

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Fillmore
250 Central Avenue
Fillmore, CA 93015
Attn: City Manager

APN 052-0-281-080

THE UNDERSIGNED GRANTOR DECLARES:

Documentary Transfer Tax is: \$-0- per R&T §11922

(Space Above This Line for Recorder's Office Use Only)

(Exempt from Recording Fee per Gov. Code §6103)

SEWER EASEMENT AGREEMENT

Agreement Number: E-Fillmore-423.4-2025

Mile Post: 423.4

Location: That portion of real property located in Fillmore, Ventura County, California, as more particularly depicted on Exhibit A-1 hereto ("**Easement Area**").

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

Grantee: City of Fillmore, a municipal corporation ("**Grantee**")

This Sewer Easement Agreement ("**Agreement**"), dated as of this ____ day of _____, 2025 is by and between the VENTURA COUNTY TRANSPORTATION COMMISSION as **Grantor** and the CITY OF FILLMORE, a municipal corporation ("**Grantee**"). Each of Grantor and Grantee is sometimes referred to herein as a "**Party**," and jointly the "**Parties**."

RECITALS

A. Grantor owns the real property identified as APN 052-0-281-080 ("**Grantor's Property**").

B. Grantor desires to grant, and Grantee desires to obtain, an easement in which developer (WH Creekside 131, LLC) shall construct an underground sewer line for the benefit of Grantee across Grantor's Property and which Grantee shall maintain pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. EASEMENT.

- (a) **Grantee Activities.** Grantor hereby grants to Grantee in gross, insofar as it has the legal right and its present title hereby permits and subject to the limitations contained in this Agreement, a sewer easement across and burdening Grantor's Property as described on Exhibit A and depicted in Exhibit A-1 which are attached hereto and incorporated herein by reference ("**Easement**") to construct, install, and maintain a sewer pipeline and related structures for the operation thereof ("**Utility Facilities**" or

“Utilities”), in strict accordance with the Approved Plans as defined in Section 1(b) below.

- (b) **Grantor Approval**. Notwithstanding anything contained herein, Grantee will obtain the Grantor’s review and written approval, which approval shall not be unreasonably withheld, conditioned or delayed, of the drawings, specifications and construction details for the Utility Facilities prior to any installation or construction activities (**“Approved Plans”**).
- (c) **No Warranty**. Grantee agrees that it is accepting the Easement without any warranty or representation by Grantor whatsoever and subject to any and all valid and existing easements, leases, grants, exceptions, encumbrances, title defects, matters of record, reservations and conditions.
- (d) **Limited Purpose**. The Easement shall be used solely for the purposes stated in this Agreement and Grantee shall not permit it to be used for any other purpose.
- (e) **No Variation**. The Utility Facilities shall be located in accordance with Exhibit A as supplemented by the Approved Plans.

2. **REIMBURSEMENT FOR COSTS**. Upon receipt of written demand and supporting documentation, Grantee shall reimburse Grantor for any staff and/or consultant costs Grantor incurs in processing this Agreement and reviewing the Approved Plans for the Utilities.

3. **CONSTRUCTION.**

- (a) All materials and work associated with the use of this Agreement shall be furnished and performed by Williams Homes and its engineers, contractors and agents, in accordance with the Approved Plans, all at Williams Homes’s sole cost and expense. Grantee is responsible for any reasonable, documented costs associated with and incurred by Grantor and/or its agent/representative in conducting plan review.
- (b) Before performing any work to construct and/or install the Utility Facilities, Grantee on behalf of Williams Homes shall first have received the written approval of the Approved Plans and be in receipt of a Notice to Proceed from Grantor’s Executive Director or its designee which notice shall not be unreasonable withheld, delayed or conditioned.
- (c) Grantee shall oversee and ensure that Williams Homes constructs the Utility Facilities in accordance with the Approved Plans. At the conclusion of the construction, Grantee shall inspect all work for compliance with the Approved Plans and require any corrections as needed. Grantee shall provide or cause Williams Homes to provide as-builts to the Grantor upon completion of the construction.
- (d) In the event of termination of the Easement, Grantor may require Grantee to remove the Utilities by written notice to Grantee, provided Grantor provides notice at least one hundred eighty (180) days before the date that Grantee is required to complete removal of such Utility Facilities. In Grantor’s reasonable discretion, the foregoing notice period may be shortened in the event of an emergency requiring removal of the Utilities.

