

## **BID FORM AND TERMS OF SALE**

(8220 Edison Drive)

APN 061-0-230-455

I have read and am familiar with the Notice to Bidders furnished by the Ventura County Watershed Protection District ("District") for the purpose of inviting bids for the purchase of the real property located at 8220 Edison Drive, Ventura, CA ("Edison Property") as described on Exhibit "2A," attached hereto; and reserving to the District an easement and right-of-way for flood control purposes described and depicted on Exhibits "2B and 2C," attached hereto. I have also inspected, or am otherwise familiar with, the Edison Property.

Subject to the referenced Notice to Bidders and the terms of sale herein, I offer to purchase the herein described real property for the sum of:

\$ 222,000

I hereby acknowledge reading and agreeing to the following terms of sale for the Edison Property:

1. This sale is subject to the approval of the Board of Supervisors for the District ("Board") and if the California Department of Housing and Community Development ("HCD") does not object to the Board's finding that the sale of the property is an exempt surplus land disposition. If the sale is not approved by the Board or HCD objects to the Board's finding that the sale of the property is an exempt surplus land disposition, the District shall promptly refund, without interest, all money deposited by the Bidder toward the purchase price of the property. The District and the Board reserve the right to reject any and all bids.
2. The real property proposed for sale is located at 8220 Edison Drive, Ventura, CA 93001 APN: 061-0-230-455. I have completed my own investigation as to the legality of the structures located on the property and the status of the zoning on the property. The District makes no representation as to the possible future use of the property.
3. The purchase shall be for all cash to be paid within 60 days of the acceptance of the bid by the Board. The buyer's ability to obtain financing is not a condition of this sale. Buyer's deposit will not be returned should buyer be unable to obtain financing within 60 days following the Board's approval. It is recommended that the buyer be pre-qualified with a lender prior to bidding.
4. Title shall vest in the buyer subject to exceptions and reservations of record, if any, and subject to covenants, conditions, restrictions and easements of record or not of record, if any, and including the District's. District shall furnish, at District

expense, a Standard Land Title Association policy of title insurance issued by Chicago Title Insurance Company for the full amount of the purchase price.

5. Buyer shall pay any and all costs associated with financing the purchase of the property, if any.
6. Buyer agrees that the property is sold "AS IS" without warranty expressed or implied. No maintenance will be performed by the District unless deemed necessary by District.
7. Buyer represents that Buyer has examined the property and its appurtenances and is satisfied as to any questions or issues related to:
  - A. The physical condition of the property and its appurtenances.
  - B. Geological considerations, if any.
  - C. Violations, if any, of the County, State, Federal, Building, Zoning, Fire, Health Codes or Ordinances, or other Governmental Regulations, filed or issued against the property.
  - D. Any other consideration not named herein concerning the property.
8. No adjustments or refunds will be made after consummation of the sale.
9. No contingencies or additions to this Bid Form will be accepted or considered.
10. The property will be sold to the highest bidder, and the minimum bid which will be considered by the District is \$220,000.
11. If my bid is accepted, I agree to pay the District a \$10,000 security deposit with my bid as a non-refundable down payment. I further agree to pay the balance of the purchase price within 60 days of the date of the acceptance of this bid by the Board. I understand that failure to pay this balance shall terminate all of my rights herein and my deposit shall be forfeited. I further understand that the deposit will be required from the successful buyer at the conclusion of the bidding on the day of the sale.
12. Possession and occupancy shall be delivered to the Buyer upon full payment of the purchase price approved by the Board.
13. In the event of default, the District may make the sale to the next highest bidder or conduct a new sale at the District's sole option.

14. This Bid Form, together with the Notice to Bidders, constitutes the entire understanding between the District and the Buyer with respect to the subject matter hereof.

If this bid is accepted, I hereby request that the property be vested as follows: (All items must be filled in)

Name(s): James Brucker

Address: Po Box 130  
Carpinteria, CA 93014

Phone Number: 805-284-8307

Email Address: SunnyBrucker@gmail.com

(For Ventura County Watershed Protection District Use Only)

The undersigned Chair, on behalf of the District, hereby accepts and agrees to sell the Edison Property on the foregoing terms and conditions.

By: Kelly Joy  
Chair, Board of Supervisors  
Ventura County Watershed  
Protection District

ATTEST:

DR. SEVET JOHNSON  
Clerk of the Board of Supervisors  
County of Ventura, State of California

By: Soni Key  
Deputy Clerk



"2"

## EXHIBIT A

### Legal Description

All of Lot 49 of the Casitas Springs Tract No. 2, in the County of Ventura, State of California, as shown on the map recorded in the Office of the County Recorder of said County in Book 15, Pages 32 through 34 inclusive of Miscellaneous Records (Maps).

**TOGETHER WITH** all of Lot 52 of said Casitas Springs Tract No. 2.

**TOGETHER WITH** that portion of Lot 50 of said Casitas Springs Tract No. 2, lying northeasterly of the following described line:

Beginning at the most easterly corner of said Lot 50, thence;

- 1<sup>st</sup>- North 64°12'30" West, 32.36 feet to a line parallel with and distant 3.5 feet southwesterly of the northeasterly line of said lot 50; thence along said parallel line
- 2<sup>nd</sup>- North 58°00'00" West, 61.37 feet to the northwesterly line of said Lot 50.

  
\_\_\_\_\_  
Joseph V. DeChellis  
PLS 8613

December 21, 2021

Date



Reserving to Ventura County Watershed Protection District: an easement and right-of-way for flood control, etc.

[See description & depiction attached as Exhibits "2B" & "2C", attached hereto and made a part hereof]

"2"

## EXHIBIT B

### Legal Description

That portion of Parcel A of Lot Line Adjustment PL 21-0022, in the County of Ventura, State of California, as described in Document No 2022000019907 of Official Records recorded February 16, 2022 in the Office of the County Recorder of said County, described as follows:

**Beginning** at the most southeasterly corner of said Parcel A; thence coincident with the southerly line of said Parcel A by the following two courses

- 1st- North 64°12'30" West, 32.36 feet; thence
- 2<sup>nd</sup>- North 58°00'00" West, 11.09 feet; thence leaving said southerly line
- 3<sup>rd</sup>- North 80°11'42" East, 68.20 feet to the easterly line of said Parcel A; thence coincident with said southerly line
- 4<sup>th</sup>- South 42°14'30" West, 42.64 feet to the **Point of Beginning**.

CONTAINING 914 SQ. FT. MORE OR LESS

  
\_\_\_\_\_  
Joseph V. DeChellis  
PLS 8613

April 29, 2022

Date

**Reserving to Ventura County Watershed Protection District: an easement and right-of-way for flood control, water conservation, and related purposes including but not limited to recreational purposes, in, on, over, under, and across the following described real property in the State of California, County of Ventura.**

**[See attached as Exhibit "C", attached hereto and made a part hereof]**

"2"

