

Attachment 1

ATTACHMENT 1

**Real Property Purchase Agreement
and
Escrow Instructions**

Project: Bonney Parcel Acquisition, Town of Orcutt
APN: 101-020-076
File No.: 003956

REAL PROPERTY PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

This **PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS** (“Agreement”) is made and entered into by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California (“COUNTY”), and Timothy D Bonney and Beverly L. Bonney husband and wife as joint tenants (“OWNERS”); with reference to the following:

RECITALS

WHEREAS, OWNERS are the fee simple owners of the 96-acre vacant open space parcel of land in Orcutt, an unincorporated town located in the Santa Maria Valley in the County of Santa Barbara, State of California, commonly identified as Santa Barbara County Assessor Parcel Number 101-020-076, (“PROPERTY”), as shown on Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, COUNTY desires to purchase the PROPERTY consisting of approximately 96-acres in fee title for the present and future needs of the COUNTY; and

WHEREAS, COUNTY and OWNERS concur the value of the PROPERTY has been mutually agreed upon between the COUNTY and OWNERS; and

OPERATIVE PROVISIONS

NOW THEREFORE, in consideration of the covenants and conditions contained herein, the parties agree that OWNERS shall remise, release, and convey to COUNTY and COUNTY 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 Agreement, COUNTY agrees to purchase from OWNERS, and OWNERS agrees to sell to COUNTY, fee ownership of the PROPERTY, subject to the following:

a. The total purchase price for the PROPERTY shall be NINE HUNDRED NINE THOUSAND DOLLARS (\$909,000.00).

b. Upon final execution by COUNTY, COUNTY shall return a duplicate original of this Agreement to OWNERS, and shall open escrow pursuant to Section 2 hereof, and shall deliver to the Escrow Holder a copy of this Agreement.

c. Escrow shall be open for a period of up to thirty (30) days to allow COUNTY to complete its investigation of the PROPERTY, and to satisfy all conditions described herein (the “Due Diligence Period”).

d. During the Due Diligence Period, COUNTY 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 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. COUNTY's inability to complete any of the studies or actions set forth above.

e. If COUNTY 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 COUNTY 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. Within ten days of the opening of escrow, OWNERS will deliver to the Escrow Holder the Grant Deed which has been duly executed and acknowledged by OWNERS, in substantially the same form shown on Exhibit "B", attached hereto and incorporated herein by reference.

g. At least one (1) day prior to the close of escrow, COUNTY shall deposit with the Escrow Holder a Certificate of Acceptance for the PROPERTY which has been executed by COUNTY, in substantially the same form shown on Exhibit "C", attached hereto and incorporated herein by reference, and the purchase price plus costs of pro-rations, fees, and expenses pursuant to this Agreement.

h. Completion of the California Environmental Quality Act (CEQA) environmental review process for this transaction, as determined by COUNTY, and appropriation of funding by the County Board of Supervisors are express conditions precedent to COUNTY's duty to purchase. Notwithstanding any other provision in this Agreement, COUNTY, at COUNTY's option, may extend escrow up to thirty (30) days to permit the funding approval and appropriation by County Board of Supervisors or to ensure compliance with CEQA. In the event COUNTY opts to extend the escrow period pursuant to this section, COUNTY shall provide written notice to OWNERS no later than 5:00 p.m. of the last day of the Due Diligence Period.

2. **ESCROW AND OTHER FEES:** Within ten (10) days following the execution of this Agreement by COUNTY, COUNTY shall open escrow at Lawyers Title Company, 3480 Vine Street Suite 100, Riverside, California, ("Escrow Holder"); with escrow instructions to be based upon the terms and conditions set forth herein, and COUNTY shall deliver a copy of this Agreement to the Escrow Holder. On behalf of COUNTY, the Director of the County of Santa Barbara Department of General Services, or designee, shall execute the necessary escrow instructions and/or additional documents which 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. The Closing shall be on or before the date thirty (30) days following execution of the Agreement by the County Board of Supervisors, (the "Closing Date"), or such other date as the parties hereto shall mutually agree in writing. The "Closing" or "Close of Escrow" is defined as the satisfaction of all conditions herein stated, except those conditions that may be waived by an express written waiver duly executed by the waiving party; the recordation of a Grant Deed which shall vest title to the PROPERTY in COUNTY; and the payment to OWNERS pursuant to Section 1 herein above.

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

i. COUNTY shall pay all 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 for by COUNTY.

