

# **Attachment 1**

## **ATTACHMENT 1**

### **Purchase Agreement and Escrow Instructions**

Project: Hollister Lofts Sale  
Agreement  
APN: 061-040-048 (Portion)  
RP File: 003910

**REAL PROPERTY SALE & PURCHASE AGREEMENT  
AND ESCROW INSTRUCTIONS**

**THIS SALE & 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 HOLLISTER LOFTS, L.P., a California Limited Partnership (“BUYER”); with reference to the following:

**WHEREAS**, COUNTY is the fee simple owner of a parcel of land in the unincorporated area of the County of Santa Barbara, State of California, commonly identified as Santa Barbara County Assessor’s Parcel Number 061-040-048; and identified as the diagonally slashed area of Attachment 1, attached hereto and incorporated herein by reference (“Property”), located at 4540 Hollister Avenue, Santa Barbara, California, and more particularly in Attachment 2 as described in Exhibit “A” and depicted on Exhibit “B” attached hereto and incorporated herein by reference (“Parcel”); and

**WHEREAS**, COUNTY agrees to sell to BUYER the Parcel in order for BUYER to construct, manage and maintain a 35-unit affordable housing project, including one manager’s unit, on the Parcel, in accordance with the provisions of California Government Code section 25539.4; and

**WHEREAS**, COUNTY and BUYER have executed concurrently herewith a residual receipts loan agreement for BUYER’S acquisition of the Parcel in the amount of FOUR MILLION DOLLARS AND NO CENTS (\$4,000,000.00) (“County Land Loan”); and

**WHEREAS**, the Santa Barbara County Board of Supervisors has determined that the Parcel can be used to provide housing affordable to persons and families of low or moderate income, as defined by California Health and Safety Code Section 50093, and that this use of the Parcel by is in the County’s best interest; and

**WHEREAS**, COUNTY intends to sell the Parcel to BUYER pursuant to the terms of this Agreement, and BUYER intends to purchase the Parcel from COUNTY in order to provide affordable housing in accordance with Gov. Code section 25539.4.

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

**1. SALE AND PURCHASE PRICE.** Subject to the terms and conditions contained in this Agreement, BUYER agrees to purchase from COUNTY, and COUNTY agrees to sell to BUYER, fee ownership of the Parcel, subject to the following:

a. The total purchase price for the Parcel shall be FOUR MILLION DOLLARS AND NO CENTS (\$4,000,000.00).

b. COUNTY shall finance BUYER's purchase of the Parcel pursuant to the terms and conditions of the County Land Loan.

c. Upon final execution by COUNTY, COUNTY shall return a duplicate original of this Agreement to BUYER, and shall open escrow pursuant to Section 2 hereof, and shall deliver to the escrow holder a copy of this Agreement and the following documents provided and pursuant to agreements between the COUNTY and BUYER. The documents below are for reference only and are not incorporated into this Agreement:

County Land Loan Regulatory Agreement  
County Land Loan Deed of Trust  
County Land Loan Notice of Affordability Restrictions

d. Escrow shall be open for a minimum of forty-five (45) calendar days and a maximum of one-hundred eighty calendar (180) days to allow BUYER to complete its investigation of the Parcel, and to satisfy all conditions described herein (the "Due Diligence Period").

e. During the Due Diligence Period, BUYER may, in its sole and absolute discretion, elect to terminate this Agreement based upon its review of the condition of the Parcel upon its investigation of the Parcel, which may include studies related to the condition of the Parcel or title to the Parcel; or upon BUYER's inability to complete any of the studies due to the actions of COUNTY.

f. If BUYER fails to deliver notice of its election to terminate on or before 5:00 p.m. on the last day of the Due Diligence Period, then BUYER shall be deemed to have waived this condition. 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 day.

g. Within twenty (20) business days of an executed copy of this Agreement being submitted to escrow, COUNTY will deliver to the Escrow Holder the original Grant Deed (the "Grant Deed"), duly executed and acknowledged by COUNTY, in substantially the same form shown on Attachment 3, attached hereto and incorporated herein by reference

h. Prior to the close of escrow, COUNTY and BUYER shall execute, and COUNTY shall deliver to the escrow holder, the County Land Loan Regulatory Agreement required by Gov. Code §25539.4. The County Land Loan Regulatory Agreement and all covenants and conditions contained therein shall be binding on BUYER's successors in interest and shall be recorded against the Parcel in the grantor-grantee index of the Santa Barbara County Recorder's Office, with BUYER, or its successors, as grantor, and COUNTY, or its successors, as grantee.

