

AGREEMENT FOR ACQUISITION  
AND ESCROW INSTRUCTIONS

This AGREEMENT FOR ACQUISITION AND ESCROW INSTRUCTIONS ("Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2024, and constitutes an agreement by which Richard C. Bemis ("Seller"), agrees to sell, and the CITY OF HUNTINGTON BEACH, a California municipal corporation ("Buyer"), agrees to purchase on the terms and conditions hereinafter set forth:

That certain real property described in Exhibit "A" attached hereto, bearing Orange County Assessor's Parcel Numbers 110-152-23 and 110-182-11 ("Property").

The terms and conditions of this Agreement and the instructions to First American Title ("Escrow Holder") with regard to the escrow ("Escrow") created pursuant hereto are as follows:


1. Purchase and Sale. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon the terms and conditions herein set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property shall be FIFTY THOUSAND DOLLARS (\$50,000). This sum shall be full payment for the Property and for all damages of every kind and nature, including, but not limited to, pre-condemnation damages, loss of rental income and severance damages suffered, any and all claims suffered, or to be suffered, by reason of the acquisition of the Property.

3. Acknowledgment of Full Benefits and Release.

a. By execution of this Agreement, Seller, on behalf of himself and his respective successors and assigns, hereby acknowledges that this Agreement provides full payment for the acquisition of the Property by Buyer, and Seller hereby expressly and unconditionally waives any and all claims for damages, relocation assistance benefits, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable pre-condemnation conduct, or any other compensation or benefits, other than as already expressly provided for in this Agreement, it being understood that this is a complete and full settlement of all acquisition claims, liabilities or benefits of any type or nature whatsoever relating to or in connection with Buyer's acquisition of the Property.

b. This Agreement arose out of Buyer's efforts to acquire the Property on a voluntary basis. Seller acknowledges and agrees that said purchase price is just compensation at fair market value for said real property and includes any and all fixtures and equipment, goodwill (if any) and severance. Seller, on behalf of himself and his successors and assigns, hereby fully releases Buyer, its successors, agents, representatives, and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of Buyer's efforts to acquire the Property or to construct works of improvement

  
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thereon, or any preliminary steps thereto. Seller further releases and agrees to hold Buyer harmless from any and all claims by reason of any leasehold interest in the Property. This release shall survive the Close of Escrow.

- c. The parties hereto hereby agree that all rights under Section 1542 of the Civil Code of the State of California are hereby waived. Civil Code Section 1542 provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his/her favor at the time of executing the release, which if known by him/her must have materially affected his/her settlement with the debtor."

Notwithstanding the provisions of Civil Code Section 1542, Seller hereby irrevocably and unconditionally releases and forever discharges the Buyer and each and all of its officers, agents, directors, supervisors, employees, representatives, and its successors and assigns and all persons acting by, through, under, or in concert with the Buyer from any and all charges, complaints, claims, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected (hereinafter referred to as "claim" or "claims") which Seller at any time heretofore had or claimed to have or which Seller at any time hereafter may have or claim to have, including, without limitation, any and all claims related or in any manner incidental to this transaction.

I HAVE READ AND UNDERSTOOD PARAGRAPH 3 Acknowledgment of Full Benefits and Release.

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4. Payment of Purchase Price. The Purchase Price for the Property shall be payable by Buyer as follows: Upon the Close of Escrow, Buyer shall deposit or cause to be deposited with Escrow Holder, in cash or by a certified or bank cashier's check made payable to Escrow Holder or a confirmed wire transfer of funds, the Purchase Price plus or minus Escrow Holder's estimate of Buyer's closing costs, prorations and charges payable pursuant to this Agreement. All escrow, recording and title insurance costs to be paid by Buyer.

5. Escrow.

- a. Opening of Escrow. For purposes of this Agreement, the Escrow shall be deemed opened on the date Escrow Holder shall have received an executed counterpart of this Agreement from both Buyer and Seller ("Opening Date"). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened and the Closing Date, as defined in Paragraph 5(b), below. In addition, Buyer and Seller agree to execute, deliver, and be bound by any reasonable or customary supplemental escrow instructions of Escrow Holder, or other instruments as may reasonably be required by Escrow Holder, in order to consummate the transaction contemplated by this Agreement. Any such

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supplemental instructions shall not conflict with, amend, or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

b. Close of Escrow. For purposes of this Agreement, "Close of Escrow" shall be defined as the date that the Grant Deed, conveying the Property to Buyer, is recorded in the Official Records of Orange County, California. This Escrow shall close within **sixty (60) days** of the Opening Date ("Closing Date").