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

iv. COUNTY shall pay Escrow Holder's fees at the close of escrow.

v. COUNTY shall pay all escrow fees in the event that this escrow is canceled by COUNTY prior to the conveyance of the PROPERTY to COUNTY. The foregoing notwithstanding, OWNERS shall pay escrow fees in the event that COUNTY cancels escrow in accordance with Section 10 after OWNERS fail or refuse to correct title conditions at COUNTY's request.

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

a. Provide current preliminary title report covering the PROPERTY, at COUNTY's expense;

b. At Closing, the Grant Deed and the Certificate of Acceptance shall be recorded concurrently, vesting title to the PROPERTY in COUNTY;

c. Issue or have issued to COUNTY the California Land Title Association policy of title insurance required herein;

d. To obtain reconveyances from any holders of liens against the PROPERTY and record concurrently with the Santa Barbara County Recorder's Office the executed Grant Deed and deliver the recorded Grant Deed to COUNTY;

e. Provide COUNTY and OWNERS with Conformed Copies of all recorded documents pertaining to this Escrow; and

f. Provide COUNTY and OWNERS a final closing statement with certification by the title company.

4. **COUNTY OBLIGATIONS:** The COUNTY shall be obligated as follows:

a. COUNTY shall timely deliver to Escrow Holder all documents and fees required to be deposited by COUNTY under this Agreement.

b. COUNTY shall be responsible to pay for any and all cost identified as COUNTY's costs as contained in this Agreement.

5. **OWNERS' REPRESENTATION AND WARRANTIES:** The OWNERS represent and warrant that:

a. There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the PROPERTY or pending against OWNERS which could affect OWNERS' title of the PROPERTY, or subject an owner of the PROPERTY to liability.

b. There are not attachments, execution proceedings, assignments for the benefit of creditors, insolvency, or bankruptcy, reorganization or other proceedings pending against the OWNERS restricting the Close of Escrow.

c. OWNERS have 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 which must legally be given to the owner(s) of the PROPERTY, but shall not mean notice by publication.

d. OWNERS 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 OWNERS' obligations under this Agreement will violate the terms of any contract, agreement or instrument to which OWNERS are a party.

Except for the warranties of paragraph d above, the representations in this Section 5 are made to the best of OWNERS' knowledge after reasonable inquiry.

6. **OWNERS' OBLIGATIONS:** The OWNERS shall be obligated as follows:

a. OWNERS shall deliver to the Escrow Officer 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 "County of Santa Barbara."

b. OWNERS shall 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. OWNERS shall pay, if and when the same are 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. OWNERS shall not record any covenants, conditions or restrictions against the PROPERTY, including without limitation any application for annexation or development of the PROPERTY.

e. OWNERS shall be responsible to pay for any and all costs identified as OWNERS costs as contained in this Agreement. OWNERS costs associated with this Agreement shall be paid by OWNERS at the Close of Escrow from the purchase price as stated in Section 1 above.

f. OWNERS shall timely deliver to Escrow Officer all documents required to be deposited by OWNERS under this Agreement.

7. **COMMISSION**: It is understood that COUNTY represents itself in this transaction and that any commission paid to any agent or broker representing OWNERS in this transaction shall be paid by OWNERS.

8. **GOOD FAITH DISCLOSURE BY OWNERS**: OWNERS shall make a good faith disclosure to COUNTY of any and all facts, findings, or information on the PROPERTY, known to OWNERS 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 OWNERS concerning the condition of the PROPERTY shall be delivered to COUNTY no later than ten (10) days following COUNTY's execution of this Agreement. Except for the disclosure requirements of this Section 8, COUNTY is purchasing the PROPERTY "as is" without further representations or warranties of OWNERS.

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

9. **INSPECTION BY COUNTY**: COUNTY upon not less than 24-hour notice to the OWNERS shall have the right of entry onto the PROPERTY to conduct such non-invasive and non-intrusive inspections and testing thereon as are, in COUNTY's sole discretion, necessary to reasonably determine the condition of the PROPERTY. 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 OWNERS, which OWNERS may not unreasonably withhold.

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

c. The requirement that COUNTY conduct all such inspections and testing, including the disposal of samples taken, in accordance with applicable law and at no cost or liability to OWNERS. COUNTY 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, COUNTY shall notify OWNERS immediately and OWNERS 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 OWNERS elect not to take actions in response to such notifications, then, notwithstanding other provisions contained herein, OWNERS and/or COUNTY shall have the right at any time prior to the Close of Escrow to terminate this Agreement with no further liability.