**2. ESCROW AND OTHER FEES:**

a. Within thirty (30) calendar days following the BUYER receiving an allocation of Low Income Housing Tax Credits from the California Tax Credit Allocation Committee, COUNTY shall open escrow at First American Title Company, 100 South H Street, Lompoc, California, or at such other escrow company as may be agreed to by COUNTY and BUYER (“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 instructions, 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 related escrow documents, the terms of this Agreement shall control.

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 Parcel shall be paid for by BUYER.

ii. BUYER shall pay for any additional title insurance coverage that may be required by the BUYER.

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

iv. BUYER 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. BUYER shall pay for BUYER’S standard escrow fees except as otherwise required by this Agreement.

c. COUNTY shall pay Escrow Holder’s fee incurred if escrow is cancelled by COUNTY prior to Closing.

d. BUYER shall pay Escrow Holder’s fee incurred if escrow is cancelled by BUYER prior to Closing.

e. The Closing shall be on or before December 31, 2025 (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 Parcel to the BUYER.

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

- a. Provide current preliminary title report covering the Parcel at BUYER'S expense;
- b. Preparation of all documents showing the price of acquisition of the Parcel to be \$4,000,000;
- c. To record prior to Closing the Grant Deed and the following documents approved for recordation by BUYER and COUNTY
  - i. County Land Loan Regulatory Agreement
  - ii. County Land Loan Deed of Trust
  - iii. County Land Loan Notice of Affordability Restrictions
- d. At Closing, the Grant Deed shall be recorded concurrently, vesting title to the Parcel in HOLLISTER LOFTS, L.P.;
- e. To issue or have issued to BUYER the California Land Title Association policy of title insurance required herein, including an ALTA extended coverage Policy, if required by BUYER; however, issuance of the ALTA coverage shall not delay the Closing;
- f. Provide BUYER and COUNTY with Conformed Copies of all recorded documents pertaining to this escrow; and
- g. Provide BUYER and COUNTY a final closing statement with certification by the title company.

4. **BUYER'S OBLIGATIONS:** The BUYER shall be obligated as follows:


- a. BUYER shall timely deliver to Escrow Holder all documents and fees required to be deposited by BUYER under this Agreement.
- b. BUYER shall be responsible to pay for any and all costs identified as BUYER'S costs as contained in this Agreement.
- c. BUYER shall pay the purchase price into the escrow in the form of a promissory note and deed of trust in favor of the COUNTY.

5. **COUNTY'S OBLIGATIONS:** The COUNTY shall be obligated as follows:

- a. COUNTY 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 Attachment 3. The Grant Deed shall be vested in "HOLLISTER LOFTS, L.P., a California Limited Partnership."
- b. COUNTY shall be responsible to pay for any and all costs identified as COUNTY'S costs as contained in this Agreement.

6. **COMMISSION:** It is understood that COUNTY represents itself in this transaction and that no commission will be paid on this transaction by the COUNTY. It is further understood that BUYER represents itself in this transaction and that any commission paid to any agent or broker representing BUYER in this transaction shall be paid by BUYER. BUYER represents and warrants to COUNTY that it has not engaged any broker, finder or agent in connection with this transaction.

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

  
BUYER's Initials

BUYER shall have the right of entry onto the Parcel to conduct such non-invasive and non-intrusive inspections and testing thereon as are, in BUYER'S sole discretion, necessary to reasonably determine the condition of the Parcel. The scope of any such testing or inspection which requires physical sampling of all or any part of the Parcel shall be subject to: (a) the prior written approval of COUNTY, which COUNTY may withhold or condition in its sole and absolute discretion, (b) COUNTY'S receipt of a certificate of insurance evidencing any insurance coverage reasonably required by COUNTY pursuant to this Section, and (c) the requirement that BUYER conduct all such inspections and testing, including the disposal of samples taken, in accordance with applicable law and at no cost or liability to COUNTY. BUYER shall complete such inspections and testing within the Due Diligence Period and shall restore all areas of the Parcel to its pre-test and pre-inspection condition as near as is practicable.

If any toxins or contaminants are discovered, BUYER shall notify COUNTY immediately, and COUNTY 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 COUNTY elects not to take actions in response to such notifications, then, notwithstanding other provisions contained herein, COUNTY and/or BUYER shall have the right (prior to the expiration of the Due Diligence Period) to terminate this Agreement with no further liability.

