

REAL PROPERTY ACQUISITION AGREEMENT

(Lockwood Valley Helipad)

THIS Real Property Acquisition Agreement ("Agreement") is made and entered into by and between,

Andrew Elefant and Ashley Elefant, as Successor Co-Trustees of the Marcia Elefant Revocable Trust, as amended and restated in 2020, as to an undivided $\frac{1}{4}$ interest, and Sam Rosenberg and Naomi C. Rosenberg, Co-Trustees of the Rosenberg Inter Vivos Trust dated December 13, 1990, as to an undivided $\frac{1}{4}$ interest, and Gaye S. Gilpin and Ronna M. Brown, Trustees of the Trust under the will of Rubin Silber, deceased, and the Decree of Distribution dated December 2, 1977, as to an undivided $\frac{1}{4}$ interest, and Gaye S. Gilpin, Sole Trustee of the Gilpin Family Trust, as to an undivided $\frac{1}{8}$ interest, and Ronna M. Brown and Lawrence Brown, Trustees of the Brown Family Trust, as to an undivided $\frac{1}{8}$ interest,

hereinafter called "Grantor," and

COUNTY OF VENTURA

hereinafter called "County."

This Agreement is made in conjunction with Instrument No. 1741.1F ("Instrument"), being a grant deed executed and delivered by Grantor to George R. Andrade, Manager of the Real Estate Services Division of the Ventura County Public Works Agency, County's authorized agent, and which conveys to County the real property particularly described therein.

The parties have herein set forth the whole of their agreement. The legal description is set forth in Exhibit "A," attached hereto and made a part hereof by this reference. The performance of this Agreement constitutes the entire consideration for said Instrument and shall relieve the County of all further obligations or claims on this account.

In consideration of the aforementioned Instrument, and other considerations hereinafter set forth, it is mutually agreed as follows:

A. PAYMENT. County shall pay to the Grantor, as consideration in full for the herein referenced real property, the sum total of \$150,000.00. Said sum shall be paid within sixty (60) days after County certifies the acceptance of the Instrument for recordation.

B. RECORDATION OF INSTRUMENT. County shall accept the Instrument and cause the same to be recorded in the office of the Ventura County Recorder.

C. INDEMNIFICATION. Grantor warrants there are no oral or written leases, licenses, or other third-party claims (collectively "Claims") on all or any portion of the herein described real property exceeding a period of one month. If there are such Claims, Grantor agrees to hold County harmless and reimburse County for any and all of the expenses and costs caused by reason thereof.

D. ARTICLE HEADINGS. Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

E. GOVERNING LAW; VENUE. This Agreement shall in all respects be interpreted, governed and enforced in accordance with the laws of the State of California applicable to contracts entered into and to be performed therein. The parties agree that this Agreement was made and entered into in Ventura County, California and that this Agreement and the parties' obligations under this Agreement are to be performed in Ventura County. Accordingly, the parties agree that any action, suit or other legal proceeding concerning this Agreement shall be in a forum with jurisdiction over Ventura County, California, with venue in Ventura County.

F. COMPLETE UNDERSTANDING. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in a writing signed by the parties hereto.

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GRANTOR

Date: May 13, 2024

Date: 05/13/2024

Marcia Elefant Revocable Trust, as amended and restated in 2020, as to an undivided 1/4 interest

Andrew Elefant
Andrew Elefant, Successor Co-Trustee

A E Baratz
Ashley Elefant, Successor Co-Trustee

GRANTOR

Date: _____

Date: _____

Rosenberg Inter Vivos Trust dated December 13, 1990, as to an undivided 1/4 interest

Sam Rosenberg, Co-Trustee

Naomi C. Rosenberg, Co-Trustee

GRANTOR

Date: _____

Date: _____

The Trust under the will of Rubin Silber, deceased, and the Decree of Distribution dated December 2, 1977, as to an undivided 1/4 interest

Gaye S. Gilpin, Trustee

Ronna M. Brown, Trustee

GRANTOR

Date: _____

Gilpin Family Trust, as to an undivided 1/8 interest

Gaye S. Gilpin, Sole Trustee

GRANTOR

Date: _____

Date: _____

Brown Family Trust, as to an undivided 1/8 interest

Ronna M. Brown, Trustee

Lawrence Brown, Trustee

GRANTOR

Marcia Elefant Revocable Trust, as amended and restated in 2020, as to an undivided $\frac{1}{4}$ interest

