

Attachment 2

ATTACHMENT 2

Purchase Agreement and Escrow Instructions

**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, hereinafter referred to as the "COUNTY," and CHANNEL ISLANDS RESTORATION, INC., a California public benefit, non-profit corporation, as "OWNER"; with reference to the following:

RECITALS

WHEREAS, OWNER is the fee simple owner of those certain real properties in an unincorporated area of the County of Santa Barbara, State of California, commonly identified as Assessor's Parcel Numbers:

059-020-040 and 059-020-049, commonly known as 1160 Via Gaitero Road, Santa Barbara, California, ("LOT 4");

059-020-050, commonly known as 4265 Via Terrazzo, Santa Barbara, California, ("LOT 12");

059-020-051, commonly known as 4250 Via Terrazzo, Santa Barbara, California, ("LOT 13"), including

059-020-052, commonly known as 4270 Via Terrazzo, Santa Barbara, California, ("LOT 14"); and

hereinafter collectively referred to as the "LOTS", shown on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, OWNER is one member of and holds the property as fiduciary to a coalition of groups and individuals that formed the Foothills Forever Campaign ("CAMPAIGN") an unincorporated association that acquired the rights to purchase the lands involved hereunder, successfully raised funds from various community sources to exercise such rights and consummated the purchase of such lands on a compressed timeline with the express intent of preserving these lands in perpetuity as undeveloped public open space notwithstanding any existing entitlements to development in order to benefit the community and transferring these lands to a qualified governmental or nonprofit agency with the capacity to manage and operate these lands as undeveloped public open space in accordance with the intentions and commitments of the CAMPAIGN; and

WHEREAS, the Santa Barbara Foundation, a public benefit non-profit corporation, is serving as the fiscal agent for the CAMPAIGN and OWNER with respect to the sale and transfer of the LOTS, and in that capacity receives, holds and disburses such funds in the name of Foothills Forever, a fiscal sponsorship fund of the Santa Barbara Foundation, ("SANTA BARBARA FOUNDATION"); and

WHEREAS, OWNER, acting by and through its Board of Directors at a duly noticed and authorized meeting on April 10, 2023, adopted Resolution 20230410-01, (“RESOLUTION”), authorizing sale of the LOTS and directing the transmission and deposit of any excess proceeds from sale of the LOTS through escrow to the SANTA BARBARA FOUNDATION as the fiscal agent for the CAMPAIGN and for the benefit of the CAMPAIGN; and

WHEREAS, COUNTY has identified the above-mentioned LOTS comprising of approximately 24-acres as suitable for public purposes; and

WHEREAS, OWNER desires to sell the LOTS to the COUNTY and the COUNTY desires to purchase, in fee title subject to the limitations contained in the Deed, attached as Exhibit B hereto for the present and future needs of the COUNTY; and

WHEREAS, COUNTY and OWNER concur the value of the LOTS with the restrictions on use stated in the Grant Deed have been mutually agreed upon between the COUNTY and OWNER.

OPERATIVE PROVISIONS

NOW THEREFORE, in consideration of the covenants and conditions contained herein, the parties agree that OWNER shall remise, release, and convey to COUNTY and COUNTY shall accept all right, title, and interest in and to the LOTS, 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 OWNER, and OWNER agrees to sell to COUNTY, fee ownership of the LOTS, subject to the following:

a. The total purchase price for the LOTS shall be ONE MILLION, NINE HUNDRED SIXTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$1,965,000.00).

b. Upon OWNER providing COUNTY with the executed and dated original of this Agreement, and upon final execution by COUNTY, COUNTY shall open escrow within fifteen (15) days of providing such Agreement pursuant to Section 2 hereof, and shall deliver to the Escrow Holder (as the term Escrow Holder” is defined below) a copy of this Agreement fully executed by COUNTY and OWNER.

c. Escrow shall be open for a minimum of forty-five (45) days and a maximum of one-hundred eighty (180) days upon escrow being fully funded.

d. Within twenty (20) days of an executed copy of this Agreement being submitted to escrow, OWNER will deliver to the Escrow Holder the original Grant Deed (the “Grant Deed”), duly executed and acknowledged by OWNER, in substantially the same form shown on Exhibit “B”, attached hereto and incorporated herein by reference.

e. At least one (1) day prior to the close of escrow, COUNTY shall deposit with the Escrow Holder a Certificate of Acceptance for the LOTS 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.

f. 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 OWNER no later than 5:00 p.m. of the last day of the Due Diligence Period. COUNTY shall make best efforts to satisfy the conditions precedent set out in Section 2 below.