BUYER shall give COUNTY written notice prior to the commencement of any testing or inspections in, on or about the Parcel, and COUNTY shall have the right to post Notices of Testing, and/or Notices of Non-responsibility as provided by law. All testing on the Parcel shall keep the Parcel free and clear of claims, charges and/or liens for labor and materials, and BUYER shall defend, indemnify and save harmless COUNTY, its officials, officers, agents and employees from and against any and all claims, demands, damages, costs, expenses (including attorney's fees), judgements or liabilities arising out of, related to, or in connection with any such testing, inspection

or entry by BUYER, its partners, officers, directors, members, shareholders, independent contractors, agents or employees.

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

a. All covenants, conditions, restrictions, and reservations of record approved by BUYER, including those contained in the County Land Loan Regulatory Agreement described in Section 1 hereof.

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

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

BUYER 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. COUNTY shall have thirty (30) days from receipt of BUYER'S notice of disapproval to correct the condition(s) that adversely affect the Parcel. Failure to so correct shall be grounds for termination of this Agreement by BUYER.

Escrow shall be automatically extended for thirty (30) days where there is a need for COUNTY to correct an adverse condition unless COUNTY refuses to correct such condition or unless correction requires more than thirty (30) days in which case escrow shall be extended to the date of refusal or date of correction respectively.

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

**10. 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, BUYER may also provide notices, documents, correspondence or such other communications to COUNTY 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 COUNTY:** County of Santa Barbara  
General Services Dept./Real Property Division  
Attn: Real Property Manager  
260 N San Antonio Rd, Casa Nueva 2<sup>nd</sup> floor  
Santa Barbara, CA 93110  
Telephone: (805) 568-3070  
e-mail: realproperty@countyofsb.org

**COPY TO:** County of Santa Barbara  
Housing and Community Development Division  
105 E. Anapamu Street, Suite 105  
Attn: Deputy HCD Director, Joseph Dzvonic  
Santa Barbara, CA 93101  
Telephone: (805) 568-3523  
e-mail: jdzvonic@countyofsb.org

**IF TO BUYER:** Hollister Lofts, L.P.  
Attn: Managing General Partner  
815 West Ocean Avenue  
Lompoc, CA 93436  
Phone: (805) 736-3423  
Facsimile: (805) 735-7672

**IF TO ESCROW HOLDER:** First American Title Company  
Attn: Allison Campitelli, CSEO  
100 South H Street  
Lompoc, CA 93436  
Phone: (805) 737-3736  
Facsimile: (866) 445-9586

11. **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.

12. **ASSIGNMENT PROHIBITION** BUYER 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 9 shall be null and void.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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 sale and purchase of the Parcel.

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

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

20. **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.

21. **EXHIBITS AND ATTACHMENTS:** All attached exhibits and attachments are incorporated in this Agreement by reference.

22. **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.

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

24. **ELECTRONICALLY/ FACSIMILE TRANSMITTED SIGNATURES:** In the event that the parties hereto utilize electronically transmitted documents or facsimile transmitted documents which include digital signatures, such documents shall be accepted as if they bore original signatures provided the name and title shall be directly below the electronic or facsimile signature and 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; electronic and/or facsimile 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 Escrow Holder or COUNTY. The parties may agree to extend the Closing Date in order to obtain the necessary original signatures.

**IN WITNESS WHEREOF**, COUNTY and BUYER have executed this Sale & 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 OF SANTA BARBARA  
a political subdivision of the State of California

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Steve Lavagnino, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Sheila De La Guerra  
Deputy Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
RACHEL VAN MULLEN  
COUNTY COUNSEL

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

Signed by:  
By: Tyler Sprague  
0AC66B8DE46F483...  
Tyler Sprague  
Deputy County Counsel

DocuSigned by:  
By: C. Edwin Price, Jr.  
A99ED5BD71D04FB...  
C. Edwin Price, Jr.  
Deputy Auditor-Controller

APPROVED AS TO CONTENT:  
COUNTY EXECUTIVE OFFICE

APPROVED AS TO FORM:  
CEO/RISK MANAGEMENT

DocuSigned by:  
By: Toni Navarro  
2095C5A18FE1474...  
Antoinette Navarro, Director  
Behavioral Wellness Department

Signed by:  
By: Greg Milligan  
05F555F00269406...  
Greg Milligan  
Risk Manager

