

**ADDENDUM TO THE AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS**

THIS ADDENDUM TO THE AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (“**Addendum**”) is made this 31 day of July, 2023 (“**Effective Date**”) by and between TRIUNFO WATER & SANITATION DISTRICT (formerly known as TRIUNFO COUNTY SANITATION DISTRICT), a California special district (“**Seller**” or “**TWSD**”) and the BELL CANYON COMMUNITY SERVICES DISTRICT, a California special district (“**Buyer**” or “**BCCSD**”). Buyer and Seller are sometimes individually referred to as a “**Party**” and jointly as the “**Parties**.”

This Addendum is deemed attached to, a part of, and incorporated into that certain Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions, dated as of March 27, 2023, by and between Buyer and Seller (the “**Purchase Agreement**”; as modified by this Addendum, the “**Agreement**”), relating to the real property of approximately 0.92 acres of unimproved real property located on the south side of Bell Canyon Road within the Bell Canyon community in the unincorporated part of the County of Ventura, State of California, as identified as Assessor’s Parcel Number 685-006-023 (the “**Property**”).

1. **Seller’s Name**. Currently, the official name of Seller is “Triunfo Water & Sanitation District”. Seller is the owner of the Property, which it acquired from Ventura County Waterworks District No. 17 and the County of Ventura, via grand deed, recorded on January 24, 1984 as Instrument No. 9027 in the Official Records of the County of Ventura (“**1984 Grant Deed**”). The 1984 Grant Deed listed Seller’s name as “Triunfo County Sanitation District”. Prior to its current name, Seller was previously known as “Triunfo County Sanitation District”, which provided wastewater/sewer services within its jurisdiction. Seller expanded its services to include potable water services, and changed its name in 2019 via Resolution No. 2019-005 to “Triunfo Water & Sanitation District.” Accordingly, Seller is the same entity that acquired title to the Property in 1984 and is the current owner of the Property.

2. **Amendment to Agreement Section 5.2 [Closing Date]**. Section 5.1 to the Agreement shall be amended to read as follows:

5.1 Closing Date. The Parties desire that the Escrow close no later than ~~fifteen (15) days after the expiration of the Due Diligence Period (as defined below)~~ **August 15, 2023** (“**Closing Date**”). The terms “**Close of Escrow**,” “**Closing**” and/or “**Closing Date**” shall mean the date the Grant Deed is recorded in the Official Records of San Bernardino County.

3. **Amendment to Agreement Section 6.1 [Approval of Title]**. Section 6.1 to the Agreement shall be amended to read as follows:

6.1 Approval of Title. Promptly following execution of this Agreement, ~~but in no event later than (5) business days following Opening of Escrow~~, Buyer, at its sole cost and expense, shall obtain a Preliminary Title Report (“**PTR**”) issued through Fidelity National Title (“**Title Company**”), describing the state of title of the Property, together with copies of all exceptions and a map plotting all easements specified therein. Buyer shall notify Seller in writing (“**Buyer’s Title Notice**”) of

Buyer's approval of all matters contained in the PTR or of any objections Buyer may have to title exceptions or other matters ("**Disapproved Exceptions**") contained in the PTR ~~within five (5) business days of receiving the PTR.~~ by July 31, 2023. Buyer must accept any and all exceptions created by its own actions. If Buyer fails to deliver Buyer's Title Notice within said period, Buyer shall be conclusively deemed to have approved the PTR and all matters shown therein.

4. **Revised Exhibit "E" [License Option Agreement]**. The parties agree to update Exhibit "E" [License Option Agreement] of the Agreement with the attached Exhibit "E" [License Option Agreement].

5. **Counterparts**. This Addendum may be executed in any number of counterparts, which when taken together shall constitute one agreement.

Signature page follows

IN WITNESS WHEREOF, Buyer and Seller have executed this Addendum as of the date first written above.

