

PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS,
SEPTEMBER 25, 2024

BETWEEN

SIMI VALLEY UNIFIED SCHOOL DISTRICT

and

COUNTY OF VENTURA

FOR THE REAL PROPERTY LOCATED AT
SOUTHWEST CORNER OF LOS ANGELES AVENUE AND BLACKSTOCK AVENUE,
SIMI VALLEY, CALIFORNIA

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- Exhibit “A-1”– Legal Description of Property
- Exhibit “A-2” – Site Location / Aerial Photograph
- Exhibit “A-3” – Site Diagram
- Exhibit “B” – Grant Deed
- Exhibit “C” – Hazardous Substances
- Exhibit “D” – General Assignment and Bill of Sale
- Exhibit “E” – Non-foreign Affidavit
- Exhibit “F” – License Agreement
- Exhibit “G” – Escrow Holder Acknowledgement and Acceptance

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this “Agreement”) is made and entered into as of September 25, 2024 (the “Effective Date”), by and between Simi Valley Unified School District, a political subdivision of the State of California (“Seller”), and County of Ventura (“Buyer”). Buyer and Seller are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. Seller owns certain real property located at the southwest corner of E. Los Angeles Avenue and Blackstock Avenue in the City of Simi Valley (the “City”), County of Ventura (the “County”), State of California (the “State”), together with all appurtenant improvements, rights, interests, easements, tenements, and estates, including all water, water rights, minerals, oil, gas, rights, benefits, privileges, hereditaments, rights-of-way, and other appurtenances thereon or in any way pertaining thereto if any, owned by Seller, all as more fully described on Exhibit “A-1” and pictorially depicted on Exhibits “A-2” and “A-3” which are attached hereto and incorporated herein by these references (the “Property”). The definition of the Property set forth in the preceding sentence shall also include, to the extent assignable, all intangible personal property, if any, owned by Seller and related to the Property, including, without limitation, any governmental permits, approvals, entitlements, tract maps, and licenses in effect with respect to the use, operation, or ownership of the Property.

B. The Property is comprised of two parcels, identified by Ventura County Assessor Parcel Numbers 642-0-022-050 and 642-0-022-060, and consists of approximately 1.07 acres of land. The southern portion of the Property is improved with a parking lot (the “Parking Lot”), and an approximately twenty feet (20’) by two feet (2’) electronic marquee (the “Marquee”) is situated on the northeastern corner of the Property. The Property is otherwise currently vacant.

C. As of the Effective Date, Buyer intends to use the Property for the construction of a new mental health facility to serve the residents of East Ventura County (the “Project”). Buyer will need to obtain certain governmental approvals for its intended use and construction of the Project, which will take some time after the Closing. Accordingly, in connection with this Agreement, the Parties agree that Buyer will grant Seller a License (as defined below) for continued use of the Parking Lot and the Marquee after the Closing Date and until Buyer commences construction of the Project — all as set forth in the License Agreement.

D. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants of the Parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

ARTICLE I DEFINITIONS

Certain capitalized terms used in this Agreement have the meanings defined below whether or not such terms are used before or after the definitions are set forth.

Section 1.1. “Agreement” is defined in the preamble to this Agreement.

Section 1.2. “Bill of Sale” is defined in Section 7.1(b).

Section 1.3. “Buyer” is defined in the preamble to this Agreement.

Section 1.4. “Buyer’s Notice” is defined in Section 4.1(b).

Section 1.5. “CEQA” means the California Environmental Quality Act, which is codified at Sections 21000, *et seq.*, of the California Public Resources Code and includes the Guidelines thereto which are codified at Sections 15000, *et seq.*, of Title 14 of the California Code of Regulations.

Section 1.6. “CERCLA” is defined in Article XII.

Section 1.7. “City” is defined in the Recitals to this Agreement.

Section 1.8. “Claims” is defined in Article XII.

Section 1.9. “Closing” means the date upon which the Grant Deed is recorded in the Official Records of the County, title to the Property is conveyed to Buyer, and possession of the Property is delivered to Buyer, in accordance with the terms of this Agreement.

Section 1.10. “Closing Date” means the date that is one hundred eighty (180) calendar days after the Effective Date as the same may be extended as set forth herein, or such earlier date mutually agreed upon in writing by the Parties.

Section 1.11. “County” is defined in the Recitals to this Agreement.

Section 1.12. “Deposit” is defined in Section 3.3.

Section 1.13. “Effective Date” is defined in the preamble to this Agreement.

Section 1.14. “Escrow” means the escrow established pursuant to this Agreement through which the purchase and sale of the Property shall be consummated.

Section 1.15. “Escrow Cancellation Charges” is defined in Section 9.2.

Section 1.16. “Escrow Holder” means Fidelity National Title Company – 1000 Town Center Drive, Suite 125, Oxnard, CA 93036, attention: Lisa Figgins, Senior Escrow Officer.

Section 1.17. “Form 593C” is defined in Section 7.1(d) of this Agreement.

Section 1.18. “Grant Deed” means a grant deed to the Property in the form of Exhibit “B.”

Section 1.19. “Hazardous Substances” is defined on Exhibit “C.”

Section 1.20. “HCD Approval Letter” is defined in Section 11.4.

Section 1.21. “License” is defined in Section 2.2.

Section 1.22. “License Agreement” is defined in Section 2.2.

Section 1.23. “Marquee” is defined in the Recitals.

Section 1.24. “Non-foreign Affidavit” is defined in Section 7.1(c).

Section 1.25. “Official Records” means the official records of the County.

Section 1.26. “Opening of Escrow” is defined in Section 3.1.

Section 1.27. “Parking Lot” is defined in the Recitals.

Section 1.28. “Parties” and “Party” are defined in the preamble to this Agreement.

Section 1.29. “Permitted Exceptions” means the following:

(a) General and special real property taxes and assessments, a lien not yet due and payable;

(b) Any and all title exceptions set forth in the Title Update that Buyer waives or about which Buyer fails to timely object, or which are deemed approved by Buyer in accordance with the terms and conditions of this Agreement; and

(c) Any other liens, easements, encumbrances, covenants, conditions, and restrictions of record created by Buyer.

Section 1.30. “Preliminary Title Report” is that certain preliminary title report, dated as of January 26, 2024 and issued by Lawyers Title – Ventura with reference to File No. 424240072, inclusive of all underlying documents hyperlinked in the report.

Section 1.31. “Project” is defined in the Recitals to this Agreement.

Section 1.32. “Property” is defined in the Recitals to this Agreement.

Section 1.33. “Property Documents” is defined in Section 4.2.

Section 1.34. “Purchase Price” means One Million Four Hundred Thousand Dollars (\$1,400,000.00).

Section 1.35. “Seller” is defined in the preamble to this Agreement.

Section 1.36. “Seller’s knowledge” means the actual knowledge of Seller’s Board of Education, Superintendent, and Deputy Superintendent of Business Services.

Section 1.37. “Seller’s Response” is defined in Section 4.1(b).

Section 1.38. “Seller’s Response Period” is defined in Section 4.1(b).

Section 1.39. “Signature” is defined in Section 17.14.

Section 1.40. “State” is defined in the Recitals to this Agreement.

Section 1.41. “Surplus Property Laws” means all applicable laws pertaining to the disposition of school district surplus real property, pursuant to California Education Code Sections 17455, *et seq.*, and Sections 17536, *et seq.*, and California Government Code Sections 54220, *et seq.*

Section 1.42. “Title Company” means Fidelity National Title Company – 1000 Town Center Drive, Suite 125, Oxnard, CA 93036, attention: Alex Lee, Senior Commercial Title Officer.

Section 1.43. “Title Policy” means a CLTA owner’s policy of title insurance, dated as of the Closing Date, in an amount equal to the Purchase Price, insuring fee title to the Property vested in Buyer subject only to the Permitted Exceptions. Buyer may elect to obtain an ALTA owner’s policy of title insurance provided that the Closing shall not be delayed thereby, and provided further that Buyer shall be responsible for payment of all premium and survey costs for such policy that exceed the cost of the CLTA owner’s title policy.

Section 1.44. “Title Update” is defined in Section 4.1(b).

Section 1.45. “Title Update Review Period” is defined in Section 4.1(b).

ARTICLE II PURCHASE AND SALE; LICENSE

Section 2.1. Purchase and Sale, Generally. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller, AS IS, and on the terms and subject to the conditions set forth in this Agreement.

Section 2.2. Continued Temporary Use of Parking Lot and Marquee. Starting on the Closing Date, Buyer shall grant Seller a temporary license (the “License”) for continued use of the Parking Lot and the Marquee, all as set forth in that certain license agreement (the “License Agreement”), which is attached hereto as Exhibit “F” and incorporated herein by this reference.

ARTICLE III
OPENING OF ESCROW; ESCROW HOLDER; AND DEPOSITS

Section 3.1. Opening of Escrow. Within five (5) business days after the Effective Date, the Parties shall open an Escrow at the office of Escrow Holder by delivering an executed copy of this Agreement to Escrow Holder (the “Opening of Escrow”). This Agreement shall constitute joint escrow instructions to Escrow Holder. The Parties shall execute such additional instructions not inconsistent with the provisions of this Agreement which may be reasonably required by Escrow Holder and shall be bound by Escrow Holder’s general instructions; provided, however, that as between the Parties, if any conflict between the provisions of this Agreement and the provisions of Escrow Holder’s general instructions exists or arises, the provisions of this Agreement shall control.

Section 3.2. Escrow Holder Duties.

(a) On the same date as the Opening of Escrow, Escrow Holder shall complete the Escrow Holder Acknowledgement and Acceptance, attached hereto as Exhibit “G,” and transmit copies thereof to the Parties and their respective legal counsel, if any. Escrow Holder shall simultaneously notify the Parties in writing of the date of the Opening of Escrow and identify the Escrow number.

(b) Within five (5) business days thereafter, Escrow Holder shall provide the Parties with any supplemental instructions, including, but not limited to, any calculable dates, a verification of Deposits in Escrow, and the expected balance of the Purchase Price due at the Closing.

