

Attachment 1

ATTACHMENT 1

Purchase Agreement and Escrow Instructions

Project: Fire New Administrative Building Acquisition, 1674-78 Oak Street, Solvang
File No.: 003852
APN: 139-214-013

**REAL PROPERTY PURCHASE AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS REAL PROPERTY PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (this "Agreement") is by and between the SANTA BARBARA COUNTY FIRE PROTECTION DISTRICT, a dependent special district of the County of Santa Barbara, a political subdivision of the State of California, hereinafter referred to as the "DISTRICT," and Jean J. Barnes, as Trustee of the Jean J. Barnes Revocable Trust under agreement dated November 4, 1998, as to an undivided 50% interest; and Edward C. Stark and Bette L. Stark, husband and wife, as community property, as to an undivided 10% interest; and Manijeh Askari, as Successor Trustee of the Latann Trust, as to an undivided 40% interest, as tenants in common, hereinafter referred to as "OWNERS," with reference to the following:

RECITALS

WHEREAS, OWNERS are the owners of that certain real property in the City of Solvang, County of Santa Barbara, State of California commonly known as 1674-1678 Oak Street, Solvang, California and more particularly described as Assessor's Parcel Number 139-214-013 and all improvements on said Parcel hereinafter collectively referred to as the "Property" as shown on Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, DISTRICT has identified the above-mentioned Property as suitable for the required office space to accommodate the DISTRICT's administrative staff, along with the Hazardous Materials response team (Hazmat Team) staff who will relocate from their current location at Fire Station 31 in Buellton; and

WHEREAS, DISTRICT desires to purchase the Property consisting of approximately 0.32 acres, in fee title for the present and future needs of the DISTRICT; and

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

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, it is mutually agreed and understood as follows:

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

a. The parties agree that OWNERS shall remise, release, and convey to DISTRICT and DISTRICT shall accept all right, title, and interest in and to the Property with all tenant-owned personal property being excluded from the sale of the Property.

b. The total purchase price for the Property the DISTRICT shall pay the OWNERS is ONE MILLION, TWENTY THOUSAND AND 00/100 DOLLARS (\$1,020,000.00).

c. As set forth in Section 2 below, DISTRICT shall deposit with the Escrow Holder the sum of THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00) (together with any additional deposits required by this Agreement, the "Deposit").

d. DISTRICT shall have ninety (90) days following the execution of this Agreement to approve, or disapprove, in its sole judgment the condition of the Property and complete its investigation of the Property (the "Due Diligence Period"). During the Due Diligence Period, DISTRICT may, in its sole and absolute discretion, elect to terminate this Agreement based upon any of the following:

- i. Its review and investigation of the condition of the Property, which may include but shall not be limited to a Phase One Environmental Site Assessment, a CEQA analysis, or any other studies related to the condition of the Property or title to the Property;
- ii. A hearing before the County Planning Commission pursuant to California Government Code Section 65402; or
- iii. DISTRICT's inability to complete any of the studies or actions set forth above.

e. If DISTRICT 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 DISTRICT shall be deemed to have waived this condition. If the last day of the Due Diligence Period falls on a weekend or holiday, the Due Diligence Period shall be extended until 5:00 p.m. of the following business day.

f. 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.

g. At least one (1) day prior to the Close of Escrow, DISTRICT shall deposit with the Escrow Holder a Certificate of Acceptance for the Property which has been executed by DISTRICT, in substantially the same form shown on Exhibit "C", attached hereto and incorporated herein by reference, and the balance of the Purchase Price in the amount of NINE HUNDRED NINETY THOUSAND AND 00/100 DOLLARS (\$990,000), plus costs of pro-rations, fees, and expenses pursuant to this Agreement. The balance of the Purchase Price shall be reduced to NINE HUNDRED EIGHTY THOUSAND and 00/100 DOLLARS (\$980,000) in the event that DISTRICT elects to extend the Due Diligence Period and pay an additional deposit \$10,000 pursuant to subpart j. below.

h. At least one (1) day prior to the Close of Escrow, executed and acknowledged Assignments of Leases in the form of Exhibit "D" evidencing the assignment to Buyer of all of Seller's right, title and interest in and to the Leases.

i. DISTRICT shall receive a credit against the cash portion of the purchase price payable by Buyer in an amount equal to all prepaid rent, prorated, and all unused security or other deposits under the leases currently in effect for the Property at the Close of Escrow. Prepaid rent, unused security and other deposits shall be retained by OWNERS.

