

ATTACHMENT B

REAL PROPERTY PURCHASE AGREEMENT (OWNER 2)

EASEMENT DEED (OWNER 2)

CERTIFICATE OF ACCEPTANCE (OWNER 2)

**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 Joan Hollis Ross and Robert David Ross, Trustees of The Ross Family Trust dated March 15, 2023, hereinafter collectively referred to as "OWNERS," with reference to the following:

RECITALS

WHEREAS, OWNERS are the owners of that certain real property in the City of Santa Barbara, State of California, commonly known as 428 De La Vina Street, Santa Barbara, California (the "Premises") and more particularly described as Assessor's Parcel Number 037-203-020 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 plans to make necessary improvement for flood control purposes to Mission Creek, which lies contiguous with the Subject Property; and

WHEREAS, DISTRICT desires to purchase a permanent easement for flood control purposes over a portion of the Subject Property consisting of approximately 884 square feet, for the present and future needs of the DISTRICT, together with an adjacent Temporary Construction Easement to facilitate the construction of the flood control improvements; and

WHEREAS, DISTRICT and OWNERS agree to enter into this Agreement for the sale of permanent and temporary easements over a portion of the Subject Property, and mutually agree to said sale per the terms and provisions defined 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, the real property interests described in the Easement Deed executed by the OWNERS concurrently with this Agreement, a copy of which Easement Deed is attached hereto as Exhibit B and incorporated into this Agreement ("Deed").

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 real property interests conveyed in the Deed.

b. The total purchase price for the easement(s) conveyed in the Deed shall be **ONE HUNDRED EIGHTY SIX THOUSAND SIX HUNDRED FIVE DOLLARS (\$186,605)**.

c. Upon final execution by DISTRICT, DISTRICT shall return a duplicate original of this Agreement to OWNERS, and shall open escrow pursuant to Section 2. hereof.

d. Within fifteen (15) days of the opening of escrow, DISTRICT will deliver to the Escrow Holder the Deed, which has been duly executed and acknowledged by OWNERS and accepted by DISTRICT. DISTRICT shall deposit with the Escrow Holder a Certificate of Acceptance for the Deed, which has been executed by DISTRICT, in substantially the same form shown on Exhibit "C", attached hereto and incorporated herein by reference.

e. **Conditions Precedent:** In addition to the other terms and conditions contained in this Agreement, DISTRICT's obligation to purchase the property rights identified in the Deed shall be expressly subject to and conditioned upon the fulfillment of each of the following conditions precedent. 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. Funding commitments 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, if and as applicable 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 Closing Date as defined below, 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 First American 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 real property interests conveyed in the Deed 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. DISTRICT shall pay any subordination 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 easement interests described in the Deed 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 easement interests described in the Deed to DISTRICT.

e. The Closing shall be on September 29, 2023 (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 the Deed which shall vest title to the real property interests described in the Deed in DISTRICT. The "Close of Escrow" is defined as:

- i. the recordation of the Deed, which shall vest all real property interests described in the Deed in DISTRICT; and
- ii. the payment to OWNERS pursuant to Section 1, SALE AND PURCHASE PRICE, herein above.

3. TITLE AND DEED: Title to all real property interests described in the Deed 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 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 terminate this Agreement or pursue other means of perfecting title, at DISTRICT's sole discretion.

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 Deed and the Certificate of Acceptance shall be recorded concurrently, vesting all rights, title and interests described in the Deed in DISTRICT;

c. Issue or have issued to DISTRICT the California Land Title Association policy of title insurance required herein;

d. To obtain subordinations from any holders of liens against the Subject Property and record them concurrently in the Santa Barbara County Recorder's Office with the executed Deed and deliver the recorded 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.