APPROVED:

APPROVED:

DocuSigned by:  
By: Jesús Armas  
E33B904A6E03475...  
Jesús Armas, Director  
Community Services Department

Signed by:  
By: Joseph Dzvonič  
D31379142A7B423...  
Joseph Dzvonič  
Deputy HCD Director

APPROVED:

APPROVED:

DocuSigned by:  
By: Kirk Lagerquist  
19AEDA00054E4CE...  
Kirk A. Lagerquist, Director  
General Services Department

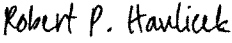
DocuSigned by:  
By: James Cleary  
A744E9ED21AD440...  
James Cleary  
Interim Real Property Manager

BUYER SIGNATURE ON FOLLOWING PAGE

Project: Hollister Lofts Exclusive  
Negotiations Agreement  
APN: 061-040-048 (Portion)  
RP File: 003910

“BUYER”  
HOLLISTER LOFTS, L.P., a California limited  
Partnership

By Surf Development Company, a California  
nonprofit public benefit corporation, its managing  
general partner

Signed by:  
  
By: 304E7A127B314FE...  
Robert P. Havlicek Jr  
Chief Executive Officer

Date: 10/22/2024 | 11:33 AM PDT

Attachment 1

The Property

061-04

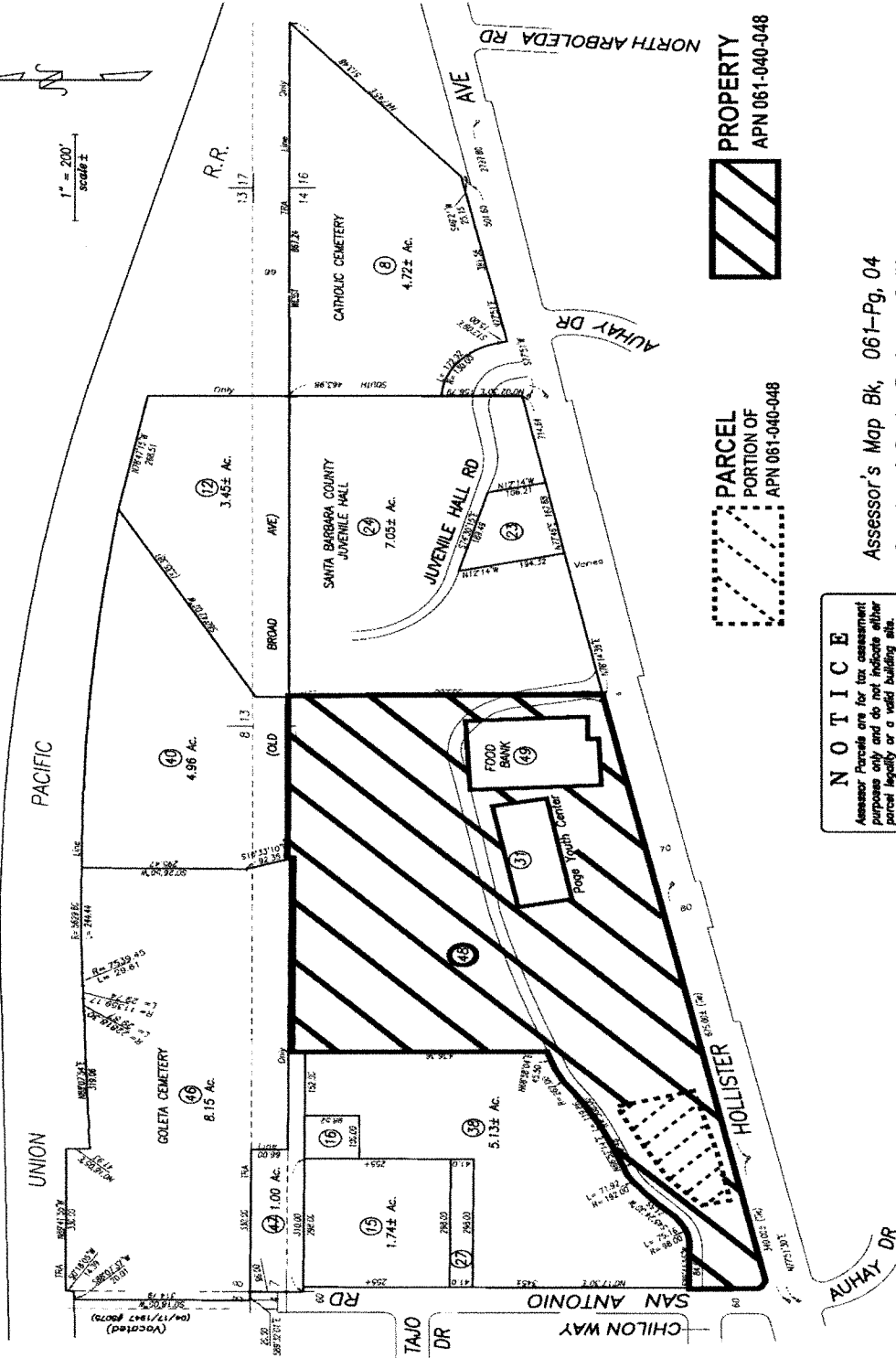
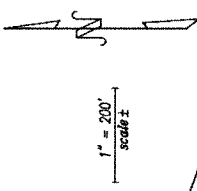
POR. PUEBLO LANDS