(c) By accepting this transaction for Escrow, Escrow Holder expressly agrees to diligently provide notice to the Parties and their legal counsel of the deadlines pursuant to this Agreement and of all significant events or actions of a Party affecting the Escrow and the Closing, regardless of whether such event or action affects only one Party. Escrow Holder further agrees to make all reasonable efforts to be responsive to the communications and inquiries of the Parties. Escrow Holder is designated the “real estate reporting person” for purposes of Section 6045 of the Internal Revenue Code of 1986, as amended, and Treasury Regulation 1.6045-4, and any instructions or settlement statement prepared by Escrow Holder shall so provide. Escrow Holder shall be responsible for filing Form 1099-S with the Internal Revenue Service. The obligations of the Escrow Holder set forth herein are a material part of the consideration given to the Parties in exchange for use of Escrow Holder’s services as described herein.

Section 3.3. Deposit.

(a) Upon mutual execution of this Agreement, Buyer shall deliver the sum of Twenty-Five Thousand Dollars (\$25,000.00) (the “Deposit”) to Escrow Holder. Escrow Holder shall place the Deposit in a non-interest-bearing account.

(b) The Deposit shall be applied to the Purchase Price at the Closing and shall be non-refundable to Buyer, except as provided in Sections 4.1(b), 8.3(a), 13.1(b), 13.2, and 14.1.

ARTICLE IV BUYER'S DUE DILIGENCE

Section 4.1. Title.

(a) The Parties acknowledge that, prior to the Effective Date, (i) Seller provided Buyer with a copy of the Preliminary Title Report, (ii) Buyer has conducted its title review of the Property, and (iii) Buyer has satisfied itself with the condition of title as of the Effective Date. If Buyer elects to obtain an additional preliminary title report from Title Company, Buyer shall do so at its sole cost and expense.

(b) In the event Title Company amends or updates the substantive content set forth in the Preliminary Title Report after the Effective Date (each, a "Title Update"), Buyer may elect, in its sole discretion, to furnish Seller with a written statement of title objections to any matter first raised in a Title Update within five (5) business days after its receipt of such Title Update (each, a "Title Update Review Period"). Should Buyer elect not to notify Seller in writing of any matter first disclosed in a Title Update on or prior to the Title Update Review Period, as applicable, Buyer shall, subject to the terms and conditions of this Agreement, be deemed to have approved such matters which shall be considered to be Permitted Exceptions. If Seller receives a timely objection to any Title Update in accordance with this Section 4.1(b) ("Buyer's Notice"), Seller shall have the right, but not the obligation, within five (5) business days after receipt of Buyer's Notice ("Seller's Response Period"), to notify Buyer that it elects to attempt to cure any such matter upon written notice to Buyer ("Seller's Response"), and may extend the Closing Date for up to sixty (60) calendar days to allow such cure. If Seller does not give any Seller's Response prior to the expiration of Seller's Response Period, Seller shall be deemed to have elected not to attempt to cure any such matter. If Seller elects (or is deemed to have elected) not to attempt to cure any title objection raised in any Buyer's Notice timely delivered by Buyer, or if Seller notifies Buyer that it elects to attempt to cure any such title objection but then does not for any reason effect such cure on or before the Closing Date as it may be extended hereunder, then Buyer, as its sole and exclusive remedy, shall have the option of terminating this Agreement by delivering written notice thereof to Seller. Buyer shall provide Seller such written termination notice within, as applicable, two (2) business days following Buyer's receipt of a Seller's Response stating that Seller will not attempt to cure any such title objection; the expiration of Seller's Response Period if Seller does not deliver a Seller's Response; or within five (5) business days after Seller's failure to cure by the Closing Date (as it may be extended hereunder) any title objection which Seller has previously elected to attempt to cure pursuant to a Seller's Response. In the event of such a termination,

Escrow Holder or Seller, as applicable, shall deliver or return to Buyer the Deposit without any written authorization from Seller, and neither Party shall have any further rights or obligations hereunder, except as expressly provided herein. If no such termination notice is timely received by Seller hereunder, Buyer shall be deemed to have waived all such title objections to any Title Update, in which event the matters identified in such Title Update shall become Permitted Exceptions, subject to the terms and conditions of this Agreement.

(c) Before or at the Closing, Seller shall deliver title to the Property at the Closing subject only to the Permitted Exceptions.

Section 4.2. Property Documents. Prior to the Opening of Escrow, Seller provided Buyer with copies of all permits, reports (including, without limitation, a phase I environmental assessment previously prepared for Seller), surveys, studies, agreements, documents, plans, maps and entitlements in Seller's possession concerning the Property and its improvement, development and ownership (collectively, the "Property Documents"). The Parties further expressly acknowledge that Buyer has no objections to the phase I environmental assessment and that Buyer has voluntarily and knowingly elected not to conduct a phase II environmental assessment of the Property.

Section 4.3. Physical Due Diligence; Access.

(a) Buyer has already conducted its due diligence with respect to the physical condition of the Property and satisfied itself generally therewith, including, but not limited, to the feasibility of using the Property for the Project.

(b) Notwithstanding the foregoing Section 4.3(a), from the Effective Date and prior to the Closing, Seller grants to Buyer and Buyer's agents, employees and consultants a nonexclusive license to enter at all reasonable times upon the Property, at their own cost and risk, and so long as they do not unreasonably interfere with Seller's possession, for the purpose of allowing Buyer to conduct whatever additional surveys and other physical examinations of the Property Buyer deems appropriate; provided, however, that Buyer shall obtain Seller's prior written consent to conduct invasive testing, which consent shall be in Seller's sole and absolute discretion. Buyer shall contact Seller to arrange reasonable dates and times for accessing the Property. Seller's consent to Buyer's request to access the Property shall not be unreasonably withheld, conditioned or delayed.

(c) Buyer shall indemnify, defend, and hold Seller free and harmless from all third-party loss and liability (including, without limitation, reasonable attorneys' fees and court costs) arising from such activities of Buyer and its agents, employees and consultants upon the Property prior to the Closing, and from all mechanic's, material persons' and other liens resulting solely and directly from any such conduct of Buyer and its agents and employees; provided, however, that Buyer shall have no liability for any loss or damage attributable to (i) the acts or omissions of Seller or Seller's agents, employees, invitees, or licensees (other than Buyer), or

(ii) Buyer's discovery of any fact, event or condition at the Property in the course of its due diligence investigations of the Property. Buyer shall repair and replace any damage to the Property caused by any entry on and/or examination of the Property by Buyer or Buyer's agents, employees, and consultants (excluding ordinary wear and tear). Buyer shall not permit or suffer the release or disposal of any Hazardous Substances on the Property prior to the Closing. Buyer's obligations pursuant to this Section 4.3 shall survive the Closing Date and any termination of Escrow.

ARTICLE V CLOSING DATE; PAYMENT OF PURCHASE PRICE

Section 5.1. Closing Date. The Closing shall occur on or before the Closing Date, unless extended by the written agreement of both Parties or as otherwise permitted by this Agreement.

Section 5.2. Balance of Purchase Price. On or before the Closing, Buyer shall deposit with Escrow Holder the balance of the Purchase Price, less the Deposit, and Buyer's share of closing costs and prorations as provided in Article VI below, in immediately available funds.

ARTICLE VI CLOSING COSTS AND PRORATIONS

Section 6.1. Closing Costs. Seller shall pay the CLTA premium for the Title Policy, any City and County documentary transfer taxes, and one-half (1/2) of Escrow Holder's escrow fees, in connection with the purchase and sale of the Property. Buyer shall pay any recording costs, one-half (1/2) of Escrow Holder's escrow fees, and any additional premium, survey or other costs for ALTA extended coverage title insurance over and above the CLTA premium costs, in connection with the purchase and sale of the Property. All other closing costs related to the transaction shall be paid by the Parties in the manner consistent with customary practice for vacant land sales in the County. Escrow Holder shall notify Buyer and Seller in writing of their respective shares of such costs at least five (5) business days before the Closing Date.

Section 6.2. Prorations. Real estate taxes and assessments, if any, shall be prorated on the basis of the most recent tax statement for the Property as of 12:01 a.m. Pacific Time on the Closing Date, on the basis of a three hundred sixty-five (365)-day year. At least five (5) business days before the Closing Date, Escrow Holder shall deliver to Seller and Buyer a tentative proration schedule setting forth a preliminary determination of prorations. If any information needed for the proration of any item is not available, the Parties shall re-prorate such item after the Closing and payment shall be made promptly to the Party entitled thereto. After the Closing, Seller shall remain solely responsible for and shall promptly pay before delinquency any real estate taxes and assessments relating to periods before the Closing Date.

Section 6.3. Other Property Operating Expenses. Seller shall pay all utility charges and other operating expenses attributable to the Property through the Closing Date. From and after the Closing Date, Seller and Buyer shall pay all utility charges and other operating expenses

attributable to the Property in accordance with the License Agreement. Seller shall not assign to Buyer any deposits which Seller has with any of the utility services or companies servicing the Property. Buyer shall arrange with such utility services and companies servicing the Property to have accounts opened in Buyer's name beginning at 12:01 a.m. Pacific Time on the Closing Date and Seller shall reasonably cooperate to facilitate any transfer of the utility services to Buyer. The obligations under this Article VI shall survive the Closing.

ARTICLE VII CLOSING DELIVERIES

Section 7.1. Closing Deliveries by Seller. No later than one (1) business day before the Closing Date, Seller shall deposit with Escrow Holder:

- (a) The Grant Deed in the form attached hereto as Exhibit "B", duly executed by Seller, acknowledged and in recordable form, subject only to the Permitted Exceptions;
- (b) An Assignment and a General Assignment and Bill of Sale in the form attached hereto as Exhibit "D", duly executed by Seller ("Bill of Sale");
- (c) Seller's Non-foreign Affidavit in the form attached hereto as Exhibit "E", duly executed by Seller ("Non-foreign Affidavit");
- (d) A California Form 593C Real Estate Withholding Exemption Certificate, duly executed by Seller (the "Form 593C");
- (e) The License Agreement in the form attached hereto as Exhibit "F", duly executed by Seller; and
- (f) Such other documents as may otherwise be necessary or reasonably required by Escrow Holder or Title Company to effect the sale, conveyance and delivery of the Property to Buyer.

