

**REAL PROPERTY  
ACQUISITION AGREEMENT**  
(Parks – Oak Dell)

THIS AGREEMENT is made and entered into by and between

Ventura County Council, Boy Scouts of America, a corporation

hereinafter called "Grantor," and

COUNTY OF VENTURA

hereinafter called "Entity."

This Agreement is made in conjunction with Instrument No. 1443.2F ("Instrument"), being a deed or grant executed and delivered to Charles E. Alvarez, Manager of the Real Estate Services Division of the Ventura County Public Works Agency, Entity's authorized agent, and which conveys to Entity the real property particularly described in Exhibit A attached hereto and made a part hereof by reference.

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

A. PAYMENT. Entity shall pay to the order of Grantor, as consideration in full for the real property described in Exhibit A, the sum total of \$182,500.00, without offset. Said sum shall be paid within sixty (60) days after Entity certifies the acceptance of the Instrument for recordation, and said payment shall be made prior to said recordation.

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

C. THIRD PARTY CLAIMS INDEMNIFICATION. Grantor warrants there are no oral or written leases, licenses, or other third party claims on all or any portion of the real property described in Exhibit A exceeding a period of one month, or if there are such leases, licenses or other third party claims, Grantor agrees to hold Entity harmless and reimburse Entity for any and all of the expenses occasioned by reason thereof. Existing recorded easements are understood by both parties as disclosed to both parties as part of the sale.

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

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

F. TIME IS OF THE ESSENCE. The sale of the real property described in Exhibit A must close and payment must be made within 90 days from execution of this Agreement by Grantor. Unless other terms are agreed to in writing by both parties, this Agreement will terminate without penalty or recourse to either party if the sale does not close or the payment is not made within that 90-day period.

G. INSPECTION OF PROPERTY. Grantor has represented in good faith the condition of the real property described in Exhibit A. Entity has done its due diligence in its inspection of the real property and accepts the real property in an "as is" condition.

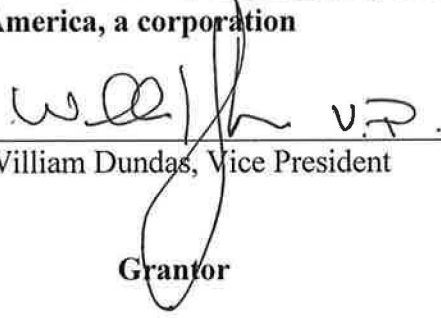
H. SPECIAL PROVISIONS. If applicable, all other provisions of this Agreement are contained in Exhibit B, which is attached hereto and made a part hereof by reference.

( ) Exhibit B is applicable. (X) Exhibit B is not applicable.

**\*\*\* THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK \*\*\***

**Ventura County Council, Boy Scouts of  
America, a corporation**

Dated: 2-15-19.

  
\_\_\_\_\_  
William Dundas, Vice President

**Grantor**

**County of Ventura**

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

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

**Entity**

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

APPROVED:

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

\_\_\_\_\_  
Charles E. Alvarez, Manager  
Real Estate Services Division  
Ventura County Public Works Agency

## EXHIBIT "A"

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

PARCEL 1:

A parcel of land in Lots 37 and 38 of the Robinson, Fawcett and Dean Subdivision of Rancho Santa Ana, in the County of Ventura, State of California, as said lots are shown on the map entitled "Map of Rancho Santa Ana as partitioned by Order of the District Court", recorded in Book 3, Page 32 of Maps, in the office of the County Recorder of said County, and more particularly described as follows:

Beginning at the most Northerly corner of that certain parcel of land described in the deed to the Ventura River Municipal Water District, recorded March 12, 1956, as Document No. 10671, Book 1386, Page 110 of Official Records in said County, said point being in the centerline of the Southern Pacific Railroad Company's track as it now exists, at the Northerly terminus of the 14th course as described in said deed; thence along the Northerly boundary of land described in said deed,

1<sup>st</sup>: South 84° 43' East 20.61 feet to a point in the Easterly line of the Southern Pacific Railroad Company's right of way and the Easterly line of land described in said deed; thence along the Easterly boundary of land described in said deed,

2<sup>nd</sup>: South 4° 27' East 374.19 feet; thence leaving said Easterly boundary,

2<sup>rd</sup>: North 84° 07' 20" West 312.44 feet to a point in the centerline of the Southern Pacific Railroad Company's track and the Westerly boundary of land described in said deed, said point being in the 9th course as described in said deed distant South 57° 31' West 12.89 feet from its Northerly terminus; thence along said centerline and said Westerly boundary along a curve to the left the following chord courses:

4<sup>th</sup>: North 57° 30' East 12.89 feet to the Northerly terminus of said 9th course; thence,

5<sup>th</sup>: North 49° 26' East 100.00 feet; thence,

6<sup>th</sup>: North 41° 55' East 100.00 feet; thence,

7<sup>th</sup>: North 33° 26' East 100.00 feet; thence,

8<sup>th</sup>: North 25° 59' East 100.00 feet; thence,

9<sup>th</sup>: North 20° 31' East 24.85 feet to the point of beginning, containing 1.00 acre of land, more or less, exclusive of that portion of said parcel lying within the boundaries of the Southern Pacific Railroad Company's right of way according to the deed recorded Book 57 of Deeds, Page 453, in the Office of the County Recorder of said County.

Except that portion of the above described parcel lying within the boundaries of the Southern Pacific Railroad Company's right of way as hereinbefore described.

PARCEL 2:

A parcel of land in Lot 38 of the Robinson, Fawcett and Dean Subdivision of Rancho Santa Ana, in the County of Ventura, State of California, as shown on that certain map entitled "Map of the

Rancho Santa Ana, as partitioned by order of the District Court", recorded in Book 3 Page 32 of Maps, in the office of the County Recorder of said County, and more particularly described as follows:

Beginning at a point in the Northerly boundary of that certain parcel of land described in the deed to John De Rosa and Jessie O. De Rosa, recorded August 19, 1946 Book 757, Page 492 of Official Records in said county, said point being South 84° 43' East 20.61 feet from a point in the center line of the Southern Pacific Railroad Company's track as it now exists, at the Northwest corner of lands described in said deed; thence from said point of beginning along said Northerly boundary.

1<sup>st</sup>: South 84° 43' East 25 feet; thence, leaving said Northerly boundary,

2<sup>nd</sup>: South 5° 17' West 145.74 feet to a point in the Easterly boundary of lands conveyed to Ventura River Municipal Water District by deed recorded March 12, 1956 as Document No. 10671 Book 1386, Page 110 of Official Records in said county; thence along said Easterly boundary,

3<sup>rd</sup>: North 4° 27' West 147.87 feet to the point of beginning.