

ATTACHMENT 1

**Real Property Purchase Agreement
and Escrow Instructions**

Project: Santa Barbara County Fire Protection District Acquisition, Brookside Ave., Orcutt
APN: 107-321-013
File No.: 003929

**REAL PROPERTY PURCHASE AGREEMENT
AND ESCROW INSTRUCTIONS**

This **REAL PROPERTY PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS** (“Agreement”) is made and entered into by and between the SANTA BARBARA COUNTY FIRE PROTECTION DISTRICT, a dependent special district of the County of Santa Barbara (“DISTRICT”), and Edward D. McCoy Trust (“OWNER”), with reference to the following:

RECITALS

WHEREAS, OWNER is the fee simple owner of that vacant and unimproved real property in the unincorporated area of the County of Santa Barbara, State of California located at the terminus of Brookside Avenue in Orcutt, California, described as Assessor’s Parcel Number 107-321-013 (the “Property”), and shown on Exhibit “A”, attached hereto and incorporated herein by reference; and

WHEREAS, DISTRICT has identified the Property as potentially suitable for the future location of a fire station and desires to purchase the Property in fee title for the future needs of the DISTRICT; and

WHEREAS, DISTRICT and OWNER concur that the value of the Property has been mutually agreed upon between DISTRICT and OWNER; and

OPERATIVE PROVISIONS

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

1. PURCHASE PRICE AND TERMS OF SALE: DISTRICT agrees to purchase from OWNER, and OWNER agrees to sell to DISTRICT, fee ownership of the Property, subject to the following:

a. **Purchase Price**: The total purchase price for the Property shall be NINE HUNDRED SEVENTY THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$970,750.00) (“Purchase Price”).

b. **Documents and Escrow**: Upon final execution by DISTRICT, DISTRICT shall return a duplicate original of this Agreement to OWNER, open escrow pursuant to Section 2

hereof, and deliver a copy of this Agreement to the escrow holder.

c. Deposit: DISTRICT shall deposit with the escrow holder the sum of FIFTEEN THOUSAND DOLLARS (\$15,000) (the "Initial Deposit") and an additional sum of FIFTEEN THOUSAND DOLLARS (\$15,000) (the "Additional Deposit") on the dates and terms set forth in Section 3 below.

d. Escrow Period: In accordance with Section 2.a. herein below, escrow shall be open for a period of up to seven (7) months following the execution of this Agreement (the "Escrow Period") and may be extended upon the written mutual agreement of the parties.

e. Initial Due Diligence Period: DISTRICT shall have forty-five (45) days following the execution of this Agreement to approve, or disapprove, in its sole judgment the condition of the Property and complete its investigation of the Property (the "Initial Due Diligence Period"). During the Initial Due Diligence Period, DISTRICT may, in its sole and absolute discretion, elect to terminate this Agreement based upon any of the following:

- i. Its review and investigation of the condition of the Property, which may include, but shall not be limited to, studies related to the condition of the Property or title to the Property;
- ii. A determination from the County of Santa Barbara Planning Commission pursuant to the requirements of California Government Code Section 65402; or
- iii. DISTRICT's inability to complete any of the studies or actions set forth above;

If DISTRICT elects to terminate this Agreement pursuant to this Section 1.e., DISTRICT shall communicate such termination in writing to OWNER, such that it is received by OWNER no later than 5:00 p.m. on the last day of the Initial Due Diligence Period, or on the following business day if such day falls on a weekend or holiday. DISTRICT shall thereafter have no further liability with respect to this transaction and shall be entitled to the return of the Deposit together with interest accrued thereon.