HWY 101

U.S.

PACIFIC

UNION



PROPERTY  
APN 061-040-048



PARCEL  
PORTION OF  
APN 061-040-048



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

Assessor's Map Bk, 061-Pg, 04  
County of Santa Barbara, Calif.

LD/23  
30 & 43 sub 40  
18, 20 & 21 sub 40

**Attachment 2  
Parcel**

**EXHIBIT "A"**

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

That portion of Lot 7 of the Outside Pueblo Lands and of the City of Santa Barbara, in the County of Santa Barbara, State of California, as shown on W.H. Norway's Map No. 2 recorded in Book 5, Page 75 of Maps and Surveys, in the Office of the County Recorder of said County more particularly described as follows;

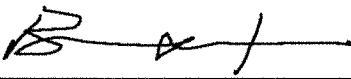
Commencing at the centerline intersection of San Antonio Road and Hollister Avenue, said point shown as a "Fd. P.K. Nail & Tag "S.B. Co. Road Comm." Dn. 3"" on a Record of Survey filed in Book 140, Page 12 of Records of Survey in the office of the County Recorder; thence along said centerline of Hollister Avenue North 78°50'12" East 240.16 feet; thence perpendicular to said centerline of Hollister Avenue North 11°09'48" West 49.31 feet to the True Point of Beginning

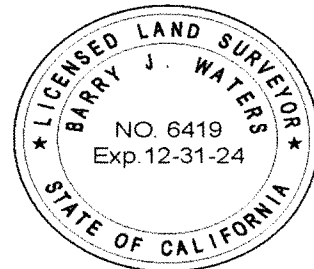
- Thence 1<sup>st</sup> continuing North 11°09'48" West 30.69 feet to an angle point;
- Thence 2<sup>nd</sup> North 47°16'49" East 123.03 feet to an angle point;
- Thence 3<sup>rd</sup> North 67°31'36" East 124.97 feet to an angle point;
- Thence 4<sup>th</sup> North 78°50'12" East 115.11 feet to a point on the Westerly line of a 10' wide Easement to the Goleta Sanitary District recorded August 3, 2004, as Instrument No. 2004-80913 of Official Records of said County and an angle point;
- Thence 5<sup>th</sup> along said Westerly line of said 10' wide Easement to the Goleta Sanitary District, South 12°16'01" East 122.10 feet to an angle point;
- Thence 6<sup>th</sup> South 78°49'31" West 100.28 feet to an angle point;
- Thence 7<sup>th</sup> South 81°53'45" West 88.57 feet to an angle point;
- Thence 8<sup>th</sup> South 78°01'20" West 156.15 feet to the True Point of Beginning.