j. Completion of the California Environmental Quality Act (CEQA) environmental review process for this transaction, and final approval of consummation of the purchase and appropriation of funding by the Santa Barbara County Fire Protection District's Board of Directors (the "DIRECTORS") are express conditions precedent to DISTRICT's duty to purchase. Notwithstanding any other provision in this Agreement, DISTRICT, at DISTRICT's option, may extend the Due Diligence Period up to thirty (30) days. In the event DISTRICT opts to extend the escrow period pursuant to this section, DISTRICT shall provide written notice to OWNERS no later than 5:00 p.m. of the last day of the Due Diligence Period and DISTRICT shall deposit an additional \$10,000 with the Escrow Holder.

2. DEPOSIT AND REFUND: Within 10 days of execution of this Agreement by DISTRICT, DISTRICT shall deposit with the Escrow Holder the Deposit in the amount of THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00) to be paid by DISTRICT pursuant to this Agreement. If this Agreement is terminated prior to the expiration of the Due Diligence Period for any reason, the Deposit shall be refunded to DISTRICT less any escrow and other fees that are due and that are the DISTRICT's responsibility as set forth herein. If this Agreement is terminated after the Due Diligence Period and prior to the Close of Escrow pursuant to the provisions herein, the Deposit shall be paid to OWNERS, except in the case of a termination of this Agreement pursuant to a provision that expressly entitles DISTRICT to a refund of the Deposit.

In the event that escrow is canceled by DISTRICT for any reason after the balance of the Purchase Price (\$990,000) is deposited with the Escrow Holder prior to the conveyance of the Property to DISTRICT, the balance of the Purchase Price (\$990,000) shall be fully refunded to the District.

3. ESCROW AND OTHER FEES:

a. Escrow shall be opened at Chicago Title, 3710 State St, Suite A, Santa Barbara, California, 9310593463, ("Escrow Holder"), with escrow instructions to be based upon the terms and conditions set forth herein, and DISTRICT shall deliver a copy of this Agreement to the Escrow Holder. On behalf of the DISTRICT, 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 Property shall be paid for by OWNERS.
- ii. DISTRICT shall pay for any additional title insurance coverage that may be required by the DISTRICT.

- iii. OWNERS shall pay all County Documentary Transfer Tax ("Transfer Tax").
- iv. OWNERS shall pay any partial reconveyance and subordination fees as may be required
- v. DISTRICT and OWNERS shall split payment of all escrow fees

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

d. DISTRICT shall pay all escrow fees in the event that this escrow is canceled by DISTRICT after the expiration of the Due Diligence Period and prior to the conveyance of the Property to DISTRICT

e. The Closing shall be on or before the date thirty (30) days following the Due Diligence Period, (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 Property in DISTRICT. The "Close of Escrow" is defined as:

- i. the recordation of the Grant Deed, which shall vest fee title in the Property to the DISTRICT; and
- ii. the payment to OWNERS pursuant to Section 1 herein above.

4. TITLE AND DEED: Title to the 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 DISTRICT.
- b. All easements or rights of way over the Property for public or quasi-public utility or public street purposes, if any, approved by DISTRICT.
- c. All exceptions contained in the preliminary title report as may be approved by DISTRICT.
- d. Property taxes for the fiscal year in which this escrow closes shall be satisfied in a manner consistent with California Revenue and Taxation Code Section 4986(a)(6). Escrow 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.

The OWNERS shall pay for the cost of Preliminary Title Reports covering said Property from said Title Company in Section 2 above. DISTRICT 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 Property as determined by DISTRICT in its discretion. If OWNERS do not correct any such condition, DISTRICT 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.

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

- a. Provide current preliminary title report covering the Property, at DISTRICT's expense;
- b. At Closing, the Grant Deed and the Certificate of Acceptance shall be recorded concurrently, vesting title to the Property in DISTRICT;
- c. Issue or have issued to DISTRICT the California Land Title Association policy of title insurance required herein;
- d. To obtain reconveyances from any holders of liens against the Property and record concurrently with the Santa Barbara County Recorder's Office the executed Grant Deed and deliver the recorded Grant Deed to DISTRICT;
- e. Provide DISTRICT and OWNERS with Conformed Copies of all recorded documents pertaining to this Escrow; and
- f. Provide DISTRICT and OWNERS a final closing statement with certification by the title company.