c. DISTRICT agrees to provide to OWNERS not less than 30-days advance notice of commencement of construction for the overall Project, and DISTRICT shall provide to OWNERS not less than 7 days advance notice of commencement of construction performed on their Subject Property. The permanent removal of OWNERS' perimeter fencing and/or the installation of construction fencing along the easement boundary through OWNERS' property shall be deemed commencement of construction on OWNERS' Subject Property even if active Project construction work on OWNERS' property is not immediately undertaken.

d. DISTRICT shall ensure that secure temporary fencing is installed along the Temporary Construction Easement boundary as the first order of Project work (excluding initial tree trimming work that will occur in advance of construction commencement). The temporary fencing shall be installed at DISTRICT expense and shall remain in place until all DISTRICT Project work is completed on the Subject Property, at which time it shall be removed from the Subject Property.

e. DISTRICT acknowledges and shall ensure that all Project construction access and work is conducted solely within the Permanent Easement for flood control purposes and the Temporary Construction Easement identified in the Deed, and that no access to OWNER's Subject Property outside of said described Easements shall be accessed, used, or traversed by DISTRICT or its contractors and employees to access Mission Creek and the Project work areas, with the sole exception being a single day before the end of February 2024, for which advance notice will be provided by DISTRICT to OWNERS, when trees within the Easements will be topped and trimmed and/or removed. On said day, DISTRICT may arrange with OWNERS' permission to have workers enter on foot through OWNERS' side yard of the Subject Property from DeLaVina Street. No other exceptions shall apply to the requirement that DISTRICT shall otherwise contain its access and operations within the Easements at all times to complete Project work on the Subject Property. For any trees removed from the Easement areas, District shall ensure that its contractor removes the tree stumps by or before the termination of the Temporary Construction Easement.

f. DISTRICT shall protect and maintain OWNERS' Subject Property free from damage directly caused by construction of DISTRICT's Project in the Easement Areas described in the Deed, or by any related entries by DISTRICT upon OWNERS' Subject Property. DISTRICT agrees to repair any unforeseen damage to OWNERS' Subject Property directly caused by DISTRICT's work.

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 having any rights, title or interests, possessory or otherwise, in the area being conveyed to DISTRICT by said Deed, and no tenants will be occupying the areas described in the Deed 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 Deed conveying the rights therein described to DISTRICT. The 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 portion of the Subject Property that is being conveyed to DISTRICT 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.

g. OWNERS shall remove any personal property, inventory or other personal materials including temporary trailers, containers, and debris from the portions of the Subject Property described in the Deed prior to the Commencement of Construction, as noticed per Paragraph 5.c. of this Agreement. In the event that any personal property or debris are remaining in the areas conveyed by the Deed upon commencement of construction, then DISTRICT may, at its sole option, clear said items from the Subject Property, without further obligations or liability to OWNERS.

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. 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 easement rights described in the Deed "as is" without further representations or warranties of OWNERS.

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

OWNERS's expense, to correct the condition(s) affected thereby to the reasonable satisfaction of DISTRICT and/or any governmental body having jurisdiction. Failure to so correct shall be grounds for termination of this Agreement.

10. INSPECTION BY DISTRICT: DISTRICT upon not less than 24-hour notice to the OWNERS shall have the right of entry onto the areas described in the Deed 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 such areas. The scope of any such testing or inspection which requires physical sampling shall be subject to:

a. The requirement that DISTRICT conduct all such inspections and testing, including the disposal of samples taken, in accordance with applicable law and at no cost or liability to OWNERS. DISTRICT shall complete such inspections and testing and shall restore all areas of the Subject Property to its pre-test and pre-inspection condition as near as is practicable.