4. **MAINTENANCE.**

- (a) Grantee shall at all times repair and maintain the Utility Facilities in compliance with the Approved Plans. If Grantee fails to commence performing maintenance work, then within thirty (30) days after written notice from Grantor (except in an emergency whereon no prior notice is required), Grantor or its agent/representative, for the purpose of protecting and safeguarding Grantor's Property, traffic, employees or patrons, may perform such maintenance activities, and thereafter, bill Grantee in accordance with the terms of Section 7 for all costs and expenses incurred by Grantor or its agent/representative.
- (b) When performing any work on the Utility Facilities, Grantee shall provide notice to Grantor and be responsible to ensure that people, equipment and materials are kept a safe distance away from the tracks. In addition, Grantee shall obtain a written Right of Entry from Grantor prior to commencing any work on the Easement and/or Grantor's Property which shall not be unreasonably withheld, delayed or conditioned.

5. MAINTENANCE OF RIGHT-OF-WAY. In connection with any change in grade, alignment or width of any streets, or the construction of any track, track support structures or viaduct, or any other improvement of any kind by Grantor, Grantee's rights to occupy Grantor's Property do not supersede Grantor's rights. Accordingly, Grantee must, at the Grantor's direction and at Grantee's sole cost and expense, comply with all of the following provisions, as applicable:

- (a) Grantor, upon reasonable written notice to Grantee, shall have the right to require relocation and/or repairs of the Utility Facilities for the benefit of any Public Project (defined below) including, but not limited to, the construction, repair, relocation or new installation of any aboveground or underground facility, utility, storm drain, sewer, waterline, track, track support structures, or roadway improvement (such as any lawful change of grade, alignment or width of any street). "**Public Project**" means projects initiated by Grantor or Grantor's public agency partners. Grantee shall relocate/repair its Utility Facilities, or portion thereof, to the reasonably nearest alternative location or other location mutually reasonably agreeable to Grantor and Grantee, either permanently or temporarily, as is reasonably determined by Grantor and within the reasonable timeline proposed by the Grantor. Said relocation/repair shall be accomplished at the Grantee's sole expense.
- (b) If Grantee fails to relocate its Utility Facilities within the reasonable timeline proposed in the Grantor's notice of relocation or repair, or to complete construction and/or site restoration, Grantor may, after thirty (30) days' written notice to Grantee and provided that it complies with applicable law, cause the work to be done and Grantee shall reimburse Grantor for such cost within three hundred sixty (360) days after presentation to Grantee of an itemized accounting of such costs.
- (c) In the decision process necessary to determine if Utility Facilities are required to be relocated, Grantor shall consider all known future Public Projects that, if done separately, may cause multiple relocations of the Utility Facilities. If such known future Public Projects can be identified, full consideration of concurrent projects will be given by Grantor.
- (d) In the event that Grantor changes the planned rearrangement of Utility Facilities previously noticed to Grantee, or the content and terms of the notice given to Grantee pursuant to this Section 5, Grantee will be given an additional period of not less than sixty (60) days to accomplish such work.

