

Project: Los Alamos Purchase
Contract Fire/Hinton
A.P.N.: 101-151-005, & -006
Folio: 003622
Agent: DG

REAL PROPERTY SALE CONTRACT AND ESCROW INSTRUCTIONS

THIS REAL PROPERTY SALE CONTRACT AND ESCROW INSTRUCTIONS (the "Contract") is made and entered into by and between the Hinton 1989 Trust as to an undivided ½ interest, and the Carl and Bobbie Hinton Revocable Trust as to an undivided ½ interest, as tenants in common ("Seller"); and the County of Santa Barbara, a political subdivision of the State of California ("Buyer"); with reference to the following:

WHEREAS, Seller is the fee simple owner of a parcel of unimproved land, in the Los Alamos area of the County of Santa Barbara, State of California, commonly identified as Santa Barbara County Assessor's Parcel Numbers 101-151-005 and 101-151-006, located at 335 Leslie Street, in Los Alamos, California, 93440, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, this sale is made under threat of condemnation by the County of Santa Barbara.

NOW THEREFORE, in consideration of the covenants and conditions contained herein, the parties agree that Seller shall remise, release, and convey to Buyer and Buyer shall accept all right, title, and interest in and to the Property subject to the following terms and conditions:

1. **SALE AND PURCHASE PRICE**. Subject to the terms and conditions contained in this Contract, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, fee ownership of the Property, subject to the following:

a. The total purchase price for the Property shall be FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00).

b. Upon final execution by Buyer, Buyer shall return a duplicate original of this Contract to Seller, and, upon the opening of escrow pursuant to Section 2 hereof, shall deliver to the escrow holder a copy of this Contract.

c. Escrow shall be open for a period of FOUR (4) MONTHS to allow Buyer to complete its investigation of the Property, and to satisfy all conditions described herein (the "Due Diligence Period").

d. During the Due Diligence Period, Buyer may, in its sole and absolute discretion, elect to terminate this Contract based upon any of the following:

i. its review of the condition of the Property upon its investigation of the Property, which may include but shall not be limited to a Phase One Environmental Site

Assessment, a CEQA analysis, or any other studies related to the condition of the Property or title to the Property;

ii. a hearing before the County Planning Commission pursuant to a California Government Code Section 65402 consistency finding; or

iii. Buyer's inability to complete any of the studies or actions set forth above.

e. During the Due Diligence Period, Buyer may elect to terminate this Contract if it has not obtained the approval and appropriation of necessary funding by the Santa Barbara County Board of Supervisors. If Buyer fails to deliver notice of its election to terminate on or before 5:00 p.m. on the last day of the Due Diligence Period, then Buyer shall be deemed to have waived this condition.

f. Within ten days of the opening of escrow, Seller will execute, acknowledge and deliver to Escrow Holder a Grant Deed in substantially the form shown in Exhibit "B", attached hereto and incorporated herein by reference.

g. At least one (1) day prior to the close of escrow, Buyer shall deposit with the escrow officer the purchase price plus costs of prorations, fees, and expenses pursuant to this Contract, and a Certificate of Acceptance for the Property which has been executed by Buyer in substantially the form shown on Exhibit "C", attached hereto and incorporated herein by reference.

h. Completion of the California Environmental Quality Act (CEQA) environmental review process for this transaction, and the approval and appropriation of funding by the Santa Barbara County Board of Supervisors are express conditions precedent to Buyer's duty to purchase. Notwithstanding any other provision in this Contract, Buyer, at Buyer's option, may extend escrow up to sixty (60) days to permit the funding approval and appropriation by the Santa Barbara County Board of Supervisors. In addition, Seller, at Seller's option, may extend escrow up to sixty (60) days to facilitate the exchange option described in Section 17, *1031 EXCHANGE OPTION*. In the event either party opts to extend the escrow period pursuant to this section, that party shall provide written notice to the other party no later than 5:00 p.m. of the last day of the Due Diligence Period.

