

REAL PROPERTY PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS REAL PROPERTY PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (this "Agreement") is by and between the County of Santa Barbara, a political subdivision of the State of California, hereinafter referred to as the "COUNTY," and ORCUTT AREA SENIORS IN SERVICE, INC, a California Non-Profit Benefit Corporation, hereinafter referred to as "OWNERS," with reference to the following:

RECITALS

WHEREAS, OWNERS are the owners of that certain real property in the Community of Orcutt, an unincorporated area of the County of Santa Barbara, State of California, known as Assessor's Parcel Numbers 105-020-063 and 105-020-064 (the "Premises") and all improvements on said Parcel hereinafter collectively referred to as the "Subject Property" as shown on Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, COUNTY has identified the above-mentioned Subject Property as suitable for development of a community senior center and adjacent library (the "Project"); and

WHEREAS, COUNTY desires to purchase the Subject Property consisting of approximately 5.3 acres, in fee title for the Project; and

WHEREAS, OWNERS intend to lease the site back from the COUNTY for development and operation of a community senior center and the COUNTY intends to lease the site back to the OWNERS for development and operation of a community senior center; and

WHEREAS, COUNTY and OWNERS concur the value of the Subject 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 hereto agree as follows:

1. SALE AND PURCHASE PRICE: Subject to the terms and conditions contained in this Agreement, COUNTY agrees to purchase from OWNERS, and OWNERS agree to sell to COUNTY, fee ownership of the Subject Property.

a. 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 Subject Property with all owned personal property being excluded from the sale of the Subject Property.

b. The total purchase price for the Subject Property shall be SIX HUNDRED AND NINETY THREE THOUSAND (\$693,000.00).

c. 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.

d. Within fifteen (15) 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.

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 Subject Property, which has been executed by COUNTY, in substantially the same form shown on Exhibit "C", attached hereto and incorporated herein by reference.

f. **Conditions Precedent:** In addition to the other terms and conditions contained in this Agreement, COUNTY's obligation to purchase the Subject Property 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. Completion of the California Environmental Quality Act (CEQA) supplemental environmental impact review process for the development of the Project.
- ii. COUNTY securing control in perpetuity over the adjacent Assessor's Parcel Numbers 105-020-060, 105-020-061, and 105-020-062 as required for development of the Project.
- iii. Engineering feasibility for the Project on the Subject Property and adjacent parcels, to be determined in County's sole discretion.

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 OWNERS, may terminate this Agreement and be released from all obligations under this Agreement. Alternatively, COUNTY may agree with OWNERS to extend the date of closing to allow sufficient time to satisfy these conditions.

2. ESCROW AND OTHER FEES:

a. Escrow shall be opened at Fidelity National Title, ("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 Subject Property shall be paid for by COUNTY.
- ii. OWNERS shall pay for any additional title insurance coverage

that may be required by the OWNERS.

- iii. COUNTY shall pay for any additional title insurance coverage that may be required by the COUNTY.
- iv. COUNTY shall pay all County Documentary Transfer Tax ("Transfer Tax").
- v. OWNERS shall pay any partial reconveyance and subordination fees as may be required.
- vi. COUNTY shall payment of all standard escrow fees except as otherwise required by this Agreement.

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

e. The Closing shall be on October 1, 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 to the Subject Property in COUNTY. The "Close of Escrow" is defined as:

- i. the recordation of the Grant Deed, which shall vest fee title in the Subject Property to the COUNTY; and
- ii. the payment to OWNERS pursuant to Section 1, SALE AND PURCHASE PRICE, herein above.

