

City of Santa Paula

City Council Regular Meeting

MAYOR PEDRO A. CHAVEZ
VICE MAYOR CARLOS JUAREZ
COUNCILMEMBER JENNY CROSSWHITE
COUNCILMEMBER LESLIE CORNEJO
COUNCILMEMBER GABRIELA ORNELAS



CITY COUNCIL REGULAR MEETING OF THE SANTA PAULA CITY COUNCIL REGULAR MEETING

WEDNESDAY, NOVEMBER 19, 2025

6:30 PM - City Council Regular Meeting

SANTA PAULA CITY HALL
970 VENTURA STREET
SANTA PAULA, CA 93060

JULIE LATSHAW, CITY CLERK
DAN SINGER, CITY MANAGER
MONICA CASTILLO, CITY ATTORNEY

CITY COUNCIL REGULAR MEETING

You are invited to participate in all Regular City Council meetings. Agendas are posted in the front of Santa Paula City Hall, 970 Ventura Street, Santa Paula, 72 hours in advance of the scheduled meetings. The City Council's regular meetings start at 6:30 p.m. the first and third Wednesday of each month in the City Hall Council Chambers located at 970 Ventura Street in Santa Paula. Special and Closed Sessions vary by date and time.

HOW TO PARTICIPATE IN PERSON DURING THE MEETING: If you wish to speak at a City Council meeting, please fill out a **Public Comment Form** noting your name and address and submit the form to the City Clerk. Include the Agenda item number, when appropriate. **Public comments are limited to 3 minutes.**

1. **Items Not on the Agenda:** If you wish to discuss an item which is not scheduled on the Agenda, you may address the City Council during *Public Comment*. Please realize that due to the limitations placed on the City Council by provisions of the *California Government Code*, the City Council ordinarily cannot take action on any item that is not on the agenda. Because of these restrictions, expect that matters that you identify during public comment may be referred to staff or considered on a future agenda.
2. **Agenda Items:** Items being considered by the City Council may appear on the Consent Calendar, as an Action Item, or as a Public Hearing. Public comments on each type of item are handled differently, as explained below:
 - a. For items appearing on the Consent Calendar, please submit a Public Comment Form before the Council takes action on the Consent Calendar. Items that receive a Public Comment Form may be pulled from the Consent Calendar by the Mayor and discussed separately by the City Council.
 - b. For items appearing as an Action Item, the Mayor will announce the Agenda item and request the staff report, the staff member responsible will give a brief summary of the report; the City Council will have an opportunity to ask questions of staff; members of the public will be given an opportunity to comment on the item and ask additional questions (all members of the public should speak directly into the microphone at the speaker's platform); and the City Council will discuss the item and then take appropriate action.
 - c. For items on which a Public Hearing is scheduled, the Mayor will open the public hearing and receive the staff report; members of the public will be given an opportunity to comment on the item and ask additional questions (all members of the public should speak directly into the microphone at the speaker's platform); the City Council will discuss the item; and the Mayor will close the public hearing after City Council action.

HOW TO PARTICIPATE BEFORE THE MEETING: Members of the public are encouraged to submit email correspondence on any agenda item by sending an email to cityclerk@spcity.org. All public correspondence received by 3:00 p.m. (PT) on the meeting date will be provided to the legislative body before the meeting. Public Comments received after 3:00 p.m. will be provided to the legislative body the next day.

Your Participation in this meeting is in the public domain; meetings are cablecast; minutes of this meeting will reflect your participation in this meeting and are posted on the city's website.

PLEASE NOTE: *Be advised that if you bring a legal challenge to an action, you may be limited to raising only those issues you or someone else raised at the meeting described in this Agenda, or in written correspondence delivered to the City Council at or before the meeting. Any action is subject to the ninety-day time period set forth in Code of Civil Procedure § 1094.6.*

*In compliance with the **Americans with Disabilities Act**, if you need special assistance to participate in this meeting, please contact the City Clerk at (805) 933-4208. Notification 48 hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35, 102-35.104 ADA Title II). Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection immediately upon distribution in the City Clerk's office.*

HOW TO VIEW ON YOUR TELEVISION, COMPUTER, OR MOBILE DEVICE: Watch from home live on the local Channel 10, or view the live feed on the city website at the following link: <https://www.spcity.org/523/Public-Meeting-Agendas>

NOTE: Special and Closed Sessions are not recorded and not available on Channel 10 or live feed on the city website.

REGULAR MATTERS - COUNCIL CHAMBERS

1. CALL TO ORDER

REMINDER: in order to minimize distractions during public meetings, all personal communication devices should be turned off or put in a non-audible mode.

2. INVOCATION

3. FLAG SALUTE

4. ROLL CALL

5. CLOSED SESSION REPORT

6. PUBLIC COMMENT

At this time, members of the public may comment on any item not appearing on the agenda that is within the subject-matter jurisdiction of the City Council. A Public Comment Form must be submitted to the City Clerk prior to the beginning of the Public Comment period in order to be recognized to speak. Individuals submitting Public Comment Forms after the beginning of the Public Comment period will not be allowed to speak at this time, but may be recognized to speak by the Mayor at the conclusion of the meeting. Individual Councilmembers may briefly respond to Public Comments or ask questions for clarification. The City Council may direct the City Manager to report to the City Council on the item at a later meeting. For items appearing on the Agenda, the public will be invited to make comments at the time the item comes up for City Council consideration. If a member of the public wishes to address a Consent Calendar item, please submit a Public Comment Form for that item. It may then be discussed separately by the Council, and the public will be invited to make comments at that time. At all times, please use the microphone and write your name and address on the Public Comment Form provided.

7. PRESENTATIONS

7.A MAYOR'S RECOGNITION AWARDS - Mike Gutierrez, Vice President,
Western Region of International Union of Painters and Allied Trades

7.B MAYOR'S RECOGNITION AWARDS - Christina Gonzalez, Director of Data

Management & Applications, Ventura County Office of Education

7.C MAYOR'S RECOGNITION AWARDS - Ric Castaniero, SPSHS, Sam Zuniga Advisor & MeCHA Students, Laura Espinosa of Santa Paula Latino Townhall, Javier Gomez of Inlakech

7.D MAYOR'S RECOGNITION AWARDS - Master Carlos Urrutia's Taekwondo

7.E COMMUNITY ACTION VENTURA COUNTY

7.F COMMUNITY ENVIRONMENTAL COUNCIL PRESENTATION

8. CITY COUNCIL REPORTS

9. CITY MANAGER REPORTS

10. CONSENT CALENDAR

Background information has been provided to the City Council on all matters listed under the Consent Calendar and these items are considered to be routine by the City Council and are normally approved by one motion. If discussion is requested by a Councilmember on any item, or a member of the public wishes to comment on an item, that item may be removed from the Consent Calendar for separate action.

10.A PURCHASE OF ONE (1) NEW 2026 FORD F-550 STAKE BED TRUCK **RECOMMENDATION:**

Staff recommends that the City Council:

1. Authorize the purchase of one (1) new 2026 Ford F-550 Stake Bed Truck through Sourcewell, a cooperative purchasing program, for a total cost of \$136,922.30.

11. ACTION ITEMS

11.A RECOMMENDATIONS FROM THE CITY COUNCIL AD HOC COMMITTEE ON IMMIGRATION FOR ALLOCATION OF SURPLUS BUDGET FUNDS **RECOMMENDATION:**

Staff recommends that the City Council:

1. Consider the recommendations of the Council's Ad Hoc Immigration Committee, as further articulated in this report, to make a monetary donation of up to \$50,000, as previously set-aside by the Council from surplus budget funds, and
2. Approve becoming an endorser of the Ventura County Community Foundation's Neighbors Support Fund, which supports immigrant families, and
3. In recognition of the community's growing needs, consider allocating an additional amount of surplus funds to be available for future immigrant support or inclusion efforts, as needs arise.

Presented by: Gloria Parra, ACC Fellow

11.B **247 GRANT LINE PURCHASE AND SALE AGREEMENT FOR SANTA PAULA CREEK BRIDGE**

RECOMMENDATION:

Adopt Resolution No. 7594 to:

1. Authorize the City Manager to execute the proposed Purchase and Sale Agreement to acquire the real property known as 247 Grant Line, Santa Paula, CA, and all documents necessary to carry out the Agreement; and
2. Authorize acceptance of the property pursuant to Government Code Section 27281.

Presented by: Monica Castillo, City Attorney

12. ITEMS FOR FUTURE AGENDAS

12.A **ITEMS FOR FUTURE AGENDAS**

13. ADJOURNMENT

State of California)-

County of Ventura)- ss

City of Santa Paula)-

I declare under penalty of perjury that I posted this City Council Agenda on the bulletin board near the front door of City Hall, 970 Ventura Street, Santa Paula, California.

On _____ at _____ Signed: _____

Julie Latshaw

City Clerk

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular Meeting

From: Dale Goodman, Public Works Director

Subject: PURCHASE OF ONE (1) NEW 2026 FORD F-550 STAKE BED TRUCK

Date: November 19, 2025

Agenda Item: 10.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the purchase of one (1) new 2026 Ford F-550 Stake Bed Truck through Sourcewell, a cooperative purchasing program, for a total cost of \$136,922.30.

BACKGROUND:

The Streets Division utilizes stake bed trucks for daily operations including asphalt patching, hauling materials, debris removal, and transporting equipment to and from job sites. The division's existing stake bed truck has exceeded its useful life cycle, resulting in increased maintenance costs, reduced reliability, and decreased operational efficiency.

Routine operations such as street repairs, hauling aggregate, transporting signs and barricades, and assisting with citywide cleanup efforts require a dependable heavy-duty vehicle. Replacing the aging unit will improve productivity, reduce downtime, and enhance worker safety.

Funding for a new stake bed truck was included in the adopted FY 2025–2026 Budget as part of the City's fleet replacement program.

ANALYSIS:

The proposed 2026 Ford F-550 Stake Bed Truck will be equipped with a flatbed and stake sides to accommodate a wide range of public works activities. The F-550 model provides the payload capacity and durability necessary for the heavy-duty demands of the Streets Division's operations.

Staff obtained pricing through Sourcewell, a cooperative purchasing program to ensure a competitive and compliant procurement consistent with City purchasing policies and Santa Paula Municipal Code Section 41.11.

Upon delivery, the new vehicle will replace Truck #219 - 2001 Dodge 3500 Flatbed Dump w/ Liftgate, which will be designated as surplus and presented to City Council for authorization to dispose of at a future meeting, in accordance with the City's fleet replacement policy.

STRATEGIC PLAN:

Although this item is not specifically identified as an objective in the City Council's Two-Year Strategic Plan, the replacement of outdated fleet equipment supports the City's commitment to providing efficient, reliable, and cost-effective public services to the community.

FISCAL IMPACTS:

The total cost for purchasing one (1) new 2026 Ford F-550 Stake Bed Truck, including tax, delivery, and outfitting, is estimated at \$136,922.30. This estimate is \$6,922.30 higher than the amount originally budgeted for this vehicle in the FY 2025–2026 Public Works Streets Department Vehicle Replacement Fund.

However, sufficient overall funding remains available within the fund due to cost savings realized from the future purchase of the pressure washer, which will come in under budget. These savings will fully offset the additional cost of the stake bed truck, ensuring no increase in the total approved budget appropriation. Therefore, no additional budget appropriation is required.

Table 1: Funding Source

Fund	Account No.	Available Budget
State Gas Tax - Equipment - New	280-5-5022-610	\$239,774

Sourcewell Quote ID #41233 R3		
2026 Ford F-550 Super Duty		\$73,264.33
Scelzi Uplift; Flatbed Dump, Tommy Gate		\$52,057.00
Tax (9.25%)		\$11,592.22
Tire Fee		\$8.75
	Purchase Price	\$136,922.30

OPTIONS:

In addition to the recommended action, the Council has available to it the following alternative options:

1. Do not approve the purchase; continue operating the existing vehicle, which may result in increased maintenance costs and reduced reliability, and direct staff to explore alternatives or delay replacement to a future fiscal year.

ATTACHMENTS:

[EXHIBIT A - Ford Super Duty F-550 Quote](#)

EXHIBIT A

Sourcewell and Scelzi Quote: 2026 Ford Super Duty F-550



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

11/3/2025

11/7/2025 Re-Configured

Quote ID: 41233 R3

Order Cut Off Date: TBA

Joe Byrum
City of Santa Paula
Public Works Streets Department

903 corporation st

Santa Paula, California, 93060

Dear Joe Byrum,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2026 Ford Super Duty F-550 DRW (W5H) XLT 4WD Crew Cab 203" WB 84" CA, Scelzi Upfit; Flatbed Dump, Tommy Gate Lift-N-Dump + pkg) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$75,425.00	\$73,264.33	2.865 %	\$2,160.67
Scelzi Upfit; Flatbed Dump, Tommy Gate Lift-N-Dump + pkg		\$52,057.00		
Tax (9.2500 %)		\$11,592.22		
Tire fee		\$8.75		
Total		\$136,922.30		

***Per the attached specifications.**

Additional upfit options included; **Required: Invoice for Chassis due on delivery to installer with the Invoice for the upfit due thereafter upon completion.**

This vehicle(s) is available under the Sourcewell Contract #091521- NAF. Please reference this number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



GMC



2286 E. Date Ave.
Fresno, CA 93706
Phone: 559-237-5541
Fax: 559-237-5554
www.SEINC.com

Quotation

297005

Date: 11/7/2025, 9:11:06 AM

User: Reyes, Yvette

Bill To: NATIONAL AUTO FLEET GROUP
End User: SANTA PAULA, CITY OF
Attn: AGATEP, DAN
490 AUTO CENTER DR.
WATSONVILLE, CA 95076
8552896572

Ship To: NATIONAL AUTO FLEET GROUP
End User: SANTA PAULA, CITY OF
Attn: AGATEP, DAN
903 CORPORATION STREET
SANTA PAULA, CA 93060
8552896572

Quote Date: 03/11/2025
Expiration Date: 04/10/2025
Sales Tax Exempt @ 0.000%

Salesman: Joiner, Wayne
Ship Via: SCELZI DELIVERY
Terms: Net 30 w/ PO
PO Number:

Notes:

MOUNT IN SHAFTER
PAINT BODY WHITE
PAINT CODE Z1
REAR MOUNTED FUEL TANK

NOTE:

- 1.) PRICE IS SUBJECT TO CHANGE ONCE CHASSIS SCHEDULES FOR PRODUCTION
- 2.) CUSTOMER WILL SUPPLY VIN# WITH AVAILABLE
- 3.) SHAFTER DROP SHIP CODE F86304

Qty	Part Number	Description	Total	Tax
1	CUSTOMER TRUCK	2025 FORD - F550 - CREW CAB - DRW - GAS - WHITE - 4X4 - 84" CA	\$0.00	

Date: 11/7/2025, 9:11:06 AM

User: Reyes, Yvette

1 TOOL BOX	60" X 18" X 18" UNDERBODY TOOLBOX WITH FRAME MOUNTED BRACKETS BEHIND CAB IN FRONT OF DUAL REAR WHEELS - PASSENGER SIDE	\$0.00
	1EA- DIVIDER CENTERED IN PASSENGER SIDE TOOLBOX FOR INVERTER AND AUXILIARY BATTERY	
1 PDI	PRE-DELIVERY INSPECTION OF VEHICLE PER WORK ORDER	\$0.00
1 WEIGHT CERTIFICATE	WEIGHT CERTIFICATE OF COMPLETED UNIT	\$50.00
1 HAZ MAT - HWD FEE	HAZARDOUS WASTE DISPOSAL FEE	\$55.00
1 TRANSPORTATION	ONE WAY TRANSPORTATION TO 903 CORPORATION ST SANTA PAULA, CALIFORNIA, 93060	

Sub Total \$47,325.00
Sales Tax \$0.00
Total \$47,325.00
DISCLAIMERS

TERMS: Standard terms are Net 10 Days, any deviations need to be in writing before production

CHASSIS: Scelzi Enterprises, Inc. is not responsible for flashing or modification of any chassis modules due to the installation of a body
Including but not limited to camera installation, erratic turn signal operation, etc

CHANGES: Each change after quote is accepted will constitute a \$600.00 fee in addition to the cost of the change
No changes will be made to orders 2 weeks prior to production start date

DRAWINGS: Any changes to drawings after acceptance and 2 weeks prior to production start date will constitute a \$500.00 fee or more at \$150.00 per hour
No changes will be made to drawings 2 weeks prior to production start date

PAINT: Scelzi Enterprises, Inc. does not guarantee a perfect color match due to inconsistencies in factory paints and procedures

THIS WORK AUTHORIZED BY

Payment in full on completion of job if credit arrangements have not been made in advance

The above quotation is submitted according to specifications submitted by customer. Any alterations or changes increasing production costs will be charged for accordingly.

