

REPORT TO CITY COUNCIL

DATE: NOVEMBER 13, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: JESSICA FORTE, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

SUBJECT: PURCHASE AND SALE AGREEMENT AND JOINT ESCROW WITH THE KANAN GROUP, LLC

The City of Agoura Hills has commenced and completed negotiations with Kanan Group, LLC for the voluntary acquisition of a 113 square foot (sf) permanent drainage easement and a Right of Entry and Access Agreement from owners of the real property located at 5835 Kanan Road, Agoura Hills, California, 91301 and identified as Los Angeles County Tax Assessor's Parcel No. 2051-005-002. The recommended Purchase and Sale agreement, if approved, would allow escrow to be opened and the City Manager or his designee to process the easement and access agreement described above.

These property rights are being sought and required for the construction of the Storm Water Diversion Project (Project) that will provide water quality improvements, which include connecting storm drains to an adjacent public sewer line in order to re-direct dry-weather flows, installing drainage structures, and electrical pedestals (collectively referred to herein as the "Project"), at ten (10) locations throughout the City, including the back portion of the Kanan Group, LLC, property. The real property is currently improved with commercial retail improvements. Securing the rights to access this private site during construction and during future periodic maintenance operations is essential to the long term success of the Project.

The City invited the Kanan Group, LLC, to enter into voluntary negotiations for the purchase of the aforementioned property rights to the City. The Kanan Group, LLC, through their representative Monty Morton, accepted the City's voluntary negotiation invitation. The proposed acquisition includes a permanent drainage easement (113 sf) and an extended right of entry term necessary to prepare, construct and complete the Project. The property owner Kanan Group, LLC, agreed that the fair market value for the permanent and temporary impacts to their ownership interests are as follows:

Permanent Drainage Easement 113 sf	
[\$220/sf bldg. x 10% ease. value x 113 sf]	= \$ 2,500
Access Fee (Right of Entry)	= \$10,000
Expenses and fees	= \$10,000
TOTAL	= <u>\$22,500</u>

Staff anticipates returning to the City Council to award a construction contract this winter and recommends that acquisition of this property prior to entering into the construction phase of the project. The Project is estimated to break ground in the Spring of 2025.

FISCAL IMPACT

The adopted Fiscal Year 2024-25 Capital Improvement Budget allocated funding for the Storm Water Diversion Project in Measure W Account #065-4525-632300 in the amount of \$292,390. The Purchase and Sale Agreement cost of \$22,500 is within the allocated budget for this effort.

RECOMMENDATION

Staff and legal counsel recommend that the City Council authorize the City Manager to approve the proposed purchase and sale agreement with the property owner, Kanan Group, LLC, with the agreed amount of \$22,500 as fair compensation for the property rights being acquired by the City. Staff further recommends and requests that City Council authorize the City Manager or his designee to perform all tasks necessary to execute the proposed agreement including opening of an escrow to effectuate the proposed agreement.

Attachment: Purchase and Sale Agreement and Joint Escrow Instructions (Re Los Angeles County Assessor's Parcel No. 2051-005-002) (The Kanan Group, LLC)

PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS
(Re Los Angeles County Assessor's Parcel No. 2051-005-002)
(The Kanan Group, LLC)

This Purchase and Sale Agreement and Joint Escrow Instructions (hereafter referred to as "Agreement") are made and entered into as of October 14, 2024 (the "Effective Date"), by and between the City of Agoura Hills (hereafter referred to as the "City"), and The Kanan Group, LLC, a California limited liability company (hereinafter "Kanan Group"), (hereinafter referred to individually as a "Party" or collectively as "Parties") with respect to the following facts:

RECITALS

A. Kanan Group is the fee owner of certain real property located at 5835 Kanan Road, Agoura Hills, California 91301 and identified as Los Angeles County Tax Assessor's Parcel No. 2051-005-002, and being more particularly depicted in Exhibit "A" attached hereto and incorporated herein by this reference (hereafter referred to as the "Kanan Group Site");

B. The City seeks to acquire an approximate 113 square foot permanent drainage easement and a Right of Entry and Access Agreement over portions of the Kanan Group Site, as more fully described in that certain Grant Deed – Permanent Drainage Easement, substantially in the form of Exhibit "B" (the "Easement Deed"), and that certain Right of Entry and Access Agreement for construction of Improvements, substantially in the form of Exhibit "C" (the "Right of Entry and Access Agreement"), each attached hereto and incorporated herein by this reference (hereafter collectively referred to as the "Easement and Access Interests");

C. The Easement and Access Interests may be described generally as: (1) a 113 square foot, more or less, permanent drainage easement on, under, over, and through a portion of the Kanan Group Site as part of the construction and maintenance of the Project Improvements (as defined below); and (2) Right of Entry and Access Agreement for the duration of the construction on the Kanan Group Site of the Project Improvements, to commence on or about April 15, 2025, and terminate on or about October 15, 2025, or on the last date of the Project if the Project ends sooner;

D. The Easement and Access Interests are being acquired for a public purpose, namely, for the City to construct certain water quality improvements, which include connecting storm drains to an adjacent public sewer line in order to re-direct dry-weather flows, installing drainage structures, and electrical pedestals (collectively referred to herein as the "Project Improvements"), at ten (10) locations throughout the City, including the back portion of the Kanan Group Site (such area on which the improvements will be constructed to be referred to herein as the "Project Area") to create the Storm Water Diversion Project ("Project"). The Easement and Access Interests are required for the Project and all uses necessary and convenient thereto;

E. The Parties desire to establish their respective rights and obligations arising from City's acquisition of the Easement and Access Interests upon the terms and conditions set forth below. This Agreement is not binding upon either party upon and until the formal approval of the terms and conditions of the herein Agreement by the City Council of the City of Agoura Hills; and

F. By this Agreement, City and Kanan Group are stipulating and agreeing to be bound to the following facts, terms and conditions concerning the Kanan Group Site:

NOW, THEREFORE, in light of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto do hereby agree as follows:

1. Purchase Price. City will pay to Kanan Group the total sum of Twenty-Two Thousand Five Hundred and 00/100 Dollars (\$22,500.00) (the "Purchase Price"). Said Purchase Price constitutes consideration for acquisition of the Easement and Access Interests.

2. Deposit. The Purchase Price shall be deposited in the Escrow (as defined below) prior to the Close of Escrow. The entire Purchase Price shall be delivered to Kanan Group 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 Commonwealth Land Title, National Commercial Services, 4400 MacArthur Blvd., Suite 800, Newport Beach, CA. 92660. Attention: Carly Beard, Escrow Assistant carly.beard@cltic.com, (949) 724-3159 (Phone), ("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 Kanan Group. Escrow shall close (the "Close of Escrow") on or before the first business day, one-hundred fifty (150) days after the Opening of Escrow, or on such earlier date as City and Kanan Group may agree.

4. Title and Title Policy.

4.1 Commonwealth Land Title Insurance Company ("Title Company") has issued that certain Preliminary Report (Order No. 932403119; Title Officer: Chris Mazier), dated as of September 17, 2024 at 7:30 a.m., relating to the Kanan Group Site (the "Preliminary Report").

