

ATTACHMENT 2

**Real Property Donation Agreement
and
Escrow Instructions**

**REAL PROPERTY DONATION AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS REAL PROPERTY DONATION 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 Michael P. MacElhenny and David J. Wine, as joint tenants, hereinafter referred to as "DONORS," with reference to the following:

RECITALS

WHEREAS, DONORS 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 803 Park Lane West, Montecito, California and more particularly described as Assessor's Parcel Number 007-050-002 and all improvements on said Parcel hereinafter collectively referred to as the "Property" as shown on Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, DONORS intend to donate the Property to the DISTRICT; and

WHEREAS, DONORS intend to obtain independent tax counsel and will be solely responsible for compliance with any gift value substantiation requirements of the Internal Revenue Code; and

WHEREAS, DISTRICT has identified the above-mentioned Property comprising of approximately 0.59-acres as suitable for flood control purposes; and

WHEREAS, DONORS wishes to donate the Property to the DISTRICT and the DISTRICT wishes to accept such donation, in fee title for the present and future needs of the DISTRICT.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties hereto agree as follows:

1. DONATION OF THE PROPERTY: Subject to the terms and conditions contained in this Agreement, DISTRICT agrees to accept from DONORS, and DONORS agree to donate to DISTRICT, fee ownership of the Property and that no purchase price cash payment shall be made by the DISTRICT for the Property.

a. The parties agree that DONORS shall remise, release, and convey to DISTRICT and DISTRICT shall accept all right, title, and interest in and to the Property.

b. It is agreed that the fee interest conveyed is being donated to the DISTRICT by the undersigned DONORS and that upon acceptance of the Grant Deed by the DISTRICT, such donation is irrevocable.

c. Upon final execution by DISTRICT, DISTRICT shall return a duplicate original of this Agreement to DONORS, and a duplicate original of this Agreement to escrow pursuant to Section 4. hereof.

d. Within twenty (20) days of a duplicate original of this Agreement submitted to escrow, DONORS will deliver to the Escrow Holder the Grant Deed, which has been duly executed and acknowledged by DONORS, 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 Property, which has been executed by DISTRICT, in substantially the same form shown on Exhibit "C", attached hereto and incorporated herein by reference.

f. At least one (1) day prior to the Close of Escrow, DISTRICT shall deposit with the Escrow Holder a Contemporaneous Written Acknowledgment, which has been executed by DISTRICT, in substantially the same form shown on Exhibit "D", attached hereto and incorporated herein by reference.

2. CONDITIONS PRECEDENT: In addition to the other terms and conditions contained in this Agreement, DISTRICT's acceptance of the Property shall be expressly 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. Final approval of consummation of the donation by the Santa Barbara County Flood Control and Water Conservation District's Board of Directors (the "DIRECTORS").
- ii. Completion of the California Environmental Quality Act (CEQA) environmental review process for this transaction as determined by DISTRICT in its sole and absolute discretion.
- iii. Compliance by DISTRICT with the requirements of California Government Code 65402(a).

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 DONORS, may terminate this Agreement and be released from all obligations under this Agreement. Alternatively, DISTRICT may agree with DONORS to extend the date of closing to allow sufficient time to satisfy these conditions.

3. APPRAISAL AND VALUATION:

a. DONORS shall obtain, at DONORS sole cost and expense, an appraisal. The appraisal of the Property shall be completed by a qualified licensed appraiser to substantiate its current fair market value. It is understood that DONORS intend to claim the value of the Property as a noncash charitable contribution for tax purposes.

b. In conjunction with this transaction, DONORS shall correctly complete and provide the DISTRICT an executed IRS Form 8283, (in substantially the same form shown on Exhibit "E", attached hereto and incorporated herein by reference). The IRS Form 8283 will be completed, where appropriate, by DONORS and DONORS' appraiser. DISTRICT agrees to complete Part IV, Donee Acknowledgement of DONORS IRS Form 8283.

c. DONORS shall be solely responsible for any audits, costs, or liabilities that may arise from the charitable deduction claimed by DONORS in this transaction and shall hold the DISTRICT harmless for any claims related to the same. DONORS are advised to seek their own legal and/or tax counsel regarding the gift contemplated in this Agreement and have not relied on any representation from the DISTRICT related to the gift provided in this Agreement.

d. DONORS understand and acknowledge that the DISTRICT makes no representation regarding the fair market value of the Property or any tax related consequences of the transaction contemplated in this Agreement.