COUNTY shall give OWNERS written notice prior to the commencement of any testing or inspections in, on or about the PROPERTY, and OWNERS 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 COUNTY shall defend, indemnify and save harmless OWNERS, its officials, officers, agents and employees from and against any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of, related to, or in connection with any such testing, inspection or entry by COUNTY, its partners, officers, directors, members, shareholders, independent contractors, agents or employees.

10. 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 OWNERS, except:

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

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

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

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, if any, from the amount shown in Section 1, SALE AND PURCHASE PRICE, herein above. OWNERS understand that pursuant to Section 4986(a)(6), OWNERS 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 OWNERS for any prepaid property taxes that may be canceled.

COUNTY 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. OWNERS shall have thirty

(30) days from receipt of COUNTY'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 COUNTY.

OWNERS shall request Escrow to be extended for thirty (30) days where there is a need for OWNERS 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.

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

12. **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, COUNTY may also provide notices, documents, correspondence or such other communications to OWNERS 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 OWNERS: Timothy & Beverly Bonney
c/o Tim Bonney
3862 Katella Avenue Suite B
Los Alamitos, CA 90720
(562) 795-0660
Facsimile: (562) 795-0660
tdbii@aol.com

IF TO COUNTY: County of Santa Barbara
General Services Department
Attn: Real Property Division
1105 Santa Barbara Street, 2nd floor
Santa Barbara, CA 93101
(805) 568-3070
Facsimile: (805) 568-3249

ESCROW HOLDER: Lawyers Title Company
Attn: Debbie Strickland
3480 Vine Street Suite 100
Riverside, CA 92507
(951) 248-0660
Facsimile: (866) 640-0197
dstrickland@ltic.com

13. **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.

14. **ASSIGNMENT PROHIBITION:** COUNTY shall not assign its rights or delegate its duties under this Agreement, without the prior written consent of OWNERS, which consent may be withheld. Any sale, assignment, or other transfer in violation of this Section 14 shall be null and void.

14.1 **ASSIGNMENT FOR PURPOSES OF 1031 EXCHANGE:** COUNTY acknowledges that OWNERS intend to convey the PROPERTY as part of a tax deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1984, as amended. Section 14 above notwithstanding, OWNERS may assign or transfer their rights – but not their obligations – under this Agreement to a qualified intermediary in order to effect such an exchange. OWNERS shall provide notice to COUNTY of any such assignment. COUNTY shall incur no additional expense or liability in connection with such assignment or exchange, whether actual or contingent. OWNERS acknowledge COUNTY has made no representations whatsoever as to the legal sufficiency or effect of an exchange, including these instructions, as it relates to applicable Federal and State laws. OWNERS, at OWNERS sole expense, may obtain independent counsel of a tax attorney or a C.P.A. for the determination of any income tax consequences of this transaction and shall fully indemnify and hold harmless COUNTY from any loss which they may sustain in the event this transaction is audited and disallowed by the Internal Revenue Service as a Section 1031 exchange

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **COUNTERPARTS**: This Agreement may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument.
21. **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.
22. **AMENDMENT**: This Agreement may not be amended or altered except by a written instrument executed by COUNTY and OWNERS.
23. **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.
24. **EXHIBITS**: All attached exhibits are incorporated in this Agreement by reference.
25. **INDEMNIFICATION**: OWNERS covenant and agree that all material representations regarding the PROPERTY are true and correct to the best of their knowledge and OWNERS agree to fully indemnify and hold harmless COUNTY for all liability, claims, demands, damages and costs that may arise should the PROPERTY be other than that which was represented and warranted.
26. **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. OWNERS represent and warrant that they are collectively the sole owners of the PROPERTY or are authorized by the OWNERS of the PROPERTY to execute this Agreement, to consummate the transactions contemplated hereby, and no additional signatures are required.
27. **GOVERNING LAW**: The validity, meaning, and effect of this Agreement shall be determined in accordance with California laws.
29. **FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES**: In the event that the parties hereto utilize facsimile transmitted documents or electronically 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 of transmission; however, funds shall not be released nor shall documents be accepted for recordation by the Santa Barbara County Recorder's Office until such documents bearing original signatures are received by OWNERS.

(COUNTY and OWNERS signatures continue on following page)

Project: Bonney Parcel Acquisition, Town of Orcutt
APN: 101-020-076
File No.: 003956

IN WITNESS WHEREOF, COUNTY and OWNERS 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 COUNTY.

