

## **AGREEMENT FOR PURCHASE AND SALE**

This Agreement for Purchase and Sale ("Agreement") of the real property commonly known as 575 Casitas Vista Road, Ventura, CA 93001, Assessor Parcel Numbers 060-0-260-060, -070, -080, -090, and -100 (the "Property"), dated September 10, 2024 for reference purposes, is made and entered into on the last date executed below ("Effective Date") by and between Ventura County Watershed Protection District ("Buyer") and Dennis Ryder and Susan Ryder, Trustees of The Dennis and Susan Ryder Family Trust Dated 12/27/02 ("Seller"). Buyer and Seller may individually be referred to as a "Party" or collectively as the "Parties."

### **RECITALS**

A. Defined terms shall have the meaning set forth herein, whether or not such terms are used before or after the definitions are set forth.

B. Buyer desires to purchase the Property and Seller desires to sell the Property, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, covenants and agreements set forth herein, and the sums to be paid by Buyer, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

### **ARTICLE 1**

#### **BASIC INFORMATION**

1.1 Certain Basic Terms. The following defined terms shall have the meanings set forth below:

1.1.1 Purchase Price: The purchase price is one million three hundred thousand dollars (\$1,300,000) in cash ("Purchase Price"); the purchase of the Property is not contingent on Buyer obtaining a loan.

1.1.2 Title Company: Fidelity National Title  
1000 Town Center Drive, Suite 125  
Oxnard, CA 93036

Attention: Lisa Figgins  
Facsimile: (805) 991-1651

1.1.3 Escrow Holder: Fidelity National Title  
1000 Town Center Drive, Suite 125  
Oxnard, CA 93036  
Attention: Lisa Figgins  
Facsimile: (805) 991-1651

1.1.4 Closing Date: The completion of the sales transaction under this Agreement ("Closing") shall occur on or before 30 days from the Effective Date ("Closing Date") at the offices of Escrow Holder.

1.1.5 Property: The Property consists of, collectively, all of Seller's right, title and interest in and to the real property ("Real Property").

1.1.6 Real Property: The Real Property means, collectively: (i) the land described in Exhibit A attached hereto (the "Land"); (ii) all improvements located on the Land (collectively, the "Improvements"); and (iii) all rights, benefits, privileges, easements, and appurtenances on the Land or pertaining thereto.

1.2 Closing Costs. All Closing costs shall be paid by Buyer as follows:

<b>Cost</b>	<b>Responsible Party</b>
PTR delivered pursuant to Section 5.1	Buyer
Premium for ALTA Standard Coverage form Title Policy required to be delivered pursuant to Section 5.3	Buyer
Premium for additional, incremental charge for ALTA Extended Coverage and any endorsements desired by Buyer, any inspection fee charged by the Title Company, and any other Title Company charges	Buyer
Costs of any revisions, modifications or re-certifications of the Existing Survey	Buyer
Recording fees	Buyer
Any city and county documentary transfer taxes	Buyer
Any escrow fee charged by Escrow Holder for conducting the Closing	Buyer
Real estate sales commission to Seller's Broker	N/A
All other Closing costs, expenses, charges and fees, including Natural Hazard Disclosure Report	Buyer (except each Party shall pay its own attorneys' fees)

1.3 Notice Addresses:

**Buyer:**

County of Ventura  
800 South Victoria Avenue  
Ventura, California 93009  
Attn: George Andrade  
Manager, Real Estate Services

**Copy to:**

County of Ventura  
800 South Victoria Avenue  
Ventura, California 93009  
Attn: Karen V. Marble  
Assistant County Counsel

**Seller:**

Dennis Ryder and Susan Ryder,  
Trustees of The Dennis and Susan Ryder  
Family Trust Dated 12/27/02  
c/o Kate Neiswender  
Law Offices of K.M. Neiswender  
P.O. Box 1225  
Blue Jay, California 92317 \_\_\_\_\_

**Copy to:**

Kate Neiswender  
Law Offices of K.M. Neiswender  
P.O. Box 1225  
Blue Jay, California 92317

**ARTICLE 2**

**PURCHASE AND SALE**

Subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property.

**ARTICLE 3**

**PAYMENT OF PURCHASE PRICE**

At least two (2) business days prior to the Closing Date, Buyer shall wire the Purchase Price and Buyer's share of closing costs, prorations, and charges pursuant to this Agreement (collectively "Buyer's Funds"), in available U.S. funds to Escrow Holder's trust account. Escrow Holder shall deposit Buyer's Funds into an FDIC insured interest-bearing account and shall promptly provide Buyer and Seller with confirmation of the deposit. Such account shall have no penalty for early withdrawal. All interest accrued on Buyer's Funds shall be for the benefit of Buyer and shall be added to and become part of Buyer's Funds.

**ARTICLE 4**

**DUE DILIGENCE**

4.1 Due Diligence Inspections. Buyer acknowledges and agrees that Buyer has conducted, performed, analyzed, reviewed and approved all engineering, environmental, geologic, use, development and other inspections, tests, reviews and studies of the Property (and all aspects thereof, including, without limitation, the physical condition of the Property), and all documents, materials, reports, records and files delivered or made available to Buyer with respect to the Property, as Buyer shall have desired to conduct, perform, analyze and/or review.

4.2 Buyer's Indemnity. Buyer shall indemnify, defend and hold Seller harmless from and against all third-party liens, claims, liabilities, damages, losses, costs, expenses, actions and causes of action arising out of (i) any entry onto the Property by, or any tests, investigations, inspections or studies of the Property performed by, Buyer or Buyer's agents, contractors, employees and/or representatives, and/or (ii) any material breach by Buyer of any of the foregoing terms; provided, however, this indemnity shall not extend to protect Seller from any pre-existing liabilities for matters merely discovered by Buyer (e.g., latent environmental contamination) pursuant to a test undertaken in compliance with the terms hereof. Buyer's obligations under this Section 4.2 shall survive the termination of this Agreement and shall survive the Closing.

4.3 Natural Hazard Disclosure. Seller is required to disclose if any of the Real Property lies within the following natural hazard areas or zones: (i) a special flood hazard area designated by the Federal Emergency Management Agency; (ii) an area of potential flooding; (iii) a very high fire hazard severity zone; (iv) a wild land area that may contain substantial forest fire risks and hazards; (v) an earthquake fault or special studies zone; or (vi) a seismic hazard zone. Buyer and Seller acknowledge Seller has employed the services of Disclosure Source ("Natural Hazard Expert") to examine the maps and other information specifically made available to the public by government agencies for the purposes of enabling Seller to fulfill its disclosure obligations with respect to the natural hazards referred to above and to report the results of its examination to Buyer and Seller in writing. Buyer acknowledges receipt and approval of the written report prepared by the Natural Hazard Expert regarding the results of its examination and confirms that same. Buyer fully and completely discharges Seller from its disclosure obligations referred to herein, and, for the purposes of this Agreement, the provisions of Civil Code Section 1103.4 regarding the non-liability of Seller for errors and/or omissions not within its personal knowledge shall be deemed to apply, and the Natural Hazard Expert shall be deemed to be an expert dealing with matters within the scope of its expertise with respect to the examination and written report regarding the natural hazards referred to above.

## ARTICLE 5

### TITLE AND SURVEY

5.1 Preliminary Title Report. Prior to the Effective Date, Seller or the Title Company delivered to Buyer (or made available to Buyer electronically via website drop box or other account): (i) the title report for the Real Property listed on Exhibit B (the "PTR") issued by the Title Company; and (ii) copies of all documents of record referred to in the PTR as exceptions to title ("Title Documents").

5.2 Survey. Prior to the Effective Date, Seller delivered to Buyer (or made available to Buyer electronically via website drop box or other account) the ALTA Survey of the Real Property listed on Exhibit A ("Existing Survey"). Buyer may elect, at its expense, to modify or re-certify the Existing Survey (the Existing Survey, as may be so modified or re-certified, the "Survey") as necessary in order for the Title Company to delete the survey exception from the Title Policy and/or issue ALTA Extended Coverage title insurance, or to otherwise satisfy Buyer's objectives; however, the issuance and/or receipt of such modified or re-certified Survey shall not be a condition precedent to, or delay, the Closing.

5.3 Delivery of Title Policy at Closing. Buyer's obligation to purchase the Property shall be subject to and conditioned upon the Title Company's willingness to issue, upon the sole condition of the payment of its regularly scheduled premium, an ALTA Standard Coverage owner's policy of title insurance (the "Title Policy"), insuring Buyer in the amount of the Purchase Price that fee simple title to the Real Property is vested in Buyer as of the Closing, subject only to the standard preprinted conditions and exceptions and the Permitted Exceptions (as defined below). Buyer shall have the right to request that the Title Company issue ALTA Extended Coverage title insurance as part of the Title Policy together

with such endorsements as Buyer may request as long as the issuance of such ALTA Extended Coverage with endorsements is not a condition precedent to the Closing (provided, however, the issuance of such ALTA Extended Coverage and/or endorsements shall be a condition precedent to Buyer's obligation to purchase the Property if and only if Buyer obtained and delivered to Seller, at least two (2) business days prior to the Closing Date, a pro forma policy and irrevocable commitment to issue such policy from the Title Company exhibiting the agreed-upon endorsements and survey matters in accordance with this Agreement, without any obligation on Seller's part to execute any affidavits, certificates or other documents or incur any expense or liability as a condition to issuance of such endorsements, other than a standard Owner's affidavit regarding leases reasonably approved by Seller). Buyer shall pay for all costs of such ALTA Extended Coverage, and the costs of all such endorsements requested by Buyer. In the event of any failure of such condition in this Section 5.3, Buyer shall have the right to terminate this Agreement, in which case the entire amount of the Buyer's Funds then held by Escrow Holder shall be immediately returned to Buyer and the Parties hereto shall have no further rights or obligations, other than those that by their terms survive the termination of this Agreement.

5.4 Permitted Exceptions. The term "Permitted Exceptions" shall mean, collectively: (i) the specific exceptions listed in the PTR; (ii) matters created by, through or under Buyer; (iii) items shown on the Survey; and (iv) real estate taxes not yet due and payable if any.

## ARTICLE 6

### OPERATIONS AND RISK OF LOSS

6.1 Ongoing Operations. From the Effective Date through Closing:

6.1.1 No Contracts. Seller will not enter into any contract that will be an obligation affecting the Property or Buyer subsequent to the Closing.

