

**SANTA BARBARA COUNTY
BOARD AGENDA LETTER**



Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Agenda Number:
Prepared on: 8/25/05
Department: General Services
Budget Unit: 063
Agenda Date: 9/13/05
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:

TO: Board of Supervisors

FROM: Tom Alvarez, Director
General Services Department

STAFF CONTACT: Connie Smith, Agent
Real Estate Services Office (568-3097)

SUBJECT: Santa Maria Animal Shelter Real Property Sale Contract and Escrow Instructions, and Grant Deed
Fourth Supervisorial District
Real Estate Services Folio: 003431

Recommendations:

That the Board of Supervisors:

- a.) Approve and authorize the Chair to execute a Real Property Sale Contract and Escrow Instructions accepting an offer from ROGER THORNHILL in the amount of \$600,000.00 for the purchase of County owned property known as the Santa Maria Animal Shelter located at 3415 Orcutt Road, in Santa Maria (Assessor's Parcel Number 111-120-024)); and (FOURTH SUPERVISORIAL DISTRICT)
- b.) Authorize the payment of commission deducted from the \$600,000.00 purchase price in the amounts of two and one half percent (2.5%) of the purchase price to COUNTY'S Broker and two and one half percent (2.5%) to Buyer's Broker, Prime Commercial Real Estate, upon successful close of escrow; and
- c.) Authorize the Chair to execute the Grant Deed.

Alignment with Board Strategic Plan:

The recommendation(s) are primarily aligned with Goal No. 1; An Efficient Government Able to Respond Effectively to the Needs of the Community and with actions required by law or by routine business necessity.

Subject: SM Animal Shelter Real Property Sale Contract and Escrow Instructions,
and Grant Deed; Folio No. 003431; Fourth Supervisorial District
Agenda Date: September 13, 2005
Page 2

Executive Summary and Discussion:

The County of Santa Barbara is the fee owner of a parcel of partially improved land in the unincorporated area of the County of Santa Barbara, State of California, commonly identified as Assessor's Parcel Number 111-120-024. The County purchased fee title to the Property from the Santa Barbara Humane Society by Grant Deed recorded February 1, 1971, as Instrument Number 2644 in Book 2335 at Page 178 of Official Records of the Santa Barbara County Recorder. The Property is located at 3415 Orcutt Road parallel to Highway 135 in the unincorporated area of Santa Barbara County near the City of Santa Maria. The Property is zoned C-3, and is approximately .84 acre in size.

On February 22, 2005, your Board adopted Resolution 05-044, declaring the Property excess to COUNTY needs, adopted a CEQA report (Notice of Exemption) for that action, authorized General Services to proceed with marketing the Property for sale, and authorized that proceeds from the sale of the old Santa Maria Animal Shelter be directed to the Public Health Department to offset construction costs for the new building on Foster Road. On April 12, 2005, your Board adopted Resolution 05-113, Resolution of Intent to Sell and Notice of Request for Bids and set a hearing date of May 10, 2005 for opening of proposals to purchase the Property.

At the May 10, 2005 meeting of the County Board of Supervisors, the Board requested both written and oral proposals for the purchase of the property. There being no proposals offered the Board authorized the Real Estate Services Office to market the Property (said action includes authorizing the Director of General Services to execute a listing contract with a local real estate broker). Based on results of a Request for Proposals from local brokers for marketing the property dated March 11, 2005, the Real Estate Services staff contracted with Pacifica Commercial Realty in Santa Maria and this Sale Contract is the product of their efforts.

Should the Buyer fail to comply with the terms and conditions of the Real Property Sale Contract and Escrow Instructions and the sale falls out of escrow, Buyer shall forfeit his deposit of \$25,000 and County shall proceed to locate another buyer through the assistance of County's Broker, Pacifica Commercial Realty.

Mandates and Service Levels:

No change in programs or service levels.

Fiscal and Facilities Impacts:

Proceeds from the sale of the old Santa Maria Animal Shelter will be directed to the Public Health Department to offset construction costs for the new building on Foster Road. A Request for Services of 150 hours of Real Estate Services staff time, P&D charges, as well as other outside agency expenses (i.e., For Sale sign, and appraisal) will also be reimbursed from the proceeds of this sale.

The facility is no longer needed and was declared surplus by the Board on February 22, 2005.