4. ESCROW AND OTHER FEES:

a. Escrow shall be opened at Fidelity National Title Insurance 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 Property shall be paid for by DISTRICT.
- ii. DONORS shall pay for any additional title insurance coverage that may be required by the DONORS.
- iii. DISTRICT shall pay for any additional title insurance coverage that may be required by the DISTRICT.
- iv. DISTRICT shall pay all County Documentary Transfer Tax (“Transfer Tax”).
- v. DISTRICT shall pay all standard escrow fees except as otherwise required by this Agreement.

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

e. The Closing shall be a minimum of forty-five (45) days following execution of the Agreement by the DIRECTORS Chair, (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 Property in DISTRICT. The “Close of Escrow” is defined as:

- i. the recordation of the Grant Deed, which shall vest fee title in the Property to the DISTRICT;
- ii. the recordation of the Certificate of Acceptance; and
- iii. the delivery of the contemporaneous written acknowledgment to the DONORS.

5. **TITLE AND DEED:** Title to the 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 DONORS, except:

- a. All covenants, conditions, restrictions, and reservations of record approved by DISTRICT.
- b. All easements or rights of way over the 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). DONORS shall provide funds into escrow and Escrow Officer is authorized to pay all delinquent taxes, if any, from funds provided by DONORS. DONORS understand that pursuant to Section 4986(a)(6), DONORS 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 DONORS for any prepaid property taxes that may be canceled. DONORS shall pay any such amounts in accordance with the terms of such tax bill or warrant.

The DISTRICT shall pay for the cost of the Preliminary Title Report covering said Property from said Title Company in Section 4 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. DONORS shall have the right within ten (10) days from receipt of notice of disapproval to correct the condition(s) that adversely affect said Property as determined by DISTRICT in its discretion. If DONORS 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 DONORS to correct an adverse condition unless DONORS 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 Property, at DISTRICT's expense;
- b. At Closing, the Grant Deed and the Certificate of Acceptance shall be recorded concurrently, vesting title to the 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 Property and record them concurrently with the Santa Barbara County Recorder's Office the executed Grant Deed and deliver the recorded Grant Deed to DISTRICT;

e. Provide DISTRICT and DONORS with Conformed Copies of all recorded documents pertaining to this Escrow; and

f. Provide DISTRICT and DONORS 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.

8. DONORS' REPRESENTATION AND WARRANTIES: The DONORS represent and warrant that:

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

b. There are no attachments, execution proceedings, assignments for the benefit of creditors, insolvency, or bankruptcy, reorganization or other proceedings pending against the DONORS restricting the Close of Escrow.

c. DONORS 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 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 DONORS of the Property, but shall not mean notice by publication.

d. DONORS will not subject the 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 DONORS' obligations under this Agreement will violate the terms of any contract, agreement or instrument to which DONORS are a party.

f. DONORS, at the time of the close of escrow, 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 Property.

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

Except for the warranties of paragraphs d and g above, the representations in this Section 8 are made to the best of DONORS' knowledge after reasonable inquiry.

9. DONORS' OBLIGATIONS: The DONORS shall be obligated as follows:

a. DONORS shall deliver to the Escrow Officer an executed Grant Deed conveying fee interest to the Property in a form substantially similar to the Grant Deed attached hereto as 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. DONORS ensure that the 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. DONORS shall pay, if and when the same are due, all payments on any encumbrances or assessments presently affecting the Property and any and all taxes, assessments, and levies in respect to the Property prior to the Close of Escrow.

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

e. DONORS shall be responsible to pay for any and all costs identified as DONORS costs as contained in this Agreement. DONORS' costs associated with this Agreement shall be deposited in to Escrow and paid by Escrow Officer at the Close of Escrow.