2. **ESCROW AND OTHER FEES:** Within THREE (3) days following the execution of this Contract by Buyer, Buyer shall open escrow at Chicago Title Company, 1019 Chapala Street, Santa Barbara, California, (the "Escrow Holder"), with escrow instructions to be based upon terms and conditions set forth herein and Buyer shall deliver a copy of this Contract to the Escrow Holder. This Contract shall become part of the escrow and shall constitute the basic instructions and documents as are reasonably required to complete the closing of the transaction contemplated herein in accordance with the terms and conditions of this Contract. In case of conflict between this Contract and any related escrow documents, the terms of this Contract shall govern.

a. The Closing shall be on or before August 31, 2010 (the "Closing Date"), or such other date as the parties hereto shall mutually agree in writing. The "Closing" is defined as the satisfaction or waiver of all conditions herein stated and the recordation of a Grant Deed which shall vest title to the Property in the Buyer or its approved assignee. Any assignment

shall require Seller's written consent in compliance with Section 8, ASSIGNMENT RESTRICTIONS.

b. Upon the opening of escrow and the deposit therein of the fully-executed Contract and Seller-executed Grant Deed, the Escrow Officer shall issue a certified copy of the Seller-executed Grant Deed to Buyer for acceptance by Buyer's Board of Supervisors. Upon such acceptance, Buyer shall deliver the original Certificate of Acceptance to the Escrow Officer to be attached to the Grant Deed and recorded at the close of escrow by the Escrow Officer.

c. Escrow, title and other fees shall be paid as follows:

i. Buyer shall pay the County Documentary Transfer Tax ("Transfer Tax").

ii. A Standard California Land Title Association owner's policy of title insurance covering the Property shall be paid by Seller.

iii. Buyer shall pay for any additional title insurance coverage that may be required by Buyer.

iv. Seller and Buyer shall each pay one-half (1/2) of Escrow Holder's fee, subject to the following:

(1) Buyer shall pay all escrow fees incurred if escrow is cancelled by Buyer prior to the consummation.

(2) Seller shall pay all escrow fees incurred if escrow is cancelled by Seller prior to the consummation.

d. Escrow Officer shall be obligated as follows:

i. To provide a current preliminary title report covering the Property; and

ii. To release a certified copy of the Seller-executed Grant Deed to Buyer within ten (10) days of the opening of escrow so that Buyer may present same to its Board of Supervisors to facilitate execution of a Certificate of Acceptance; and

iii. To record the Grant Deed and Certificate of Acceptance upon the close of escrow; and

iv. To issue or have issued to Buyer the California Land Title Association policy of title insurance required herein, including an ALTA extended coverage Policy, if required by Buyer, however, issuance of the ALTA coverage shall not delay the Closing Date; and

v. To deliver the purchase money to Seller at the close of escrow.

3. IF SELLER DEFAULTS UNDER THIS CONTRACT AND FAILS TO COMPLETE THE SALE OF THE PROPERTY AS PROVIDED HEREIN, THEN

BUYER SHALL BE ENTITLED, AS ITS SOLE AND EXCLUSIVE REMEDY, WHETHER AT LAW OR IN EQUITY, EITHER (A) TO TERMINATE THIS CONTRACT, OR (B) IN LIEU OF TERMINATING THE CONTRACT, BUYER SHALL BE ENTITLED TO PURSUE SPECIFIC PERFORMANCE OF THE CONVEYANCE OF THE PROPERTY WITHOUT RIGHT TO ANY DAMAGES OR OTHER EQUITABLE RELIEF WHATSOEVER, BUT ONLY IF BUYER DEPOSITS WITH ESCROW HOLDER, WITHIN FIVE BUSINESS DAYS FOLLOWING THE SCHEDULED CLOSING DATE, THE PURCHASE PRICE, TOGETHER WITH ALL CLOSING DOCUMENTS REQUIRED HEREUNDER FROM BUYER AND BUYER FILES SUCH SPECIFIC PERFORMANCE ACTION WITHIN THIRTY (30) DAYS FOLLOWING THE SCHEDULED CLOSING DATE AND DILIGENTLY PROSECUTES SUCH ACTION TO COMPLETION. BUYER SHALL NOT BE ENTITLED TO RECORD A LIEN OR LIS PENDENS AGAINST THE PROPERTY.