3. TITLE AND DEED: Title to the Subject Property is to be free of liens, encumbrances, restrictions, rights to possession or claims to possession, rights, and conditions (recorded and/or unrecorded) known or unknown to OWNERS, except:

- a. All covenants, conditions, restrictions, and reservations of record approved by COUNTY.
- b. All easements or rights of way over the Subject Property for public or quasi-public utility or public street purposes, if any, approved by COUNTY.
- c. COUNTY hereby grants to OWNER an option (the "Lease Option") to lease a portion of the Property from COUNTY following the Close of Escrow for development and operation of a community senior center. This Lease Option shall run with the land and be binding upon COUNTY's successors, assigns, heirs, and legal representatives. The terms of the Lease Option are shown on Exhibit "D", attached hereto and incorporated herein by reference. OWNER shall exercise the exclusive Lease Option within two (2) years of Close of Escrow.

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

e. 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. OWNERS shall pay any such amounts in accordance with the terms of such tax bill or warrant.

The COUNTY shall pay for the cost of Preliminary Title Report covering said Subject Property from said Title Company in Section 2 above. COUNTY shall have the right to review the Preliminary Title Report and disapprove in writing, those items disclosed in the Preliminary Title Report prior to the Close of Escrow. OWNERS shall have the right within ten (10) days from receipt of notice of disapproval to correct the condition(s) that adversely affect said Subject Property as determined by COUNTY in its discretion. If OWNERS do not correct any such condition, COUNTY may, as its sole remedy, terminate this Agreement.

Escrow shall be automatically extended for thirty (30) days where there is a need for OWNERS to correct an adverse condition unless OWNERS refuse 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.

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

- a. Provide current preliminary title report covering the Subject Property, at COUNTY's expense;
- b. At Closing, the Grant Deed and the Certificate of Acceptance shall be recorded concurrently, vesting title to the Subject 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 Subject Property and record them 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.

5. 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 costs identified as COUNTY's costs as contained in this Agreement.

6. 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 Subject Property or pending against OWNERS, which could affect OWNERS' title of the Subject Property, or subject an owner of the Subject 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 Subject 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 of the Subject Property, but shall not mean notice by publication.

d. OWNERS will not subject the Subject 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 OWNER is a party.

f. OWNERS, at the time of the close of escrow, have 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 Subject Property.

g. OWNERS represent and warrant there are currently no tenants occupying the Subject Property and no tenants will occupying the Subject Property before and/or after the execution of this Agreement.

h. OWNERS shall not enter into any rental or lease agreement before and/or after the execution of this Agreement that will not be eliminated prior to the Close of Escrow. In the event the OWNERS have entered and/or wish to enter into a rental and/or lease agreement, COUNTY at its sole option may terminate this Agreement.

Except for the warranties of paragraphs d and h above, the representations in this Section 6 are made to the best of OWNERS' knowledge after reasonable inquiry.

7. OWNERS' OBLIGATIONS: The OWNERS shall be obligated as follows:

a. OWNERS shall deliver to the Escrow Officer an executed Grant Deed conveying fee interest to the Subject Property set forth in Exhibit "B". The Grant Deed shall be vested in "COUNTY of the County of Santa Barbara, a political subdivision of the State of California."

b. OWNERS ensure that the Subject 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 Subject Property and any and all taxes, assessments, and levies in respect to the Subject Property prior to the Close of Escrow.

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

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.

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

9. GOOD FAITH DISCLOSURE BY OWNERS: OWNERS shall make a good faith disclosure to COUNTY of any and all facts, findings, or information on the Subject 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. Both the OWNERS and the COUNTY are well aware of the damage to the Property as a result of the January 2018, Debris Flow Event. Any and all facts or information known by OWNERS concerning the condition of the Subject 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 9 and the representations and warranties provided elsewhere in this Agreement, COUNTY is purchasing the Subject 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 Subject 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 are 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.

10. INSPECTION BY COUNTY: COUNTY upon not less than 24-hour notice to the OWNERS shall have the right of entry onto the Subject 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 Subject Property. The scope of any such testing or inspection which requires physical sampling of all or any part of the Subject Property shall be subject to:

a. The prior written approval of OWNERS, which approval shall not be unreasonably withheld.

b. OWNERS 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 and shall restore all areas of the Subject 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 Subject 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 Subject Property shall keep the Subject 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.