City hereby approves the Preliminary Report, the legal description of the Kanan Group Site set forth in the Preliminary Report, and agrees that the Easement Deed will be subject to the following exceptions to title shown in the Preliminary Report: Exception Nos. 1-15, 18-22 (collectively, the "Permitted Title Exceptions"). 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, issued by Title Company (the "Title Policy"), showing title to the Easement and Access Interests vested in City, free and clear of all liens and exceptions other than: (a) the Permitted Title Exceptions, and (b) Preliminary Report Exception No. 19 (Umpqua Bank Deed of Trust); provided that the beneficiary

thereunder enters into a Subordination and Non-Disturbance Agreement with City, in form and substance acceptable to City, with respect to City's rights under the Easement Deed.

5. Condition of the Kanan Group Site.

5.1 Inspection of the Kanan Group Site.

A. Inspection Rights; Kanan Group Representative. Subject to the terms of this Agreement, Kanan Group hereby grants to City a license to access the Project Area, for a period one hundred twenty (120) days, commencing five (5) calendar days after of the Opening of Escrow, for the sole purposes of accessing, inspecting, testing, and surveying, on, across, under, and through the Project Area, as set forth herein. Provided that City has given at least two (2) business days' advance notice in writing to Kanan Group's Representative, Kanan Group shall allow City and City's engineers, architects or other employees and agents reasonable access to the Project Area during normal business hours for the limited purposes provided herein. City's inspection hereunder may include, but shall not be limited to, engineering and landscaping tests, soil tests, and surveys of the Project Area. Kanan Group reserves the right to have a representative present during any such inspections, tests or surveys. City agrees to cooperate with any reasonable request in connection with the timing of any such inspections, tests or surveys. For purposes hereof, the following individual shall serve as the "Kanan Group Representative":

Mr. Monty Morton
The Kanan Group, LLC
29395 Agoura Road, Suite 204
Agoura Hills, CA 91301
(818) 879-4800
Email: Mtn723@aol.com

B. Environmental Studies. City may obtain, at City's expense, a Phase I environmental site assessment for the Project Area that shall include updates to prior assessments or environmental reports, as determined in City's discretion, or environmental listing of the Project Area, addressed to City and any other party requested by City, prepared by a company selected by City and conforming to such standards as City may specify ("Phase I ESA"). Notwithstanding anything to the contrary set forth in this Agreement, if a Phase I ESA reasonably recommends that a Phase II inspection be performed because of matters discovered or revealed in the Phase I ESA, to the extent that City desires to perform any subsurface or invasive testing, borings or drilling on the Project Area, City shall provide the Kanan Group Representative, prior to the performance of any such activity, with (A) the name of City's consultant or contractor who will be performing such activity; and (B) the proposed work plan for such activity ("Work Plan"). Within five (5) business days of receipt of the Work Plan, Kanan Group Representative shall, in writing, inform City of its approval or rejection of the Work Plan. City may proceed with the Work Plan only after Kanan Group Representative approves the Work Plan in writing. City's Phase I ESA and any additional environmental reports are collectively referred to as "City's Environmental Studies."

C. No Interference. In conducting any inspections, investigations, or tests of the Project Area, City and its agents and representatives shall: (i) not unreasonably

interfere with the operation and maintenance of the Project Area, the Kanan Group Site, or use of the Project Area or Kanan Group Site by parties having an existing right to occupy any portion of the Project Area or Kanan Group Site; (ii) not damage any part of the Project Area, the Kanan Group Site, or any personal property located thereon; (iii) not injure or otherwise cause bodily harm to any of the Kanan Group or their respective agents, tenants, guests, invitees, contractors, and employees or any tenants or their agents, guests, invitees, contractors, and employees; (iv) comply with all applicable laws; (v) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Project Area; and (vi) not permit any liens to attach to the Project Area or the Kanan Group Site by reason of the exercise of their rights hereunder. City shall pay the cost of all such inspections or tests. The obligations of this Section 5.1.C shall survive any termination of this Agreement.

5.2 Indemnification.

5.2.1 Indemnification. City shall keep the Project Area free from all liens and shall indemnify, defend (with counsel reasonably satisfactory to Kanan Group), protect, and hold Kanan Group and each of the parties comprising Kanan Group and each of their members, officers, trustees, employees, representatives, agents, lenders, related and affiliated entities, successors and assigns harmless from and against any and all claims, demands, liabilities, judgments, penalties, losses, costs, damages, and expenses (including, without limitation, attorneys' and experts' fees and costs) relating to or arising in any manner whatsoever from any studies, evaluations, inspections, investigations or tests made by City or City's agents or representatives relating to or in connection with the Project Area or the Kanan Group Site (exclusive of the financial effects of the discovery of the presence of any hazardous materials or the financial effects of the discovery of any other physical defects or issues with the Project Area), or entries by City or its agents or representatives in, on or about the Project Area or the Kanan Group Site. City shall keep the Project Area and Kanan Group Site free and clear of any liens, mechanics' liens or materialmen's liens arising from or related to City's rights of inspection and investigation of the Project Area. City shall provide the Kanan Group Representative a certificate of insurance naming such Kanan Group as an additional insured on a general liability insurance policy with limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence prior to conducting any testing or environmental investigation on the Project Area. In addition, City agrees to indemnify Kanan Group for damages and personal injury claims as a result of the City's use of the Easement and Access Interests for construction of the Project Improvements. Notwithstanding any provision to the contrary in this Agreement, the indemnity obligations of City under this Agreement shall survive any termination of this Agreement.

5.2.2 Restoration. In addition to the foregoing indemnity, if there is any damage to the Project Area, the Kanan Group Site, or any personal property located on the Project Area or the Kanan Group Site caused by City's and/or its agents' or representatives' entry in or on the Project Area or the Kanan Group Site, City shall immediately restore the Project Area, the Kanan Group Site, or such damaged personal property, as the case may be, substantially to the same condition existing prior to City's and its agents' or representatives' entry in, on or about the Project Area or the Kanan Group Site.

5.2.3 Notice. City agrees to give the Kanan Group 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.

5.2.4 Survival. Notwithstanding any provision to the contrary in this Agreement, the provision of this Section 5.2, including, without limitation, the indemnity obligations of City under this Agreement, shall survive any termination of this Agreement.

6. Warranties and Representations of the Kanan Group. The Kanan Group hereby represents and warrants to the City the following:

6.1 Kanan Group warrants and represents that it is the owner of the Kanan Group Site and has the legal capacity to convey said Easement and Access Interests to City, subject to the term of the Deed of Trust set forth as Exception 15 in the Preliminary Report.

6.2 Kanan Group has full right and power to execute this Agreement.

6.3 Kanan Group is not aware of any pending litigation or threatened litigation which does or may adversely affect the Kanan Group Site.