6. Conditions of Title. It shall be a condition to the Close of Escrow and a covenant of Seller that title to the Property shall be conveyed to Buyer by Seller by the Grant Deed, subject only to the following Approved Conditions of Title ("Approved Condition of Title"):

a. A lien to secure payment of real estate taxes, not delinquent.

b. The lien of supplemental taxes assessed pursuant to Chapter 3.5, commencing with Section 75 of the California Revenue and Taxation Code ("Code"), but only to the extent that such supplemental taxes are attributable to the transaction contemplated by this Agreement. Seller shall be responsible for, and hereby indemnifies Buyer and the Property against, any supplemental taxes assessed pursuant to the Code, to the extent that such taxes relate to events (including, without limitation, any changes in ownership and/or new construction) occurring prior to the Close of Escrow.

c. Matters affecting the Approved Condition of Title created by or with the written consent of Buyer.

d. Exceptions which are disclosed by the Report described in Paragraph 8(a)(1) hereof and which are approved or deemed approved by Buyer in accordance with Paragraph 8(a)(1) hereof.

Seller covenants and agrees that during the term of this Escrow, Seller will not cause or permit title to the Property to differ from the Approved Condition of Title described in this Paragraph 6. Any liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way, or other matters affecting the Approved Condition of Title which may appear of record or be revealed after the date of the Report described in Paragraph 8(a)(1) below, shall also be subject to Buyer's approval and must be eliminated or ameliorated to Buyer's satisfaction by Seller prior to the Close of Escrow as a condition to the Close of Escrow for Buyer's benefit. Buyer hereby objects to all liens evidencing monetary encumbrances affecting the Property (other than liens for non-delinquent property taxes) and Seller agrees to cause all such liens to be eliminated at Seller's sole cost and expense prior to the Closing Date.

7. Title Policy. Title shall be evidenced by the willingness of the Title Company to issue its CLTA Standard Form Policy or Binder of Title Insurance ("Title Policy") in the amount of the Purchase Price showing title to the Property vested in Buyer subject only to the Approved Condition of Title.



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8. Conditions to Close of Escrow.

a. Conditions to Buyer's Obligations. The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions for Buyer's benefit on or prior to the dates designated below for the satisfaction of such conditions:

(1) Preliminary Title Report and Exceptions. Immediately after escrow is opened as provided herein, City agrees to cause First American Title to issue a Preliminary Title Report relating to the Property. Within fifteen (15) days after escrow has been opened, the City will cause First American Title to issue an Amendment to Escrow Instructions, which indicates those title exceptions that the City will accept. Seller will have ten (10) days after receipt of such amendment to review and approve it. In the event of non-approval, escrow will fail and each party will instruct First American Title to cancel the escrow.

(2) Representations, Warranties, and Covenants of Seller. Seller shall have duly performed each and every agreement to be performed by Seller hereunder.

(3) No Material Changes. At the Closing Date, there shall have been no material adverse changes in the physical or financial condition of the Property.

(4) Inspections and Studies. On or before **thirty (30) days** after Opening Date ("Due Diligence Period"), Buyer shall have approved the results of any and all inspections, investigations, tests and studies (including, without limitation, investigations with regard to governmental regulations, engineering tests, soil and structure investigation and analysis, seismic and geologic reports) with respect to the Property (including all structural and mechanical systems and leased areas) as Buyer may elect to make or obtain. The failure of Buyer to disapprove said results on or prior to the expiration of the Due Diligence Period shall be deemed to constitute Buyer's approval of the results. The cost of any such inspections, tests and studies shall be borne by Buyer. During the term of this Escrow, Buyer, its agents, contractors and subcontractors shall have the right to enter upon the Property, at reasonable times during ordinary business hours, to make any and all inspections and tests as may be necessary or desirable in Buyer's sole judgment and discretion. Buyer shall use care and consideration in connection with any of its inspections. Buyer shall indemnify and hold Seller and the Property harmless from any and all damage arising out of, or resulting from the negligence of Buyer, its agents, contractors and/or subcontractors in connection with such entry and/or activities upon the Property.

(5) Council Approval. The completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Buyer by action of the Buyer's City Council.

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(6) Condition of Property. The Property is sold in its present condition as of the date of acceptance subject to the Buyer's investigation rights.

