

PROPERTY PURCHASE AND DEVELOPMENT AGREEMENT SUMMARY

City: City of Camarillo ("**City**")

City's Address: 601 Carmen Drive, Camarillo, California 93011

Property/Address: 2220 Ventura Boulevard, City of Camarillo, California ("**Property**"). The Property will be divided into an @ 22,000 SF parcel encompassing the existing building ("**Building Parcel**") and an @ 25,400 SF parcel encompassing the existing parking area ("**Parking Parcel**")

VCTC: Ventura County Transportation Commission ("**VCTC**")

VCTC's Address: 950 County Square Drive, Ventura, California 93003

Acquisition: VCTC proposes to acquire City's real property interest in the Building Parcel by grant deed, and an easement interest for parking, ingress and egress to the Building Parcel over City's adjacent parcel ("**Parking Parcel**")

Purchase Price: **ONE DOLLAR (\$1.00)**

Exhibits: Exhibit A – Legal Description of Property
Exhibit B – Depiction of Property
Exhibit C – Description and Depiction of Building Parcel
Exhibit D – Form of Grant Deed
Exhibit E – Form of Easement Agreement
Exhibit F – Description and Depiction of Parking Parcel
Exhibit G – Description of Improvements to Parking Parcel

PURCHASE AND DEVELOPMENT AGREEMENT

THIS PURCHASE AND DEVELOPMENT AGREEMENT ("**Agreement**") is effective as of _____, 2014 ("**Effective Date**"), and is between the **CITY OF CAMARILLO**, a California municipal corporation and general law city ("**City**") and the **VENTURA COUNTY TRANSPORTATION COMMISSION**, a public agency ("**VCTC**"). City and VCTC are sometimes referred to individually as a "party," and collectively as the "parties."

RECITALS

A. City owns approximately 1.1 acres of land located at 2220 Ventura Boulevard, City of Camarillo, California ("**Property**"). The Property is legally described on Exhibit A and depicted on Exhibit B.

B. The Property is improved with an approximately 12,600 SF building ("**Existing Building**") that formerly served as a courthouse of the Ventura County Superior Court and also contains an approximately 25,360 SF parking area ("**Parking Area**").

C. City proposes to split the Property into two parcels. The first will be an approximately 22,000 SF lot that will encompass all of the land underneath the Existing Building along with some additional area around the Existing Building and the improvement thereon ("**Building Parcel**"). The parties acknowledge and agree that the exact square footage and legal description of the Building Parcel will be prepared and incorporated as Exhibit C of this Agreement once VCTC's design plans are complete and approved, and the exact boundaries of the Building Parcel are finalized.

D. City desires to sell the Building Parcel to VCTC under the terms and conditions of this Agreement and the Grant Deed attached as Exhibit D, so that VCTC may remodel the Existing Building or construct a new office building ("**Office Building**") on the Building Parcel to be used primarily for governmental and other non-profit uses.

E. City proposes to retain title to the second parcel ("**Parking Parcel**"), which will consist of approximately 25,360 SF and will include all of the Parking Area. The parties acknowledge and agree that the exact square footage and legal description of the Parking Parcel will be prepared and incorporated as Exhibit E of this Agreement once VCTC's design plans are complete and approved, and the exact boundaries of the Building Parcel and Parking Parcel are finalized. . As set forth in this Agreement and the accompanying Easement Agreement attached as Exhibit F, City proposes to grant VCTC, its successors, and tenants an easement for parking and ingress and egress over the Parking Parcel in order to provide adequate parking for and access to the Office Building while reserving certain rights in the Parking Parcel, including the right of general public to park on the Parking Parcel during and after regular business hours of the Office Building and to allow the exclusive use of the Parking Parcel on an occasional basis for certain special events.

F. VCTC's board approved the transactions contemplated in this Agreement at its meeting on _____, 2014, pursuant to Resolution No. _____.