2. CONDITIONS PRECEDENT: In addition to the other terms and conditions contained in this Agreement, COUNTY'S acceptance of the LOTS shall be expressly conditioned upon the fulfillment of each of the following conditions precedent. These conditions are for the sole benefit of COUNTY and may be waived or deemed satisfied by COUNTY in COUNTY'S sole and absolute discretion.

- i. Final approval of consummation of the purchase by the Santa Barbara County Board of Supervisors (the "SUPERVISORS").
- ii. Completion of the California Environmental Quality Act (CEQA) environmental review process for this transaction as determined by COUNTY in its sole and absolute discretion.
- iii. Compliance by COUNTY with the requirements of California Government Code 65402(a).

The COUNTY shall make best efforts to satisfy each of these conditions in a timely manner. In the event any of the foregoing conditions are not fulfilled or waived before the Closing Date as defined below, COUNTY, at its election by written notice to the OWNER, may terminate this Agreement and be released from all obligations under this Agreement. Alternatively, COUNTY may agree with OWNER to extend the date of closing to allow sufficient time to satisfy these conditions.

3. INSPECTION BY COUNTY: Forty-five (45) days after opening escrow the COUNTY shall have completed its investigation of the LOTS, (the "Due Diligence Period"). COUNTY upon not less than 24-hour notice to the OWNER shall have the right of entry onto the LOTS 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 LOTS. The scope of any such testing or inspection which requires physical sampling of all or any part of the LOTS shall be subject to:

- a. The prior written approval of OWNER, which OWNER shall not unreasonably withhold.
- b. OWNER receipt of a certificate of insurance evidencing any insurance coverage reasonably required by OWNER 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 OWNER. COUNTY shall complete such inspections and testing within the Due Diligence Period and shall restore all areas of the LOTS to their pre-test and pre-inspection condition as near as is practicable.

If any toxins or contaminants are discovered, COUNTY 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 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 OWNER written notice prior to the commencement of any testing or inspections in, on or about the LOTS, 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 LOTS shall keep the LOTS free and clear of claims, charges and/or liens for labor and materials, and COUNTY 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 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.

Upon completion of inspections, if COUNTY fails to deliver notice of its election to terminate this Agreement pursuant to its inspections 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.

4. ESCROW AND OTHER FEES:

- a. Escrow shall be opened at Fidelity National Title Insurance Company, ("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 the 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.

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

- i. A Standard California Land Title Association owner's policy of title insurance covering the Lots shall be paid for by OWNER.
- ii. OWNER shall pay for any additional title insurance coverage that may be required by the OWNER.
- iii. COUNTY shall pay for any additional title insurance coverage that may be required by the COUNTY.
- iv. OWNER shall pay all County Documentary Transfer Tax ("Transfer Tax").
- v. COUNTY shall pay for COUNTY'S standard escrow fees except as otherwise required by this Agreement.
- vi. OWNER shall pay for OWNER'S standard escrow fees except as otherwise required by this Agreement.

c. OWNER shall pay all escrow fees in the event that this escrow is canceled by the OWNER prior to the conveyance of the LOTS to COUNTY.

d. COUNTY shall pay all escrow fees in the event that this escrow is canceled by COUNTY prior to the conveyance of the LOTS to COUNTY. The foregoing notwithstanding, OWNER shall pay escrow fees in the event that COUNTY cancels escrow in accordance with Section 5 after OWNER'S failure or refusal to correct title conditions at COUNTY'S request.

e. The Closing shall occur no later than thirty (30) days after escrow is fully funded and any and all documents are approved and executed by all parties (the "Closing Date"), or such other date if escrow is extended pursuant to the terms herein or such other date as the parties hereto mutually agree to in writing. The "Closing" 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; and the recordation of a Grant Deed which shall vest title of the LOTS to the COUNTY. The "Close of Escrow" is defined as:

- i. the recordation of the Grant Deed, which shall vest fee title of the LOTS to the COUNTY; and
- ii. the recordation of the Certificate of Acceptance.