(7) Appraisal. During the Due Diligence Period, Buyer shall have the right to obtain an appraisal of the Property's fair market value at Buyer's sole cost and expense. If the appraised fair market value of the Property is less than the Purchase Price, Buyer may cancel this transaction without penalty. Alternatively, if the appraised fair market value of the Property is less than the Purchase Price, the Parties may agree to adjust the Purchase Price to match the appraised fair market value.

b. Conditions to Seller's Obligation. For the benefit of Seller, the Close of Escrow shall be conditioned upon the occurrence and/or satisfaction of each of the following conditions (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions):

(1) Buyer's Obligations. Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer, and


(2) Buyer's Representations. All representations and warranties made by Buyer to Sellers in this Agreement shall be true and correct as of the Close of Escrow.

9. Deposits by Seller. At least **one (1) business day prior** to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents and instruments:

a. California Withholding Exemption Certificate. A California Withholding Exemption Certificate (or in the event the Seller is a non-California resident, a certificate issued by the California Franchise Tax Board) pursuant to the Revenue and Taxation Code Sections 18805 and 26131, as may be amended, stating either the dollar amount of withholding required from Seller's proceeds or that Seller is exempt from such withholding requirement.

b. Grant Deed. The Grant Deed conveying the Property to Buyer duly executed by Seller, acknowledged and in recordable form.

10. Deposits by Buyer. Buyer shall deposit, or cause to be deposited with Escrow Holder, the funds which are to be applied toward the payment of the Purchase Price in the amounts and at the times designated in Paragraph 4 above (as reduced or increased by the prorations, debits and credits hereinafter provided).

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11. Costs and Expenses. The cost and expense of the Title Policy attributable to CLTA coverage shall be paid by Buyer. The escrow fee of Escrow Holder shall be paid by Buyer. Buyer shall pay all documentary transfer taxes, if any, payable in connection with the recordation of the Grant Deed. The amount of such transfer taxes shall not be posted on the Grant Deed, but shall be supplied by separate affidavit. Buyer shall pay the Escrow Holder's customary charges to Buyer and Seller for document drafting, recording, and miscellaneous charges. If, as a result of no fault of Buyer or Seller, Escrow fails to close, Buyer shall pay all of Escrow Holder's fees and charges. Penalties for prepayment of bona fide obligations secured by any existing deed of trust or mortgage shall be waived pursuant to Civil Code Procedures Section 1265.240.

12. Prorations. The following prorations shall be made between Seller and Buyer on the Closing Date, computed as of the Closing Date:

a. Taxes. Real and personal property taxes and assessments on the Property shall be prorated on the basis that Seller is responsible for (i) all such taxes for the fiscal year of the applicable taxing authorities occurring prior to the "Current Tax Period," and (ii) that portion of such taxes for the Current Tax Period determined on the basis of the number of days which have elapsed from the first day of the Current Tax Period to the Closing Date, inclusive, whether or not the same shall be payable prior to the Closing Date. The phrase "Current Tax Period" refers to the fiscal year of the applicable taxing authority in which the Closing Date occurs. In the event that as of the Closing Date the actual tax bills for the year or years in question are not available, and the amount of taxes to be prorated as aforesaid cannot be ascertained, then rates and assessed valuation of the previous year, with known changes, shall be used, and when the actual amount of taxes and assessments for the year or years in question shall be determinable, then such taxes and assessments will be reprorated between the parties to reflect the actual amount of such taxes and assessments.

b. No Rental Pro-rations. Pursuant to Paragraph 22(n) Seller warrants that there are no tenants or written or oral leases on all or any portion of the Property and the Escrow Holder is hereby instructed not to perform any rental pro-rations at the Close of Escrow.

13. Disbursements and Other Actions by Escrow Holder. Upon the Close of Escrow, the Escrow holder shall promptly undertake all of the following in the manner indicated:

a. Prorations. Prorate all matters referenced herein, based upon the statement delivered into Escrow signed by the parties.

b. Recording. Cause the Grant Deed and any other documents, which the parties hereto may mutually direct, to be recorded in the Official Records of Orange County, California, in the order set forth in this subparagraph. Escrow Holder is instructed not to affix the amount of documentary transfer tax on the face of the Deed, but to supply same by separate affidavit.

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c. Funds. Disburse from funds deposited by Buyer with Escrow Holder toward payment of all items chargeable to the account of Buyer, pursuant thereto in payment of such costs, and disburse the balance of such funds, if any, to Buyer.

d. Documents to Buyer. Deliver the Seller's Certificate and Bill of Sale, executed by Sellers, and, when issued, the Title Policy to Buyer.

e. Pay demands of existing lienholders. Escrow Holder is hereby authorized and instructed to cause the reconveyance, or partial reconveyance, as the case may be, of any such monetary exceptions to Buyer's title to the Property at or prior to the Close of Escrow.