6. DISTRICT OBLIGATIONS: The DISTRICT shall be obligated as follows:

- a. DISTRICT shall timely deliver to Escrow Holder all documents and fees required to be deposited by DISTRICT under this Agreement.
- b. DISTRICT shall be responsible to pay for any and all cost identified as DISTRICT's costs as contained in this Agreement.

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

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

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

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

f. OWNER 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 Property.

g. OWNERS will not enter into any new leases, extend the terms of any existing leases or amend any existing leases after the execution of this Agreement that will not be eliminated prior to the Close of Escrow. In the event the OWNERS wish to enter into a new lease or extend the terms of any existing leases OWNERS shall receive COUNTY approval prior to entering into a new lease or extend the terms of any existing leases. Likewise, OWNERS shall not amend any existing leases without receiving review and acceptance from the COUNTY, which acceptance shall not be unreasonably withheld.

Except for the warranties of paragraphs d and g above, the representations in this Section 7 are made to the best of OWNERS' knowledge after reasonable inquiry.

8. 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 Property set forth in Exhibit "B". The Grant Deed shall be vested in "Santa Barbara County Fire Protection District."

b. OWNERS shall deliver to DISTRICT true and complete copies of all leases and amendments and revisions thereto, which shall include all written agreements and between OWNER and all parties having rights to occupy or possess the Property.

c. OWNERS shall be obligated to notify tenants of change in ownership of the Property upon closure of escrow and ensure that OWNERS or OWNERS' agent complete and have each tenant sign, no more than twenty-five (25) days or less than ten days before the Close of Escrow, Tenant Estoppel Certificates acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modification; (ii) that no lessor defaults exist; (iii) stating the amount of any prepaid rent or security deposit; (iv) that no rent concessions are due to the tenant; (v) that no rent has been paid more than one (1) month in advance; and (vi) that no tenant has any defense or off-set to rent or any other obligation accruing after the Close of Escrow.

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

e. OWNERS shall pay, if and when the same are due, all payments on any encumbrances or assessments presently affecting the Property and any and all taxes, assessments, and levies in respect to the Property prior to the Close of Escrow.

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

g. 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.

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

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

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

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

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

a. The prior written approval of OWNER, 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 DISTRICT conduct all such inspections and testing, including the disposal of samples taken, in accordance with applicable law and at no cost or liability to

OWNERS. DISTRICT shall complete such inspections and testing within the Due Diligence Period and shall restore all areas of the Property to its pre-test and pre-inspection condition as near as is practicable.

If any toxins or contaminants are discovered, DISTRICT shall notify 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 DISTRICT shall have the right at any time prior to the Close of Escrow to terminate this Agreement with no further liability.

DISTRICT shall give OWNERS written notice prior to the commencement of any testing or inspections in, on or about the Property, and OWNERS shall have the right to post Notices of Testing, and/or Notices of Non-responsibility as provided by law. All testing on the Property shall keep the Property free and clear of claims, charges and/or liens for labor and materials, and DISTRICT 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 DISTRICT, its partners, officers, directors, members, shareholders, independent contractors, agents or employees.

12. RISK OF LOSS: If prior to the Closing, the Property is materially damaged (as defined herein) DISTRICT 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 (including, without limitation, the Deposit) or documents in the Escrow shall be returned to the party depositing the same and DISTRICT shall be responsible for any title or escrow cancellation fee, or (ii) to accept the 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 DISTRICT elects to proceed under clause (ii) above, OWNERS shall not compromise, settle or adjust any claims to such proceeds without Buyer's prior written consent.

In the event the Property is damaged but the damage does not qualify as material (as defined herein) DISTRICT 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 12, damage to the Property shall be deemed to be "material", or involve a material portion, if the cost of restoration or repair of such damage or the amount of the condemnation award with respect to such taking exceeds \$50,000.

13. DEFAULTS AND LIQUIDATED DAMAGES.

a. If DISTRICT defaults under this Agreement, the OWNERS' sole and exclusive remedy shall be to retain the Deposit as liquidated damages, it being agreed that OWNERS' damages in the event of a default by DISTRICT would be difficult to estimate precisely and that the foregoing constitutes the parties' best estimate of such damages, or institute proceedings in any court of

competent jurisdiction to specifically enforce the performance by OWNERS of the terms of this Agreement.

b. 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, DISTRICT'S sole and exclusive remedies shall be to exercise the following remedies: (a) DISTRICT may terminate this Agreement by delivery of written notice to OWNERS, in which event DISTRICT shall be entitled to the return of the Deposit from the Escrow Holder; or (b) DISTRICT may institute proceedings in any court of competent jurisdiction to specifically enforce the performance by OWNERS of the terms of this Agreement.