If DISTRICT fails to deliver notice of its election to terminate on or before 5:00 p.m. on the last day of the Initial Due Diligence Period, then DISTRICT shall be deemed to have waived this condition. If the last day of the Due Diligence Period falls on a weekend or holiday, the Due Diligence Period shall be extended until 5:00 p.m. of the following business day.

f. CEQA Due Diligence Period: DISTRICT shall have seven (7) months following the execution of this Agreement to complete the California Environmental Quality Act (CEQA) environmental review process for this transaction, the content of and conclusions of which is within the DISTRICT's sole discretion (the "CEQA Due Diligence Period"). This time period may be extended upon written mutual agreement of the parties. Close of escrow is contingent on the DISTRICT Board of Directors completing the CEQA environmental review process by adopting or certifying a CEQA document analyzing the property and granting the necessary authority to execute a Certificate of Acceptance. If a CEQA document is not adopted or certified during the CEQA Due Diligence Period, DISTRICT may in its sole discretion elect to terminate this

Agreement. If DISTRICT elects to terminate this Agreement pursuant to this Section 1.f. based on the results of the CEQA analysis, DISTRICT shall communicate such termination in writing to OWNER, such that it is received by OWNER no later than 5:00 p.m. on the last day of the CEQA Due Diligence Period, or on the following business day if such day falls on a weekend or holiday. DISTRICT shall thereafter have no further liability with respect to this transaction and shall be entitled to the return of the Initial Deposit and the Additional Deposit together with interest accrued thereon.

g. Grant Deed: Within thirty (30) days following execution of this Agreement by DISTRICT, OWNER shall deliver to the escrow holder a grant deed, after said grant deed is duly executed and acknowledged by OWNER ("Grant Deed"), in substantially the same form shown on Exhibit "B", attached hereto and incorporated herein by reference.

h. Certificate of Acceptance: At least one (1) day prior to the close of escrow, DISTRICT shall deposit with the escrow holder a certificate of acceptance for the Property, after said certificate has been executed by DISTRICT ("Certificate of Acceptance"), in substantially the same form shown on Exhibit "C", attached hereto and incorporated herein by reference, and the balance of the Purchase Price, plus costs of pro-rations, fees, and expenses pursuant to this Agreement. OWNER understands that authority to execute a Certificate of Acceptance is contingent on completion of CEQA as discussed in Section 1.f above.

i. Conditions Precedent: Successful completion of the California Environmental Quality Act (CEQA) environmental review process for this transaction, resulting in the adoption or certification of the CEQA document, as determined in DISTRICT's sole discretion, as well as appropriation of funding by the Santa Barbara County Fire Protection District Board of Directors (the "Directors") and Directors' grant of authority to execute the Certificate of Acceptance, are all express conditions precedent to DISTRICT's duty to purchase. Notwithstanding any other provision in this Agreement, the Initial Due Diligence Period and CEQA Due Diligence may be extended by mutual written agreement to permit the funding approval and appropriation by the Directors or to ensure compliance with CEQA.

2. ESCROW AND OTHER FEES: OWNER and DISTRICT agree that Fidelity National Title, located at 2222 S. Broadway, Suite G, in Santa Maria, shall serve as the escrow holder for this transaction ("Escrow Holder"). Within ten (10) days following the execution of this Agreement by DISTRICT, DISTRICT shall open escrow, deliver a copy of this Agreement to the Escrow Holder, and submit the Initial Deposit in accordance with Section 3 below. Fire Chief Mark Hartwig, or his designee, (collectively, "Fire Chief"), shall execute the necessary escrow instructions and/or additional documents that may be required to complete the closing of this real property transaction. This Agreement 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 Agreement. In case of conflict between this Agreement and any of said escrow documents, the terms of this Agreement shall govern.

a. Escrow shall close on or before seven (7) months following execution of the Agreement by the Directors (the "Closing Date"), or such other date as the parties hereto shall

mutually agree in writing, and may occur after all conditions herein stated are satisfied (except those conditions that have been waived by an express written waiver duly executed by the waiving party). The "Close of Escrow" is defined as (i) the full payment of the Purchase Price to OWNER; and (ii) the recordation of the Grant Deed, which shall vest fee title in the Property to the DISTRICT.