4. **COMMISSION:** It is understood that Buyer represents itself in this transaction and that any commission paid to any agent or broker representing Seller in this transaction shall be paid by Seller. Buyer represents and warrants to Seller that it has not engaged any broker, finder or agent in connection with this transaction.

5. **PROPERTY "AS IS WITH ALL FAULTS":** BUYER SPECIFICALLY ACKNOWLEDGES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER, ITS AGENTS, OR BROKERS AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATIONS: its physical condition; its geology; the development potential of the Property and its use, habitability, merchantability, or fitness for a particular purpose; its zoning or other legal status; its compliance with law; the presence or removal of hazardous or toxic materials, substances, or wastes on, under or about the Property or the neighboring property; or the condition of title to the Property.

Buyer's Initials

Buyer shall have the right of entry onto the Property to conduct such non-invasive and non-intrusive inspections and testing thereon as are, in Buyer's sole discretion, necessary to reasonably determine the condition of the Property. The scope of any analysis which requires physical sampling of all or any part of the Property shall be subject to: (a) the prior approval of Seller, which Seller may withhold or condition in its sole and absolute discretion, (b) Seller's receipt of written evidence that Buyer has procured the insurance required pursuant to this Section, and (c) the requirement that Buyer dispose of all such test samples in accordance with applicable law and at no cost or liability to Seller. Nothing herein shall authorize any subsurface testing or drilling on the Property by Buyer or its environmental consultant unless specifically approved in writing by Seller, which Seller may condition or deny in its sole and absolute discretion. Buyer shall complete such inspections and testing within the Due Diligence Period. Following such testing, Buyer shall restore the area of the Property disturbed by said tests to its pre-test condition as near as is practicable.

If toxins or contaminants are identified by these tests or on any other basis, Buyer shall

notify Seller prior to the expiration of the Due Diligence Period, and Seller shall have the right, but not the responsibility to remedy such problem(s). If Seller elects not to remedy such problem(s), then, notwithstanding other provisions contained herein, Seller and/or Buyer shall have the right (prior to the expiration of the Due Diligence Period) to terminate this Contract with no further liability. If Buyer does not elect to terminate this Contract prior to the expiration of the Due Diligence Period, then Buyer shall be deemed to have approved all matters and contingencies with respect to the Property (including, without limitation, the environmental condition of the Property).

Buyer shall give Seller written notice prior to the commencement of any work in, on or about the Property and Seller shall have the right to post Notices of Testing, and/or Notices of Non-responsibility as provided by law. Any testing on the Property shall keep the Property free and clear of claims for labor and materials and Buyer shall indemnify, defend and hold Seller, its partners, officers, directors, members, shareholders, employees and agents harmless from and against any and all losses, damages, claims, liabilities and expenses arising out of any such testing, inspection or entry by Buyer, its agents or employees

6. **TITLE AND DEED:** Title to the Property is to be free of liens, encumbrances, restrictions, conditions, rights to possession or claims thereto (recorded and/or unrecorded) known to Seller, except:

A. Covenants, conditions, restrictions, and reservations of record approved by Buyer;

B. Easements or rights-of-way over the Property for public or quasi-public utility or public street purposes, if any, approved by Buyer;

C. Exceptions contained in preliminary title report as may be approved by the Buyer.

D. Property taxes for the fiscal year in which this escrow closes shall be satisfied in a manner consistent with California Revenue and Taxation Code Section 4986(a)(6). Escrow officer is authorized to pay all delinquent taxes from the amount shown in Section 1, **SALE AND PURCHASE PRICE**, herein above. Seller understands that pursuant to Section 4986(a)(6), Seller may receive after the close of escrow, either, 1) an unsecured property tax bill from the Santa Barbara County Treasurer-Tax Collector for real property taxes that may be due; or 2) a warrant from the Santa Barbara County Auditor-Controller to reimburse Seller for any prepaid property taxes that may be canceled.

Seller shall hold Buyer harmless and reimburse Buyer for any and all of Buyer's losses and expenses occasioned by reason of any easements, contracts, leases, or permits encumbering said Property of which Seller had personal knowledge, which have not been approved by Buyer.

