

Attachment 4

ATTACHMENT 4

The Property - 680 Randall Road (Purchase Agreements, Escrow Instructions, Certificates of Acceptance

**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 FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special district of the County of Santa Barbara, a political subdivision of the State of California, hereinafter referred to as the "DISTRICT," and David W. Rintels and Victoria Riskin Rintels, Trustees of the Riskin Rintels Trust dated May 8, 2000, 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 Montecito, an unincorporated area of the County of Santa Barbara, State of California, commonly known as 680 Randall Road, Montecito, California (the "Premises") and more particularly described as Assessor's Parcel Number 007-120-032 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, DISTRICT has identified the above-mentioned Subject Property as suitable for flood control purposes; and

WHEREAS, DISTRICT desires to purchase the Subject Property consisting of approximately 1 acre, in fee title for the present and future needs of the DISTRICT; and

WHEREAS, OWNERS and DISTRICT mutually agree to the sale of the Subject Property by OWNERS to DISTRICT under the terms and conditions specified in this Agreement.

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, DISTRICT agrees to purchase from OWNERS, and OWNERS agree to sell to DISTRICT, fee ownership of the Subject Property.

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 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 ONE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$1,400,000) (the "Purchase Price"). The Purchase Price shall be delivered to Escrow Holder at least one (1) day prior to the Closing Date.

c. Upon final execution by DISTRICT, DISTRICT shall open escrow pursuant to Section 2. hereof. Within fifteen (15) days of the opening of escrow, OWNERS will deliver to the Escrow Holder the Grant Deed for the Subject Property, 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.

d. At least one (1) day prior to the Close of Escrow, DISTRICT shall deposit with the Escrow Holder a Certificate of Acceptance for the Subject Property, which has been executed by DISTRICT, in substantially the same form shown on Exhibit "C", attached hereto and incorporated herein by reference.

e. **Conditions Precedent:** In addition to the other terms and conditions contained in this Agreement, DISTRICT's obligation to purchase the Subject Property shall be expressly subject to and conditioned upon the fulfillment of each of the following conditions precedent on or before November 30, 2020 (the "Contingency Date"). These conditions are for the sole benefit of DISTRICT and may be waived or deemed satisfied by DISTRICT in DISTRICT's sole and absolute discretion.

- i. District securing all necessary funding to finance the project. Final approval of appropriation of funding by the FEMA and consummation of the purchase by Santa Barbara County Flood Control and Water Conservation District's Board of Directors (the "DIRECTORS"). Funding and approval must be obtained before the contemplated purchase can be completed.
- ii. Compliance by DISTRICT with the requirements of California Government Code 65402(c).
- iii. DISTRICT shall have satisfied itself with the condition of the Property as set forth in Section 10 below.

In the event any of the foregoing conditions are not fulfilled or waived on or before the Contingency Date, DISTRICT, at its election by written notice to OWNERS, may terminate this Agreement and be released from all obligations under this Agreement except for any of same which are expressly set forth herein to survive the termination of this Agreement. DISTRICT's failure to notify OWNERS in writing on or before the Contingency Date of the satisfaction of said contingencies shall be deemed notice to OWNER that said contingencies have not been satisfied and this Agreement shall automatically terminate without liability to either party except for any liability which expressly survives the termination of this Agreement.

2 ESCROW AND OTHER FEES:

a. Escrow shall be opened at Chicago Title Company ("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 Subject Property shall be paid for by DISTRICT.
- ii. OWNERS shall pay for any additional title insurance coverage that may be required by the OWNERS.
- iii. DISTRICT shall pay for any additional title insurance coverage that may be required by the DISTRICT.
- iv. DISTRICT shall pay any required County Documentary Transfer Tax ("Transfer Tax"). DISTRICT's documents recorded in this transaction should be deemed exempt from such tax.
- v. OWNERS shall pay any reconveyance fees and other costs of monetary lien clearances as may be required to convey title to DISTRICT free and clear of monetary encumbrances.
- vi. DISTRICT shall pay 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 except for a cancellation by OWNERS in respect of DISTRICT'S default hereunder, failure of any contingency to DISTRICT'S obligation to close this transaction or any other election on the part of DISTRICT to not close this transaction (except in the event of a default by OWNERS hereunder) in which case DISTRICT shall pay all escrow fees.

d. DISTRICT shall pay all escrow fees in the event that this escrow is canceled or deemed canceled by DISTRICT (except a cancellation in respect of a default by OWNERS hereunder) prior to the conveyance of the Subject Property to DISTRICT.

e. The Closing shall be on or before December 15, 2020 (the "Closing Date"). Time is of the essence as to said date. 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 DISTRICT. 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 DISTRICT; 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 DISTRICT.