7. Deposit of Documents in Escrow.

7.1 Kanan Group Deliveries. Kanan Group 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 The Easement Deed and the Right of Entry and Access Agreement, duly executed and acknowledged by Kanan Group;

7.1.2 A Certification of Non-Foreign Status, executed by Kanan Group, in accordance with I.R.C. Section 1445 in the form of Exhibit "D" attached hereto ("FIRPTA Certificate"); and

7.1.3 Such proof of Kanan Group's authority and authorization 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, the following instruments and documents, the delivery of each of which shall be a condition of the Close of Escrow:

7.2.1 The Purchase Price;

7.2.2 The Right of Entry and Access Agreement, duly executed and acknowledged by City; and

7.2.3 Such proof of City's authority and authorization 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.

8. Authorization to Record Documents and Disburse Funds.

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

- a. Title Company can issue the Title Policy;
- b. Escrow Holder shall have received City's notice of approval or satisfaction or waiver of all of the contingencies to City's obligations hereunder, as provided for in Section 10;
- c. Escrow Holder shall have received Kanan Group's notice of approval or satisfaction or waiver of all of the contingencies to Kanan Group's obligations hereunder, as provided for in Section 11;
- d. Kanan Group 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, along with City's share of closing costs of the Escrow; and
- e. Unless otherwise instructed in writing, Escrow Holder is authorized to record at the Close of Escrow any instrument delivered through the Escrow if necessary or proper for issuance of the Title Policy, including, but not limited to the Grant Deed of Easement and the Right of Entry and Access Agreement.

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 the Title Policy on the Easement and Access Interests, and for recording the Easement Deed on the Kanan Group Site, if necessary, and any documentary or other local transfer taxes on the transfer of the Easement and Access Interests, if any; however, Escrow Holder is hereby notified that the transfer of the Easement and Access 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 Kanan Group 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 Kanan Group 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 Easement and Access 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 at such earlier date as is specified below:

- a. Kanan Group delivery of all documents required to be delivered by Kanan Group pursuant to Section 7;
- b. Title Company's irrevocable and unconditional agreement to issue the Title Policy;
- c. The City's approval, in its sole and absolute discretion, of its inspections made pursuant to Section 5 above, including without limitation, any of the City's Environmental Studies; and
- d. 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 60 days of the Opening of Escrow.

11. Kanan Group's Contingencies. For the benefit of Kanan Group, the Close of Escrow and Kanan Group's obligation to consummate the sale of the Easement and Access 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 Kanan Group 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 Kanan Group 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 the Kanan Group	The Kanan Group, LLC 29395 Agoura Road, Suite 204 Agoura Hills, CA 91301 Attn: Mr. Monty Morton, Manager (818) 879-4800 Email: Mtn723@aol.com
With a Copy to:	Lewitt, Hackman 16633 Ventura Blvd., Suite 1100 Encino, CA 91436 Attn: Keith T. Zimmet, Esq. (818) 907-3246 Email: kzimmet@lewithhackman.com
If to City to:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 (818) 597-7300 Attn: Nathan Hamburger, City Manager
With a copy to:	Richards Watson & Gershon, APC 350 South Grand Ave., 37th Floor Los Angeles, California 90071 Attn: Candice K. Lee, City Attorney for City of Agoura Hills
If to Escrow Company	Commonwealth Land Title, National Commercial Services 4400 MacArthur Blvd., Suite 800 Newport Beach, CA 92660 Attn: Carly Beard, Escrow Assistant to Grace Kim (949) 724-3159 (Phone)

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 Kanan Group 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 Kanan Group 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 the Kanan Group 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 the Kanan Group.

19.3 Further Documents. Each Party will, wherever and as often as it shall be reasonably 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.

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 Easement Deed 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 Advice Of Counsel. Each Party has had the opportunity to receive independent legal advice with respect to the advisability of making this Agreement. 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.

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

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

19.14 Required Consents. On or prior to the Closing Date, Kanan Group shall obtain all consents by third persons (the "Required Consents") necessary to effect the transfer to City of Kanan Group's rights, title and interest in and to the Easement and Access Interests and the completion of the transactions contemplated hereby. If one or more Required Consents are not obtained by the Closing of Escrow, City may, in its discretion, waive Kanan Group's obligation to obtain the Required Consents by the Close of Escrow; provided that Kanan Group 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.

19.15 Brokers' Fees. With respect to the transactions contemplated by this Agreement, Kanan Group has no obligation to pay any fees or commissions to any broker, finder, or agent for which City could become liable or obligated.

19.16 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. Subject to Section 9 above, Kanan Group shall bear its own costs and expenses in connection with the execution and delivery of this Agreement and any related agreements or instruments and the completion of the transactions contemplated hereunder to escrow.

19.17 Disclosure. The representations or warranties contained in this Agreement and the other information or documents furnished pursuant to this Agreement by Kanan Group 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.

19.18 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 Kanan Group 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.

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

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.

“City”

CITY OF AGOURA HILLS,
A California general law city,
Incorporated on December 8, 1982

By: _____
Nathan Hamburger,
City Manager

“Kanan Group”

THE KANAN GROUP, LLC,
A California limited liability company

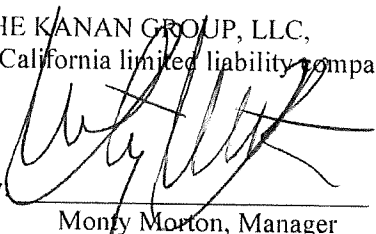
By:  _____
Monty Morton, Manager

Exhibit "A"

KANAN GROUP SITE

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF AGOURA HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 2 OF TRACT NO. 33402, IN THE CITY OF AGOURA HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 906, PAGES 1 TO 14, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, HYDROCARBONS OR OTHER MINERALS IN AND UNDER SAID LAND, WITHOUT THE RIGHT OF SURFACE ENTRY FOR DEVELOPMENT THEREOF, AS EXCEPTED IN THE DEED FROM COUNTY OF LOS ANGELES, RECORDED AUGUST 18, 1978 AS INSTRUMENT NO. 78-912581 OF OFFICIAL RECORDS

Exhibit "B"

FORM OF EASEMENT DEED

Recording Requested By:

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

When Recorded, Return To:

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

APN 2051-005-002

Space above this line for Recorder's use only

GRANT DEED - PERMANENT DRAINAGE EASEMENT

The Kanan Group, LLC, a California limited liability company "Grantor" declares as follows:

1. Grantor is the record fee owner of that certain real property located at 5835-5915 Kanan Road in the City of Agoura Hills, California, identified as Los Angeles County Tax Assessor's Parcel Number 2051-005-002 ("Grantor's Property"). Grantor's Property is approximately 5.52 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 a permanent drainage easement on, under, over and through a 113 square foot, more or less, area (as described below) on Grantor's Property for a public project for construction and maintenance of drainage and flood control improvement purposes ("Project") and all uses necessary thereto.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee, a permanent drainage easement on, under, over and through that certain portion of Grantor's Property (as described below) 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 Drainage Easement"). The Permanent Drainage Easement area is 113 square foot area, more or less described more particularly on Exhibit "A" hereto and depicted on Exhibit "B" hereto. Exhibits "A" and "B" are incorporated herein by this reference. The City will provide a two-week notice period for access to perform maintenance on the easement, and entry for maintenance will not exceed a twenty-four hour period. Notwithstanding the foregoing, under no circumstances shall the City permit such Permanent Drainage Easement, or any improvements constructed within the Permanent Drainage Easement, to unreasonably interfere with, block, or otherwise obstruct access to any parking space on Grantor's Property without the prior written consent of Owner, with the exception of the maintenance with required notice as set forth herein

The City will indemnify, defend and hold Grantor and any subsequent owner of Grantor's Property, whether by assignment or otherwise (collectively, "Owner") harmless from any and all liability for bodily injury, death and property damage: (a) as a result of the City or its contractors and their subcontractor's entry and use of the Grantor's Property, (b) arising in whole or in part out of the City's use or maintenance of the Project, and/or (c) arising out of any drainage as a result of and occurring on, under, or over the Permanent Drainage Easement. The City's agreement herein to indemnify, defend and hold the undersigned Owner harmless, however, expressly excludes Owner's liability, if any, for Owner's intentional or negligent tortious act or omissions, and excludes Owner's liability for any existing and pre-existing conditions concerning the Grantor's Property including soil and groundwater contamination.

