

Project: Surplus Property Sale
IV Lots 31 & 32
APN: 075-202-037
Folio: 003492 & 003493
Agent: rc

REAL PROPERTY SALE CONTRACT
AND ESCROW INSTRUCTIONS

THIS REAL PROPERTY SALE CONTRACT AND ESCROW INSTRUCTIONS, hereinafter referred to as 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 , ENEA PROPERTIES COMPANY, LLC or Assignee, hereinafter referred to as "BUYER," with reference to the following:

WHEREAS, in July of 1991, COUNTY acquired title to a parcel of unimproved land, in the unincorporated area of the County of Santa Barbara, State of California, commonly identified as Santa Barbara County Assessor's Parcel Number 075-202-037 (more specifically Lots 31 & 32), and located in the 6600 block of Del Playa Drive, in Isla Vista (hereinafter "Property").

WHEREAS, on March 22, 2005, the COUNTY Board of Supervisors adopted Resolution No. 05-085 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, subsequent to adopting Resolution No. 05-209 Resolution of Intent to Sell County Owned Real Property and Notice of Request For Bids on July 12, 2005, the COUNTY Board of Supervisors at their meeting of August 2, 2005, requested proposals for the purchase of the Property; and as a result of the open bid process, Jean L. Lesure and Victor Mezhvinsky was selected as the successful bidders and obtained the right to purchase the Property through an oral bid and without representation from a real estate broker in the amount of \$577,500.00 and \$585,000.00, respectively; and

WHEREAS, BUYER has offered and Jean L. Lesure and Victor Mezhvinsky has agreed to assign it's right and interest to acquire Lots 31 & 32 to BUYER in exchange for the one time reimbursement of Jean L. Lesure and Victor Mezhvinsky's non-refundable ten thousand dollars (\$10,000.00) deposit payable at closing and which will subsequently reduce the effective net purchase amount to \$572,500.00 and \$580,000.00, respectively; and

WHEREAS, the COUNTY has approved the Assignment of Contract made and entered into by and between Jean L. Lesure and Victor Mezhvinsky and BUYER and desires to sell, and BUYER desires 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 BUYER and BUYER shall accept all right, title and interest in and to the Property subject to the following terms and conditions:

1. **SALE AND PURCHASE PRICE:** BUYER agrees to purchase and COUNTY hereby agrees to sell to BUYER fee ownership of a piece of unimproved land, in the unincorporated area of the County of Santa Barbara, State of California, commonly identified as Santa Barbara County Assessor's Parcel Number 075-202-037 (Lots 31 & 32), and located in the 6600 block of Del Playa Drive, in Isla Vista. The Property is shown on Exhibit "A" attached hereto and incorporated herein by reference. The total purchase price for Lot 31 shall be FIVE HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$572,500.00). The total purchase price for Lot 32 shall be FIVE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$580,000.00). (BUYER shall execute and return this Contract to COUNTY at the address specified in Section 17, **NOTICES**).

2. **SECURITY DEPOSIT:** The COUNTY has retained a TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) deposit from Jean L. Lesure and Victor Mezhvinsky as security deposit. Within three (3) business days from the mutual execution of this Contract, BUYER shall deposit One Hundred Thousand Dollars (\$100,000.00) into escrow for a total deposit of \$100,000 which shall become non-refundable upon the expiration of the Feasibility Period reference in Section 8(a). The deposits shall cover costs associated with processing the sale of the Property. In the event that BUYER Defaults, the COUNTY shall retain the deposit as Liquidated Damages in accordance with Section 5, **LIQUIDATED DAMAGES**, herein below. The deposit(s) shall be applicable to the purchase price at close of escrow.

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

4. **ESCROW AND OTHER FEES:** Within three (3) days following the execution of this Contract by COUNTY'S Board of Supervisors, COUNTY shall open escrow at Chicago Title Insurance and Escrow Company, 1101 Anacapa Street, Santa Barbara, California, 93101 (hereinafter the "Escrow Holder") with escrow instructions to be based upon the terms and conditions set forth herein and COUNTY shall deposit therein this Contract. This Contract shall become a part of the escrow and shall constitute the basic instructions of COUNTY and BUYER. 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 occur not later than One Hundred and Eighty Calendar Days (180) from the Date County executes this Contract, or on such other date as the parties hereto shall mutually agree to 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 Enea Properties Company, LLC, or Assignee.

COUNTY will execute and deliver to the Escrow Holder the Grant Deeds in substantially the form shown in Exhibit "B" and "C" attached hereto and incorporated herein by reference. The Grant Deeds shall be recorded upon the close of escrow. However, BUYER reserves the right, without the consent or approval of the COUNTY to assign their legal rights under this Contract to a newly formed legal entity (of which BUYER will be a Partner) prior to the close of escrow.

A. Escrow fees are to be paid as follows:

1. BUYER and the COUNTY shall split all prorations, costs, fees, and expenses in connection with this real estate transaction based on Santa Barbara County Custom except as herein provided. Notwithstanding the foregoing, Buyer and County shall each be responsible for their own legal, accounting, professional fees, and any other costs or expenses authorized and incurred during the course of this real estate purchase.

2. The purchase price shall be paid as provided in Section 1, SALE AND PURCHASE PRICE, and in Section 3 FINANCING, herein above.

3. In the event BUYER or COUNTY Defaults prior to the consummation of the escrow, The Defaulting Party shall pay all escrow costs and fees incurred and shall release the Non-Defaulting Party from any and all obligations of the Contract, with the exception that BUYER shall retain and preserve the right to seek specific performance in the event the COUNTY defaults without justifiable cause.