Subject: SM Animal Shelter Real Property Sale Contract and Escrow Instructions,
and Grant Deed; Folio No. 003431; Fourth Supervisorial District
Agenda Date: September 13, 2005
Page 3

Special Instructions: After Board action, distribute as follows:

1. Original Resolution and Sale Contract - Board's Official File
2. Copy of exec. Resolution, dupl. orig Sale
Contract, executed Grant Deed & Minute Order - Attn: Connie Smith, Real Estate Svcs Office,
Courthouse, 2nd Floor Annex

NOTE: Real Estate Services staff will deliver the fully executed Real Property Sale Contract and Escrow Instructions and the executed Grant Deed to Chicago Title in Santa Maria for the purpose of opening an escrow account. Once recorded, a conforming copy of the Grant Deed will be submitted to the Clerk of the Board for the Official File.

Concurrences:

Public Health Department

Project: SM Animal Shelter Property Sale
A.P.N.: 111-120-024
Folio: 003431
Agent: CS

REAL PROPERTY SALE CONTRACT
AND ESCROW INSTRUCTIONS

THIS REAL PROPERTY SALE CONTRACT AND ESCROW INSTRUCTIONS, hereinafter the "Contract," is made by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and ROGER THORNHILL, hereinafter referred to as "BUYERS," with reference to the following:

WHEREAS, COUNTY is the fee owner of a parcel of partially improved land, in the unincorporated area of the County of Santa Barbara, State of California, commonly identified as Santa Barbara County Assessor's Parcel Number 111-120-024, and located at 3415 Orcutt Road (hereinafter "Property").

WHEREAS, COUNTY acquired fee title to the Property from the Santa Barbara Humane Society by Grant Deed recorded February 1, 1971, as Instrument Number 2644 in Book 2335 at Page 178 of Official Records of the Santa Barbara County Recorder. The Property was used for the Santa Maria Animal Shelter and is partially improved with an office, clinic, "Cat House", horse stable, storage building, storage shed, and kennels; and

WHEREAS, on February 22, 2005, the COUNTY Board of Supervisors adopted Resolution No. 05-044 Resolution Declaring Real Property as Surplus, which resolution declared the Property to be in excess of the COUNTY'S foreseeable needs and declared it to be surplus property; and

WHEREAS, the COUNTY desires to sell and BUYERS desire to purchase the Property.

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

1. **SALE AND PURCHASE PRICE**: BUYERS agree to purchase and COUNTY hereby agrees to sell to BUYERS fee ownership of a parcel of partially improved land, in the unincorporated area of the County of Santa Barbara, State of California, commonly identified as Santa Barbara County Assessor's Parcel Number 111-120-024, and located at 3415 Orcutt Road. The Property is shown on Exhibit "A" attached hereto and incorporated herein by reference. The total purchase price for the Property shall be SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00). BUYERS shall execute and return this Contract to: Pacifica Commercial Realty, 218 W. Carmen Lane, Suite 211, Santa Maria, California 93458, Attn: Pat Palangi (hereinafter "COUNTY'S Broker") and at that time shall tender to COUNTY a good faith deposit,

(hereinafter the "Deposit"), in the form of a cashier's check made payable to Chicago Title Insurance Company in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), said Deposit shall be delivered to COUNTY'S Broker. BUYERS shall deposit with the escrow officer an additional FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) at the conclusion of the seventy-five (75) day "due diligence" period, for a total deposit of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00).

The Deposit shall constitute a portion of the purchase price with the balance to be paid as set forth below. In the event that BUYERS, for any reason whatsoever, fail to complete the purchase, COUNTY shall retain the Deposit as Liquidated Damages in accordance with Section 4, LIQUIDATED DAMAGES, herein below.

At least one (1) day prior to the close of escrow, BUYERS shall deposit with the escrow officer the balance of the purchase price plus costs of prorations, fees, and expenses pursuant to this Contract.

2. **FINANCING:** BUYERS may apply for a new first deed of trust in favor of a lender of BUYERS' choice encumbering the Property. However, securing such a loan is not a contingency of this Contract.

3. **ESCROW AND OTHER FEES:** Within seven (7) days following the execution of this Contract by COUNTY'S Board of Supervisors, COUNTY'S Broker on COUNTY'S behalf, shall open escrow at Chicago Title Insurance Company, 2222 South Broadway #G, Santa Maria, California, (hereinafter the "Escrow Holder") with escrow instructions to be based upon the terms and conditions set forth herein and COUNTY'S Broker shall deposit therein this Contract and the Deposit. This Contract shall become a part of the escrow and shall constitute the basic instructions of COUNTY and BUYERS. The parties agree to execute such additional 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 Contract. Escrow instructions and/or additional related instructions shall be executed on behalf of the COUNTY by the Director of General Services, or designee. In case of conflict between this Contract and any related escrow documents, the terms of this Contract shall govern.