After completion of the Project, Grantee will be allowed reasonable access and entry over Grantor's Property to maintain any drainage improvements constructed within the Permanent Drainage Easement, consistent with good engineering practice.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Permanent Drainage Easement on _____, 202_.

GRANTOR:

**THE KANAN GROUP, LLC,
A California limited liability company**

By: _____
Monty Morton, Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss:
COUNTY OF _____)

On _____ before me, _____ (here insert name of the officer), Notary Public, 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.

Notary Public

EXHIBIT 'A'

EASEMENT DESCRIPTION

THAT PORTION OF LOT 2 OF TRACT NO. 33402, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 906, PAGES 1 THROUGH 14 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 2 FOR A POINT OF REFERENCE; THENCE SOUTH 89°29'32" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 23.22 FEET TO AN INTERSECTION WITH THE CENTERLINE OF A COUNTY OF LOS ANGELES 17.0 FOOT WIDE EASEMENT FOR STORM DRAINAGE AS SHOWN ON SAID TRACT MAP; THENCE LEAVING SAID SOUTH LINE ALONG SAID CENTERLINE NORTH 53°29'00" EAST, A DISTANCE OF 24.91 FEET TO AN INTERSECTION WITH THE NORTH LINE OF A LAS VIRGENES MUNICIPAL WATER DISTRICT 15.0 FOOT WIDE EASEMENT FOR SANITARY SEWER AS PER DEED RECORDED IN BOOK D-3363, PAGE 409 OF OFFICIAL RECORDS AND SHOWN ON SAID TRACT MAP; THENCE LEAVING SAID CENTERLINE ALONG SAID NORTH LINE SOUTH 89°29'32" EAST, A DISTANCE OF 14.12 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF SAID 17.0 FOOT WIDE EASEMENT FOR STORM DRAINAGE, SAID INTERSECTION BEING THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID NORTH LINE ALONG SAID EASTERLY LINE OF THE 17.0 FOOT WIDE EASEMENT,

1) NORTH 53°29'00" EAST, A DISTANCE OF 2.84 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 98.50 FEET; THENCE,

2) NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°49'53", AN ARC DISTANCE OF 15.18 FEET; THENCE LEAVING SAID CURVE OF THE EASTERLY LINE OF THE 17.0 FOOT WIDE EASEMENT,

3) SOUTH 27°55'53" EAST, A DISTANCE OF 13.36 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF THE LAS VIRGENES MUNICIPAL WATER DISTRICT 15.0 FOOT WIDE EASEMENT FOR SANITARY SEWER; THENCE ALONG SAID NORTH LINE,

4) NORTH 89°29'32" WEST, A DISTANCE OF 20.00 FEET TO THE SAID **POINT OF BEGINNING**.

CONTAINING 113 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT 'B' AND BY REFERENCE HEREIN, MADE A PART.



DATED: 08/04/2022



EASEMENT AREA
113 SQ. FT

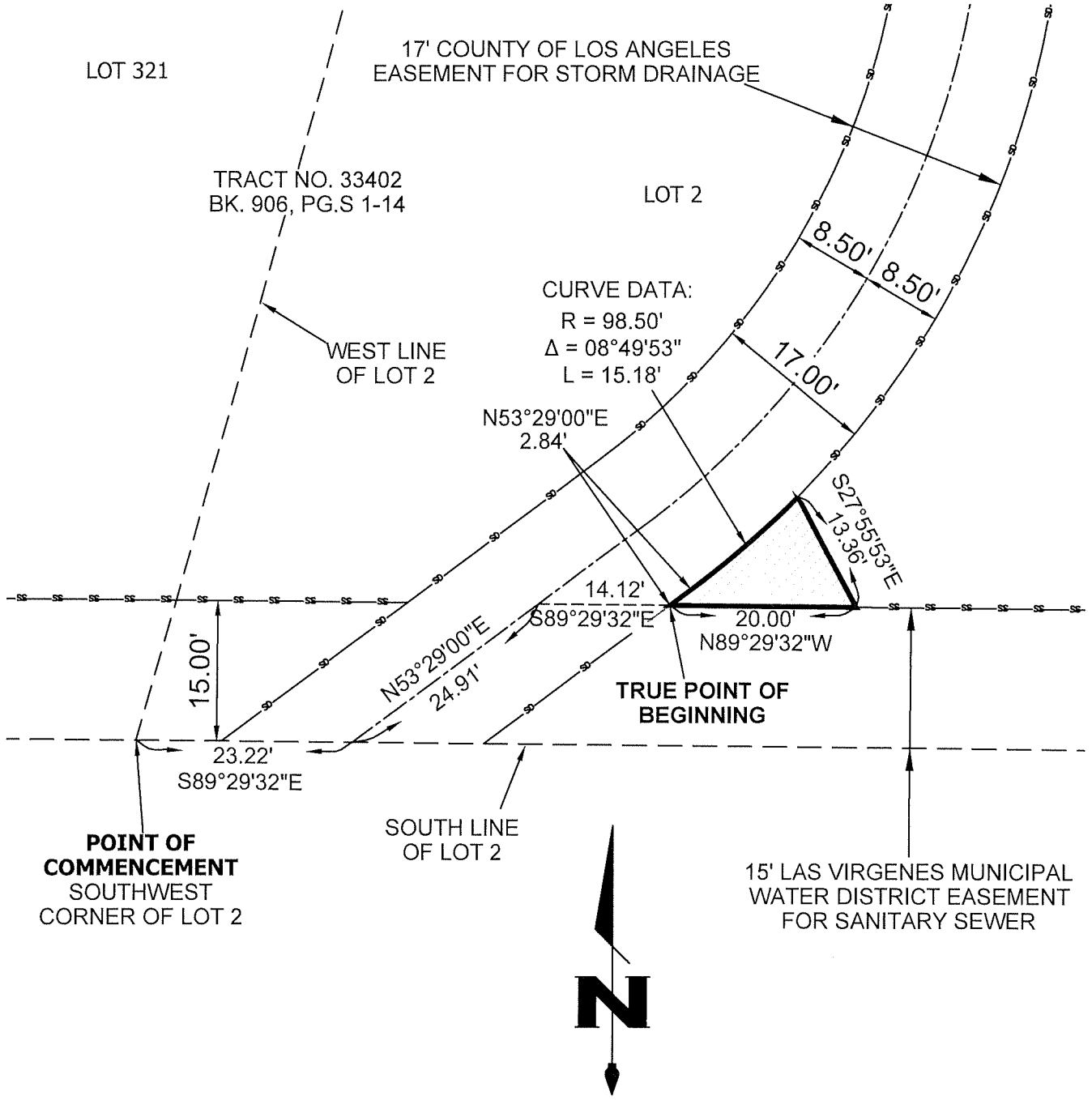
EXHIBIT 'B'