Buyer shall have the right to review the preliminary title report and approve or disapprove in writing those items disclosed in said report prior to the close of escrow. Seller shall have thirty (30) days from receipt of notice of disapproval to correct the condition(s) that adversely affect the Property as determined by Buyer in its discretion. Buyer may terminate this Contract or request Seller, at Seller's expense, to correct the condition(s) affected thereby to the satisfaction of Buyer. Failure to so correct shall be grounds for termination of this Contract by Buyer.

Escrow shall be automatically extended for thirty (30) days where there is a need for Seller to correct an adverse condition unless Seller refuses to correct such condition or unless

correction requires more than thirty (30) days in which case escrow shall be extended to the date of refusal or date of correction respectively.

7. **SECURITY INTEREST:** Any and all monies payable under this Contract shall, upon demand, be made payable to the mortgagees and beneficiaries of any notes secured by mortgages or deeds of trust, up to and including the total amount of unpaid principal and interest together with penalty, if any, for payment in full in advance of maturity. Escrow officer shall obtain from said mortgagees or beneficiaries good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgages or deeds of trust. Escrow officer shall obtain any and all executed full reconveyances, partial reconveyances, subordinations and/or releases of liens that may have been given on the Property covered by deeds of trust.

8. **ASSIGNMENT RESTRICTIONS:** This Contract shall not be sold, assigned, or otherwise transferred by Buyer without the prior written consent of Seller. Failure to obtain Seller's written consent shall render said attempted sale, assignment, or transfer void and without legal effect.

9. **POSSESSION:** Seller shall deliver possession and occupancy of the Property to Buyer no later than noon (12:00 p.m.) local time upon the date of the close of escrow.

10. **COMPLIANCE WITH THE LAW:** This Contract shall be governed by and be construed according to the laws of the State of California. Buyer shall be required to obtain any and all encroachment, building, and land use permits and/or licenses which may be required in connection with the purchase or intended use of the Property.

11. **WAIVER:** No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provisions of this Contract, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.

12. **NOTICES:** All notice, documents, correspondence, and communications concerning this transaction shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail duly registered or certified with postage prepaid. Notwithstanding the above, Buyer may also provide notices, documents, correspondence or such other communications to Seller by personal delivery or by regular mail and any such notice so given shall be deemed to have been given upon actual receipt.

IF TO SELLER: Terrance Hinton
P.O. Box 35
Los Alamos, CA 93440
(805) 344-4655 office
(805) 478-2443 cell

IF TO BUYER: Ronn Carlentine, SR/WA
General Service Department
County of Santa Barbara
1105 Santa Barbara Street
Santa Barbara, CA 93101
Facsimile: (805) 568-3249

With a copy to:

Kevin Ready, County Counsel
County of Santa Barbara
105 East Anapamu Street, Room 201
Santa Barbara, CA 93101
Facsimile: (805) 568-2982

**IF TO
ESCROW HOLDER:**

Chicago Title Insurance Company
Attn: _____
1019 Chapala Street
Santa Barbara, CA 93101
Facsimile: (805) 564-7483

13. **ENTIRE CONTRACT:** This Contract contains the entire agreement between the parties relating to the agreement to purchase and sell the Property described herein and supersedes all prior agreements, understandings, negotiations, and discussions of the parties, whether expressed or implied, and there are no warranties, representations, covenants, or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. The parties hereto have set forth the whole of their agreement. The performance of this Contract constitutes the entire consideration for said Property and shall relieve Seller of all further obligation or claims on this account. No amendment, supplement, modification, waiver, or termination of this Contract shall be binding unless executed in writing by both parties.

14. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of the parties in respect to the obligations herein contained. Subject to the restrictions against the sale, assignment, or other transfer above, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

15. **SECTION HEADINGS:** The headings of the several sections herein shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.

16. **REAL PROPERTY DOCUMENTS:** Each party agrees to execute and deliver any instrument or to perform any act reasonably necessary to carry out the provisions of this Contract.