11. RISK OF LOSS: If prior to the Closing, the Subject Property is materially damaged (as defined herein) COUNTY shall have the right, exercisable by giving written notice to OWNERS within five (5) Business Days after receiving written notice of such damage or destruction (but in any event prior to the Closing), either (i) to terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder (except as expressly provided elsewhere in this Agreement), and any money or documents in the Escrow shall be returned to the party depositing the same and COUNTY shall be responsible for any title or escrow cancellation fee, or (ii) to accept the Subject Property in its then condition, without a reduction in the Purchase Price, and to proceed with the Closing and to receive an assignment of all of OWNERS' right to any insurance proceeds payable by reason of such damage or destruction and a credit at Closing for any deductible under OWNERS' insurance policies. If COUNTY elects to proceed under clause (ii) above, OWNERS shall not compromise, settle or adjust any claims to such proceeds without COUNTY's prior written consent.

In the event the Subject Property is damaged but the damage does not qualify as material (as defined herein) COUNTY shall receive an assignment of OWNERS' right to any insurance proceeds payable by reason of such damage or destruction and a credit at Closing for any deductible under OWNERS' insurance policies.

For the purpose of this Paragraph 11, damage to the Subject Property shall be deemed to be "material", or involve a material portion, if the cost of restoration or repair of such damage exceeds \$50,000.

12. DEFAULTS AND DAMAGES.

Upon the breach by OWNERS of any of the representations and warranties contained in this

Agreement, or the default by OWNERS in the performance of any other obligation of OWNERS 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 OWNERS, in which event OWNERS 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 OWNERS 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 OWNERS or their Representative 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: ORCUTT AREA SENIORS IN SERVICE, INC,
Attn: Michelle Southwick, Executive Director
PO Box 2637
Orcutt, CA 93455
e-mail: michelle@oasisorcutt.org

IF TO COUNTY: County of Santa Barbara
General Services Dept./Real Property Div.
Attn: Real Property Manager
260 N. San Antonio Rd, 2nd floor
Santa Barbara, CA 93110
e-mail: tedteyber@countyofsb.org

ESCROW OFFICER: Fidelity National Title
Attn: Jacinta Hoan, Escrow Officer
3700 State Street, Suite 100
Santa Barbara, CA 93105
Telephone: (805) 879-9433
Facsimile: (805) 456-2926
e-mail: jacinta@hoan@fnf.com

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

16. 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 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 Subject Property.

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 Subject Property as provided in Section 15 above.

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

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: OWNERS covenant and agree that all material representations regarding the Subject 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 Subject Property 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. OWNERS represent and warrant that they are collectively the sole owners of the Subject Property or are authorized by the Owners of the Subject Property 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 OWNERS. The parties may agree to extend the Closing Date in order to obtain the necessary original signatures.

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IN WITNESS WHEREOF, COUNTY and OWNERS have executed this 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: _____
Laura Capps, Chair
Board of Supervisors

Date: _____

By: _____
Deputy

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

Signed by:
By: Tyler Sprague
0AC56B8DE45F483
Deputy County Counsel

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

Signed by:
By: C. Edin
A99FD5BD71D04FB
Deputy Auditor-Controller

APPROVED AS TO FORM:
CEO/RISK MANAGEMENT

Signed by:
By: Greg Milligan
06F557F00269486
Risk Manager

“OWNERS”

ORCUTT AREA SENIORS IN SERVICE, INC, a California non-profit public benefit corporation

Signed by:
By: Michelle Southwick Wood
FBC30A40E250420...
Executive Director, Michelle Southwick

Date: 9/2/2025 | 3:22 PM PDT

File #:

Acquisition: Parcel 1 – 105-020-063

Acquisition: Parcel 1 – 105-020-064

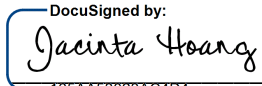
CONSENT OF ESCROW HOLDER

The undersigned Escrow Holder hereby agrees to:

- A. Accept the foregoing Escrow Instructions (the “Agreement”).
- B. Act as the Escrow Holder under the Agreement for the fees herein described;
- C. Be bound by the Agreement in the performance of its duties as Escrow Holder.