If any toxins or contaminants are discovered, DISTRICT shall notify OWNERS immediately and OWNERS shall have the right, but not the responsibility to take any actions in response to such notifications that it deems necessary in its sole and absolute discretion. If OWNERS elect not to take actions in response to such notifications, then, notwithstanding other provisions contained herein, OWNERS and/or DISTRICT shall have the right at any time prior to the 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 property rights described in the Deed in their 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: Joan H. and Robert D. Ross
 201 Ravenswood Ct.
 Santa Cruz, CA 95060
 (831) 566-4175 Robert Ross
 (831) 334-3355 Joan Ross

IF TO DISTRICT: County of Santa Barbara
 Flood Control
 Attn: Matt Griffin
 130 E. Victoria Street, Suite 200
 Santa Barbara, CA 93101
 Telephone: (805) 568-3444
 e-mail: MGriff@countyofsb.org

ESCROW OFFICER: First American Title Company
 Title No. 4201-6428465
 3780 State Street
 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 property interests described in the Deed.

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.

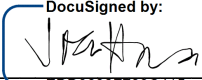
29. **GOVERNING LAW:** The validity, meaning, and effect of this Agreement shall be determined in accordance with California laws.

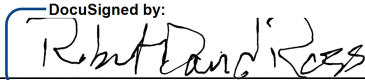
30. **FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES:** In the event that the parties hereto utilize facsimile transmitted documents or electronically transmitted documents which include digital signatures, such documents shall be accepted as if they bore original signatures provided that the signature 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 Deed; facsimile and/or electronic signatures shall not be accepted for the 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 accepted 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.

“OWNERS”

Joan Hollis Ross and Robert David Ross, Trustees of The Ross Family Trust dated March 15, 2023

By: 
DocuSigned by:
E0D0832E788C415
Joan Hollis Ross, Trustee

By: 
DocuSigned by:
E03EA08B567B40E...
Robert David Ross, Trustee

Date: 8/11/2023

Date: 8/11/2023

“DISTRICT”
SANTA BARBARA COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT

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

By: _____
Das Williams, Chair
Board of Directors

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy Auditor-Controller

APPROVED:

APPROVED AS TO FORM:

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

By: _____
Greg Milligan, ARM
Risk Manager

APPROVED:

APPROVED:

By: _____
Walter Rubalcava
Deputy Director-Water Resources

By: _____
Skip Grey, Assistant Director
General Services-Real Property

Acquisition: 428 De La Vina Street, Common Area Lot 1, Santa Barbara, CA 93101
APN: 037-203-020

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.

FIRST AMERICAN TITLE COMPANY

By: _____

_____, Escrow Officer

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Santa Barbara, County of Santa Barbara, State of California, described as follows:

THAT PORTION OF BLOCK 251 IN THE CITY OF SANTA BARBARA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF DE LA VINA STREET, DISTANT THEREON SOUTHEASTERLY, 100.50 FEET FROM THE SOUTHEASTERLY LINE OF HALEY STREET, SAID POINT BEING THE MOST SOUTHERLY CORNER OF THE TRACT OF LAND DESCRIBED IN DEED TO GEORGE E. WAGGONER, ET UX., RECORDED JULY 3, 1930 IN [BOOK 211, PAGE 497](#) OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY;

THENCE SOUTHEASTERLY ALONG SAID LINE OF DE LA VINA STREET, 32.5 FEET;

THENCE AT RIGHT ANGLES NORTHEASTERLY, PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID WAGGONER TRACT AND DISTANT 32.5 FEET; SOUTHEASTERLY THEREFROM, 100 FEET TO THE NORTHEASTERLY LINE OF THE TRACT OF LAND DESCRIBED IN DEED TO WALTER M. MAGILL, DATED JULY 21, 1910 AND RECORDED IN [BOOK 127, PAGE 282](#) OF DEEDS, RECORDS OF SAID COUNTY;

THENCE AT RIGHT ANGLES NORTHWESTERLY ALONG SAID LINE OF MAGILL, 32.5 FEET TO THE MOST EASTERLY CORNER OF SAID TRACT OF WAGGONER;

THENCE AT RIGHT ANGLES SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF WAGGONER, 100 FEET TO SAID LINE OF DE LA VINA STREET AND THE POINT OF BEGINNING.