DATE

 Estimate Sposato,
 Prepared By: Brianne

Sales Rep: Joiner, Wayne

67H	Heavy-Service Front Suspension Package, -inc: pre-selected heavy-service front springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations), Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR), Note 1: May result in a deterioration of ride quality, Note 2: Vehicle ride height will increase w/the addition of this package
54F	PowerScope Trailer Tow Mirrors w/Heat, -inc: power-folding w/Autofold, telescoping, power glass, turn signal, high-intensity LED security approach lamps and utility lighting system w/LED side-mirror spotlights
18B	Platform Running Boards
153	Front License Plate Bracket
16T	All-Weather Floor Mats w/o Carpet (Pre-Installed)
872	Rear View Camera & Prep Kit, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions
76C	Exterior Backup Alarm (Pre-Installed)
43K	Pro Power Onboard - 2kW, -inc: dual alternators 12V 250 Amp + 24V 150 Amp, Placement and connection of the aux outlet is the responsibility of the final stage manufacturer
OPTION PACKAGE	
Code	Description
663A	Order Code 663A, -inc: 410 Amp Dual Alternators, 250 Amp + 160 Amp

SUBTOTAL	\$72,830.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$2,595.00
TOTAL PRICE	\$75,425.00

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Variable Intermittent Wipers
Deep Tinted Glass
Aluminum Panels
Front Splash Guards
Chrome Grille
Autolamp Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cab Clearance Lights
Perimeter/Approach Lights
Front Fog Lamps
Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers and auxiliary audio input jack
Fixed Antenna
6 Speakers
SYNC 4 Communication & Entertainment System -inc: enhanced voice recognition, 911 Assist, 8" center display, AppLink and 1 smart-charging USB port
Wireless Phone Connectivity
2 LCD Monitors In The Front
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Power Rear Windows
Front Cupholder
Rear Cupholder
3 12V DC Power Outlets
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Full Cloth Headliner
Urethane Gear Shifter Material

Tire Specific Low Tire Pressure Warning
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
Safety Canopy System Curtain 1st And 2nd Row Airbags
Dual Stage Driver And Passenger Front Airbags
Rear Child Safety Locks

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular Meeting

From: Dan Singer, City Manager

Subject: RECOMMENDATIONS FROM THE CITY COUNCIL AD HOC
COMMITTEE ON IMMIGRATION FOR ALLOCATION OF SURPLUS
BUDGET FUNDS

Date: November 19, 2025

Agenda Item: 11.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Consider the recommendations of the Council's Ad Hoc Immigration Committee, as further articulated in this report, to make a monetary donation of up to \$50,000, as previously set-aside by the Council from surplus budget funds, and
2. Approve becoming an endorser of the Ventura County Community Foundation's Neighbors Support Fund, which supports immigrant families, and
3. In recognition of the community's growing needs, consider allocating an additional amount of surplus funds to be available for future immigrant support or inclusion efforts, as needs arise.

Presented by: Gloria Parra, ACC Fellow

BACKGROUND:

At the City Council meeting on September 3, 2025, the City Council established the City Council Ad Hoc Committee on Immigration – comprised of Councilmembers Jenny Crosswhite and Gabby Ornelas -- to evaluate how the City could best support Santa Paula's immigrant community and promote access to local, county, and regional resources.

At the November 6, 2025 meeting, Council directed the Committee to identify effective uses of the \$50,000 surplus budget to advance these goals.

The Committee conducted outreach with nonprofit organizations, regional agencies, and key stakeholders to understand existing service networks and to identify the City's most impactful local role. The Committee focused on recommendations that would:

- Strengthen collaboration with trusted service providers;
- Increase access to essential information and resources;
- Foster inclusion, belonging, and civic participation; and
- Leverage countywide coordination for greater efficiency and reach.

Making the Committee's recommendation even more challenging, the federal government shutdown that began on October 1, 2025 has delayed November CalFresh (SNAP) disbursements in California, leaving approximately 77,000 Ventura County residents without their expected monthly food benefits at the start of the month. County agencies and community partners are reporting elevated demand for food, rent/utility assistance, and wraparound supports. While limited federal stopgap funding has been identified, distribution may still be delayed due to required state system adjustments.

These conditions increase near-term basic-needs pressures on Santa Paula households—particularly immigrant and mixed-status families—underscoring the urgency to allocate the existing \$50,000 now, and if Council so chooses, to consider an additional monetary placeholder from current fiscal year surplus funds for emerging or ongoing needs.

ANALYSIS:

To date, the Ad Hoc Committee has met with the following organizations serving our community through advocacy and support:

Meeting Immediate Needs

Ventura County Community Foundation (VCCF)

Through the Ventura County Neighbors Support Fund, VCCF coordinates a countywide network of trusted community partners to provide urgent assistance to immigrant and mixed-status families. A special advisory committee of respected local leaders oversees a transparent distribution process focused on food, shelter, and basic necessities, while helping to stabilize the broader safety net.

Several jurisdictions and regional partners have recently acted in support of this coordinated model. Both the City of Camarillo and the City of Fillmore supported endorsing the Fund; Camarillo, however, directed a \$70,000 donation to Food Share. The City of Thousand Oaks unanimously approved a \$100,000 contribution to the Fund, and the City of Ventura unanimously approved \$175,000 as well. These actions were taken in August–September 2025.

Since its recent launch, the Neighbors Support Fund has raised over \$500,000; as of November 4, 2025 approximately \$5,000 remained unallocated. Funds are distributed through three completed waves using a straightforward application. Eligibility is limited to 501(c)(3) nonprofits and educational organizations in good standing with the California Attorney General. The Fund prioritizes direct aid (e.g., rent/utility assistance, food, wraparound support).

Awards have included regional organizations that directly serve Santa Paula residents—such as LUCHA INC, Spirit of Santa Paula, Foodshare and 805 UndocuFund—with grants typically ranging from \$7,500 to \$50,000.

A City contribution to VCCF would (1) leverage a tested, transparent grant making infrastructure with application review, eligibility vetting, and disbursement capacity; (2) extend Santa Paula's reach via a coordinated regional network while channeling dollars to local providers; and (3) ensure 100% of donated funds are passed through to vetted nonprofit partners delivering services because VCCF is not charging any administrative fee. In addition,

VCCF has the experience and resources to properly evaluate and vet the organizations seeking funding support.

Poder Popular

The work that Poder Popular does is spread across a diverse range of activities and they have become a hub for services and information. Under humanitarian assistance, the organization provides food assistance to at least 200 families per week (this past week that number jumped to 400); weekly diaper and formula assistance, housing assistance such as rental assistance in times of financial stress, and utility assistance. They provide multiple activities and clinics to address mental and physical health such as funding sports leagues, art clinics, skills training (lately training 60 women on how to cut hair (including giving each participant hair cutting equipment), holistic counseling for mental health, and working with groups of women around domestic violence and also a men's discussion group. Poder Popular also provides some schooling and tutoring, leadership training, and much more.

805UndocuFund

The 805UndocuFund Emergency Assistance Fund (EAF) offers direct financial relief to undocumented and mixed-status families residing in San Luis Obispo, Santa Barbara, and Ventura counties impacted by immigration enforcement—including those currently in deportation proceedings or whose loved ones have already been deported. By addressing urgent financial needs, the EAF ensures families can stay together, access vital services, and navigate unimaginable hardship with the support they deserve. Assistance may be used for critical needs such as:

- Rent or mortgage payments to prevent eviction or housing instability,
- Utility bills to maintain access to basic services,
- Transportation related to legal proceedings, family reunification, or emergency relocation,
- Other urgent expenses directly connected to the family's safety and well-being, including legal fees

Legal Aid

Legal assistance and support has also become a growing issue for immigrant families. The Ad Hoc Committee learned of the two entities serving our area that are focused on the longer-term issue of civil rights, deportation rights, and access to legal advice. The following two entities are doing such work:

Immigrant Legal Defense Center

The Immigrant Defense Center is a 501 (c) (3) nonprofit agency promoting equal access to justice and due process by providing pro bono legal services to indigent immigrants in deportation proceedings and educating immigrants on their basic civil rights. They focus helping youth under 21 years old get their papers arranged so they do not fall into deportation hearings in the first place. Their website is: <https://www.sbimmigrantdefense.org/what-we-do>

MARIPOSA

MARIPOSA equips the youth of the Central Coast to become leaders and advocates in immigration work. They are developing the next generation of legal experts to be grassroots community advocates, ensuring the protection and support of our local families, and are training grassroots organizers on the complex legal systems neighbors must navigate. They train young individuals to become non-attorney Accredited Representatives, providing an accessible pathway for those who cannot afford law school right away to become legal advocates. As indicated on their website: <https://www.mariposaadvocacy.org/what-we-do> "By nurturing the talents and passions of our youth, we are creating a region where families are safeguarded, connected, and thriving. Together, we envision a future where our trained youth continue to serve, within our organization and beyond, sustaining the strength and unity of our community and achieving humane comprehensive immigration reform."

Committee Recommendations

The Committee focused on both short-term, immediate needs, such as food, rent and utility assistance, and counseling support, as well as longer-term legal assistance. Through their meetings they have formed the following suggestions:

1. Provide \$30,000 to address immediate needs, split evenly between VCCF, Poder Popular, and the 805 UndocuFund. Reserve the remaining \$20,000 to be used toward legal aid, which the Committee will continue to research.
2. Alternatively, all or a portion of the funds could be distributed based on a more formal Notice of Funding Availability (NOFA) process, which would involve local criteria and a competitive selection process for awardees.

STRATEGIC PLAN:

While these recommendations are not objectives specifically found in the City's Strategic Plan, they do work to achieve the goal of having a healthy, connected and thriving community, under the goal to: Create a thriving and inclusive Santa Paula by delivering sustainable programs, promoting health and safety, and fostering meaningful connections among residents, businesses, and regional partners.

FISCAL IMPACTS:

The proposed action authorizes use of the previously allocated \$50,000 surplus budget to support immigrant and mixed-status families. At Council's discretion, the \$50,000 may be donated in full to a single organization or split between multiple organizations, in Council-determined amounts. If approved, staff will process the contribution(s) consistent with City fiscal policies and applicable grant/contract requirements.

Council may also consider including an additional \$50,000 placeholder in the current fiscal year budget for emerging or ongoing community needs, providing flexibility to respond to changing conditions without future reallocations.

No additional General Fund impact is anticipated beyond the designated allocation(s). Any administrative workload associated with processing and monitoring the contribution(s) will be managed within existing staff resources.

OPTIONS:

The Council has earmarked \$50,000 from surplus year-end fund balance for immigration-related support services. Council could also consider additional funding support but is under no obligation to allocate these funds at this time. Any allocation - now or into the future - is at the discretion of a majority of the Council, as is the amount of funding that may be dedicated to each cause.

ATTACHMENTS:

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular Meeting

From: Monica Castillo, City Attorney

Subject: 247 GRANT LINE PURCHASE AND SALE AGREEMENT FOR SANTA PAULA CREEK BRIDGE

Date: November 19, 2025

Agenda Item: 11.B

RECOMMENDATION:

Adopt Resolution No. 7594 to:

1. Authorize the City Manager to execute the proposed Purchase and Sale Agreement to acquire the real property known as 247 Grant Line, Santa Paula, CA, and all documents necessary to carry out the Agreement; and
2. Authorize acceptance of the property pursuant to Government Code Section 27281.

Presented by: Monica Castillo, City Attorney

BACKGROUND:

Limoneira Lewis Community Builders, LLC ("LLCB") is the master developer of the planned community known as Harvest at Limoneira ("Harvest"). Harvest's development is governed by the Third Amendment to the First Amended and Restated Development Agreement ("Development Agreement"). The Development Agreement requires LLCB to construct the future Santa Paula Creek Bridge and dedicate the bridge to the City. The Santa Paula Creek Bridge will serve as the eastern gateway from downtown Santa Paula to the Santa Paula Creek Sports Park and surrounding area.

The eastern bridge approach requires widening Santa Paula Street and building bridge features that encroach on private property located at 247 Grant Line Street ("Property"). Significantly, the Property is also needed to provide vehicle access to the Ventura County Watershed Protection District ("District"), which was a requirement of the bridge permits.

Notably, the vehicular access and turn-around area required by the District is smaller than the square footage of the 247 Grant Line Property. Acquisition of the entire parcel will therefore afford the City additional property which may serve a number of community purposes, including acting as a future access area to the bicycle and pedestrian trails, providing maintenance equipment or staging areas for Public Works or Parks and Recreation, or becoming a pocket-park, community garden or sitting area for the surrounding neighborhood.

Under Section 7.2.1 of the Development Agreement, LLCB has requested the City to exercise its powers of eminent domain to purchase the Property using friendly condemnation. Friendly condemnation is a cooperative alternative to involuntary eminent domain proceedings where the City negotiates the purchase of private property for a public use and in return the sale is eligible for favorable tax treatment benefiting the seller.

Tonight, staff is recommending that City Council adopt Resolution XXXX (Attachment A) to approve a proposed Purchase and Sale Agreement ("Agreement") with Property owner Robert William Company, LLC ("Seller").