6.1.2 Maintenance and Operation of Improvements; Removal of Personal Property. Seller has no obligation to maintain the Improvements on the Land prior to the Closing because Buyer plans to demolish said Improvements following the Closing. Prior to the Closing, Seller shall remove all personal property from the Property that it wishes to retain. However, following the Closing, Seller may access the garage and/or outbuildings on the Property for a period of up to 30 days for the purpose of taking an inventory and photographs of Seller's damaged personal property by providing Buyer with 48 hours' written notice to David Fleisch, Asst. Director of Ventura County Public Works at [David.Fleisch@ventura.org](mailto:David.Fleisch@ventura.org).

6.1.3 Transfers, Conveyances and Encumbrances. Seller shall not transfer, convey or encumber all or any portion of the Property or subject the Property to any additional liens or encumbrances.

6.2 Salvage. Because all improvements on the Land are to be demolished by Buyer, the Parties agree that Seller may remove any and all Improvements including, but not limited to, appliances, fixtures, HVAC units, to sell or salvage. Seller shall be entitled to retain all proceeds from such sale of salvage.

6.3 Condemnation. If proceedings in eminent domain are instituted with respect to the Real Property or any portion thereof by any governmental agency other than Buyer, then Buyer may, at its option, by written notice to Seller given within ten (10) days after Seller notifies Buyer of such proceedings (and if necessary the Closing Date shall be automatically extended to give Buyer the full ten (10) day period to make such election), either: (i) terminate this Agreement, in which case the entire

amount of the Buyer's Funds then held by Escrow Holder shall be immediately returned to Buyer and the Parties hereto shall have no further rights or obligations, other than those that by their terms survive the termination of this Agreement; or (ii) proceed under this Agreement, in which case Seller shall, at the Closing, assign to Buyer its entire right, title and interest in and to any condemnation award, and Buyer shall have the sole right after the Closing to negotiate and otherwise deal with the condemning authority in respect thereto. If Buyer does not give Seller written notice of its election within the time required above, then Buyer shall be deemed to have elected the option in clause (ii) hereinabove.

## ARTICLE 7

### CLOSING

7.1 Closing. The completion of this sales transaction ("Closing") shall occur on the Closing Date at the offices of Escrow Holder pursuant to Section 1.1.4.

7.2 Conditions to Parties' Obligation to Close. In addition to all other conditions set forth herein, the respective obligations of the Parties to complete the purchase and sale of the Property are conditioned upon the following:

7.2.1 Representations and Warranties. Each Party deems its representations and warranties contained in this Agreement are true and correct in all material respects provided, however, if as of the Effective Date Buyer is actually aware (by disclosures delivered in writing by Seller to Buyer prior to the Effective Date), the Title Documents or any other document delivered or made available to Buyer that any of Seller's representations and warranties are not true and correct in all material respects, then such inaccuracy shall not be a breach of such representations and warranties or the failure of the condition in this Section 7.2.1;

7.2.2 Deliveries. By the Closing Date, each Party shall tender all deliveries as set forth in Sections 7.3 and 7.4 below.

7.2.3 Settlement and Release, Actions, Suits. In July 2023, Seller asserted a \$1.4 million tort claim against the County of Ventura ("County") alleging that the County negligently failed to construct or maintain certain roadways, flood control facilities, and other properties that resulted in flood damage to the Property and neighboring properties ("Claim"). In August 2023, the County denied the Claim. By the Parties' execution of the Settlement Agreement and Release of Claims, attached hereto as Exhibit D and incorporated hereto by this reference, the Claim is conclusively resolved, and County and Buyer shall have no further liability to or demands from Seller for additional compensation on the Claim.

To Seller's knowledge, other than Seller's Claim against Buyer referenced in this section 7.2.3, as of the Effective Date: (i) Seller is not a party to any litigation or other court proceeding which adversely affects the Property; and (ii) Seller has not received any written notice threatening any such litigation or other court proceeding which adversely affects the Property.

Each Party represents and warrants that, other than Seller's Claim, there are no pending actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, filed against that Party that would prevent such Party from performing its obligations under this Agreement.

So long as a Party is not in material breach hereunder (including, without limitation, Seller not being in breach under Section 7.3 and Section 7.5 and Buyer not being in breach under Sections 7.4 and 7.6 and Section 7.5), if any condition to such Party's obligation to proceed with the

Closing hereunder has not been satisfied or waived by such Party as of the Closing Date (or such earlier date as is provided herein), then such non-breaching Party may, in its sole discretion, elect either to: (i) terminate this Agreement by delivering written notice to the other Party on or before the Closing Date; or (ii) close notwithstanding the non-satisfaction of such condition (in which case such Party shall be deemed to have waived such non-satisfied condition, and there shall be no liability on the part of the other Party hereto for any inaccuracies of representations and warranties of which the Party electing to close had knowledge at the Closing). If Buyer elects to terminate this Agreement pursuant to the foregoing, it shall be entitled to receive the entire amount of the Buyer's Funds then held by Escrow Holder; provided, however, nothing contained herein shall be deemed or construed to relieve Buyer or Seller of any liability hereunder or waive any of Buyer's or Seller's remedies if a Closing condition is not satisfied due to a material breach by Seller or Buyer under this Agreement.

7.3 Seller's Deliveries in Escrow. By the Closing Date, Seller shall deliver to Escrow Holder the following documents executed by Seller:

7.3.1 A notarized grant deed in the form of Exhibit C attached hereto (the "Deed");

7.3.2 Conveyance or Transfer Tax Forms or Returns. Such conveyance or transfer tax forms (including a preliminary change in ownership) and tax returns, if any, as are required to be delivered or signed by Seller by applicable state and local law in connection with the conveyance of the Property and the recording of the Deed;

7.3.3 Seller's Non-Foreign Status Affidavit. An affidavit as required by the Foreign Investors Real Property Tax Act (as amended) and California Revenue and Taxation Code Section 18805;

7.3.4 Settlement Agreement and Release of Claims. The Signed Settlement Agreement and Release of Claims in the form of Exhibit D attached hereto; and

7.3.5 Additional Documents. Any additional documents that Buyer, Escrow Holder or the Title Company may reasonably require for the completion of the transaction (but no such additional document shall expand any existing or result in any new obligation, covenant, representation or warranty of Seller to Buyer under this Agreement beyond those expressly set forth in this Agreement).

7.4 Buyer's Deliveries in Escrow. By the Closing Date, Buyer shall deliver to Escrow Holder the following:

7.4.1 Transfer Tax Forms or Returns. Such conveyance or transfer tax forms (including a preliminary change in ownership) and tax returns, if any, as are required to be delivered or signed by Buyer prior to the Closing Date by applicable state and local law in connection with the conveyance of the Property and the recording of the Deed;

7.4.2 Settlement Agreement and Release of Claims. The Signed Settlement Agreement and Release of Claims in the form of Exhibit D attached hereto; and

7.4.3 Additional Documents. Any additional documents that Seller, Escrow Holder or the Title Company may require for the completion of the transaction contemplated by this Agreement (but no such additional document shall expand any existing or result in any new obligation, covenant, representation or warranty of Buyer under this Agreement beyond those expressly set forth in this Agreement).

7.5 Closing Statements. Three days prior to the Closing Date, Seller and Buyer shall each deposit with Escrow Holder signed estimated closing statements consistent with this Agreement.

7.6 Purchase Price. At least two (2) business days prior to the Closing Date, Buyer shall deliver to Escrow Holder Buyer's Funds pursuant to Article 3.

7.7 Possession. The Property shall be vacant no later than the Closing Date. On the Closing Date, Seller shall deliver possession of the Property to Buyer. In order to expedite the Closing, Buyer agrees to provide truck access from Casitas Vista to the primary structure on the Property to allow for the removal of Seller's personal property from the Property across Coyote Creek.

7.8 Prorations. At the Closing, the following items shall be prorated as of the Closing Date with all items of income and expense for the Property being borne by Seller from and after (and including) the Closing Date: Fees and assessments; prepaid expenses and obligations under contract related to the operation, ownership or management of the Real Property, including maintenance, service, supply and equipment rental contracts, if any; accrued operating expenses; real and personal ad valorem taxes ("Taxes"); and any assessments by private covenant for the then-current calendar year of Closing. Specifically, the following shall apply to such prorations:

7.8.1 Taxes. If Taxes for the year of Closing are not known or cannot be reasonably estimated, Taxes shall be prorated based on Taxes for the year prior to Closing. Any additional Taxes relating to the year of Closing arising out of a change in the use of the Real Property or a change in ownership shall be assumed by Buyer effective as of Closing and paid by Buyer when due and payable, and Buyer shall indemnify Seller from and against any and all such Taxes, which indemnification obligation shall survive the Closing.

7.8.2 Utilities. Buyer shall take all steps necessary to effectuate the transfer of all utilities to its name as of the Closing Date, and where necessary, post deposits with the utility companies. Seller shall be entitled to recover any and all deposits held by any utility company as of the Closing Date.

7.8.3 Intentionally Omitted.

7.8.3.1 Intentionally Omitted.

7.8.3.2 Intentionally Omitted.

7.9 Final Adjustment After Closing. If final bills are not available or cannot be issued prior to Closing for any item being prorated under Section 7.8, then Buyer and Seller agree to allocate such items on a fair and equitable basis as soon as such bills are available, final adjustment to be made as soon as reasonably possible after the Closing. Payments in connection with the final adjustment shall be due within 30 days of written notice. All such rights and obligations shall survive the Closing.

7.10 Intentionally Omitted.

## ARTICLE 8

### COMMISSIONS

8.1 Closing Costs. Closing costs shall be paid by Buyer in accordance with Section 1.2.



8.2 Commissions. Seller and Buyer each represents and warrants that no real estate commissions are payable to any person or entity in connection with this transaction. Seller and Buyer each agrees to and does hereby indemnify and hold the other Party harmless from and against third-party claims for the payment of any commission to any other person or entity claiming by, through or under the indemnifying Party in connection with this Agreement or the transaction contemplated hereby. The foregoing indemnities shall extend to any and all claims, liabilities, costs and expenses arising as a result of such indemnified third-party claims and shall survive the Closing.