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 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 paid prior to the delinquency date therefor 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 or receive any such amounts in accordance with the terms of such tax bill or warrant. Any refund of property taxes for any period prior to the Closing Date shall belong to OWNERS and if DISTRICT shall at any time receive any such refund, it shall promptly pay the same to OWNERS.

The DISTRICT shall pay for the cost of a Preliminary Title Report covering said Subject 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. Failure of DISTRICT to object to any matters contained in the Preliminary Title Report within ten (10) days of receipt of the same shall be deemed approval of the Preliminary Title Report by the DISTRICT. 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 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.

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

a. Provide current preliminary title report covering the Subject Property, at DISTRICT's expense;

b. At Closing, the Grant Deed and the Certificate of Acceptance shall be recorded concurrently, vesting title to the Subject 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 Subject Property and record them concurrently in the Santa Barbara County Recorder's Office with 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;

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

g. Wire transfer the Purchase Price to OWNERS less any costs payable by OWNERS.

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

a. DISTRICT shall timely deliver to Escrow Holder the Purchase Price and all documents and fees required to be deposited by DISTRICT under this Agreement.

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

6. OWNERS' REPRESENTATION AND WARRANTIES: The OWNERS represent and warrant that as of the date of this Agreement:

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

g. 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,

DISTRICT at its sole option may terminate this Agreement.

Except for the warranties of paragraphs d and g above, the representations in this Section 6 are made to the OWNERS' actual knowledge without inquiry.

The representations and warranties of OWNERS shall survive the Closing and delivery of the Deed to be delivered hereunder provided that any action on the part of DISTRICT alleging a breach of any of the representations and warranties contained in this Article 6 must be commenced, if at all, no later than six (6) months from the Close of Escrow and Seller's maximum liability for any and all such breaches shall be limited to \$100,000. If DISTRICT shall elect to close this transaction with knowledge that any of OWNERS' representations and warranties are inaccurate or misleading, then DISTRICT shall be deemed to have waived any claims against OWNERS it may have had as a result of such inaccuracy or misleading nature of such representation or inaccuracy. If DISTRICT shall discover prior to Closing that any of OWNERS' representations are inaccurate or misleading, DISTRICT's sole recourse against OWNERS shall be to terminate this Agreement and receive from OWNERS DISTRICT's costs and expenses of negotiating this Agreement and performing its due diligence of the Property up to a maximum reimbursement of \$10,000.

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 "SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special district 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 voluntary 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 delinquent 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:** DISTRICT represents and warrants to OWNERS that DISTRICT has not dealt with any broker, finder or like agent that may be entitled to a commission or other compensation in connection with this transaction except for Hamner, Jewell & Associates ("HJ&A"). DISTRICT shall pay any commission or other compensation which might be due

HJ&A pursuant to a separate agreement between DISTRICT and HJ&A. DISTRICT shall indemnify, defend and hold harmless OWNERS from and against any claim made by HJ&A against OWNERS for a commission or other compensation arising out of this transaction together with any and all loss, cost, damage, liability or expense incurred by OWNERS in connection with such claim. OWNERS represent and warrant to DISTRICT that OWNERS have not dealt with any broker, finder or like agent who or which may be entitled to a commission or other compensation in connection with this transaction except HJ&A. Each of OWNERS and DISTRICT shall indemnify, defend and hold harmless the other in the event any broker, finder or like agent claims a commission or other fee as a result of the indemnifying party's acts. It is understood that DISTRICT represents itself in this transaction and that fees paid to legal counsel representing OWNERS in this transaction shall be paid by the OWNERS. The representations and warranties contained in this Section shall survive the delivery of the deed and Close of Escrow.