The close of escrow shall be on or before December 1, 2005, or on such other date as the parties hereto shall mutually agree in writing. The "close of escrow" is defined as the satisfaction of all of the conditions herein stated and the recordation of a Grant Deed which shall vest title to the Property in Roger Thornhill, and/or assignee. Any assignment shall require COUNTY'S written consent in compliance with Section 12, ASSIGNMENT RESTRICTIONS, herein.

COUNTY will execute in escrow and deliver to the Escrow Holder at least ten (10) days prior to the close of escrow, the Grant Deed in substantially the form shown in Exhibit "B" attached hereto and incorporated herein by reference. The Grant Deed shall be recorded upon the close of escrow.

A. Escrow fees are to be paid as follows:

1. COUNTY and BUYERS shall divide 50/50 all normal and customary escrow costs, fees, and expenses in connection with this real estate transaction except as herein provided.

2. The purchase price shall be paid as provided in Section 1, SALE AND PURCHASE PRICE, and in Section 2 FINANCING, herein above.

3. In the event that this escrow is canceled by BUYERS prior to the consummation of the escrow, BUYERS shall pay all escrow costs and fees incurred and shall release COUNTY from any and all obligation to sell the Property to BUYERS.

4. COUNTY shall pay all escrow fees incurred in the event that this escrow is canceled by COUNTY prior to the consummation of the escrow and BUYERS shall release COUNTY from any and all obligation to sell the Property to BUYERS.

5. A Standard California Land Title Association owner's policy of title insurance covering the Property shall be paid for by BUYERS.

B. Escrow Officer shall be obligated as follows:

1. To provide a current preliminary title report covering the Property; and
2. To record the Grant Deed upon the close of escrow; and
3. To issue or have issued to BUYERS the California Land Title Association policy of title insurance required herein; and
4. To deliver the purchase money to COUNTY at the close of escrow.

4. **LIQUIDATED DAMAGES:** BUYERS AND COUNTY AGREE THAT THE DEPOSIT PAID BY BUYERS TO COUNTY PURSUANT TO SECTION 1 ABOVE, REPRESENTS A FAIR AND REASONABLE ESTIMATE OF COUNTY'S COSTS IN THIS TRANSACTION INCLUDING COUNTY'S DAMAGES, SAID COSTS AND DAMAGES BEING IMPRACTICAL AND DIFFICULT TO COMPUTE. SHOULD BUYERS FAIL TO COMPLY WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, SAID DEPOSIT PAID BY BUYERS TO COUNTY SHALL BE RETAINED BY COUNTY AS AGREED UPON LIQUIDATED DAMAGES AND AS COUNTY'S SOLE MONETARY REMEDY BY REASON OF SUCH FAILURE BY BUYERS.

BUYERS INITIALS

5. **COMMISSION:** A commission of two and one half percent (2.5%) of the sales price shall be paid to COUNTY'S Broker upon the successful close of escrow. A commission of two and one half percent (2.5%) shall be paid to BUYERS' Broker, Prime Commercial Real Estate, upon successful close of escrow.

6. **COUNTY DISCLOSURE:** BUYERS are aware the Property was recently being used as the Santa Maria Animal Shelter. COUNTY has never had an environmental assessment done on the Property, nor is COUNTY aware of any such assessment being done prior to COUNTY'S purchase of the Property.

7. **PROPERTY AS IS WITH ALL FAULTS:** BUYERS SPECIFICALLY ACKNOWLEDGE THAT COUNTY IS SELLING AND BUYERS ARE PURCHASING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT BUYERS ARE NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM COUNTY, ITS EMPLOYEES, AGENTS, OR BROKERS AS TO ANY MATTERS CONCERNING THE PROPERTY EXCEPT AS PROVIDED IN SECTION 6 OF THIS CONTRACT, INCLUDING WITHOUT LIMITATIONS: its physical condition, including the structural elements of any improvements; its geology; the development potential of the Property and its use, habitability,

merchantability, or fitness for a particular purpose; its zoning or other legal status; its compliance with law; the presence or removal of hazardous or toxic materials, substances, or wastes on, under or about the Property or the neighboring property; the quality of labor or materials used in any improvements; the conditions of title to the Property; the leases, service contracts, or other agreements affecting the Property; and the economics of the operation of the Property.