DATED: 08/04/2022

LEGEND:

- LOT LINE
- SD--- EXISTING SD EASEMENT
- SS--- EXISTING SS EASEMENT
- ===== PROPOSED EASEMENT LINE
- CENTERLINE



SCALE: 1" = 16'

Exhibit "C"

FORM OF RIGHT OF ENTRY AND ACCESS AGREEMENT

**RIGHT OF ENTRY AND ACCESS AGREEMENT FOR
CONSTRUCTION OF IMPROVEMENTS
(KANAN GROUP, LLC)**

This Right of Entry and Access Agreement for Construction of Improvements ("**Construction Right of Entry**") is made this ____ day of ____, 202__, by and between THE KANAN GROUP, LLC, a California limited liability company (the "**Owner**"), and CITY OF AGOURA HILLS ("**City**"), with reference to the following facts:

RECITALS

A. The Owner is the fee owner of the real property commonly known as "Agoura Hills City Mall," addressed at 5835 Kanan Road, Agoura Hills, California 91301 and identified as Los Angeles County Tax Assessor's Parcel No. 2051-005-002 ("**Owner's Property**").

B. The City is constructing certain water quality improvements, which includes connecting storm drains to an adjacent public sewer line in order to re-direct dry-weather flows, installing drainage structures, and electrical pedestals (collectively referred to herein as the "**Proposed Project Improvements**"), at ten (10) locations throughout the City, including the back portion of the Owner's Property (such area on which the improvements will be constructed to be referred to herein as the "**Project Area**") to create the Storm Water Diversion Project ("**Proposed Project**").

C. The City and the City's agents, employees, contractors, representatives and other designees (referred to below collectively as "**City's Designees**") need to enter onto and across the Owner's Property to access the Project Area to construct the Proposed Project (such area on the Owner's Property to be used by the City and the City's Designees to access the Project Area to be referred to herein as the "**Access Area**"). The Access Area to be accessed and utilized in connection with the construction of the Proposed Project on the Project Area is described on Exhibit "A" hereto and incorporated herein by this reference.

D. Following voluntary negotiations between the Owner and City concerning just compensation, both parties agreed to the total monetary consideration amount of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "**Access Fee**") for the use of the Access Area (as provided herein), with payment to be tendered to Owner after the City's execution of construction contract for the Proposed Project (but prior to any entry onto the Access Area by the City or the City's Designees).

E. Subject to the covenants and conditions set forth below, the parties desire to enter into this Construction Right of Entry to provide the City and City's Designees with access to, from and onto the Access Area to construct the Proposed Project on the Project

Area.

NOW, THEREFORE, in consideration of the completion of the Proposed Project, this Construction Right of Entry, the sum agreed to be paid herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Owner hereby grants a right of entry to the City and the City's Designees for the purposes of access to, from and onto the Access Area, as shown and described in Exhibit "A", for construction activity, use, and construction of Proposed Project on the Project Area, subject to the City's compliance with the terms, conditions and restrictions set forth in this Construction Right of Entry including, without limitation, the timely payment to Owner of the Access Fee as provided in Recital D above.

2. Owner hereby agrees and acknowledges that the access to the Access Area for construction-related activities for the Proposed Project Improvements may include, tests, surveys and work of professional engineers, architects and soils experts and this Construction Right of Entry authorizes any such work necessary to construct the Proposed Project.

3. Owner hereby agrees and acknowledges that use of the Access Area described in Exhibit "A" for the purposes of access, construction activity use, and construction of Proposed Project on the Project Area requires an application for and the maintenance of a Temporary Use Permit and Owner's approval herein authorizes the City and City's Designees to apply for and operate said Temporary Use Permit.

4. In performing the construction of Proposed Project Improvements on the Project Area, the City and City's Designees: (a) shall use their best efforts to minimize any adverse impacts to the Owner's Property including, without limitation, noise, dust and vibrations; (b) agree that the construction-related activities by the City and the City's Designees hereunder shall be done (i) only in the Access Area, (ii) in a safe and professional manner, including cleaning and removing, on a regular basis, rubbish and trash generated by the Proposed Project in the Access Area, and maintaining any refuse receptacles for the Proposed Project that may be temporarily located thereon, (iii) so as not to create any dangerous or hazardous condition on the Owner's Property, (iv) in compliance with all applicable laws, (v) only after obtaining all permits required to be obtained with respect to such improvements, and (vi) at the City's sole cost and expense; (c) shall not bring any hazardous, toxic or contaminated materials or substances on the Access Area or any other part of the Owner's Property, including, without limitation, any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious, explosive or radioactive material regulated now or in the future under any federal, state or local laws, ordinances, codes, statutes, regulations, administrative rules, policies and orders, and (d) shall not interfere with, block, or otherwise obstruct access to any existing parking space on Owner's Property. In connection with their obligations under Section 9 below, the City and the City's Designees will remove any and all trash and/or debris placed on the Access Area (or any other portion of the Owner's Property) in connection with the completion of the Proposed Project Improvements within five (5)

days after the date that the City and City's Designees complete the construction of the above Proposed Project Improvements.

5. The Commencement Date of this Construction Right of Entry will be three (3) business days after the date on which City provides written notice to Owner that the City's Designees will commence the construction of the Proposed Project, which notice shall be provided no later than _____, 202_. Accordingly, City and City's Designees will have the right of access to and from the Access Area beginning three (3) business days after the date on which City provides written notice to Owner of the commencement of the Proposed Project. The City anticipates that it will complete the Proposed Project within _____ () weeks of the Commencement Date of this Construction Right of Entry. Accordingly, this Construction Right of Entry will expire and terminate by its own terms upon (i) the written notice to Owner of completion of the Proposed Project, or (ii) _____ () weeks after the Commencement Date, whichever occurs sooner; provided, however, if any of the City's Designees need to access the Access Area following the expiration of this Construction Right of Entry in connection with the construction of the Proposed Project Improvements on the Project Area, Owner agrees that, subject to Owner and any applicable City Designee entering into a definitive written agreement regarding the terms of such entry (including the payment of an access fee equal to \$500 per month), such City Designees may have access to the Access Area on a month to month basis for up to an additional six (6) month period.

6. The City's Designees will perform the construction-related activities on the Access Area during regular business hours (7:00 a.m. to 5:00 p.m.) on Monday through Friday. The City and the City's Designees will not perform any construction work on Saturdays, Sundays or City holidays.

7. Owner reserves the right for it and/or its agents, consultants, employees and agents to be present for observation during the construction activities described herein, provided Owner does not interfere with the City and the City's Designees.