- b. Escrow, title and other fees shall be paid as follows:
 - i. DISTRICT shall pay all County documentary transfer tax ("Transfer Tax"), if applicable.
 - ii. OWNER shall pay for a California Land Title Association Standard Coverage Policy of title insurance showing title vested in DISTRICT subject only to the permitted exceptions and the standard printed exceptions and conditions in the policy.
 - iii. DISTRICT shall pay for any extended or additional title insurance coverage that may be required by DISTRICT.
 - iv. OWNER and DISTRICT shall split payment of all escrow fees.
 - v. DISTRICT shall pay all escrow fees in the event that this escrow is canceled by DISTRICT after the expiration of the Initial Due Diligence Period and prior to the conveyance of the Property to DISTRICT, except that OWNER shall pay escrow fees in the event that DISTRICT cancels escrow in accordance with Section 9, *GOOD FAITH DISCLOSURE BY OWNER*, after OWNER fails or refuses to correct title conditions at DISTRICT's request. OWNER shall pay all escrow fees in the event this escrow is canceled by DISTRICT during the Initial Due Diligence Period for the reasons set forth in Section 1 above. DISTRICT and OWNER shall split escrow fees if this escrow is canceled by DISTRICT during CEQA Due Diligence Period.

3. DEPOSIT AND REFUND: Within ten (10) days following execution of this Agreement, DISTRICT shall deposit the Initial Deposit with Escrow Holder the Deposit in the amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00). DISTRICT shall deposit the Additional Deposit in an additional amount of FIFTEEN THOUSAND DOLLARS (\$15,000) within four (4) months following the execution of this Agreement. If this Agreement is terminated prior to the expiration of the Initial Due Diligence Period for any reason, the Initial Deposit shall be refunded to DISTRICT less any fees that are due and are DISTRICT's responsibility as described herein. In no event shall DISTRICT be held responsible for the payment of any compensation and/or commission due for services performed by or on behalf of OWNER. If this Agreement is terminated after the Initial Due Diligence Period and prior to the Close of Escrow pursuant to the provisions herein, the Initial Deposit and Additional Deposit, if any, shall be paid to OWNER, except in the case of a termination of this Agreement pursuant to Section 1.f. above or another provision that expressly entitles DISTRICT to a refund of the Initial Deposit or Additional Deposit.

In the event that escrow is canceled by DISTRICT for any reason after the balance of the Purchase Price is deposited with the Escrow Holder prior to the conveyance of the Property to DISTRICT, the balance of the Purchase Price shall be fully refunded to DISTRICT.

4. **ESCROW HOLDER OBLIGATIONS:** Escrow Holder shall be obligated as follows:

- a. Provide a current preliminary title report covering the Property;
- b. Cause the Grant Deed and Certificate of Acceptance to be recorded concurrently at Close of Escrow with title to the Property vested in DISTRICT;
- c. Issue or have issued to DISTRICT the California Land Title Association Standard Coverage Policy of title insurance required herein;
- d. Obtain reconveyance(s) from any holders of liens against the Property and record said reconveyance(s) in the Santa Barbara County Clerk-Recorder's Office concurrently with the executed Grant Deed and Certificate of Acceptance;
- e. Provide DISTRICT and OWNER with Conformed Copies of all recorded documents pertaining to this Escrow; and
- f. Provide DISTRICT and OWNER a final closing statement with certification by the title company.

5. **DISTRICT OBLIGATIONS:** The DISTRICT shall be obligated as follows:

- a. Timely deliver to Escrow Holder all documents and fees required to be deposited by DISTRICT under this Agreement.
- b. Pay for all costs identified as DISTRICT's costs as set forth in this Agreement.

6. **OWNER'S REPRESENTATION AND WARRANTIES:** OWNER represents and warrants that:

- a. There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the Property or pending against OWNER that could affect OWNER's title of the Property, or subject an owner of the Property to liability.
- b. There are no attachments, execution proceedings, assignments for the benefit of creditors, insolvency, or bankruptcy, reorganization or other proceedings pending against the OWNER restricting the Close of Escrow.
- c. OWNER has not actually received any formal, written notice of any pending change in zoning from any governmental or quasi-governmental authority, which change would materially affect the present zoning or present use of the Property. The term "formal written notice" as used in this Agreement shall mean that kind and method of notice that must legally be given to

the owner(s) of the Property, but shall not mean notice by publication.

d. OWNER will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the execution of this Agreement that will not be eliminated prior to the Close of Escrow.

e. Neither the entering into this Agreement nor the performance of any of OWNER's obligations under this Agreement will violate the terms of any contract, agreement or instrument to which OWNER is a party.