BUYERS INITIALS

COUNTY shall be relieved of the responsibility of inspecting the Property and of disclosing any conditions thereon, it being intended therein that BUYERS are put on notice to inquire and inspect the Property and all records pertaining to it and that BUYERS shall rely solely on their own investigation in deciding whether or not to complete this purchase. BUYERS are advised to investigate the condition and suitability of all aspects of the Property and all matters affecting the value or desirability of the Property, including, but not limited to the square footage and lot size, property lines and boundaries, zoning and land use restrictions, all title issues, availability of utilities and services, environmental hazards, protected species or properties (i.e. wetlands), geologic conditions, condition of the Property and area conditions. COUNTY has not and will not verify any of the items above.

BUYERS shall have the right of entry onto the Property to conduct such inspections and testing thereon as are, in BUYERS' sole discretion, necessary to reasonably determine the condition of the Property. BUYERS shall complete such inspections and testing within seventy-five (75) days following BUYERS' execution of this Contract unless additional time is requested by BUYERS, and consented to by COUNTY, COUNTY shall not unreasonably withhold such consent. Following such testing, BUYERS shall restore the area of the Property disturbed by said tests to its pre-test condition as near as is practicable.

In the event any toxins or contaminants are identified by these tests or on any other basis, BUYERS shall notify COUNTY and COUNTY shall have the right, but not the responsibility to remedy such problem(s). In the event that COUNTY elects not to remedy such problem(s), then, notwithstanding other provisions contained herein, COUNTY and/or BUYERS shall have the right to terminate this Contract with no further liability.

BUYERS shall give the COUNTY'S Broker not less than ten (10) calendar days written notice prior to the commencement of any work in, on, or about the Property and COUNTY shall have the right to post Notices of Testing, and/or Notices of Nonresponsibility as provided by law. Any testing on the Property shall keep the Property free and clear of claims for labor and materials and BUYERS shall hold COUNTY harmless with respect to any such testing.

8. **INDEMNIFICATION/RELEASE:** BUYERS shall defend, indemnify, save and hold harmless COUNTY, its agents, employees, officers, successors and assigns from any and all claims, liabilities, demands, costs (including reasonable attorney fees) and causes of action of all kinds with regard to contamination by harmful, hazardous and/or toxic materials released upon the Property by BUYERS or by any other party.

BUYERS shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Contract or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or

omission to act on the part of the BUYERS or their agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

BUYERS hereby waive their right to recover from COUNTY and forever release and discharge COUNTY from any and all damages, claims, losses, liabilities, penalties, fines, liens, judgments, costs, or expenses whatsoever (including, without limitations, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition of the Property or any law or regulation applicable thereto.

In connection with this release, BUYERS expressly waive the benefits of Section 1542 of the California Civil Code, which provides substantially as follows: "**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY AFFECTED THE SETTLEMENT WITH THE DEBTOR.**"

9. **TITLE WARRANTIES OR REPRESENTATIONS:** COUNTY MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER WITH REGARD TO THE CONDITIONS OF THE TITLE TO THE PROPERTY.

10. **COUNTY'S RESPONSE TIME/ CANCELLATION:** COUNTY shall have five (5) days from receipt of BUYERS' written notice of items reasonably disapproved to respond in writing or to cancel this Contract. If COUNTY refuses or is unable to repair or correct any items reasonably disapproved by BUYERS, or does not respond within the time period specified, BUYERS shall have three (3) days after receipt of COUNTY'S response, or after expiration of the time for COUNTY to respond, whichever occurs first, to cancel this Contract in writing.

If COUNTY gives written Notice of Cancellation pursuant to rights duly exercised under the terms contained in this Contract, the deposit, less costs and fees as applicable, shall be returned to BUYERS. In the event of COUNTY'S cancellation, BUYERS and COUNTY shall sign mutual instructions to cancel the sale and escrow and release deposits. Fees and costs may be payable from deposit to service providers and vendors for services and products provided during escrow.

11. **PROPERTY TAXES:** THE PROPERTY WILL BE REASSESSED UPON CHANGE OF OWNERSHIP. THIS WILL AFFECT THE TAXES TO BE PAID. Any supplemental tax bills shall be paid after the close of escrow by BUYERS. Tax bills issued after close of escrow shall be handled directly by BUYERS.