14. Seller's Representations and Warranties. In consideration of Buyer entering into this Agreement, and as an inducement to Buyer to purchase the Property, Seller makes the following representations and warranties, each of which is material and is being relied upon by Buyer (and the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder):

a. Authorization. This Agreement has been duly and validly authorized, executed and delivered by Seller, and no other action is requisite to the execution and delivery of this Agreement by Seller.

b. Threatened Actions. There are no actions, suits or proceedings pending against, or, to the best of Seller's knowledge, threatened or affecting the Property in law or equity.

c. Third Party Consents. No consents or waivers of, or by, any third party are necessary to permit the consummation by Seller of the transactions contemplated pursuant to this Agreement.

d. No Violation of Law. To the best of Seller's knowledge, there is no violation of law or governmental regulation by Seller with respect to the Property.

e. Condemnation. There is no pending, or, to the best of Seller's knowledge, threatened proceedings in eminent domain or otherwise, which would affect the Property or any portion thereof.

f. Compliance with Law. To the best of Seller's knowledge, all laws, ordinances, rules, and requirements and regulations of any governmental agency, body, or subdivision thereof bearing on the Property have been complied with by Seller.

g. Agreements. There are no agreements (whether oral or written) affecting or relating to the right of any party with respect to the possession of the Property, or any portion thereof, which are obligations which will affect the Property or any portion thereof subsequent to the recordation of the Grant Deed, except as may be reflected in the

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Condition of Title, which shall have been approved by Buyer pursuant to the terms of this Agreement.

h. Documents. To the best of Seller's knowledge, all documents delivered to Buyer and Escrow Holder pursuant to this Agreement are true and correct copies of originals, and any and all information supplied to Buyer by Seller is true and accurate.

i. Licensed Permits. To the best of Seller's knowledge, Seller has acquired all licenses, permits, easements, rights-of-way, including without limitation, all building and occupancy permits from any governmental authority having jurisdiction.

j. Hazardous Substances. Except as revealed by Seller to Buyer herein, Seller has no actual knowledge that there are hazardous substances (as defined below) in existence on or below the surface of the Property, including without limitation, contamination of the soil, subsoil or groundwater, which constitutes a violation of any law, rule, or regulation of any governmental entity having jurisdiction thereof, or which exposes Buyer to liability to third parties. Seller has not used the Property, or any portion thereof, for the production, disposal, or storage of any hazardous substances, and Seller has no actual knowledge that there has been such prior use of the Property, or any portion thereof; or that there has been any proceeding or inquiry by any governmental authority with respect to the presence of such hazardous substances on the Property or any portion thereof. Without limiting the other provisions of this Agreement, Seller shall cooperate with Buyer's investigation of matters relating to the foregoing provisions of this paragraph, and provide access to, and copies of, any data and/or documents dealing with potentially hazardous substances used at the Property and any disposal practices followed. Seller agrees that Buyer may, with Seller's prior approval, make inquiries of governmental agencies regarding such matters, without liability to Seller for the outcome of such discussions. For purposes of this Agreement, the term "hazardous substances" means: (i) any substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environment Response, Compensation and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Hazardous Material Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the California Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage or Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above-cited California state statutes are hereinafter collectively referred to as "the



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State Toxic Substances Laws") or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous or toxic substance hereafter in effect; (ii) any substance, product, waste, or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (iii) petroleum or crude oil other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (iv) asbestos.

k. Reserved.

l. Pollutants. No pollutants or waste materials from the Property have ever been discharged by Seller into any body of water, and Seller has no actual knowledge of any such pollution emission by any other person or entity.

m. Waste Disposal. No portion of the Property has ever been used by Seller as a waste storage or disposal site, and Seller is not aware of any such prior uses.

n. No Notices. Seller has received no written notice of any change contemplated in any applicable laws, ordinances or restrictions, or any judicial or administrative action, or any action by adjacent landowners, or natural or artificial conditions upon the Property which would prevent, impede, limit, or render more costly Buyer's contemplated use of the Property.

15. Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement, and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder):

a. This Agreement and all documents executed by Buyer under this Agreement which are to be delivered to Seller are, or at the time of Close of Escrow will be, duly authorized, executed, and delivered by Buyer, and are, or at the Close of Escrow will be legal, valid, and binding obligations of Buyer, and do not, and at the Close of Escrow will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

b. The representations and warranties of Buyer set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

16. Damage or Condemnation Prior to Closing. Seller shall promptly notify Buyer of any knowledge by Seller of casualty to the Property or any condemnation proceeding commenced

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prior to the Close of Escrow. If any such damage or proceeding relates to, or may result in, the loss of any material portion of the Property, Seller or Buyer may, at their option, elect either to:

- (a) terminate this Agreement, in which event all funds deposited into Escrow by Buyer shall be returned to Buyer and neither party shall have any further rights or obligations hereunder, or
- (b) continue the Agreement in effect, in which event upon the Close of Escrow Buyer shall be entitled to any compensation, awards, or other payments or relief resulting from such casualty or condemnation proceeding.

17. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested. Notice shall be deemed received upon the earlier of (a) if personally delivered, the date of delivery to the address of the person to receive such notice, or (b) if mailed, four business days after the date of posting by the United States Post Office.

The Buyer's mailing address is:

The Sellers' mailing address is:

City of Huntington Beach  
Public Works Department  
Attn: William Krill  
2000 Main Street, P.O. Box 190  
Huntington Beach, CA 92648

Richard C. Bemis, c/o  
David A. Bradley, his attorney in fact  
2031 Terraza Place  
Fullerton, CA 92835

Notice of change of address shall be given by written notice in the manner detailed in this paragraph. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to constitute receipt of the notice, demand, request, or communication sent.

18. Legal Fees. In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the non-prevailing party.

19. Assignment. Seller may not assign, transfer or convey its rights or obligations under this Agreement without the prior written consent of Buyer, and then only if Seller's assignee assumes in writing all of Seller's obligations hereunder; provided, however, Seller shall in no event be released from its obligations hereunder by reason of such assignment.

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20. Seller's Indemnification. Seller hereby agreed to indemnify, defend and hold harmless Buyer from and against any and all obligations, liabilities, claims, liens, encumbrances, losses, damages, costs and expenses, including without limitation, attorneys' fees, whether direct, contingent, or consequential, incurred by Buyer relating to the Property and arising or accruing from acts, occurrences, or matters that take place on or before the Close of Escrow or resulting from any breach by Seller of his representations, warranties and covenants contained in this Agreement.

21. Brokerage Commissions. Upon close of escrow, Seller agrees to pay compensation to his Broker, if any, as specified in separate written agreement between Seller and Broker. Seller agrees that should any claim be made for brokerage commissions or finder's fees by any broker, agent, finder or similar entity, by, through or on account of any acts of Seller or its agent, employees or representatives, Seller will indemnify, defend and hold the Buyer free and harmless from and against any and all loss, liability, cost, damage and expense (including attorneys' fees and court costs) in connection therewith. Seller agrees to pay, at their sole cost and expense, when due, any and all brokerage commissions incurred by Seller heretofore or hereafter incurred prior to close of escrow.

22. Miscellaneous.

a. Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Grant Deed and the Close of Escrow.

b. Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated, and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

c. Time of Essence. Time is of the essence of each and every term, condition, obligation, and provision hereof.

d. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

e. Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

f. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.



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g. Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference.

h. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

i. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

j. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with the exception of definitions to be construed under Federal laws cited in Paragraph 14(j).

k. Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

l. Entire Agreement. This Agreement supersedes any prior agreements, negotiations, and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.

m. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

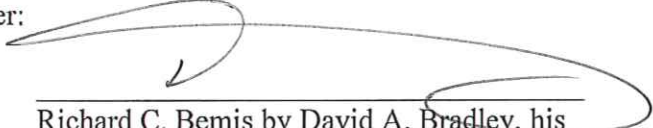
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n. Leases. Seller warrants that there are no tenants or written or oral leases on all or any portion of the property and Seller further agrees to hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses, including relocation assistance costs, occasioned by reason of any lease of said property held by any tenant of Seller.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DATED: 6/5/24

Seller:

  
Richard C. Bemis by David A. Bradley, his  
attorney in fact

DATED: \_\_\_\_\_

Buyer:

CITY OF HUNTINGTON BEACH  
A California municipal corporation

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

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REVIEWED AND APPROVED:

\_\_\_\_\_  
City Manager

INITIATED AND APPROVED:

  
\_\_\_\_\_  
Director of Public Works

  
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
  
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EXHIBIT A  
LEGAL DESCRIPTION  
(APN 110-152-23 and 110-182-11)

That certain real property in the City of Huntington Beach, County of Orange, State of California, described as follows:

Parcel 1: Lot 36, in Tract 32, as per map thereof recorded in Book 9, Page 31 of Miscellaneous Maps, Records of Orange County, California.

Parcel 2: Lot 11, in Tract 45, as per map thereof recorded in Book 9, Page 34, of Miscellaneous Maps, Records of Orange County, California