## ARTICLE 9

### **REPRESENTATIONS AND WARRANTIES**

9.1 Seller's Representations and Warranties. Seller represents and warrants to Buyer that:

9.1.1 Authority. Seller has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the Transaction Documents (the Agreement, Escrow Instructions, Grant Deed, and any other documents provided by escrow necessary to consummate this transaction) to be delivered by Seller at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms.

9.1.2 Conflicts and Pending Actions. There is no agreement to which Seller is a party or, to Seller's knowledge, binding on Seller which is in conflict with this Agreement. To Seller's knowledge, as of the Effective Date, there is no action or proceeding pending or threatened against Seller which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

9.1.3 Employees. As of the Closing, there will be no employees of Seller who will become employees of Buyer solely as a result of the sale of the Property to Buyer.

9.1.4 Notices from Governmental Authorities. To Seller's knowledge, as of the Effective Date, Seller has not received from any governmental authority written notice of any material violation of any laws applicable (or alleged to be applicable) to the Property that has not been corrected.

9.1.5 Eminent Domain. To Seller's knowledge, as of the Effective Date, Seller has received no written notice of any condemnation or eminent domain proceeding pending or threatened, with regard to the Property.

9.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller that:

9.2.1 Authority. Buyer has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the Transaction Documents to be delivered by Buyer at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Buyer, enforceable in accordance with their terms.

9.2.2 Conflicts and Pending Actions. There is no agreement to which Buyer is a party or, to Buyer's knowledge, binding on Buyer which is in conflict with this Agreement. To Buyer's knowledge, as of the Effective Date there is no action or proceeding pending or threatened against Buyer which challenges or impairs Buyer's ability to execute or perform its obligations under this Agreement.

9.2.3 ERISA. Either (i) no portion of the assets used to acquire the Property constitutes assets of any employee benefit plan subject to Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), any plan, account or other arrangement that is subject to Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), or provisions under any other federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code ("Similar Laws"), or an entity whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement or (ii) the acquisition of the Property will not constitute a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a similar violation under any applicable Similar Law.

9.3 Survival of Representations and Warranties. The representations and warranties set forth in this Article 9 shall not be deemed to be merged into or waived by the Transaction Documents but shall survive the Closing for a period of nine (9) months (the "Survival Period"), except that the Survival Period for Buyer's representations and warranties set forth in Section 9.2.3 shall be unlimited. Terms such as "to Seller's knowledge" or like phrases: (i) mean the actual present and conscious awareness or knowledge of Seller's officers and agents (each, a "Knowledge Party"), without any duty of inquiry or investigation (provided that so qualifying Seller's knowledge shall not give rise to any personal liability on the part of any Knowledge Party or any other officer or employee of Seller, on account of any breach of any representation or warranty made by Seller herein; and (ii) do not include constructive knowledge, imputed knowledge, or knowledge Seller or such persons do not have but could have obtained through further investigation or inquiry. No broker, agent, or party other than Seller is authorized to make any representation or warranty for or on behalf of Seller.

## ARTICLE 10

### BREACH AND REMEDIES

10.1 Seller's Remedies. If the Closing and the completion of the transaction herein contemplated do not occur by reason of any material breach by Buyer under this Agreement (including any breach by Buyer under Section 7.4, Section 7.6 and/or Section 7.5), or if prior to the Closing any one or more of Buyer's representations or warranties in Section 9.2 are breached in any material respect and Seller has knowledge of such breach prior to the Closing, then Seller shall be entitled, as its sole remedies (except as provided in Section 10.3), to either: (i) with respect to a breach of Buyer's representations or warranties, waive such breach and proceed to the Closing; (ii) terminate this Agreement; or (iii) enforce specific performance; provided, however, as a condition precedent to Seller's right to enforce specific performance against Buyer, a suit for specific performance must be filed by Seller in a proper court in the county in which the Property is located by the 30th day following the scheduled Closing Date.

10.2 Buyer's Remedies. If the Closing and the completion of the transaction herein contemplated do not occur by reason of any material breach by Seller under this Agreement (including any breach by Seller under Section 7.3 and/or Section 7.5), or if prior to Closing any one or more of Seller's representations or warranties are breached in any material respect and Buyer did not have actual knowledge of such breach of such representations and warranties as of the Effective Date, then, Buyer shall elect, as its sole remedy, either to:

- (i) waive said failure or breach and proceed to the Closing;
- (ii) terminate this Agreement by giving Seller written notice of such election prior to the Closing Date and recover from Escrow Holder, the entire amount of the Buyer's Funds then held by Escrow Holder; or

(iii) enforce specific performance; provided, however, as conditions precedent to Buyer's right to enforce specific performance against Seller (including the filing of a lis pendens or other claim or lien against the Property), all of the following must first have occurred: (A) a suit for specific performance must be filed by Buyer in a proper court in the county in which the Property is located by the 30th day following the scheduled Closing Date; (B) Buyer must have provided Seller with evidence that Buyer is ready and able to perform its contractual obligations under this Agreement (including, without limitation, payment of the Purchase Price) if a specific performance decree is issued; and (C) Buyer must have performed or tendered performance of all of its material obligations under this Agreement. Buyer hereby waives any and all rights Buyer may have to obtain specific performance and to file a lis pendens or any other claim or lien against the Property unless and until the express conditions precedent set forth above in this clause (iii) have been satisfied.

10.3 Other Expenses. If this Agreement is terminated due to the breach of a Party, then the breaching Party shall pay any fees due to Escrow Holder for holding the Buyer's Funds plus any escrow cancellation fees and any fees due to the Title Company for preparation and/or cancellation of the PTR.

## ARTICLE 11

### **DISCLAIMERS; RELEASE AND INDEMNITY**

11.1 Disclaimers by Seller. Except as expressly set forth in this Agreement and in the Transaction Documents, it is understood and agreed that Seller has not at any time made and is not now making, and specifically disclaims, any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties or representations as to (i) matters of title, (ii) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of Hazardous Materials in, on, under or in the vicinity of the Property, (iii) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (iv) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard or fire hazard, (v) drainage, (vi) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (vii) the presence of endangered species or any environmentally sensitive or protected areas, (viii) zoning or building entitlements to which the Property or any portion thereof may be subject, (ix) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (x) usages of adjoining property, (xi) access to the Property or any portion thereof, (xii) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (xiii) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (xiv) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (xv) the merchantability of the Property or fitness of the Property for any particular purpose, (xvi) tax consequences, or (xvii) any other matter or thing with respect to the Property.

11.2 Sale "As Is, Where Is." Buyer acknowledges and agrees that upon Closing, Seller shall sell and convey to Buyer and Buyer shall accept the Property "AS IS, WHERE IS, WITH ALL FAULTS," except to the extent expressly provided otherwise in this Agreement and in the Transaction Documents. Except as expressly set forth in this Agreement and in the Transaction Documents, Buyer has not relied

and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, Property information packages distributed with respect to the Property) made or furnished by Seller or any broker, agent or third party representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Buyer represents that it is a knowledgeable, experienced and sophisticated purchaser of real estate and that, except as expressly set forth in this Agreement and in the Transaction Documents, it is relying solely on its own expertise and that of Buyer's consultants in purchasing the Property and has previously made or shall make an independent verification of the accuracy of any documents and information provided by Seller. Buyer has conducted, or by the Closing will conduct, such inspections and investigations of the Property as Buyer deemed or shall deem necessary, including, but not limited to, the physical and environmental conditions thereof, and has relied or shall rely upon same. Buyer acknowledges that Seller has previously afforded Buyer a full opportunity to conduct such inspections and investigations of the Property as Buyer deemed necessary to satisfy itself as to the condition of the Property and the existence or non-existence or curative action to be taken with respect to any Hazardous Materials on or discharged from the Property, and has relied and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties and covenants of Seller as are expressly set forth in this Agreement. Upon the Closing, Buyer shall assume the risk that adverse matters, including, but not limited to, adverse physical or construction defects or adverse environmental, health or safety conditions (collectively "Defects"), may not have been revealed by Buyer's inspections and investigations unless Seller had a duty under applicable law to disclose such Defects prior to Closing.

Buyer's Initials \_\_\_\_\_

11.3 "Hazardous Materials" Defined. For purposes hereof, "Hazardous Materials" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in Section 101 of CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including, without limitation, PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible, and infectious materials.

11.4 Buyer's Release. Buyer waives its right to recover from, and forever releases and discharges, Seller, Seller's affiliates, Seller's investment manager, property manager, the partners, trustees, shareholders, beneficiaries, directors, officers, employees, attorneys and agents of each of them, and their respective heirs, successors, personal representatives and assigns from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with (i) the physical condition of the Property, (ii) the condition of title to the Property, (iii) the presence on, under or about the Property of any hazardous or regulated substance, (iv) the Property's compliance with any applicable federal, state or local law, rule or regulation, or (v) any other aspect of the Property; provided, however, this release does not apply to Seller's breach of any of the representations and warranties of Seller set forth in Section 9.1 or any Defects of which Seller had a duty under applicable law to disclose prior to Closing. The terms and provisions of this Section 11.4 shall survive Closing and/or termination of this Agreement.

**BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:**

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT 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 HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.**

Buyer's Initials \_\_\_\_\_

11.5 Survival. The terms and conditions of this Article 11 shall expressly survive the Closing, not merge with the provisions of any Transaction Documents and shall be incorporated into the Deed.

Buyer acknowledges and agrees that the disclaimers, releases, waivers and other agreements set forth herein 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 the disclaimers and other agreements set forth above.

## **ARTICLE 12**

### **MISCELLANEOUS**

12.1 Parties Bound; No Assignment by Buyer. This Agreement, and the terms, covenants, and conditions contained herein, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the Parties hereto. However, Buyer may not assign this Agreement or any of its rights under this Agreement to any person or entity without Seller's consent, which may be withheld in Seller's sole and absolute discretion.

12.2 Headings. The article, section, paragraph and/or other headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

12.3 Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either Party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such Party's right to enforce against the other Party the same or any other such term or provision in the future.

12.4 Governing Law; Venue. This Agreement is made and entered into in the State of California and shall, in all respects, be governed by and interpreted in accordance with the laws of the State of California applicable to contracts entered into and to be fully performed therein. The venue for any action, suit or other proceeding concerning this Agreement shall be in Ventura County, California.

12.5 Survival. The provisions of this Agreement requiring the performance of any post-Closing obligations and the obligations of the Parties not fully performed at the Closing which expressly survive the Closing, shall survive the Closing and shall not be deemed to be merged into or waived by the Transaction Documents.