- (e) Except as otherwise provided above, when Grantor requires a rearrangement of Utility Facilities and such rearrangement is done for the accommodation of any private person, firm, or corporation, the cost of such rearrangement will be borne by the accommodated party. Such accommodated party, in advance of such rearrangement, must (a) deposit with Grantee either cash or a corporate surety bond in an amount, as in the reasonable discretion of Grantee, to pay the costs of such rearrangement, and (b) execute an instrument agreeing to indemnify, defend and hold harmless Grantee and its Utility Facilities from any and all damages or claims caused by such rearrangement. This provision will not be construed to require Grantee to rearrange its Utility Facilities. Any accommodation for rearrangement of Utility Facilities for an accommodated party will be made at the Grantee's sole discretion. The foregoing shall not apply to rearrangement or relocation required by a public agency. Grantor shall have the right to require relocation and rearrangement for the benefit of any public agency at Grantor's discretion and at Grantee's cost and expense.
6. **GRANTOR'S PARAMOUNT USE.** Grantor and its agent representative shall have the paramount right at all times to use its track(s), rights-of-way and property in the Easement Area. In the event that Grantee's activities in the Easement Area interfere or conflict with Grantor's use and/or enjoyment of Grantor's Property, Grantor may require Grantee to alter its facilities to remedy such interference or conflict, or Grantor may request adjustments or relocations necessary to remedy such interference or conflict in accordance with the procedure outlined in Section 5 above. Grantee shall exercise the reasonable care in the use of the Easement Area and shall require all others permitted hereunder to use the Easement Area to also exercise the greatest care in the use of the emergency crossing.
7. **PAYMENTS.** The Parties shall pay all bills or invoices, or other amounts due pursuant to this Agreement within thirty (30) days of written notice together with presentation of supporting information.
8. **TAXES.** Grantee shall assume and pay any and all taxes and assessments which may be levied upon (a) the Utility Facilities, or (b) Easement Area directly and solely as a result of this Agreement but as Grantee is a public agency no such taxes should be assessed.
9. **INDEMNIFICATION; LIABILITY.** To the fullest extent permitted by law, Grantee, shall indemnify, defend with counsel acceptable to Grantor, and hold harmless Grantor, its officers, officials, employees and agents, and Sierra Northern Railway, its officers, officials, employees and agents (collectively, with Grantor, the "**Grantor Parties**") from and against all liability, loss, cost, claim, demand, action, suit, legal or administrative proceeding, penalty, deficiency, fine, damage and expense, including without limitation, reasonable attorney's fees and costs of litigation, (collectively "**Liabilities**") to the extent resulting directly from or arising directly in connection with the Easement and construction and operation of the Utility Facilities within such Easement granted hereunder, including, but not limited to, flooding of any kind, except to the extent that such Liabilities are caused by the negligence, willful misconduct, or criminal violation, of any Grantor Party. Grantee's obligations under this Section shall survive termination of this Agreement.
10. **CONTAMINATION INDEMNIFICATION.** To the fullest extent permitted by law, Grantee, for itself and on behalf of its successors and assigns, shall and hereby agrees to defend, hold harmless, and indemnify Grantor Parties from and against any and all Losses (as defined herein) arising out of, or related to, the discovery, release, use, exacerbation, discharge, storage, generation, manufacture or disposal of any Contamination (as defined herein),

including all Losses arising out of, or related to, any violation on, upon or within the Easement Area of any applicable Environmental Law; provided that Grantee shall have no liability under this Section 10 for any Contamination, Losses or violations of any applicable Environmental Law arising due to the negligence, willful misconduct or criminal violation of a Grantor Party. For the purposes of this Section 10: (a) “**Contamination**” means the presence of any chemical, compound, material, substance, or other matter that (i) is controlled, designated in or governed by any Environmental Law, or (ii) gives rise to any reporting, notice, or publication requirements or remediation obligation under any applicable Environmental Law; (b) “**Environmental Law**” means any applicable federal, state, local or tribal statute, law, rule, regulation, ordinance, or any governmental, administrative, or judicial order, decree, directive, or decision, or any other requirement of any governmental authority, pertaining to the protection of the environmental or health and safety that may now be in effect or which may be enacted, adopted, or made effective at a future date; (c) “**Losses**” means any claims, obligation, payment, fines, demands, causes of action, suits, judgments, damages, settlement, compensation, loss contingency, lien, debts, costs, expenses, losses, reasonable attorneys’ fees, penalties, stipulated penalties, punitive damages, and liability of any kind, alleged by any person or entity or any governmental authority, including bodily injury and property damage and consequential damages awarded to a third party against Grantor Parties. Grantee obligations under this Section shall survive termination of this Agreement.

11. **INSURANCE.** Grantee, before beginning any activities under this Agreement, shall procure the types and amounts of insurance listed below and shall maintain the types and amounts of insurance listed below for as long as the Easement granted herein remains in existence.

(a) **Workers’ Compensation.** Statutory Workers’ Compensation Insurance and Employer’s Liability Insurance for any and all persons employed directly or indirectly by Grantee with limits as required under applicable law.

(b) **Commercial General and Automobile Liability Insurance; Professional Liability.**

- i. Commercial general liability insurance, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations or activities of Grantee. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$4,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on “an occurrence” basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage. Said policy shall include a Railroads CG 24 17 endorsement removing the exclusion of coverage, if applicable, for bodily injury or property damage arising out of operations within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing.
- ii. Automobile liability insurance form CA 0001 (current edition) covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle pursuant to this Agreement, whether or not owned by the Grantee, on or off Grantor’s Property. The policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual

liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

- iii. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

(c) **All Policies Requirements.**

- i. Grantee, prior to beginning any activities under this Agreement, shall provide Grantor with (A) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (B) policy endorsements to the policies referenced in this Section 9 adding the Grantor, its officers, agents, and employees as additional insureds and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- ii. Grantee or its insurers shall provide at least thirty (30) days prior written notice to Grantor of any reduction in scope or amount, cancellation, or modification adverse to Grantor of the policies referenced in this Section 11.