12. **ASSIGNMENT RESTRICTIONS:** This Contract shall not be sold, assigned, or otherwise transferred by BUYERS without the prior written consent of COUNTY. Failure to obtain COUNTY'S written consent shall render said attempted sale, assignment, or transfer void and without legal effect.

If BUYERS herein are a corporation or unincorporated association or partnership, the sale, transfer or assignment of any stock or interest in said corporation, association, or partnership in the aggregate exceeding 25%, shall be deemed an assignment within the meaning of this clause.

13. **POSSESSION:** COUNTY shall deliver possession and occupancy of the Property to BUYERS no later than noon local time upon the date of the close of escrow.

14. **COMPLIANCE WITH THE LAW:** This Contract shall be governed by and be construed according to the laws of the State of California.

BUYERS shall be required to obtain any and all encroachment, building and land use permits and/or licenses which may be required in connection with the purchase or intended use of the Property. No permit, approval or consent given by COUNTY, in its government capacity, shall affect or limit BUYERS' obligations hereunder, nor shall any approvals or consents given by COUNTY, as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws or regulations.

15. **WAIVER:** No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provisions of this Contract, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.

16. **NOTICES:** All notices, documents, correspondence, and communications concerning this transaction shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail duly registered or certified with postage prepaid. Notwithstanding the above, COUNTY may also provide notices, documents, correspondence or such other communications to BUYERS by personal delivery or by regular mail and any such notice so given shall be deemed to have been given upon actual receipt.

COUNTY: County of Santa Barbara
c/o Pacifica Commercial Realty
218 W. Carmen Lane, Suite 211
Santa Maria, CA 93458
Attn: Pat Palangi, Broker
Phone: 805.928.2800

BUYERS: Roger Thornhill
c/o Prime Commercial Real Estate
1767 S. Broadway
Santa Maria, CA 93454
Attn: Brian LaCabe
Phone: 805.928.9282

17. **ENTIRE CONTRACT:** This Contract contains the entire agreement between the parties relating to the agreement to purchase/sell the real Property described herein and supersedes all prior agreements, understandings, negotiations, and discussions of the parties, whether expressed or implied, and there are no warranties, representations, covenants, or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. The parties hereto have set forth the whole of their agreement. The performance of this Contract constitutes the entire consideration for said Property and shall relieve COUNTY of all further obligation or claims on this account. No amendment, supplement, modification, waiver, or termination of this Contract shall be binding unless executed in writing by both parties.

18. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of the parties respective of the obligations herein contained. Subject to the restrictions against the sale, assignment, or other transfer above, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

19. **SECTION HEADINGS:** The headings of the several sections herein shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.

20. **REAL PROPERTY DOCUMENTS:** Each party agrees to execute and deliver any instrument or to perform any act reasonably necessary to carry out the provisions of this Contract.

21. **SEVERABILITY:** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. **EXECUTION IN COUNTERPARTS:** This Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

23. **CONTRACT APPROVAL:** This Contract is subject to the approval of the COUNTY'S Board of Supervisors. Execution of this Contract by the chairperson, or designee of the Board of Supervisors, shall evidence said approval by the Board.

24. **CERTIFICATION OF SIGNATORY(IES):** BUYERS represent and warrant that they are the BUYERS herein or are authorized by the BUYERS to execute this Contract and that no additional signatures are required to carry out the duties contemplated herein.

25. **FACSIMILE SIGNATURES:** In the event that the parties hereto utilize facsimile transmitted document which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission of the facsimile signature, except that funds shall not be released upon a facsimile signature nor shall facsimile signed documents be signed by the County Board of Supervisors or accepted for recordation by the Clerk Recorder of the COUNTY.

26. **CONSTRUCTION:** The parties have negotiated the terms of this Contract. They have consulted an attorney when they felt the need. The terms of this Contract reflect the negotiations and the intentions of both parties. The terms and conditions contained herein shall be interpreted with regard to each party equally.

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Project: SM Animal Shelter Property Sale
A.P.N.: 111-120-024
Folio: 003431
Agent: CS

IN WITNESS WHEREOF, COUNTY and BUYERS have executed this Real Property Sale Contract and Escrow Instructions personally or by the respective authorized officers as set forth below to be effective as of the date executed by the COUNTY.