8. The City and the City's Designees will use all good faith, reasonable efforts to avoid any adverse, permanent damage to the Owner's Property.

9. Following completion of the Proposed Project Improvements, the City and the City's Designees will be responsible for returning the Access Area to as close to possible to its original condition as of the Commencement Date.

10. Owner does not hereby convey to the City or the City's Designees any right, title or interest in or to the Owner's Property, but merely grants the specific rights and privileges hereinabove set forth.

11. All notices and demands will be given in writing by certified mail, postage prepaid, and return receipt requested, by reputable overnight carrier service or by personal delivery. Notices will be considered given upon the earlier of (a) personal delivery, (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (c) one (1) business day

following deposit with an overnight carrier service. Notices will be addressed as provided below for the respective party; provided that if any party gives notice in writing of a change of name or address, notices to such party will thereafter be given as demanded in that notice:

Property Owner: The Kanan Group, LLC
29395 Agoura Road, Suite 204
Agoura Hills, California 91301
Attn: Monty Morton, Manager

City: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: Public Works Director/City Engineer

12. This Construction Right of Entry will be construed and interpreted under, and governed and enforced according to the laws of the State of California without regard to choice of law principles.

13. This Construction Right of Entry will be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto. Owner warrants that Owner will provide notice of this Construction Right of Entry to Owner's successors and assigns.

14. If either party hereto incurs attorneys' fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this Construction Right of Entry or because of a breach of this Construction Right of Entry by the other party, the prevailing party, whether by suit, negotiation, arbitration or settlement will be entitled to recover reasonable attorneys' fees from the other party.

15. This Construction Right of Entry contains the entire agreement between Owner and the City with respect to the subject matter hereof, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning the subject matter of this Construction Right of Entry. The terms of this Construction Right of Entry may not be amended, waived or terminated orally, but only by an instrument in writing signed by Owner and the City. If any part, term or provision of this Construction Right of Entry is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if this Construction Right of Entry did not contain the particular part, term or provision held to be invalid.

16. The City and the City's Designees will indemnify, defend and hold the Owner and its members, managers, principals, employees and lenders (if any) harmless from (a) any and all liability for bodily injury, death and property damage arising out of or in any way connected with their entry on and use of the Access Area and/or the Owner's Property (as permitted herein) for the construction of the Proposed Project Improvements

discussed above, and (b) against all mechanics', materialmen's or other liens resulting from the conduct of the City and/or the City's Designees upon the Access Area and/or the Owner's Property. In addition, the City will reimburse the Owner for all costs, expenses and loss, including reasonable attorney's fees, incurred by it in consequence of any claims, demands and causes of action which may be made or brought against Owner arising out of the City and the City's Designees entry on and use of the Access Area for their construction of the Proposed Project Improvements described above on the Project Area.

17. During any period of time when the City or City's Designees are on the Access Area pursuant to this Construction Right of Entry, the City and City's Designees entering thereon shall procure and pay the premium for commercial general liability insurance with limits not less than Two Million and No/100 Dollars (\$2,000,000.00) with respect to death or injuries to any one person, Two Million and No/100 Dollars (\$2,000,000.00) with respect to any one accident, and Two Million and No/100 Dollars (\$2,000,000.00) with respect to property damage to protect the Owner and its members, managers, principals, employees and lenders (if any) against liability for such injury to persons and such damage upon the Access Area and the activities of or on behalf of City on or about the Access Area. Such insurance shall be written on an occurrence basis, and shall name or include by endorsement Owner and its members, managers, principals, employees and lenders (if any) as an additional insured. Certificates evidencing such insurance shall initially be provided to Owner prior to the commencement of the Proposed Project Improvements and, thereafter, no less than once any twelve (12) month period or within ten (10) business days of Owner's written request therefor. Such commercial general liability insurance shall be primary and non-contributory with any insurance carried by Owner; provided, however, the insurance required hereunder shall not be deemed to be a cap of the City's liability under this Construction Right of Entry.

18. This Construction Right of Entry may be signed in any number of counterparts, each of which, when executed and delivered, will be deemed an original, and all of which, when taken together, will be deemed to be the same instrument. This Construction Right of Entry may be executed by electronic signature via DocuSign process, in which case the electronic signature shall be deemed an original, and shall have the same legal force as an original. Either party delivering an executed counterpart of this Construction Right of Entry by email shall provide a manually executed counterpart of this Construction Right of Entry to each party.

[remainder of page intentionally left blank; signatures on next page]

IN WITNESS WHEREOF, this Construction Right of Entry is effective on the day and year first written above.

OWNER:

THE KANAN GROUP, LLC,
A California limited liability company

By:

Name: Monty Morton
Title: Manager

Dated: _____

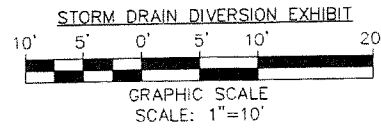
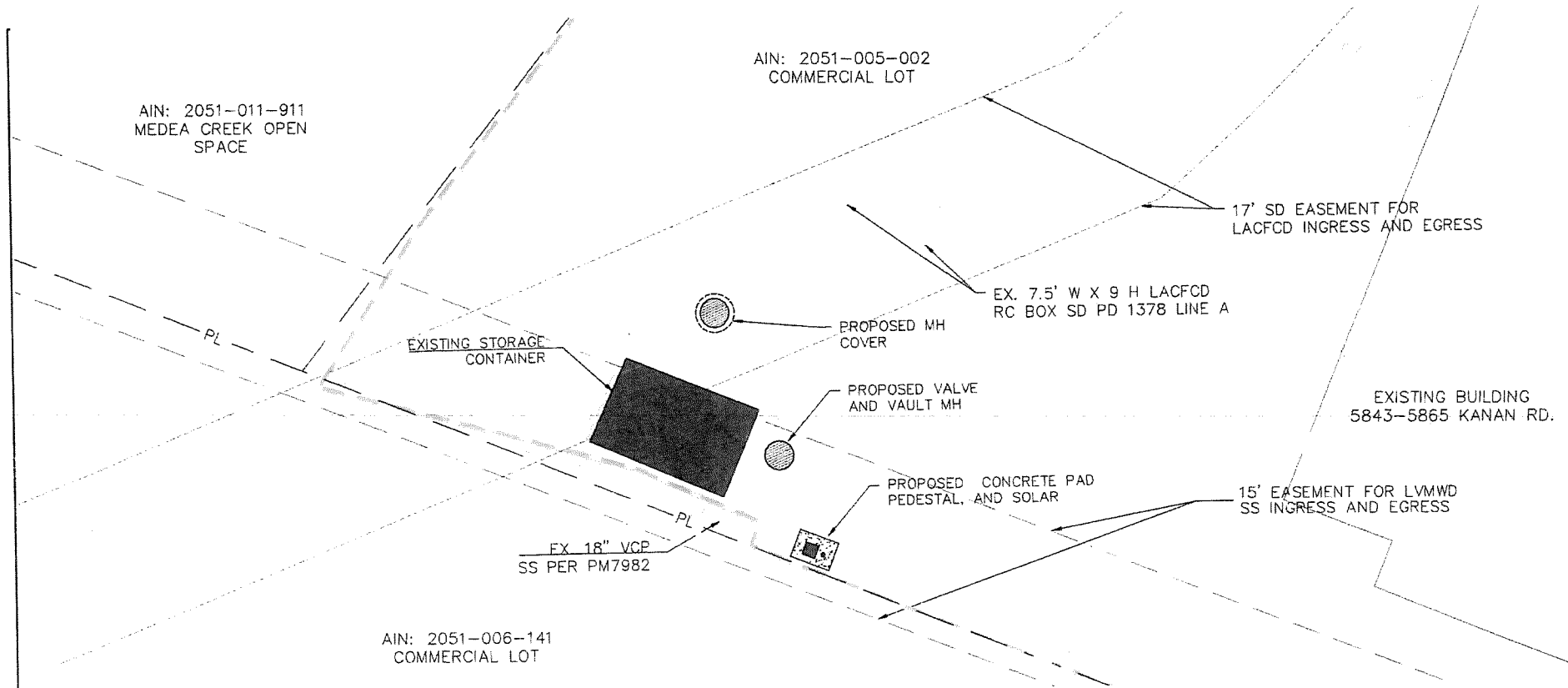
CITY:

CITY OF AGOURA HILLS

By: _____
Name: _____
Title: _____


Dated: _____


EXHIBIT "A"
ACCESS AREA



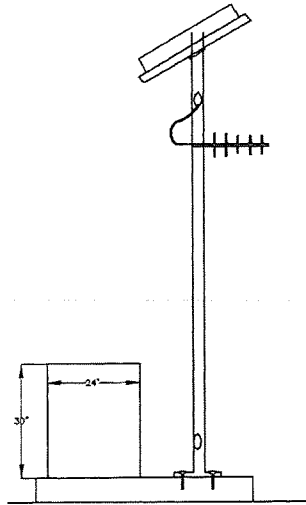
FCDP2022000067

NOTE:
EASEMENT AND PROPERTY LINES ARE APPROXIMATE
A BOUNDARY SURVEY WAS NOT PERFORMED

PREPARED BY:  m6 CONSULTING, INC.
4165 E THOUSAND OAKS BLVD, STE 355
WESTLAKE VILLAGE, CA 91362

PREPARED FOR:  CITY OF AGOURA HILLS
30001 LADYFACE COURT
AGOURA HILLS, CA 91301

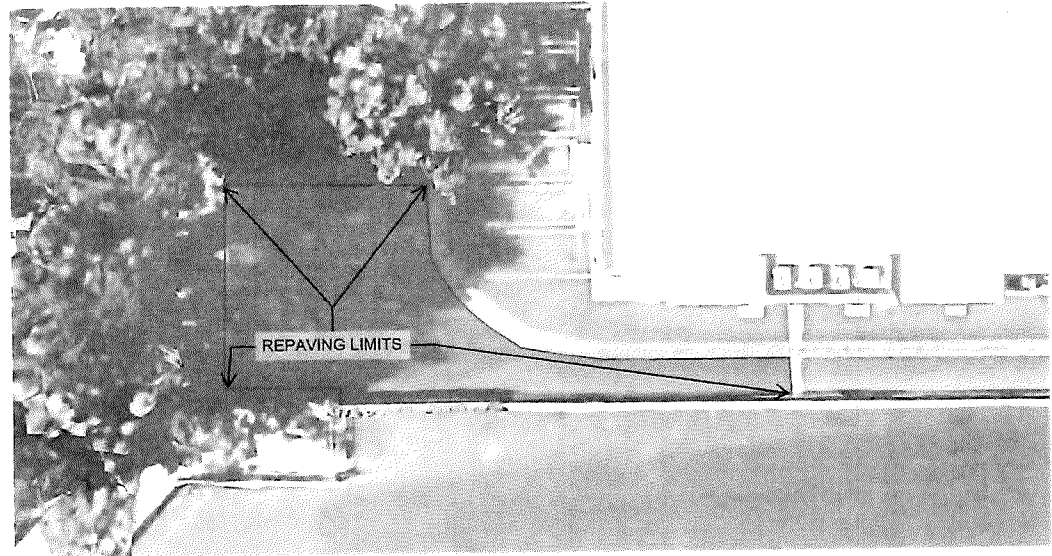
DRY WEATHER STORM WATER DIVERSION PROJECT
KANAN RD. AND THOUSAND OAKS BLVD.
EXHIBIT A
SHEET 1 OF 2



SOLAR AND PEDESTAL DETAIL



SCHEMATIC RENDERING OF PROPOSED FINAL CONDITION



PROPOSED REPAVING LIMITS

FCDP2022000067

NOTE:
EASEMENT AND PROPERTY LINES ARE APPROXIMATE
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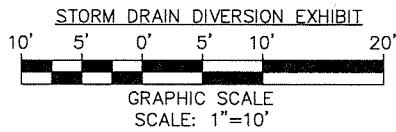
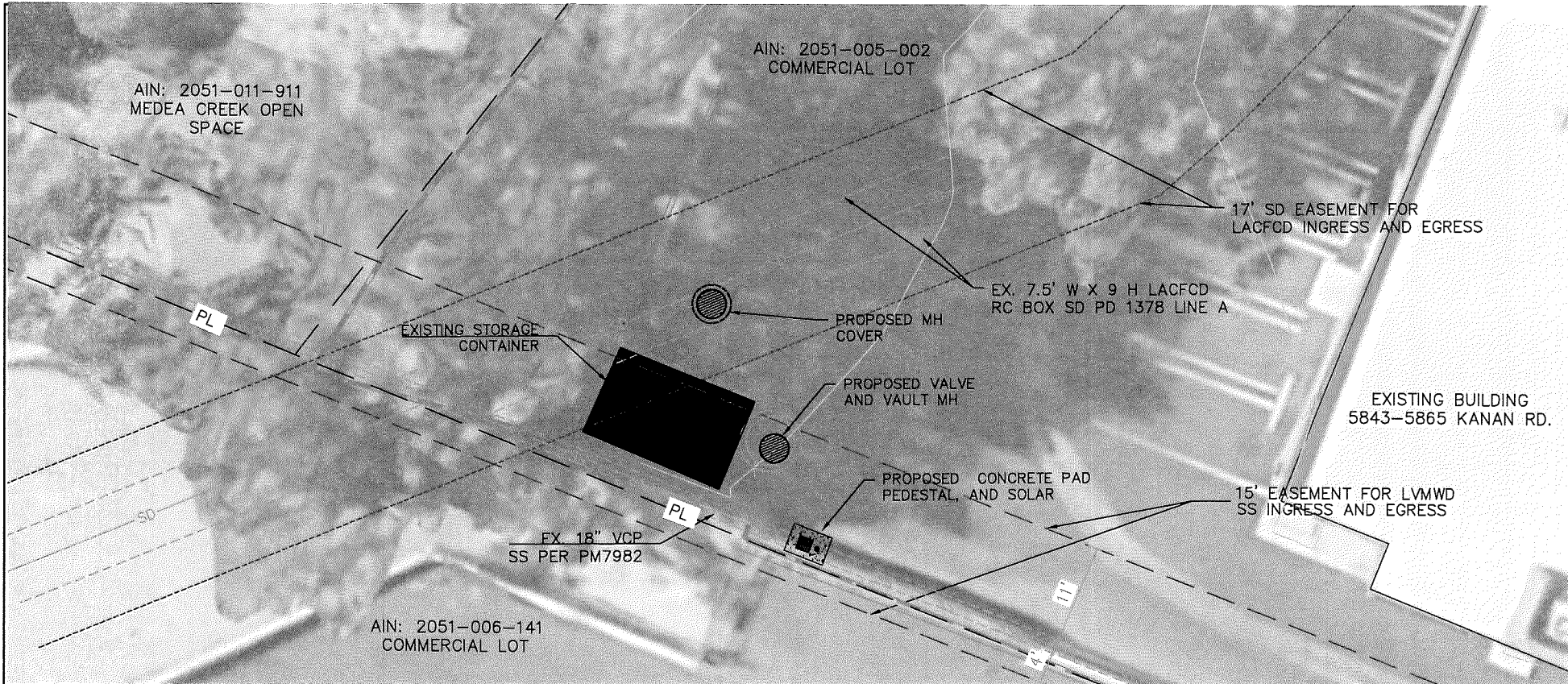
PREPARED BY: m6 CONSULTING, INC.
4165 E THOUSAND OAKS BLVD, STE 355
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PREPARED FOR: CITY OF AGOURA HILLS
30001 LADYFACE COURT
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DRY WEATHER STORM WATER DIVERSION PROJECT
KANAN RD. AND THOUSAND OAKS BLVD.