9. PROPERTY SOLD AS IS. As an inducement to OWNERS to enter into this Agreement and Close the Escrow, DISTRICT understands, acknowledges and agrees that the sale of the Property to DISTRICT is made on an "as is, where is, with all faults" basis and except as may be expressly provided herein, OWNERS make no representations, warranties, statements or promises as to the environmental (including ground water) or physical condition of the Property, its zoning, permitted uses, size, developability, compliance with law, or any other matter or thing whatsoever. Without limiting the generality of the foregoing, OWNERS hereby advise DISTRICT that the Property was the subject of prior fires and mudslides which may have resulted in fire retardants and other chemicals and substances coming onto the Property. DISTRICT shall perform such investigations as to the history, current condition and other aspects of the Property including, without limitation, its suitability for the purposes for which DISTRICT intends to use the same and in no event shall any claim or cause of action be made by DISTRICT or its successors and assigns against OWNERS arising out of the condition of the Property or any other matter addressed above.

10. GOOD FAITH DISCLOSURE BY OWNERS. Within ten (10) days of mutual execution of this Agreement, OWNERS shall deliver to DISTRICT a Real Property Transfer Disclosure form as provided by law and in the form attached as Exhibit "D" hereto.

11. INSPECTION AND ACCESS FOR TREE TRIMMING OR REMOVAL BY DISTRICT: DISTRICT 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 DISTRICT'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 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 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, 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 Contingency Date 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 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 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-, mechanic or other liens 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. This indemnity shall survive the Close of Escrow or any termination of this Agreement.

DISTRICT shall also have the right to conduct tree trimming and removal activities after the CONTINGENCY DATE or the date that all contingencies in this Agreement are removed by DISTRICT. Such tree trimming shall be undertaken in accordance with all of the provisions of this Article 11 including the indemnity in the immediately preceding paragraph.

12. RISK OF LOSS: If, following the date the parties enter into this Agreement, but prior to the Closing, the Subject 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 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 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 DISTRICT elects to proceed under clause (ii) above, OWNERS shall not compromise, settle or adjust any claims to such proceeds without DISTRICT's prior written consent.

In the event the Subject 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 Subject Property shall be deemed to be “material”, or involve a material portion, if the cost of restoration or repair of such damage exceeds \$100,000.

13 DEFAULTS AND DAMAGES. Upon 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 OWNERS shall be responsible for the costs of escrow; 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. Upon the default by DISTRICT of any of its obligations under this Agreement, OWNERS shall have all remedies available under this Agreement, at law or in equity.

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: David W. Rintels & Victoria Riskin Rintels, Trustees
21031 Ventura Boulevard, Suite
950 Woodland Hills, CA 91364
drintels@gmail.com (David)
riskinv@gmail.com (Victoria)

IF TO DISTRICT: County of Santa Barbara
General Services Dept./Real Property Div.
Attn: Carlo Achdjian, Real Property Manager
105 E. Anapamu Street
Santa Barbara, CA 93101
Telephone: (805) 568-3081
e-mail: cachdjian@countyofsb.org

ESCROW OFFICER: Chicago/Fidelity Title Company
Title No. FWVE-775190019-SA
3700 State Street, Suite 100
Santa Barbara, CA 93105

16 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.

17. 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 in OWNERS' sole and absolute discretion. Any sale, assignment, or other transfer in violation of this Section 16 shall be null and void.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

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

24. 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.

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

26. 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.

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.

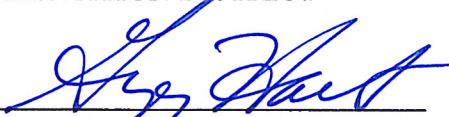
30. FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES: In the event that the parties hereto utilize facsimile transmitted documents or electronically transmitted documents which include digital signatures, such documents shall be accepted as if they bore original signatures provided that the signature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

[Signatures on following pages]

A7-D

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
FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

By: 
Gregg Hart, Chair
Board of

ATTEST:
MONA MIYASATO
Directors CLERK OF THE BOARD
Ex Officio Clerk of the Santa Barbara County
Flood Control and Water Conservation
District


Date: 11-17-20

By:  Deputy

APPROVED AS TO FORM:

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

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Scott Greenwood (Oct 27, 2020 12:39 PDT)
Scott Greenwood
Deputy County Counsel

By: 
Juan Izquierdo (Oct 27, 2020 13:23 PDT)
Deputy Auditor-Controller

APPROVED:

By: Scott McGolpin
Scott D. McGolpin, Director
Public Works Department

APPROVED AS TO FORM:

By: Ray Aromatorio
Ray Aromatorio, ARM, AIC
Risk Manager

APPROVED:

By: Thomas Fayram
Thomas D. Fayram
Deputy Public Works Director

APPROVED:

By: Skip Gray
Skip Gray, Assist-Director
General Services-Real Property

“OWNERS”

David W. Rintels and Victoria Riskin Rintels, Trustees of the Riskin Rintels Trust dated May 8, 2000

By: [Signature]
David W. Rintels, Trustee

By: Victoria Riskin Rintels,
Victoria Riskin Rintels, Trustee *Trustee*

Date: Sept. 22, 2020

Date: Sept. 22, 2020

Acquisition: 680 Randall Road,
Montecito APN: 007-120-032

APPROVED:

By: _____
Scott D. McGolpin, Director
Public Works Department

APPROVED AS TO FORM:

By: _____
Ray Aromatorio, ARM, AIC
Risk Manager

APPROVED:

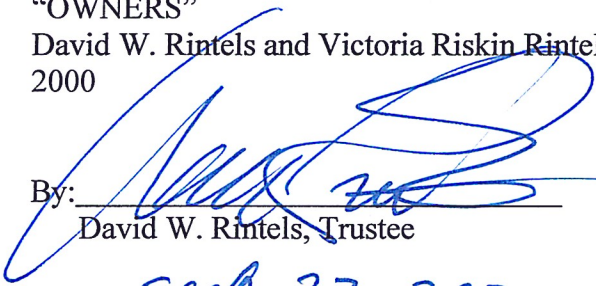
By: _____
Thomas D. Fayram
Deputy Public Works Director

APPROVED:

By: _____
Skip Gray, Assist-Director
General Services-Real Property

“OWNERS”

David W. Rintels and Victoria Riskin Rintels, Trustees of the Riskin Rintels Trust dated May 8, 2000