Initials: ^{DS}MDS ^{DS}ELS ^{DS}BLS ^{DS}ML

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

15. **NOTICES:** All notices, documents, correspondence, and communications concerning this transaction shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail duly registered or certified with postage prepaid. Notwithstanding the above, DISTRICT may also provide notices, documents, correspondence or such other communications to 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: Allan Jones, Principal Broker and President
Santa Ynez Valley Real Estate Company
1595 Mission Drive
Solvang, CA 93463
Telephone: (805) 688-5717
Facsimile: (805) 688-3424
e-mail: allan@santaynezvalley.com

IF TO DISTRICT: County of Santa Barbara
General Services Dept./Real Property Div.
Attn: Real Property Manager
1105 Santa Barbara Street, 2nd floor
Santa Barbara, CA 93101
Telephone: (805) 568-3065
Facsimile: (805) 568-3249
e-mail: realproperty@countyofsb.org

ESCROW OFFICER: Chicago Title
Attn: Escrow Officer Janice Bowie
3710 State St, Suite A
Santa Barbara, CA 93105
Telephone: (805) 845-7902

17. **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.

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

19. **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.

20. **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.

21. **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.

22. **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.

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

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

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

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

27. **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.

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

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

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

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

32. **NO THIRD PARTY BENEFICIARY RIGHTS:** This Agreement is entered into for the sole benefit of OWNER and DISTRICT and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

33. **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

IN WITNESS WHEREOF, DISTRICT 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 DISTRICT.

“DISTRICT”
SANTA BARBARA COUNTY
FIRE PROTECTION DISTRICT

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

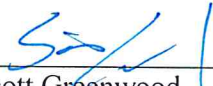
By: _____
Das Williams, Chair
Board of Directors

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
THEODORE FALLATI, CPA
AUDITOR-CONTROLLER

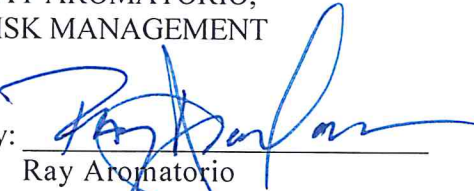
By:  _____
Scott Greenwood
Deputy County Counsel

By:  _____
Betsy Schaffer
Deputy Auditor-Controller

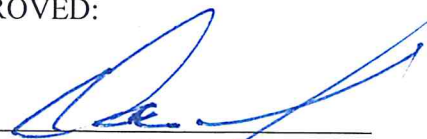
APPROVED:

APPROVED AS TO FORM:
RAY AROMATORIO,
RISK MANAGEMENT

By:  _____
Eric Peterson, Fire Chief
Fire Department

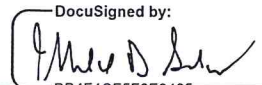
By:  _____
Ray Aromatorio
Risk Manager

APPROVED:

By:  _____
Don Grady, Esq.
Real Property Manager

“OWNERS”

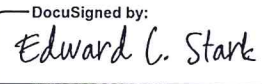
Jean J. Barnes

By:  _____
BB4F4CF5F0E9405

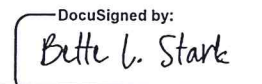
Michael D. Schley under Power of Attorney for
Jean J. Barnes
Trustee of the Jean J. Barnes Revocable Trust
Dated November 4, 1998

Date: 6/21/2018

Edward C. Stark and Bette L. Stark, husband and wife

By:  _____
972A33AB8A0E426...

Edward C. Stark

By:  _____
972A33AB8A0E426...

Bette L. Stark

Date: 6/22/2018

Date: 6/22/2018

Manijeh Askari

By:  _____
844B2E352252423...

Manijeh Askari
Successor Trustee of the Latann Trust

Date: 6/21/2018

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.

CHICAGO TITLE COMPANY

By: _____
Janice Bowie

Date: _____

EXHIBIT A

The PROPERTY

RANCHO SAN CARLOS DE JONATA

139-21



R.M. Bk. 6, Pg. 32 - Town of Solvang



The Property
APN 139-214-013

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

Assessor's Map Bk. 139 - Pg. 21
County of Santa Barbara, Calif.