EXHIBIT A
SHEET 1 of 2



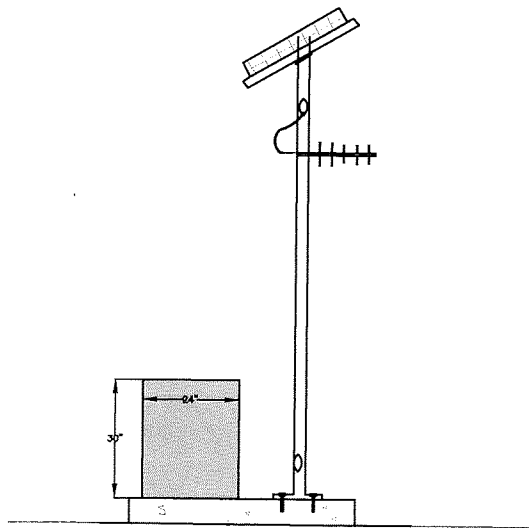
NOTE:
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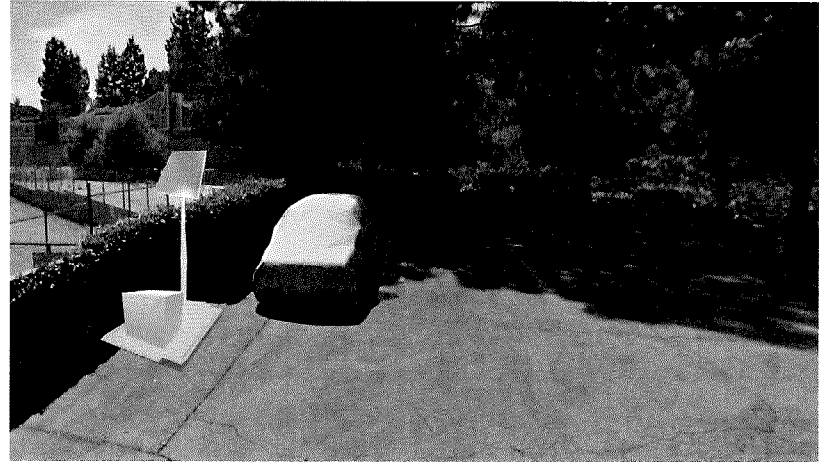
 PREPARED FOR: CITY OF AGOURA HILLS
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DRY WEATHER STORM WATER DIVERSION PROJECT
KANAN RD. AND THOUSAND OAKS BLVD.

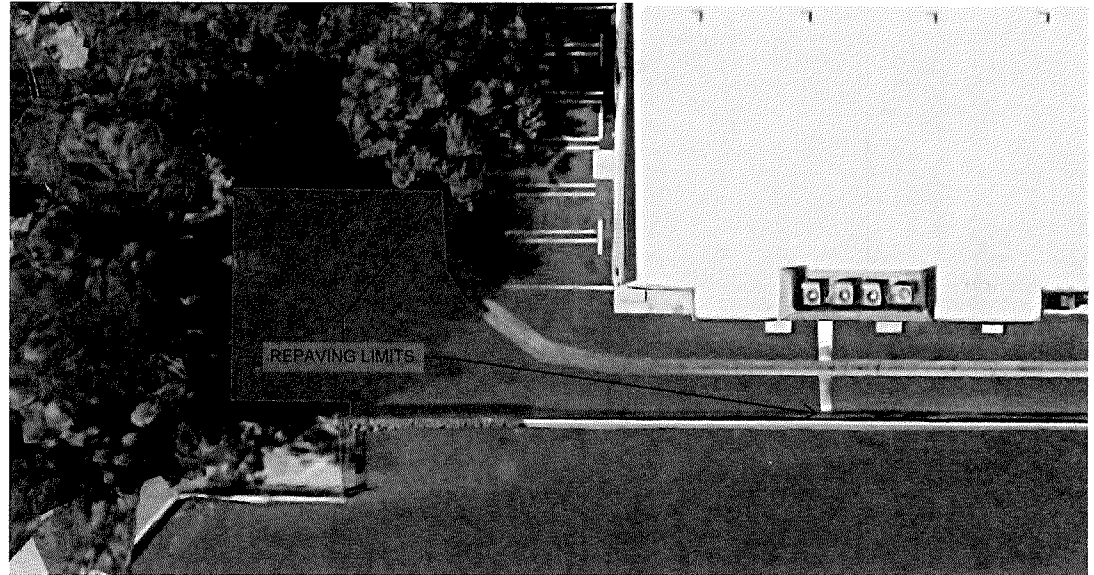
FCDP2022000067
EXHIBIT A
SHEET 1 OF 2



SOLAR AND PEDESTAL DETAIL



SCHEMATIC RENDERING OF PROPOSED FINAL CONDITION



PROPOSED REPAVING LIMITS

NOTE:
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KANAN RD. AND THOUSAND OAKS BLVD.

FCDP2022000067

EXHIBIT A
SHEET 1 OF 2

Exhibit "D"

FORM OF FIRPTA CERTIFICATE

FIRPTA Certificate

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by THE KANAN GROUP, LLC, a California limited liability company (the "Seller"), the undersigned hereby certifies the following on behalf of the Seller:

1. The Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. The Seller is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
3. The Seller's U.S. employer identification number is: 83- 0686720; and
4. The Seller's office address is: 18417 Bryant Street, Northridge, California 91325

The Seller understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Seller.

Dated as of _____, 202_.

THE KANAN GROUP, LLC,
A California Limited Liability Company

By: _____
Monty Morton, Manager