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

a. All covenants, conditions, restrictions, and reservations of record approved by COUNTY, excepting the COUNTY does not assume any of the covenants and obligations associated with the agreement entitled Agreement to Provide Affordable Housing, recorded

November 28, 2006, as Instrument No. 2006-92371, of the Official Records in the office of the county recorder of Santa Barbara County, California and any obligations associated with the Mitigation Measures and Conditions of Approval of Tract Map Case Number 01TRM-00000-00005 (TM 14,585), Development Plan Case Number 01DVP-00000-00011, and Environmental Impact Report 04-EIR-03:

b. All easements or rights-of-way over the LOTS 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, with the COUNTY not assuming any of the covenants and obligations associated with the following:

- i. Notice of Information Relative to Tract No. 14585, recorded December 22, 2006, as Instrument No. 2006-99780;
- ii. Notice of the Five Protection Plan, Tract, recorded December 22, 2006, as Instrument No. 2006-99781;
- iii. Notice of the Open Space Management Plan, recorded December 22, 2006, as Instrument No. 2006-99782;
- iv. Notice of the Wetland Mitigation, recorded December 22, 2006, as Instrument No. 2006-99783;
- v. Notice of the Architectural and Landscaping Design Guidelines, recorded December 22, 2006, as Instrument No. 2006-99784, and
- vi. First Amendment to Architectural and Landscape Design Guidelines recorded October 21, 2011, as Instrument No. 2011-0060539 and rerecorded October 27, 2011 as Instrument No. 2011-0061725,

all of which are in the Official Records in the office of the county recorder of Santa Barbara County, California, that are all obligations associated with the Mitigation Measures and Conditions of Approval of Tract Map Case Number 01TRM-00000-00005 (TM 14,585), Development Plan Case Number 01DVP-00000-00011, and Environmental Impact Report 04-EIR-03.

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. 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.

The COUNTY and the OWNER shall pay equally for the cost of the Preliminary Title Report covering said LOTS from said Title Company in Section 4 above. COUNTY shall have the right to review any preliminary title report received after the date of this Agreement and disapprove in writing any items disclosed in said report prior to the close of escrow. Pursuant to Section 5.c.i. through vi. above and all other items appearing thereon shall be deemed to be

approved under the terms of this Agreement. OWNER shall have ten (10) days from receipt of COUNTY'S notice of disapproval to correct the condition(s) that adversely affect the said LOTS as determined by COUNTY in its discretion. OWNER'S failure or refusal to correct any such condition (s) shall be grounds for termination of this Agreement by COUNTY.

OWNER shall request escrow to be extended for thirty (30) days where there is a need for OWNER to correct an adverse condition unless OWNER refuses to correct such condition(s) 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(s) respectively.

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

- a. Provide current preliminary title report covering the LOTS;
- b. Preparation of all documents showing the price of acquisition of the LOTS to be \$1,965,000;
- c. At Closing, the Grant Deed and the Certificate of Acceptance shall be recorded concurrently, vesting title to the LOTS in COUNTY;
- d. Issue or have issued to COUNTY the California Land Title Association policy of title insurance required herein;
- e. To obtain reconveyances from any holders of liens against the LOTS and record concurrently with the Santa Barbara County Recorder's Office the executed Grant Deed and deliver the recorded Grant Deed to COUNTY;
- f. Provide COUNTY and OWNER with Conformed Copies of all recorded documents pertaining to this escrow; and
- g. Provide COUNTY and OWNER a final closing statement with certification by the title company; and
- h. Promptly disburse to SANTA BARBARA FOUNDATION, as fiscal sponsor of the CAMPAIGN for the benefit of the CAMPAIGN any and all remaining funds in Escrow that are unnecessary for this transaction as authorized by the RESOLUTION.

7. COUNTYS' 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 costs identified as COUNTY'S costs as contained in this Agreement.
- c. COUNTY shall pay the purchase price into the escrow.
- d. COUNTY shall be responsible to pay for any and all costs identified as COUNTY'S costs as contained in this Agreement. COUNTY'S costs associated with this Agreement shall be paid by COUNTY at the Close of Escrow from the purchase price.