ANALYSIS:

The Agreement contains the following material terms:

1. Effective Date: November 21, 2025
2. Purchase Price: \$850,000. Funds for the purchase price will be provided by LLCB as part of bridge completion costs.
3. Initial Deposit: \$42,500
4. Due Diligence Period: 30 days from the Effective Date
5. Closing Date: 30 days from the end of the Due Diligence Period
6. City may extend the Closing Date up to 30 days with the deposit of a \$57,500 Extension Deposit.
7. City will have 30 days from the Effective Date to complete inspections, testing, and other due diligence on the Property.
8. After the 30 day due diligence period ends and City approves the title report, the City may terminate the Agreement but must pay the Initial Deposit to Seller.
9. If City elects to extend the Closing Date and later terminates the Agreement, the Initial Deposit and Extension Deposit (\$100,000 total) will be paid to Seller unless Seller defaults.
10. Seller must remove any existing tenant prior to the Closing Date. Seller may extend the time to remove the tenant up to 30 days.
11. Seller must indemnify the City for claims arising from the tenancy pre-Closing and termination of the tenancy.

STRATEGIC PLAN:

Though this item does not promote a specific objective in the City's 2-Year Strategic Plan, it furthers the following general goal: "Create an environment within the City in which our residents feel safe and which promotes the City as a location of choice for living, working, visiting and recreating."

FISCAL IMPACTS:

There are no fiscal impacts. As part of its contractual obligations with the City, Limoneira Lewis Community Builders, LLC will reimburse the City for the purchase price and costs of the transaction.

OPTIONS:

In addition to the recommended action, the City Council may:

1. Direct staff to modify or add material terms and continue negotiating the Agreement.
2. Provide other direction as desirable.

ATTACHMENTS:

[Attachment A - Reso authorizing 247 Grant Line PSA w Ex A.pdf](#)

[Attachment B - Property Location](#)

ATTACHMENT A:

Resolution No. 7594

247 Grant Line

Purchase and Sale Agreement

RESOLUTION NO. 7594

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA AUTHORIZING EXECUTION OF A PURCHASE AND SALE AGREEMENT FOR AND ACCEPTANCE OF REAL PROPERTY LOCATED AT 247 GRANT LINE STREET

The City Council of the City of Santa Paula does resolve as follows:

SECTION 1:

- A. The Third Amendment to the First Amended and Restated Development Agreement ("Development Agreement"), dated March 23, 2024, requires Limoneira Lewis Community Builders, LLC ("LLCB") to construct the Santa Paula Creek Bridge and dedicate the bridge to the City.
- B. The Santa Paula Creek Bridge will serve as the eastern gateway from downtown Santa Paula to the Santa Paula Creek Sports Park and surrounding area.
- C. The eastern bridge approach requires widening Santa Paula Street and building bridge features that encroach on private property located at 247 Grant Line Street ("Property").
- D. Additionally, the Property is needed to provide vehicle access to the Ventura County Watershed Protection District ("District"), which was a requirement of the bridge permits.
- E. Under Section 7.2.1 of the Development Agreement, LLCB has requested the City to exercise its powers of eminent domain to purchase the Property using friendly condemnation.
- F. The Property is larger than needed for District vehicular access and turnaround area, affording the City the opportunity to use the rest of the parcel for such community purposes as future access to bicycle and pedestrian trails, maintenance equipment or staging areas for Public Works or Parks and Recreation, a pocket-park, a community garden, or a sitting area.
- G. In light of the benefits to the community and in accordance with the Development Agreement terms, the City Council desires to approve a Purchase and Sale Agreement with owner Robert William Company, LLC to acquire the Property.

SECTION 2: *Authorization.* Pursuant to Government Code Section 27281, the City Manager is authorized to accept the Property and to execute the Purchase and Sale Agreement attached as Exhibit A, as well as take all steps necessary to carry out the agreement.

SECTION 3: *Environmental Assessment.* Purchase of the Property is not a “project” for purposes of the California Environmental Quality Act (CEQA), as the purchase of land without a commitment to a change in use will not directly or indirectly result in physical changes to the environment.

SECTION 4: *Certification.* The City Clerk shall attest and certify to the passage and adoption of this Resolution and it should become effective immediately upon its approval.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Santa Paula this 19th day of November, 2025.

Pedro Chavez, Mayor

Attest:

Julie Latshaw, City Clerk

Approved as to form:

Monica Castillo, City Attorney

Approved as to content:

Dan Singer, City Manager

STATE OF CALIFORNIA COUNTY OF VENTURA CITY OF SANTA PAULA

I, _____, Julie Latshaw, CITY CLERK of the City of Santa Paula do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Santa Paula held on the 19th day of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Santa Paula, California this ____ day of November 2025.

Julie Latshaw, City Clerk

EXHIBIT A
Purchase and Sale Agreement

[Attached behind]

PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

This PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (this “**Agreement**”) is made and effective as of November 21, 2025 (the “**Effective Date**”), by and between ROBERT WILLIAM COMPANY, LLC, a California limited liability company (“**Seller**”) and CITY OF SANTA PAULA, a California municipal corporation (“**Buyer**”) and constitutes (i) a contract of purchase and sale between Buyer and Seller, and (ii) escrow instructions to Escrow Agent (as such term is defined below). Buyer and Seller may individually be referred to in this Agreement as a “**Party**” and collectively as the “**Parties**.”

BASIC TERMS

The following Basic Terms are hereby incorporated into this Agreement and are applied under and governed by the Sections in this Agreement addressing the matters below:

1. Property:	The real property and improvements known as 247 Grant Line Street, Santa Paula, CA, as more fully described in <u>Section 1.2</u> of this Agreement.
2. Purchase Price:	\$850,000.
3. Due Diligence Period:	The period commencing on the Effective Date and ending on 30 days later.
4. Scheduled Closing Date:	The Closing shall occur on the date that is 30 days after the end of the Due Diligence Period.
5. Initial Deposit:	\$42,500
6. Extension Deposit:	\$57,500
7. Escrow Agent:	Lawyer’s Title – Attention: Shirley Franks
8. Title Company:	Lawyer’s Title – Attention: Noel Palacio
9. Broker:	None
10. Addresses for Notice: a. To Seller:	Robert William Company LLC 917 Railroad Ave Santa Paula, CA 93060 Attn: Bill Lindsay Telephone: (805) 625-1144 Email: wmgllindsay@gmail.com

b. To Buyer:	City of Santa Paula 970 Ventura Street Santa Paula, CA 93060 Attn.: James Mason, Community & Economic Development Director Telephone: 805-933-4214, Ext. 251 Email: jmason@spcity.org
c. To Escrow Agent:	Lawyers Title Company 2751 Park View Court, Suite 241 Oxnard, CA 93036 Attention: Shirley Franks and Noel Palacio Telephone: (805) 484-2701, ext. 7375; (805) 484-2701 Email: SFranks@ltic.com and NPalacio@ltic.com

ARTICLE 1 AGREEMENT OF PURCHASE AND SALE

1.1 Agreement for Purchase and Sale. In consideration of Buyer's payment of the Purchase Price to Seller, Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller on the terms and conditions set forth in this Agreement.

1.2 Friendly Condemnation; Cooperation with Exchange. The Property is being sold to Buyer under threat of eminent domain and its sale is intended to receive favorable tax treatment under Internal Revenue Code section 1033. Buyer agrees to reasonably cooperate with Seller if Seller intends to accomplish a tax-deferred exchange pursuant to Section 1031 or 1033 of the Internal Revenue Code of 1986. Seller shall indemnify and defend and hold Buyer harmless from any claims, loss, damages or liability arising out of Buyer's cooperation with any tax deferred exchange sought by Seller. Notwithstanding the foregoing, or anything contained herein to the contrary, the Parties acknowledge that the ultimate determination regarding the tax treatment of the transactions contemplated hereby shall be determined by the Internal Revenue Service, and any State taxing authority, in their respective sole and absolute discretion. Seller shall have no claim or recourse against Buyer with respect to the tax treatment of this transaction, including, without limitation, with respect to any disallowance of tax deferred treatment, whether pursuant to Internal Revenue Code Section 1033 or otherwise.

1.3 Property. The Property to be conveyed by Seller to Buyer by this Agreement consists of all of Seller's right, title and interest in and to the following:

1.3.1 Real Property. The real property described in Exhibit A attached hereto, together with all easements, gaps, strips, gores, rights, privileges and appurtenances on and under the real property relating thereto (the "**Land**"), all improvements currently located on the Land (the "**Improvements**"), and any property which is affixed to the Improvements so as to constitute fixtures under California law on the Closing Date (the "**Fixtures**"). The Fixtures, the Land and the Improvements are collectively referred to in this Agreement as the "**Real Property**".

1.3.2 Personal Property. All assets, rights, materials and/or claims used, owned or held in connection with the use, management, development or enjoyment of the Real Property (“**Personal Property**”) including (i) to the extent assignable without payment of any kind, entitlements, subdivision agreements and other agreements relating to the development of the Real Property, development rights, owner’s association rights, governmental permits, licenses, approvals, certificates of occupancy, and subdivision maps in effect on the Effective Date or issued, approved, or granted with the respect to the Real Property after the Effective Date; (ii) assignable warranties, guarantees, and bonds benefiting the Real Property; (iii) any plans, specifications, engineering studies, reports, drawings and prints related to the use, construction, modification, development, installation, or alteration of the Real Property; and (iv) all reimbursements, credits or refunds from the applicable agency or entity of any deposits, fees, or in-lieu improvement costs paid by Seller in connection with the Real Property except those retained by Seller. The Real Property and Personal Property are collectively referred to in this Agreement as the “**Property**”.

1.4 Escrow. The purchase of the Property will be completed through an escrow to be opened with Escrow Agent. Within three (3) Business Days after mutual execution of this Agreement, Buyer and Seller shall open escrow with Escrow Agent by delivering a fully executed copy of this Agreement to Escrow Agent. No later than one (1) Business Day after receipt of this Agreement, Escrow Agent shall execute the Consent of Escrow Agent and return a copy to each of Seller’s counsel and Buyer’s counsel at the email addresses specified in the Basic Terms. “**Opening of Escrow**” shall be deemed to have occurred on the date on which Escrow Agent signs the Consent of Escrow Agent. The terms of Exhibit B (the “**Escrow Provisions**”) together with such other applicable provisions of this Agreement shall serve as the escrow instructions to Escrow Agent. As used in this Agreement, “**Close of Escrow**” means recording the deed and delivering the net proceeds of the Purchase Price to Seller.

1.5 Payment of the Purchase Price. Buyer shall pay the Purchase Price to Seller in accordance with the provisions set forth below.

1.5.1 Initial Deposit. Within one (1) Business Day after the Opening of Escrow, Buyer shall deposit the Initial Deposit with Escrow Agent in immediately available federal funds by wire transfer as a good faith deposit under this Agreement. If Buyer fails to deliver the Initial Deposit to Escrow Agent in accordance with the terms of this Agreement, at Seller’s election, this Agreement shall thereafter be null and void *ab initio* and of no force or effect.

1.5.2 Extension Deposit. If Buyer exercises the Extension Option pursuant to Section 6.1, Buyer shall deposit the Extension Deposit with Escrow Agent in immediately available federal funds if and when required pursuant to Section 6.1 below. The Extension Deposit, when deposited with Escrow Agent, shall be immediately non-refundable to Buyer except as expressly provided in this Agreement. If the Closing occurs, the Extension Deposit shall be credited toward the Purchase Price at Closing. The Initial Deposit together with the Extension Deposit if and only if Buyer timely delivers the Extension Option under Section 6.1, as applicable in which event, from and after such deposit, all references to “Deposit” mean the Initial Deposit plus the Extension Deposit and any interest earned thereon (the “**Deposit**”). For the avoidance of doubt, unless and until Buyer has timely delivered the Extension Notice and the Extension Deposit, “Deposit” refers only to the Initial Deposit. If Buyer elects to extend the Scheduled Closing Date

pursuant to Section 6.1, Escrow Agent shall within one (1) business date after receipt of the Extension Notice, release the Initial Deposit to Seller. Seller shall be entitled to retain the Initial Deposit, and Buyer shall not be entitled to a return of the Initial Deposit under any circumstances other than Buyer's termination of this Agreement because of a Seller default pursuant to Section 10.3. For the avoidance of doubt, except in the case of a Seller default, any return of the Deposit to Buyer permitted in this Agreement shall be less the Initial Deposit from and after the date the Initial Deposit is released to Seller, provided that, the Initial Deposit shall be credited toward the Purchase Price at Closing.

1.5.3 Applicability of Deposit. The Deposit shall be deposited by Escrow Agent in an interest-bearing account with a federally insured state or national bank (the "**Account**") located in California and all interest accrued on the Deposit shall be held in the Account. If Escrow closes, Escrow Agent shall apply the Deposit (and accrued interest) to the Purchase Price. All references to the Deposit in this Agreement are inclusive of any accrued interest.

1.5.4 Disposition of Buyer's Deposit Upon Termination of this Agreement. If Buyer disapproves or is deemed to have disapproved of the Property during its Due Diligence Period pursuant to Section 2.4, Escrow Agent shall return the Deposit to Buyer without further notice or instruction from either Buyer or Seller. Upon Buyer's delivery of a Notice of Approval, the Deposit shall be nonrefundable to Buyer (except as set forth in this Agreement) and shall constitute liquidated damages to Seller pursuant to Section 10.3 if Escrow fails to close due to Buyer's default. Upon termination of this Agreement, each of Buyer and Seller shall be released from any further obligations under this Agreement other than those obligations that are expressly stated herein as surviving the termination of this Agreement (the "**Surviving Obligations**").

1.5.5 Balance of Purchase Price. On or before the Closing Date, Buyer shall deposit into Escrow in immediately available federal funds by wire transfer, an amount equal to the Purchase Price, less the Deposit, together with those items chargeable to Buyer under Sections 7.1 and 7.4 of this Agreement.

ARTICLE 2 DUE DILIGENCE PERIOD

2.1 Due Diligence Period.

2.1.1 Right of Entry. Beginning on the Effective Date and continuing thereafter until the Closing Date or earlier termination of this Agreement, Buyer and its agents, employees, representatives, contractors and consultants (collectively, "**Buyer's Representatives**") shall have the right to enter onto the Property to perform all inspections, investigations, examinations, tests, studies and assessments with respect to all matters pertaining to the Property and its condition, value and potential as Buyer may deem necessary or advisable (collectively, the "**Tests and Studies**"). The Tests and Studies shall be performed subject to the following terms and conditions:

(a) Buyer shall give Seller at least 1 business days' prior notice of the proposed purpose of, and entry and exit times for, any desired access to the Property;

(b) Seller's representatives may accompany Buyer's Representatives at all times while they are on the Property;

(c) The Tests and Studies shall be performed in good faith, in a good and workmanlike manner and at Buyer's sole cost, expense, liability and risk;

(d) Buyer's Representatives shall use commercially reasonable efforts not to interfere with the use or operation of the Property;

(e) Buyer's Representatives shall not perform any invasive or intrusive testing (including, but not limited to, Phase II environmental site assessments, drilling, boring and sampling) of, on or under the Property without Seller's prior written consent to the scope and timing of such testing, which Seller may condition or withhold in its reasonable discretion;

(f) While on the Property and while conducting the Tests and Studies, Buyer's Representatives shall fully comply with all applicable laws, statutes, ordinances, orders, and governmental rules and regulations, and legal requirements;

(g) Buyer shall not permit any lien or claim of lien to exist against the Property arising from the acts or omissions of Buyer or any Buyer's Representatives and, at its sole cost and expense, immediately shall discharge of record any liens that are so filed or recorded as a result of Buyer's activities; and

(h) Buyer's Representatives shall not threaten human health or safety or alter or damage the Property and, at Buyer's sole cost and expense, shall promptly repair and restore the Property to substantially the same condition existing immediately prior to entering upon the Property, ordinary wear and tear excluded, or at Seller's option after notice and reasonable cure period (no later than 30 days), shall reimburse Seller for any actual, out-of-pocket costs incurred by Seller to repair or restore the Property to substantially the same condition existing immediately prior to Buyer entering upon the Property, ordinary wear and tear excluded. Buyer shall not be responsible for (i) the mere discovery or disclosure of any pre-existing condition, (ii) any condition not caused by Buyer or its Representatives, or (iii) pre-existing contamination or structural defects.