“COUNTY”
“COUNTY SANTA BARBARA”
a political subdivision of the State of California

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD


By: _____
Gregg Hart, Chair
Board of Supervisors

Date: _____

By: _____
Deputy

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

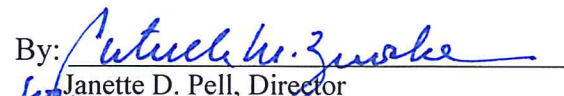
APPROVED AS TO ACCOUNTING:
AUDITOR-CONTROLLER

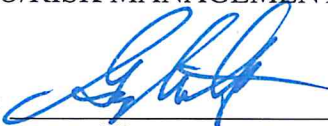
By:  _____
Scott Greenwood
Deputy County Counsel

By:  _____
Betsy M. Schaffer
Auditor-Controller

APPROVED:

APPROVED AS TO FORM:
RAY AROMATORIO
CEO/RISK MANAGEMENT

By:  _____
Janette D. Pell, Director
General Services Department

By:  _____
Greg Milligan
Safety Officer

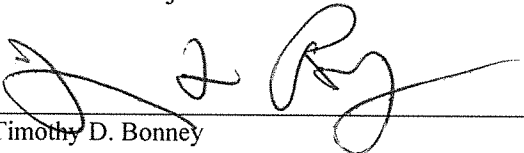
(OWNERS signatures continue on next page)

Project: Bonney Parcel Acquisition, Town of Orcutt
APN: 101-020-076
File No.: 003956

IN WITNESS WHEREOF, COUNTY and OWNERS 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 COUNTY.

“OWNERS”

TIMOTHY D BONNEY AND BEVERLY L. BONNEY
husband and wife joint tenants

By: 

Timothy D. Bonney

Date: 8/18/20

By: 

Beverly L. Bonney

Date: 8/18/20

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.

LAWYERS TITLE COMPANY

By: 