8. OWNER'S REPRESENTATION AND WARRANTIES: The OWNER represents and warrants that:

a. There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the LOTS or pending against the OWNER, which could affect OWNER'S title of the LOTS, or subject an owner of the LOTS 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 LOTS. 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 of the LOTS, but shall not mean notice by publication.

d. OWNER shall not subject the LOTS 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 the OWNER'S obligations under this Agreement will violate the terms of any contract, agreement or instrument to which the OWNER is a party.

f. OWNER, at the time of the Close of Escrow, has not actually received any formal written notice of any presently uncured violation of any law, ordinance, rule or regulation (including, but not limited to, those relating to zoning, building, fire, health and safety) of any governmental, quasi-governmental authority bearing on the construction, operation, ownership or use of the LOTS.

g. OWNER shall not enter into any leases, contracts, options or agreements before and/or after the execution of this Agreement that will not be eliminated prior to the Close of Escrow. In the event the OWNER has entered and/or wishes to enter into a lease, contract, option or agreement, COUNTY at its sole option may terminate this Agreement.

h. OWNER directs that all proceeds and funds surplus to the sale shall be transmitted to the SANTA BARBARA FOUNDATION, as fiscal agent for CAMPAIGN, pursuant to the RESOLUTION.

Except for the warranties of paragraphs d and g above, the representations in this Section 8 are made to the best of the OWNER'S knowledge after reasonable inquiry.

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

a. OWNER shall deliver to the Escrow Officer an executed Grant Deed conveying fee interest to the LOTS in a form substantially similar to the Grant Deed attached hereto as Exhibit "B". The Grant Deed shall be vested in "COUNTY OF SANTA BARBARA, a political subdivision of the State of California."

b. OWNER shall ensure that the LOTS are free and clear of any and all liens and encumbrances other than those approved by COUNTY as provided above, including the

removal of financial indebtedness (excepting taxes, which will be prorated to the Close of Escrow) not otherwise accepted by COUNTY.

c. OWNER shall pay, if and when the same are due, all payments on any encumbrances or assessments presently affecting the LOTS and any and all taxes, assessments, and levies in respect to the LOTS not otherwise accepted by COUNTY prior to the Close of Escrow.

d. OWNER shall not record any covenants, conditions or restrictions against the LOTS, including without limitation any application for annexation or development of the LOTS.

e. OWNER shall be responsible to 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 from the purchase price, deposited by the COUNTY and or by OWNER at the Close of Escrow.

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

10. COMMISSION: It is understood that COUNTY and the OWNER represent themselves in this transaction and that no commission will be paid on this transaction.

11. GOOD FAITH DISCLOSURE BY OWNER: OWNER shall make a good faith disclosure to COUNTY of any and all facts, findings, or information on the LOTS, 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 LOTS 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 11, COUNTY is purchasing the "as is" and "where is" without further representations or warranties of the OWNER.

If such facts or information provided by OWNER disclose conditions that adversely affect the continued or contemplated use of the LOTS, 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 OWNER 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 OWNER of the conditions it deems unacceptable and the corrections desired and request the OWNER, at the OWNER'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.

12. DEFAULTS AND DAMAGES: Upon the breach by the OWNER of any of the representations and warranties contained in this Agreement, or the default by the OWNER in the performance of any other obligation of the OWNER set forth in this Agreement, COUNTY's sole and exclusive remedies shall be to exercise the following remedies: (a) COUNTY may terminate this Agreement by delivery of written notice to the OWNER, in which event the OWNER shall be responsible for the costs of escrow; or (b) COUNTY may institute proceedings in any court of competent jurisdiction to specifically enforce the performance by the OWNER of the terms of this Agreement.

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

14. 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 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: Channel Islands Restoration, Inc
Attn: Cindy Kimmick, President
P.O. Box 40228
Santa Barbara CA 93140
Telephone: (310) 422-7706
e-mail: Cindy@cirweb.org

IF TO OWNER: Marc Chytilo (delivery of which shall not constitute notice)
Law Office of Marc Chytilo, APC
P. O. Box 92233
Santa Barbara CA 93190
Telephone: (805) 682-0585
e-mail: Marc@lomcsb.com

IF TO SANTA BARBARA FOUNDATION: Jessica Sanchez
Director of Donor Relations
Santa Barbara Foundation
1111 Chapala Street, # 200
Santa Barbara, CA 93101
Telephone (805) 880-9366
e-mail: jsanchez@sbfoundation.org

IF TO CAMPAIGN: Dani Lynch
Co-President
Foothills Forever Executive Committee
PO Box 92233
Santa Barbara, CA 93190

Telephone (805) 617-9584
e-mail: danilynchphotography@gmail.com

IF TO COUNTY: County of Santa Barbara
General Services Dept./Real Property Division
Attn: Project Manager, James Cleary
1105 Santa Barbara Street, 2nd floor
Santa Barbara, CA 93101
Telephone: (805) 568-3070
e-mail: jcleary@countyofsb.org

ESCROW OFFICER: Fidelity National Title Insurance Company
Attn: Jacinta Hoang, Escrow Officer
3700 Street, Suite 100
Santa Barbara CA 93105
Telephone: (805) 879-9433
Facsimile: (805) 879-9450
e-mail: jacinta.hoang@fnf.com

15. 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.