~ End of Description ~

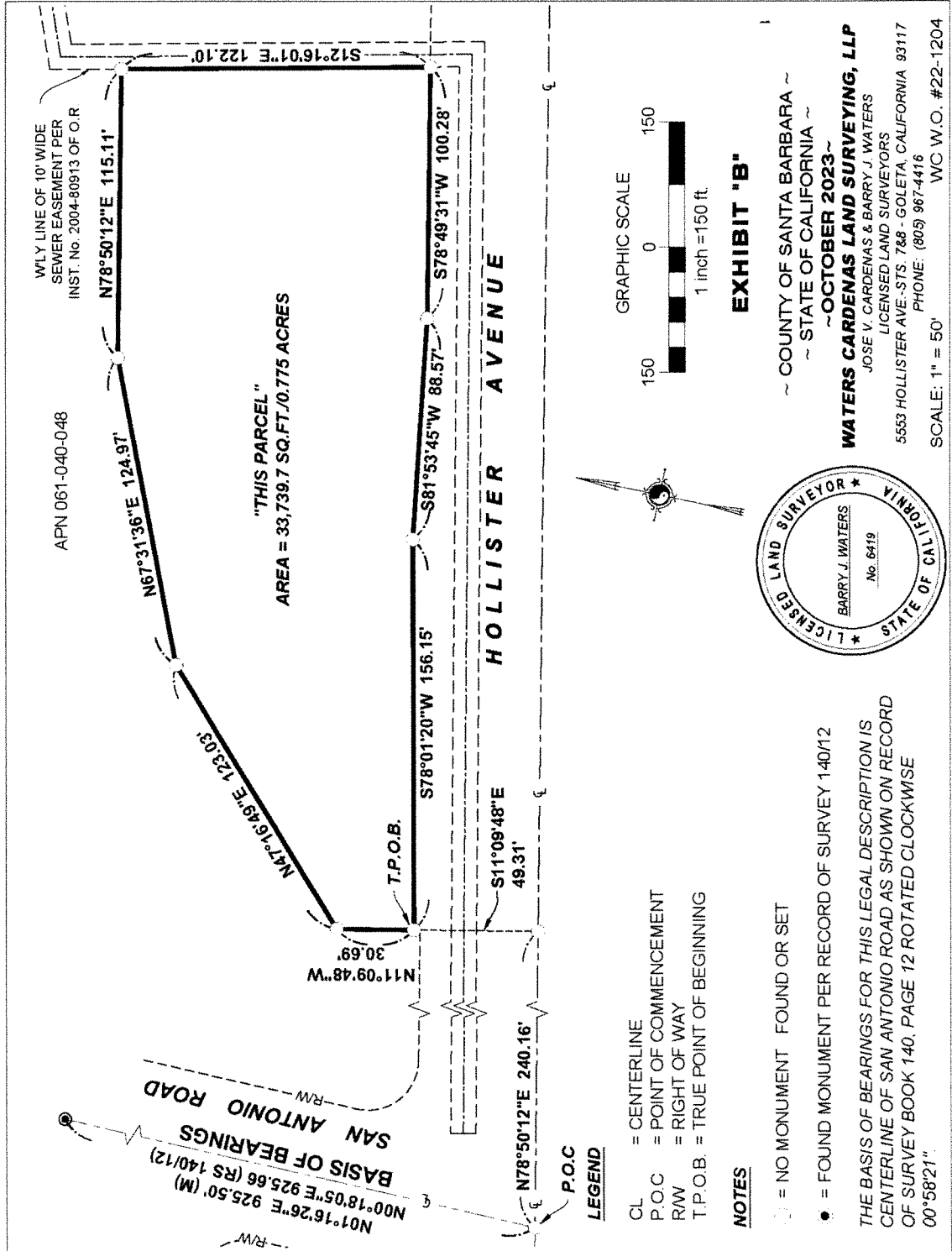
The above described area contains 33,739.7 Sq.Ft./0.775 Acres

*The Basis of Bearings for this Legal Description is the centerline of San Antonio Road as shown on Record of Survey Book 140, Page 12 rotated clockwise 0°58'21".*

Prepared by:  10/26/2023  
Barry J. Waters PLS 6419 date:



Attachment 2  
Parcel



**RECORDING REQUESTED BY:**  
Fidelity National Title Company

**Attachment 3**

**WHEN RECORDED MAIL TO:**  
Hollister Lofts, L.P.  
815 West Ocean Avenue  
Lompoc, CA 93436  
Attn: Managing General Partner

**GRANT DEED**

**COUNTY OF SANTA BARBARA  
OFFICIAL BUSINESS**

No fee pursuant to Government Code § 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. \_\_\_\_\_

Real Property Division #003910

The undersigned grantor declares

DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_

- 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 COUNTY OF SANTA BARBARA, a political subdivision of the State of California, as GRANTOR, hereby grants to HOLLISTER LOFTS, L.P., a California Limited Partnership, as, 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" and depicted on Exhibit "B" ("Parcel"), hereto, incorporated herein by this reference.

IN WITNESS WHEREOF, the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, has executed this Grant Deed on the 5<sup>th</sup> day of November, 2024.