17. **1031 EXCHANGE OPTION:** In the event Seller so elects, Buyer agrees to cooperate with Seller in effecting a tax-deferred exchange under § 1031 of the Internal Revenue Code of 1986, as amended and the Regulations promulgated thereunder (the "Code"). Seller shall have the right to elect a tax-deferred exchange by giving Buyer written notice of such election prior to Closing. If Seller so elects to effect a tax-deferred exchange, Buyer agrees to execute such escrow instructions, documents, agreements or instruments to effect an exchange as Seller may reasonably request, it being understood that Buyer shall not be required to incur any additional costs, expenses, fees or liabilities, not reimbursed or indemnified by Seller, as a result of or connected with an exchange. In no event shall Buyer be required to acquire title to other property as a consequence of Seller's election to effect such exchange. Seller may assign its rights and delegate its duties under this Contract in whole or in part to a Qualified Intermediary,

as defined under the Code, in order to effect such an exchange and thereafter such assignee will exercise and perform Seller's rights and obligations under this Contract; provided that Seller shall remain responsible to Buyer for the full and prompt performance of any delegated duties. Seller shall indemnify and hold Buyer and its affiliates harmless from and against all claims, expenses, loss and liability resulting from Buyer's participation in any exchange undertaken pursuant to this paragraph.

18. **SEVERABILITY**: If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

19. **EXECUTION IN COUNTERPARTS**: This Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

20. **FACSIMILE SIGNATURES**: If the parties use facsimile transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours after transmission of the facsimile signature, except that funds shall not be released upon a facsimile signature.

21. **CONSTRUCTION**: The parties have negotiated the terms of this Contract. They have consulted an attorney when they felt the need. The terms of this Contract reflect the negotiations and the intentions of both parties. The terms and conditions contained herein shall be interpreted with regard to each party equally.

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Project: Los Alamos Purchase
Contract Fire/Hinton
A.P.N.: 101-151-005, & -006
Folio: 003622
Agent: DG

IN WITNESS WHEREOF, Seller and Buyer have executed this Real Property Sale Contract and Escrow Instructions personally or by the respective authorized officers as set forth below to be effective as of the date executed by Buyer.

SELLER(s):

Hinton 1989 Trust

Terrance L. Hinton, Trustee
Terrance L. Hinton, Trustee

Vera M. Hinton, Trustee
Vera M. Hinton, Trustee

Carl and Bobbie Hinton Revocable Trust

Carl Hinton, Trustee
Carl Hinton, Trustee

Bobbie Hinton, Trustee
Bobbie Hinton, Trustee

BUYER:

COUNTY OF SANTA BARBARA
A political subdivision of the State of California

ATTEST:
Michael F. Brown
Clerk of the Board

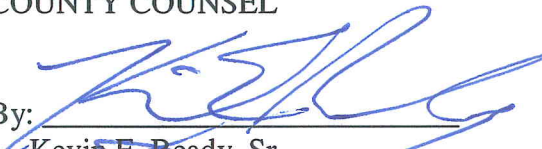
By: _____
Chair, Board of Supervisors

Date: _____

Project: Los Alamos Purchase
Contract Fire/Hinton
A.P.N.: 101-151-005, & -006
Folio: 003622
Agent: DG

COUNTY SIGNATURE PAGE

APPROVED AS TO FORM:
DANIEL J. WALLACE
COUNTY COUNSEL

By: 
Kevin E. Ready, Sr.
Senior Deputy County Counsel

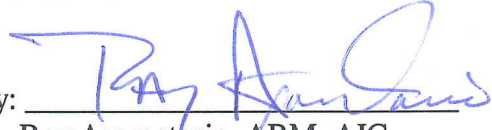
APPROVED AS TO FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: 
Deputy

APPROVED:

By: 
Ronn Carlentine, SR/WA
Real Property Manager

APPROVED:

By: 
Ray Aromatorio, ARM, AIC
Risk Program Administrator

CONSENT OF ESCROW HOLDER

The undersigned Escrow Holder hereby agrees to:

- A. Accept the foregoing Contract;
- B. Act as the Escrow Holder under the Contract for the fees herein described;
- C. Be bound by the Contract;

in the performance of its duties as Escrow Holder.