4. At BUYER'S option, a Standard California Land Title Association owner's policy of title insurance covering the Property shall be paid for by BUYER.

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. If requested by BUYER, to issue or have issued to BUYER the California Land Title Association policy of title insurance required herein; and
4. To deliver the purchase price money to COUNTY at the close of escrow.

5. **LIQUIDATED DAMAGES: BUYER AND COUNTY AGREE THAT THE DEPOSIT PAID BY BUYER TO COUNTY PURSUANT TO SECTION 2 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 BUYER FAIL TO COMPLY WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, SAID DEPOSIT PAID BY BUYER 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 BUYER.**

BUYER INITIALS

6. **COMMISSION:** The parties recognize that neither COUNTY nor BUYER is represented by a Broker, and therefore no commission shall be paid on the sale of this Property. BUYER discloses to COUNTY that Robert S. Enea is a Licensed Real Estate Broker in the State of California and is participating in the transaction as a Principal.

7. **COUNTY DISCLOSURE:** BUYER is aware the Property is unimproved land and was intended for open space/recreation purposes. COUNTY has delivered to BUYER an environmental site assessment which included neighboring parcels, but not the subject Property.

8. PROPERTY AS IS WITH ALL FAULTS: BUYER SPECIFICALLY ACKNOWLEDGES THAT COUNTY IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT BUYER IS 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 7 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 BUYER is put on notice to inquire and inspect the Property and all records pertaining to it and that BUYER shall rely solely on his own investigation in deciding whether or not to complete this purchase. BUYER is 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.

8 (a) FEASIBILITY PERIOD: BUYER shall have the right of entry onto the Property to conduct such inspections and testing thereon as are, in BUYER'S sole discretion, necessary to reasonably determine the condition of the Property for BUYER's intended use. BUYER shall have thirty (30) calendar days from COUNTY's execution of this Contract to complete such inspections and testing (Feasibility Period) unless additional time is requested by BUYER, and consented to by COUNTY at its sole discretion.- Following such testing, investigation and reports, BUYER shall restore the area of the Property disturbed by said tests to its pre-test condition as near as is practicable and reasonable. BUYER may, at their sole discretion and prior to the expiration of the Feasibility Period, terminate this Contract by giving written notice to COUNTY and Escrow. If written notice is received by COUNTY and Escrow prior to the expiration of the Feasibility Period BUYER shall be refunded one hundred percent (100%) of their One Hundred Thousand Dollar (\$100,000.00) Deposit.

In the event any toxins or contaminants are identified by these tests or on any other basis, BUYER 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 BUYER shall have the right to terminate this Contract with no further liability.

BUYER shall give the COUNTY 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 BUYER shall hold COUNTY harmless with respect to any such testing.

9. **INDEMNIFICATION/RELEASE:** BUYER 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 BUYER or by any other party.

BUYER 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), judgements 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 BUYER or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgements or liabilities to the extent arising from the negligence or willful misconduct.

BUYER, with the exception of any pre-existing known hazardous and/or toxic materials located on or underneath the Property, hereby waives its right to recover from COUNTY and forever releases and discharges 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, BUYER expressly waives 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.**"

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

11. **COUNTY'S RESPONSE TIME/ CANCELLATION:** COUNTY shall have five (5) days from receipt of BUYER'S 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 BUYER, or does not respond within the time period specified, BUYER 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 shall be returned to BUYER. In the event COUNTY exercises their right to cancellation under the terms of this Contract, BUYER and COUNTY shall

sign mutual instructions to cancel the sale and escrow and release deposits. Only outstanding fees and costs, authorized and incurred on behalf of BUYER, may be payable from BUYER's deposit to service providers and vendors for services and products provided during escrow.

12. **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 BUYER. Tax bills issued after close of escrow shall be handled directly by BUYER.

13. **ASSIGNMENT RESTRICTIONS:** This Contract shall not be sold, assigned, or otherwise transferred by BUYER to any third party legal entity of which BUYER is not a Partner, 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. BUYER discloses to COUNTY, and COUNTY acknowledges, that it is BUYER's intent to form a new single asset entity to acquire the Property. Exact vesting shall be provided to escrow no later than thirty (30) days prior to close of escrow.

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

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

BUYER 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 BUYER'S 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.

16. **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.

17. **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 BUYER 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
Real Estate Services Office
1105 Santa Barbara Street, Courthouse East Wing
Santa Barbara, CA 93101
Attn: Ronn Carlentine, Manager
Phone: (805) 568-3078

BUYER: Enea Properties Company, LLC
190 Hartz Ave, Suite 260
Danville, CA 94526
Attn: Robert S. Enea, Managing Member
Phone: (925) 314-1470

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **CERTIFICATION OF SIGNATORY(IES):** BUYER represents and warrants that they he is the BUYER herein or is authorized by the BUYER to execute this Contract and that no additional signatures are required to carry out the duties contemplated herein.

26. **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.

27. **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: Surplus Property Sale of
IV Lots 31 & 32
APN: 075-202-037
Folio: 003492 & 003493
Agent: rc

IN WITNESS WHEREOF, COUNTY and BUYER 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: _____

"BUYER"
Enea Properties Company, LLC.

By: Robert S. Enea, Managing Member

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
APN: 075-202-037 (Lot 31)

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:

_____, a _____, 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 acknowledges 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 _____, 2006, 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 Grant 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 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
APN: 075-202-037 (Lot 32)

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:

_____, a _____, 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 acknowledges 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 C