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Chair, Board of Supervisors

By: _____
Deputy

Date: _____

APPROVED:

"BUYERS"

By: _____
Dr. Elliott Schulman, Director
Public Health Department

(signature)

(signature)

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

APPROVED AS TO FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____

By: _____

APPROVED:

APPROVED:

By: _____
Ronn Carlentine, SR/WA
Real Property Manager

By: _____
Ray Aromatorio, ARM, AIC
Risk Program Administrator

MAP OF PROPERTY



Recorded at request of
and when recorded mail to:
County of Santa Barbara
Facilities Services Division
Will Call

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to
Government Code §6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE
A.P.N. 111-120-024

GRANT DEED

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, as "Grantor" herein, FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO:

ROGER THORNHILL, _____, as "Grantee" herein,

all that real property in the County of Santa Barbara, State of California, described on:

"ATTACHMENT 1" ATTACHED HERETO AND MADE A PART HEREOF

Grantee shall defend, indemnify, save and hold harmless Grantor, its agents, employees, officers, successors and assigns from any and all claims, liabilities, demands, costs (including reasonable attorney fees), from any and all damages or liability arising from Grantee's use of the real property conveyed herein, (the "Property") and causes of action of all kinds with regard to the condition of the property which is the subject of this deed, especially contamination by harmful, hazardous and/or toxic materials, released upon the property by Grantee or by any other party. In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted by law.

Grantee specifically acknowledge that Grantor has transferred and Grantee has accepted the Property on an "AS IS WITH ALL FAULTS" basis and that Grantee did not rely on any representations or warranties of any kind whatsoever, express or implied, from Grantor, its employees, agents, or brokers as to any matters concerning the property, including without limitations: its physical condition, including the structural elements of any improvements; its geology; the development potential of the Property and its use, habitability, merchantability, or fitness for a particular purpose; its zoning or other legal status; its compliance with law; the presence or removal of hazardous or toxic materials, substances, or wastes on, under or about the Property or

LEGAL DESCRIPTION OF PROPERTY
(WILL BE PROVIDED BY ESCROW COMPANY)

ATTACHMENT 1 to Exhibit B

Recorded at request of
and when recorded mail to:
County of Santa Barbara
Facilities Services Division
Will Call

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to
Government Code §6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE
A.P.N. 111-120-024

GRANT DEED

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, as "Grantor" herein, FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO:

ROGER THORNHILL, _____ as "Grantee" herein,

all that real property in the County of Santa Barbara, State of California, described on:

"ATTACHMENT 1" ATTACHED HERETO AND MADE A PART HEREOF

Grantee shall defend, indemnify, save and hold harmless Grantor, its agents, employees, officers, successors and assigns from any and all claims, liabilities, demands, costs (including reasonable attorney fees), from any and all damages or liability arising from Grantee's use of the real property conveyed herein, (the "Property") and causes of action of all kinds with regard to the condition of the property which is the subject of this deed, especially contamination by harmful, hazardous and/or toxic materials, released upon the property by Grantee or by any other party. In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted by law.

Grantee specifically acknowledge that Grantor has transferred and Grantee has accepted the Property on an "**AS IS WITH ALL FAULTS**" basis and that Grantee did not rely on any representations or warranties of any kind whatsoever, express or implied, from Grantor, its employees, agents, or brokers as to any matters concerning the property, including without limitations: its physical condition, including the structural elements of any improvements; its geology; the development potential of the Property and its use, habitability, merchantability, or fitness for a particular purpose; its zoning or other legal status; its compliance with law; the presence or removal of hazardous or toxic materials, substances, or wastes on, under or about the

Property or the neighboring properties; the quality of labor or materials used in any improvements; the conditions of title to the Property; the leases, service contracts, or other agreements affecting the Property; and the economics of the operation of the Property.

The purpose of this Grant Deed is to convey a single legal parcel within the meaning of Civil Code Section 1093.

“Grantor”
COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

APPROVED:
S. SHANE STARK
COUNTY COUNSEL

By _____
Deputy Counsel

ACKNOWLEDGMENT

C.C. 1189

State of California)
County of Santa Barbara)

On _____, 2005, before me, _____, personally appeared _____, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the Easement Deed the Santa Barbara County Board of Supervisors upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy Clerk

LEGAL DESCRIPTION OF PROPERTY
(WILL BE PROVIDED BY ESCROW COMPANY)

ATTACHMENT 1