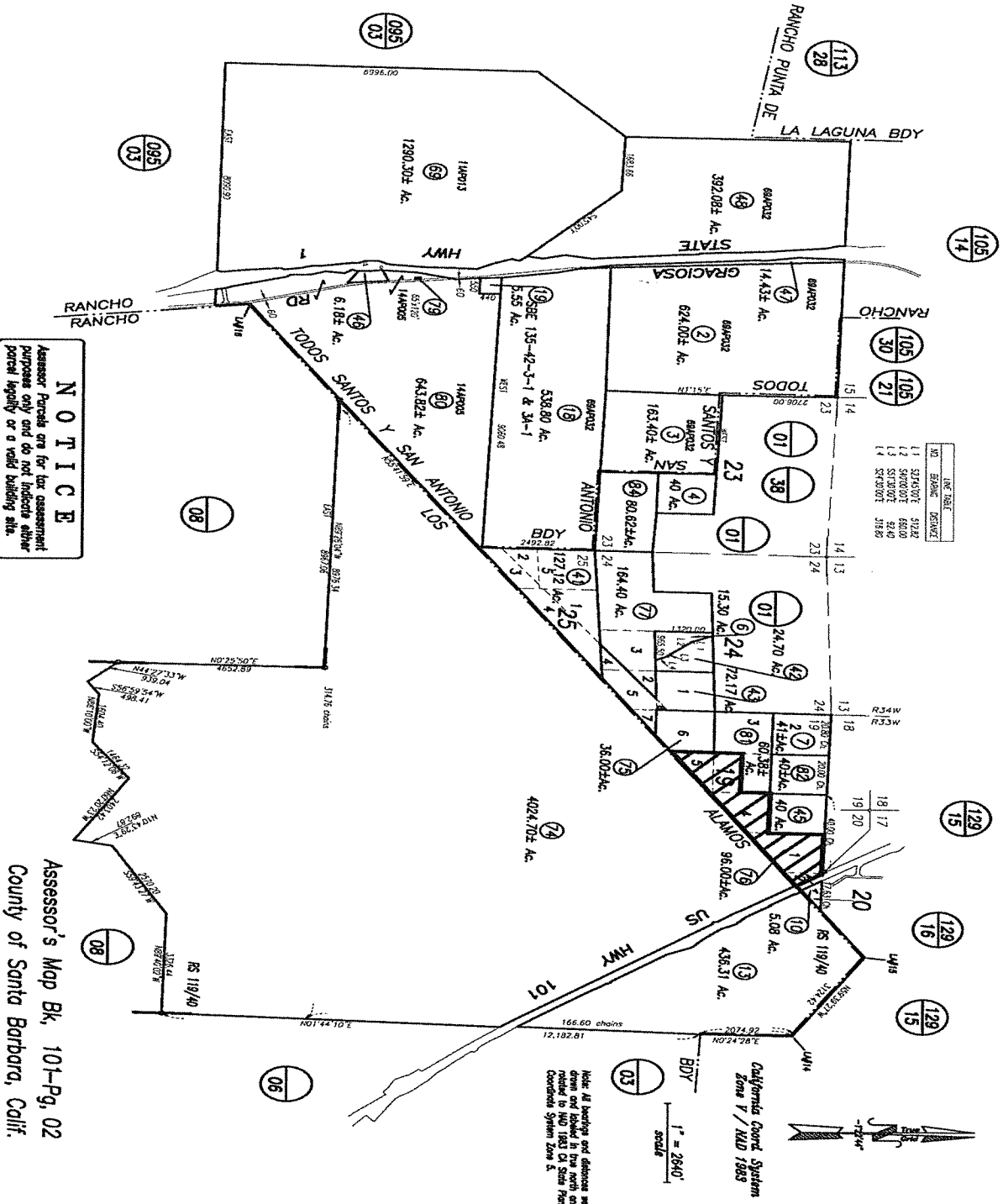
Debbie L. Strickland
Escrow Officer

Date: August 13, 2020

EXHIBIT "A" PROPERTY

POR. RANCHOS LOS ALAMOS & TODOS SANTOS Y SAN ANTONIO
POR. T9N R33 & 34W SBB&M

101-02



NOTICE
Assessor's Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

Assessor's Map Bk, 101-Pg, 02
County of Santa Barbara, Calif.

(10/18) 78 & 010-7 780 020-04, 010-22, & 23

**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
A.P.N. 101-020-076
Real Property Division #003956

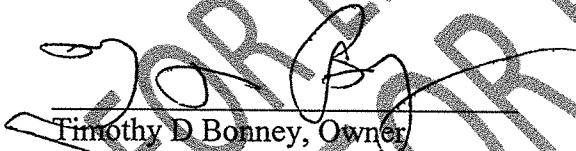
| | |
|-------------------------------------|---|
| The undersigned grantor declares | |
| DOCUMENTARY TRANSFER TAX \$ | - 0 - |
| <input type="checkbox"/> | computed on full value of property conveyed, or |
| <input type="checkbox"/> | computed on full value less liens and encumbrances remaining at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

GRANT DEED

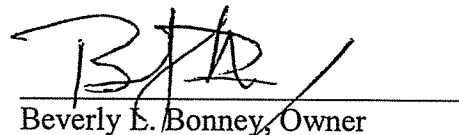
For valuable consideration, receipt of which is hereby acknowledged TIMOTHY D BONNEY and BEVERLY L. BONNEY husband and wife as joint tenants, as GRANTORS, hereby grant to COUNTY OF SANTA BARBARA, a political subdivision of the State of California, its successors or assigns, as GRANTEE, fee title to that certain real property situated in the Town of Orcutt, in the Santa Maria Valley in the County of Santa Barbara, State of California, more particularly described in Exhibit "A" hereto, incorporated herein by this reference.

DATE: August 18, 2020

"GRANTORS"



Timothy D Bonney, Owner



Beverly L. Bonney, Owner

NOT FOR RECORDATION

Exhibit "A"
Legal Description

All that certain real property situated in the County of Santa Barbara, State of California, described as follows:

PARCEL ONE:

Lot 1 of Section 19 and Lot 2 of Section 20, in Township 9 North, Range 33 West, San Bernardino Base and Meridian, in the County of Santa Barbara, State of California according to the official plat of said land approved by the Surveyor General November 2, 1891.

EXCEPTING therefrom that portion described in deed to the State of California in document recorded October 21, 1931 as Instrument No. 8673 in Book 248, Page 399 of Official Records, records of Santa Barbara County.

ALSO EXCEPTING therefrom that portion described in the deed to the State of California recorded April 28, 1955 as Instrument No. 7671 in Book 1312, Page 15 of Official Records, records of said County.

ALSO EXCEPTING therefrom that portion of said Lot 2 as described in the deed to Donald Warren recorded October 26, 1971 as Instrument No. 34775 in Book 2369, Page 1187 of Official Records, records of said County.