12.6 Entirety and Amendments. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the Party against whom enforcement is sought.

12.7 Time. Time is of the essence in the performance of this Agreement.

12.8 Notices. All notices required or permitted under this Agreement shall be in writing and shall be served on the Parties at the addresses set forth in Section 1.3. Any such notices shall, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, certified and addressed to the Party to be notified, with return receipt requested, (ii) by overnight delivery using a nationally recognized overnight courier, (iii) by personal delivery, or (iv) by facsimile, evidenced by confirmed receipt. Notice deposited in the mail in the manner hereinabove described shall be effective upon receipt or rejection of such notice. Notice given in any other manner shall be effective only if and when received (or rejected) by the Party to be notified between the hours of 8:00 a.m. and 5:00 p.m. California time of any business day with delivery made after such hours to be deemed received the following business day. A Party's address may be changed by written notice to the other Party; however, no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to the Buyer shall be deemed given by Buyer and notices given by counsel to the Seller shall be deemed given by Seller.

12.9 Construction. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

12.10 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. California time.

12.11 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement.

12.12 Intentionally Deleted.

12.13 Further Assurances. In addition to the acts and documents recited herein and contemplated to be performed, executed and/or delivered by either Party at Closing, each Party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to perfect the conveyance, transfer and assignment of the Property to Buyer.

12.14 Discharge of Obligations. The acceptance of the Deed by Buyer shall be deemed to be a full performance and discharge of every representation and warranty made by Seller herein and every agreement and obligation on the part of Seller to be performed pursuant to this Agreement, except those which are herein specifically stated to survive Closing.

12.15 No Third-Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

12.16 Electronic Signatures. In accordance with California's Uniform Electronic Transactions Act (the "Act"), the Parties agree to accept electronic and/or digital signatures and records, transmitted via facsimile or other electronic means (collectively "electronic signatures") as originals for purposes of execution of this Agreement. The Parties also agree that the escrow for this transaction may be conducted electronically to the fullest extent possible under the Act and recording laws and any applicable regulations, ordinances and government orders. The Parties shall transmit original, wet signatures on (1) all documents to be recorded, (2) all documents excluded from being enforceable under the Act, and (3) all documents required to be in original form by any regulatory agency. The Parties shall verify any electronic signatures upon request of Escrow Holder.

12.17 Exchange. Each Party hereby consents to the other Party including this transaction as part of a tax deferred exchange under Section 1031 of the Internal Revenue Code and agrees to reasonably cooperate with the other Party, at no cost to the cooperating Party or delay in the closing, including the execution of any standard notices and consent forms required or permitted by law. Each Party acknowledges and agrees that assigning its rights to a third-party intermediary for purposes of effecting the exchange shall not release such Party of its obligations hereunder.

.....**Remainder of this page intentionally left blank.**.....

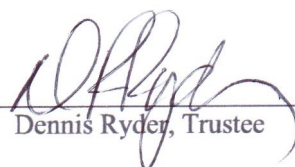
**SIGNATURE PAGE TO AGREEMENT FOR  
PURCHASE AND SALE**

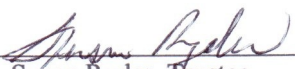
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year written below.

Dated: 8/28/2024

**SELLER:**

THE DENNIS AND SUSAN RYDER FAMILY  
TRUST DATED 12/27/02

By:   
Dennis Ryder, Trustee

By:   
Susan Ryder, Trustee

Dated: \_\_\_\_\_

**BUYER:**

VENTURA COUNTY WATERSHED  
PROTECTION DISTRICT

By: \_\_\_\_\_  
Name: Joan Araujo  
Title: Director, Central Services  
Ventura County Public Works Agency



JOINDER BY ESCROW HOLDER

Escrow Holder has executed this Agreement in order to confirm that Escrow Holder shall hold and disburse the Buyer's Funds, and the interest earned thereon when and if received, pursuant to the provisions of this Agreement.

FIDELITY NATIONAL TITLE

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Lisa Figgins  
Title: Escrow Officer

# EXHIBIT A

## EXHIBIT "A"

### LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

ALL OF LOT 23 AND A PORTION OF LOTS 78, 79, 80, 83, "B" AND "E" OF FOSTER PARK TRACT, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 14 PAGES 19](#) AND 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING ALL OF PARCEL 1 OF PARCEL MAP WAIVER NO. 1026, AS SHOWN IN THE DOCUMENT RECORDED SEPTEMBER 28, 2000 AS [INSTRUMENT NO. 2000-0153507, OF OFFICIAL RECORDS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 174 OF FOSTER PARK TRACT, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 14 PAGES 19](#) AND 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

ALL OF LOTS 23 AND 86, AND A PORTION OF LOTS 173. 80, 83, "B" AND "E" OF FOSTER PARK TRACT. ACCORDING TO THE MAP THEREOF RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID VENTURA COUNTY IN [BOOK 14, PAGES 19](#) AND 20 OF MAPS AND PARTICULARLY DESCRIBED AS AN ENTIRETY, AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 66, FOSTER PARK TRACT, THENCE FROM SAID POINT OF BEGINNING,

1ST: NORTH 12° 07' 30" WEST 100.00 FEET, WITH THE EASTERLY LINE OF SAID LOT 86, TO THE NORTHEAST CORNER THEREOF, THENCE,

2ND: SOUTH 77° 52' 30" WEST 160.33 FEET, WITH THE NORTHERLY LINE OF SAID LOT 86, TO THE NORTHWEST CORNER THEREOF, THENCE,

3RD: NORTH 88° 30' 15" WEST 24.07 FEET TO THE MOST EASTERLY CORNER OF LOT 78 OF SAID FOSTER PARK TRACT, THENCE,

4TH: SOUTH 45° 10' WEST 198.31 FEET, WITH THE SOUTHEASTERLY LINE OF LOTS 78 AND 79 OF SAID FOSTER PARK TRACT, TO THE MOST SOUTHERLY CORNER OF LOT 79; THENCE,

5TH: NORTH 74° 43' 45" WEST 80.08 FEET TO THE MOST NORTHERLY CORNER OF LOT 23; THENCE,

6TH: SOUTH 45° 10' WEST 60.00 FEET, WITH THE NORTHWESTERLY LINE OF SAID LOT 23 TO THE MOST WESTERLY CORNER THEREOF; THENCE,

7TH: SOUTH 3° 35' 30" EAST 126.08 FEET TO THE NORTHWEST CORNER OF LOT 174, OF SAID FOSTER PARK TRACT; THENCE,

8TH: SOUTH 76° 56' EAST 50.94 FEET. WITH THE NORTHERLY LINE OF SAID LOT 174 TO THE NORTHEAST CORNER THEREOF; THENCE,

**EXHIBIT A**  
**(Continued)**

9TH: NORTH 1° 34' EAST 50.00 FEET TO A POINT; THENCE,

10TH: SOUTH 72° 32' EAST 122.92 FEET TO A POINT IN THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN THE DEED FROM VENTURA COUNTY TITLE COMPANY, A CORPORATION, TO ROY M. CLIVER AND WIFE, DATED JUNE 18, 1928 RECORDED IN [BOOK 117, PAGE 393](#) OF OFFICIAL RECORDS, FROM WHICH POINT THE NORTHEAST CORNER OF LOT 176 BEARS SOUTH 21° 30' 51" WEST 40.00 FEET DISTANT, THENCE ALONG SAID NORTHWESTERLY LINE OF THE LAND DESCRIBED IN SAID DEED TO ROY M. CLIVER AND WIFE;

11TH: NORTH 21° 30' 51" EAST 165.08 FEET TO THE MOST WESTERLY CORNER OF LOT 82; THENCE.

12TH: NORTH 69° 12' EAST 114.75 FEET TO THE SOUTHWEST CORNER OF LOT 86; THENCE,

13TH: NORTH 77° 52' 30" EAST 120.57 FEET, WITH THE SOUTHERLY LINE OF LOT 86; TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN PARCEL 1 DESCRIBED ABOVE.

[APN: 060-0-260-060](#) (AFFECTS PARCEL 2 AND A PORTION OF PARCEL 3)

[APN: 060-0-260-070](#) (AFFECTS A PORTION OF PARCEL 1)

[APN: 060-0-260-080](#) (AFFECTS A PORTION OF PARCEL 3)

[APN: 060-0-260-090](#) (AFFECTS A PORTION OF PARCEL 1)

[APN: 060-0-260-100](#) (AFFECTS A PORTION OF PARCEL 1)

# **EXHIBIT B**



Issuing Policies of Chicago Title Insurance Company

ORDER NO.: **00208820-KDJ**

Main Office Line: **(949) 724-3100**

Ventura Public Works  
800 S. Victoria Ave, #1640  
Ventura, CA 93009  
ATTN: George R. Andrade  
Email: George.Andrade@ventura.org  
REF:

Title Officer: David James/Kelly McDole (OC/Comm)  
Title Officer Phone: (949) 724-3100  
Title Officer Fax: (949) 258-5237  
Title Officer Email: CACTNBU@ctt.com

PROPERTY: **575 CASITAS VISTA ROAD, VENTURA, CA**

**PRELIMINARY REPORT**

*In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

*The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.*

*This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.*

*The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Florida corporation.*

***Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.***

***It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.***


Chicago Title Company

By: 

Authorized Signature



By:

  
Michael J. Nolan  
President

ATTEST:

  
Marjorie Nemzura  
Secretary



## **PRELIMINARY REPORT**

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**EFFECTIVE DATE:**                    **May 10, 2024 at 7:30 a.m.**

**ORDER NO.: 00208820**

The form of policy or policies of title insurance contemplated by this report is:

**A Preliminary Report Only**

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

**A FEE**

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS [VESTED IN:](#)

**DENNIS RYDER and SUSAN RYDER, Trustees of The Dennis and Susan Ryder Family Trust dated 12/27/02**

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

**See Exhibit A attached hereto and made a part hereof.**

## EXHIBIT "A"

### LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

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PARCEL 2:

LOT 174 OF FOSTER PARK TRACT, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 14 PAGES 19](#) AND 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