3/13

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

**EXHIBIT
B
GRANT DEED**

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No Fee Pursuant to California
Government Code § 6103 and § 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APNs: 139-214-013
File No 003852

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

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged Jean J. Barnes, as Trustee of the Jean J. Barnes Revocable Trust under agreement dated November 4, 1998, as to an undivided 50% interest; and Edward C. Stark and Bette L. Stark, husband and wife, as community property, as to an undivided 10% interest; and Manijeh Askari, as Successor Trustee of the Latann Trust, as to an undivided 40% interest, as tenants in common, and as GRANTORS, hereby grant to SANTA BARBARA COUNTY FIRE PROTECTION DISTRICT, an independent special District of the County of Santa Barbara, a political subdivision of the State of California, its successors or assigns, as GRANTEE, fee title to that certain Property situated in the City of Solvang, County of Santa Barbara, State of California, more particularly described in Exhibit "A" hereto, incorporated herein by this reference.

DATE: _____, 2018

"GRANTORS"

Edward C. Stark, Trustee

Bette L. Stark, Trustee

Michael D. Schley, under Power of Attorney for
Jean J. Barnes, Trustee of the
Jean J. Barnes Revocable Trust under
agreement dated November 4, 1998

Manijeh Askari,
Successor Trustee of the Latann Trust

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 _____)

On _____, before me, _____, Notary Public, personally appeared Michael D. Schley 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 she executed the same in her authorized capacity, and that by her 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)

FOR EXHIBIT PURPOSES ONLY

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 _____)

On _____, before me, _____, Notary Public, personally appeared Edward C. Stark and Bette L. Stark, husband and wife, as community property, 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 they executed the same in their authorized capacity, and that by their 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)

FOR EXHIBIT PURPOSES ONLY

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 _____)

On _____, before me, _____, Notary Public, personally appeared Manijeh Askari, as Successor Trustee of the Latann Trust, 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)

FOR EXHIBIT PURPOSES ONLY

“EXHIBIT A”
LEGAL DESCRIPTION

Lots 12 and 13 in Block “G” of the City of Solvang, in the County of Santa Barbara, State of California, as per map recorded in Book 6, Page 32 of Maps and Surveys, in the Office of the County Recorder of said County.

EXCEPTING therefrom all oil, petroleum and other hydrocarbon substances in and upon said premises.

Assessor’s Parcel Number 139–214–013

FOR EXHIBIT PURPOSES ONLY

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 _____, 2018, from Jean J. Barnes, as Trustee of the Jean J. Barnes Revocable Trust under agreement dated November 4, 1998, as to an undivided 50% interest; and Edward C. Stark and Bette L. Stark, husband and wife, as community property, as to an undivided 10% interest; and Manijeh Askari, as Successor Trustee of the Latann Trust, as to an undivided 40% interest, as tenants in common, and as GRANTORS to SANTA BARBARA COUNTY FIRE PROTECTION DISTRICT, a dependent special District of the 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 Directors of the Santa Barbara County Fire Protection District on _____, 2018, and the Santa Barbara County Fire Protection District as GRANTEE consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this _____ day of _____, 2018

MONA MIYASATO CLERK OF
THE BOARD and Ex Officio Clerk of
the Board of the Directors of the Santa
Barbara County Fire Protection District

By: _____
Deputy

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Scott Greenwood,
Deputy County Counsel

EXHIBIT D

ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT

This Assignment and Assumption of Lease and Consent ("Assignment") is entered into as of _____ by and between the current Lessors, Jean J. Barnes, as Trustee of the Jean J. Barnes Revocable Trust under agreement dated November 4, 1998, as to an undivided 50% interest; and Edward C. Stark and Bette L. Stark, husband and wife, as community property, as to an undivided 10% interest; and Manijeh Askari, as Successor Trustee of the Latann Trust, as to an undivided 40% interest, as tenants in common, hereinafter referred to as, "Assignors" and the SANTA BARBARA COUNTY FIRE PROTECTION DISTRICT, an independent special district of the County of Santa Barbara, a political subdivision of the State of California, hereinafter referred to as "Assignee".

WITNESSETH

WHEREAS, Assignors are a party to that certain Lease dated MONTH DAY, YEAR with *insert LESSEE* (the "Tenant") for the rental of 167__ Oak Street in the City of Solvang (the "Premises") and as amended by a First Amendment and Addendum to the Lease dated MONTH DAY, YEAR, and the Second Amendment and Addendum to the Lease dated MONTH DAY, YEAR (as amended, the "Lease").