2.1.2 Insurance. Buyer, at its sole cost and expense, shall obtain and maintain for so long as this Agreement is in effect, a policy of commercial general liability insurance providing coverage of at least One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate, for death, bodily injury and property damage (including, if applicable, coverage for explosion, collapse and underground property) arising out of the Tests and Studies or Buyer's and Buyer's Representatives access to and activities on the Property ("**Buyer's Insurance**"). Buyer's Insurance shall name Seller as an additional insured, on a primary and non-contributory basis. Buyer shall be solely responsible for any deductible related payments. Buyer shall not cancel the insurance delivered to Seller or make any changes to such insurance or to the insurance company providing such insurance without Seller's prior written consent. If Buyer's Insurance does not cover the activities of Buyer's Representatives on the Property, Buyer shall cause Buyer's Representatives to satisfy the insurance requirements set forth in this Section 2.1.2 and to provide evidence of such insurance to Seller. Buyer may satisfy any insurance requirements set forth in this Agreement through its self-insurance program or participation in a joint powers authority or risk pool, and such self-insurance shall be deemed to satisfy all insurance obligations of Buyer under this Agreement.

2.1.3 Indemnification. Buyer shall indemnify, hold harmless and, upon request, defend Seller from and against any and all third-party demands, claims, causes of action, suits, judgments, awards, damages, liabilities, liens, losses, costs and expenses (including but not limited to reasonable attorneys' fees and costs) (collectively "**Claims**") for bodily injury or physical damage to tangible property, suffered or incurred by, imposed on or asserted against Seller to the extent caused by or arising from the physical inspection of the Property by Buyer's Representatives; provided, however, that Buyer's indemnity hereunder shall not include any Claims resulting from: (1) the acts or omissions of Seller or its members, partners, managers, officers, directors, owners, employees or agents (the "**Seller Parties**"), (2) the mere discovery of any information or physical condition potentially having a negative impact on the Property, including, without limitation, any pre-existing condition of the Property (3) any condition not introduced or exacerbated by Buyer, or (4) consequential/special damages. The term "Seller Parties" as used in this Agreement does not include Seller. Buyer has no liability unless and until Seller's aggregate recoverable losses for indemnified Claims exceed \$25,000, and then only for a maximum recovery of \$100,000 in the aggregate. The terms of this Section 2.1.3 shall survive the termination of this Agreement for a period of twelve (12) months for Claims noticed within that period.

2.2 Title and Survey Matters.

2.2.1 Preliminary Report; Survey. Buyer has received a copy of a preliminary report with links to copies of recorded exceptions listed in the preliminary report with respect to the Real Property (the "**Preliminary Report**"). Buyer shall, within fifteen (15) Business Days after the Effective Date (the "**Initial Title Notice Date**"), deliver to Seller and Escrow Agent notice of its approval or disapproval of the items set forth in the Preliminary Report or matters reflected in any survey of the Property obtained by Buyer (a "**Title Notice**"). Buyer shall be deemed to have disapproved of the Preliminary Report and any survey of the Property if Buyer fails to deliver a Title Notice on or before the Initial Title Notice Date.

2.2.2 Supplemental Report. Upon any changes to the Preliminary Report, Escrow Agent will deliver to Buyer a supplemental Preliminary Report setting forth any new items not previously included in the Preliminary Report or deleting any items previously included, together with copies of any recorded exceptions listed therein (a "**Supplemental Report**"). Except for any Monetary Liens which Seller must remove in accordance with Section 2.2.4, Buyer shall be deemed to have approved of any Supplemental Report if Buyer fails to deliver a Title Notice within the earlier of (a) three (3) Business Days after receipt or (b) the Closing Date. Buyer's approval of any Supplemental Report shall not be unreasonably withheld. The parties agree that it shall be reasonable for Buyer to withhold its approval to any item that will have material adverse impact on the value of the Property or on Buyer's ability to access, use, operate and develop the Property for all uses deemed necessary by Buyer in its reasonable discretion (a "**Material Exception**"). If, after Buyer delivers its Notice of Approval, Seller intentionally causes or knowingly permits the recordation of any Material Exception that is disapproved by Buyer in a Title Notice, and Seller fails to remove any such Material Exception on or before the Closing, then Buyer shall have the remedies set forth in Section 10.3; for any other Material Exception that is disapproved by Buyer in a Title Notice which Seller fails to remove on or before the Closing, Buyer shall have the right, by providing written notice to Seller and to Escrow Agent within three

(3) Business Days after the scheduled Closing Date (and Escrow and the Closing Date shall be extended accordingly) to either (x) waive such disapproved items, or (y) terminate this Agreement.

2.2.3 Title Notices; Seller's Response. If Buyer delivers a Title Notice disapproving of any exceptions, Seller may elect to remove, cure, or cause the Title Company to affirmatively insure around, the disapproved items at or prior to the Close of Escrow by delivering written notice thereof to Buyer within five (5) Business Days after receipt of Buyer's Title Notice. If Seller does not deliver such notice to Buyer, Seller will be deemed to have elected not to cure the disapproved item. If Seller elects not to cure any disapproved items or is deemed to have elected not to cure any disapproved items, Buyer shall elect, within five (5) Business Days after receipt of Seller's notice of its election not to cure or within five (5) Business Days after Seller's deemed election not to cure, to either (i) waive its prior disapproval or (ii) terminate this Agreement. If Buyer does not make such an election, Buyer shall be deemed to have elected to waive its prior disapproval. If Seller elects to cure any disapproved items, but fails to cure such matter on or prior to the scheduled Closing Date, Buyer shall have the right, by providing written notice to Seller and to Escrow Agent within three (3) Business Days after the scheduled Closing Date (and Escrow and the Closing Date shall be extended accordingly) to either (x) waive such disapproved items, or (y) terminate this Agreement.

2.2.4 Monetary Liens. Notwithstanding anything to the contrary in this Section 2.2, Buyer hereby objects to all deeds of trust, mortgages or other liens or encumbrances which can be discharged by the payment of money (other than liens for ad valorem real estate taxes and assessments not yet due and payable as of the Closing Date) (collectively "**Monetary Liens**"), with Seller being fully responsible for any fees or penalties incurred in connection therewith. Seller shall, at Seller's sole cost (for which all or any portion of the Purchase Price shall be used upon Closing), and as a condition of Closing for the benefit of Buyer, pay off and cause the release of any Monetary Liens, including the payment of any penalties and charges, on or before the Closing. Seller's failure to remove any Monetary Liens in accordance with this Section 2.2.4 shall be a Seller Default and the terms of Section 10.3 shall apply.

2.2.5 Vested Title. At least one (1) Business Day prior to the Closing Date, Seller shall cause an Affidavit – Uninsured Deed, duly signed and notarized by Leon Preciado, III, ("**Preciado**") to be delivered to Title Company, in the form attached hereto as Exhibit E, together with all other documents requested by Title Company to validate the transfer of the Property made to Seller by the quitclaim deed executed by Preciado and Trustees and recorded January 23, 2024 as Document No. 202400004194 in Ventura County Records.

2.3 Property Documents. To the extent not previously provided to Buyer, Seller shall, within five (5) Business Days after the Effective Date, deliver or make available to Buyer (in an online data room, at the Property or at Seller's offices) copies of documents and information in Seller's possession relating to the Property, including, without limitation, copies of all plans for the existing residence and for all related surface and subsurface improvements on the Property and copies of all utility and municipality bills concerning the Property (collectively, the "**Property Documents**") other than Seller's internal financial analysis, materials relating to Seller's cost to acquire the Property, appraisals of the Property, documents relating to Seller's financing of the Property, and any documents and communications subject to the attorney/client privilege. It is understood by the Parties that neither Seller nor anyone acting for or on behalf of Seller has made

or is making any representation or warranty, express or implied, as to the accuracy of any information contained in the Property Documents. The Property Documents delivered by Seller (including any updates or new Property Documents delivered prior to the Close of Escrow) are being made available solely as an accommodation to Buyer and Seller makes no representation or warranty regarding the authenticity, source, accuracy, completeness or thoroughness of the Property Documents, except that Seller has not knowingly withheld any material Property Document in its possession or fraudulently altered the Property Documents. Seller shall have no liability to Buyer for any inaccuracy or omission in the Property Documents except as otherwise provided below. Buyer waives any Claims of any nature against Seller and the Seller Parties and any other person or entity, if any information, conclusion, projection, or other statement of any nature contained in any of those materials should prove not to be true, complete or accurate for any reason or in any manner except for any Claims against any of the Seller Parties for fraud or intentional misrepresentation.

2.4 Notice of Approval. Prior to the expiration of the Due Diligence Period, if Buyer has approved of its investigations, studies and analyses of the Property, Buyer shall deliver to Escrow Agent and Seller written approval of its investigations regarding the Property (the “**Notice of Approval**”), which shall constitute Buyer’s acknowledgment and agreement that Buyer has conducted all investigations regarding the Property and has approved of its investigations, the Property Documents, and all other matters relating to the Property, and has elected to purchase the Property, subject to the terms of this Agreement. The failure of Buyer to timely deliver a Notice of Approval, or notice of disapproval prior to the expiration of the Due Diligence Period will be deemed to be Buyer’s disapproval of its investigations during the Due Diligence Period, and in such case this Agreement shall terminate and each of Buyer and Seller shall be released from its obligations under this Agreement except the Surviving Obligations, and the Deposit shall be promptly returned to Buyer by Escrow.

2.5 Title to Property. Buyer agrees that it will take title to the Property subject to the following (collectively “**Permitted Exceptions**”): (a) all county and city taxes, assessments, special taxes and bonds which are a lien not yet delinquent, (b) title exceptions caused by the acts or omissions of Buyer, (c) the items set forth in the Preliminary Report and any Supplemental Reports which are approved or deemed approved by Buyer pursuant to the terms of Section 2, (d) zoning ordinances and regulations and any other laws, ordinances or governmental regulations relating to the use, occupancy or enjoyment of the Property, and (e) all matters apparent or that would be disclosed by an inspection of all or any portion of the Property.

ARTICLE 3 CONDITIONS PRECEDENT TO THE CLOSE OF ESCROW

3.1 Seller’s Conditions Precedent. The following shall constitute conditions precedent to the Close of Escrow for the benefit of Seller, which conditions must either be satisfied as a condition to Seller’s obligation to sell the Property to Buyer or waived by a written waiver executed by Seller and delivered to Buyer and Escrow Agent prior to the Closing Date.

3.1.1 Representations and Warranties. Buyer’s representations and warranties contained in this Agreement shall be true and correct in all material respects as of the date made and as of the Close of Escrow.

3.1.2 Covenants. Buyer shall have performed and satisfied all agreements and covenants required hereby to be performed by Buyer prior to the Close of Escrow.

3.1.3 Deliverables. Buyer shall have delivered to Escrow the deliverables set forth in Section 6.2.1.

If any of the foregoing conditions precedent have not been satisfied or performed on or prior to the Closing Date, Seller shall have the right, at Seller's option, to (a) waive in writing any conditions that have not been satisfied and proceed with Closing without an adjustment to the Purchase Price, (b) extend the Closing Date an additional thirty (30) days to enable the Parties additional time to satisfy the closing conditions, or (c) terminate the Escrow and this Agreement by giving a written notice of termination to Buyer and Escrow Agent, and thereafter this Agreement shall be terminated and of no further force or effect except for the Surviving Obligations. Upon the Close of Escrow, the foregoing conditions precedent in favor of Seller shall be deemed satisfied or waived. Notwithstanding the foregoing, Seller shall have the remedy set forth in Section 10.2 if the failure of any of the conditions in this Section 3.1 is a breach of this Agreement by Buyer under Section 10.1.

3.2 Buyer's Conditions Precedent. The following shall constitute conditions precedent to the Close of Escrow for the benefit of Buyer, which conditions must either be satisfied as a condition to Buyer's obligation to purchase the Property from Seller or waived by a written waiver executed by Buyer and delivered to Seller and Escrow Agent prior to the Closing Date.

3.2.1 Buyer Title Policy. The Title Company shall be irrevocably committed to issue at Closing a CLTA standard owner's policy of title insurance (the "**Buyer Title Policy**") in an amount equal to the Purchase Price, showing Buyer taking title to the Property (including such coinsurance, reinsurance and endorsements as Buyer shall require) subject only to the Permitted Exceptions. If Buyer requests an ALTA extended owner's policy of title insurance, Buyer will be solely responsible to provide an ALTA survey if required by the Title Company. In no event will obtaining a survey or such extended policy be a condition to Closing or extend or delay the Closing. After the expiration of the Due Diligence Period, Buyer shall not have the right to terminate this Agreement as a result of any items appearing in any ALTA survey or inspection of the Property or any new item appearing in a Supplemental Report as a result of the ALTA survey or inspection, unless caused by Seller or any Seller Party.

3.2.2 Representations and Warranties. All the representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects as of the Effective Date and the Close of Escrow.

3.2.3 Covenants. Seller shall have performed and satisfied in all material respects all agreements and covenants required hereby to be performed by Seller prior to the Close of Escrow.

3.2.4 Deliverables. Seller shall have delivered to Escrow the deliverables set forth in Section 6.2.2.

3.2.5 Due Diligence. Buyer having approved of the results of its Tests and Studies pursuant to Section 2.4 (which condition shall be deemed satisfied upon Buyer's delivery of a Notice of Approval).

3.2.6 Removal of Existing Tenant. As of the Effective Date, the Property is occupied by a tenant ("**Existing Tenant**") pursuant to an oral lease. As a condition to Closing, Seller, at its sole cost, shall deliver the Property vacant, broom-clean, and free of Existing Tenant and any occupants, with exclusive possession to Buyer. Seller shall not enter into, extend, renew, or amend any lease/license without Buyer's prior written consent. Seller shall indemnify, defend, and hold harmless Buyer from any occupant claims arising out of pre-Closing occupancy or its termination. If this condition is not satisfied by the Closing, Buyer may extend Closing up to 30 days to cure.