7. **OWNER'S OBLIGATIONS:** The OWNER shall be obligated as follows:

a. Within thirty (30) days following execution of this Agreement, deliver to Escrow Holder an executed Grant Deed, in substantially the same form as Exhibit "B", conveying fee interest to the Property. The Grant Deed shall be vested in "Santa Barbara County Fire Protection District."

b. Ensure that the Property is free and clear of any and all liens and encumbrances including the removal of financial indebtedness (excepting taxes, which will be prorated to the Close of Escrow).

c. Pay, if and when due, all payments on any encumbrances or assessments presently affecting the Property and any and all taxes, assessments, and levies in respect to the Property prior to the Close of Escrow.

d. Refrain from recording any covenants, conditions or restrictions against the Property, including without limitation any application for annexation or development of the Property.

e. Pay for any and all costs identified as OWNER's costs as contained in this Agreement. OWNER's costs associated with this Agreement shall be paid by OWNER at the Close of Escrow from the Purchase Price.

f. Timely deliver to Escrow Holder all documents required to be deposited by OWNER under this Agreement.

g. Terminate all tenancies in accordance with Section 1.g. herein and deliver possession and occupancy, subject to the rights of tenants under existing leases, to DISTRICT at Close of Escrow.

8. **AGENCY DISCLOSURE AND COMMISSION:**

a. OWNER is represented in this transaction by Salesperson and Broker-Associate Bunny R. Maxim, California Department of Real Estate (CalDRE) License #00858641, and brokerage firm Cornerstone Modern Broker, CalDRE License #01898142.

b. DISTRICT represents itself in this transaction. Fire Chief Mark A. Hartwig, or his designee, is hereby authorized by the Directors to negotiate on behalf of the DISTRICT and to execute. Susan Freebourn, Real Property Agent in the County of Santa Barbara General Services Department, CalDRE License #01402979, is assisting the DISTRICT with this transaction.

c. Any commission paid to any agent or broker representing OWNER in this transaction shall be paid by OWNER.

9. **GOOD FAITH DISCLOSURE BY OWNER:** OWNER shall make a good faith disclosure to DISTRICT of any and all facts, findings, or information on the Property, known to OWNER after reasonable inquiry, including without limitation those relating to: historical uses; prior permitted uses; current uses including, but not limited to, express or implied contracts, leases and/or permits; geological conditions; biological conditions; archaeological sites; flood hazard area(s); special studies zones; zoning reports; environmentally hazardous material such as dioxins, oils, solvents, waste disposal, gasoline tank leakage, pesticide use and spills, herbicide use or spills or any other substances and/or products of environmental contamination. Any and all facts or information known by OWNER concerning the condition of the Property shall be delivered to DISTRICT no later than ten (10) days following DISTRICT's execution of this Agreement. Except for the disclosure requirements of this Section, DISTRICT is purchasing the Property "as is" without further representations or warranties of OWNER.

If such facts or information provided by OWNER disclose conditions that adversely affect the continued or contemplated use of the Property, and that DISTRICT reasonably deems unacceptable, or if DISTRICT otherwise discovers such facts or information through tests and/or surveys which disclose such conditions, and OWNER is unwilling or unable to correct such conditions to the reasonable satisfaction of DISTRICT or any governmental body having jurisdiction, then DISTRICT may, at its sole option, terminate this Agreement. Within ten (10) business days of actual receipt of said disclosure information, DISTRICT shall notify OWNER of the conditions it deems unacceptable and the corrections desired and request OWNER, at OWNER's expense, to correct the condition(s) affected thereby to the reasonable satisfaction of DISTRICT and/or any governmental body having jurisdiction. Failure to so correct shall be grounds for termination of this Agreement.

10. **INSPECTION BY DISTRICT:** DISTRICT, upon not less than 24-hour notice to the OWNER, shall have the right of entry onto the Property to conduct and/or have DISTRICT contractors conduct such inspections and testing thereon as are, in DISTRICT's sole discretion, necessary to reasonably determine the condition of the Property and conduct CEQA analysis. The scope of any such testing or inspection which requires physical sampling of all or any part of the Property shall be subject to:

a. The prior written approval of OWNER, which OWNER may not unreasonably withhold.

b. OWNER's receipt of a certificate of insurance evidencing any insurance coverage reasonably required by OWNER pursuant to this Section.

c. The requirement that DISTRICT conduct all such inspections and testing, including the disposal of samples taken, in accordance with applicable law and at no cost or liability to OWNER. DISTRICT shall complete such inspections and testing within the Due Diligence Period and shall restore all areas of the Property to its pre-test and pre-inspection condition as near as is practicable.