G. City's City Council approved the transactions contemplated in this Agreement at its meeting on _____, 2014, pursuant to Resolution No. _____.

AGREEMENT

ARTICLE 1: SALE OF BUILDING PARCEL; GRANT OF EASEMENT OVER PARKING PARCEL; RESTRICTIONS ON RESALE

- 1.1 Sale of Building Parcel. Subject to City's power of termination described in Sections 7.1 and 7.2 below, City agrees to sell and convey to VCTC, and VCTC agrees to purchase from City, subject to the terms and conditions of this Agreement, City's fee simple interests free of any liens or encumbrances, not specifically reserved herein, in the Building Parcel, including the improvements located on the Building Parcel. The parties acknowledge and agree that the legal description of the Building Parcel may be adjusted in size through a written agreement of the parties by up to an additional 5% over the currently proposed square footage in order to accommodate any design needs for the Office Building. VCTC further acknowledges and agrees that City may reserve a non-exclusive public easement or license over a portion of the northeast corner of the Building Parcel (not to exceed 20' in width) for the existing bicycle trail as indicated on Exhibit C unless such trail can be located entirely within the Parking Parcel.
- 1.2 Grant of Easement over Parking Parcel. City will grant an easement for parking for the Office Building and for ingress and egress to the Office Building over City's Parking Parcel in substantially the same form as provided in the Easement Agreement attached as Exhibit E.
- 1.3 Title to Property. Subject to City's Power of Termination described in Sections 7.1 and 7.2, and except for the representations, warranties and covenants made by City in Articles 5 and 6 and the matters approved by VCTC pursuant to Section 4.1.2, VCTC is acquiring the Building Parcel in an "AS IS" condition as of the Close of Escrow.
- 1.4 Restriction on Resale of Building Parcel. If following conveyance to VCTC of the Building Parcel, VCTC ever proposes to sell the Building Parcel to an entity other than a governmental agency, then VCTC must give City at least 60 days' written notice of such proposed sale. Upon receipt of such notice, then City may exercise either of the rights provided below:
 - 1.4.1 City may repurchase the Building Parcel (including the Office Building) at fair market value based on an appraisal prepared by an appraiser mutually selected by the parties. The fair market value established by the appraisal will be the purchase price; provided, however, that City will be entitled to deduct from the purchase price its fair share of the original cost of the Building Parcel, which the parties agree for the purposes of this Agreement is \$700,000 ("**Original Cost**"), adjusted as provided below. The Original Cost will be adjusted at the time of the repurchase by City by multiplying the Original Cost by the change in the Consumer Price Index Consumer Price Index, U.S. City Average (all items) for All Urban Consumers (1982-84=100) ("**CPI**"), published by the Bureau of Labor Statistics of the U. S. Department of Labor, from the Closing Date to the date of repurchase by

City. (By way of the example, if the CPI on the Closing Date was 250 and the CPI was 295 on the date of repurchase - a change of 18% - $[45/250]$], then the purchase price would be reduced by \$826,000 $[\$700,000 \times .18 = (\$126,000) + (\$700,000) = \$826,000]$.)

- 1.4.2 City may elect to permit VCTC to sell the Building Parcel to a third party, in which case, upon the sale of the Building Parcel, City will be entitled to be paid from escrow the Original Cost of the Building Parcel as adjusted at the time of the sale by multiplying the Original Cost by the change in the CPI from the Closing Date to the date of close of the escrow for the third party sale in the manner illustrated by the example in Section 1.4.1 above.