- (d) **Waiver of Subrogation.** Grantee agrees to waive subrogation which any insurer of Grantee may acquire from Grantee by virtue of the payment of any loss. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Grantor for all work performed by Grantee and its employees, agents and contractors.

- (e) **Additional Insurance Obligation.** Grantee shall be solely responsible for ensuring that all equipment, vehicles and other items utilized or operated in the performance of their activities pursuant to this Agreement are and remain covered by the policies referenced in this Section 9. Grantee shall also ensure that all workers involved in the performance of the activities under this Agreement are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law.

- (f) **Self-Insured Retention.** If any of the insurance policies required under this Agreement includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers, do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this Agreement so as to not prevent any of the Parties to this Agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability.

12. EFFECTIVE DATE; TERMINATION.

- (a) **Effective Date.** This Agreement shall be effective upon recordation in the Official Records of Ventura County ("**Effective Date**"). Grantee shall deliver the document for recordation by the County and, upon recordation, provide a conformed copy to Grantor.

- (b) **Termination.** In the event that Easement ceases to be used for the Utility Facilities as set forth in Approved Plans or Grantee engages in conduct which is incompatible with the purpose for which the Easement was granted, the Easement may be terminated by Grantor by providing not less than ninety (90) days' written notice to Grantee. Upon termination of this Agreement, Grantee shall promptly remove the Utilities but if Grantee fails to do so, Grantor may remove the Utilities at the sole cost and expense of Grantee.
- (c) **Survival of Obligations.** Any obligation assumed and any liability which arose or may have arisen or been incurred by either Party prior to termination of this Agreement shall survive the termination of this Agreement.
13. **PERMITS AND APPROVALS.** Grantee, at its sole risk, cost and expense, shall obtain all permits and approvals which may be necessary or appropriate for the activities contemplated under this Agreement and shall comply with all federal, state and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of Grantor. Grantee agrees to forward copies of any permits or approvals to the Grantor.
14. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, successors and assigns, subject to this Section 14. Grantee may not assign its interest in this Agreement without the prior written consent of Grantor, which consent may not be unreasonably withheld, conditioned or delayed. A permitted assignment of all of Grantee's interest hereunder shall release Grantee from any further liability or obligation hereunder upon assignee's execution of an agreement assuming all of Grantee's rights and obligations hereunder.
15. **WAIVER.** The waiver by Grantor of any breach of any term, covenant, obligation or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or a waiver of any other term, covenant, obligation or condition herein contained.
16. **DEFAULT; REMEDIES.** If a Party ("**Defaulting Party**") fails to perform an obligation under this Agreement (an "**Event of Default**"), such Defaulting Party shall not be in default of the terms of this Agreement if, (a) in the case of the failure to pay when due any amounts payable under this Agreement (a "**Monetary Default**"), the Defaulting Party pays the past due amount within fifteen (15) days after receiving written notice of the Event of Default (a "**Notice of Default**") from the other Party (the "**Non-Defaulting Party**"), or (b) in the case of an Event of Default other than a Monetary Default (a "**Non-Monetary Default**"), the Event of Default is cured within thirty (30) days after receiving a Notice of Default; provided, that if the nature of the Non-Monetary Default requires, in the exercise of commercially reasonable diligence, more than thirty (30) days to cure then the Defaulting Party shall not be in default as long as it commences performance of the cure within thirty (30) days and thereafter continuously pursues such cure with commercially reasonable diligence. Should an Event of Default remain uncured by the Defaulting Party, the Non-Defaulting Party shall have and shall be entitled at its option and without further notice, to exercise any remedy available at law or equity, including, without limitation, termination of this Agreement, a suit for specific performance of any obligations set forth in this Agreement or any appropriate injunctive or other equitable relief, or for damages resulting from such default (including, without limitation, the cost of removing the Utilities); provided, however, that damages shall, in all cases, exclude punitive, consequential, special, exemplary, speculative or indirect damages.
17. **NOTICES.** Every notice, approval, consent, or other communication desired or required

under this Agreement shall be effective only upon receipt and only if the same shall be in writing and sent postage prepaid by overnight mail or United States registered or certified mail (or a similar mail service available at the time), directed to the other Party at its address as follows (or such other address as either Party may designate by notice given from time to time in accordance with this Section):