[APN: 037-203-020](#)

**EXHIBIT B
RIGHT OF WAY AGREEMENT**

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Santa Barbara County
Real Property Division
Will Call

Exempt from the \$75 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

428 De La Vina Street
Santa Barbara, CA 93101
APN: 037-203-020

EASEMENT DEED
(for Flood Control Purposes)

For consideration, JOAN HOLLIS ROSS AND ROBERT DAVID ROSS, TRUSTEES OF THE ROSS FAMILY TRUST DATED MARCH 15, 2023 (collectively “Grantor), does hereby grant to the SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (“District”), its successors or assigns, as District herein, an easement and right of way in the City of Santa Barbara, County of Santa Barbara, State of California, for all purposes relating to surveys, inspections, excavations, construction, operations, maintenance, repair, removal, replacement and reconstruction of surface and subsurface improvements required for creek flow, flood control and all appurtenant facilities associated with Mission Creek and nearby creek flood control improvements located in the block between the intersection of Haley Street and De La Vina Street and Gutierrez Street, including the unrestricted right of ingress and egress at all times, and any required removal at any time of vegetation, improvements, materials, and any other topographical features that may exist within said easement, being more particularly described in Exhibit “A” and shown in Exhibit “B”, each attached hereto and incorporated herein by this reference.

Together with:

A Temporary Construction Easement for the purposes of facilitating the construction of the flood control improvements and all appurtenant facilities, including the right of ingress and egress for personnel, vehicles, and equipment, and the right to temporarily maintain such vehicles, materials and equipment within said Temporary Construction Easement area as necessary to complete the flood control improvement project, and utilize said Temporary Construction Easement for all other related activities and purposes associated with facilitating and accomplishing the construction of the public improvements within the Easement Area described hereinabove, in, on, over, under, through, along and across that certain parcel of land described

in Exhibit “C” and depicted in Exhibit “D”, attached hereto and incorporated herein. This Temporary Construction Easement shall commence thirty (30) days following the date of issuance of a Notice of Construction Commencement issued by District to Grantor via U.S. Mail, and shall terminate one year after commencement, or upon completion of construction, whichever occurs first; however, District shall have the right to extend the Temporary Construction Easement term in additional three (3) month increments if District determines that additional time beyond the one year period is necessary for construction completion. In such case, District shall have the unilateral right to extend the Temporary Construction Easement period through construction completion and agrees to compensate Grantor One Thousand Dollars (\$1,000) for each three month extension term exercised. Payment for any such extensions shall be paid by District to Grantor concurrent with District’s written notice to Grantor of District’s intention to exercise such extension provisions. In any event, this Temporary Construction Easement shall terminate on or before December 31, 2025.

Upon completion of construction, the surface of this Temporary Construction Easement area shall be generally restored to a comparable condition as that which existed prior to District’s access and use, to the extent reasonably practical, excepting fencing, decking, landscaping, trees, irrigation, and other related yard improvements.

GRANTOR:

JOAN HOLLIS ROSS AND ROBERT DAVID ROSS, TRUSTEES OF THE ROSS FAMILY TRUST
DATED MARCH 15, 2023

By _____
Joan Hollis Ross, Trustee

By _____
Robert David Ross, 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, _____, Notary Public, personally appeared Joan Hollis Ross, 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, _____, Notary Public, personally appeared Robert David Ross, 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)

EXHIBIT A T-3

A portion of the land in Block 251, in the City of Santa Barbara, County of Santa Barbara, State of California, described in the Grant Deed to Joan H. Ross and Robert D. Ross, recorded June 26, 2020, as Instrument No. 2020-031699, Official Records of said County, lying northeasterly of a line parallel with, and 5.00 feet southwesterly, as measured at right angles, of the following described REFERENCE LINE.