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

17. 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.

18. 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.

19. 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.

20. **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.

21. **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 LOTS.

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

23. **SURVIVAL:** The indemnification provisions of this Agreement shall survive termination and shall be binding on all successor in interest to the LOTS as provided in Section 15 above.

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

25. **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.

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

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

28. **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 LOTS or are authorized by the OWNER of the LOTS to execute this Agreement, to consummate the transactions contemplated hereby, and no additional signatures are required.

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

30. **FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES:** In the event that the parties hereto utilize facsimile transmitted documents or electronically transmitted documents which include digital signatures, such documents shall be accepted as if

they bore original signatures provided that the signature and execution comply with the California Uniform Electronic Transactions Act. Without limiting the foregoing, the parties agree that signatures effected and delivered through the DocuSign service will satisfy this requirement. The foregoing notwithstanding, original signatures shall be required for the Grant Deed; facsimile and/or electronic signatures shall not be accepted for the Grant Deed. In the event that the Santa Barbara County Recorder's Office requires original signatures for other documents, the parties shall produce such original signatures within seventy-two (72) hours or at such other time as the parties mutually agree. Funds shall not be released until such time the Santa Barbara County Recorder's Office has received and accept documents bearing original signatures by the OWNER. The parties may agree to extend the Closing Date in order to obtain the necessary original signatures.

*(COUNTY, OWNER, CAMPAIGN and SANTA BARBARA FOUNDATION
signatures continue on following pages)*

IN WITNESS WHEREOF, COUNTY and OWNER have executed this Donation 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 OF SANTA BARBARA
a political subdivision of the State of California

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: _____
Das Williams, Chair
Board of Supervisors

By: _____
Sheila De La Guerra
Deputy Clerk

Date: _____

APPROVED AS TO FORM:
RACHEL VAN MULLEN
COUNTY COUNSEL

DocuSigned by:
By: Johanna Hartley
Johanna Hartley
Deputy County Counsel

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

DocuSigned by:
By: C. Edwin Price, Jr.
C. Edwin Price, Jr.
Deputy Auditor-Controller

APPROVED AS TO CONTENT:
COUNTY EXECUTIVE OFFICE

DocuSigned by:
By: Jeff Frapwell
Jeff Frapwell
Assistant County Executive Officer

APPROVED AS TO FORM:
CEO/RISK MANAGEMENT

DocuSigned by:
By: Greg Milligan
Greg Milligan
Risk Manager

APPROVED:
DocuSigned by:

By: George Chapjian
George Chapjian, Director
Community Services Department
County Parks Division

APPROVED:
DocuSigned by:

By: Jeffrey Lindgren
Jeffrey Lindgren
Parks Operation Manager
County Parks Division

APPROVED:
DocuSigned by:

By: Kirk Lagerquist
Kirk A. Lagerquist, Director
General Services Department

APPROVED:
DocuSigned by:

By: Julie Lawrence
Julie Lawrence
Real Property Manager

(OWNER, SANTA BARBARA FOUNDATION and CAMPAIGN signatures continues on next page)

“OWNER”

CHANNEL ISLANDS RESTORATION, INC.
a California public benefit, non-profit corporation

DocuSigned by:
By: Cindy Kimmick
Cindy Kimmick, President

Date: 5/21/2023 | 1:13 PM PDT

“SANTA BARBARA FOUNDATION”

Santa Barbara Foundation, Inc.
a California public benefit non-profit corporation
as Fiscal Sponsor for CAMPAIGN

DocuSigned by:
By: Jackie Carrera
Jackie Carrera
Executive Director

Date: 5/21/2023 | 5:06 PM PDT

“CAMPAIGN”

Foothills Forever
An unincorporated Association

DocuSigned by:
By: Dani Lynch
Dani Lynch, Co-President
Foothills Forever Executive Committee

Date: 5/22/2023 | 1:48 PM PDT

Folio # 003994 – Acquisition:

- LOT 4 – APN: 059-020-040 and 059-020-049, 1160 Via Gaitero Road, Santa Barbara
- LOT 12 – APN: 059-020-050, 4265 Via Terrazzo, Santa Barbara
- LOT 13 – APNs: 059-020-051, 4250 Via Terrazzo, Santa Barbara,
- LOT 14 – APNs: 059-020-052, 4270 Via Terrazzo, Santa Barbara,

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.

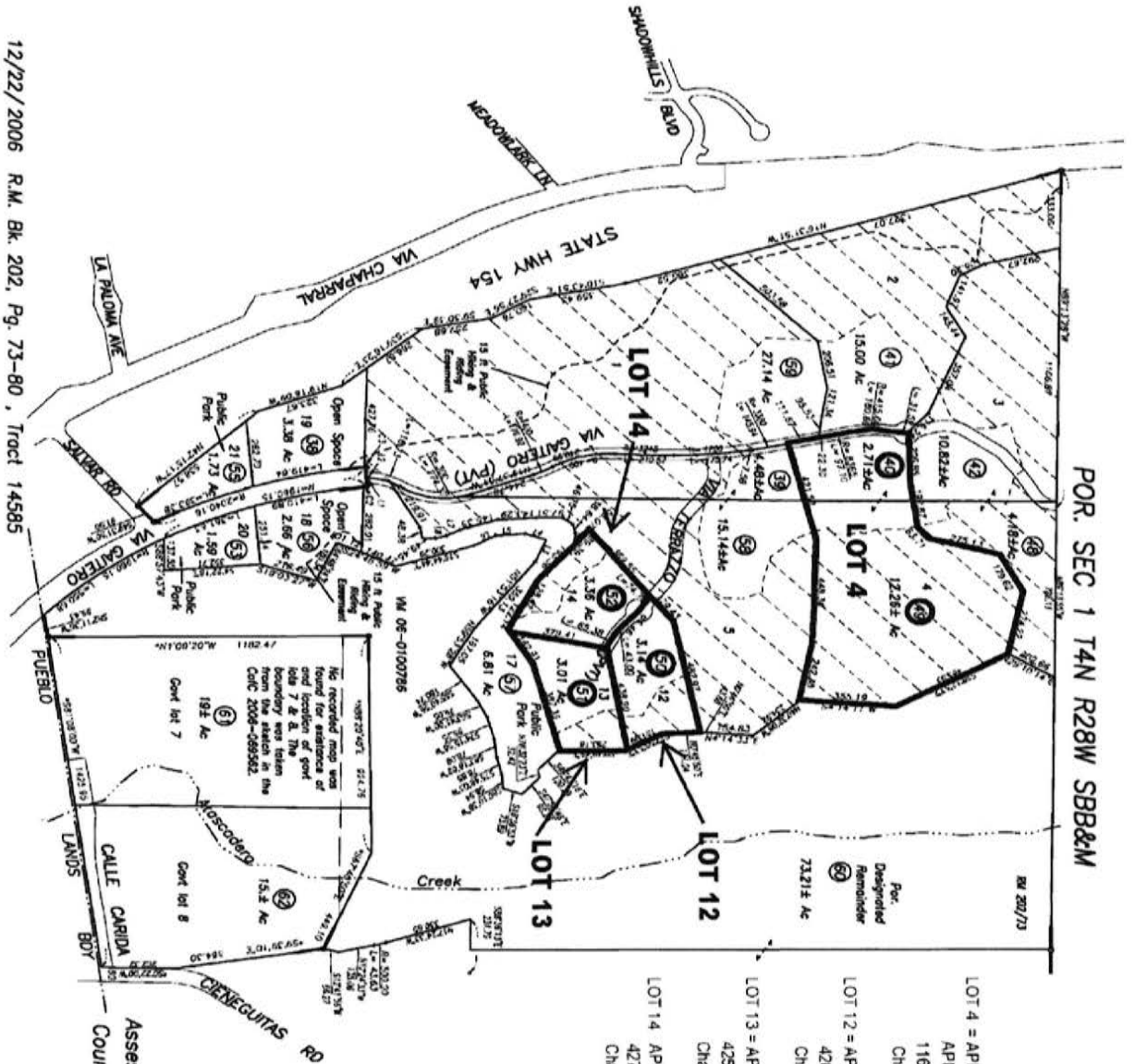
However, the undersigned will have no obligation, liability or responsibility under this consent or otherwise, unless and until the Purchase Agreement, fully signed by the parties has been delivered to the undersigned. Further, the undersigned will have no obligation, liability or responsibility under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

