov/losangeles>

December 2, 2004

Mr. Don Goodrow
P.O.Box 805
Agoura, CA 91376-0805

UNDERGROUND STORAGE TANK PROGRAM CASE CLOSURE HILLSIDE RUBBISH PROPERTY 29431 AGOURA ROAD, AGOURA (ID # I-08380A)

Dear Mr. Goodrow:

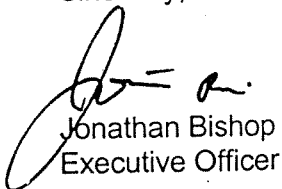
This letter confirms the completion of the site investigation and remedial action for the underground storage tank(s) formerly located at the above-described location. Thank you for your cooperation throughout this investigation. Your willingness and promptness in responding to our inquiries concerning the underground storage tanks is greatly appreciated.

Based on the available information in the above-referenced file and with the provision that the information provided to this agency was accurate and representative of site conditions, this agency finds that the site investigation and corrective action carried out at your underground storage tank(s) site is in compliance with the requirements of subdivisions (a) and (b) of section 25296.10 of the Health and Safety Code and with corrective action regulations adopted pursuant to section 25299.3 of the Health and Safety Code and that no further action related to the underground storage tank release is required.

This notice is issued pursuant to subdivision (g) of section 25296.10 of the Health and Safety Code.

Please contact Dr. Yue Rong at (213) 576-6710 or Mr. Jay Huang at (213) 576-6711 if you have any questions regarding this matter.

Sincerely,


Jonathan Bishop
Executive Officer

Cc: Yvonne Shanks, State Water Resources Control Board, Underground Storage Tank Cleanup Fund
Jim Thorsen, Assistant City Manager, City of Agoura Hills
Jeff Findl, Environmental Geoscience Services

California Environmental Protection Agency



Cal/EPA

Los Angeles
Regional Water
Quality Control
Board

101 Centre Plaza Drive
Monterey Park, CA
91754-2156
(213) 266-7500
FAX (213) 266-7600

March 26, 1997

Mr. Don Goodrow
Hillside Rubbish/West Lake Truck Leasing
P. O. Box 2100
Agoura Hills, CA 90301

007911-009380



Pete Wilson
Governor

**UNDERGROUND STORAGE TANK CASE CLOSURE
HILLSIDE RUBBISH/WEST LAKE TRUCK LEASING
29431 AGOURA ROAD, AGOURA HILLS (I-08380)**

0191401

Dear Mr. Goodrow:

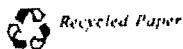
This letter confirms the completion of the site investigation and remedial action for the underground storage tank(s) formerly located at the above-described location. Thank you for your cooperation throughout this investigation. Your willingness and promptness in responding to our inquiries concerning the former underground storage tanks is greatly appreciated.

Based on the available information and with the provision that the information provided to this agency was accurate and representative of site conditions, no further action related to the underground storage tank release is required.

This notice is issued pursuant to a regulation contained in Section 2721(e) of Title 23 of the California Code of Regulations.

If you have groundwater monitoring wells and/or vapor extraction wells at the subject property, you must comply with the following:

1. All wells must be located and properly abandoned.
2. Well abandonment permits must be obtained from the Los Angeles County Department of Health Services, and all other necessary permits must be obtained from the appropriate agencies prior to the start of work.
3. You must submit a report on the abandonment of the wells to this office by May 16, 1997. This report must include at a minimum, a site map, a description of the well abandonment process, and copies of all signed permits.



Our mission is to preserve and enhance the quality of California's water resources and ensure their proper allocation and efficient use for the benefit of present and future generations


L 35021

Mr. Don Goodrow
March 26, 1997
Page Two

Please contact Mr. Harry Patel at (213) 266-7575 if you have any questions regarding this matter.

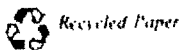
Sincerely,

LAWRENCE P. KOLB
Acting Executive Officer



JAMES D. KUYKENBALL
Supervising Water Resources Control Engineer
Underground Tanks Section

cc: Mr. Toru Okamoto, State Water Resources Control Board,
Underground Storage Tank Cleanup Fund
Mr. Alfredo Cardenas, Water Replenishment District of Southern California
Mr. Al Bragg, Los Angeles County Department of Health Services,
Water Well Permits/Well Abandonment
Mr. Carl Sjoberg, Los Angeles County Department of Public Works,
Environmental Programs Division, Underground Tanks
Mr. Jeff Findl, Environmental Geoscience Services



Our mission is to preserve and enhance the quality of California's water resources and ensure their proper allocation and efficient use for the benefit of present and future generations