Date: _____

Andrew Elefant, Successor Co-Trustee

Date: _____

Ashley Elefant, Successor Co-Trustee

GRANTOR

Rosenberg Inter Vivos Trust dated December 13, 1990, as to an undivided $\frac{1}{4}$ interest

Date: 5/15/24

Sam Rosenberg
Sam Rosenberg, Co-Trustee

Date: 5/15/24

Naomi C. Rosenberg
Naomi C. Rosenberg, Co-Trustee

GRANTOR

The Trust under the will of Rubin Silber, deceased, and the Decree of Distribution dated December 2, 1977, as to an undivided $\frac{1}{4}$ interest

Date: _____

Gaye S. Gilpin, Trustee

Date: _____

Ronna M. Brown, Trustee

GRANTOR

Gilpin Family Trust, as to an undivided $\frac{1}{8}$ interest

Date: _____

Gaye S. Gilpin, Sole Trustee

GRANTOR

Brown Family Trust, as to an undivided $\frac{1}{8}$ interest

Date: _____

Ronna M. Brown, Trustee

Date: _____

Lawrence Brown, Trustee

GRANTOR

Marcia Elefant Revocable Trust, as amended and restated in 2020, as to an undivided 1/4 interest

Date: _____

Andrew Elefant, Successor Co-Trustee

Date: _____

Ashley Elefant, Successor Co-Trustee

GRANTOR

Rosenberg Inter Vivos Trust dated December 13, 1990, as to an undivided 1/4 interest

Date: _____

Sam Rosenberg, Co-Trustee

Date: _____

Naomi C. Rosenberg, Co-Trustee

GRANTOR

The Trust under the will of Rubin Silber, deceased, and the Decree of Distribution dated December 2, 1977, as to an undivided 1/4 interest

Date: 5-13-2024

Gaye S. Gilpin, Trustee
Gaye S. Gilpin, Trustee

Date: _____

Ronna M. Brown, Trustee

GRANTOR

Gilpin Family Trust, as to an undivided 1/8 interest

Date: 5-13-2024

Gaye S. Gilpin, Sole Trustee
Gaye S. Gilpin, Sole Trustee

GRANTOR

Brown Family Trust, as to an undivided 1/8 interest

Date: _____

Ronna M. Brown, Trustee

Date: _____

Lawrence Brown, Trustee

GRANTOR

Marcia Elefant Revocable Trust, as amended and restated in 2020, as to an undivided $\frac{1}{4}$ interest

Date: _____

Andrew Elefant, Successor Co-Trustee

Date: _____

Ashley Elefant, Successor Co-Trustee

GRANTOR

Rosenberg Inter Vivos Trust dated December 13, 1990, as to an undivided $\frac{1}{4}$ interest

Date: _____

Sam Rosenberg, Co-Trustee

Date: _____

Naomi C. Rosenberg, Co-Trustee

GRANTOR

The Trust under the will of Rubin Silber, deceased, and the Decree of Distribution dated December 2, 1977, as to an undivided $\frac{1}{4}$ interest

Date: _____

Gaye S. Gilpin, Trustee

Date: MAY 24, 2024

[Signature]

Ronna M. Brown, Trustee

GRANTOR

Gilpin Family Trust, as to an undivided $\frac{1}{8}$ interest

Date: _____

Gaye S. Gilpin, Sole Trustee

GRANTOR

Brown Family Trust, as to an undivided $\frac{1}{8}$ interest

Date: MAY 24, 2024

[Signature]

Ronna M. Brown, Trustee

Date: MAY 24, 2024

[Signature]

Lawrence Brown, Trustee

Date: _____

Joan Araujo, Director
Central Services Department
County of Ventura Public Works Agency

County

NO OBLIGATIONS OTHER THAN THOSE SET FORTH HEREIN WILL BE
RECOGNIZED.

APPROVED:

Date: _____

George R. Andrade, Manager
Real Estate Services Division
Ventura County Public Works Agency