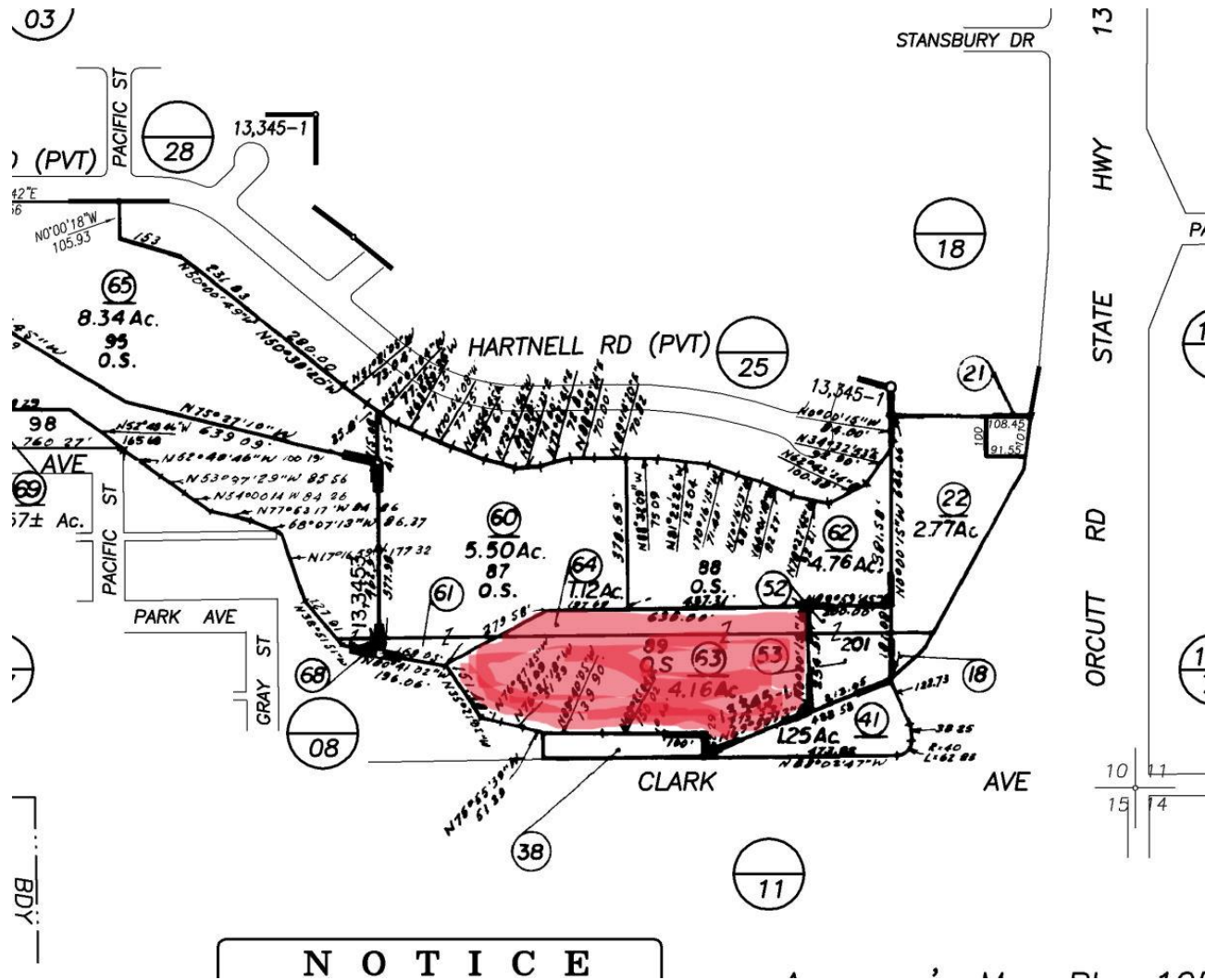
However, the undersigned will have no obligation, liability or responsibility under this consent or otherwise, unless and until the Agreement, fully signed by the parties has been delivered to the undersigned. Further, the undersigned will have no obligation, liability or responsibility under any amendment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