ALSO EXCEPTING therefrom all right, title and interest to all oil, gas, asphaltum and other hydrocarbons in, on, or under said premises, and the right to develop the same as reserved by L.M. Schwabacher, et al., in document recorded August 26, 1936 as Instrument No. 6557 in Book 371, Page 394 of Official Records, records of said County.

PARCEL TWO:

All that portion of the patented mining claim known as Placer Mining Claims 2, 5, 8, 9, 10 and described as Lot 4 and Lot 5 and the South half of the Southeast quarter of the Northwest quarter of Section 19, Township 9 North, Range 33 West, San Bernardino Base and Meridian, in the County of Santa Barbara, State of California according to the official plat of said land approved by the Surveyor General November 2, 1891.

EXCEPTING therefrom any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits within the land above described which may have been discovered or known to exist on or prior to September 4, 1896.

PARCEL THREE:

A non-exclusive surface easement on and over that certain existing access road set forth and described as the "Primary Access Easement "A" Area" in that certain document entitled EASEMENT AGREEMENT DATED SEPTEMBER 30, 1996, executed by and between Savannah Resources Corp., a California corporation and Texaco Exploration and Production Inc., a Delaware corporation recorded October 1, 1996 as Instrument No. 96-059897 Official Records, Santa Barbara County. Said easement is to be appurtenant to and for the benefit of Parcels One and Two above described.

PARCEL FOUR:

A non-exclusive easement for purposes of ingress and egress over, upon and across the existing improved road identified as Easement Area "B", as set forth in that certain document entitled "Easement Agreement", dated December 1, 1996, executed by and between Nuevo Energy Company, a Delaware corporation and Texaco Exploration and Production, Inc., a Delaware corporation, recorded January 27, 1997 as Instrument No 97-004229 Official Records. Said easement is to be appurtenant to and for the benefit of Parcels One and Two above described.

PARCEL FIVE:

An easement for ingress and egress, underground utilities (water pipelines and facilities, electrical lines, TV cable, gas pipeline etc.) on, over and across the following described property:

An access easement over a portion of Section 19, Township 9 North, Range 33 West, San Bernardino Meridian, County of Santa Barbara, State of California, the center line of which is more particularly described as follows:

Commencing at a point on the East line of said Section 24 from which the Northeast corner of said Section 24 as shown on Record of Survey Map Book 21, Page 194, on file in the Office of the County Recorder of said County bears North 00 degrees 28 minutes 49 seconds East, a distance of 2637.06 feet;

thence North 89 degrees 19 minutes 35 seconds East along the South line of Lot 3 as shown on said Record of Survey, a distance of 884.07 feet to the true point of beginning;

thence South 06 degrees 04 minutes 18 seconds West a distance of 141.45 feet to the beginning of a curve concave to the East with a radius of 300.41 feet;

thence Southerly along said curve an arc distance of 198.54 feet through a central angle of 37 degrees 52 minutes 03 seconds;

thence South 34 degrees 46 minutes 45 seconds East a distance of 54.00 feet to the beginning of a curve concave to the Northeast with a radius of 131.32 feet;

thence Southeasterly along said curve an arc distance of 80.34 feet through a central angle of 35 degrees 03 minutes 06 seconds to the beginning of a curve concave to the Southwest with a radius of 217.17 feet;

thence Southerly along said curve an arc distance of 200.71 feet through a central angle of 52 degrees 57 minutes 08 seconds;

thence South 16 degrees 52 minutes 43 seconds East a distance of 91.14 feet;

thence North 75 degrees 35 minutes 01 seconds East a distance of 194.75 feet to a point in the West line of Lot 5 of said Section 19 according to the official plat of said land approved by the surveyor general November 2, 1891, being the Easterly terminus of said centerline from which the Southeast corner of said Lot 3 as shown on said Record of Survey Map bears North 00 degrees 42 minutes 19 seconds East a distance of 606.20 feet.

APN: 101-020-076

EXHIBIT
"C"
CERTIFICATE OF ACCEPTANCE

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS. §27281

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant Deed dated August _____, 2020, from Timothy D Bonney and Beverly L. Bonney Husband and Wife Joint Tenants ("OWNERS"), as GRANTOR, to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California ("COUNTY"), its successors or assigns, as GRANTEE, is hereby accepted by Order of the Board of Supervisors of the County of Santa Barbara on _____, and the County of Santa Barbara consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal this _____ day of _____

CLERK
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF SANTA BARBARA

By: _____
Sheila de la Guerra
Deputy Clerk

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Scott Greenwood
Deputy County Counsel