If any of the foregoing conditions precedent have not been satisfied or performed on or prior to the Closing Date, Buyer shall have the right, at Buyer's option, to (a) waive in writing any conditions that have not been satisfied and proceed with Closing without an adjustment to the Purchase Price, (b) extend the Closing Date an additional thirty (30) days to enable the Parties additional time to satisfy the closing conditions, or (c) terminate the Escrow and this Agreement by giving a written notice of termination to Seller and Escrow Agent, whereupon the Deposit shall be returned to Buyer (if applicable), and thereafter this Agreement shall be terminated and of no further force or effect except for the Surviving Obligations. Upon the Close of Escrow, the foregoing conditions precedent in favor of Buyer shall be deemed satisfied or waived. Notwithstanding the foregoing, Buyer shall have the remedies set forth in Section 10.3 if the failure of any of the conditions in this Section 3.2 is a breach of this Agreement by Seller under Section 10.3.

ARTICLE 4 COVENANTS AND AGREEMENTS

4.1 Delivery of Property Documents. If Escrow fails to close for any reason, Buyer shall deliver all originals of the Property Documents to Seller within three (3) days after the scheduled Closing and destroy all copies of the Property Documents in Buyer's possession. This Section 4.1 shall survive termination of this Agreement.

4.2 Natural Hazards Disclosures. As used herein, the term "Natural Hazard Area" shall mean those areas identified as natural hazards in the Natural Hazard Disclosure Act, California Government Code Sections 8589.3, 8589.4, and 51183.5, and California Public Resources Code Sections 2621.9, 2694, and 4136, and any successor statutes or laws (the "**Act**"). Buyer and Seller acknowledge that Seller is required to disclose if any portion of the Real Property lies within the following Natural Hazard Areas: (i) a special flood hazard area designed by the Federal Emergency Management Agency (California Civil Code Section 1102.17); (ii) an area of potential flooding (California Government Code Section 8589.4); (iii) a very high fire hazard severity zone (California Governmental Code Section 51183.5); (iv) a wild land area that may contain substantial forest fire risks and hazards (Public Resources Code Section 4136); (v) an earthquake fault or special studies zone (Public Resources Code Section 2621 et seq.) or (vi) a seismic hazard zone (Public Resources Code Section 2694). Before the expiration of the Due Diligence Period, Seller shall provide Buyer with a Natural Hazard Disclosure Statement (the

“Disclosure Statement”). Buyer acknowledges that Seller has retained the services of the Title Company or its affiliate to examine the maps and other information made available to the public by government agencies for the purpose of enabling Seller to fulfill its disclosure obligations with respect to the Act and to prepare a written report of the result of its examination (the **“Report”**), which Report will be delivered to Buyer along with the Disclosure Statement. Buyer acknowledges that the Report will fully and completely discharge Seller from its disclosure obligations under the Act, and, for the purpose of this Agreement, the provisions of Civil Code Section 1103.4 regarding the non-liability of Seller for errors or omissions not within its personal knowledge shall be deemed to apply. Buyer acknowledges and agrees that the matters set forth in the Disclosure Statement or Report may change on or prior to the Close of Escrow and that unless Seller receives information concerning a change to the matters set forth in the Disclosure Statement, Seller has no obligation to update, modify, or supplement the Disclosure Statement or Report.

4.3 Operations. Seller shall continue to operate the Property in materially the same manner as it has prior to the Effective Date. After the Effective Date, Seller shall not enter into any binding agreements or contracts that would survive the Close of Escrow without Buyer’s prior written consent, which consent may be given or withheld in Buyer’s sole and absolute discretion.

ARTICLE 5

AS-IS PURCHASE AND REPRESENTATIONS AND WARRANTIES

5.1 Survival of Disclaimers and Indemnity. The provisions of this Article 5 shall survive Close of Escrow or any termination of this Agreement and shall not be merged with the deed or any other closing documents.

5.2 Buyer’s Independent Investigations Regarding Property. Buyer, by its execution of this Agreement, acknowledges that it has made or will make its own independent investigations as deemed necessary or appropriate concerning the ownership, use, condition, development or suitability of the Property, including, without limitation, any desired investigation or analysis of present or future laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, density, location or suitability of the Property, the condition of the Property and the Improvements, the status of the land use approvals for the Property, any income to be derived from the Property, the presence or absence of hazardous materials on, within and adjacent to the Property, the location of the Property within any Natural Hazard Areas, the economic value of the Property, the adequacy of access to the Property, water, sewage and utilities servicing the Property, the presence or adequacy of infrastructure near or concerning the Land, any surface soil, subsoil, geologic or groundwater conditions or other physical conditions affecting the Property and the status of any existing, pending or future entitlements and/or the necessity or existence of any fees, dedications, charges or costs or future regulations relating to the Property or whether any approvals or permits may be required or granted, compliance of the Property or its operation with any law, ordinance, rule, regulation or any other matter relating to the Property (collectively with the matters described in Section 5.4 below, the **“Property Conditions”**). Notwithstanding the foregoing, this acknowledgment does not waive, limit, or qualify any representation, warranty, covenant, or disclosure obligation of Seller, nor any remedy of Buyer (including for fraud or willful misconduct) provided hereunder.

5.3 Hazardous Materials. Certain California and federal laws, including the Comprehensive Environmental Response Compensation & Liability Act of 1980 (“**CERCLA**”), 42 U.S.C. Section 9601 et seq., and California Health & Safety Code Section 25359.7, require sellers of certain real estate to disclose the existence of hazardous materials located on or beneath the property being transferred. To satisfy such obligations under any applicable laws, ordinances, rules and regulations, Seller, on behalf of itself and the Seller Parties will provide to Buyer the Disclosure Statement. Subject to Seller’s representations and warranties in this Agreement, Buyer acknowledges and agrees (i) that Seller has not made any representations or warranties regarding the Property Documents or the Disclosure Statement except as disclosed in Section 2.3, and (ii) that Seller shall have no liability for any of the soil, environmental or structural conditions or any other conditions or matters described in any Property Documents or the Disclosure Statement, or otherwise. Seller agrees that Buyer shall have the right to retain its own consultants and experts to conduct its own inspections and examinations of the Property and all matters relating to the Property pursuant Article 2. By its execution of this Agreement, subject to Seller’s representations and warranties in this Agreement, Buyer (1) acknowledges that its receipt of the Disclosure Statement will satisfy Seller’s obligations under Section 25359.7 of the California Health and Safety Code and that it is aware of the benefits conferred to Buyer by Section 1542 of the California Civil Code and the risks it assumes by any waiver of its benefits thereunder and (2) is fully aware of or prior to the expiration of the Due Diligence Period will be fully aware of the matters described in the Property Documents. “**Hazardous Materials**” means any material, substance, waste, or pollutant that is at any time defined or listed under any applicable Environmental Laws as a “hazardous waste,” “hazardous material”, “hazardous substance,” “toxic pollutant,” “hazardous air pollutant,” “toxic pollutant,” or “infectious waste” or any other formulation intended to define, list, or classify materials by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, radioactivity, infectiousness, or reproductive toxicity, including, without limitation, asbestos, polychlorinated biphenyls, petroleum, and petroleum products, by-products, and derivatives. “**Environmental Laws**” means any and all federal, state, or local laws, ordinances, codes, statutes, regulations, administrative rules, policies, orders, interpretations, all requirements of any licenses or permits, and any other authority, existing now or in the future, which relate to the protection of human health, public health and safety, natural resources, or the environment, or which classify, regulate, list or define Hazardous Materials, including, without limitation, CERCLA, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, Section 25117 of the California Health and Safety Code, and Section 25316 of the California Health and Safety Code. The provisions of this paragraph shall survive the Close of Escrow and shall not be merged with the deed.

5.4 AS IS CONDITION. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR SELLER’S EXPRESS REPRESENTATIONS, WARRANTIES AND COVENANTS SET FORTH IN THIS AGREEMENT OR AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY.

5.5 Intentionally Omitted.

5.6 LIMITATION OF LIABILITY. BUYER ACKNOWLEDGES AND AGREES THAT NEITHER BUYER NOR ITS SUCCESSORS OR ASSIGNS SHALL HAVE ANY RECOURSE AGAINST SELLER OR ANY OF THE SELLER PARTIES OR ANY PERSON, FIRM, AGENT OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER AND/OR ANY OF THE SELLER PARTIES WITH RESPECT TO THE MATTERS WAIVED AND RELEASED UNDER THIS SECTION.

SELLER HAS GIVEN BUYER CONCESSIONS REGARDING THIS TRANSACTION IN EXCHANGE FOR BUYER AGREEING TO THE PROVISIONS OF THIS SECTION. THE TERMS AND PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR THE TERMINATION OF THIS AGREEMENT FOR ANY REASON. SELLER AND BUYER HAVE EACH INITIALED THIS SECTION TO FURTHER INDICATE THEIR AWARENESS AND ACCEPTANCE OF EACH AND EVERY PROVISION HEREOF.

SELLER'S INITIALS

BUYER'S INITIALS

5.7 Intentionally Omitted.

5.8 Representations and Warranties of Buyer. In consideration of Seller entering into this Agreement, Buyer makes the following representations and warranties to Seller which shall be true and correct from and after the Effective Date and at the Closing and shall survive the Closing for a term of twelve (12) months:

5.8.1 Organization. Buyer is a California municipal corporation, duly organized and validly existing under the laws of the State of California.

5.8.2 Authority. Buyer has full power and authority to execute, deliver and perform its obligations under this Agreement. The entry by Buyer into the transaction contemplated by this Agreement and the performance by Buyer of all of its obligations in connection herewith have been duly and validly authorized by all necessary action(s), are in accordance with applicable laws and are not in violation of Buyer's charter documents. The individual(s) executing this Agreement on behalf of Buyer have the power and authority to bind Buyer to the terms and conditions of this Agreement.

5.8.3 Execution and Delivery. This Agreement and all additional documents delivered in connection with this Agreement have been duly and validly executed and delivered by Buyer by all necessary action and proceedings, and constitute the legal, valid and binding obligations of Buyer.

5.8.4 No Conflict. There are no agreements to which Buyer is a party or is bound, or proceedings pending or, to Buyer's actual knowledge, threatened in writing against Buyer that would materially and adversely affect the ability of Buyer to carry out the transaction contemplated by this Agreement.

5.8.5 Non-Foreign Person. Buyer is not a “foreign person” as defined in Section 1445 of the Code.

5.8.6 OFAC. Buyer is not a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury (“**OFAC**”) (including but not limited to those listed on OFAC’s specially designated and blocked persons list) or under any statute, executive order (including but not limited to the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or other governmental action (a “**Restricted Entity**”), and Buyer is not engaged in any dealings or transactions or otherwise associated with such persons or entities.

5.8.7 Further Consent. Except for City Council consent authorizing execution of this Agreement, no additional consent, approval, order or authorization of, or registration, declaration or filing with, any applicable governmental entity or any other person is required by or with respect to Buyer in connection with the execution and delivery of this Agreement or the other documents to be delivered by Buyer under this Agreement or the consummation of the transaction contemplated by this Agreement.

5.9 Representations and Warranties of Seller. In consideration of Buyer entering into this Agreement, Seller makes the following representations and warranties to Buyer which shall be true and correct from and after the Effective Date and at the Closing:

5.9.1 Organization. Seller is a limited liability company, duly organized and validly existing under the laws of the State of California.

5.9.2 Authority. Seller has full power and authority to execute, deliver and perform its obligations under this Agreement. The entry by Seller into the transaction contemplated by this Agreement and the performance by Seller of all of its obligations in connection herewith have been duly and validly authorized by all necessary action(s), are in accordance with applicable laws and are not in violation of Seller’s organizational documents. The individual(s) executing this Agreement on behalf of Seller have the power and authority to bind Seller to the terms and conditions of this Agreement.

5.9.3 Execution and Delivery. This Agreement and all additional documents delivered in connection with this Agreement have been duly and validly executed and delivered by Seller and constitute the legal, valid and binding obligations of Seller.

5.9.4 No Insolvency. No petition has been filed by or against Seller under the Code or any similar state or federal bankruptcy or insolvency laws, and neither Seller nor any entity or person that controls Seller, is bankrupt or insolvent under any applicable federal or state standard, has filed for protection or relief under any applicable bankruptcy or creditor protection statute or, to Seller’s actual knowledge, has been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute.

5.9.5 Non-Foreign Person. Seller is not a “foreign person” as defined in Section 1445 of the Code.

5.9.6 No Leases/Contracts. There are no leases, licenses, or other contracts executed by Seller, or to Seller's knowledge binding on Seller, which concern the Property, or that provide any third party with the right to possess, occupy, service, maintain, improve or otherwise use the Property which will survive the Closing and be binding on Buyer or the Property after the Closing.

5.9.7 Violation of Laws. Seller has not received any written notice that the Property is in violation of any laws applicable to the Property.

5.9.8 No Adverse Claims. There are no actions, suits, proceedings, judgments, orders, or governmental investigations, nor has Seller received any notice that either Seller or the Property are the subject of any pending or threatened in writing actions, suits, arbitrations, claims or proceedings, at law or in equity.

5.9.9 No Conflicting Agreements. There are no agreements to which Seller is a party which are in conflict with this Agreement or that would prevent Seller from consummating the transaction contemplated by this Agreement.

5.9.10 Hazardous Materials. Except as disclosed in the Property Documents, to Seller's actual knowledge, (a) there are no Hazardous Materials in, on or under the Property in violation of any applicable laws, Seller has not received any written notice of violation, investigation, enforcement, or claim under Environmental Laws relating to the Property; (b) Seller has not used, generated, stored, released, or disposed of Hazardous Materials at, on, under, or from the Property, other than de minimis consumer/maintenance products used and stored in compliance with Environmental Laws; and (c) to Seller's Knowledge there are no underground storage tanks, sumps/separators, septic systems, PCB-containing equipment, or asbestos-containing materials located on the Property requiring abatement. Seller shall promptly notify Buyer in writing if Seller obtains knowledge prior to Closing of any information that would render the foregoing untrue.

5.9.11 Taxes. Except as disclosed on the Preliminary Report, to Seller's knowledge, there are no presently pending or contemplated special taxes or assessments which will affect the Property.

5.9.12 Title to the Property. To Seller's knowledge, there are no outstanding rights of first refusal or first look, options to purchase, rights of reverter, or claim of right relating to the transfer or sale of the Property or any interest therein. No person holding a security interest in the Property or any part thereof has the right to consent or deny consent to the sale of the Property as contemplated herein, and Seller has the right to pay off such person and to remove all such liens as of the Closing.