Commencing at a point on a line that is parallel with and 5.00 feet southeasterly, as measured at right angles, of the southeasterly line of Block 251 in the City of Santa Barbara, County of Santa Barbara, State of California, from which a lead, nail & tag stamped "CITY ENGR" near the most southerly corner of said Block 251 as shown on the Corner Record Document No. 938, filed in said County's Surveyor Office, bears South 42°25'13" West, 245.39 feet and from which said point a lead, nail & tag stamped "CITY ENGR" near the most easterly corner of said Block 251 as shown on Corner Record Document No. 4331, filed in said County Surveyor Office, bears North 42°25'13" East, 257.24 feet;

Course 1 Thence at right angles, North 47°34'47" West, 27.56 feet to a point on the face of a concrete retaining wall, the TRUE POINT OF BEGINNING of this REFERENCE LINE;

Course 2 Thence North 64°13'04" West, 6.31 feet to the beginning of a tangent curve to the left, having a radius of 245.00 feet;

Course 3 Thence along said curve 34.86 feet through a central angle of 08°09'06";

Course 4 Thence North 72°21'30" West, 199.00 feet to the beginning of a tangent curve to the right, having a radius of 200.00 feet;

Course 5 Thence along said curve 51.62 feet through a central angle of 14°47'14";

Course 6 Thence North 57°34'16" West, 95.81 feet to the beginning of a tangent curve to the left, having a radius of 80.00 feet;

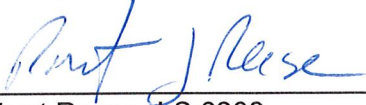
Course 7 Thence along said curve 58.02 feet through a central angle of 41°33'14";

Course 8 Thence South 80°52'30" West, 8.24 feet to a point on the face of a concrete retaining wall, the END of this REFERENCE LINE, from which a lead, nail & tag stamped "CITY ENGR" near the most easterly corner of City Block 232 as shown on Corner Record Document No. 3989, filed in said County Surveyor Office, bears South 87°13'59" West, 113.52 feet and from which point a lead, nail & tag stamped "CITY ENGR" near the most northerly corner of said Block 251 as shown on Corner Record Document No. 4370, filed in said County Surveyor Office, bears North 38°18'51" East, 423.33 feet.

EXCEPTING THEREFROM that parcel described in the Easement Deed to the County of Santa Barbara and the Santa Barbara County Flood Control and Water Conservation District, recorded April 1, 1970, as Instrument No. 8488 in Book 2304, Page 1343 of Official Records of said County.

The above described parcel of land contains approximately 883 square feet and is as shown on Exhibit B, attached hereto and made a part hereof.

This description has been prepared by me in accordance with provisions of the Professional Land Surveyors Act.