However, the undersigned will have no obligation, liability or responsibility under this consent or otherwise, unless and until the Contract, fully signed by the parties has been delivered to the undersigned. Further, the undersigned will have no obligation, liability or responsibility under any amendment to the Contract unless and until the amendment is accepted by the undersigned in writing.

_____, 2010

CHICAGO TITLE COMPANY

By: _____

Name and Title

LEGAL DESCRIPTION OF THE PROPERTY

Parcel One:

Lots 7 and 8 in Block 4 of the Town of Los Alamos, in the County of Santa Barbara, State of California, as shown on the map thereof filed in Book B, Page 406 of Miscellaneous Records, in the office of the County Recorder of said County.

Said land is described in a County of Santa Barbara Certificate of Compliance recorded October 27, 2003, as Instrument No. 2003-0147622 of Official records.

Parcel Two:

Lot 9 in the Town of Los Alamos, in the County of Santa Barbara, State of California, as shown on the map thereof filed in Book B, Page 406 of Miscellaneous Records, in the office of the County Recorder of said County.

Said land is described in a County of Santa Barbara Certificate of Compliance recorded February 11, 2003, as Instrument No. 2003-0017328 of Official records.

Excepting from Parcels One and Two above described, all oil, gas, petroleum and other hydrocarbon substances, and minerals, in, under or recoverable from the portion of the subsurface of the above described land, lying below a plane parallel to and 500 feet vertically below the surface of said land, without the right of surface entry, as reserved in deed from Ida Ferrini, et al. recorded August 10, 1976, as Instrument No. 33723 in Book 2623, Page 164 of Official Records.

APN: 101-151-005 & 06

**EXHIBIT "B" TO
REAL PROPERTY SALE CONTRACT
AND ESCROW INSTRUCTIONS**

GRANT DEED

[A copy of the Grant Deed follows on the next page.]

EXHIBIT B

**RECORDING REQUESTED BY:
COUNTY OF SANTA BARBARA**

WHEN RECORDED RETURN TO:
County of Santa Barbara
Department of General Services
Office of Real Estate Services
1105 Santa Barbara Street
Santa Barbara, CA 93101

No Fee per Cal. Gov. Code 6103

Assessor's Parcel Numbers: 101-151-005, -006

GRANT DEED

For valuable consideration, Terrance L. Hinton and Vera M. Hinton, as Trustees of the Hinton 1989 Trust, dated November 6, 1989, as to an undivided ½ interest, and Carl Hinton and Bobbie Hinton, Trustees of the Carl and Bobbie Hinton Revocable Trust, dated May 24, 2002, as to an undivided ½ interest, as tenants in common; hereby grant to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, fee title to all of that certain real property located in the unincorporated area of the County of Santa Barbara, California, more particularly described in Attachment "1" hereto, incorporated herein by this reference.

IN WITNESS WHEREOF, Terrance L. Hinton and Vera M. Hinton, as Trustees of the Hinton 1989 Trust, dated November 6, 1989, and Carl Hinton and Bobbie Hinton, Trustees of the Carl and Bobbie Hinton Revocable Trust, dated May 24, 2002, have executed this Grant Deed on the ____ day of _____, _____.

GRANTORS

Hinton 1989 Trust

Carl and Bobbie Hinton Revocable Trust

Terrance L. Hinton, Trustee

Carl Hinton, Trustee

Vera M. Hinton, Trustee

Bobbie Hinton, Trustee

STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

On _____, _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Name of Notary Public

Notary Expiration Date: _____ [SEAL]

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Excepting from Parcels One and Two above described, all oil, gas, petroleum and other hydrocarbon substances, and minerals, in, under or recoverable from the portion of the subsurface of the above described land, lying below a plane parallel to and 500 feet vertically below the surface of said land, without the right of surface entry, as reserved in deed from Ida Ferrini, et al. recorded August 10, 1976, as Instrument No. 33723 in Book 2623, Page 164 of Official Records.

APN: 101-151-005 & 06