ALL OF LOTS 23 AND 86, AND A PORTION OF LOTS 173. 80, 83, "B" AND "E" OF FOSTER PARK TRACT. ACCORDING TO THE MAP THEREOF RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID VENTURA COUNTY IN [BOOK 14, PAGES 19](#) AND 20 OF MAPS AND PARTICULARLY DESCRIBED AS AN ENTIRETY, AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 66, FOSTER PARK TRACT, THENCE FROM SAID POINT OF BEGINNING,

1ST: NORTH 12° 07' 30" WEST 100.00 FEET, WITH THE EASTERLY LINE OF SAID LOT 86, TO THE NORTHEAST CORNER THEREOF, THENCE,

2ND: SOUTH 77° 52' 30" WEST 160.33 FEET, WITH THE NORTHERLY LINE OF SAID LOT 86, TO THE NORTHWEST CORNER THEREOF, THENCE,

3RD: NORTH 88° 30' 15" WEST 24.07 FEET TO THE MOST EASTERLY CORNER OF LOT 78 OF SAID FOSTER PARK TRACT, THENCE,

4TH: SOUTH 45° 10' WEST 198.31 FEET, WITH THE SOUTHEASTERLY LINE OF LOTS 78 AND 79 OF SAID FOSTER PARK TRACT, TO THE MOST SOUTHERLY CORNER OF LOT 79; THENCE,

5TH: NORTH 74° 43' 45" WEST 80.08 FEET TO THE MOST NORTHERLY CORNER OF LOT 23; THENCE,

6TH: SOUTH 45° 10' WEST 60.00 FEET, WITH THE NORTHWESTERLY LINE OF SAID LOT 23 TO THE MOST WESTERLY CORNER THEREOF; THENCE,

7TH: SOUTH 3° 35' 30" EAST 126.08 FEET TO THE NORTHWEST CORNER OF LOT 174, OF SAID FOSTER PARK TRACT; THENCE,

8TH: SOUTH 76° 56' EAST 50.94 FEET. WITH THE NORTHERLY LINE OF SAID LOT 174 TO THE NORTHEAST CORNER THEREOF; THENCE,



**EXHIBIT A**  
**(Continued)**

9TH: NORTH 1° 34' EAST 50.00 FEET TO A POINT; THENCE,

10TH: SOUTH 72° 32' EAST 122.92 FEET TO A POINT IN THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN THE DEED FROM VENTURA COUNTY TITLE COMPANY, A CORPORATION, TO ROY M. CLIVER AND WIFE, DATED JUNE 18, 1928 RECORDED IN [BOOK 117, PAGE 393](#) OF OFFICIAL RECORDS, FROM WHICH POINT THE NORTHEAST CORNER OF LOT 176 BEARS SOUTH 21° 30' 51" WEST 40.00 FEET DISTANT, THENCE ALONG SAID NORTHWESTERLY LINE OF THE LAND DESCRIBED IN SAID DEED TO ROY M. CLIVER AND WIFE;

11TH: NORTH 21° 30' 51" EAST 165.08 FEET TO THE MOST WESTERLY CORNER OF LOT 82; THENCE.

12TH: NORTH 69° 12' EAST 114.75 FEET TO THE SOUTHWEST CORNER OF LOT 86; THENCE,

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[APN: 060-0-260-070](#) (AFFECTS A PORTION OF PARCEL 1)

[APN: 060-0-260-080](#) (AFFECTS A PORTION OF PARCEL 3)

[APN: 060-0-260-090](#) (AFFECTS A PORTION OF PARCEL 1)

[APN: 060-0-260-100](#) (AFFECTS A PORTION OF PARCEL 1)

## EXCEPTIONS

### AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.
- B. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
1. Water rights, claims or title to water, whether or not disclosed by the public records.
  2. All those certain property rights, rights of way easements and privileges as particularly described and defined in that certain decree and judgment of the District Court of the First Judicial District of the State of California, in and for the County of Ventura, rendered March 10, 1874, in an action therein pending entitled "Santa Ana Water Company, Plaintiff vs. Ramon G. de la Riva, et al, Defendants" numbered 20 on the Register of Actions in the office of the County Clerk of said County; a copy of said decree and judgment, attested by the Clerk, under the seal of said Court, recorded in the office of the County Recorder of said Ventura County in [Book 1, page 99](#) of Miscellaneous Records et seq.
  3. All those certain rights and privileges as described and defined in that certain agreement between Santa Ana Water Company and Ramon G. da la Riva, dated March 5, 1874 and recorded in the office of the County Recorder of said Ventura County in [Book 1, page 648](#) of Deeds.
  4. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:  

Purpose:	water, gas, sewer, electric and telephone lines
Recording Date:	October 18, 1930
Recording No:	in <a href="#">Book 329, page 80</a> of Official Records
Affects:	Said land more particularly described therein
  5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:  

Purpose:	water, gas, sewer, electric and telephone lines
Recording Date:	October 18, 1932
Recording No:	in <a href="#">book 31, page 276</a> of Official Records
Affects:	Said land more particularly described therein
  6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  

Granted to:	Ventura County Title Company, a California corporation
Purpose:	pipelines, ingress and egress
Recording No:	in <a href="#">Book 299, page 35</a> of Official Records
Affects:	Said land more particularly described therein
  7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  

Granted to:	Burson Ranch Company, a California corporation
Purpose:	pipelines, ingress and egress
Recording No:	in <a href="#">Book 354, page 164</a> of Official Records
Affects:	Said land more particularly described therein

## EXCEPTIONS (Continued)

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Harold F. Orr and Irma E. Orr, husband and wife  
Purpose: pipelines, ingress and egress  
Recording No: in [Book 68 Page 297](#), of Official Records  
Affects: Said land more particularly described therein

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company  
Purpose: public utilities  
Recording Date: April 6, 1984  
Recording No: as [Instrument No. 84-37687 of Official Records](#)  
Affects: Said land more particularly described therein

10. Any invalidity or defect in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a Trust Certification pursuant to California Probate Code Section 18100.5.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

11. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

12. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

13. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.

14. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

15. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.

**EXCEPTIONS  
(Continued)**

**PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH  
FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.**

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**END OF EXCEPTIONS**

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## REQUIREMENTS SECTION

1. The Company will require either (a) a complete copy of the trust agreement and any amendments thereto certified by the trustee(s) to be a true and complete copy with respect to the hereinafter named trust, or (b) a Certification, pursuant to California Probate Code Section 18100.5, executed by all of the current trustee(s) of the hereinafter named trust, a form of which is attached.

Name of Trust: THE DENNIS AND SUSAN RYDER FAMILY TRUST DATED 12/27/02

2. Prior to the close of escrow, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): All Parties

The Company reserves the right to add additional items or make further requirements after review of the requested Statement of Information.

3. Furnish for review a full and complete copy of any unrecorded agreement, contract, license and/or lease together with all supplements, assignments and amendments thereto, prior to the close of this transaction.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

4. Unrecorded matters which may be disclosed by an Owner's Affidavit or Declaration. A form of the Owner's Affidavit/Declaration is attached to this Preliminary Report/Commitment. This Affidavit/Declaration is to be completed by the record owner of the land and submitted for review prior to the closing of this transaction. Your prompt attention to this requirement will help avoid delays in the closing of this transaction. Thank you.

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit/Declaration.

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**END OF REQUIREMENTS**

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## INFORMATIONAL NOTES SECTION

1. Note: Property taxes, including any personal property taxes and any assessments collected with taxes, are paid. For proration purposes the amounts were:

Tax Identification No.: 060-0-260-060  
Fiscal Year: 2023-2024  
1st Installment: \$148.89  
2nd Installment: \$148.89  
Exemption: \$0.00  
Code Area: 91-041

Note: Property taxes, including any personal property taxes and any assessments collected with taxes, are paid. For proration purposes the amounts were:

Tax Identification No.: 060-0-260-070  
Fiscal Year: 2023-2024  
1st Installment: \$925.93  
2nd Installment: \$925.93  
Exemption: \$0.00  
Code Area: 91-041

Note: Property taxes, including any personal property taxes and any assessments collected with taxes, are paid. For proration purposes the amounts were:

Tax Identification No.: 060-0-260-080  
Fiscal Year: 2023-2024  
1st Installment: \$42.38  
2nd Installment: \$42.38  
Exemption: \$0.00  
Code Area: 91-041

Note: Property taxes, including any personal property taxes and any assessments collected with taxes, are paid. For proration purposes the amounts were:

Tax Identification No.: 060-0-260-090  
Fiscal Year: 2023-2024  
1st Installment: \$32.84  
2nd Installment: \$32.84  
Exemption: \$0.00  
Code Area: 91-049

Note: Property taxes, including any personal property taxes and any assessments collected with taxes, are paid. For proration purposes the amounts were:

Tax Identification No.: 060-0-260-100  
Fiscal Year: 2023-2024  
1st Installment: \$54.83  
2nd Installment: \$54.83  
Exemption: \$0.00  
Code Area: 91-041

2. None of the items shown in this report will cause the Company to decline to attach ALTA Endorsement Form 9 to an Extended Coverage Loan Policy, when issued.

## INFORMATIONAL NOTES (Continued)

3. The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land Single Family Residential properties, known as 575 Casitas Vista Road, in the Unincorporated Area of Ventura, California, , to an Extended Coverage Loan Policy.
4. Note: Please contact your Title Officer to obtain the current recording fees. Chicago Title Company will pay Chicago Title Insurance Company 12% of the title premium, as disclosed on lines 1107 and 1108 of the HUD-1.
5. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
6. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
7. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
8. The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies:
  - A. 2006 ALTA Owner's Policy (06-17-06).
    6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
  - B. 2006 ALTA Loan Policy (06-17-06).
    8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
    9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
  - C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).
    10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
  - D. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).

**INFORMATIONAL NOTES  
(Continued)**

12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
  13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
- E. CLTA Standard Coverage Policy 1990 (11-09-18).
7. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.
  8. Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage.
9. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

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**END OF INFORMATIONAL NOTES**

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David James/Kelly McDole (OC/Comm)/rp



## Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>



## Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

### **FNF Underwritten Title Company**

CTC – Chicago Title company  
CLTC – Commonwealth Land Title Company  
FNTC – Fidelity National Title Company of California  
FNTCCA - Fidelity National Title Company of California  
TICOR – Ticor Title Company of California  
LTC – Lawyer's Title Company  
SLTC – ServiceLink Title Company

### **Underwritten by FNF Underwriters**

CTIC – Chicago Title Insurance Company  
CLTIC - Commonwealth Land Title Insurance Company  
FNTIC – Fidelity National Title Insurance Company  
CTIC – Chicago Title Insurance Company

### **Available Discounts**

#### **DISASTER LOANS (CTIC, CLTIC, FNTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)**

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

#### **MILITARY DISCOUNT RATE**

Upon the Company being advised in writing and prior to the closing of the transaction that an active duty, honorably separated, or retired member of the United States Military or Military Reserves or National Guard is acquiring or selling an owner occupied one-to-four family property, the selling owner or acquiring buyer, as applicable, will be entitled to a discount equal to 15% of the otherwise applicable rates such party would be charged for title insurance policies.