If any toxins or contaminants are discovered, DISTRICT shall notify OWNER immediately and OWNER shall have the right, but not the responsibility to take any actions in response to such notifications that it deems necessary in its sole and absolute discretion. If OWNER elects not to take actions in response to such notifications, then, notwithstanding other provisions contained herein, OWNER and/or DISTRICT shall have the right at any time prior to the Close of Escrow to terminate this Agreement with no further liability.

DISTRICT shall give OWNER written notice prior to the commencement of any testing or inspections in, on or about the Property, and OWNER shall have the right to post Notices of Testing, and/or Notices of Non-responsibility as provided by law. All testing on the Property shall keep the Property free and clear of claims, charges and/or liens for labor and materials, and DISTRICT shall defend, indemnify and save harmless OWNER, its officials, officers, agents and employees from and against any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities caused by any such testing, inspection or entry by DISTRICT, its partners, officers, directors, members, shareholders, independent contractors, agents or employees.

11. 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 OWNER, except:

a. All covenants, conditions, restrictions, and reservations of record approved by DISTRICT.

b. All easements or rights-of-way over the Property for public or quasi-public utility or public street purposes, if any, approved by DISTRICT.

c. All exceptions contained in the preliminary title report as may be approved by DISTRICT.

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 Holder is authorized to pay all delinquent taxes, if any, from the amount shown in Section 1, SALE AND PURCHASE PRICE, herein above. OWNER understands that pursuant to Section 4986(a)(6), OWNER may receive after the Close of Escrow, either 1) an unsecured property tax bill from the County of Santa Barbara Treasurer-Tax Collector for real property taxes that may be due; or 2) a County of Santa Barbara warrant from the County of Santa Barbara Auditor-Controller to reimburse OWNER for any prepaid property taxes that may be canceled.

DISTRICT shall have the right to review the preliminary title report and disapprove in writing any items disclosed in said report prior to the close of escrow. OWNER shall have thirty (30) days from receipt of DISTRICT's notice of disapproval to correct the condition(s) that adversely affect the Property. Failure or refusal to correct shall be grounds for termination of this Agreement by DISTRICT.

OWNER shall request Escrow to be extended for thirty (30) days where there is a need for OWNER to correct an adverse condition unless correction requires more than thirty (30) days in which case escrow shall be extended to the date of correction.

12. **TIME OF ESSENCE**: Time is of the essence in the performance by the parties in respect to this Agreement.

13. **NOTICES**: All notices, 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, DISTRICT may also provide notices, documents, correspondence or such other communications to OWNER by personal delivery or by first class mail postage prepaid and any such notices, documents, correspondence and communications so given shall be deemed to have been given upon actual receipt.

IF TO OWNER: Cornerstone Modern Broker
 Attn: Bunny R. Maxim
 125 E. Clark Avenue
 Santa Maria, CA 93455
 (805) 878-0807
 Email: bunny@bunnymaxim.com

IF TO DISTRICT: Santa Barbara County Fire Protection District
 4410 Cathedral Oaks Road
 Santa Barbara, CA 93110
 Phone: (805) 681-5500

with a copy to: County of Santa Barbara
 General Services Department
 Attn: Real Property Division
 1105 Santa Barbara Street, 2nd floor
 Santa Barbara, CA 93101
 Phone: (805) 266-4176
 Email: sfreebourn@countyofsb.org

ESCROW HOLDER: Fidelity National Title
 Attn: Jennifer Gutierrez
 2222 S. Broadway, Suite G
 Santa Maria, CA 93454
 Phone: (805) 922-8331
 Email: Jennifer.gutierrez@fnf.com

14. **SUCCESSORS**: This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assignees of the parties to this Agreement.

15. **ASSIGNMENT PROHIBITION:** DISTRICT shall not assign its rights or delegate its duties under this Agreement, without the prior written consent of OWNER, which consent may be withheld. Any sale, assignment, or other transfer in violation of this Section 16 shall be null and void.