Robert Reese, LS 6208

2022.02.08
date

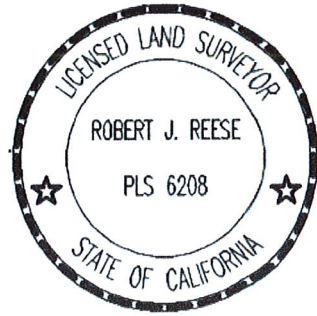
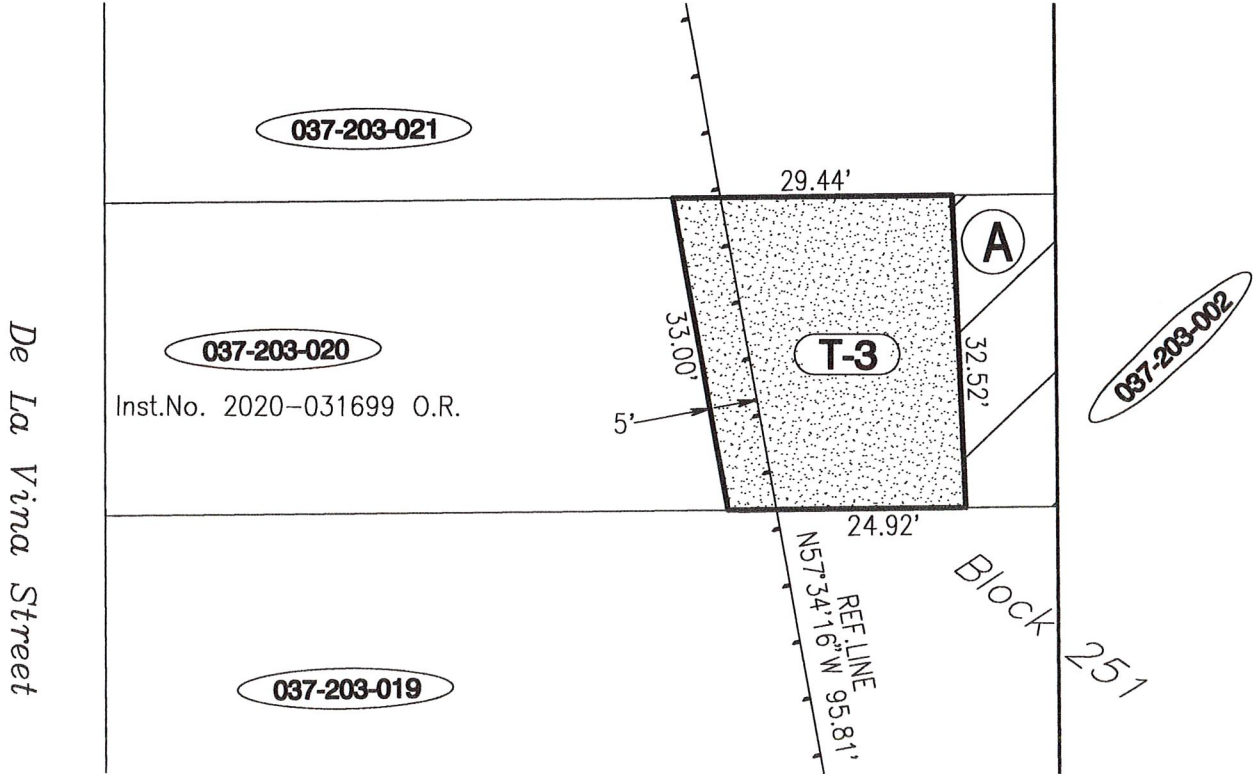


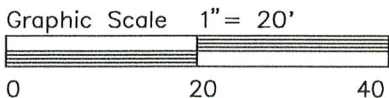
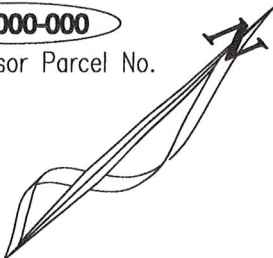
EXHIBIT B T-3



037-203-020
 Vesting - Inst.No. 2020-031699 O.R.
 A - 2304 OR 1343 flood control easement

T-3 883sq.ft. Perm.Easement

000-000-000
 = Assessor Parcel No.



This Exhibit has been prepared by me in accordance with provisions of the Professional Land Surveyors Act.

Robert J. Reese

date: 2022.02.08



COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS
 FLOOD CONTROL DISTRICT

APN 037-203-020

PERMANENT EASEMENT
 SANTA BARBARA COUNTY
 FLOOD CONTROL DISTRICT
 SANTA BARBARA COUNTY, CALIFORNIA

EXHIBIT C TCE-3

A strip of land 5.00 feet wide, in that portion of the land in Block 251, in the City of Santa Barbara, County of Santa Barbara, State of California, described in the Grant Deed to Joan H. Ross and Robert D. Ross, recorded June 26, 2020, as Instrument No. 2020-031699, Official Records of said County, the northeasterly line of which lies parallel with and 5.00 feet southwesterly, as measured at right angles, of the following described REFERENCE LINE.