ARTICLE 2: PURCHASE PRICE AND OTHER CONSIDERATION

- 2.1 Purchase Price for Building Parcel. The purchase price (“**Purchase Price**”) for the Building Parcel is ONE DOLLAR (\$1.00), which must be paid in cash at the Close of Escrow (defined below).
- 2.2 Improvements to Parking Parcel. As additional consideration for the real property interests conveyed by City under this Agreement, including the easements over the Parking Parcel, VCTC agrees to reimburse City for 50% of the actual costs of the improvement work to the Parking Area on the Parking Parcel as further described in Exhibit G, which work the parties acknowledge is necessary to bring the Parking Area up to a satisfactory, first-class condition for public parking and for special events. The parties acknowledge that the estimated cost of the improvement work described in Exhibit G is approximately \$75,000, of which VCTC’s estimated contribution will be approximately \$37,500. City will provide VCTC at least 30 days’ prior written notice of the proposed contract for the improvement work to the Parking Area before it executes such contract. Upon completion of the improvement work, City will submit to VCTC an invoice for 50% the actual costs of the work along with reasonable supporting documentation of the costs incurred. VCTC must pay such invoice within 30 days of receipt.

ARTICLE 3: CONDITIONS PRECEDENT TO CONVEYANCE OF TITLE TO THE BUILDING PARCEL AND THE GRANT OF EASEMENT OVER THE PARKING PARCEL

- 3.1 Conditions Precedent to City’s Obligations to Sell. The obligation of City to sell the Building Parcel to VCTC is expressly conditioned upon the satisfaction prior to Close of Escrow of each of the conditions set forth in this Section 3.1, each of which is for the benefit of the City and any or all of which may be waived by City, in writing, at City’s option. After the Close of Escrow, any such condition that has not been satisfied will be treated as having been waived in writing. If any condition set forth in this Section 3.1 is not fully satisfied or waived in writing by City, this Agreement may be terminated by City as provided in this Section.
- 3.1.1 Following the Effective Date, VCTC must promptly pursue using reasonable, good faith efforts to obtain the necessary development approvals for the Office Building.

- 3.1.2 All plans for the Office Building will be subject to City review and approval in accordance with the City's building and zoning codes, including design review, and will be subject to the City's applicable fees and charges at VCTC's sole cost.
- 3.1.3 VCTC must obtain at its sole cost all required City approvals for the Office Building and must also obtain a building permit for the Office Building within **two years** of the Effective Date ("**Approval Date**"). City may, in its reasonable discretion, upon written request of VCTC and appropriate supporting evidence or a showing of good cause, grant VCTC an extension or extensions of the Approval Date not to exceed a total of one additional year (i.e., up to three years from the Effective Date).
- 3.1.4 **If VCTC fails to satisfy the requirements of Section 3.1.3 by the Approval Date, as it may be extended, then this Agreement may be terminated by City in its sole discretion upon written notice to VCTC of such termination.**
- 3.2 Conditions Precedent to VCTC's Obligations to Purchase. The obligation of VCTC to purchase the Building Parcel from City is expressly conditioned upon the satisfaction prior to the Close of Escrow of each of the conditions set forth in this Section 3.2, each of which is for the benefit of VCTC and any or all of which may be waived by VCTC, in writing, at VCTC's option. After the Close of Escrow, any such condition that has not been satisfied will be treated as having been waived in writing. Except as expressly noted otherwise in this Section 3.2, VCTC agrees to accept the Building Parcel "AS IS." Notwithstanding the foregoing, if any condition set forth in this Section 3.2 is not fully satisfied or waived in writing by VCTC, this Agreement may be terminated by VCTC.
- 3.2.1 VCTC has reviewed and approved of title to the Property, as evidenced by that certain preliminary title report ("**PTR**") issued by _____ ("**Title Company**"), and dated _____ 2014, and accompanied by copies of all documents referred to in the report, and has also reviewed and approved of all existing easements, covenants, restrictions, leases, agreements or other documents which affect the Property and which are not disclosed by the PTR, or, if no such documents exist, it has received and approved of the certification of City to that effect.
- 3.2.2 On the Closing Date, City is not in default in the performance of any covenant or agreement to be performed by City under this Agreement.
- 3.2.3 On the Closing Date, all representations and warranties made by City in Articles 5 and 6 of this Agreement are true and correct as if made on and as of the Closing Date, without exceptions.
- 3.2.4 The physical condition of the Property will be substantially the same on the Closing Date as on the Effective Date, reasonable wear and tear and loss by casualty excepted, and, as of the Closing Date, there is no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened, which after Closing, would, in VCTC's sole discretion, materially adversely affect the value of the Building Parcel

or the ability of VCTC to utilize the Building Parcel for its intended purposes.

- 3.2.5 On the Closing Date, the Title Company will be unconditionally and irrevocably committed to issue to VCTC a California Land Title Association Owner's Policy (CLTA) of title insurance, containing all endorsements requested by VCTC subject only to the Permitted Exceptions and City's Power of Termination (collectively "**Title Policy**").

ARTICLE 4: CLOSING AND ESCROW

- 4.1 Deposits into Escrow. Within 30 days after VCTC obtains a building permit for the Office Building, the parties will establish an escrow with Camarillo Escrow Company ("**Escrow Company**"), at its office located at 445 Rosewood Avenue, Camarillo, California, 93010. A copy of this Agreement, duly executed by both parties, will be deposited into escrow. Prior to or on the Closing Date, the following must also be deposited into escrow with the Escrow Company:

- 4.1.1 VCTC. VCTC must deposit cash in the amount of the Purchase Price, together with additional funds in an amount necessary for VCTC's share of the closing costs and VCTC's share of prorations, as set forth below.
- 4.1.2 City. City must deposit into escrow prior to the Closing Date all instruments and other documents necessary to remove of record all liens or other encumbrances affecting title to the Building Parcel, as shown in the PTR and as requested by VCTC, and the remaining exceptions are hereby approved by VCTC ("**Permitted Exceptions**");

In addition, City must deposit: (a) a grant deed substantially in the form of the attached Exhibit D ("**Grant Deed**"), duly executed and acknowledged by City; (b) an Easement Agreement with respect to VCTC's rights to use the Parking Parcel substantially in the form of the attached Exhibit E; and (c) a closing statement in form and content satisfactory to both parties.

- 4.1.3 Escrow Instructions. City and VCTC will prepare and file joint escrow instructions with the Escrow Company in accordance with this Agreement.
- 4.1.4 Additional Deposits. City and VCTC will each deposit such other instruments as are reasonably required by the Escrow Company or otherwise required to close the escrow and consummate the purchase of the Building Parcel in accordance with this Agreement.

- 4.2 Close of Escrow.

- 4.2.1 Notice of Closing Date. VCTC will give City and the Escrow Company written notice specifying the actual Closing Date selected by VCTC at least five business days prior to such Closing Date.
- 4.2.2 Closing of Escrow. When all conditions precedent specified in Article 3 have been either satisfied or waived by City or VCTC, and the Escrow Company has received all necessary cash and documents, the Escrow

Company will immediately cause the following to occur (“**Close of Escrow**”):

4.2.2.1 Record Deed and Memorandum of Easement Agreement. Record the Grant Deed and a “Memorandum of Easement Agreement” in substantially the same form as Exhibit A to the Easement Agreement in the Official Records of Ventura County. The date the Deed and Memorandum are recorded is the “**Closing Date**.”

4.2.2.2 Pay to City. Pay to City the Purchase Price.

4.2.2.3 Title Policy. Issue to VCTC the Title Policy described in Section 3.2.5.

4.3 Closing Costs and Prorations.

4.3.1 Closing Costs. VCTC and City will each pay its own attorney’s fees in connection with negotiating this Agreement and closing the contemplated transactions. VCTC and City will split 50/50 the escrow fees and charges. VCTC will pay the title insurance premium for the Title Policy (if a policy of title insurance is desired by VCTC).

4.3.2 Prorations. All current taxes, assessments, utilities, maintenance charges and similar expenses of the Building Parcel, determined using the accrual method of accounting, will be prorated on the basis of a 30-day month between City and VCTC as of the Closing Date, and, to the extent of information then available, such prorations will be made as of the Close of Escrow. Such prorations will be adjusted, if necessary, and completed after the Closing Date as soon as final information becomes available. Such income and expenses of the Building Parcel for the period before the Closing Date will be for the account of City, and such income and expenses for the period on and after the Closing Date will be for the account of VCTC. City will pay all taxes, assessments, and other expenses relating to the Building Parcel that are allocable to the period before the Closing Date.

4.3.3 Possession. Except as otherwise provided in this Agreement, City will transfer possession of the Building Parcel (including the Existing Building) to VCTC on the Closing Date.

ARTICLE 5: REPRESENTATIONS AND WARRANTIES

5.1 Authority.

5.1.1 City’s Authority. City is a municipal corporation created under the laws of the State of California. City has full power and authority to enter into this Agreement and to perform this Agreement. The execution, delivery and performance of this Agreement by City have been duly authorized by all necessary action on the part of City and all required consents and approvals have been duly obtained.

- 5.1.2 VCTC's Authority. VCTC is a public agency created under the laws of the State of California. VCTC has full power and authority to enter into this Agreement and to perform this Agreement. The execution, delivery and performance of this Agreement by VCTC have been duly authorized by all necessary action on the part of VCTC and all required consents and approvals have been duly obtained.
- 5.2 Environmental Compliance. Except as expressly provided below, City represents and warrants to VCTC that during the time in which City owned the Property, neither City nor, to the best of City's knowledge, any third party has used, generated, manufactured, produced, stored, or disposed of on, under, or about the Property or transported to or from the Property any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances, or related injurious materials, whether injurious by themselves or in combination with other materials (collectively "**Hazardous Materials**") and that there is no proceeding or inquiry by any governmental authority (including without limitation, the California State Department of Health Services) with respect to the presence of any such Hazardous Materials on the Property or the migration from or to other property.
- 5.3 Brokers. City has not dealt with any investment adviser, real estate broker or finder, or incurred any liability for any commission or fee to any investment adviser, real estate broker or finder, in connection with the sale of the Building Parcel to VCTC under this Agreement. VCTC has not dealt with any investment adviser, real estate broker or finder, or incurred any liability for any commission or fee to any investment adviser, real estate broker or finder, in connection with the purchase of the Building Parcel by VCTC under this Agreement.
- 5.4 Tax Matters. City is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations thereunder, which require the withholding of tax on the sale of real estate by a foreign person, subject to certain exemptions. No California withholding of tax or reporting pursuant to California Revenue and Taxation Code Sections 18661, 18662 and 18668 will be required with respect to the sale of the Building Parcel by City, which requires the withholding of taxes in connection with the sale of California real property, subject to certain exceptions.

ARTICLE 6: PRE-CLOSING COVENANTS

- 6.1 Maintenance and Operation of the Property. Between the Effective Date and the Closing Date, City will not execute any lease or license affecting the Building Parcel for a period of more than 30-days, without the prior approval of VCTC, which approval may be withheld in the sole discretion of VCTC. Between the Effective Date and the Closing Date, City will maintain and repair the Building Parcel in accordance with reasonable property management practices and will comply with laws applicable to the Building Parcel.
- 6.2 Transfers Prohibited. Between the date of this Agreement and the Closing Date, City may not in any manner sell, convey, assign, transfer, encumber or otherwise dispose of the Property, or any part or interest in the Property.

- 6.3 Personal Injury and Property Damage Prior to Closing Date. City agrees to indemnify and defend VCTC against and hold VCTC harmless from all claims, demands, liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees and disbursements, arising from or based on any condition, event or circumstance relating to the Property that existed or occurred before the Closing Date, or any personal injury or property damage occurring in, on or about the Property before the Closing Date.