16. **WAIVERS:** No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision, and no waiver shall be valid unless in writing and executed by the waiving party.

17. **CONSTRUCTION:** Section headings are solely for the convenience of the parties and are not a part and shall not be used to interpret this Agreement. The singular form shall include the plural and vice-versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement.

18. **FURTHER ASSURANCES:** Whenever requested by the other party, each party shall execute, acknowledge and deliver all further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurances, approvals, consents and all further instruments and documents as may be necessary, expedient or proper to complete any conveyances, transfers, sales, and agreements covered by this Agreement, and to do all other acts and to execute, acknowledge, and deliver all requested documents to carry out the intent and purpose of this Agreement.

19. **THIRD PARTY RIGHTS:** Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

20. **INTEGRATION:** This Agreement contains the entire agreement between the parties, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting the purchase of the Property.

21. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument.

22. **SURVIVAL:** The indemnification provisions of this Agreement shall survive termination and shall be binding on all successor in interest to the Property as provided in Section 13 above.

23. **AMENDMENT:** This Agreement may not be amended or altered except by a written instrument executed by DISTRICT and OWNER.

24. **PARTIAL INVALIDITY:** Any provision of this Agreement that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforceability of this Agreement shall be of no effect, but all the remaining provisions of this Agreement shall remain in full force and effect.

25. **EXHIBITS:** All attached exhibits are incorporated in this Agreement by reference.

26. **INDEMNIFICATION:** OWNER covenants and agrees that all material representations regarding the Property are true and correct to the best of their knowledge and OWNER agrees to fully indemnify and hold harmless DISTRICT for all liability, claims, demands, damages and costs that may arise should the Property be other than that which was represented and warranted.

27. **AUTHORITY OF PARTIES:** All persons executing this Agreement on behalf of any party to this Agreement warrant that they have the authority to execute this Agreement on behalf of that party. OWNER represents and warrants that they are collectively the sole owners of the Property or are authorized by the OWNER of the Property to execute this Agreement, to consummate the transactions contemplated hereby, and no additional signatures are required.

28. **GOVERNING LAW:** The validity, meaning, and effect of this Agreement shall be determined in accordance with California laws.

///


Project: Santa Barbara County Fire Protection District Acquisition, Brookside Ave., Orcutt
APN: 107-321-013
File No.: 003929

IN WITNESS WHEREOF, DISTRICT and OWNER have executed this Real Property Purchase Agreement and Escrow Instructions by the respective authorized officers as set forth below to be effective as of the date executed by DISTRICT.

“DISTRICT”
SANTA BARBARA COUNTY
FIRE PROTECTION DISTRICT
a dependent special district of
the County of Santa Barbara

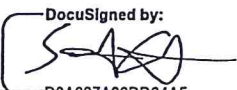
By: 
Bob Nelson, Chair
Board of Directors

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD
Ex Officio Clerk of the Santa Barbara
County Fire Protection District


By: 
Deputy

Date: 6/22/2021

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

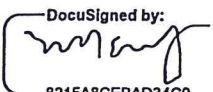
By: 
D0A027A09DD04A5...
Scott Greenwood
Deputy County Counsel

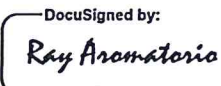
APPROVED AS TO ACCOUNTING:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
E1998503A4304B7...
Deputy

APPROVED:

APPROVED AS TO FORM:
RAY AROMATORIO
CEO/RISK MANAGEMENT

By: 
8215A8CEBAD34C0...
Mark A. Hartwig, Fire Chief/Fire Warden
Santa Barbara County Fire Protection District

By: 
D3DB8526E16F47E...
Ray Aromatorio
Risk Manager

OWNER signatures continue on next page

Project: Santa Barbara County Fire Protection District Acquisition, Brookside Ave., Orcutt
APN: 107-321-013
File No.: 003929

IN WITNESS WHEREOF, DISTRICT and OWNER have executed this Real Property Purchase Agreement and Escrow Instructions by the respective authorized officers as set forth below to be effective as of the date executed by DISTRICT.