FIDELITY NATIONAL TITLE

DocuSigned by:
By: 
185AA53023AC4D4...
Jacinta Hoang, Escrow Officer

Date: 9/2/2025 | 4:29 PM PDT

EXHIBIT A
SUBJECT PROPERTY



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

E X H I B I T
B
GRANT DEED

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. 105-020-063

A.P.N. 105-020-064

Real Property Division #

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.

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged ORCUTT AREA SENIORS IN SERVICE, INC., as GRANTOR, 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 Community of Orcutt, an unincorporated area of Santa Barbara County, State of California, more particularly described in Exhibit "A" hereto, incorporated herein by this reference.

DATE: _____, 2025

"GRANTOR"

Michelle Southwick, Executive Director

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 _____)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature (Seal)

**“EXHIBIT A”
LEGAL DESCRIPTION**

THE PROPERTY REFERRED TO HEREIN BELOW IS SITUATED IN THE COMMUNITY OF ORCUTT, AN UNINCORPORATED AREA OF THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Lot 89 of Tract 13345, Unit 1, in the County of Santa Barbara, State of California, as shown on the Map file in Book 125, Pages 7 through 10, of Maps, in the Office of the County Recorder of Said County.

Excepting therefrom all oil, minerals, and hydrocarbons and all substances of a mineral character in, on, or under said land lying below a depth of 500 feet below the surface of said land but without the right of entry upon the surface of said land.

APNs 105-020-063 & 105-020-064

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 as of _____, 2025, from ORCUTT AREA SENIORS IN SERVICE, INC, and as GRANTOR to COUNTY OF SANTA BARBARA, a political subdivision of the State of California, its successors or assigns, as GRANTEE, is hereby accepted by order of the Board of Supervisors of the County of Santa Barbara on _____, 2025, and the County of Santa Barbara as GRANTEE consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this _____ day of _____, 2025

MONA MIYASATO,
CLERK OF THE BOARD

By: _____
Deputy

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Deputy County Counsel

EXHIBIT D

LEASE OPTION

1. **Exercise of Option.** OWNER shall exercise the Lease Option within two (2) years of Close of Escrow by providing COUNTY with sixty (60) days' written notice of OWNER's intent to lease a specified portion of the Property (the "Lease Notice") for operation of a community senior center. The Lease Notice shall specify: (i) the portion of the Property to be leased and (ii) OWNER's proposed lease term.

2. **Good Faith Negotiations.** Within thirty (30) days after COUNTY's receipt of the Lease Notice, the parties shall commence good faith negotiations to determine mutually acceptable lease terms, including but not limited to rental amount, lease duration, permitted uses, maintenance responsibilities, insurance requirements, and any other material lease provisions. Each party agrees to negotiate in good faith and with the intent to reach a mutually satisfactory lease agreement.

3. **Negotiation Period.** The parties shall have ninety (90) days from the date of the Lease Notice to reach agreement on lease terms (the "Negotiation Period"). This period may be extended by mutual written agreement of the parties.

4. **Recording.** This Lease Option may be recorded against the Property at OWNER's option and expense to provide constructive notice to third parties.

5. **No Interference.** COUNTY agrees not to encumber or use the Property in any manner that would materially interfere with OWNER's ability to exercise this Lease Option or that would materially impair the value or utility of the leased premises for OWNER's intended use as community senior center, provided such use is consistent with applicable zoning and land use regulations.