Commencing at a point on a line that is parallel with and 5.00 feet southeasterly, as measured at right angles, of the southeasterly line of Block 251 in the City of Santa Barbara, County of Santa Barbara, State of California, from which a lead, nail & tag stamped "CITY ENGR" near the most southerly corner of said Block 251 as shown on the Corner Record Document No. 938, filed in said County's Surveyor Office, bears South 42°25'13" West, 245.39 feet and from which said point a lead, nail & tag stamped "CITY ENGR" near the most easterly corner of said Block 251 as shown on Corner Record Document No. 4331, filed in said County Surveyor Office, bears North 42°25'13" East, 257.24 feet;

Course 1 Thence at right angles, North 47°34'47" West, 27.56 feet to a point on the face of a concrete retaining wall, the TRUE POINT OF BEGINNING of this REFERENCE LINE;

Course 2 Thence North 64°13'04" West, 6.31 feet to the beginning of a tangent curve to the left, having a radius of 245.00 feet;

Course 3 Thence along said curve 34.86 feet through a central angle of 08°09'06";

Course 4 Thence North 72°21'30" West, 199.00 feet to the beginning of a tangent curve to the right, having a radius of 200.00 feet;

Course 5 Thence along said curve 51.62 feet through a central angle of 14°47'14";

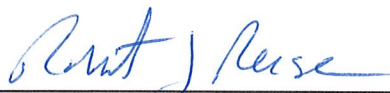
Course 6 Thence North 57°34'16" West, 95.81 feet to the beginning of a tangent curve to the left, having a radius of 80.00 feet;

Course 7 Thence along said curve 58.02 feet through a central angle of 41°33'14";

Course 8 Thence South 80°52'30" West, 8.24 feet to a point on the face of a concrete retaining wall, the END of this REFERENCE LINE, from which a lead, nail & tag stamped "CITY ENGR" near the most easterly corner of City Block 232 as shown on Corner Record Document No. 3989, filed in said County Surveyor Office, bears South 87°13'59" West, 113.52 feet and from which point a lead, nail & tag stamped "CITY ENGR" near the most northerly corner of said Block 251 as shown on Corner Record Document No. 4370, filed in said County Surveyor Office, bears North 38°18'51" East, 423.33 feet.

The above described parcel of land contains approximately 165 square feet and is as shown on Exhibit D, attached hereto and made a part hereof.

This description has been prepared by me in accordance with provisions of the Professional Land Surveyors Act.