WHEREAS, (a) Assignors desire to assign all right, title and interest of Assignors in and to the Lease to Assignee, and (b) Assignee desires to accept such assignment and assume all obligations of Assignors under the Lease, effective upon the recordation of the Grant Deed (in substantially the same form shown on Exhibit "A", attached hereto and incorporated herein by reference), shall become the "Effective Time".

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment by Assignors. Assignors hereby transfers, assigns and sets over to Assignee all right, title and interest of Assignors in and to the Lease as of the Effective Time. Assignors shall remain liable for all obligations relating to the Lease which arose or accrued prior to the Effective Time, and Assignors hereby indemnifies and agrees to defend and hold harmless Assignee and its trustees, officers, directors, partners, shareholders, members, employees, agents and their successors and assigns, from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorneys' and other professionals' fees (including a reasonable estimate of the allocable costs of in-house legal counsel and staff) (all such claims, losses, liabilities, damages, costs and expenses are "Losses") incurred, paid or required under penalty of law to be paid by Assignee by reason of the failure of Assignors to fulfill, perform or discharge any or all of the various commitments, obligations and liabilities of Assignors under the Lease which arose prior to the Effective Time.

2. Acceptance and Assumption by Assignee. Assignee hereby accepts the foregoing assignment of all right, title and interest of Assignors in and to the Lease and assumes and agrees to make all future payments as they come due under the Lease and to perform and observe all the agreements, covenants and conditions of the Lease on the part of the Assignors to be performed and observed arising from and after the Effective Time. Assignee hereby indemnifies and agrees to defend and hold harmless Assignors and its respective officers, directors, partners, shareholders, members, employees, agents and

their successors and assigns, from and against any and all Losses incurred, paid or required under penalty of law to be paid by Assignors by reason of the failure of Assignee to fulfill, perform and discharge any or all of the various commitments, obligations and liabilities of Assignee under the Lease which arise or arose from and after the Effective Time.

3. Warrants and Covenants. Assignors warrants and covenants that Assignors may lawfully assign the Lease interest hereunder and that there are no further encumbrances on the interest. Assignors further warrants and covenants that Assignors is up-to-date with all payments, charges, fees, duties and/or obligations under the Lease and the Tenant is up-to-date with all payments, charges, fees, duties and/or obligations under the Lease.

4. No Defaults. Assignors represents that no default, or any event which with the giving of notice or the passage of time would constitute a default, exists in the performance or observance of any agreement, covenant or condition of the Lease on the part of Assignors and/or Tenant to be performed or observed as of the Effective Time, except as has been disclosed in writing by Assignor to Assignee.

5. Common Ownership. Assignors and Landlord represent for the benefit of Assignee that they are owned by the same persons or entities.

6. Severability. The provisions of this Assignment are severable, and if any one or more provisions may be determined judicially unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions, to the extent enforceable, shall nevertheless be binding upon and enforceable against the parties hereto to the extent they may reasonably be enforced apart from that which is invalidated.

7. Full Force and Effect. Except to the extent modified hereby, all of the terms of the Lease shall remain in full force and effect.

8. Successors and Assigns. This Assignment is binding upon and shall inure to the benefit of the parties hereto and their successors, heirs, assigns.

9. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of California. The indemnification, defense and hold harm less rights and obligations arising under this Assignment shall survive indefinitely.

10. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

11. Attorneys' Fees. In any litigation or other proceeding relating to this Assignment, or any transactions contemplated herein, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees (including a reasonable estimate of the allocable costs of in-house legal counsel and staff)

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment as set forth of the date below.

“Assignors”
Jean J. Barnes

By: _____
Michael D. Schley, under Power of Attorney for
Jean J. Barnes
Trustee of the Jean J. Barnes Revocable Trust
Dated November 4, 1998

Date: _____

Edward C. Stark and Bette L. Stark, husband and wife

By: _____
Edward C. Stark

By: _____
Bette L. Stark

Date: _____

Date: _____

Manijeh Askari

By: _____
Manijeh Askari
Successor Trustee of the Latann Trust

Date: _____

“Assignee”
SANTA BARBARA COUNTY
FIRE PROTECTION DISTRICT

By: _____
Eric Peterson, Fire Chief
Fire Department

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Scott Greenwood
Deputy County Counsel