If to Grantor: Ventura County Transportation Commission
Attn: Martin Erickson, Executive Director
751 E. Daily Drive, Suite 420
Camarillo, CA 93010

If to Grantee: City of Fillmore
250 Central Avenue
Fillmore, CA 93015
Attn: City Manager

With a copy to: City of Fillmore
250 Central Avenue
Fillmore, CA 93015
Attn: City Attorney

18. **ENTIRE AGREEMENT.** The entire agreement between Grantor and Grantee pertaining to the Easement Area is set forth in this Agreement and there are no understandings, agreements, or representations of any kind between the Parties, verbal or otherwise other than as set forth in this Agreement. No change or modification of any of the terms, obligations or provisions hereof shall be valid unless in writing and signed by the Parties hereto.
19. **PARTIAL INVALIDITY.** If any term, obligation or condition of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent by a final judgment or award which shall not be subject to change by appeal, then the remainder of this Agreement or the application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law. Furthermore, each agreement, obligation and other provision of this Agreement is and shall be deemed and construed as a separate and independent obligation of the Party bound by, undertaking or making the same, and not dependent or any other provision of this Agreement unless expressly so provided.
20. **GOVERNING LAW.** This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of the State of California with venue in the County of Ventura.
21. **EXHIBITS AND ADDENDA.** The Recitals hereto and each of the exhibits and addenda hereto are incorporated herein as if set forth in the body of this Agreement.
22. **HEADINGS.** Section headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.
23. **TERMINOLOGY.** As used in this Agreement, the terms "Grantor," "Grantee," and "Party" shall include the respective subsidiaries and affiliates of Grantor and Grantee and the directors, officers, agents and employees of Grantor and Grantee.

24. COUNTERPARTS; ELECTRONIC SIGNATURES.

- a. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- b. No Electronic Execution.** This Agreement may be not be executed electronically as it needs to be recorded in the Official Records of Ventura County which requires original signatures on any document.

25. ATTORNEY FEES. In the event of any litigation or other legal proceeding including, but not limited to, arbitration or mediation between the Parties arising from this Agreement, the prevailing Party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses (including attorney's fees) incurred in the proceeding.

26. EXHIBITS. Exhibits A and A-1 attached hereto are incorporated herein by reference.

IN WITNESS THEREOF, the said Parties hereto have caused this Easement Agreement be duly executed and delivered as of the day and year first above written.

GRANTOR:

VENTURA COUNTY TRANSPORTATION
COMMISSION

By: _____
Name: _____
Its: _____

Approved as to form:

By: _____
Name: _____
Its: General Counsel

GRANTEE:

CITY OF FILLMORE,
a California municipal corporation

By: _____
Erika Herrera, City Manager

ATTEST:

Olivia Carrera Lopez, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Tiffany Israel, City Attorney

Exhibit A

Legal Description of Easement Area

That certain easement in the City of Fillmore, County of Ventura, State of California legally described as follows:

THOSE CERTAIN PIECES OR PARCELS OF LAND, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AS DESCRIBED IN THAT CERTAIN INDENTURE TO THE SOUTHERN PACIFIC RAILROAD COMPANY RECORDED ON JUNE 6, 1889 IN BOOK 28, PAGE 201, OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS SHOWN ON MAP OF TRACT NO. 5160-1 IN THE CITY OF FILLMORE, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 140 PAGES 37 THROUGH 41, INCLUSIVE, OF MISCELLANEOUS RECORDS, RECORDS OF SAID COUNTY, BEING A STRIP OF LAND 60.00 FEET WIDE, LYING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