Minimum charge: \$425.00

The Company may require appropriate proof of eligibility from the parties to the transaction verifying they are entitled to the discount as described. No other discounts or special rates, or combination of discounts or special rates, shall be applicable.

# FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

**Effective December 1, 2023**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

## **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

## **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

## **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

## **Use of Personal Information**

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

## **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above-described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginquies@ag.state.nv.us](mailto:aginquies@ag.state.nv.us).

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with

Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent to this Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

**Accessing and Correcting Information; Contact Us**

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

# ATTACHMENT ONE

## CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990 (11-09-18)

### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

## CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY (02-04-22)

### EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:

- a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
    - a. fraudulent conveyance or fraudulent transfer;
    - b. voidable transfer under the Uniform Voidable Transactions Act; or
    - c. preferential transfer:
      - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      - ii. for any other reason not stated in Covered Risk 9.b.
  5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
  6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
  7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

### EXCEPTIONS FROM COVERAGE

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

#### PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

#### PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

### CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (07-01-2021)

#### EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by You;
  - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
  - c. resulting in no loss or damage to You;

- d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
  - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
    - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
    - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.
 Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
  5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
  6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
    - a. fraudulent conveyance or fraudulent transfer;
    - b. voidable transfer under the Uniform Voidable Transactions Act; or
    - c. preferential transfer:
      - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      - ii. for any other reason not stated in Covered Risk 30.
  7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
  8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
  9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
  10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

### LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

### CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)

#### EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.
 This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

### LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

Our Maximum Dollar



	<u>Your Deductible Amount</u>	<u>Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

### ALTA OWNER'S POLICY (07-01-2021)

#### EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

#### EXCEPTIONS FROM COVERAGE

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

*NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:*

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B

## 2006 ALTA OWNER'S POLICY (06-17-06)

### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

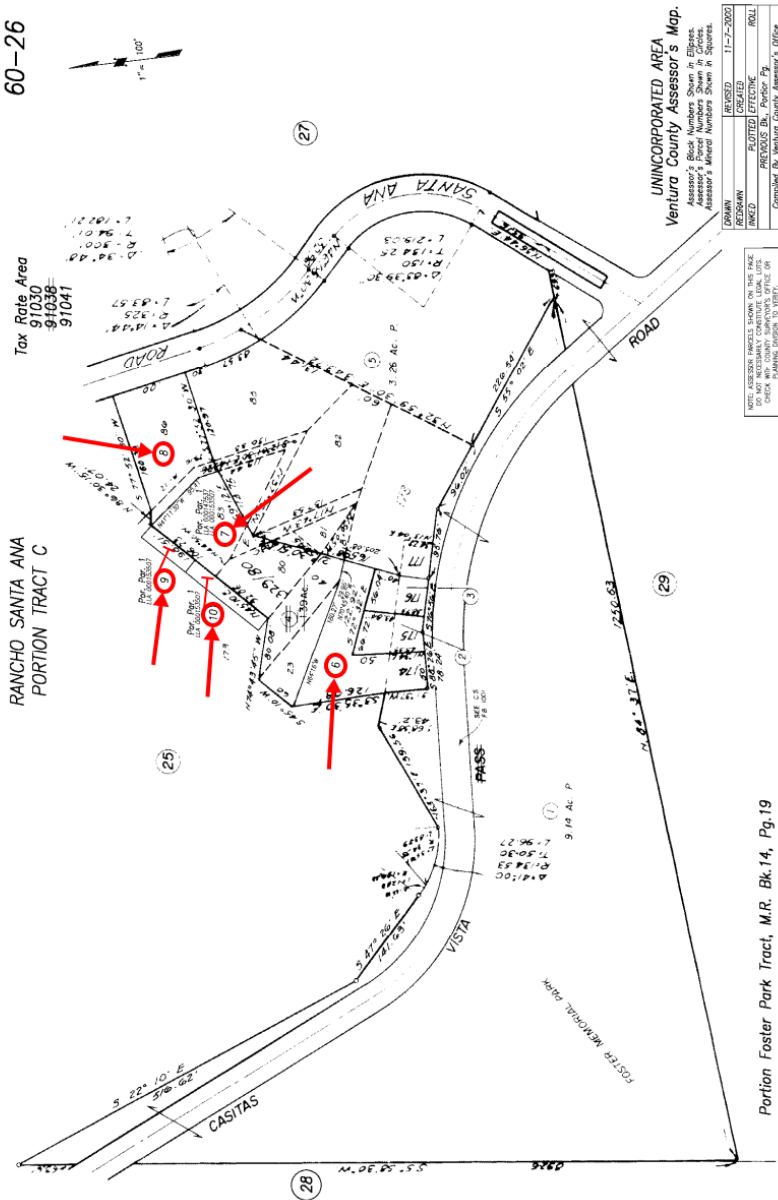
1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

*NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:*

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

## OWNER'S DECLARATION

Escrow No.: 00208820-987-OC1-KDJ  
Property Address: 575 Casitas Vista Road  
Ventura, CA

The undersigned hereby declares as follows:

1. (Fill in the applicable paragraph and strike the other)
  - a. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at 575 Casitas Vista Road, Ventura, CA, further described as follows: See Preliminary Report/Commitment No. for full legal description (the "Land").
  - b. Declarant is the \_\_\_\_\_ of \_\_\_\_\_ ("Owner"), which is the owner or lessee, as the case may be, of certain premises located at 575 Casitas Vista Road, Ventura, CA, further described as follows: See Preliminary Report/Commitment No. for full legal description (the "Land").
2. (Fill in the applicable paragraph and strike the other)
  - a. During the period of six months immediately preceding the date of this declaration no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever.
  - b. During the period of six months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with \_\_\_\_\_ upon the Land in the approximate total sum of \$\_\_\_\_\_, but no work whatever remains to be done and no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as follows: \_\_\_\_\_. Owner, by the undersigned Declarant, agrees to and does hereby indemnify and hold harmless Chicago Title Company against any and all claims arising therefrom.
3. Owner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the general partner thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting the title to the Land.
4. Except as shown in the above-referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied mortgages, deeds of trust, Uniform Commercial Code financing statements, regular assessments, special assessments, periodic assessments or any assessment from any source, claims of lien, special assessments, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records. There are no violations of the covenants, conditions and restrictions as shown in the above-referenced Preliminary Report/Commitment.
5. The Land is currently in use as \_\_\_\_\_; \_\_\_\_\_ occupy/occupies the Land; and the following are all of the leases or other occupancy rights affecting the Land:  
\_\_\_\_\_
6. There are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded easements, claims of easement, or boundary disputes that affect the Land.
7. There are no outstanding options to purchase or rights of first refusal affecting the Land.
8. Between the most recent Effective Date of the above-referenced Preliminary Report/Commitment and the date of recording of the Insured Instrument(s), Owner has not taken or allowed, and will not take or allow, any action or inaction to encumber or otherwise affect title to the Land.

This declaration is made with the intention that Chicago Title Company (the "Company") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Owner, by the undersigned Declarant, agrees to indemnify the Company against loss or damage (including attorneys fees, expenses, and costs) incurred by the Company as a result of any untrue statement made herein.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on \_\_\_\_\_ at \_\_\_\_\_.

Signature: \_\_\_\_\_

RECORDING REQUESTED BY  
**Chicago Title Company**  
WHEN RECORDED MAIL TO:  
**=addressee=**

ORDER NO.: **00208820-987-OC1-KDJ**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**CERTIFICATION OF TRUST**  
**California Probate Code Section 18100.5**

The undersigned declare(s) under penalty of perjury under the laws of the State of California that the following is true and correct:

1. The Trust known as \_\_\_\_\_,  
executed on \_\_\_\_\_, is a valid and existing trust.
2. The name(s) of the settlor(s) of the Trust is (are): \_\_\_\_\_
3. The name(s) of the currently acting trustee(s) is (are): \_\_\_\_\_
4. The trustee(s) of the Trust have the following powers (initial applicable line(s)):  
\_\_\_\_\_ Power to acquire additional property.  
\_\_\_\_\_ Power to sell and execute deeds.  
\_\_\_\_\_ Power to encumber, and execute deeds of trust.  
\_\_\_\_\_ Other: \_\_\_\_\_
5. The Trust is (check one): \_\_\_\_\_ Revocable \_\_\_\_\_ Irrevocable  
The name of the person who may revoke the Trust is: \_\_\_\_\_
6. The number of trustees who must sign documents in order to exercise the powers of the Trust is (are): \_\_\_\_\_,  
whose name(s) is (are): \_\_\_\_\_
7. Title to Trust assets is to be taken as follows: \_\_\_\_\_
8. The Trust has not been revoked, modified or amended in any manner which would cause the representations contained herein to be incorrect.
9. I (we) am (are) all of the currently acting trustees.
10. I (we) understand that I (we) may be required to provide copies of excerpts from the original Trust documents which designate the trustees and confer the power to act in the pending transaction.