“OWNER”
EDWARD D. MCCOY TRUST

By: DocuSigned by:
J. Edward McCoy, Trustee
J. Edward McCoy, Trustee

Date: 6/10/2021

DocuSigned by:
Mariella Edgar, Trustee
Mariella Edgar, Trustee

DocuSigned by:
Frank J McCoy, Trustee
Frank J McCoy, Trustee

CONSENT OF ESCROW HOLDER

The undersigned Escrow Holder hereby agrees to:

- A. Accept the foregoing Purchase Agreement;
- B. Act as the Escrow Holder under the Purchase Agreement for the fees herein described;
- C. Be bound by the Purchase Agreement 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 Purchase Agreement, 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 Purchase Agreement unless and until the amendment is accepted by the undersigned in writing.

FIDELITY NATIONAL TITLE

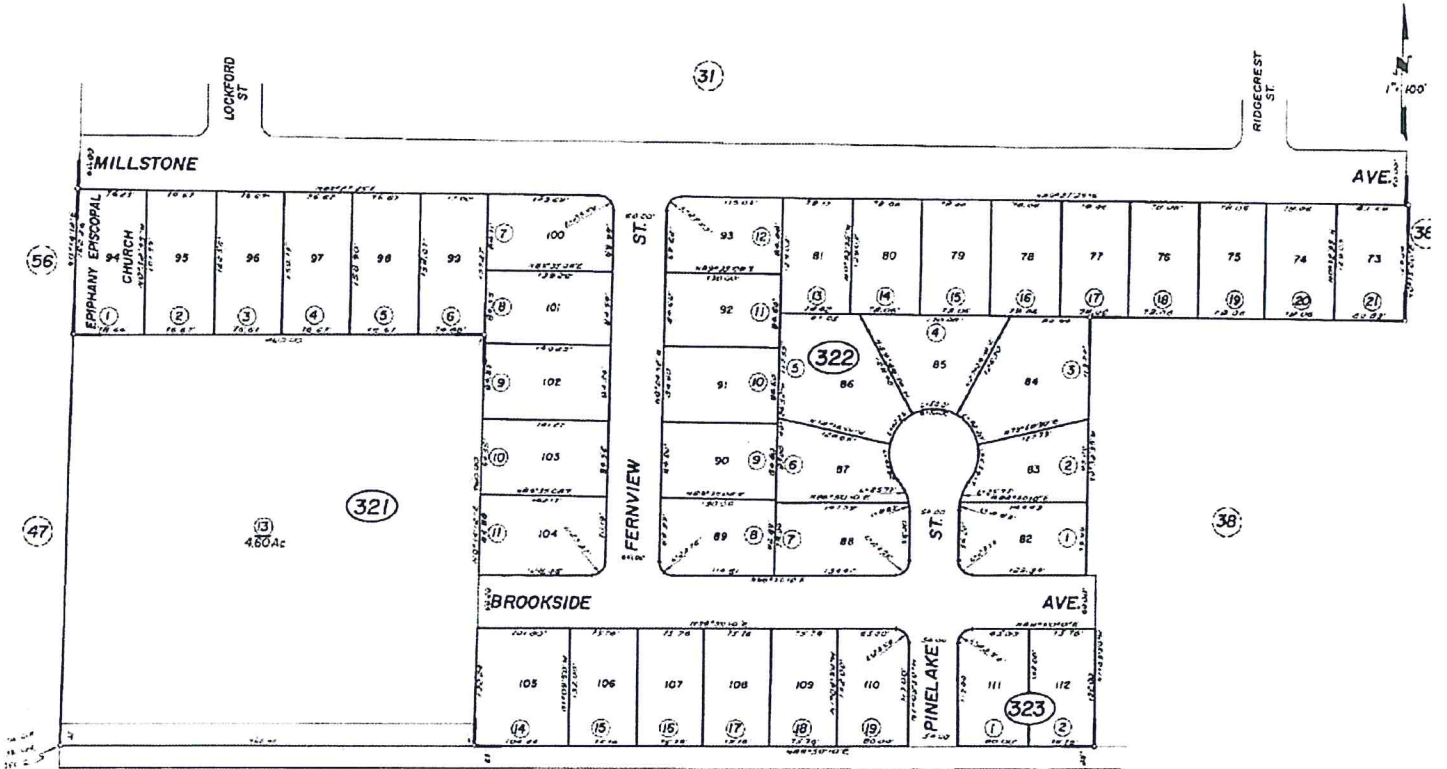
By: _____
Jennifer Gutierrez
Escrow Officer

Date: _____

EXHIBIT "A" PROPERTY

POR. SE 1/4 SEC. 2, T. 9 N., R. 34 W., S. B. B. & M.