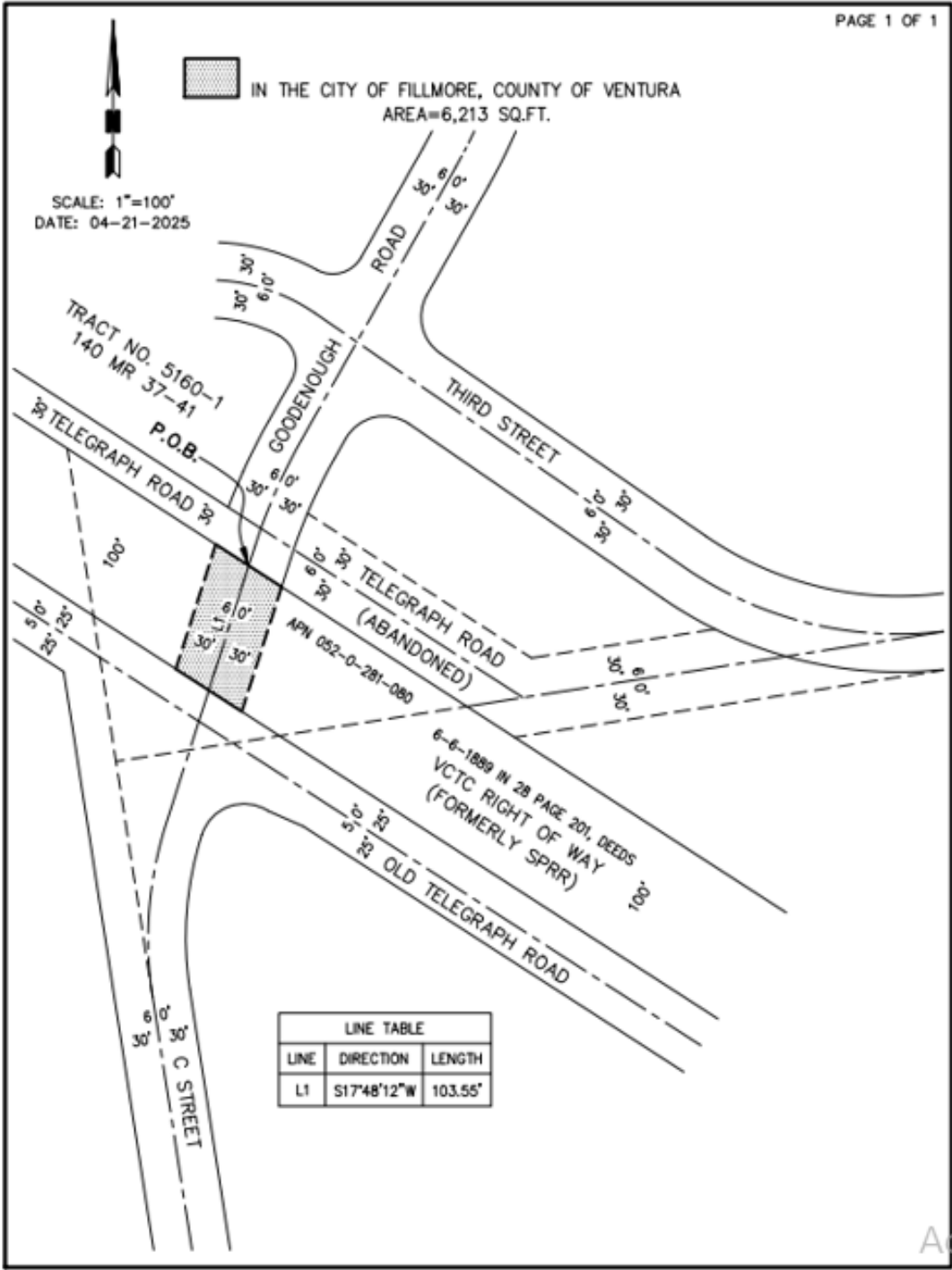
BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY, 100.00 FEET WIDE, AS DESCRIBED IN SAID DOCUMENT WITH THE CENTERLINE OF GOODENOUGH ROAD, 60.00 FEET WIDE, AS SHOWN ON AND DEDICATED BY SAID MAP OF TRACT NO. 5160-1; THENCE

LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE AND ALONG THE CENTERLINE OF GOODENOUGH ROAD AS SHOWN ON SAID MAP OF TRACT NO. 5160-1 SOUTH 17°48'12" WEST 103.55 FEET TO THE POINT OF TERMINATION ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY AS DESCRIBED IN SAID DOCUMENT.

CONTAINING 6,213 SQUARE FEET, MORE OR LESS.

Exhibit A-1

Depiction of Easement Area



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property entitled Sewer Easement Agreement ("**Easement**") conveyed by the VENTURA COUNTY TRANSPORTATION COMMISSION as Grantor to the CITY OF FILLMORE ("**Grantee**"), is hereby accepted by the undersigned officer and agent of Grantee and Grantee consents to the recording of the Easement.

Signed and dated on _____, 2025 at City of Fillmore, California.

GRANTEE:

CITY OF FILLMORE, a municipal
corporation

By: _____
City Manager

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)
) ss.
COUNTY OF _____)

On _____, 2025 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.

Notary Public

SEAL:

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)
) ss.
COUNTY OF _____)

On _____, 2025 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.

Notary Public

SEAL: