

Attachment 3

ATTACHMENT 3

The Property - 620 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 Brian G. MacDonald and Karen MacDonald, Trustees of the BK MacDonald Living Trust, dated November 18, 2009, 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 620 Randall Road, Montecito, California (the "Premises") and more particularly described as Assessor's Parcel Number 007-120-054 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 1.3 acres, 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).

c. Upon final execution by DISTRICT, DISTRICT shall open escrow pursuant to Section 2. hereof.

d. Within fifteen (15) days of the opening of escrow, OWNERS will deliver to the Escrow Holder the Grant Deed, which has been duly executed and acknowledged by OWNERS, in substantially the same form shown on Exhibit "B", attached hereto and incorporated herein by reference.

e. At least one (1) day prior to the Close of Escrow, 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.

f. **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. Completion of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) environmental review processes for this transaction as determined by DISTRICT in its sole and absolute discretion. The DISTRICT retains the absolute sole discretion to (i) modify the transaction, create and enter into transactional documents, and modify the project as may be necessary to comply with CEQA, (ii) select other feasible alternatives to avoid significant environmental impacts identified during the CEQA process, (iii) balance the benefits of entering into an agreement against any significant environmental impacts of the Project, and (iv) determine not to proceed with the purchase to avoid significant environmental impacts identified during the CEQA process. No legal obligations will exist unless and until the CEQA environmental review process is completed and this contingency is removed by DISTRICT.
- iii. Compliance by DISTRICT with the requirements of California Government Code 65402(c).

In the event any of the foregoing conditions are not fulfilled or waived 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. Alternatively, DISTRICT may agree with OWNERS to extend the date of closing to allow sufficient time to satisfy these conditions.

2. ESCROW AND OTHER FEES:

a. Escrow shall be opened at 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 prior to the conveyance of the Subject Property to DISTRICT.

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

e. The Closing shall be on or before December 15, 2020 (the "Closing Date"), or such other date if escrow is extended pursuant to the terms herein or such other date as the parties hereto mutually agree to in writing. The "Closing" is defined as the satisfaction of all conditions herein stated, except those conditions that may be waived by an express written waiver duly executed by the waiving party; and the recordation of a Grant Deed which shall vest title to the Subject Property in 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 satisfied in a manner consistent with California Revenue and Taxation Code Section 4986(a)(6). Escrow Officer is authorized to pay all delinquent taxes, if any, from the amount shown in Section 1, SALE AND PURCHASE PRICE, herein above. OWNERS understand that pursuant to Section 4986(a)(6), OWNERS may receive after the Close of Escrow, either 1) an unsecured property tax bill from the County of Santa Barbara Treasurer-Tax Collector for real property taxes that may be due; or 2) a County of Santa Barbara warrant from the County of Santa Barbara Auditor-Controller to reimburse OWNERS for any prepaid property taxes that may be canceled. OWNERS shall pay any such amounts in accordance with the terms of such tax bill or warrant.

The 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 prior to the Close of Escrow. OWNERS shall have the right within ten (10) days from receipt of notice of disapproval to correct the condition(s) that adversely affect said Subject Property as determined by 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; and

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

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

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

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

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

a. There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the Subject Property or pending against OWNERS, which could affect OWNERS' title of the Subject Property, or subject an owner of the Subject Property to liability.

b. There are not attachments, execution proceedings, assignments for the benefit of creditors, insolvency, or bankruptcy, reorganization or other proceedings pending against the OWNERS restricting the Close of Escrow.

c. OWNERS have not actually received any formal, written notice of any pending change in zoning from any governmental or quasi-governmental authority, which change would materially affect the present zoning or present use of the Subject Property. The term "formal written notice" as used in this Agreement shall mean that kind and method of notice which must legally be given to the owner of the Subject Property, but shall not mean notice by publication.

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

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

f. OWNERS have not actually received any formal written notice of any presently uncured violation of any law, ordinance, rule or regulation (including, but not limited to, those relating to zoning, building, fire, health and safety) of any governmental, quasi-governmental authority bearing on the construction, operation, ownership or use of the Subject Property.

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

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

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

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

a. OWNERS shall deliver to the Escrow Officer an executed Grant Deed conveying fee interest to the Subject Property set forth in Exhibit "B". The Grant Deed shall be vested in "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 liens and encumbrances including the removal of financial indebtedness (excepting taxes, which will be prorated to the Close of Escrow).

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

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

e. OWNERS shall be responsible to pay for any and all costs identified as OWNERS costs as contained in this Agreement. OWNERS' costs associated with this Agreement shall be paid by OWNERS at the Close of Escrow from the purchase price as stated in Section 1 above.

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

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

9. GOOD FAITH DISCLOSURE BY OWNERS: OWNERS shall make a good faith disclosure to DISTRICT of any and all facts, findings, or information on the Subject Property, known to OWNERS after reasonable inquiry, including without limitation those relating to: historical uses; prior permitted uses; current uses including, but not limited to, express or implied contracts, leases and/or permits; geological conditions; biological conditions; archaeological sites; flood hazard area(s); special studies zones; zoning reports; environmentally hazardous material such as dioxins, oils, solvents, waste disposal, gasoline tank leakage, pesticide use and spills, herbicide use or spills or any other substances and/or products of environmental contamination.

Both the OWNERS and the DISTRICT are well aware of the damage to the Property that resulted from the January 2018 Debris Flow Event. Any and all facts or information known by OWNERS concerning the condition of the Subject Property shall be delivered to DISTRICT no later than ten (10) days following DISTRICT's execution of this Agreement. Except for the disclosure requirements of this Section 9 and the representations and warranties provided elsewhere in this Agreement, DISTRICT is purchasing the Subject Property "as is" without further representations or warranties of OWNERS.

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. ACCESS FOR INSPECTIONS AND 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, and to trim or remove trees as required in compliance with the environmental provisions to protect the Project schedule. The scope of any such entry upon 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, testing, tree trimming and removal, including the disposal of samples taken and any debris from DISTRICT's activities, in accordance with applicable law and at no cost or liability to OWNERS. DISTRICT shall complete such inspections and testing by or before the Contingency Date and shall restore all areas of the Subject Property to its pre-test and pre-inspection condition as near as is practicable. DISTRICT may conduct tree trimming and removal activities only after the Contingency Date or the date that all contingencies in this Agreement are removed by DISTRICT.

If any toxins or contaminants are discovered, DISTRICT shall notify OWNERS immediately and OWNERS shall have the right, but not the responsibility to take any actions in response to such notifications that it deems necessary in its sole and absolute discretion. If OWNERS elect not to take actions in response to such notifications, then, notwithstanding other

provisions contained herein, OWNERS and/or DISTRICT shall have the right at any time prior to the Close of Escrow to terminate this Agreement with no further liability.

DISTRICT shall give OWNERS written notice prior to the commencement of any testing or inspections in, on or about the 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 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.

11. 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 11, damage to the Subject Property shall be deemed to be "material", or involve a material portion, if the cost of restoration or repair of such damage exceeds \$20,000.

12. DEFAULTS AND DAMAGES: Upon the breach by OWNERS of any of the representations and warranties contained in this Agreement, or the default by OWNERS in the performance of any other obligation of OWNERS set forth in this Agreement, 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.

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

14. NOTICES: All notices, documents, correspondence, and communications concerning this transaction shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail duly registered or certified with postage prepaid. Notwithstanding the above, 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: Brian and Karen MacDonald, Trustees
860 Summit Road
Montecito, CA 93108
karen@macdonald.net

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

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

16. ASSIGNMENT PROHIBITION: DISTRICT shall not assign its rights or delegate its duties under this Agreement, without the prior written consent of OWNERS, which consent may be withheld. Any sale, assignment, or other transfer in violation of this Section 16 shall be null and void.

17. WAIVERS: No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision, and no waiver shall be valid unless in writing and executed by the waiving party.

18. CONSTRUCTION: Section headings are solely for the convenience of the parties and are not a part and shall not be used to interpret this Agreement. The singular form shall include the plural and vice-versa. This Agreement shall not be construed as if it had been prepared by one

of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement.

19. **FURTHER ASSURANCES:** Whenever requested by the other party, each party shall execute, acknowledge and deliver all further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurances, approvals, consents and all further instruments and documents as may be necessary, expedient or proper to complete any conveyances, transfers, sales, and agreements covered by this Agreement, and to do all other acts and to execute, acknowledge, and deliver all requested documents to carry out the intent and purpose of this Agreement.

20. **THIRD PARTY RIGHTS:** Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

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

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

23. **SURVIVAL:** The indemnification provisions of this Agreement shall survive termination and shall be binding on all successor in interest to the Subject Property as provided in Section 15 above.

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

25. **PARTIAL INVALIDITY:** Any provision of this Agreement that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforceability of this Agreement shall be of no effect, but all the remaining provisions of this Agreement shall remain in full force and effect.

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

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

28. **AUTHORITY OF PARTIES:** All persons executing this Agreement on behalf of any party to this Agreement warrant that they have the authority to execute this Agreement on behalf of that party. OWNERS represent and warrant that they are collectively the sole owners of the Subject Property or are authorized by the Owners of the Subject Property to execute this

Agreement, to consummate the transactions contemplated hereby, and no additional signatures are required.

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

30. FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES: In the event that the parties hereto utilize facsimile transmitted documents or electronically transmitted documents which include digital signatures, such documents shall be accepted as if they bore original signatures provided that the signature and execution comply with the California Uniform Electronic Transactions Act. Without limiting the foregoing, the parties agree that signatures effected and delivered through the DocuSign service will satisfy this requirement. The foregoing notwithstanding, original signatures shall be required for the Grant Deed; facsimile and/or electronic signatures shall not be accepted for the Grant Deed. In the event that the Santa Barbara County Recorder's Office requires original signatures for other documents, the parties shall produce such original signatures within seventy two (72) hours or at such other time as the parties mutually agree. Funds shall not be released until such time the Santa Barbara County Recorder's Office has received and accept documents bearing original signatures by the OWNERS. The parties may agree to extend the Closing Date in order to obtain the necessary original signatures.


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 Directors

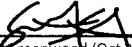
ATTEST:
MONA MIYASATO
CLERK OF THE BOARD
Ex Officio Clerk of the Santa Barbara County
Flood Control and Water Conservation
District

Date: 11-17-20

By: 
Deputy


APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL


By: 
Scott Greenwood
Deputy County Counsel

APPROVED AS TO ACCOUNTING
FORM:


BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
Deputy Auditor-Controller


APPROVED:

By: 
Scott D. McGolpin, Director
Public Works Department


APPROVED AS TO FORM:

By: 
Ray Aromatorio, ARM, AIC
Risk Manager

APPROVED:

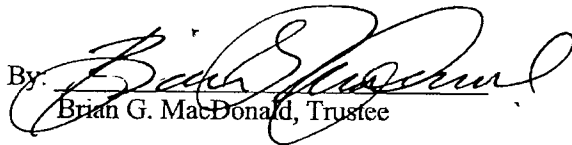
By: 
Thomas D. Fayram
Deputy Public Works Director


APPROVED:

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

“OWNERS”

Brian G. MacDonald and Karen MacDonald, Trustees of the BK MacDonald Living Trust, dated November 18, 2009

By: 
Brian G. MacDonald, Trustee

By: 
Karen MacDonald, Trustee

Date: 10-12-20

Date: 10/12/20

Acquisition: 620 Randall Road, Montecito]
APN: 007-120-054

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Scott Greenwood
Deputy County Counsel

APPROVED AS TO ACCOUNTING
FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy Auditor-Controller

APPROVED:

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

APPROVED AS TO FORM:

By: _____
Ray Aromatorio, ARM, AIC
Risk Manager

APPROVED:

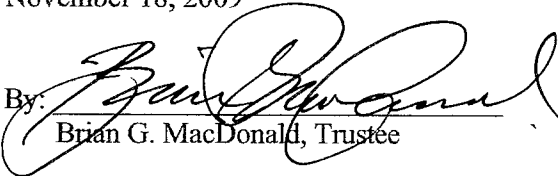
By: _____
Thomas D. Fayram
Deputy Public Works Director

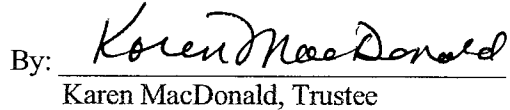
APPROVED:

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

“OWNERS”

Brian G. MacDonald and Karen MacDonald, Trustees of the BK MacDonald Living Trust, dated November 18, 2009

By: 
Brian G. MacDonald, Trustee

By: 
Karen MacDonald, Trustee

Date: 10-12-20

Date: 10/12/20

Acquisition: 620 Randall Road, Montecito]
APN: 007-120-054

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.

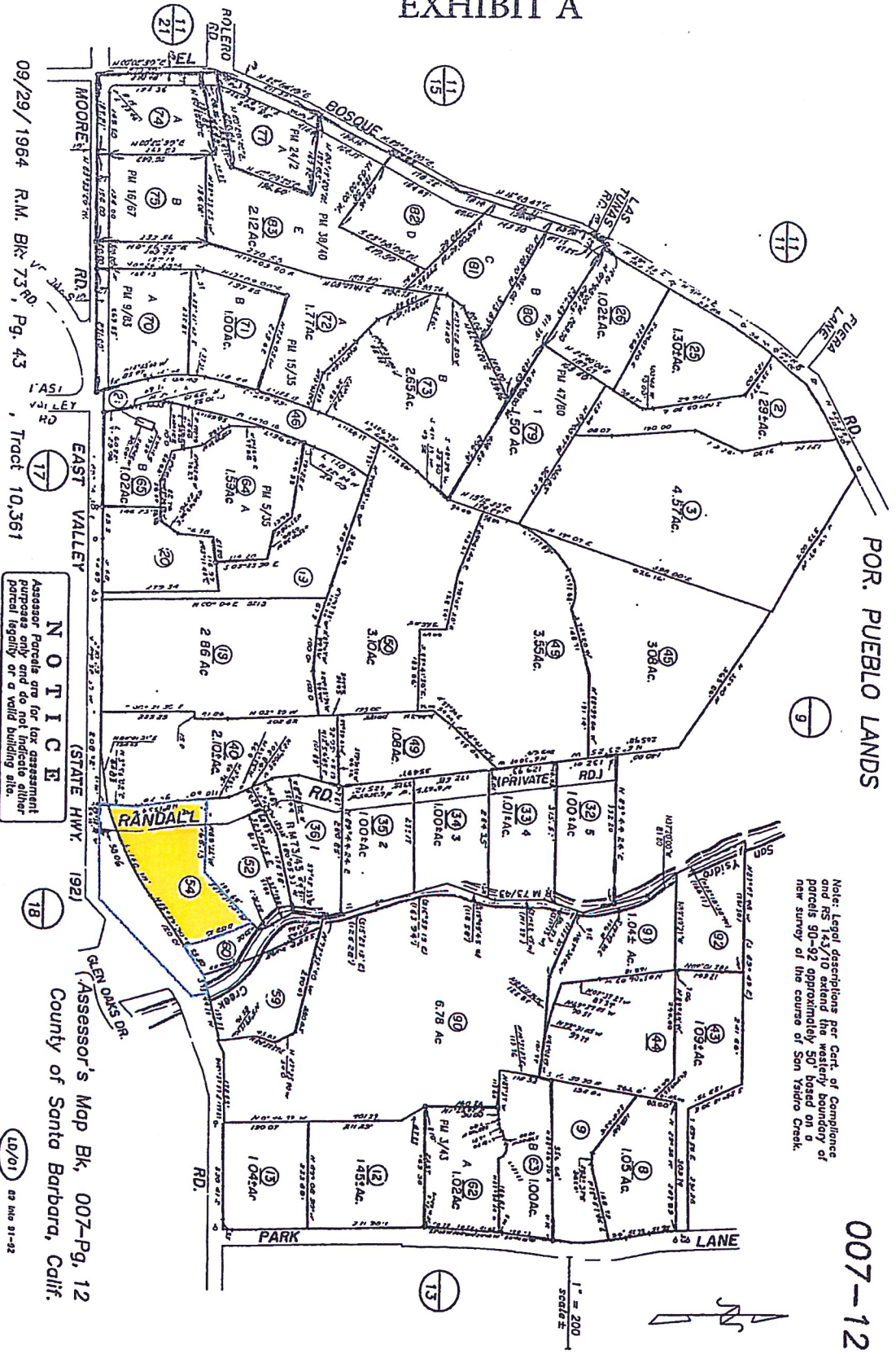
CHICAGO TITLE COMPANY

By: _____

_____, Escrow Officer

Date: _____

EXHIBIT A



Chicago Title

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.

09/29/1964 R.M. Bk. 73, Pg. 43, Tract 10,361

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

EXHIBIT B

Recorded at request by
and to be returned to:

County of Santa Barbara
General Services Department
Office of Real Estate Services
Will Call

COPY

Exempt from the S75 Building and Jobs Act Fee per Gov't Code §27388.1(2)(D) Public Agency
No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

APN: 007-120-054
Real Property Division # _____

The undersigned grantor declares
DOCUMENTARY TRANSFER TAX § Exempt
 computed on full value of property conveyed, or
 computed on full value less liens and encumbrances remaining at the time of sale.
 Community of Montecito an unincorporated area of Santa Barbara County

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged Brian G. MacDonald and Karen MacDonald, Trustees of the BK MacDonald Living Trust, dated November 18, 2009, as GRANTORS, hereby grant 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, fee title to that certain real property situated in the Community of Montecito, an unincorporated area of Santa Barbara County, State of California, more particularly described in Exhibit "A" hereto, incorporated herein by this reference.

DATE: _____, 2020

"GRANTORS"
Brian G. MacDonald and Karen MacDonald, Trustees of the
BK MacDonald Living Trust, dated November 18, 2009

By: COPY

Brian G. MacDonald
Trustee

By: COPY

Karen MacDonald
Trustee

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, **COPY** _____, Notary Public, personally appeared Brian G. MacDonald, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, **COPY** _____, Notary Public, personally appeared Karen MacDonald, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

GRANT DEED
EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 007-120-054

That portion of the Outside Pueblo Lands of the City of Santa Barbara, in the County of Santa Barbara, State of California, described as follows:

Beginning at a pipe survey monument with brass cap set on the Westerly line of the Elizabeth Watson Randall Tract in Montecito, Santa Barbara County, from which a 1 inch pipe survey monument set at the Southeast corner of Pacific Southwest Trust and Savings Bank property, as per deed recorded in Book 77, Page 458 of Official Records in the Office of the County Recorder of said County, bears South 6°23' East, 79.37 feet, another 2 inch pipe with brass cap at an angle point on said Westerly line of Randall Tract bears South 6°23' East, 120.0 feet, a 2 inch pipe with brass cap bears North 6°23' West, 12.63 feet;

thence 1st, South 89°42' East through the said Randall Tract, 265.83 feet to the Easterly line of said Randall Tract, and the Westerly line of the Clifford Greene property, as per deed recorded in Book 183, Page 84 of Official Records, in the Office of the County Recorder of said County;

thence along the line between said Randall and Clifford Greene property, the following courses and distances:

thence 2nd, South 16°40' East, 30.43 feet;

thence 3rd, South 15°08' East, 126.40 feet;

thence 4th, South 9°12' West, 64.7 feet;

thence 5th, South 27°18' East, 57.8 feet;

thence 6th, South 56°30' East, 145.5 feet;

thence 7th, South 23°40' East, 64.5 feet;

thence 8th, South 7°50' East, 35.6 feet to the Southwest corner of the said Clifford Greene Property, and North line of East Valley Road;

thence 9th, South 46°50'30" West, 313.14 feet, to a point on the North line of East Valley Road;

thence 10th, North 89°38' West, along the said North line of East Valley Road; 187.0 feet to a two inch pipe survey monument with brass cap;

thence Northerly along the line between the said Randall Tract and J. B. Canby property, as per deed recorded in Book 171, Page 246 of Official Records of said County, the following courses and distances;

thence 11th, North 3°56-1/2' East, 82.09 feet to a 2" pipe survey with brass cap;

thence 12th, North 8°08' West, 95.10 feet to a 2" pipe survey monument with brass cap;

thence 13th, North 3°27' West, 110.7 feet to a 2" pipe survey monument with brass cap;

thence 14th, leaving the J. B. Canby property and continuing along the Eastern line of A. L. Painters property, as per deed recorded in Book 203, Page 44 of Official Records, North 23°40' West, 107.0 feet to a 2 inch pipe survey monument with brass cap;

thence 15th, North 8°24' West, 52.53 feet to a 2 inch pipe survey monument with brass cap;

EXHIBIT "A"
Legal Description
(continued)

thence 16th, North 13°03' East, 101.87 feet to a 2 inch pipe with brass cap;

thence 17th, North 6°23' West (at 40.63 feet to a pipe survey monument set at the Northeast corner of said A. L. Painters property), 120.00 feet to the place of beginning.

EXCEPTING from the hereinabove described, that portion thereof, described as follows:

Beginning at a pipe survey monument with brass cap set on the Westerly line of the Elizabeth Watson Randall Tract in Montecito, Santa Barbara County, from which a 1 inch pipe survey monument set at the Southeast corner of Pacific Southwest Trust and Savings Bank property, as per deed recorded in Book 77, Page 458 of Official Records in the Office of the County Recorder of said County, bears South 6°23' East, 19.37 feet, another 2 inch pipe with brass cap at an angle point on said Westerly line of Randall Tract bears South 6°23' East, 120.00 feet, a 2 inch pipe with brass cap bears North 6°23' West, 12.63 feet;

thence 1st, South 89°42' East through the said Randall Tract, 265.83 feet to the Easterly line of said Randall Tract, and the Westerly line of the Clifford Greene property, as per deed recorded in Book 183, Page 84 of Official Records, in the Office of the County Recorder of said County;

thence continuing along said last mentioned property line the following courses and distances: 1st, South 27°18' East, 57.80 feet;

thence 2nd, South 56°30' East, 31.04 feet;

thence 3rd, leaving said boundary line; South 47°11'09" West, 192.65 feet;

thence 4th, North 89°24' West, 165.13 feet to a point on the, Easterly line of the tract of land described in the deed to J. B. Canby, recorded in Book 171, Page 246 of Official Records;

thence 5th, North 3°42' West and along said Easterly line of said Canby Tract, 40.75 feet to a 2" survey pipe shown on a survey map recorded in Book 23, Page 44, Record of Surveys in the Office of the County Recorder of Santa Barbara County;

thence leaving the J. B. Canby property, and continuing along the Eastern line of A L. Painters property, as per deed recorded in Book 203, Page 44 of Official Records, North 23°40' West, 107.0 feet to a 2 inch pipe survey monument with brass cap;

thence North 8°24' West, 52.53 feet to a 2 inch pipe survey monument with brass cap;

thence North 13°03' East, 101.87 feet to a 2 inch pipe with brass cap;

thence North 6°23' West (at 40.63 feet to a pipe survey monument set at the Northeast corner of said A. L. Painters property), 120.00 feet to the point of beginning.

ALSO EXCEPTING therefrom that portion conveyed to the County of Santa Barbara and the Santa Barbara County Flood Control and Water Conservation District, by deed recorded March 7, 1966 as Instrument No. 7801 in Book 2142, Page 1253 of Official Records.

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

COPY

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 Brian G. MacDonald and Karen MacDonald, Trustees of the BK MacDonald Living Trust, dated November 18, 2009, 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