5.10 Survival of Seller's Representations and Warranties.

5.10.1 Corrections. Seller will notify Buyer in writing if Seller has actual knowledge prior to the Close of Escrow that any of the representations and warranties set forth in Section 5.9 are not true and correct in any material respect and Seller shall have the right to take any action necessary to make such representation materially true and correct or may elect not to take any such action. If Seller elects to not take any curative actions, Buyer may elect to (a) terminate this Agreement and receive, as Buyer's sole and exclusive remedy, a refund of the

Deposit (if applicable), or (b) proceed to Close of Escrow, without exercising the right of termination set forth above and, in such case, each representation or warranty shall be deemed automatically amended to conform with the matters contained in Seller's notice as of the Closing and Seller shall have no liability whatsoever for such previously inaccurate representation or warranty. If Buyer fails to make such an election in writing to Seller within three (3) Business Days after Seller's election to not take any curative actions, Buyer shall be deemed to have elected option (a) to terminate this Agreement and receive, as Buyer's sole and exclusive remedy, a refund of the Deposit (if applicable). Notwithstanding the foregoing, Buyer's termination right in (a) above shall not apply to inaccurate or untrue representations or warranties that are cured by Seller, to Buyer's reasonable satisfaction, within ten (10) days of written notice thereof from Buyer.

5.10.2 Survival Period. The representations and warranties of Seller contained in Section 5.9 shall survive the Close of Escrow only for a period of twelve (12) months (the "**Survival Period**"), and if (1) Buyer does not deliver written notice to Seller setting forth a specific and detailed description of any alleged breach of such representations and warranties within the Survival Period (a "**Survival Period Claim**"), and (2) Buyer does not commence an action against Seller for such Survival Period Claim specified in such written notice within six (6) months after the Survival Period, Buyer shall be deemed to have waived any Survival Period Claims.

5.10.3 Deemed Waiver. If Buyer has or obtains actual knowledge prior to the Closing that any of Seller's representations or warranties are inaccurate or untrue in any material respect and Buyer nonetheless proceeds to Closing, then Buyer shall be deemed to have waived such inaccuracy and such representations and warranties shall be deemed modified as of the Closing Date to reflect Buyer's actual knowledge of such information and Seller shall have no liability therefor. For the purposes hereof, Buyer shall be deemed to have actual knowledge of any fact or circumstance expressly set forth in the Property Documents delivered to Buyer prior to the end of the Due Diligence Period and in any environmental assessment or other report, study, analysis or investigation received by Buyer, and the representations and warranties herein contained shall be deemed automatically modified to the extent information contained in any Property Documents delivered to Buyer prior to the end of the Due Diligence Period, or in any environmental assessment or other report, study, investigation or analysis received by Buyer prior to Close of Escrow, is inconsistent with the matters covered herein.

5.11 Limitation on Liability. For any breach of this Agreement before the Closing Date (a "**Pre-Close Claim**"), Buyer's remedies shall be limited to the remedies set forth in Section 10.3. Except for Seller's obligation to pay attorney's fees under Section 13.9, Seller's indemnity obligations in Section 13.12, and Seller's liability for Survival Period Claims, Buyer's recourse against Seller for Seller's liability under this Agreement, including with respect to any Pre-Close Claims, shall not extend, and no judgment or decree may be enforced against any of Seller's assets beyond Seller's interest in the Property and the rental, sales (including the Purchase Price), insurance and condemnation proceeds of the Property. Buyer and its successors and assigns and, without limitation, all other persons and entities, shall look solely to the interest of Seller in the Property and such proceeds for the payment of any Claim against or any performance by Seller, and Buyer, on behalf of itself and its successors and assigns, hereby waives any and all recourse against any other assets of Seller. Neither Seller nor any of the Seller Parties shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any

amendment to any of the foregoing made at any time, and Buyer (on behalf of itself and its successors and assigns) irrevocably and forever waives all claims for such personal liability. Except for Seller's obligation to pay attorney's fees under Section 13.9, and Seller's indemnity obligations in Section 13.12, Seller's total liability in the aggregate for all Claims, including all Survival Period Claims, shall not exceed Fifty Thousand Dollars (\$50,000) and Seller shall not be liable for any Claims unless and until such Claims in the aggregate, exceed Fifteen Thousand Dollars (\$15,000) (and then shall be liable from the first dollar of such Claims).

ARTICLE 6 THE CLOSING

6.1 Closing Date. The Close of Escrow shall occur on the Scheduled Closing Date. Notwithstanding the other extension rights granted to Buyer herein subject to any conditions precedent not satisfied under Article 3, Buyer shall have the additional right to extend the Scheduled Closing Date for an additional thirty (30) days (the "**Extension Option**"). To exercise the Extension Option, Buyer shall notify Seller of its election to extend the Scheduled Closing Date ("**Extension Notice**") no later than five (5) business days prior to the Scheduled Closing Date and shall concurrently deposit with Escrow Agent the Extension Deposit in accordance with Section 1.5.2. If Buyer fails to deliver the Extension Deposit to Escrow Agent and such failure continues for three (3) business days after Buyer delivers the Extension Notice to Seller, then Buyer's right to extend the Scheduled Closing Date for the Extension Option shall be null and void and the Scheduled Closing Date shall not be extended. The Scheduled Closing Date, as the same may be extended pursuant to this Section 6.1, is referred to in this Agreement as the Closing Date.

6.2 Deliveries to Escrow Agent.

6.2.1 Buyer's Deliveries. Unless an earlier date for delivery is required under the terms of this Agreement, Buyer shall, at least one (1) Business Day prior to the Closing Date, deliver to Escrow Agent each of the following items:

- (a) **Purchase Price.** Cash in an amount equal to the balance of the Purchase Price;
- (b) **Assignment.** One (1) original of a general assignment, in the form of Exhibit D attached hereto, conveying title to the Personal Property;
- (c) **Prorations, Fees and Costs.** The amounts, if any, required of Buyer under Article 7 of this Agreement and any other amounts required to be paid by Buyer prior to or on the Close of Escrow under this Agreement;
- (d) **PCOR.** A preliminary change of ownership report executed by Buyer;
- (e) **Certificate of Representations.** A certificate executed by Buyer confirming that its representations and warranties under this Agreement remain true, correct and complete as of the Closing Date;

(f) **Authorization and Other Documents.** Instruments acceptable to the Title Company reflecting the proper power, good standing and authorization for the acquisition of the Property by Buyer and such affidavits of Buyer or other documents as may be reasonably required by the Escrow Agent or the Title Company in order to effect the Close of Escrow and issue the Buyer Title Policy; and

(g) **Documents.** Counterparts of any other documents required to be executed under the terms of this Agreement, including written approval of the final closing statement and instructions to Escrow Agent to close the Escrow.

6.2.2 Seller's Deliveries. Unless an earlier date for delivery is required under the terms of this Agreement, Seller shall, at least one (1) Business Day prior to the Closing Date, deliver to Escrow Agent each of the following items:

(a) **Deed.** One (1) original of a grant deed ("**Grant Deed**"), executed and acknowledged by Seller in the form of Exhibit C attached hereto conveying title to the Property;

(b) **Assignment.** One (1) original of a general assignment, in the form of Exhibit D attached hereto, conveying title to the Personal Property;

(c) **Certificate of Non-Foreign Status.** A copy of the Certificate of Non-Foreign Status as to Seller, certifying Seller is a non-foreign person, and a completed California Resident Affidavit;

(d) **Certificate of Representations.** A certificate executed by Seller confirming that its representations and warranties under this Agreement remain true, correct and complete as of the Closing Date; and

(e) **Documents.** Executed counterparts of any other documents required to be executed under the terms of this Agreement, including written approval of the Final Closing Statement (as defined below) and instructions to Escrow Agent to close the Escrow, and all documents the Title Company requires to be executed by Seller to ensure issuance of the Buyer Title Policy.

6.3 Dating Documents. Escrow Agent shall date any of the documents deposited into Escrow under Section 6.2 as of the Closing Date.

6.4 Close of Escrow. Escrow Agent shall close the Escrow on or before the Closing Date WHEN AND ONLY WHEN each of the following conditions have been satisfied:

6.4.1 Funds and Instruments. All funds and instruments required under Section 6.2 have been delivered to Escrow Agent.

6.4.2 Satisfaction of Conditions Precedent. Buyer and Seller have confirmed to Escrow Agent that each of the conditions precedent set forth in Article 3 have either been satisfied or waived as applicable as provided in Article 3.

6.5 Recordation. Upon satisfaction of the requirements in Section 6.4, Escrow Agent shall record the deed and any other documents which the parties may mutually direct to be recorded in the Office of the County Recorder for Ventura County, California (the “**County**”).

ARTICLE 7 PRORATION, FEES AND COSTS

7.1 Prorations. The following items shall be prorated between Seller and Buyer at the Close of Escrow by increasing or decreasing the funds to be delivered by Buyer at the Close of Escrow.

7.1.1 Taxes and Assessments. Real property taxes, assessments and personal property taxes with respect to the Property shall not be prorated. Seller shall be responsible for all such taxes and assessments levied against the Property to and including the day prior to the Closing Date. Upon recordation of the Grant Deed, Buyer will request cancellation of the real property taxes for the Property pursuant to California Revenue and Taxation Code Section 4986. If current taxes have not yet been paid as of the Closing Date, then at Closing Seller shall pay through Escrow or out of Seller’s proceeds, the full amount of the installment applicable for the period of Seller’s ownership in which Closing occurs. If Seller has already paid the entire installment for such period, Seller shall be entitled to a refund from the taxing authority (but not Buyer) of any excess payment made to such authority on account of the Property, including any taxes paid by Seller and applicable to any period from and after the Closing Date. The taxing authority will notify Seller of any refund due Seller resulting from the subject acquisition after a review and any subsequent proration of the property tax assessment by the county assessor. Seller retains the right, following close of escrow, to apply to the appropriate governmental authority/ies for refund of real property taxes pursuant to Revenue and Taxation Code Section 5096.7 (or such other applicable law), and Buyer shall reasonably cooperate with Seller’s efforts to obtain said refund. **Utilities.** All utility charges shall be prorated as of the Closing Date and Seller shall obtain a final billing therefor. Seller shall receive a credit in the amount of any utility, municipality or other deposits relating to the Property made by Seller which are identified in the Property Documents and assigned to Buyer at the Closing. Seller shall be entitled to a refund of any deposits identified in the Property Documents not assigned to Buyer.

7.1.2 Other Expenses and Revenues. Escrow Agent shall prorate as of the Closing Date any periodic Property expenses and revenues.

7.2 Actual Days of Month. All prorations shall be made as of 11:59 p.m. on the date preceding the Closing Date based on the actual days of the month in which the Close of Escrow occurs.

7.3 Seller’s Fees and Costs. Seller will pay the CLTA increment of the premium for the Title Policy, one half of Escrow Agent’s escrow fee, all transfer/sales taxes payable in connection with the conveyance of the Property, and any other costs of Closing customarily paid by sellers of real property.

7.4 Buyer’s Fees and Costs. Buyer will pay one half of Escrow Agent’s escrow fee and the costs or fees associated with Buyer’s Title Policy.

7.5 Final Closing Statement. Before the Closing Date, Escrow Agent shall have prepared for Buyer a final Buyer closing statement and for Seller a final Seller closing statement (each “**Final Closing Statement**”) which shall have been approved by Buyer and Seller, respectively, prior to the Close of Escrow.

7.6 Attorneys’ Fees. Buyer and Seller shall bear their own attorneys’ fees and costs in connection with the negotiation and preparation of this Agreement and the transactions completed by this Agreement;

7.7 Post-Closing Reconciliation. If any of the items described in Section 7.1 cannot be apportioned at the Closing because of the unavailability of information, or are incorrectly apportioned at the Closing or subsequent thereto, such items shall be apportioned or reapportioned (as the case may be) as soon as practicable after the Closing Date or the date such error is discovered (as applicable); *provided, however*, that no Party shall have the right to request apportionment or reapportionment of any item after the date that is ninety (90) days after the Closing Date unless otherwise expressly set forth herein. If the Closing shall occur before a real estate or personal property tax rate or assessment is fixed for the tax year in which the Closing occurs, the apportionment of taxes at the Closing shall be upon the basis of the tax rate or assessment for the preceding fiscal year applied to the latest assessed valuation. Promptly after the new tax rate or assessment is fixed, the apportionment of taxes or assessments shall be recomputed and any discrepancy resulting from such recomputation and any errors or omissions in computing apportionments at the Closing shall be promptly corrected and the proper Party reimbursed, which obligations shall survive the Closing.

ARTICLE 8 DISTRIBUTION OF FUNDS AND DOCUMENTS

8.1 Documents. No later than two (2) Business Days after the Close of Escrow, Escrow Agent shall combine any original counterparts of a document into fully executed originals and deliver (i) to Buyer, the Certificate of Non-Foreign Status and the original Buyer Title Policy, when available; and (ii) to Seller and Buyer, originals (or if applicable copies) of any other nonrecorded document deposited into Escrow at any time during the Escrow and conformed copies of the recorded deed.

8.2 Payment of Funds at Closing. Escrow Agent will, at the Close of Escrow, wire to (i) Seller’s account, in accordance with instructions of Seller, the Seller funds as shown on the Final Closing Statement and (ii) Buyer, any excess funds delivered to Escrow Agent by Buyer shown on the Final Closing Statement.

ARTICLE 9 ASSIGNMENT BY BUYER

9.1 Buyer may not, voluntarily or by operation of law, assign or otherwise transfer any of its rights or obligations under this Agreement without obtaining the prior written consent of Seller, which consent may be given or withheld in Seller’s reasonable discretion. Any attempted assignment made in violation of this provision shall be null and void. Promptly after the consummation of a permitted assignment, Buyer shall deliver a copy of the fully executed

assignment document to Seller and Escrow Agent. Each and every obligation of Seller to Buyer under this Agreement shall extend to such assignee as if such assignee was the original party under this Agreement (i.e., the named "Buyer"), including, without limitation, all rights and remedies available to Buyer under this Agreement, and any such assignee shall assume all of Buyer's obligations under this Agreement. The representations and warranties in Section 5.8 shall be deemed made by such assignee as of the date of such assignment (with such modifications to Section 5.8.1 as may be necessary to make such representation true and accurate).

ARTICLE 10 DEFAULT

10.1 Breach by Buyer. If Buyer fails to complete the acquisition of the Property on the Closing Date by reason of any default by Buyer which is not cured before the expiration of all applicable notice and cure periods, and Seller shall not then be in breach or default of this Agreement, Seller shall be entitled, as its sole and exclusive remedy at law or in equity, to terminate this Agreement by written notice to Buyer and, if applicable, to retain all of the Deposit held by Escrow Agent as liquidated damages pursuant to the provisions set forth in Section 10.2 below. Notwithstanding any such termination, Seller shall have the continuing right to enforce any Surviving Obligations provided for in this Agreement. Notwithstanding anything to the contrary contained herein, Buyer shall not be in default under this Agreement unless Buyer shall receive written notice thereof from Seller and shall fail to cure said default within fifteen (15) days (or such longer period as may be reasonably necessary to cure, provided Buyer commences and diligently pursues such cure) after Buyer's receipt of said notice; provided that in the event any notice of default is delivered to Buyer, the Closing Date shall be extended to the extent necessary to accommodate the cure period set forth above. Notwithstanding any provision in this Agreement to the contrary, Seller shall not be required to deliver to Buyer a notice of default for Buyer's failure to timely deliver any payment to Seller or Escrow Agent pursuant to this Agreement.