Robert Reese, LS 6208

2022.02.08
date

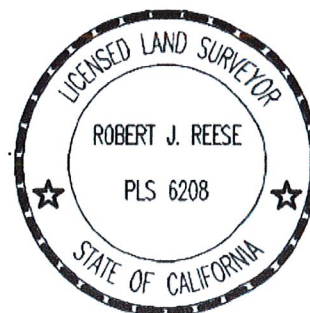
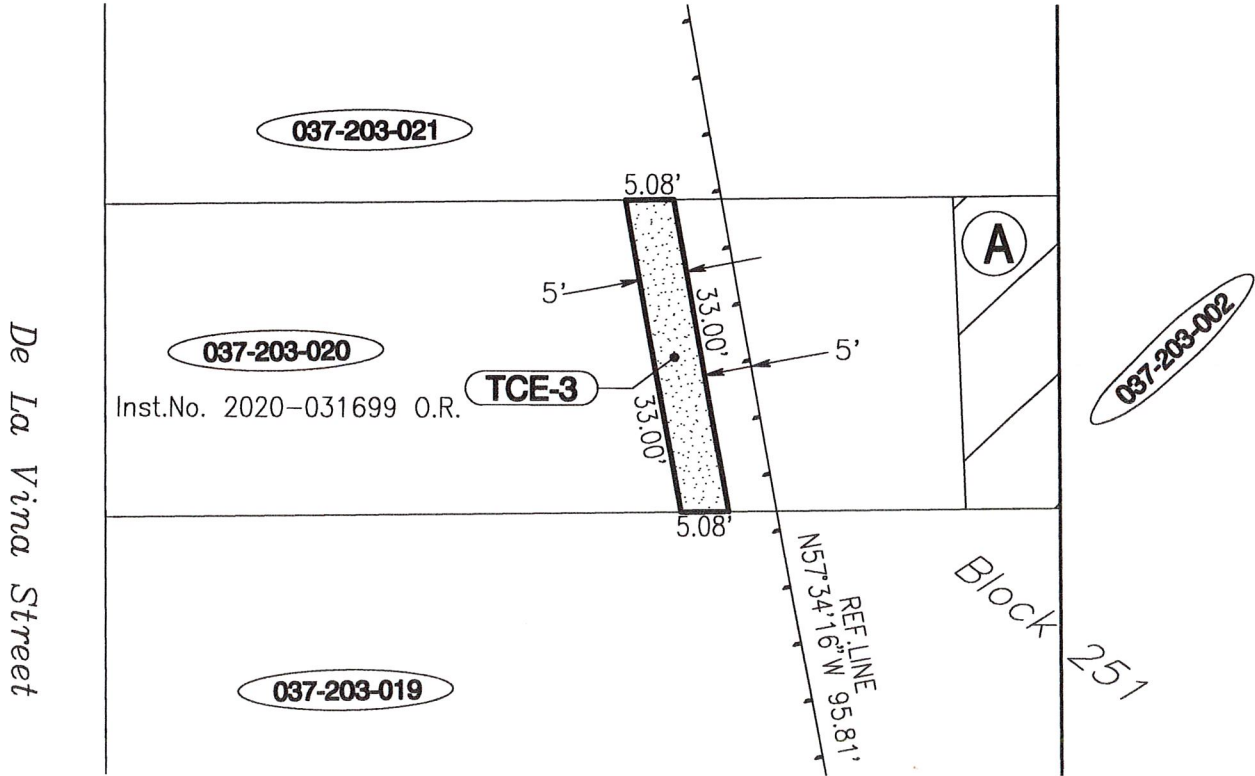


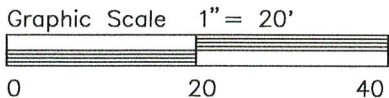
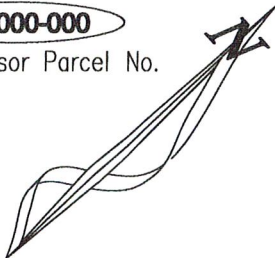
EXHIBIT D TCE-3



037-203-020
 Vesting - Inst.No. 2020-031699 O.R.
 A - 2304 OR 1343 flood control easement

TCE-3 165sq.ft. Temp.Const.Easement

000-000-000
 = Assessor Parcel No.



This Exhibit has been prepared by me in accordance with provisions of the Professional Land Surveyors Act.

Robert J. Reese

date: 2022.02.08



COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS
 FLOOD CONTROL DISTRICT

APN 037-203-020

TEMPORARY CONSTRUCTION EASEMENT
 SANTA BARBARA COUNTY
 FLOOD CONTROL DISTRICT
 SANTA BARBARA COUNTY, CALIFORNIA

EXHIBIT C TO RIGHT OF WAY AGREEMENT

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: Gov. Code §27281

THIS IS TO CERTIFY that the interest in real property conveyed by the Easement Deed dated as of _____, 2023, from JOAN HOLLIS ROSS AND ROBERT DAVID ROSS, TRUSTEES OF THE ROSS FAMILY TRUST DATED MARCH 15, 2023, collectively as Grantor, to the SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a dependent special district of the County of Santa Barbara, its successors or assigns, as Grantee, is hereby accepted by the Director of the Public Works Department on behalf of the Board of Directors of the Santa Barbara County Flood Control and Water Conservation District pursuant to the authority granted by Ordinance #4895, revising Santa Barbara County Code 12A-11.1, adopted on September 2, 2014, and the Grantee consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal this _____ day of _____, 2023.

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

By _____
Deputy

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By _____
Deputy County Counsel