Dated: \_\_\_\_\_

---

(Acknowledgement must be attached)

## CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

} SS:

On \_\_\_\_\_ before me,  
\_\_\_\_\_,

Notary Public, personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

## CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

} SS:

On \_\_\_\_\_ before me,  
\_\_\_\_\_,

Notary Public, personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

## OWNER'S DECLARATION

Escrow No.: 00208820-987-OC1-KDJ  
Property Address: 575 Casitas Vista Road  
Ventura, CA

The undersigned hereby declares as follows:

1. (Fill in the applicable paragraph and strike the other)
  - a. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at 575 Casitas Vista Road, Ventura, CA, further described as follows: See Preliminary Report/Commitment No. for full legal description (the "Land").
  - b. Declarant is the \_\_\_\_\_ of \_\_\_\_\_ ("Owner"), which is the owner or lessee, as the case may be, of certain premises located at 575 Casitas Vista Road, Ventura, CA, further described as follows: See Preliminary Report/Commitment No. for full legal description (the "Land").
2. (Fill in the applicable paragraph and strike the other)
  - a. During the period of six months immediately preceding the date of this declaration no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever.
  - b. During the period of six months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with \_\_\_\_\_ upon the Land in the approximate total sum of \$\_\_\_\_\_, but no work whatever remains to be done and no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as follows: \_\_\_\_\_. Owner, by the undersigned Declarant, agrees to and does hereby indemnify and hold harmless Chicago Title Company against any and all claims arising therefrom.
3. Owner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the general partner thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting the title to the Land.
4. Except as shown in the above-referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied mortgages, deeds of trust, Uniform Commercial Code financing statements, regular assessments, special assessments, periodic assessments or any assessment from any source, claims of lien, special assessments, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records. There are no violations of the covenants, conditions and restrictions as shown in the above-referenced Preliminary Report/Commitment.
5. The Land is currently in use as \_\_\_\_\_; \_\_\_\_\_ occupy/occupies the Land; and the following are all of the leases or other occupancy rights affecting the Land:  
\_\_\_\_\_
6. There are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded easements, claims of easement, or boundary disputes that affect the Land.
7. There are no outstanding options to purchase or rights of first refusal affecting the Land.
8. Between the most recent Effective Date of the above-referenced Preliminary Report/Commitment and the date of recording of the Insured Instrument(s), Owner has not taken or allowed, and will not take or allow, any action or inaction to encumber or otherwise affect title to the Land.

This declaration is made with the intention that Chicago Title Company (the "Company") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Owner, by the undersigned Declarant, agrees to indemnify the Company against loss or damage (including attorneys fees, expenses, and costs) incurred by the Company as a result of any untrue statement made herein.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on \_\_\_\_\_ at \_\_\_\_\_.

Signature: \_\_\_\_\_





# EXHIBIT C

Recorded at the request of and  
Return to:

Mail tax statement to:

Public Works Agency  
Ventura County Watershed Protection District  
Attn: Real Estate Services  
800 S. Victoria Avenue  
Ventura, CA 93009-1640

A. P. # 060-0-260-060, -070, -080, -090, -100  
Instrument # 10,155.23F

No Fee Required  
(Govt. Code Sec. 6103 & 27383)  
(Rev. & Tax. Code Sec. 11922)

GRANT DEED  
(Coyote Creek – 575 Casitas Vista Road)

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

DENNIS RYDER and SUSAN RYDER, Trustees of The Dennis and Susan Ryder  
Family Trust dated 12/27/02

do hereby GRANT to

VENTURA COUNTY WATERSHED PROTECTION DISTRICT

the hereinafter described real property in the State of California, County of Ventura:

[See description attached as Exhibit "A," attached hereto and made a part hereof]

DEED RESTRICTIONS

Upon the recordation of this Grant Deed the hereinafter listed deed restrictions shall  
constitute equitable servitudes burdening the real property described in Exhibit "A":

[See deed restrictions attached as Exhibit "B," attached hereto and made a part hereof]

Instrument # 10,155.23F

GRANTOR

DENNIS RYDER and SUSAN RYDER,  
Trustees of The Dennis and Susan Ryder  
Family Trust dated 12/27/02

Date: \_\_\_\_\_

\_\_\_\_\_  
By: DENNIS RYDER, Trustee

Date: \_\_\_\_\_

\_\_\_\_\_  
By: SUSAN RYDER, Trustee

APPROVED:

\_\_\_\_\_  
George R. Andrade, Manager,  
Real Estate Services  
County of Ventura

\_\_\_\_\_, \_\_\_\_, 2024

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1:**

ALL OF LOT 23 AND A PORTION OF LOTS 78, 79, 80, 83, "B" AND "E" OF FOSTER PARK TRACT, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14 PAGES 19 AND 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING ALL OF PARCEL 1 OF PARCEL MAP WAIVER NO. 1026, AS SHOWN IN THE DOCUMENT RECORDED SEPTEMBER 28, 2000 AS INSTRUMENT NO. 2000-0153507, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**PARCEL 2:**

LOT 174 OF FOSTER PARK TRACT, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14 PAGES 19 AND 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**PARCEL 3:**

ALL OF LOTS 23 AND 86, AND A PORTION OF LOTS 173. 80, 83, "B" AND "E" OF FOSTER PARK TRACT. ACCORDING TO THE MAP THEREOF RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID VENTURA COUNTY IN BOOK 14, PAGES 19 AND 20 OF MAPS AND PARTICULARLY DESCRIBED AS AN ENTIRETY, AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 66, FOSTER PARK TRACT, THENCE FROM SAID POINT OF BEGINNING,

1ST: NORTH 12° 07' 30" WEST 100.00 FEET, WITH THE EASTERLY LINE OF SAID LOT 86, TO THE NORTHEAST CORNER THEREOF, THENCE,

2ND: SOUTH 77° 52' 30" WEST 160.33 FEET, WITH THE NORTHERLY LINE OF SAID LOT 86, TO THE NORTHWEST CORNER THEREOF, THENCE,

3RD: NORTH 88° 30' 15" WEST 24.07 FEET TO THE MOST EASTERLY CORNER OF LOT 78 OF SAID FOSTER PARK TRACT, THENCE,

4TH: SOUTH 45° 10' WEST 198.31 FEET, WITH THE SOUTHEASTERLY LINE OF LOTS 78 AND 79 OF SAID FOSTER PARK TRACT, TO THE MOST SOUTHERLY CORNER OF LOT 79; THENCE,

**EXHIBIT A**

**(Continued)**

5TH: NORTH 74° 43' 45" WEST 80.08 FEET TO THE MOST NORTHERLY CORNER OF LOT 23; THENCE,

6TH: SOUTH 45° 10' WEST 60.00 FEET, WITH THE NORTHWESTERLY LINE OF SAID LOT 23 TO THE MOST WESTERLY CORNER THEREOF; THENCE,

7TH: SOUTH 3° 35' 30" EAST 126.08 FEET TO THE NORTHWEST CORNER OF LOT 174, OF SAID FOSTER PARK TRACT; THENCE,

8TH: SOUTH 76° 56' EAST 50.94 FEET. WITH THE NORTHERLY LINE OF SAID LOT 174 TO THE NORTHEAST CORNER THEREOF; THENCE,

9TH: NORTH 1° 34' EAST 50.00 FEET TO A POINT; THENCE,

10TH: SOUTH 72° 32' EAST 122.92 FEET TO A POINT IN THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN THE DEED FROM VENTURA COUNTY TITLE COMPANY, A CORPORATION, TO ROY M. CLIVER AND WIFE, DATED JUNE 18, 1928 RECORDED IN BOOK 117, PAGE 393 OF OFFICIAL RECORDS, FROM WHICH POINT THE NORTHEAST CORNER OF LOT 176 BEARS SOUTH 21° 30' 51" WEST 40.00 FEET DISTANT, THENCE ALONG SAID NORTHWESTERLY LINE OF THE LAND DESCRIBED IN SAID DEED TO ROY M. CLIVER AND WIFE;

11TH: NORTH 21° 30' 51" EAST 165.08 FEET TO THE MOST WESTERLY CORNER OF LOT 82; THENCE.

12TH: NORTH 69° 12' EAST 114.75 FEET TO THE SOUTHWEST CORNER OF LOT 86; THENCE,

13TH: NORTH 77° 52' 30" EAST 120.57 FEET, WITH THE SOUTHERLY LINE OF LOT 86; TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN PARCEL 1 DESCRIBED ABOVE.

APN: 060-0-260-060 (AFFECTS PARCEL 2 AND A PORTION OF PARCEL 3)

APN: 060-0-260-070 (AFFECTS A PORTION OF PARCEL 1)

APN: 060-0-260-080 (AFFECTS A PORTION OF PARCEL 3)

APN: 060-0-260-090 (AFFECTS A PORTION OF PARCEL 1)

APN: 060-0-260-100 (AFFECTS A PORTION OF PARCEL 1)

## **Exhibit B**

In reference to the property or properties ("Property") conveyed by the Deed between DENNIS RYDER and SUSAN RYDER, Trustees of The Dennis and Susan Ryder Family Trust dated 12/27/02 participating in the federally-assisted acquisition project ("the Grantor") and VENTURA COUNTY WATERSHED PROTECTION DISTRICT ("the Grantee"), its successors and assigns:

WHEREAS, the Emergency Watershed Protection (EWP) Program, as authorized in the Agricultural Credit Act of 1978, (16 USC 2203), authorizes the Secretary to undertake emergency watershed protection measures in cooperation with State or political subdivision thereof, federally recognized tribes or tribal organization, or unit of local government, as the Secretary deems necessary to safeguard lives and property from floods, drought, and the products of erosion on any watershed whenever fire, flood, or any other natural occurrence is causing or has caused a sudden impairment of that watershed.

WHEREAS, the EWP Program provides a process for a State or political subdivision thereof, federally recognized tribes or tribal organization, or unit of local government, to request EWP financial assistance to implement EWP measures;

WHEREAS, VENTURA COUNTY WATERSHED PROTECTION DISTRICT entered into a cooperative agreement with the USDA Natural Resources Conservation Service (NRCS) dated **date** and herein incorporated by reference; making it an EWP Program project sponsor.

WHEREAS, the terms of the EWP Program requirements consistent with 7 C.F.R. Part 624, and the cooperative agreement require that the project sponsor agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, EWP financial assistance through an agreement is provided subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the EWP Program statutory authorities, regulatory requirements consistent with 7 C.F.R. Part 624, the cooperative agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to EWP Program requirements concerning the acquisition of property for open space as an EWP measure:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; water quality improvement; environmental education; nature reserves; grazing; unimproved, unpaved parking lots; buffer zones; and other uses consistent with restoring the hydraulic capacity to the natural environment.

b. Structures. No new structures or improvements shall be erected on the Property other than:

i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;

ii. A public rest room; or

iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the NRCS State Conservationist in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard.

c. Transfer. The Grantee, including successors in interest, heirs or assigns, shall convey any interest in the Property only if the NRCS State Conservationist gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee to the NRCS State Conservationist must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the NRCS State Conservationist, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a



conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. NRCS, its representatives and assigns including the state or tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part and of the cooperative agreement.

3. Monitoring and Reporting. Every three years on July 1, the Grantee, in coordination with any current successor in interest, shall submit to the NRCS State Conservationist a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 7 C.F.R. Part 624 and the cooperative agreement.

4. Enforcement. The Grantee and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 7 C.F.R. Part 624 and the cooperative agreement. The relative rights and responsibilities of NRCS, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. NRCS will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, NRCS shall enforce the terms of the grant by taking any measures it deems

appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. NRCS, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding NRCS awards or assistance from the Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of the NRCS State Conservationist and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this agreement or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

Instrument # 10,155.23F

Signed by Grantors and Grantee, witnessed and notarized in accordance with local law.

GRANTORS

DENNIS RYDER and SUSAN RYDER,  
Trustees of The Dennis and Susan Ryder  
Family Trust dated 12/27/02

Date: \_\_\_\_\_

\_\_\_\_\_  
By: DENNIS RYDER, Trustee

Date: \_\_\_\_\_

\_\_\_\_\_  
By: SUSAN RYDER, Trustee

GRANTEE

VENTURA COUNTY WATERSHED  
PROTECTION DISTRICT

Date: \_\_\_\_\_

\_\_\_\_\_  
By: Joan Araujo  
Director, Central Services Department  
Ventura County Public Works Agency

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

### ACKNOWLEDGMENT

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_,  
a Notary Public in and for said County and State, personally appeared \_\_\_\_\_

\_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

**I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.**

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC in and for said  
County and State

**My commission expires on \_\_\_\_\_, 20\_\_\_\_\_.**

A. P. # 060-0-260-060, -070, -080, -090, -100  
Instrument # 10,155.23F

## **VENTURA COUNTY WATERSHED PROTECTION DISTRICT**

### **CERTIFICATE OF ACCEPTANCE OF DEED OR GRANT**

(Coyote Creek – 575 Casitas Vista Road)

This is to certify that the interest in real property conveyed by the deed or grant dated [REDACTED], 2024, from DENNIS RYDER and SUSAN RYDER, Trustees of The Dennis and Susan Ryder Family Trust dated 12/27/02, to the Ventura County Watershed Protection District ("District"), is hereby accepted by the undersigned officer on behalf of the District, pursuant to authority granted by the Board of Supervisors sitting for the District on September 10, 2024, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

\_\_\_\_\_  
JOAN ARAUJO, Director  
Central Services Department  
Ventura County Public Works Agency

Authorized Officer

# **EXHIBIT D**

## **SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims (“Agreement”), dated September 10, 2024, for reference purposes, is entered into by and between Dennis Ryder and Susan Ryder, individually and as Trustees of The Dennis and Susan Ryder Family Trust Dated 12/27/02 (collectively, “Claimants”), and County of Ventura and Ventura County Watershed Protection District (collectively, “County Entities”). Claimants and County Entities may be referred to individually as a “Party” or collectively as the “Parties.”

### **RECITALS**

A. In July 2023, Claimants asserted a \$1.4 million tort claim (“Claim”) against the County of Ventura (“County”) alleging that the County negligently failed to construct or maintain certain roadways, flood control facilities, and other properties that resulted in flood damage to Plaintiff’s real property located at 575 Casitas Vista Road, Ventura, CA 93001 (“Property”). In August 2023, the County denied the Claim. In December 2023, the County’s Board of Supervisors approved a tolling agreement extending the statute of limitations for the Claimants to initiate litigation against the County Entities on the Claim to December 1, 2024.

B. Without admitting any liability or fault, to avoid the expenses and uncertainties related to litigation, and to finally and forever resolve Claimants’ Claim and all other Property-related claims of any kind whatsoever, which were, or which could have been raised against the County Entities, the Parties desire to, and hereby do, enter into this Agreement.

### **AGREEMENT**

Now, therefore, in consideration of the warranties, promises, covenants and other terms set forth herein, the receipt and sufficiency of which are hereby acknowledged, and based on the Recitals above, which are incorporated into this Agreement by reference, the Parties agree as follows:

1. Payment. Ventura County Watershed Protection District (“District”) shall purchase Claimants’ Property for the sum of one million three hundred thousand dollars (\$1,300,000) upon the terms set forth in the Agreement for Purchase and Sale, dated September 10, 2024.


2. General Release. Claimants, on behalf of Claimants, Claimants' successors and assigns, hereby expressly waive and fully release and discharge the County Entities and the County Entities' Boards, officers, employees, agents, assigns, representatives, administrators and attorneys (collectively, "Releasees") from any and all claims, demands, liabilities, debts, obligations, causes of action, damages and attorney's fees, whether known or unknown, foreseen or unforeseen, that Claimants have, or may have, against the Releasees related to the Claim and all other Property-related claims against the County Entities, including, but not limited to, those which were, or which could have been, raised in the Claim.


3. Release of Unknown Claims. Claimants acknowledge and agree that the release contained in this Agreement applies to all claims for damages, losses or other asserted rights, including, without limitation, those arising from or in any way connected with or relating to the allegations of the Claim and Claimants' claims as set forth therein that Claimants may have against the Releasees, including those that may exist but which Claimants do not know exist and which, if known, would materially affect Claimants' decision to execute this Agreement. As to such claims, Claimants expressly waive all rights Claimants may have under section 1542 of the California Civil Code, which provides as follows:

**"A general release does not extend to claims that 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."**

Claimants understand and acknowledge that, even if it should eventually suffer additional damages arising out of the Claim released in this paragraph 3, they will be unable to make any claim for those damages.

Dennis Ryder, Individually:  Susan Ryder, Individually: 

Dennis Ryder, Trustee of The Dennis and Susan Ryder Family Trust Dated 12/27/02: 

Susan Ryder, Trustee of The Dennis and Susan Ryder Family Trust Dated 12/27/02: 



4. Legal Representation. Each Party warrants and represents that in executing this Agreement, the Party has relied upon legal advice from the attorneys of the Party's choice; that the terms of this Agreement have been read and their consequences (including risks, complications and costs) completely explained to the Party by those attorneys; and that the Party fully understands the terms of this Agreement. Each Party further acknowledges and represents that the Party has executed this Agreement freely and voluntarily without the undue influence of any person, and the Party has not relied on any inducements, promises or representations made by any person not expressly set forth in this Agreement.

5. Attorney's Fees and Costs. The County Entities, the County Entities' Boards, officers, employees, agents and representatives shall not be liable to Claimants or Claimants' attorney of record, and Claimants shall not be liable to the County Entities, the County Entities' Boards, officers, employees, agents and representatives, for costs or attorney's fees, including any provided for by statute, incurred in connection with the matters described in the Claim and the preparation of this Agreement.

6. Indemnification. Claimants agree and understand that Claimants have not relied upon any advice from the County Entities or the County Entities' Boards, officers, employees, attorneys, agents or representatives, as to the taxability, whether pursuant to federal, state or local statutes or regulations or otherwise, of the payment made and consideration transferred under this Agreement, and that Claimants are solely liable for any tax obligations, if any, arising from the payment made and consideration transferred under this Agreement and shall indemnify, defend and hold harmless the County Entities and the County Entities' Boards, officers, employees, agents, assigns, representatives, administrators and attorneys against all liability, demands, claims, costs, losses, damages, recoveries, settlements and expenses incurred by the Claimants related to any tax obligations arising under this Agreement.

7. No Assignment. Claimants hereby warrant and represent that Claimants have not assigned or transferred, or purported to assign or transfer, voluntarily, involuntarily or by operation of law, any legal right subject to this Agreement, or any part or portion thereof, to any person or entity not a party to this Agreement. Plaintiffs agree to indemnify and hold harmless the County Entities and the County Entities' Boards, officers, employees, agents, assigns, representatives, administrators and attorneys from and against any claim, liability or cause of action (including the payment of attorney's fees and costs actually incurred, whether or not litigation is commenced) based upon, in connection with, or arising out of any such assignment or transfer or purported assignment or transfer.

8. No Admission. This Agreement is a settlement of disputed claims and is not an admission of liability or fault by any of the Parties hereto.

9. Further Actions. The Parties hereto agree that they will execute any and all documents and take any and all other actions as may be reasonably necessary to carry out the terms of this Agreement.

10. Binding Effect. This Agreement shall be binding upon Claimants and Claimants' transferees, successors, assigns, executors and administrators.

11. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings of the Parties. Any amendment to this Agreement shall not be valid or binding unless in writing and signed by each of the Parties hereto.

12. Severability. Should any portion of this Agreement be determined by a court of competent jurisdiction to be in conflict with any applicable law, such portion shall be considered severed from this Agreement and the validity of the remaining portions of this Agreement shall not be affected thereby.

13. Interpretation of Agreement. For purposes of construction, this Agreement shall be deemed to have been drafted by all Parties, and no ambiguity shall be resolved against any party by virtue of the Party's participation in the drafting of the Agreement.

14. Recitals; Headings. The section above entitled "Recitals" is incorporated into and made part of this Agreement. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or construction of this Agreement.

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

16. Counterparts. This Agreement may be executed in one or more counterparts (including multiple signature pages), all of which shall be deemed to be one instrument. True and correct copies may be used in lieu of the original.

Wherefore, the Parties enter into this Agreement as of the last date set forth below.

Dated: 8/28/2024

[Signature]  
By: Dennis Ryder

Dated: 8-28-2024

[Signature]  
By: Susan Ryder

THE DENNIS AND SUSAN RYDER FAMILY  
TRUST DATED 12/27/02

Dated: 8/28/2024

[Signature]  
By: Dennis Ryder, Trustee

Dated: 8-28-2024

[Signature]  
By: Susan Ryder, Trustee

COUNTY OF VENTURA

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Joan Araujo  
Director, Central Services Agency  
Ventura County Public Works Agency

VENTURA COUNTY WATERSHED  
PROTECTION DISTRICT

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Joan Araujo  
Director, Central Services Agency  
Ventura County Public Works Agency

Approved as to form:

LAW OFFICES OF K.M. NEISWENDER

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Kate Neiswender  
Attorney for Claimants

TIFFANY NORTH  
County Counsel, County of Ventura

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Karen Marble  
Assistant County Counsel  
Attorneys for County of Ventura and Ventura  
County Watershed Protection District