10.2 LIQUIDATED DAMAGES. IF ESCROW FAILS TO CLOSE DUE TO A BUYER DEFAULT WHICH IS NOT CURED PRIOR TO THE EXPIRATION OF ALL APPLICABLE NOTICE AND CURE PERIODS, SELLER WILL BE DAMAGED AND WILL BE ENTITLED TO COMPENSATION FOR THOSE DAMAGES. SUCH DAMAGES WILL, HOWEVER, BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN FOR THE FOLLOWING REASONS: (A) THE DAMAGES TO WHICH SELLER WOULD BE ENTITLED IN A COURT OF LAW WILL BE BASED IN PART ON THE DIFFERENCE BETWEEN THE ACTUAL VALUE OF THE PROPERTY AT THE TIME SET FOR THE CLOSE OF ESCROW AND THE PURCHASE PRICE FOR THE PROPERTY AS SET FORTH IN THIS AGREEMENT; (B) PROOF OF THE AMOUNT OF SUCH DAMAGES WILL BE BASED ON OPINIONS OF VALUE OF THE PROPERTY, WHICH CAN VARY IN SIGNIFICANT AMOUNTS; AND (C) IT IS IMPOSSIBLE TO PREDICT AS OF THE DATE ON WHICH THIS AGREEMENT IS MADE WHETHER THE VALUE OF THE PROPERTY WILL INCREASE OR DECREASE AS OF THE DATE SET FOR THE CLOSE OF ESCROW. FURTHERMORE, BUYER ACKNOWLEDGES SELLER HAD OTHER OPPORTUNITIES TO SELL THE PROPERTY AND RELIED UPON THE REPRESENTATIONS OF BUYER THAT IT WOULD PERFORM AND PURCHASE THE PROPERTY FROM SELLER. BUYER DESIRES TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH BUYER MIGHT BE LIABLE SHOULD BUYER BREACH THIS AGREEMENT. BUYER AND SELLER WISH TO

AVOID THE COSTS AND LENGTHY DELAYS WHICH WOULD RESULT IF SELLER FILED A LAWSUIT TO COLLECT ITS DAMAGES FOR A BREACH OF THIS AGREEMENT.

THEREFORE, THE SUM REPRESENTED BY THE DEPOSIT SHALL NOT BE DEEMED OR INTENDED TO BE A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTION 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CIVIL CODE. SELLER'S TERMINATION OF THE AGREEMENT AND ITS RETENTION OF THE DEPOSIT UNDER THE TERMS OF THIS SECTION 10.2 SHALL, BE SELLER'S SOLE AND EXCLUSIVE REMEDY AT LAW OR IN EQUITY FOR BUYER'S DEFAULT UNDER THIS AGREEMENT AND BUYER'S FAILURE TO CLOSE ESCROW RESULTING FROM ANY SUCH DEFAULT; PROVIDED, HOWEVER, THE PARTIES AGREE THAT, THIS LIQUIDATED DAMAGES PROVISION SHALL NOT APPLY TO ANY BREACH OF BUYER'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT OR TO BUYER'S OBLIGATION UNDER SECTION 13.9, EXCEPT SELLER SHALL NOT BE ENTITLED TO RECEIVE OR RECOVER FROM BUYER ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES, OR LOST PROFITS UNDER ANY SECTION OF THIS AGREEMENT, AND SELLER HEREBY EXPRESSLY AND KNOWINGLY WAIVES THE RIGHT TO MAINTAIN AN ACTION FOR SPECIFIC PERFORMANCE OF BUYER'S OBLIGATION TO PURCHASE THE PROPERTY AND ANY AND ALL RIGHTS TO RECOVER ANY SUCH OTHER DAMAGES THAT MIGHT OTHERWISE EXIST, INCLUDING ANY RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 3306. BUYER HAS REVIEWED THE EFFECT OF THIS PROVISION WITH LEGAL COUNSEL AND HAS AGREED THAT SUCH LIQUIDATED DAMAGES ARE A REASONABLE AND FAIR ESTIMATE OF THE DAMAGES SELLER WILL SUSTAIN. BY INITIALING THIS PROVISIONS IN THE SPACES BELOW, SELLER AND BUYER EACH SPECIFICALLY AFFIRM THEIR RESPECTIVE AGREEMENTS CONTAINED IN THIS SECTION. THIS SECTION 10.2 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

SELLER'S INITIALS

BUYER'S INITIALS

10.3 BREACH BY SELLER. IF SELLER FAILS TO COMPLETE THE SALE OF THE PROPERTY ON THE CLOSING DATE BY REASON OF ANY DEFAULT BY SELLER WHICH IS NOT CURED WITHIN TEN (10) DAYS AFTER RECEIPT OF WRITTEN NOTICE THEREOF FROM BUYER (A "***SELLER DEFAULT***"), BUYER SHALL BE ENTITLED TO PURSUE ALL REMEDIES PERMITTED HEREIN AND BY LAW, INCLUDING THE REMEDY OF SPECIFIC PERFORMANCE, PROVIDED THAT, EXCEPT FOR SURVIVAL PERIOD CLAIMS UNDER SECTION 5.10.2 (SUBJECT TO THE LIMITATION OF LIABILITY IN SECTION 5.11), A BREACH OF SELLER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 13.12, OR SELLER'S OBLIGATIONS UNDER SECTION 13.9, BUYER SHALL NOT BE ENTITLED UNDER ANY CIRCUMSTANCES TO RECOVER ANY DAMAGES, INCLUDING PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT DAMAGES, LOST PROFITS RELATING TO BUYER'S PROPOSED ACQUISITION OF THE PROPERTY OR ANY OTHER COMPENSATORY OR CONSEQUENTIAL DAMAGES

UNDER ANY SECTION OF THIS AGREEMENT, AND BUYER HEREBY EXPRESSLY AND KNOWINGLY WAIVES ANY AND ALL RIGHTS TO RECOVER ANY SUCH OTHER DAMAGES THAT MIGHT OTHERWISE EXIST. EXCEPT TO THE EXTENT PERMITTED ABOVE, BUYER SHALL NOT (X) PREPARE, FILE OR RECORD A LIS PENDENS AGAINST THE PROPERTY. THE PARTIES AGREE THAT THE FOREGOING LIMITATION ON DAMAGES SHALL NOT APPLY TO ANY SURVIVAL PERIOD CLAIMS UNDER SECTION 5.10.2 (SUBJECT TO THE LIMITATION OF LIABILITY IN SECTION 5.11), A BREACH OF SELLER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 13.12, OR TO SELLER'S OBLIGATIONS UNDER SECTION 13.9. BUYER SHALL NOT BE ENTITLED UNDER ANY CIRCUMSTANCES TO RECOVER ANY OTHER DAMAGES, INCLUDING PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT DAMAGES, LOST PROFITS RELATING TO BUYER'S PROPOSED ACQUISITION OF THE PROPERTY OR ANY OTHER COMPENSATORY OR CONSEQUENTIAL DAMAGES UNDER ANY SECTION OF THIS AGREEMENT. SUBJECT TO SECTION 5.11 OF THIS AGREEMENT, NOTHING CONTAINED IN THIS SECTION 10.3 SHALL LIMIT OR WAIVE BUYER'S RIGHTS AND REMEDIES FOR SELLER'S BREACH OF ANY EXPRESS REPRESENTATION OR WARRANTY SET FORTH IN THIS AGREEMENT. THIS SECTION 10.3 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11
INTENTIONALLY OMITTED

ARTICLE 12
INTENTIONALLY OMITTED

ARTICLE 13
GENERAL PROVISIONS

13.1 Construction of Agreement. The agreement contained herein shall not be construed in favor of or against either Party but shall be construed as if both Parties prepared this Agreement.

13.2 Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

13.3 Business Day. "***Business Day***" means Monday through Friday except for public holidays. A public holiday is a day that is a public holiday in the United States or any other day on which commercial banks in the State of California are not open for business.

13.4 Governing Law. This Agreement and the documents in the form attached as exhibits hereto shall be governed by and construed under the laws of the State of California.

13.5 Judicial Reference. The Parties agree to promptly submit any dispute between them arising from this Agreement to Judicial Arbitration and Mediation Services, Inc. ("***JAMS***"). In the event an action is filed in any court by either Party involving a dispute arising from this Agreement (a "***Dispute***"), within twenty (20) days after such filing, either Party may, upon five (5) Business Days' notice to the other Party, apply *ex parte* to the court for a reference of the entire dispute to JAMS in accordance with Code of Civil Procedure §638. The application shall be

deemed a mutual request by both Parties for the reference. For either voluntary submission of a dispute to JAMS or reference by the court in the event an action has been filed, the Parties shall mutually select a member from JAMS' panel to hear the dispute. In the event the Parties fail to mutually select a member from the panel within ten (10) days after submission of the dispute to JAMS, then JAMS shall select the hearing officer. The hearing shall take place on the first available date on the calendar of the hearing officer, or on such other date as the Parties may agree upon in writing. The decision of the hearing officer shall be final, binding on the Parties, and enforceable in a California court having competent jurisdiction over the Parties. Subject to the limitations set forth in this Section 13.5, the judicial referee shall have the authority to try all issues, whether of fact or law, and to report a statement of decision to the court. The judicial referee shall be the only trier of fact or law in the reference proceeding and shall have no authority to further refer any issues of fact or law to any other party, without the mutual consent of all parties to the judicial reference proceeding. This agreement to seek voluntary reference to resolve disputes shall not apply to any claim or action in which any of the causes of action includes disputes involving third parties other than the Parties. The referee shall apply the laws of the State of California except as expressly provided herein, including the rules of evidence, unless expressly waived by all parties to the judicial reference proceeding. The referee's statement of decision shall contain findings of fact and conclusions of law to the extent required by law if the case were tried to a judge. The decision of the referee shall stand as the decision of the court, and upon filing of the statement of decision with the clerk of the court, judgment may be entered thereon in the same manner as if the Dispute had been tried by the court. The decision of the referee shall be subject to appeal in the same manner as if the Dispute had been tried by the court. Except as otherwise agreed by the parties or as required by applicable law, no Party shall be required to pay any fee of the judicial reference proceeding or the referee except to the extent of the costs that would be imposed upon the disputant if the Dispute had been filed as a suit in court. The referee may not award against either Party any expenses in excess of those that would be recoverable as costs if the Dispute had been litigated to final judgment in court. Each party to the judicial reference proceeding shall bear its own attorneys' fees and costs in connection with such proceeding. Notwithstanding the foregoing, this Section 13.5 shall not apply in connection with a specific performance action by Buyer, and Buyer shall not be required to submit any specific performance action or related matter to arbitration, and this Section 13.5 shall not prevent or limit Buyer from commencing or pursuing an action for specific performance in any California court having competent jurisdiction over the Parties.

13.6 Time of the Essence. Time is of the essence of each and every provision of this Agreement and Seller and Buyer, by execution of this Agreement, specifically acknowledge the importance of observing each and every time period in this Agreement. In the event any date, or the final date of any period, which is set out in any provision of this Agreement falls on other than a Business Day, in such event such date or time period, as the case may be, shall be extended to the next Business Day.

13.7 Successors and Assigns. Subject to the restrictions and prohibitions on assignment set forth in Article 9, each and all of the covenants and conditions of this Agreement shall inure to the benefit of and shall be binding upon the successors in interest of Seller, and, subject to the restrictions on transfers herein provided, the successors, heirs, representatives and assigns of Buyer. As used in the foregoing, "successors" shall refer both to the parties' interest in the Property

and to the successors to all or substantially all of their assets and to their successors by merger or consolidation.

13.8 Waiver. No waiver by Seller or Buyer of a breach of any of the terms, covenants or conditions of this Agreement by Seller or Buyer shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in such waiver. The consent or approval by Seller or Buyer to or of any act by the other party requiring consent or approval shall not be deemed to waive or render unnecessary consent or approval to or of any subsequent similar acts.

13.9 Attorneys' Fees. If any action or proceeding or judicial reference shall be instituted in connection with this Agreement, the losing party shall pay to the prevailing party the sum of reasonable attorneys' fees and costs incurred by the prevailing party in bringing or defending such action or proceeding and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action or proceeding and shall be paid whether or not such action or proceeding is prosecuted to final judgment. Any judgment or order entered in such action or proceeding shall contain a specific provision providing for the recovery of attorneys' fees and costs, separate from the judgment, incurred in enforcing such judgment. The prevailing party shall be determined by the trier of fact based upon an assessment of which party's major arguments or positions taken in the proceedings could fairly be said to have prevailed over the other party's major arguments or positions on major disputed issues. All indemnity obligations under this Agreement shall also include the costs of enforcing any indemnity. This Section is intended to be expressly severable from the other provisions of this Agreement, is intended to survive any judgment and is not to be deemed merged into the judgment.

13.10 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

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

13.12 Brokers. Seller and Buyer shall not pay any real estate, brokerage, finders or other commission or fee in connection with this Agreement. Each Party represents and warrants to the other that it has not dealt with any broker, finder or other party, whether or not licensed, who may be entitled to a commission, finder's fee or similar payment, and hereby indemnifies, protects, defends (with legal counsel acceptable to the other Party) and holds the other Party free and harmless from and against any and all costs and liabilities, including, without limitation, reasonable attorneys' fees, for causes of action or proceedings which may be instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of such Party in connection with this transaction. This indemnification shall survive the Close of Escrow and any termination of this Agreement for a period of twelve (12) months.

13.13 Entire Agreement. This Agreement and exhibits make up the entire agreement between the Parties pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties, oral or written, are hereby superseded and merged herein. The foregoing sentence shall in no way affect the validity of any instruments executed by the Parties in the form of the exhibits attached to this Agreement.

13.14 Notice. Any notice to be given or other document to be delivered by any Party to the other, may be delivered and addressed to the party for whom intended, as specified in the Basic Terms (i) in person, (ii) deposited in the United States mail, duly certified or registered, return receipt requested, with postage prepaid, (iii) by Federal Express or other similar overnight delivery service and addressed to the party for whom intended or (iv) by email, provided that receipt of such email is confirmed by the intended recipient. Any Party may from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. Unless otherwise specifically provided for herein, all notices, demands or other communications given hereunder shall be in writing. Notices personally delivered or delivered by email shall be deemed given the Business Day so delivered. Notices given by overnight courier shall be deemed given on the first Business Day following the mailing date. Notices mailed as provided herein shall be deemed given on the third Business Day following the mailing date.

13.15 No Partnership or Joint Venture. Seller and Buyer shall not, by virtue of this Agreement, in any way or for any reason be deemed to have become a partner of the other in the conduct of its business or otherwise, or a joint venturer. In addition, by virtue of this Agreement there shall not be deemed to have occurred a merger of any joint enterprise between Buyer and Seller. Buyer has made its own independent investigation about the Property and is not relying on any statement or representation made by Seller, its employees or agents, except as set forth in this Agreement.