FIDELITY NATIONAL TITLE
INSURANCE COMPANY

DocuSigned by:
By: Jacinta Hoang
185AAS1023AC1D4
Jacinta Hoang, Escrow Officer

Date: 5/22/2023 | 2:55 PM PDT

EXHIBIT "A" PROPERTY



POR. SEC 1 T4N R28W SBB&M

059-02

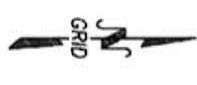
12/22/2006 R.M. Bk. 202, Pg. 73-80, Tract 14585

NOTICE

Assessor's Parcel are for information purposes only and do not indicate either Parcel Agency or a valid building site.

12/09 02 Nov 01 a 02

Assessor's Map Bk, 059-Pg, 02
County of Santa Barbara, Calif.



RECORDING REQUESTED BY:
Fidelity National Title Company

**EXHIBIT
"B"
GRANT DEED**

WHEN RECORDED MAIL TO:
County of Santa Barbara
General Services Department
Real Property Division
1105 Santa Barbara St 2nd Floor
Santa Barbara CA 93101

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to Government Code § 27383
No Documentary Transfer Tax
Pursuant to Rev & Tax Code §11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE
A.P.Ns 059-020-040,-049,-050,-051 & -052
Real Property Division #003994

The undersigned grantor declares

DOCUMENTARY TRANSFER TAX \$ - 0 -
 computed on full value of property conveyed, or
 computed on full value less liens and encumbrances remaining at the time of sale.
 Unincorporated area of Santa Barbara County

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged CHANNEL ISLANDS RESTORATION, INC., a California public benefit, non-profit corporation, as GRANTOR, hereby grants 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 County of Santa Barbara, State of California, more particularly described in Exhibit "A" (Parcels) hereto, incorporated herein by this reference.

This Grant Deed is specifically subject to a restriction in perpetuity limiting use of the Parcels to open space and passive recreational uses, such as hiking trails, as well as use for wildlife, native plants and habitat preservation, and ecological restoration and protection of native species and their habitats. Recreational and open space use of the Parcels shall exclude the use of motorcycles, bicycles, equestrian uses and dogs off leash.

DATE: _____

"GRANTOR"
CHANNEL ISLANDS RESTORATION, INC.
a California public benefit, non-profit corporation

Cindy Kimmick, President

MAIL TAX STATEMENT TO: SAME AS ABOVE

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 SANTA BARBARA)

On _____, before me, _____, Notary Public, personally appeared Cindy Kimmick, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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

For APNs: 059-020-040 & 059-020-049, (LOT 4), 059-020-050, (LOT12),
059-020-051, (LOT 13), 059-020-052, (LOT 14)

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

Parcel One:

Lots 4, 12, 13 and 14 of Tract No. 14585 in the County of Santa Barbara, State
of California, as shown on the map thereof recorded in Book 202, Pages 73-
80 of Maps in the office of the County Recorder of said County.

Parcel Two:

Non-exclusive easements for storm water detention basin, private road, public
and private utility purposes over portions of Lot 17 of Tract No. 14585 recorded
in Book 202, Pages 73-80 of Maps as reserved by Santa Barbara Foothills LLC
in the document recorded December 22, 2006 as Instrument No. 2006-99795
of Official Records, records of Santa Barbara County.

Parcel Three:

A non-exclusive easement for storm water detention basin over a portion of Lot
18 of Tract No. 14585 recorded in Book 202, Pages 73-80 of Maps as reserved
by Santa Barbara Foothills LLC in the document recorded December 22, 2006
as Instrument No. 2006-99796 of Official Records, records of Santa Barbara
County.

APNs: 059-020-040 & -049,(LOT 4), -050, (LOT12), -051, (LOT 13), -052,
(LOT 14).

**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 _____, 2023, from CHANNEL ISLANDS RESTORATION, INC., a California public benefit, non-profit corporation, 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 _____, 2023, 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:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Johannah Hartley
Deputy County Counsel