107-32



3/28/61 R. M. Bk. 55 , Pg. 61, 62 - Tract No. 10033 Unit No. 1

25

Assessor's Map Bk 107 - Pg 32
County of Santa Barbara, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

8/07

**EXHIBIT "B"
GRANT DEED**

Recorded at request by
and to be returned to:
County of Santa Barbara
General Services Department
Office of Real Estate Services
Will Call

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to Government Code § 6103
No Documentary Transfer Tax
Pursuant to Rev & Tax Code §11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 107-321-013
RP Folio #003929

The undersigned grantor declares	
DOCUMENTARY TRANSFER TAX \$	_____ - 0 - _____
<input type="checkbox"/>	computed on full value of property conveyed, or
<input type="checkbox"/>	computed on full value less liens and encumbrances remaining at the time of sale.
<input checked="" type="checkbox"/>	unincorporated area of the County of Santa Barbara

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged EDWARD D. MCCOY TRUST, as GRANTOR, hereby grants to SANTA BARBARA COUNTY FIRE PROTECTION DISTRICT, a dependent district of the County of Santa Barbara, its successors or assigns, as GRANTEE, fee title to that certain real property situated in the unincorporated area of the County of Santa Barbara, State of California, more particularly described in Exhibit "A" hereto, incorporated herein by this reference.

DATE: _____, 2021

"GRANTOR"

J. Edward McCoy, Trustee

ACKNOWLEDGEMENT

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)
)
COUNTY OF LOS ANGELES)

On _____, before me, _____, Notary Public, personally appeared J. Edward McCoy, Trustee of the Edward D. McCoy Trust, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entities upon behalf of which the persons 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.

Signature

(Seal)

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "A"

PARCEL 1:

An undivided 1/3rd interest in and to that portion of the South half of the Southeast quarter of Section 2 in Township 9 North, Range 34 West, San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the official plat of the survey of said land on file in the Bureau of Land Management and approved on November 2, 1891, and described as follows:

Beginning at the Southwest corner of the Southeast quarter of said Section 2; thence North along the center line of said Section, 460 feet; thence East, parallel with the South line of said Section, 460 feet; thence South, parallel with said center line of said Section 460 feet to said South line of said Section; thence West along said South line of said Section, 460 feet to the point of beginning.

PARCEL 2:

An undivided 1/3rd interest in and to all oil, gas, hydrocarbon substances, minerals and oil and mineral rights lying below a depth of 500 feet, in and under that portion of said South half of the Southeast Quarter of Section 2, in Township 9 North, Range 34 West, San Bernardino Meridian in the County of Santa Barbara, State of California, according to the official plat of the survey of said land on file in the Bureau of Land Management and approved on November 2, 1891, described in the deed from Edward D. McCoy et al to C.A. Taylor et al, dated May 22, 1958, and recorded September 26, 1958, in Book 1557, Page 455 of Official Records, records of said County

EXHIBIT "B"
CERTIFICATE OF ACCEPTANCE

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: CA Govt Code § 27281

THIS IS TO CERTIFY that the interest in real property conveyed by the GRANT DEED dated _____, 2021, from Edward D. McCoy Trust, as GRANTOR, to the SANTA BARBARA COUNTY FIRE PROTECTION DISTRICT, a dependent district of the County of Santa Barbara, as Grantee, is hereby accepted by Order of the Board of Directors of the Santa Barbara County Fire Protection District, and the Santa Barbara County Fire Protection District consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this ____, day of _____, 2021.

CLERK OF THE BOARD OF DIRECTORS
SANTA BARBARA COUNTY
FIRE PROTECTION DISTRICT

By: _____

Deputy Clerk

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Scott Greenwood
Deputy County Counsel