Buyer:

BELL CANYON COMMUNITY SERVICES DISTRICT, a California special district

By: _____
Michael Robkin, President

Seller:

TRIUNFO WATER & SANITATION DISTRICT

By: _____
Mark Norris, General Manager

ATTEST:

By: _____
Gregory McHugh, Interim General Manager/Secretary

APPROVED AS TO FORM:

Aleshire & Wynder, LLP



Pam K. Lee, General Counsel

APPROVED AS TO FORM:

Arnold, LaRochelle, Mathews, VanConas & Zirbel, LLP

Dennis P. McNulty, General Counsel

EXHIBIT "E" TO PURCHASE AND SALE AGREEMENT

LICENSE OPTION AGREEMENT

This License Option Agreement (this "**Agreement**") is entered into as of _____, ____ 2023, by and between BELL CANYON COMMUNITY SERVICES DISTRICT, a California special district ("**Licensor**"), and TRIUNFO WATER & SANITATION DISTRICT, a California special district ("**Licensee**"). For good and valuable consideration, Licensor and Licensee agree as follows:

RECITALS

A. Licensor and Licensee have entered into that certain Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions dated March 27, 2023 ("**Purchase Agreement**"), under which Licensor shall acquire from Licensee at Closing approximately 0.92 acres of unimproved real property located on the south side of Bell Canyon Road within the Bell Canyon community in the unincorporated part of the County of Ventura, State of California, identified as Assessor's Parcel Number 685-006-023 ("**Property**").

B. Following the sale of the Property to Licensor, Licensee desires to use the Property for a limited time to store equipment and materials during an upcoming construction project and Licensor is willing to permit Licensee to utilize the Property for such purposes.

C. As part of the consideration for the purchase of the Property under the Purchase Agreement, Licensor has agreed to grant Licensee an option to license the Property on the terms and conditions set forth below.

NOW THEREFORE, for and in consideration of the mutual, covenants and agreements set forth herein and in the Purchase Agreement, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties do hereby agree as follows:

1. OPTION TO LICENSE.

(a) Grant of Option. Licensor hereby grants to Licensee one (1) irrevocable option to license the Property for a period not to exceed forty-five (45) days for the purposes set forth below ("**Option**").

(b) Exercise of Option. Licensee shall exercise the Option by delivering written notice to Licensor at any time on or before September 1, 2023 ("**Notice**"). If Licensee fails to timely deliver the Notice to Licensor with the prescribed period, time being expressly of the essence, the Option shall lapse, and this Agreement shall be of no further force or effect.

2. TERM.

The term of the License shall commence upon the date designated by Licensee in the Notice and shall terminate forty-five (45) days thereafter ("**Term**").

3. USE OF THE PROPERTY.

(a) Permitted Use. During the Term, Licensee may use the Property for purposes of storing and maintaining materials and equipment utilized by Licensee on its relining project. Licensee shall not use or permit the Property to be used for any other purpose.

(b) Compliance with Laws. During the Term, Licensee shall comply with, and shall not use the Property in any manner which conflicts with, any and all present and future laws, statutes, zoning restrictions, ordinances, orders, regulations, directions, rules and requirements of all governmental authorities having jurisdiction over the Property, including any and all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, toxic or hazardous materials.

(c) Maintenance Obligations of Licensee. During the Term, Licensee shall, at Licensee's own cost and expense, keep the Property and the personal property and equipment thereon in good, clean and sanitary order, condition and repair. Licensee may remove, restore and/or replace its personal property and equipment thereon as and when Licensee deems necessary in its business judgment.

4. INSURANCE.

Throughout the Term, Licensee shall maintain, at Licensee's expense, commercial public liability insurance insuring Licensee's activities with respect to the Property against loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in, upon or about the Property, in an amount of not less than \$1,000,000.00 for each personal injury, \$1,000,000 for each occurrence and \$500,000.00 for each damage to property. Such insurance shall name Licensor as an additional insured.