13.16 Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

13.17 Agreement Survives Close of Escrow. All the Surviving Obligations shall survive the termination of this Agreement or the Close of Escrow. All obligations referred to herein to be performed at a time or times after the Close of Escrow or contemplated herein to be performed after the Close of Escrow shall survive the Close of Escrow.

13.18 No Warranties. Except as otherwise specifically provided in this Agreement, neither Buyer nor Seller has made any representations, warranties or agreement by or on behalf of either Party to the other Party as to any matters concerning the Property. Each Party expressly waives any rights of rescission and all claims for damages or the right to bring a suit for specific performance by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement.

13.19 Counterparts/Electronic Signatures. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute a fully executed original. A copy of this Agreement executed and delivered by facsimile, electronic mail in “.pdf” format, or any electronic signature complying with the California Uniform Electronic Transactions Act (Cal. Civ.

Code § 1633.1 et seq.) and the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement and shall be admissible into evidence as an original hereof to prove the contents hereof.

13.20 Construction of Agreements. Each Party has had this Agreement reviewed by legal counsel and further agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto.

13.21 Exhibits. All exhibits attached hereto are incorporated herein by reference.

13.22 AGREEMENT WHEN SIGNED. THIS AGREEMENT SHALL BE OF NO FORCE OR EFFECT UNLESS AND UNTIL IT IS EXECUTED BY EACH PARTY AND AN EXECUTED COUNTERPART IS DELIVERED BY EACH PARTY TO THE OTHER PARTY AND TO THE ESCROW AGENT.

13.23 Confidentiality and Publicity. Buyer is a public entity and as such, this Agreement, upon its presentation for approval at Buyer's City council at a duly called and agendized public meeting, shall be subject to the Public Records Act and the Freedom of Information Act. No press release or other public disclosure may be made by Seller or any of its agents regarding Buyer's intent for this Property this transaction without the prior consent of Buyer.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the Effective Date.

SELLER:

Robert William Company, LLC,
a California limited liability company

By:_____

Name:

Title:

BUYER:

CITY OF SANTA PAULA,
a California municipal corporation

By:_____

Dan Singer, City Manager

ATTEST:

City Clerk

CONSENT OF ESCROW AGENT

Escrow Agent joins in the execution of this Agreement to acknowledge its agreement to serve as Escrow Agent in accordance with the terms of this Agreement, including, but not limited to, the Escrow Provisions.

DATED:_____

ESCROW AGENT:

LAWYERS TITLE

By:_____

Name: Shirley Frank

Title: Escrow Officer

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

Real property in the County of Ventura, State of California, described as follows:

Lot 10 of Tract No. 5456, in the City of Santa Paula, County of Ventura, State of California, as per Map recorded in Book 155, Pages 21 through 22, inclusive of Miscellaneous Records (Maps), in the office of the County Recorder of said County.

APN: 107-0-180-525

EXHIBIT B

ESCROW PROVISIONS

1. **Additional Instructions.** Buyer and Seller each shall execute, deliver and be bound by such further escrow instructions or other instruments as may be reasonably requested by the other Party or by Escrow Agent from time to time, so long as the same are consistent with this Agreement. Escrow Agent shall not comply with the unilateral instructions of only one Party without the consent of the other Party unless otherwise expressly required to do so in this Agreement.

2. **Tax Reporting Person.** For purposes of complying with Internal Revenue Code § 6045(e), as amended effective January 1, 1991, Escrow Agent is hereby designated as the “person responsible for closing the transaction,” and also as the “reporting person” for purposes of filing any information returns with the Internal Revenue Service concerning the sale of the Property, as required by law.

3. **Termination and Release of Deposit.** Upon termination of this Agreement, either Party (the “**Requesting Party**”) may give written notice to Escrow Agent and the other Party (the “**Non-Requesting Party**”) of such termination and the reason for such termination. Such notice shall also have a request for the release of the Deposit to the Requesting Party if the Requesting Party intends to request the release of the Deposit and such release is permitted under the terms of the Agreement. The Non-Requesting Party shall have three (3) business days after its receipt of the notice to object to the release of the Deposit to the Requesting Party. The Non-Requesting Party shall provide such written objection to the Requesting Party and Escrow Agent. If the Non-Requesting Party provides such an objection, then Escrow Agent shall keep the Deposit until it receives written instructions executed by both Seller and Buyer as to the disposition and disbursement of the Deposit or until a final arbitration decision or a final court order, decree or judgment determines which party is entitled to the Deposit. Upon such event, the Deposit shall be delivered in accordance with such instruction, decision, order, decree or judgment. For the purposes of this Paragraph, “final” means not subject to appeal.

4. **Interpleader.** In the event of any controversy regarding the Deposit, unless mutual written instructions are received by Escrow Agent directing the Deposit’s disposition, Escrow Agent shall not take any action, but instead shall await the disposition of any proceeding relating to the Deposit or, at Escrow Agent’s option, Escrow Agent may interplead all parties and transfer the Deposit to a court of competent jurisdiction and then Escrow Agent shall be relieved of any responsibility for the Deposit.

5. **Resignation of Escrow Agent.** Escrow Agent may resign upon fifteen (15) days’ prior written notice to the parties to their addresses set forth in the Basic Terms of the Agreement. If a successor escrow agent is not appointed by mutual consent of the parties within the fifteen (15) day period following such resignation, then Escrow Agent or any party may petition a court of competent jurisdiction to name a successor. Seller and Buyer shall pay the costs of such action on an equal basis.

6. **Liability of Escrow Agent.** The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that Escrow Agent, when acting as such, shall not be deemed to be the agent of either of Party, and that Escrow Agent shall not be liable to either Party for any action or omission on its part taken or made in good faith and shall be liable only for its negligence or willful misconduct.

7. **No Duty to Inquire.** Escrow Agent may rely, and shall be protected in acting or refraining from acting, upon any written notice, statement, instruction or request furnished to it under the Agreement and believed by it to be genuine and to have been signed or presented by the proper party or parties. Escrow Agent shall be under no duty to make any inquiry as to the form, genuineness, proper execution or accuracy of the notice, statement, instruction or request.

EXHIBIT C
FORM OF DEED

RECORDING REQUESTED BY

Lawyer's Title Company

AND WHEN RECORDED RETURN TO:

City of Santa Paula

Attn: City Clerk

EXEMPT FROM RECORDING FEES PURSUANT
TO GOVERNMENT CODE SECTION 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

APN: 107-0-180-525

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

DOCUMENTARY TRANSFER TAX IS \$ _____

☐ _____ ☒ City of Santa Paula

Parcel No. 107-0-180-525

☒ computed on full value of interest or property conveyed or

☐ computed on full value less value of liens or encumbrances remaining at
time of sale and

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

ROBERT WILLIAM COMPANY, LLC, a California limited liability company ("**GRANTOR**"),
hereby GRANT(S) to CITY OF SANTA PAULA, a California municipal corporation
("**GRANTEE**") the following described real property in the City of Santa Paula, State of California
("**Property**"), as more particularly set forth in **Exhibit "A"** attached hereto and incorporated herein
by this reference.

Date: _____, 20__

GRANTOR

ROBERT WILLIAM COMPANY, LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

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 _____)

On _____, before me, _____, a 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 _____

[SEAL]

**Exhibit A to Grant Deed
Legal Description of Property**

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

Lot 10 of Tract No. 5456, in the City of Santa Paula, County of Ventura, State of California, as per Map recorded in Book 155, Pages 21 through 22, inclusive of Miscellaneous Records (Maps), in the office of the County Recorder of said County.

APN 107-0-180-525

CERTIFICATE OF ACCEPTANCE

Pursuant to Section 27281 of the
California Government Code

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 20____, from ROBERT WILLIAM COMPANY, LLC, a California limited liability company, to the CITY OF SANTA PAULA, a California municipal corporation is hereby accepted by the undersigned officer on behalf of the City Santa Paula , pursuant to the authority conferred by Resolution No. _____, adopted by the [City Council of the City of Santa Paula on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 20____

CITY OF SANTA PAULA, a California
municipal corporation

By _____
Dan Singer, City Manager

EXHIBIT D
FORM OF ASSIGNMENT

Reference is hereby made to the property in the City of Santa Paula, State of California described on Exhibit 1 attached hereto and made a part hereof, the improvements located thereon, if any, and the rights, privileges and entitlements incident “hereto (the “**Property**”). For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, ROBERT WILLIAM COMPANY, LLC, a California limited liability company (the “**Seller**”), hereby sells, transfers, assigns, conveys and delivers to CITY OF SANTA PAULA, a California municipal corporation (“**Buyer**”), pursuant to that certain Purchase and Sale Agreement between Seller and Buyer concerning the Property, dated _____, 2025 (“**Purchase Agreement**”), all assets, rights, equipment, contracts, materials and/or claims used, owned or held in connection with the use, management, development or enjoyment of the Real Property (“**Personal Property**”) including (i) to the extent assignable without payment of any kind, entitlements, subdivision agreements and other agreements relating to the development of the Property, development rights, owner’s association rights, governmental permits, licenses, approvals, certificates of occupancy, and subdivision maps issued, approved, or granted with the respect to the Property; (ii) assignable warranties, guarantees, and bonds benefiting the Property; (iii) any plans, specifications, engineering studies, reports, drawings and prints related to the use, construction, modification, development, installation, or alteration of the Property; and (iv) all reimbursements, credits or refunds from the applicable agency or entity of any deposits, fees, or in-lieu improvement costs paid by Seller in connection with the Property except those explicitly retained by Seller under the Purchase Agreement. Except for the express representations and warranties set forth in the Purchase Agreement, Seller makes no warranties as to the existence, nature, extent, assignability, or effectiveness of the Personal Property.

Seller shall sign and deliver to Buyer, its nominees, successors and/or assigns, at any time and from time to time upon written request therefore, but at no cost or expense to Seller, any new or confirming instruments and perform any other acts which Buyer, its nominees, successors and/or assigns, may reasonably request to transfer full possession and control of, and protect the rights of Buyer, its nominees, successors and/or assigns in, all the assets of Seller intended to be transferred and assigned hereby.

In the event of any litigation between Seller and Buyer arising out of this Assignment, the losing party shall pay the prevailing party’s costs and expenses of such litigation, including, without limitation, reasonable attorneys’ fees. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns. This Assignment shall be governed by and construed in accordance with the laws of the State of California. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

[Signature on following page]

Date: _____, 20__

SELLER

ROBERT WILLIAM COMPANY, LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

Exhibit 1 to Assignment
Legal Description of Property

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

Lot 10 of Tract No. 5456, in the City of Santa Paula, County of Ventura, State of California, as per Map recorded in Book 155, Pages 21 through 22, inclusive of Miscellaneous Records (Maps), in the office of the County Recorder of said County.

APN 107-0-180-525

EXHIBIT E
FORM OF AFFIDAVIT – UNINSURED DEED

[See Attached]

DO NOT RECORD THIS DOCUMENT – FOR INTERNAL USE ONLY

Order No. 423240577

AFFIDAVIT - UNINSURED DEED

NOTE: Must be notarized by a notary who is an EMPLOYEE of the title or escrow company

STATE OF CALIFORNIA }
COUNTY OF _____ } ss:

_____ of legal age, being first duly sworn, deposes and says that the following information and answers are true:

1. I am the person who executed and delivered the deed dated _____, to _____ grantee, recorded on _____ as Instrument No. _____ Official Records of Ventura County, California, conveying the following described real property (the "Property"):

For legal description of the real property, see Exhibit A attached hereto and made a part hereof.

2. Who is currently occupying the property? _____
3. What is the approximate value of the property: \$ _____
4. I received the following consideration for the deed: \$ _____ and/or other property described as follows: _____
5. If the deed was a gift or I otherwise received no consideration for it, the reason I gave the property away is: _____
6. Do you have an option to repurchase the property: _____ If so, please attach a copy of the agreement or documentation that gives you the right to repurchase.
7. This Affidavit is made for the protection and benefit of the grantee, the grantee's successors and assigns, and for all other parties hereafter dealing with or who may acquire an interest in the Property, and for the purpose of inducing _____ ("Title Company" to insure title to the Property. I know what Title Company will rely on this Affidavit and would not insure title without this Affidavit.

Dated [] _____

[] _____

[] _____

STATE OF CALIFORNIA } ss:
COUNTY OF _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, _____ by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____

(This area for notary stamp)

Exhibit A

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

Lot 10 of Tract No. 5456, in the City of Santa Paula, County of Ventura, State of California, as per Map recorded in Book 155, Pages 21 through 22, inclusive of Miscellaneous Records (Maps), in the office of the County Recorder of said County.

APN 107-0-180-525

Attachment B



**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular Meeting

From: Dan Singer, City Manager

Subject: ITEMS FOR FUTURE AGENDAS

Date: November 19, 2025

Agenda Item: 12.A

RECOMMENDATION:

BACKGROUND:

ANALYSIS:

STRATEGIC PLAN:

FISCAL IMPACTS:

OPTIONS:

ATTACHMENTS:

[12.10.2025 Future Agenda Items.pdf](#)



Santa Paula City Council Tentative Agenda Schedule

	Regular Meeting December 10 - 6:30pm	
P&R	Visitor from the North Pole	
Admin	City Manager Department Report	
CDD	SPIRIT MOU	
Finance	Finance Vendor Contracts – RAMS & Chandler	
PD	Humane Society Shelter Services Contract	
PD	COPS Law Enforcement Funding	
Clerk	Procedures for Election of Mayor and Vice Mayor	
Clerk	Mayor's Standing Committee	
Clerk	Adoption of 2026 Council Meeting Calendar	
	Study Session - Special Meeting Jan. 21 - 5:30pm	
	Waste Water Recycle Facility (WRF)	
	Regular Meeting January 21 - 6:30pm	
Admin	MOU for Labor Contracts	JAN
CDD	Athens Rate Adjustment Request	JAN
CDD	Harvest Development Agreement	
PD	Proposed Public Safety Committee	JAN
PW	EV Fast Charger Installation & Maintenance Agreement	
	STUDY SESSION TOPICS	
Admin	No Smoking Ordinance	3 rd Qtr.
Finance	Development Impact Fees (DIF)*	3 rd Qtr.
Admin	Municipal Code Update – Joint with Planning Commission*	Ongoing
CDD	Use of Triangle Property on Housing	TBD
CDD	Mobile Home Rent Control Ordinance Workshop	Dec.14
PW	5-Year Pavement Management Plan – Cycle 2 - Workshop	Dec. 2
	FUTURE AGENDA ITEMS	
P&R	Fireworks Funding	Oct/Nov
CDD	Central Business District Live Entertainment Ord 1339	TBD
Legal	Fire MOU Amendment for Station 26	TBD
Legal	Harvest CFD	JAN
CDD	Downtown Vacancies Options*	TBD
CDD	Downtown Parking Inventory and Options*	TBD



Santa Paula City Council Tentative Agenda Schedule

PW	Water & Sewer Rate Study	TBD
PW	PMP Cycle 2 Approval	1 st Qtr.
Admin	Review of Council Recognition Policy	1 st Qtr.

Activities associated with the Council’s Strategic Plan*