Section 7.2. Closing Deliveries by Buyer. No later than one (1) business day before the Closing Date, Buyer shall deposit with Escrow Holder the following:

- (a) Immediately available funds, in accordance with Section 5.2;
- (b) Buyer's share of closing costs and cash charges, in accordance with Article VI;
- (c) The Grant Deed in the form attached hereto as Exhibit "B", duly executed by Buyer with respect to the Certificate of Acceptance;
- (d) The License Agreement in the form attached hereto as Exhibit "F", duly executed by Buyer; and

(e) Such other documents as may be necessary or reasonably required by Escrow Holder to effect the sale, assignment, transfer, conveyance and delivery of the Property to Buyer.

ARTICLE VIII CONDITIONS TO CLOSING

Section 8.1. Conditions to Buyer's Obligations. The Closing and Buyer's obligation to purchase the Property are subject to the satisfaction of the following conditions or Buyer's written waiver of such conditions on or before the Closing Date:

- (a) Seller shall have performed all obligations to be performed by Seller pursuant to this Agreement;
- (b) Seller's representations and warranties herein shall be true and correct in all material respects as of the Closing;
- (c) The Property shall be delivered vacant except for the Parking Lot and the Marquee;
- (d) Title Company shall be committed to issue to Buyer, as of the Closing Date, the Title Policy; and
- (e) Approval of this transaction by Buyer's Board of Supervisors.

Buyer may waive in writing any or all of such conditions in its sole and absolute discretion.

Section 8.2. Conditions to Seller's Obligations. The Closing and Seller's obligation to sell and convey the Property are subject to the satisfaction of the following conditions or Seller's written waiver of such conditions on or before the Closing Date:

- (a) Buyer shall have performed all obligations to be performed by Buyer pursuant to this Agreement on or before the Closing, including, but not limited to, the payment of the Purchase Price;
- (b) Buyer's representations, warranties and covenants set forth herein shall be true and correct in all material respects as of the Closing;
- (c) Seller's receipt of an HCD Approval Letter (as defined in Section 11.4) in a form acceptable to Seller in its sole discretion;
- (d) The Parties' execution of the License Agreement in a form substantially similar to the agreement set forth in Exhibit "F"; and
- (e) Approval of this transaction by Seller's Board of Education.

Seller may waive in writing any or all of such conditions in its sole and absolute discretion.

Section 8.3. Payment of Deposits.

(a) In the event the Closing does not occur on or before the Closing Date because of Seller's failure to satisfy or waive any or all of the conditions to the Closing set forth in Section 8.1 hereinabove (and not because of a default by Buyer), (i) Escrow and this Agreement shall terminate, (ii) Seller shall promptly pay the Deposit to Buyer, and (iii) Escrow Holder shall immediately return all other documents, instruments and moneys to the Party that deposited same.

(b) In the event the Closing does not occur on or before the Closing Date because of Buyer's failure to satisfy or waive any or all of the conditions to the Closing set forth in Section 8.2 hereinabove (and not because of damage or destruction of the Property under Section 13.1(b), a condemnation under Section 13.2 or a default by Seller), (i) Escrow shall terminate, (ii) Seller shall retain the Deposit as liquidated damages in accordance with Section 14.2, without additional instructions from Buyer or Seller, and (iii) Escrow Holder shall immediately return all other documents, instruments and moneys to the Party that deposited the same.

**ARTICLE IX
CLOSING**

Section 9.1. Escrow Holder's Actions. On or before the Closing Date, when Escrow Holder holds the items required to be deposited by Seller and Buyer as described in Article VII above, the conditions to closing set forth in Article VIII above have either occurred or have been waived by the Party benefitted thereby and Escrow Holder (or Title Company as applicable) is prepared to issue and deliver to Buyer the Title Policy, Escrow Holder is instructed and authorized to (a) record the Grant Deed in the Office of the County Recorder, (b) pay any transfer taxes, (c) instruct the County Recorder to return the Grant Deed to Buyer, (d) disburse to Seller from the funds deposited into Escrow by Buyer the Purchase Price less Seller's escrow and cash charges, (e) disburse from funds deposited by Buyer amounts toward payment of all other items chargeable to the account of Buyer hereunder, and disburse the balance of such funds, if any, to Buyer, and (f) deliver to Buyer the Bill of Sale, the Non-foreign Affidavit, the Form 593C, and the Title Policy.

Section 9.2. Escrow Cancellation Charges. If the Closing does not occur because of the default of a Party, the defaulting Party shall bear all Escrow Cancellation Charges (if any). If the Closing does not occur for any reason other than the default of a Party, Buyer shall pay any Escrow Cancellation Charges. As used herein, "Escrow Cancellation Charges" means all fees, charges and expenses incurred by Escrow Holder, or third parties engaged by Escrow Holder, as well as all expenses related to the services of Title Company in connection with the issuance of the Preliminary Report and other title matters by Title Company.

Section 9.3. Conveyance and Non-Exclusive Possession. On the Closing, Seller shall convey title to the Property to Buyer, subject only to the Permitted Exceptions, and Seller shall

deliver to Buyer possession of the Property, subject to the License Agreement but otherwise free of any licenses, leases or tenancies.

ARTICLE X REPRESENTATIONS AND WARRANTIES

Section 10.1. In General. There are no representations, agreements, arrangements or circumstances, oral or written, between the Parties relating to the subject matter contained in this Agreement that are not fully expressed in this Agreement, and neither Seller nor Buyer has made or does make any representation or warranty concerning any matter or thing affecting or relating to the Property not expressed in this Agreement.

Section 10.2. Representations and Warranties of Seller. Seller makes the following representations, warranties and covenants to Buyer as of the Effective Date and again as of the Closing Date:

(a) Seller is a political subdivision of the State, duly organized, validly existing and in good standing under the laws of the State. Seller owns the Property in fee simple.

(b) The persons executing this Agreement on behalf of Seller have the right, power and authority to bind Seller to this Agreement.

(c) This Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally, and specifically laws pertaining to disposition of surplus school property, including, without limitation, the Surplus Property Laws. To Seller's knowledge, neither this Agreement nor the consummation of any of the transactions contemplated hereby violates or shall violate any provision of any agreement or document to which Seller is a party or by which Seller is bound. No consent from any third party is required before any of the Property may be conveyed to Buyer or, if any such consent is required, Seller will obtain or has obtained the same prior to the Closing (including any board approval or similar approval).

(d) To Seller's knowledge, Seller is not in default under any contract, transaction, agreement, covenant, condition, restriction, lease, easement, encumbrance or instrument pertaining to the Property. Seller has not received any notice stating that an event has occurred that, with the giving of notice or the passage of time, or both, would constitute a material default under any contract, transaction, agreement, covenant, condition, restriction, lease, easement, encumbrance or instrument pertaining to the Property.

(e) There is no suit, action or arbitration, or legal, administrative or other proceeding or governmental investigation, formal or informal, including, but

not limited to, eminent domain or condemnation proceeding, proceeding to establish a new assessment district or increase the assessments imposed by an existing assessment district, or zoning change proceeding, pending or, to Seller's knowledge, threatened in writing, or any judgment or moratorium which affects the Property or would affect Buyer's ownership of the Property or anticipated development of the Property.

(f) There are no lawsuits, claims, suits, proceedings or investigations pending or, to Seller's knowledge, threatened against Seller affecting the Property nor, to Seller's knowledge, is there any basis for any of the same, and there are no lawsuits, suits or proceedings pending in which Seller is the plaintiff or claimant and which relate to the Property.

(g) Seller has made no oral or written commitments or representations to, or understandings or agreements with, any person, firm or entity or any adjoining property owner which would in any way be binding on Buyer or would interfere with Buyer's ability to develop and improve the Property with the Project, and Seller shall not make or enter into any such commitment, representations, understandings or agreements without Buyer's written consent.

(h) Seller is not bankrupt or insolvent under any applicable federal or state standard, nor has Seller filed for protection or relief under any applicable bankruptcy or creditor protection statute or has been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. Seller is not entering into the transactions described in this Agreement with intent to defraud any creditor or to prefer the rights of one creditor over any other.

(i) Except for the License Agreement, there are no contracts or agreements for services provided to the Property that will affect the Property following the Closing.

All representations and warranties of Seller in this Agreement are made as of the date of this Agreement and as of the Closing and shall survive the Closing and the recordation of the Grant Deed for a period of three (3) years. Seller shall be in material default hereunder if Seller is unable to make such representations and warranties truthfully as of the Closing Date.

Section 10.3. Representations and Warranties of Buyer. Buyer makes the following representations, warranties, and covenants to Seller as of the Effective Date and again as of the Closing Date:

(a) Buyer is a political subdivision of the State, duly organized, validly existing and in good standing under the laws of the State. Buyer has the right, power, and authority to enter into this Agreement and to perform its obligations hereunder. The persons executing this Agreement on behalf of Buyer have the right, power, and authority to bind Buyer to this Agreement.

(b) This Agreement constitutes the legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the rights of contracting parties generally. This Agreement does not violate any provision of any material agreement or document to which Buyer is a party or by which Buyer is bound.

(c) There are no lawsuits, claims, suits, proceedings, or investigations pending or, to Buyer's knowledge, threatened against Buyer arising out of or concerning Buyer's purchase of the Property. There are no actions, suits or proceedings pending or, to Buyer's knowledge, threatened against Buyer which question the legality or propriety of the transactions contemplated by this Agreement.

(d) Buyer has or will have examined the Property as of the Closing Date, is familiar with its physical condition, and Buyer acknowledges that, except as otherwise expressly set forth in this Agreement, Seller has not made and does not make any representations as to the physical condition of the Property or its fitness for a particular purpose.

(e) Buyer has conducted or will conduct, at its sole discretion, an independent investigation with respect to general plan designations, and zoning, ordinances, resolutions, and regulations of all authorities having jurisdiction over the Property and the use and improvement of the Property. Seller has not made representations to Buyer on any of these matters.

(f) Buyer does not have any financing, title or feasibility contingencies, except as expressly set forth herein.

All representations and warranties of Buyer in this Agreement are made as of the date of this Agreement and as of the Closing and shall survive the Closing and the recordation of the Grant Deed for a period of three (3) years. Buyer shall be in a material default if Buyer is unable to make such representations and warranties truthfully as of the Closing Date.

ARTICLE XI ADDITIONAL COVENANTS

Section 11.1. Notification by Seller of Certain Matters. During the period before the Closing, either Party shall advise the other as soon as reasonably possible or practical in writing of any material adverse change in the condition of the Property that comes to its attention, the discovery of any fact or event which would render any representation or warranty of such Party in this Agreement untrue or materially misleading, and the receipt of any written notice or other communication from any third person alleging that the consent of such third person is or may be required in connection with the transactions contemplated by this Agreement.

Section 11.2. No Encumbrance. Seller shall not, directly or indirectly, alienate, mortgage encumber, transfer, option, lease, assign, sell, transfer or convey its interest or any portion of such interest in the Property or any portion thereof prior to the Closing. Each Party shall timely discharge, before the Closing, any and all obligations relating to work performed on or conducted at or materials delivered to the Property from time to time by such Party, or at such Party's direction or on its behalf, in order to prevent the filing of any claim or mechanic's lien with respect to such work or materials.

Section 11.3. Cooperation. Seller shall (and Seller shall use its reasonable efforts to cause its consultants, engineers, contractors, and lenders, if any, and any other persons with an interest in the Property to) reasonably cooperate with Buyer in connection with Buyer's feasibility investigations under this Agreement, provided that such cooperation shall be at no material cost to Seller.

Section 11.4. HCD Approval Letter. The Parties acknowledge that (a) as a public agency, Seller is subject to the Surplus Property Laws; (b) Seller has declared the Property "exempt surplus property" (i) pursuant to Government Code section 54221(f)(1)(D) because the Property is being transferred to Buyer, which is "another local, state, or federal agency" and (ii) pursuant to Government Code section 54221(f)(1)(I) because the Property was previously subject to certain surplus property review processes set forth in Education Code section 17388; (c) in accordance with the Surplus Property Laws, at least thirty (30) calendar days prior to the Closing, Seller intends to provide the California Department of Housing and Community Development a true and correct copy of a final, signed resolution of Seller's Board of Education, which resolution officially declares the Property "exempt surplus property"; and (d) Seller must receive a copy of a formal findings letter from the California Department of Housing and Community Development (the "HCD Approval Letter") prior to and as a condition of the Closing. Seller covenants and agrees to use its best efforts to expeditiously receive the HCD Approval Letter. In the event that, despite Seller's best efforts, Seller has not received the HCD Approval Letter by the Closing Date, Seller may elect to extend the Closing Date by written notice to Buyer to satisfy this condition of closing; provided, however, that Seller covenants and warrants that Seller will continue to diligently pursue prompt receipt of the HCD Approval Letter.

ARTICLE XII RELEASE FROM LIABILITY

Buyer has fully reviewed the disclaimers and waivers set forth in this Agreement with its counsel and understands the significance and effect thereof. Buyer acknowledges and agrees that the disclaimers and other agreements set forth in this Agreement are an integral part of this Agreement and that Seller would not have agreed to sell the Property to Buyer for the Purchase Price without this disclaimer and other agreements set forth in this Agreement.

Without limiting the generality of the foregoing, but subject to the express representations, warranties and covenants set forth in this Agreement or in the documents to be delivered by Seller at the Closing, Buyer, on behalf of itself and its heirs, successors and assigns, hereby expressly waives, relinquishes, acquits, forever discharges and releases any and all past, present or future, fixed or contingent, matured or unmatured, liquidated or unliquidated, claims, causes of action,

cross-claims, liabilities, rights, remedies, demands (including letter-demands, notices, or inquiries from any person or governmental or quasi-governmental authority or agency), penalties, assessments, damages, requests, suits, lawsuits, costs (including attorneys' fees and expenses), actions, administrative proceedings or orders of whatever nature, character, type or description, whenever and however occurring, whether at law or in equity and whether sounding in tort or contract or any statutory or common law claim or remedy of any type (collectively, "Claims"), Buyer or any of its heirs, successors or assigns may now or hereafter have against Seller, whether known or unknown, with respect to the Property and the transactions contemplated by this Agreement, including, without limitation, (a) any latent or patent defect in the improvements and geological conditions of the Property, including, without limitation, subsidence and subsurface conditions; and (b) any past, present or future presence or existence of Hazardous Materials on, under or about the Property or with respect to any past, present or future violations of any rules, regulations, laws, ordinances or policies now or hereafter enacted regulating or governing the use, handling, storage or disposal of Hazardous Materials, including, without limitation (i) any and all rights Buyer may now or hereafter have to seek contribution from Seller under Section 113(f)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C.A. § 9613), as the same may be further amended or replaced by any similar law, rule or regulation, (ii) any and all Claims, whether known or unknown, now or hereafter existing, with respect to the Property under Section 107 of CERCLA (42 U.S.C.A. § 9607) and (iii) any and all rights Buyer may have under any other environmental or health and safety statute, law, rule, regulation, policy or ordinance.

Buyer hereby further agrees as follows:

Buyer acknowledges that there is a risk that subsequent to the execution of the release set forth herein, Buyer may discover, incur, or suffer from Claims which were unknown or unanticipated at the time this Agreement is executed, including, without limitation, unknown or unanticipated Claims which, if known by Buyer on the date this Agreement is being executed, may have materially affected Buyer's decision to execute this Agreement. Buyer acknowledges that Buyer is assuming the risk of such unknown and unanticipated Claims and agrees that this release applies thereto. Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Buyer represents and warrants that Buyer has been represented by independent counsel of Buyer's own choosing in connection with the preparation and review of the release set forth herein, that Buyer has specifically discussed with such counsel the meaning and effect of this release and that Buyer carefully read and understands the scope and effect of each provision contained herein. Subject to the express representations, warranties and covenants set forth in this Agreement or in

the documents delivered by Seller at the Closing, Buyer further represents and warrants that Buyer does not rely and has not relied upon any representation or statement made by Seller or any of its representatives, agents, partners, members, employees, attorneys, or officers with regard to the subject matter, basis or effect of this release.

Buyer represents and warrants to Seller that Buyer has not and shall not assign or transfer or purport to assign or transfer any Claim or Claims or any portion thereof or any interest therein to any party who does not acquire an interest in the Property or this Agreement and agrees to indemnify, defend and hold Seller harmless from and against any Claim or Claims based on or arising out of, whether directly or indirectly, any such assignment or transfer or purported assignment or transfer.

Notwithstanding anything to the contrary contained herein, the releases and waivers contained herein expressly exclude (a) any claim based upon Seller's alleged fraud or intentional misrepresentation and (b) any right Buyer may have to seek to have Seller added as an additional defendant (through an action in impleader or similar procedure) in a personal injury, wrongful death, personal property damage or similar action brought against Buyer by a third party as a result of matters arising prior to the Closing in order to establish any liability Seller may have to such third party.

ARTICLE XIII DAMAGE/DESTRUCTION/CONDEMNATION

Section 13.1. Damage or Destruction.

(a) In the event of damage or destruction of the Property or any portion of the Property prior to the Closing Date in an amount not exceeding Three Hundred Thousand Dollars (\$300,000.00), Buyer and Seller shall consummate this Agreement without change in the Purchase Price, provided that Seller shall assign to Buyer all of Seller's rights under any insurance policy covering the damage or destruction and shall indemnify and guarantee Buyer with respect to any costs incurred by Buyer in repairing and restoring the Property that are not paid by the insurance up to the amount of Three Hundred Thousand Dollars (\$300,000.00).

(b) In the event of damage or destruction of the Property or any portion of the Property prior to the Closing Date in an amount in excess of Three Hundred Thousand Dollars (\$300,000.00), Buyer may elect, in its sole discretion, either to terminate this Agreement upon written notice to Seller and Escrow Holder or to consummate this Agreement, in which event Seller shall assign to Buyer all of Seller's rights under any insurance policy covering the damage or destruction, but without the indemnity and guarantee provided in subsection (a) above. If Buyer terminates pursuant to this Section, (i) neither Party shall have any rights or responsibilities to the other, (ii) the Deposit shall be promptly returned to Buyer, (iii) any Escrow Cancellation Charges connected with this termination shall be shared one-half (½) by Buyer and one-half (½) by Seller, and (iv) Escrow Holder

shall immediately return all documents, instruments and money to the Party that deposited same.

Section 13.2. Condemnation.

(a) If, prior to the Closing Date, all of the Property is taken by eminent domain by a third-party public entity or is the subject of a pending taking by a third-party public entity which has not been consummated, Seller shall immediately notify Buyer of the event. In this event, this Agreement shall be immediately terminated. On termination of this Agreement, (i) neither Party shall have any rights or responsibilities to the other, (ii) the Deposit shall be promptly returned to Buyer, (iii) any Escrow Cancellation Charges in connection with the termination shall be shared one-half (½) by Buyer and one-half (½) by Seller, and (iv) Escrow Holder shall immediately return all documents, instruments and money to the Party that deposited same.

(b) If, prior to the Closing Date, a portion but not all of the Property is taken by eminent domain by a third-party public entity or is the subject of a pending taking by a third-party public entity which has not been consummated, Seller shall immediately notify Buyer of this event. Buyer shall then have the right to terminate this Agreement by written notice to Seller delivered within ten (10) business days after Buyer's receipt of this notice, if Buyer determines, in its sole discretion, that the portion of the Property subject to being taken would materially and adversely affect Buyer's intended use of the Property. If Buyer elects not to exercise the right to terminate pursuant to this Section, Seller shall assign and deliver to Buyer, and Buyer shall be entitled to receive, all awards, otherwise payable to Seller, for the taking by eminent domain. The Parties shall proceed to the Closing Date pursuant to the terms of this Agreement, except as necessitated by eminent domain action, and without any reduction in the Purchase Price. If Buyer terminates pursuant to this Section, (i) neither Party shall have any rights or responsibilities to the other, (ii) the Deposit shall be promptly returned to Buyer, (iii) any Escrow Cancellation Charges connected with this termination shall be shared one-half (½) by Buyer and one-half (½) by Seller, and (iv) Escrow Holder shall immediately return all documents, instruments and money to the Party that deposited same.

**ARTICLE XIV
REMEDIES**

Section 14.1. Buyer's Remedies. If the Closing does not occur by reason of Seller's default hereunder which is not cured within ten (10) business days after Seller's receipt of written notice from Buyer of such default, Buyer shall be entitled to elect in its sole discretion, as its sole and exclusive remedy, to (a) terminate this Agreement by written notice to Seller, in which event Escrow Holder shall return the Deposit to Buyer, (b) waive the condition and proceed to close the transaction without reduction in the Purchase Price, in which event Seller shall have no liability or obligation to Buyer with respect to such condition, or (c) sue Seller for specific performance but in no event shall Buyer be entitled to any claim for damages in any specific performance action.

Under no circumstances shall Seller be responsible for any consequential, incidental or punitive damages. As a condition precedent to Buyer exercising any right it may have to bring an action for specific performance hereunder, Buyer must commence such an action within thirty (30) calendar days after the occurrence of Seller's default. Buyer agrees that its failure to timely commence such an action for specific performance within such sixty (60)-calendar day period shall be deemed a waiver by it of its right to commence an action for specific performance. Buyer agrees to not file a *lis pendens* against the Property unless an action for specific performance is timely and properly brought hereunder. Buyer expressly and purposefully waives its right to pursue any other remedies to which Buyer may be entitled under this Agreement, at law and/or in equity.

The Parties witness their agreement to this limitation on Buyer's remedies by initialing this Section 14.1.

Initials of Buyer: _____ Initials of Seller: _____

Section 14.2. Seller's Remedies. If the Closing does not occur solely by reason of Buyer's failure to proceed with the Closing following the satisfaction or waiver of all conditions to the Closing for Buyer's benefit, and Buyer fails to proceed with the Closing within ten (10) business days after Buyer's receipt of written notice from Seller of such failure to proceed with the Closing following the satisfaction or waiver, Seller shall be released from the obligation to sell the Property to Buyer and shall be entitled to receive the Deposit as liquidated damages for this failure as its sole remedy. The Parties agree that it would be impractical or extremely difficult to fix actual damages if Buyer fails to close the Escrow following the satisfaction or waiver of all conditions to the Closing for Buyer's benefit, and that the foregoing amount is a reasonable estimate of these damages and that Seller shall retain the sums set forth in this provision as Seller's sole and exclusive right to damages.

The Parties witness their agreement to this liquidated damages provision by initialing this Section 14.2.

Initials of Buyer: _____ Initials of Seller: _____

ARTICLE XV REAL ESTATE BROKERAGE COMMISSION

Seller represents and warrants that it has not dealt with or been represented by any brokers or finders in connection with the purchase and sale of the Property. Buyer represents and warrants that it has not dealt with or been represented by any brokers or finders in connection with the purchase and sale of the Property, and that Buyer shall pay Buyer's Broker any and all real estate commissions owed to it pursuant to a separate written agreement. Each Party shall indemnify and hold the other free and harmless from and against all third-party costs and liabilities including, without limitation, attorneys' fees and the costs and expenses of litigation or other proceedings which may be instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying Party in connection with this transaction. The Parties further agree that no broker shall be a party to or a third-party beneficiary of this

Agreement or the Escrow, and that no consent of any broker shall be necessary for any agreement, amendment, or document with respect to the transactions contemplated by this Agreement.

**ARTICLE XVI
OPERATION OF PROPERTY THROUGH CLOSING DATE**

Seller hereby covenants with Buyer that, before the Closing Date or earlier termination of this Agreement, Seller shall not enter into or amend any lease, service contract or any other agreement or contract materially and adversely affecting or relating to the Property that will survive the Closing Date without the prior written consent of Buyer, which consent may be withheld in Buyer's sole discretion. Seller shall not permit or suffer the release or disposal of any asphalt/fill material or other Hazardous Substance on the Property. During the pendency of the Escrow, Seller shall, at Seller's sole expense: (a) keep its customary property insurance covering the Property in effect until the Closing (provided, however, that the terms of any such coverage maintained in blanket form may be modified as Seller deems necessary); and (b) operate and manage the Property in a manner consistent with Seller's practices in effect prior to the Effective Date.

**ARTICLE XVII
MISCELLANEOUS**

Section 17.1. No Assignment. Neither Party shall assign this Agreement or its rights and obligations hereunder. Any attempted assignment shall be void and of no force or effect.

Section 17.2. No Modifications. No addition to or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by both Seller and Buyer.

Section 17.3. Construction of Agreement. Each Party and attorneys for each Party have participated in the drafting and preparation of this Agreement. Therefore, the provisions of this Agreement shall not be construed in favor of or against either Party but instead shall be construed as if both Parties equally prepared this Agreement.

Section 17.4. Headings. The Article and Section headings herein are used for the purpose of convenience only and shall not be deemed to limit the subject of the Articles or Sections of this Agreement or to be considered in their construction. Unless otherwise specifically referring to another instrument or document, references to "Articles" or "Sections" refer to the Articles and Sections of this Agreement.

Section 17.5. Governing Law; Venue. The laws of the State of California shall govern the interpretation, validity, performance, and enforcement of this Agreement. The venue for any arbitration, mediation or other action or proceeding related to enforcement or interpretation of this Agreement shall be the County of Ventura. In the event of any litigation related to this Agreement, the Parties irrevocably submit themselves to the jurisdiction of the Superior Court of Ventura County. Each Party hereby waives and expressly agrees not to assert, in any manner whatsoever, any claim or allegation that it is not personally subject to the jurisdiction of the aforementioned

court. The Parties further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the venue is improper.

Section 17.6. Time of the Essence. Time is of the essence for each and every provision of this Agreement. Unless business days are expressly provided for, all references to “days” herein shall refer to consecutive calendar days. If the Closing Date or any other date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, such date shall automatically be extended to the next day which is not a Saturday, Sunday or federal, state or legal holiday.

Section 17.7. Successors and Assigns. Notwithstanding the generality of Section 17.1, all of the provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Parties.

Section 17.8. Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder and to carry out the intent of this Agreement.

Section 17.9. No Waiver. The waiver by one Party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such Party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedies unless they are expressly excluded.

Section 17.10. Severability. If any provision of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null, or void or against public policy, the remaining provisions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

Section 17.11. Gender and Number. In this Agreement the masculine, feminine and neuter genders and the singular and the plural include one another, unless the context requires otherwise.

Section 17.12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, representations, negotiations, and understandings of the Parties, oral or written, including any letters of intent. The foregoing sentence shall in no way affect the validity of any instrument or document executed by the Parties in the form of the exhibits attached to this Agreement.

Section 17.13. Incorporation of Exhibits. All exhibits to this Agreement are incorporated herein by this reference.

Section 17.14. Counterparts; Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon, provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by facsimile or electronic transmission (such as PDF transmitted by email). Each Party may adopt as its signature an electronic identification consisting of a symbol or code which must be affixed to this Agreement where indicated (“Signature”). Each Party agrees that any Signature of such party affixed to or contained in this Agreement will be sufficient to verify that such party executed such document, and that a Signature shall be treated as original.

Section 17.15. Notices. Any notice to be given hereunder to either Party or to Escrow Holder shall be in writing and shall be given either by (i) personal delivery (including express or courier service), (ii) electronic mail, provided that the party follows up such electronic mail delivery with delivery by another method set forth in this Section, or (iii) by registered or certified mail, with return receipt requested, postage prepaid and addressed as follows:

(a) If to Seller: Simi Valley Unified School District
101 W. Cochran Street
Simi Valley, California 93065
Attention: Mr. Ron Todo, Associate
Superintendent
Telephone: (805) 306-4500, ext. 4011
Email: ron.todo@simivalleyusd.org

With copies to: Myers, Widders, Gibson, Jones &
Feingold, L.L.P.,
39 N. California Street
Ventura, California 93001
Attention: Jacquelyn D. Ruffin, Esq.
Telephone: (805) 644-7188
Email: jruffin@mwgjlaw.com

(b) If to Buyer: County of Ventura
800 S. Victoria Avenue
Ventura, California 93009
Attention: Joan Araujo
Email: joan.aruajo@ventura.org

With copies to: Office of County Counsel
800 S. Victoria Avenue
Ventura, California 93009
Attention: Karen Marble
Telephone: (805) 654-2580
Email: karen.marble@ventura.org

- (c) If to Escrow Holder: Fidelity National Title Company
1000 Town Center Drive, Suite 125
Oxnard, California 93036
Attention: Lisa Figgins
Telephone: (805) 666-4054
Email: lisa.figgins@fnf.com

- (d) If to Title Company: Fidelity National Title Company
1000 Town Center Drive, Suite 125
Oxnard, California 93036
Attention: Alex Lee
Telephone: (805) 383-2353
Email: alex.lee@fnf.com

Either Party may, by written notice to the other and to Escrow Holder, designate a different address which shall be substituted for the one specified above. Any such notice shall be deemed to have been delivered upon its receipt or upon the second attempt at delivery or refusal to accept delivery, as evidenced by the regular records of the person or entity attempting delivery.

Section 17.16. Relationship of Parties. The Parties agree that their relationship is that of Seller and Buyer, respectively, and that nothing contained herein shall make either Party the fiduciary of the other for any purpose whatsoever, nor shall this Agreement be deemed to create any form of business organization between the Parties, including, without limitation, a joint venture or partnership, nor is either Party granted any right or authority to assume or create any obligation or responsibility on behalf of the other Party, nor shall either Party be in any way liable for any debt of the other.

Section 17.17. Survival. The agreements, representations, covenants, and warranties of the Parties contained herein shall survive the Closing and the delivery of the Grant Deed for a period of three (3) years.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

“SELLER”

SIMI VALLEY UNIFIED SCHOOL DISTRICT,
a political subdivision of the State of California

By: _____
Mr. Ron Todo, Associate Superintendent

“BUYER”

COUNTY OF VENTURA

By: _____
Ms. Joan Araujo, Central Services Director

EXHIBIT A-1
LEGAL DESCRIPTION OF PROPERTY

(to be confirmed by Title Company)

All that certain real property situated in the County of Ventura, State of California, described as follows:

PARCEL 1: (APN 642-0-022-050)

Being a portion of Section 11, Township 2 North, Range 18 West, Rancho Simi, County of Ventura, State of California, as shown on the map recorded in Book 3, Page 7 of Miscellaneous Records, in the office of the County Recorder of said County and described as follows:

Beginning at the intersection of the southerly line of that portion of Los Angeles Avenue, 60 feet wide, as recorded on December 1, 1888, in Book 26, Page 209 of Deeds, with the westerly line of Blackstock Avenue (Royal Avenue), 60.00 feet wide, as recorded on March 15, 1912, in Book 132, Page 486 of Deeds; thence, along said westerly line,

1st - South 176.22 feet to the southerly line of that property deeded to the County of Ventura on December 22, 1955, and recorded in Book 1376, Page 320 of Official Records; thence, along said southerly line,

2nd - North 89° 59' West 150.19 feet; thence,

3rd - North 176.22 feet to the southerly line of said portion of Los Angeles Avenue; thence, along said southerly line,

4th - South 89° 59' East 150.19 feet to the point of beginning.

PARCEL 2: (APN 642-0-022-060)

That portion of the northeast quarter of the southwest quarter of Section 11, Township 2 North, Range 18 West, Rancho Simi, in the City of Simi Valley, County of Ventura, State of California, according to the map recorded in Book 5, Page 7 of Maps, described as follows:

Beginning at the intersection of the southerly line of Los Angeles Avenue, 60 feet wide, as described in the deed to Ventura County, recorded in Book 26, Page 209 of Deeds, with the westerly line of Royal Avenue, 60 feet wide, as described in the Deed to said Ventura County in Book 132, Page 486 of Deeds; thence along said southerly line of Los Angeles Avenue,

1st – North 89° 59' West 347.19 feet to the westerly line of the land described in the deed to Simi Valley Union High School District, recorded October 21, 1922 in Book 189, Page 149 of Deeds; thence along said westerly line,

2nd – South 1443.55 feet to a point in the North line of the land described in the deed to Irving Van Duyne Brown, recorded in Book 128, Page 245 of Deeds; thence along said North line,

3rd – South 89° 59' East 347.19 feet to the westerly line of said Royal Avenue; thence along said westerly line of Royal Avenue,

4th – North 1443.55 feet to the point of beginning.

EXCEPTING therefrom that portion of said land as granted to Ventura County, a political subdivision of the State of California, by deed recorded February 14, 1956 as Instrument No. 6100 in Book 1376, Page 320, of Official Records of the County of Ventura.

FURTHER EXCEPTING therefrom that portion of said land as granted to the County of Ventura, for and on behalf of the Ventura County Fire Protection District, by deed recorded August 23, 1984 as Instrument No. 1984-93966 of Official Records of the County of Ventura.

FURTHER EXCEPTING therefrom that portion of said land lying southerly of the northerly line of the easement for public road as conveyed to Ventura County by deed recorded April 26, 1940 in Book 577, Page 666 of Official Records of the County of Ventura.

EXHIBIT A-2
SITE LOCATION / AERIAL PHOTOGRAPH



EXHIBIT B
GRANT DEED

RECORDING REQUESTED BY:

Lawyers Title – Ventura
Escrow No.: _____

AND WHEN RECORDED, MAIL
DOCUMENT TO AND MAIL TAX
STATEMENTS TO:

County of Ventura
800 S. Victoria Avenue
Ventura, California 93009
Attention: CEO

APNs 642-0-022-050 and 642-0-022-060

Space Above for Recorder's Use Only

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES:

Transfer Tax Not Applicable: Rev. & Tax. Code § 11922
Exempt from Recording Fees: Gov. Code § 27383

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SIMI VALLEY UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California (“Grantor”), hereby grants to the COUNTY OF VENTURA (“Grantee”), the real property located at the southwest corner of Los Angeles Avenue and Blackstock Avenue, in the City of Simi Valley, County of Ventura, State of California, as described on Exhibit “1,” which is attached hereto and incorporated herein by reference, together with all appurtenant improvements, rights, easements, tenements and estates (the “Property”).

“Grantor”

SIMI VALLEY UNIFIED SCHOOL DISTRICT,
a political subdivision of the State of California

By: _____
Mr. Ron Todo, Associate Superintendent

Date: _____

CERTIFICATE OF ACCEPTANCE OF GRANT DEED

This is to certify that the interest in real property conveyed by the grant deed dated _____, 2024 from Simi Valley Unified School District, a political subdivision of the State of California, to the County of Ventura, is hereby accepted by the undersigned officer on behalf of the County of Ventura, pursuant to authority conferred by resolution of the Board of Supervisors on _____ and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

COUNTY OF VENTURA

By: _____
Ms. Joan Araujo, Central Services Director

EXHIBIT "1" TO GRANT DEED

LEGAL DESCRIPTION

All that certain real property situated in the County of Ventura, State of California, described as follows:

PARCEL 1: (APN 642-0-022-050)

Being a portion of Section 11, Township 2 North, Range 18 West, Rancho Simi, County of Ventura, State of California, as shown on the map recorded in Book 3, Page 7 of Miscellaneous Records, in the office of the County Recorder of said County and described as follows:

Beginning at the intersection of the southerly line of that portion of Los Angeles Avenue, 60 feet wide, as recorded on December 1, 1888, in Book 26, Page 209 of Deeds, with the westerly line of Blackstock Avenue (Royal Avenue), 60.00 feet wide, as recorded on March 15, 1912, in Book 132, Page 486 of Deeds; thence, along said westerly line,

1st - South 176.22 feet to the southerly line of that property deeded to the County of Ventura on December 22, 1955, and recorded in Book 1376, Page 320 of Official Records; thence, along said southerly line,

2nd - North 89° 59' West 150.19 feet; thence,

3rd - North 176.22 feet to the southerly line of said portion of Los Angeles Avenue; thence, along said southerly line,

4th - South 89° 59' East 150.19 feet to the point of beginning.

PARCEL 2: (APN 642-0-022-060)

That portion of the northeast quarter of the southwest quarter of Section 11, Township 2 North, Range 18 West, Rancho Simi, in the City of Simi Valley, County of Ventura, State of California, according to the map recorded in Book 5, Page 7 of Maps, described as follows:

Beginning at the intersection of the southerly line of Los Angeles Avenue, 60 feet wide, as described in the deed to Ventura County, recorded in Book 26, Page 209 of Deeds, with the westerly line of Royal Avenue, 60 feet wide, as described in the Deed to said Ventura County in Book 132, Page 486 of Deeds; thence along said southerly line of Los Angeles Avenue,

1st – North 89° 59' West 347.19 feet to the westerly line of the land described in the deed to Simi Valley Union High School District, recorded October 21, 1922 in Book 189, Page 149 of Deeds; thence along said westerly line,

2nd – South 1443.55 feet to a point in the North line of the land described in the deed to Irving Van Duyne Brown, recorded in Book 128, Page 245 of Deeds; thence along said North line,

3rd – South 89° 59' East 347.19 feet to the westerly line of said Royal Avenue; thence along said westerly line of Royal Avenue,

4th – North 1443.55 feet to the point of beginning.

EXCEPTING therefrom that portion of said land as granted to Ventura County, a political subdivision of the State of California, by deed recorded February 14, 1956 as Instrument No. 6100 in Book 1376, Page 320, of Official Records of the County of Ventura.

FURTHER EXCEPTING therefrom that portion of said land as granted to the County of Ventura, for and on behalf of the Ventura County Fire Protection District, by deed recorded August 23, 1984 as Instrument No. 1984-93966 of Official Records of the County of Ventura.

FURTHER EXCEPTING therefrom that portion of said land lying southerly of the northerly line of the easement for public road as conveyed to Ventura County by deed recorded April 26, 1940 in Book 577, Page 666 of Official Records of the County of Ventura.

EXHIBIT C
HAZARDOUS SUBSTANCES

The term “Hazardous Substance” as used in this Agreement shall include, without limitation, any substance, chemical, compound, waste, material or mixture which is (or which contains or is the decomposition product of any substance, chemical compound, or mixture which is):

(i) a “Hazardous Substance”, “Hazardous Material”, “Hazardous Waste”, or “Toxic Substance” under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101, *et seq.*, or the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.*;

(ii) an “Extremely Hazardous Waste”, a “Hazardous Waste”, or a “Restricted Hazardous Waste”, under §§ 25115, 25117 or 25122.7 of the California Health and Safety Code, or is listed or identified pursuant to §§ 25140 or 44321 of the California Health and Safety Code;

(iii) a “Designated Waste” under California Water Code § 13173;

(iv) a “Hazardous Substance”, “Hazardous Material”, “Hazardous Waste”, “Toxic Air Contaminant”, or “Medical Waste” under §§ 25281, 25501, 25117, 39655, 78075, or 117690 of the California Health and Safety Code;

(v) “Oil” or a “Hazardous Substance” listed or identified pursuant to § 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, as well as any other hydrocarbonic substance, byproduct, or waste;

(vi) listed or defined as a “Hazardous Waste”, “Extremely Hazardous Waste”, or an “Acutely Hazardous Waste” pursuant to Chapter 11 of Title 22 of the California Code of Regulations;

(vii) listed by the State of California as a chemical known by the State to cause cancer or reproductive toxicity pursuant to § 25249.8(a) of the California Health and Safety Code;

(viii) a material which due to its characteristics or interaction with one or more other substances, chemical compounds, or mixtures, damages or threatens to damage, human or animal health, public or worker safety, or the environment, or is required by any law or public agency to be remediated, including remediation which such law or public agency requires in order for the property to be put to any lawful purpose;

(ix) any material the presence of which would require remediation pursuant to the guidelines set forth in the State of California Leaking Underground Fuel Tank Field Manual, whether or not the presence of such material resulted from a leaking underground fuel tank;

(x) pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136, *et seq.*;

(xi) radon, asbestos, PCBs, and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. §§ 2601, *et seq.* or other applicable laws;

(xii) any radioactive material including, without limitation, any “source material”, “special nuclear material”, “by-product material”, “low-level wastes”, “high-level radioactive waste”, “spent nuclear fuel” or “transuranic waste”, “special waste” and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act, 42 U.S.C. §§ 2011, *et seq.*, the Nuclear Waste Policy Act, 42 U.S.C. §§ 10101, *et seq.*, or pursuant to the California Radiation Control Law, California Health and Safety Code §§ 114960, *et seq.*;

(xiii) industrial process and pollution control wastes, whether or not “hazardous” within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.* or the Hazardous Waste Control Act, California Health and Safety Code §§ 25100, *et seq.*;

(xiv) regulated under the Occupational Safety and Health Act, 29 U.S.C. §§ 651, *et seq.*, or the California Occupational Safety and Health Act, California Labor Code §§ 6300, *et seq.*;

(xv) regulated under the Clean Air Act, 42 U.S.C. §§ 7401, *et seq.* or pursuant to Division 26 of the California Health and Safety Code; and/or

(xvi) any condition or circumstance in violation of the applicable law, including without limitation one which constitutes a material nuisance, waste, trespass or which results in objectionable odors, dust or otherwise adversely and materially impacts use of the subject real property.

EXHIBIT D
GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE (this "Assignment") is made as of _____, by and between Simi Valley Unified School District, a political subdivision of the State of California ("Assignor") and County of Ventura ("Assignee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, grants, delivers, transfers, and assigns to Assignee, without representation or warranty of any kind whatsoever, all of Assignor's right, title and interest in, to and under any and all of the following items, to the extent that they are related to that certain Property located at the southwest corner of Los Angeles Avenue and Blackstock Avenue, in the City of Simi Valley, County of Ventura, State of California, which is more particularly described in Exhibit 1 attached hereto and incorporated herein by this reference ("Property"):

(a) All governmental zoning, use, occupancy and operating permits, development agreements and entitlements, and all other government permits, licenses, approvals and certificates obtained in connection with the Property.

(b) All plans and specifications and other architectural and engineering drawings for buildings, structures and fixtures located on the Property, whether existing or anticipated.

(c) Any guaranties and warranties in effect with respect to any portion of the Property as of the date hereof.

Assignee hereby accepts the foregoing assignment of the interests described herein above. This Assignment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of Assignor and Assignee, respectively.

"Assignor"

SIMI VALLEY UNIFIED SCHOOL DISTRICT,
a political subdivision of the State of California

By: _____
Mr. Ron Todo, Associate Superintendent

EXHIBIT 1 TO GENERAL ASSIGNMENT AND BILL OF SALE

All that certain real property situated in the County of Ventura, State of California, described as follows:

PARCEL 1: (APN 642-0-022-050)

Being a portion of Section 11, Township 2 North, Range 18 West, Rancho Simi, County of Ventura, State of California, as shown on the map recorded in Book 3, Page 7 of Miscellaneous Records, in the office of the County Recorder of said County and described as follows:

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1st - South 176.22 feet to the southerly line of that property deeded to the County of Ventura on December 22, 1955, and recorded in Book 1376, Page 320 of Official Records; thence, along said southerly line,

2nd - North 89° 59' West 150.19 feet; thence,

3rd - North 176.22 feet to the southerly line of said portion of Los Angeles Avenue; thence, along said southerly line,

4th - South 89° 59' East 150.19 feet to the point of beginning.

PARCEL 2: (APN 642-0-022-060)

That portion of the northeast quarter of the southwest quarter of Section 11, Township 2 North, Range 18 West, Rancho Simi, in the City of Simi Valley, County of Ventura, State of California, according to the map recorded in Book 5, Page 7 of Maps, described as follows:

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1st – North 89° 59' West 347.19 feet to the westerly line of the land described in the deed to Simi Valley Union High School District, recorded October 21, 1922 in Book 189, Page 149 of Deeds; thence along said westerly line,

2nd – South 1443.55 feet to a point in the North line of the land described in the deed to Irving Van Duyne Brown, recorded in Book 128, Page 245 of Deeds; thence along said North line,

3rd – South 89° 59' East 347.19 feet to the westerly line of said Royal Avenue; thence along said westerly line of Royal Avenue,

4th – North 1443.55 feet to the point of beginning.

EXCEPTING therefrom that portion of said land as granted to Ventura County, a political subdivision of the State of California, by deed recorded February 14, 1956 as Instrument No. 6100 in Book 1376, Page 320, of Official Records of the County of Ventura.

FURTHER EXCEPTING therefrom that portion of said land as granted to the County of Ventura, for and on behalf of the Ventura County Fire Protection District, by deed recorded August 23, 1984 as Instrument No. 1984-93966 of Official Records of the County of Ventura.

FURTHER EXCEPTING therefrom that portion of said land lying southerly of the northerly line of the easement for public road as conveyed to Ventura County by deed recorded April 26, 1940 in Book 577, Page 666 of Official Records of the County of Ventura.

EXHIBIT E
NON-FOREIGN AFFIDAVIT

Section 1445 of the Internal Revenue Code of 1986, as amended, provides that a transferee of a U.S. Property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. Property interest by SIMI VALLEY UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California ("Transferor"), the undersigned certifies the following on behalf of Transferor:

- (i) Transferor 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);
- (ii) Transferor's U.S. employer identification number is _____; and
- (iii) Transferor's office address is 101 West Cochran Street, Simi Valley, California 93065.
- (iv) Transferor understands that this certification may be disclosed to the Internal Revenue Service by 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, to the best of my knowledge and belief it is true, correct, and complete. I further declare that I have authority to sign this document on behalf of Transferor.

Dated: _____

"Transferor"

SIMI VALLEY UNIFIED SCHOOL DISTRICT,
a political subdivision of the State of California

By: _____
Mr. Ron Todo, Associate Superintendent

EXHIBIT F
LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “License Agreement”) is made and entered into as of _____, 2024 (the “Effective Date”) by and between the County of Ventura (“Licensor”) and Simi Valley Unified School District, a political subdivision of the State of California (“Licensee”). Licensor and Licensee are at times referred to herein individually as “Party” and collectively as “Parties.”

RECITALS

A. Licensor owns that certain real property located at the southwest corner of E. Los Angeles Avenue and Blackstock Avenue in the City of Simi Valley, County of Ventura, State of California (the “Property”).

B. The Property is comprised of two parcels, identified by Ventura County Assessor Parcel Numbers 642-0-022-050 and 642-0-022-060, and consists of approximately 1.07 acres of land. The southern portion of the Property is improved with a parking lot (the “Parking Lot”), consisting of approximately fifty-three (53) parking spaces, as pictorially depicted on Exhibit “1.” An approximately twenty feet (20’) by two feet (2’) electronic marquee (the “Marquee”) is situated on the northeastern corner of the Property, as also pictorially depicted on Exhibit “1.” The Property is currently otherwise unimproved.

C. Immediately before the Effective Date, Licensee owned the Property. Licensee transferred the Property to Licensor pursuant to that certain Purchase and Sale Agreement and Joint Escrow Instructions, dated as of September 25, 2024 (the “Purchase Agreement”).

D. The Purchase Agreement provides that Licensor will allow Licensee to continue to use the Parking Lot and the Marquee after closing for Licensee’s adjacent adult school located at 1880 Blackstock Avenue, in the City of Simi Valley, County of Ventura, State of California, commonly known as the Simi Institute for Careers & Education (the “Adult School”). This License Agreement memorializes and details the terms and conditions of such continued use.

E. Licensor is willing to permit Licensee to use the Parking Lot and the Marquee pursuant to the terms and conditions set forth in this License Agreement, and in recognition of the important community services provided at the Adult School.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants of the Parties to this License Agreement, and other good and valuable consideration, receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Grant of License. Licensor grants to Licensee an exclusive, irrevocable license (the “License”) to use the Parking Lot and the Marquee for the permitted uses specified in Section 2 during the Term. Licensee shall have no right to use any other portion of the Property without the prior written consent of Licensor. The Parties expressly acknowledge and agree that

Licensee's use of the Parking Lot and the Marquee shall cease prior to such time that Licensor commences construction of a new facility on the Property.

2. Uses. Licensee shall have the exclusive right to continue to use the Parking Lot solely for passenger vehicle parking for the Adult School, including for Licensee's employees, students, and visitors. The Parking Lot shall not be used for overnight parking. Licensee shall also have the exclusive right to continue to use the Marquee to identify the location of the Adult School.

3. License Fee. In recognition of the important community services provided at the Adult School, and as negotiated in connection with the Purchase Agreement, Licensee shall pay Licensor the sum of Zero Dollars (\$0.00) per year for the License.

4. Term; Termination.

a. Term Length. The term of this License Agreement (the "Term") shall commence as of the Effective Date and shall automatically renew on a month-to-month basis unless terminated in accordance with Section 4(b) below.

b. Termination. This License Agreement may be terminated as follows:

- i. At any time during the Term, by mutual written agreement of the Parties;
- ii. At any time on or prior to June 30, 2025, by Licensor for convenience, upon providing Licensee at least ninety (90) calendar days' prior written notice;
- iii. At any time on or after July 1, 2025, by Licensor for convenience, upon providing Licensee at least thirty (30) calendar days' prior written notice; or
- iv. At any time during the Term, by Licensee for convenience.

c. Duties upon Termination. Upon the expiration or termination of this License Agreement, as applicable, Licensee, at its sole cost and expense, shall be responsible to perform the following tasks:

- i. Clean and restore the Parking Lot to a condition similar to that existing prior to the Effective Date, subject to reasonable wear and tear;
- ii. Remove or cause the removal of all personal property on the Parking Lot including, but not limited to, removal of all vehicles; and

- iii. Remove or cause the removal of the Marquee from the Property and take all reasonable steps to complete such removal within thirty (30) calendar days of any notice of termination provided in accordance with this Section 4.

In the event that Licensee fails to timely vacate the Parking Lot and leave it in a clean and undamaged condition, and remove the Marquee from the Property, Licenser may arrange for the cleaning and/or repair of the Parking Lot and the removal of personal property and the Marquee, the cost of which will be payable to Licenser by Licensee within thirty (30) calendar days of demand.

d. Survival. The Parties' obligations under Section 10 (indemnification) and all general provisions of this License Agreement shall survive termination of this License Agreement.

5. Security. Licenser shall have no obligation to provide security (including, but not limited to, lighting) for the Parking Lot. Any security for the Parking Lot shall be the sole responsibility of Licensee at Licensee's sole cost and expense.

6. Licenser Obligations. Licenser shall not interfere with Licensee's license rights under this License Agreement. So long as this License Agreement is in effect, Licenser shall not reduce or eliminate any of the existing parking spaces in the Parking Lot or otherwise reduce the size of the Parking Lot, nor shall Licenser remove, disturb or relocate the Marquee. Licenser shall be solely responsible for payment of costs and expenses related to any utilities servicing the Property (except for utilities servicing the Marquee, which shall be Licensee's responsibility as set forth in Section 7(b) below).

7. Licensee Obligations. In addition to any other terms and conditions set forth in this License Agreement, Licensee agrees to fulfill the following obligations during the Term.

a. Limited Use. Licensee shall ensure that the Parking Lot is used only for the Adult School, and that no vehicles are left in the lot overnight. Licenser may utilize the Parking Lot at any time consistent with this License Agreement. Licensee shall only use the Marquee for advertisement and notification of the location of the Adult School.

b. Marquee Expenses. Licensee shall be solely responsible for paying for any costs and expenses related to Licensee's use of the Marquee, including, but not limited to, all maintenance, repair, replacement, operational and utility costs and expenses.

c. No Alterations. Licensee shall not make any alterations in or to the Parking Lot or any structural alterations to the Marquee without the prior written consent of Licenser.

d. Damage. Licensee shall be responsible for repairing any damage to the Parking Lot arising from or connected to Licensee's use of the Parking Lot; provided, however, that Licensee shall not be liable for any damages caused by Licensor or Licensor's employees, invitees, agents, or contractors.

e. No Nuisance or Waste. Licensee shall not commit, suffer, or permit any nuisance or waste, environmental waste, damage or destruction to occur in or about the Parking Lot and shall not permit the use of the Parking Lot or the Marquee for any illegal or immoral purpose. Licensee further agrees to comply with all state and federal laws and local ordinances concerning the Parking Lot, the use of the Parking Lot, and the Marquee. Licensee shall comply with all federal, state and local laws, regulations, and ordinances and the terms of this License Agreement.

f. No On-Site Vehicle Repairs. Licensee shall not permit any vehicle to be subject to repair and maintenance in the Parking Lot (except for emergency tire changes and vehicle jumpstarts).

g. Towing. Licensee shall be responsible for towing any vehicles which are parked in the Parking Lot without Licensee's consent or authorization.

h. No Stop Payment Notices or Encumbrances. Licensee shall keep the Property free and clear of any and all mechanics', materialmen's and judgment liens, stop payment notices, and similar encumbrances arising, or alleged to arise, from any work performed, materials furnished or used or similar activities in connection with Licensee's use of the Parking Lot and the Marquee. If any liens, stop payment notices or similar encumbrances are placed upon the Property in connection with Licensee's activities on or about or in connection with the Parking Lot and Marquee, Licensee shall diligently pursue all necessary actions to promptly remove such liens, stop payment notices or similar encumbrances by payment or recording a lien release bond or in any other reasonable manner, and to save and hold Licensor free and harmless from any and all such liens and claims of liens.

i. Insurance. Licensee shall maintain its current insurance or self-insurance policy covering the Property in place.

8. Licensor's Right to Inspect. Licensor, through its employees or agents, shall have the right to enter upon the Property at all reasonable times during the Term for the purpose of inspecting the same and making such repairs as Licensor may deem desirable, upon providing Licensee with reasonable advance notice, whenever reasonably practicable.

9. Assignment and Subletting. Licensee shall not assign its rights under this License Agreement in whole or in part, without the prior written consent of Licensor.

10. Mutual Indemnification.

a. Licensee agrees to indemnify, defend (by counsel satisfactory to Licensor) and hold harmless Licensor and its board of supervisors, officers, employees, agents, contractors, subcontractors, successors and assigns (individually and collectively, referred to as "Licensor Parties"), to the maximum extent allowed by law, from and against all third-party loss, liability, claims, demands, suits, liens, claims of liens, damages, costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses and experts' fees), that are incurred by or asserted against Licensor and/or Licensor Parties and proximately caused by any one or more of the following: (i) the negligence or willful misconduct of Licensee, its board of education, officers, employees, agents, contractors or subcontractors ("Licensee Parties") in connection with Licensee's use of the Parking Lot, (ii) the non-performance or breach by Licensee and/or Licensee Parties of any term or condition of this License Agreement, and/or (iii) violation of any applicable law or regulation by Licensee and/or Licensee Parties.

b. Licensor, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to Licensee) and hold harmless Licensee and Licensee Parties, to the maximum extent allowed by law, from and against all third-party loss, liability, claims, demands, suits, liens, claims of liens, damages, costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses and experts' fees), that are incurred by or asserted against Licensee and/or Licensee Parties and proximately caused by any one or more of the following: (i) the negligence or willful misconduct of Licensor or Licensor Parties in connection with Licensor's use of the Parking Lot or any other portion of the Property, (ii) non-performance or breach by Licensor and/or Licensor Parties of any term or condition of this License Agreement, and/or (iii) violation of any applicable law or regulation by Licensor and/or Licensor Parties.

c. In the event the acts or omissions of both Licensor and Licensee contribute to the injury or damage, then responsibility for the injury or damage will be divided between the Parties in proportion to their respective contributions to the injury or damage.

11. Covenants Against Discrimination. Licensee covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the performance of this License Agreement.

12. Notices. Any notice to be given hereunder to either Party shall be in writing and shall be given either by (i) personal delivery (including express or courier service), (ii) electronic mail, provided that the party follows up such electronic mail delivery with delivery by another method set forth in this Section, or (iii) by registered or certified mail, with return receipt requested, postage prepaid and addressed as follows:

(e) If to Licensor: County of Ventura
800 S. Victoria Avenue
Ventura, California 93009
Attention: Joan Araujo
Email: joan.arujo@ventura.org

(f) If to Licensee: Simi Valley Unified School District
101 W. Cochran Street
Simi Valley, California 93065
Attention: Mr. Ron Todo, Associate
Superintendent
Telephone: (805) 306-4500, ext. 4011
Email: ron.todo@simivalleyusd.org

Either Party may, by written notice to the other, designate a different address which shall be substituted for the one specified above. Any such notice shall be deemed to have been delivered upon its receipt or upon the second attempt at delivery or refusal to accept delivery, as evidenced by the regular records of the person or entity attempting delivery.

13. Relationship of Parties. The Parties agree that their relationship is that of licensor and licensee, respectively, and that nothing contained herein shall make either Party the fiduciary of the other for any purpose whatsoever, nor shall this License Agreement be deemed to create any form of business organization between the Parties, including, without limitation, a joint venture or partnership, nor is either Party granted any right or authority to assume or create any obligation or responsibility on behalf of the other Party, nor shall either Party be in any way liable for any debt of the other.

14. Construction of Agreement. Each Party and attorneys for each Party have participated in the drafting and preparation of this License Agreement. Therefore, the provisions of this License Agreement shall not be construed in favor of or against either Party but instead shall be construed as if both Parties equally prepared this License Agreement.

15. No Waiver. No delay or omission by either Party in exercising any right or power accruing upon the compliance or failure of performance by the other Party under the provisions of this License Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions, or agreements hereof to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

16. No Modifications; Amendments. No addition to or modification of any term or provision of this License Agreement shall be effective unless set forth in writing and signed by both Licensor and Licensee.

17. Severability. If any term, provision, condition or covenant of this License Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this License Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. Final Agreement. Except for the Purchase Agreement, this License Agreement contains the entire understanding and agreement of the Parties with respect to the subject matter of this License Agreement, and all prior or contemporaneous agreements, understandings, representations and statements shall be of no force or effect.

19. Incorporation of Exhibits. All exhibits to this License Agreement are incorporated herein by this reference.

20. Time of the Essence; Calculation of Time. Time is of the essence for each and every provision of this License Agreement. Unless business days are expressly provided for, all references to “days” herein shall refer to consecutive calendar days. If any date or time period provided for in this License Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, such date shall automatically be extended to the next day which is not a Saturday, Sunday or federal, state or legal holiday.

21. Governing Law; Venue. The laws of the State of California shall govern the interpretation, validity, performance and enforcement of this License Agreement. The venue for any arbitration, mediation or other action or proceeding related to enforcement or interpretation of this License Agreement shall be the County of Ventura. In the event of any litigation related to this License Agreement, the Parties irrevocably submit themselves to the jurisdiction of the Superior Court of Ventura County. Each Party hereby waives and expressly agrees not to assert, in any manner whatsoever, any claim or allegation that it is not personally subject to the jurisdiction of the aforementioned court. The Parties further agree to waive any claim or allegation that the suit, action or proceeding is either brought in an inconvenient forum or that the venue is improper.

22. Execution in Counterparts. This License Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon, provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by facsimile or electronic transmission (such as PDF transmitted by email). Each Party may adopt as its signature an electronic identification consisting of a symbol or code which must be affixed to this Agreement where

indicated (“Signature”). Each Party agrees that any Signature of such party affixed to or contained in this Agreement will be sufficient to verify that such party executed such document, and that a Signature shall be treated as original.

IN WITNESS WHEREOF, the Parties have executed this License Agreement as of the Effective Date.

“Licensor”

COUNTY OF VENTURA

By: _____
Ms. Joan Araujo, Central Services Director

“Licensee”

SIMI VALLEY UNIFIED SCHOOL DISTRICT,
a political subdivision of the State of California

By: _____
Mr. Ron Todo, Associate Superintendent

EXHIBIT 1
PICTORIAL DEPICTION OF PROPERTY



EXHIBIT G
ESCROW HOLDER ACKNOWLEDGEMENT AND ACCEPTANCE

Fidelity National Title Company hereby acknowledges that it has received a fully-executed counterpart of the foregoing Purchase and Sale Agreement and Joint Escrow Instructions (the "Agreement") and agrees to act as Escrow Holder under the Agreement and to be bound by and perform the terms thereof as such terms apply to Escrow Holder, including, but not limited to, the provisions of Section 3.2 of the Agreement.

The date of Opening of Escrow is _____.

The Escrow No. for this transaction is _____.

Fidelity National Title Company

By: _____

Name: Lisa Figgins

Title: Senior Escrow Officer