5. INDEMNIFICATION. Licensee shall indemnify, protect, defend and forever save Licensor and the Property free and harmless from and against any and all liability, penalties, losses, damages, costs and expenses, demands, causes of action, claims or judgments arising from or growing out of any injury or injuries to any person or persons or any damage or damages to any property as a result of any accident or other occurrence during the term of this Agreement occasioned by any act, or acts of Licensee, its officers, employees, agents, licensees, contractors, invitees or permittees, or arising from or growing out of the use, maintenance, occupation or operation of the Property by Licensee during the term of this Agreement,

6. ASSIGNMENT OR SUBLICENSING. No portion of the Property or of Licensee's interest in this Agreement may be acquired by any other person or entity, whether by assignment, mortgage, sublicense, transfer, operation of law, or act of Licensee (each is called a "transfer"), without Licensor's prior written consent. Any attempted transfer without consent shall be void and shall constitute a breach of this Agreement.

7. ENTRY BY LICENSOR. Licensor hereby reserves the right to itself, its agents, contractors and permittees to enter upon the Property at any time during the Term so long as such entry does not interfere with Licensee's use of the Property.

8. LIENS. Licensee shall not suffer or permit any liens, encumbrances or charges against the Property, including, without limitation, any mechanics', materialmen's, contractors' or other liens, and Licensee agrees to indemnify, protect, defend and hold Licensor and the Property free and harmless from all liability for any and all such liens and claims and all costs and expenses in connection therewith.

9. SURRENDER OF SITE. This Agreement shall terminate and become null and void without further notice upon the expiration of the Term, and any holding over by Licensee after such expiration shall not constitute a renewal hereof or give Licensee any rights under this Agreement, it being understood and agreed that this Agreement cannot be renewed, extended or in any manner modified except in writing signed by both parties hereto. Upon termination of this Agreement, Licensee agrees to remove any and all equipment, materials, and property, and to restore the Property to the same condition as existed at the beginning of the Term, reasonable wear and tear excepted.

10. MISCELLANEOUS.

(a) Severability. Any provision of this Agreement determined to be invalid by a court of competent jurisdiction, shall in no way affect any other provision hereof.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument. Any signature transmitted electronically, by facsimile or email, shall have the same force and effect as an original signature.

(h) Licensee Not Agent. This Agreement is not a partnership or agency, and Licensor shall not become liable for any debt or obligation contracted or incurred by Licensee, and it is further understood and agreed that Licensee is not the agent of Licensor for any purpose or at all.

(i) Notices. Any notice to be given or other document to be delivered by either party to the other hereunder may be delivered in person to Licensor or to Licensee (or any officer of Licensee, if a corporation), or may be deposited in the United States mail, duly registered or certified, postage prepaid, and addressed to the respective party at the address designated below the respective signatures of the parties on the signature page hereof. Either party hereto may from time to time, by written notice to the other, served in the manner herein provided, designate a different address. If any notice or other document is delivered in person or sent by mail, as aforesaid, the same shall be deemed served or delivered upon receipt.

(j) Waivers. No waiver by Licensor of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Licensee of the same or any

other provision. Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee.

(k) Scope and Amendment. No amendment or other modification of this Agreement shall be effective unless in writing signed by Licensor and Licensee.

EXECUTED as of the date first written above.

Buyer:

BELL CANYON COMMUNITY SERVICES DISTRICT, a California special district

By: _____
Michael Robkin, President

Seller:

TRIUNFO WATER & SANITATION DISTRICT, a California special district


By: _____
Mark Norris, General Manager

ATTEST:

By: _____
Greg McHugh, Interim General Manager/Secretary

APPROVED AS TO FORM:

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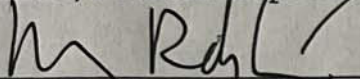
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(k) Scope and Amendment. No amendment or other modification of this Agreement shall be effective unless in writing signed by Licensor and Licensee.

EXECUTED as of the date first written above.

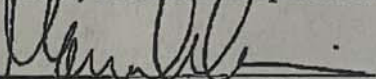
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BELL CANYON COMMUNITY SERVICES DISTRICT, a California special district

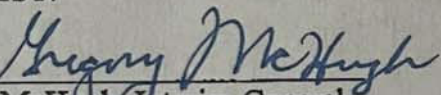
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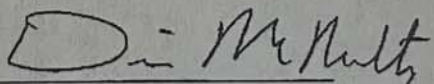
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