By:  _____
David W. Rintels, Trustee

By:  _____
Victoria Riskin Rintels, Trustee *trustee*

Date: Sept. 22, 2020

Date: Sept. 22, 2020

Acquisition: 680 Randall Road,
Montecito APN: 007-120-032

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: _____

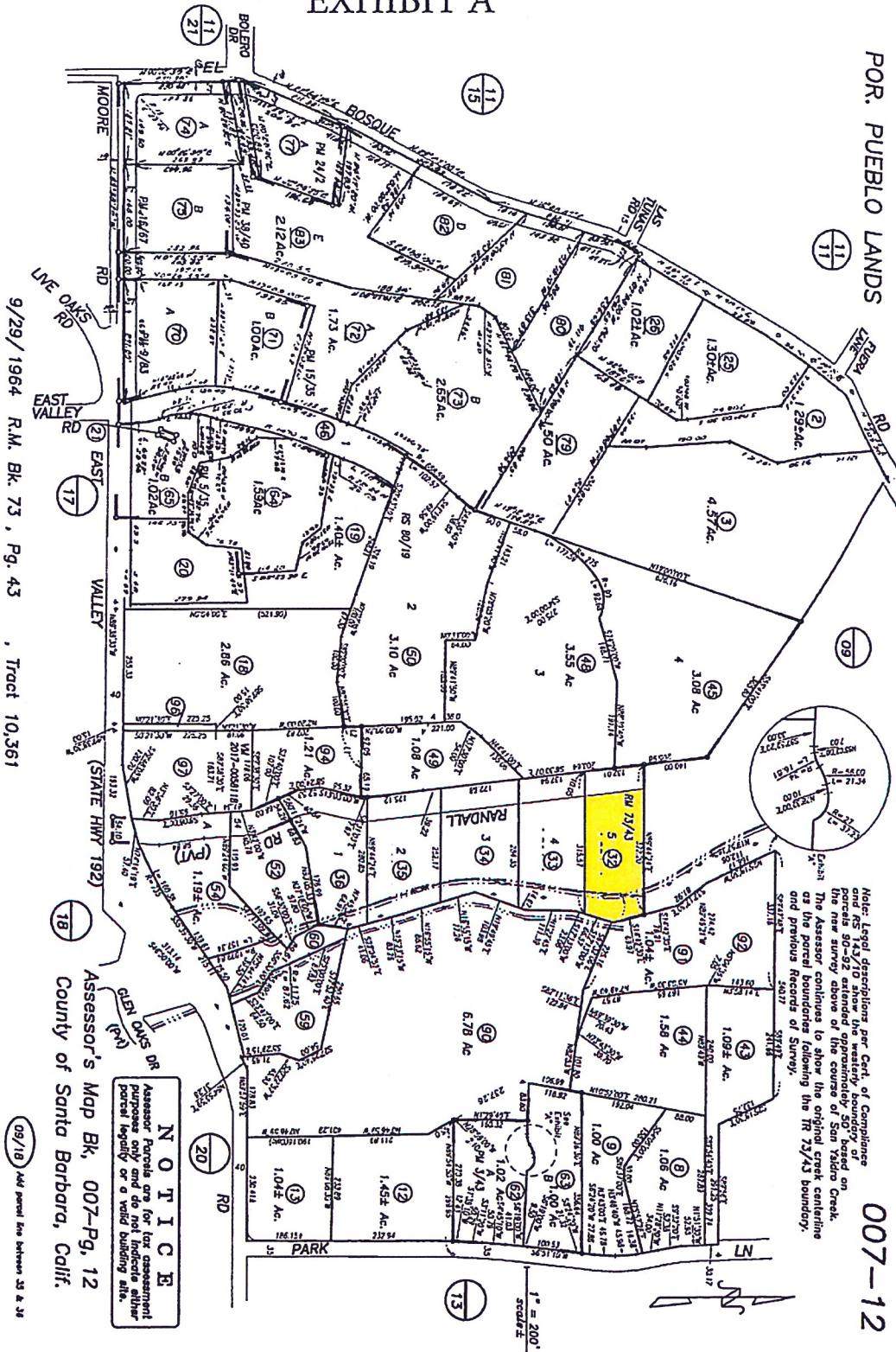
_____, Escrow

Officer Date: _____

EXHIBIT A

POR. PUEBLO LANDS

007-12



Here Local descriptions per Cert. of Compliance and AS 143/10 show the westerly boundary of parcels 50-52 extended approximately 50' based on the new survey above of the course of San Ysidro Creek. The Assessor continues to show the original creek centerline as the parcel boundaries following the R 73/43 boundary, and previous Records of Survey.

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

9/29/1964 R.M. Bk. 73 , Pg. 43 , Tract 10,361

Assessor's Map Bk, 007-Pg. 12
County of Santa Barbara, Calif.

09/18 Add parcel line between 33 & 34

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

EXHIBIT B

Intentionally Omitted

EXHIBIT C

COPY

**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

_____, 2020, from Victoria Riskin Rintels, Trustees of the Riskin Rintels Trust dated May 8, 2000, as GRANTORS, to SANTA BARBARA COUNTY FLOOD CONTROL AND WATER

CONSERVATION DISTRICT, a 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 Flood Control and Water Conservation District on _____, 2020, and the Santa Barbara County Flood Control and Water Conservation District as GRANTEE consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal this _____ day of _____, 2020.

MONA MIYASATO, CLERK OF THE
BOARD and Ex Officio Clerk of the
Board of Directors of the Santa Barbara
County Flood Control and Water
Conservation District

By: _____ **COPY** _____
Deputy

APPROVED AS TO
FORM: MICHAEL C.
GHIZZONI COUNTY
COUNSEL

By: _____ **COPY** _____
Scott Greenwood
Deputy County
Counsel

EXHIBIT D

REAL PROPERTY TRANSFER DISCLOSURE FORM

[See attached]



CALIFORNIA ASSOCIATION OF REALTORS*

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

(CALIFORNIA CIVIL CODE §1102, ET SEQ.)

(C.A.R. Form TDS, Revised 6/20)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF _____, COUNTY OF _____, STATE OF CALIFORNIA, DESCRIBED AS _____

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) _____. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN:

I. COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to Section 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

- Inspection reports completed pursuant to the contract of sale or receipt for deposit.
Additional inspection reports or disclosures:

No substituted disclosures for this transfer.

II. SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

Seller is occupying the property.