ARTICLE 7: POST CLOSING CONSTRUCTION AND USE COVENANTS

7.1 Development of the Office Building and the Parking Area Improvements.

- 7.1.1 Following the Closing Date, VCTC must promptly pursue, using reasonable, good faith efforts, the construction of the Office Building.
- 7.1.2 VCTC, at its sole cost, must use reasonable efforts to obtain the right to use the Pleasant Valley School District ("**School District**") property adjacent to the Property as a staging area for construction activity for the Office Building in order to minimize impacts on the public use of the Parking Parcel.
- 7.1.3 If VCTC is unable to obtain such rights following good faith efforts to negotiate with the School District, then City will permit VCTC to use the Parking Parcel for construction staging activities upon such terms and conditions as the parties may reasonably agree upon in writing.
- 7.1.4 VCTC must obtain a Certificate of Occupancy ("**COC**") for the Office Building within **four years** of the Effective Date ("**Completion Date**"). City may, in its reasonable discretion, upon written request of VCTC and appropriate supporting evidence or a showing of good cause, grant VCTC an extension or extensions of the Completion Date not to exceed a total of one additional year (i.e., up to five years from the Effective Date).
- 7.1.5 **If VCTC fails to satisfy the requirements of Section 7.1.4 by the Completion Date, as it may be extended, then City may exercise the "Power of Termination" vested in City under the Grant Deed and cause the Building Parcel to be reconveyed to City as provided in the Grant Deed.**

- 7.2 Restriction on Use of Building Parcel and Power of Termination. VCTC agrees that the Office Building must be used primarily for public purposes related to the purpose and operation of VCTC or for other governmental or non-profit uses except with the City's written consent, which it may withhold in its sole discretion. As used in this Agreement and in the Grant Deed, the phrase "primarily for public purposes" means that at least 75% of the usable area within the Office Building must be used or leased for governmental or non-profit uses; provided, however that if after reasonable efforts VCTC is unable to find sufficient governmental or non-profit tenants to meet the 75% threshold, then VCTC may lease more than 25% of the usable area within the Office Building to private tenants. City will be entitled to a 50% share of the net rent from these private tenants beyond the 25% threshold on a quarterly basis. City will be entitled to this share of the net rents

only until such time as the City has recouped the Original Cost of the Building Parcel as adjusted by the CPI at the time of lease in the manner illustrated in Section 1.4.1 of this Agreement or the number of private tenants declines to 25% or less. Under no circumstances may private tenants occupy more than 49% of the usable area within the Office Building. VCTC will provide City with at least 14 days' advance written notice of any such proposed lease, license or easement agreement with a private tenant, including a copy of the proposed instrument. VCTC's use of the Building Parcel is subject to the Power of Termination vested in City in the event that the Office Building is not used primarily for public purposes in the manner described in this Section. Such Power of Termination may be exercised in the manner provided in the Grant Deed.

ARTICLE 8: GENERAL PROVISIONS

- 8.1 Binding on Successors. The terms, covenants, and conditions of this Agreement are binding upon and will inure to the benefit of the successors and assigns of the parties.
- 8.2 Entire Agreement. This Agreement contains all of the covenants, conditions, and agreements between the parties with respect to the purchase, sale and development of the Building Parcel and the grant of easements over and use of the Parking Parcel, and supersedes all prior correspondence, agreements, and understandings, both verbal and written, between the parties with respect to the subject matter of this Agreement. No addition or modification of any term or provision of this Agreement will be effective unless set forth in writing and signed by both City and VCTC.
- 8.3 Attorney's Fees. In the event either party to this Agreement institutes legal action to interpret or enforce the terms of this Agreement, or to obtain money damages, the prevailing party will be entitled to recover from the other, in addition to costs and judgment as awarded by the court, its attorney's fees and disbursements incurred by such prevailing party in such action or proceeding and in any appeal in connection with such action or proceeding. If such prevailing party recovers a judgment in any such action, proceeding or appeal, all such costs, expenses and attorneys' fees and disbursements incurred will be included in and as a part of such judgment. The prevailing party includes without limitation a party who dismisses an action or proceeding for recovery hereunder in exchange for consideration substantially equal to the relief sought in the action or proceeding.
- 8.4 Notices. All notices or other communications required or permitted under this Agreement must be in writing and must be delivered either by hand (including by courier or reputable overnight delivery service) or deposited in the United States Mail, registered or certified mail, postage prepaid, and addressed as follows:

To City: City Manager
 City of Camarillo
 601 Carmen Drive
 Camarillo, California 93011

To VCTC: Executive Director
 Ventura County Transportation Commission

950 County Square Drive
Ventura, California 93003

Notices which are delivered by hand or overnight delivery will be deemed received upon delivery; notices which are deposited in the United States Mail in accordance with the terms of this Section will be deemed received three days after the date of mailing. The foregoing addresses may be changed by notice to the other party as provided in this section.

- 8.5 Governing Law; Venue. This Agreement is be governed by the laws of the State of California. In any suit, action, or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court in and for the County of Ventura.
- 8.6 Time. Time is of essence of every provision herein contained in this Agreement.
- 8.7 Counterparts. This Agreement may be executed in counterparts, each of which will be an original, but all counterparts will constitute one agreement.
- 8.8 Exhibits. All attached exhibits are incorporated by reference and made a part of this Agreement.
- 8.9 Interpretation. City and VCTC acknowledge that each party has reviewed and revised this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any document executed and delivered by either party in connection with the transactions contemplated by this Agreement. All parties have been represented by counsel in the preparation and negotiation of this Agreement, and this Agreement will be construed according to the fair meaning of its language.
- 8.10 Further Assurances. From and after the date of this Agreement, City and VCTC agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.
- 8.11 Partial Invalidity. If any provision of this Agreement is determined by a proper court to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement and this Agreement will remain in full force and effect without such invalid, illegal or unenforceable provision.
- 8.12 Waivers. No waiver of any provision of this Agreement or any breach of this Agreement will be effective unless such waiver is in writing and signed by the waiving party and any such waiver will not be deemed a waiver of any other provision of this Agreement or any other or subsequent breach of this Agreement.

[Signatures on the following page.]

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF THE PARTIES have executed this Agreement effective as of the date first above written.

VCTC:
VENTURA COUNTY TRANSPORTATION
COMMISSION

By: _____
_____, Chair of the Board of Directors

APPROVED AS TO SUBSTANCE FOR
VCTC:

By: _____
Darren Kettle, Executive Director

APPROVED AS TO FORM FOR VCTC:

DISTRICT COUNSEL

By: _____
Steven T. Mattas, Legal Counsel

CITY:
CITY OF CAMARILLO

By: _____
Bruce Feng, City Manager

ATTEST:

By: _____
Jeffrie Madland, City Clerk

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____
Donald M. Davis, Assistant City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B

DEPICTION OF PROPERTY

EXHIBIT C

DESCRIPTION AND DEPICTION OF PROPOSED BUILDING PARCEL

[TO BE ADDED WHEN FINAL]

EXHIBIT D

FORM OF GRANT DEED

EXHIBIT E

FORM OF EASEMENT AGREEMENT

EXHIBIT F

DESCRIPTION AND DEPICTION OF PARKING PARCEL

[TO BE ADDED WHEN FINAL]

EXHIBIT G

DESCRIPTION OF IMPROVEMENTS TO PARKING PARCEL

The Parking Area will require a resurfacing, which will involve a 2-inch deep, full width grind, some localized pavement repairs, localized root damage repairs to concrete and pavement, a 2-inch thick asphalt concrete overlay, thermoplastic striping/markings, handicapped accessible parking per standards (including marking/signs/etc.), adjusting parking curb stops, and other appurtenant work. VCTC will also cause to be installed at least two electric vehicle charging stations in the Parking Area in such locations as the City and VCTC may mutually agree upon.

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