"GRANTORS"

COUNTY OF SANTA BARBARA, a  
political subdivision of the State of  
California

By: \_\_\_\_\_  
Steve Lavagnino, Chair  
Board of Supervisors

**EXHIBIT "A"**

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

That portion of Lot 7 of the Outside Pueblo Lands and of the City of Santa Barbara, in the County of Santa Barbara, State of California, as shown on W.H. Norway's Map No. 2 recorded in Book 5, Page 75 of Maps and Surveys, in the Office of the County Recorder of said County more particularly described as follows;

Commencing at the centerline intersection of San Antonio Road and Hollister Avenue, said point shown as a "Fd. P.K. Nail & Tag "S.B. Co. Road Comm." Dn. 3"" on a Record of Survey filed in Book 140, Page 12 of Records of Survey in the office of the County Recorder; thence along said centerline of Hollister Avenue North 78°50'12" East 240.16 feet; thence perpendicular to said centerline of Hollister Avenue North 11°09'48" West 49.31 feet to the True Point of Beginning

Thence 1<sup>st</sup> continuing North 11°09'48" West 30.69 feet to an angle point;

Thence 2<sup>nd</sup> North 47°16'49" East 123.03 feet to an angle point;

Thence 3<sup>rd</sup> North 67°31'36" East 124.97 feet to an angle point;

Thence 4<sup>th</sup> North 78°50'12" East 115.11 feet to a point on the Westerly line of a 10' wide Easement to the Goleta Sanitary District recorded August 3, 2004, as Instrument No. 2004-80913 of Official Records of said County and an angle point;

Thence 5<sup>th</sup> along said Westerly line of said 10' wide Easement to the Goleta Sanitary District, South 12°16'01" East 122.10 feet to an angle point;

Thence 6<sup>th</sup> South 78°49'31" West 100.28 feet to an angle point;

Thence 7<sup>th</sup> South 81°53'45" West 88.57 feet to an angle point;

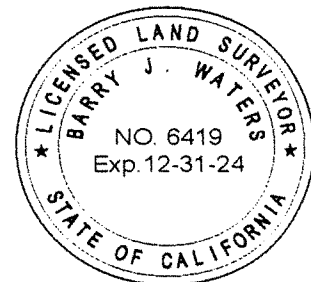
Thence 8<sup>th</sup> South 78°01'20" West 156.15 feet to the True Point of Beginning.

~ End of Description ~

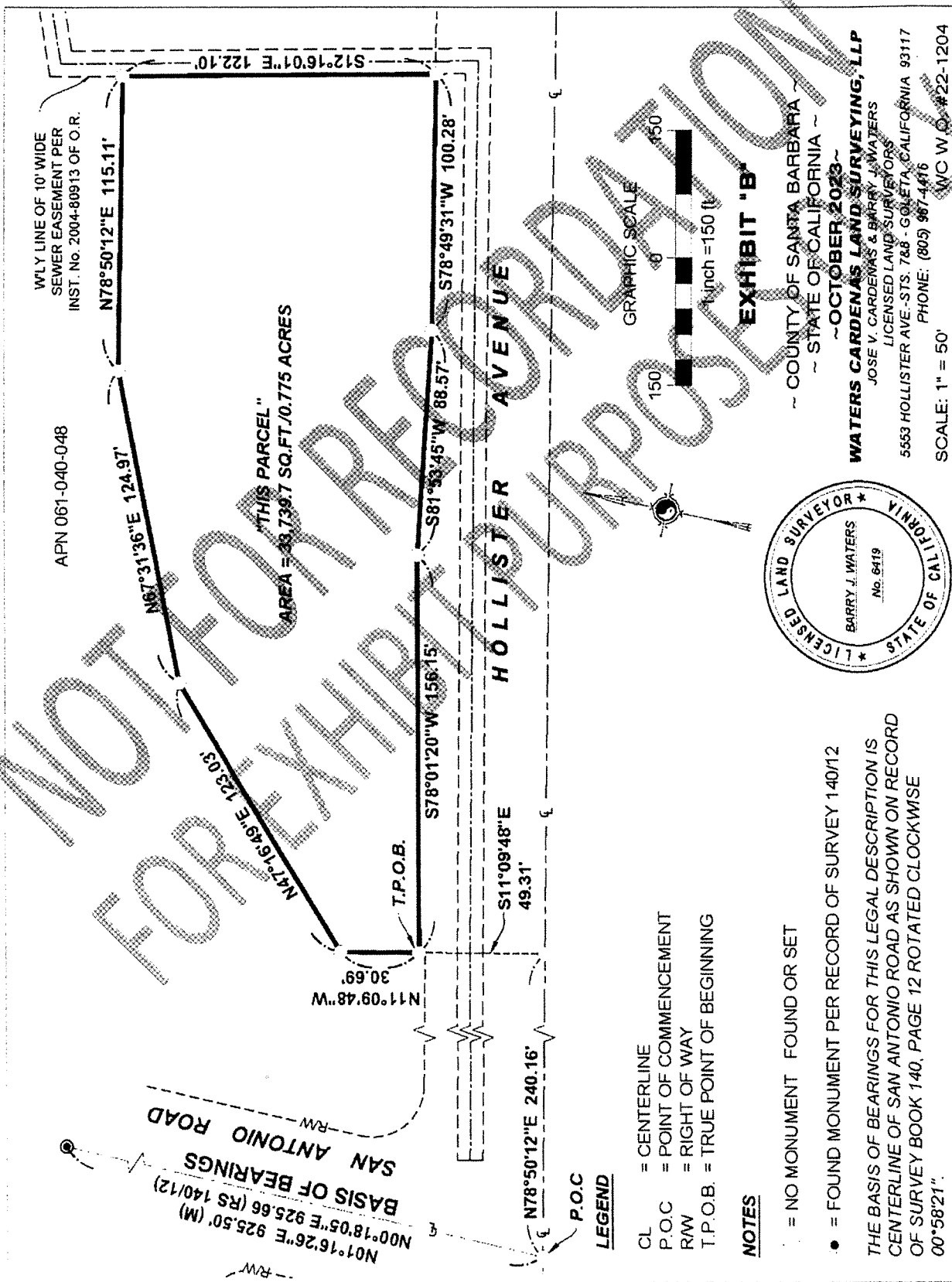
The above described area contains 33,739.7 Sq.Ft./0.775 Acres

*The Basis of Bearings for this Legal Description is the centerline of San Antonio Road as shown on Record of Survey Book 140, Page 12 rotated clockwise 0°58'21".*

Prepared by: Barry J. Waters 10/26/2023  
Barry J. Waters PLS 6419 date:







WLY LINE OF 10' WIDE  
SEWER EASEMENT PER  
INST. No. 2004-80913 OF O.R.

APN 061-040-048

N78°50'12"E 115.11'

N67°31'36"E 124.97'

N47°16'49"E 123.03'

"THIS PARCEL"  
AREA = 33,739.7 SQ.FT./0.775 ACRES

N11°09'48"W 30.69'

T.P.O.B.

S78°01'20"W 156.15'

S81°33'45"W 88.57'

S78°49'31"W 100.28'

S12°16'01"E 122.10'

HOLLISTER AVENUE

S11°09'48"E 49.31'

N78°50'12"E 240.16'

P.O.C

**LEGEND**

- CL = CENTERLINE
- P.O.C = POINT OF COMMENCEMENT
- RW = RIGHT OF WAY
- T.P.O.B. = TRUE POINT OF BEGINNING

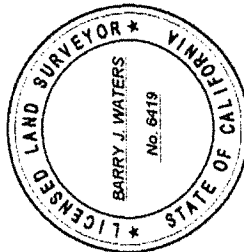
**NOTES**

- = NO MONUMENT FOUND OR SET
  - = FOUND MONUMENT PER RECORD OF SURVEY 140/12
- THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS  
CENTERLINE OF SAN ANTONIO ROAD AS SHOWN ON RECORD  
OF SURVEY BOOK 140, PAGE 12 ROTATED CLOCKWISE  
00°58'21".

GRAPHIC SCALE



**EXHIBIT 'B'**



~ COUNTY OF SANTA BARBARA  
~ STATE OF CALIFORNIA ~  
~ OCTOBER 2023 ~  
**WATERS CARDENAS LAND SURVEYING, LLP**  
JOSE V. CARDENAS & BARRY J. WATERS  
LICENSED LAND SURVEYORS  
5553 HOLLISTER AVE. STS. 7&8 - GOLIETA, CALIFORNIA 93117  
PHONE: (805) 967-4416  
WC W. O. #22-1204  
SCALE: 1" = 50'

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, \_\_\_\_\_, a Deputy Clerk, personally appeared Supervisor Steve Lavagnino, 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)