A. The subject property has the items checked below:*

- Range, Oven, Microwave, Dishwasher, Trash Compactor, Garbage Disposal, Washer/Dryer Hookups, Rain Gutters, Burglar Alarms, Carbon Monoxide Device(s), Smoke Detector(s), Fire Alarm, TV Antenna, Satellite Dish, Intercom, Central Heating, Central Air Conditioning, Evaporator/Cooler(s)
Wall/Window Air Conditioning, Sprinklers, Public Sewer System, Septic Tank, Sump Pump, Water Softener, Patio/Decking, Built-in Barbecue, Gazebo, Security Gate(s), Garage: Attached, Not Attached, Carport, Automatic Garage Door Opener(s), Number Remote Controls, Sauna, Hot Tub/Spa: Locking Safety Cover
Pool, Child Resistant Barrier, Pool/Spa Heater: Gas, Solar, Electric, Water Heater: Gas, Solar, Electric, Water Supply: City, Well, Private Utility or Other, Gas Supply: Utility, Bottled (Tank), Window Screens, Window Security Bars, Quick Release Mechanism on Bedroom Windows, Water-Conserving Plumbing Fixtures

Exhaust Fan(s) in _____ 220 Volt Wiring in _____ Fireplace(s) in _____
Gas Starter _____ Roof(s): Type: _____ Age: _____ (approx.)
Other: _____

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? Yes No. If yes, then describe. (Attach additional sheets if necessary): _____

(*see note on page 2)

Buyer's Initials () ()

Seller's Initials () ()

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TDS REVISED 6/20 (PAGE 1 OF 3)



REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 1 OF 3)

Property Address: _____ Date: _____

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller _____ Date _____

Seller _____ Date _____

III. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

- See attached Agent Visual Inspection Disclosure (AVID Form)
- Agent notes no items for disclosure.
- Agent notes the following items: _____

Agent (Broker Representing Seller) _____ By _____ Date _____
(Please Print) (Associate Licensee or Broker Signature)

IV. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the agent who has obtained the offer is other than the agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

- See attached Agent Visual Inspection Disclosure (AVID Form)
- Agent notes no items for disclosure.
- Agent notes the following items: _____

Agent (Broker Obtaining the Offer) _____ By _____ Date _____
(Please Print) (Associate Licensee or Broker Signature)

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller _____ Date _____ Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) _____ By _____ Date _____
(Please Print) (Associate Licensee or Broker Signature)

Agent (Broker Obtaining the Offer) _____ By _____ Date _____
(Please Print) (Associate Licensee or Broker Signature)

SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

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Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

TDS REVISED 6/20 (PAGE 3 OF 3)

REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 3 OF 3)

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwloff.com

Untitled



Property Address: _____ Date: _____

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? Yes No. If yes, check appropriate space(s) below.

- Interior Walls Ceilings Floors Exterior Walls Insulation Roof(s) Windows Doors Foundation Slab(s)
- Driveways Sidewalks Walls/Fences Electrical Systems Plumbing/Sewers/Septics Other Structural Components

(Describe: _____)

If any of the above is checked, explain. (Attach additional sheets if necessary.): _____

*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. Section 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with section 1101.4 of the Civil Code.

C. Are you (Seller) aware of any the following:

1. Substances, materials, or products which may be an environmental hazard such as, but **not limited** to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property Yes No
2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property Yes No
3. Any encroachments, easements or similar matters that may affect your interest in the subject property Yes No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. Yes No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes .. Yes No
6. Fill (compacted or otherwise) on the property or any portion thereof Yes No
7. Any settling from any cause, or slippage, sliding, or other soil problems Yes No
8. Flooding, drainage or grading problems Yes No
9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides Yes No
10. Any zoning violations, nonconforming uses, violations of "setback" requirements Yes No
11. Neighborhood noise problems or other nuisances Yes No
12. CC&R's or other deed restrictions or obligations Yes No
13. Homeowners' Association which has any authority over the subject property Yes No
14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) Yes No
15. Any notices of abatement or citations against the property Yes No
16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to Section 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to Section 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to Section 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to Section 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) Yes No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): _____

- D. 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.
2. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

Buyer's Initials () ()

Seller's Initials () ()



TDS REVISED 6/20 (PAGE 2 OF 3)

REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 2 OF 3)



CALIFORNIA ASSOCIATION OF REALTORS[®]

REAL ESTATE TRANSFER DISCLOSURE STATEMENT (CALIFORNIA CIVIL CODE §1102, ET SEQ.) (C.A.R. Form TDS, Revised 6/20)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Montecito, COUNTY OF Santa Barbara, STATE OF CALIFORNIA, DESCRIBED AS 680 Randall Road, Montecito, CA 93108; APN 007-120-032

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) September 22, 2020. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to Section 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

- Inspection reports completed pursuant to the contract of sale or receipt for deposit.
Additional inspection reports or disclosures:

No substituted disclosures for this transfer.

II. SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

Seller is not occupying the property.

A. The subject property has the items checked below: *

- Range, Oven, Microwave, Dishwasher, Trash Compactor, Garbage Disposal, Washer/Dryer Hookups, Rain Gutters, Burglar Alarms, Carbon Monoxide Device(s), Smoke Detector(s), Fire Alarm, TV Antenna, Satellite Dish, Intercom, Central Heating, Central Air Conditioning, Evaporator Cooler(s), Exhaust Fan(s) in, Gas Starter, Other, Wall/Window Air Conditioning, Sprinklers, Public Sewer System, Septic Tank, Sump Pump, Water Softener, Patio/Decking, Built-in Barbecue, Gazebo, Security Gate(s), Garage: Attached, Not Attached, Carport, Automatic Garage Door Opener(s), Number Remote Controls, Sauna, Hot Tub/Spa, Locking Safety Cover, Pool, Child Resistant Barrier, Pool/Spa Heater: Gas, Solar, Electric, Water Heater: Gas, Solar, Electric, Water Supply: City, Well, Private Utility or Other, Gas Supply: Utility, Bottled (Tank), Window Screens, Window Security Bars, Quick Release Mechanism on Bedroom Windows, Water-Conserving Plumbing Fixtures

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? Yes No, If yes, then describe. (Attach additional sheets if necessary): All improvements on property have been destroyed.

(*see note on page 2)

Buyer's Initials

Seller's Initials

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TDS REVISED 6/20 (PAGE 1 OF 3)



REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 1 OF 3)

Property Address: 680 Randall Road, Montecito, CA 93108

Date: September 22, 2020

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? Yes No. If yes, check appropriate space(s) below.

- Interior Walls Ceilings Floors Exterior Walls Insulation Roof(s) Windows Doors Foundation Slab(s)
- Driveways Sidewalks Walls/Fences Electrical Systems Plumbing/Sewers/Septics Other Structural Components

(Describe: All improvements on property have been destroyed)

If any of the above is checked, explain. (Attach additional sheets if necessary.): _____

*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. Section 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with section 1101.4 of the Civil Code.

C. Are you (Seller) aware of any the following:

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property Yes No
2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property Yes No
3. Any encroachments, easements or similar matters that may affect your interest in the subject property Yes No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. Yes No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes .. Yes No
6. Fill (compacted or otherwise) on the property or any portion thereof Yes No
7. Any settling from any cause, or slippage, sliding, or other soil problems Yes No
8. Flooding, drainage or grading problems Yes No
9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides Yes No
10. Any zoning violations, nonconforming uses, violations of "setback" requirements Yes No
11. Neighborhood noise problems or other nuisances Yes No
12. CC&R's or other deed restrictions or obligations Yes No
13. Homeowners' Association which has any authority over the subject property Yes No
14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) Yes No
15. Any notices of abatement or citations against the property Yes No
16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to Section 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to Section 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to Section 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to Section 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) Yes No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary): (1) Possible hazardous substances from fire retardant, & mudslide; (2) (3) (4) flooding & mudslide has demolished improvements on property; (3) See Title Report

- D. 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards. N/A
2. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law. N/A

Buyer's Initials () ()

Seller's Initials () ()



Property Address: 680 Randall Road, Montecito, CA 93108

Date: September 22, 2020

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller Victoria Patricia Ruckels

Date Sept. 22, 2020

Seller [Signature]

Date Sept. 22, 2020

III. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

- See attached Agent Visual Inspection Disclosure (AVID Form)
- Agent notes no items for disclosure.
- Agent notes the following items: _____

Agent (Broker Representing Seller) _____ (Please Print) By _____ (Associate Licensee or Broker Signature) Date _____

IV. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the agent who has obtained the offer is other than the agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

- See attached Agent Visual Inspection Disclosure (AVID Form)
- Agent notes no items for disclosure.
- Agent notes the following items: _____

Agent (Broker Obtaining the Offer) _____ (Please Print) By _____ (Associate Licensee or Broker Signature) Date _____

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller _____ Date _____ Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) _____ (Please Print) By _____ (Associate Licensee or Broker Signature) Date _____

Agent (Broker Obtaining the Offer) _____ (Please Print) By _____ (Associate Licensee or Broker Signature) Date _____

SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

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