10. COMMISSION: It is understood that DISTRICT and the DONORS represents themselves in this transaction and that no commission will be paid on this transaction.

11. GOOD FAITH DISCLOSURE BY DONORS: DONORS shall make a good faith disclosure to DISTRICT, in substantially the same form shown on Exhibit "F", attached hereto and incorporated herein by reference, of any and all facts, findings, or information on the Property, known to DONORS 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 DONORS concerning the condition of the 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 11 and the representations and warranties provided elsewhere in this Agreement, DISTRICT is willing to accept the Property from DONORS without any representations or warranties whatsoever regarding the Property and on an "as is, where is" and "with all faults" basis.

If such facts or information provided by DONORS disclose conditions that adversely affect the continued or contemplated use of the 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 DONORS 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 DONORS of the conditions it deems unacceptable and the corrections desired and request DONORS, at DONORS' 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.

12. INSPECTION BY DISTRICT: DISTRICT upon not less than 24-hour notice to the DONORS shall have the right of entry onto the 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 Property. The scope of any such testing or inspection which requires physical sampling of all or any part of the Property shall be subject to:

a. The prior written approval of DONORS, which approval shall not be unreasonably withheld.

b. DONORS receipt of a certificate of insurance evidencing any insurance coverage reasonably required by DONORS pursuant to this Section.

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

If any toxins or contaminants are discovered, DISTRICT shall notify DONORS immediately and DONORS 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 DONORS elect not to take actions in response to such notifications, then, notwithstanding other provisions contained herein, DONORS 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 DONORS written notice prior to the commencement of any testing or inspections in, on or about the Property, and DONORS shall have the right to post Notices of Testing, and/or Notices of Non-responsibility as provided by law. All testing on the Property shall keep the Property free and clear of claims, charges and/or liens for labor and materials, and DISTRICT shall defend, indemnify and save harmless DONORS, 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.

13. DEFAULTS AND DAMAGES: Upon the breach by DONORS of any of the representations and warranties contained in this Agreement, or the default by DONORS in the performance of any other obligation of DONORS 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 DONORS, in which event DONORS 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 DONORS of the terms of this Agreement.

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

15. **NOTICES**: All notices, documents, correspondence, and communications concerning this transaction shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail duly registered or certified with postage prepaid. Notwithstanding the above, DISTRICT may also provide notices, documents, correspondence or such other communications to DONORS 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 DONORS: Mission Hill Management
 Attn: Michael MacElhenny
 P.O. Box 4218
 Santa Barbara CA 93140
 Telephone: (805) 569-9049
 e-mail: mm@macelhenny.com

IF TO DISTRICT: Santa Barbara County Flood Control
 and Water Conservation District
 Attn: Thomas D. Fayram, Deputy Public Works Director
 130 East Victoria Street Suite 200
 Santa Barbara, CA 93101
 Telephone: (805) 568-3436
 e-mail: Tfayram@cosbpw.net

With a Copy to:

County of Santa Barbara
General Services Dept./Real Property Division
Attn: Project Manager, James Cleary
1105 Santa Barbara Street, 2nd floor
Santa Barbara, CA 93101
Telephone: (805) 568-3070
e-mail: jcleary@countyofsb.org

ESCROW OFFICER: Fidelity National Title Insurance Company
 Attn: Jacinta Hoang, Escrow Officer
 3700 Street, Suite 100
 Santa Barbara CA 93105
 Telephone: (805) 879-9433
 Facsimile: (805) 879-9450
 e-mail: jacinta.hoang@fnf.com

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

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

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

19. **CONSTRUCTION:** Section headings are solely for the convenience of the parties and are not a part and shall not be used to interpret this Agreement. The singular form shall include the plural and vice-versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement.

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

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

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

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

24. **SURVIVAL:** The indemnification provisions of this Agreement shall survive termination and shall be binding on all successor in interest to the Property as provided in Section 28 below.

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

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

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

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

30. **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. DONORS represent and warrant that they are collectively the sole owners of the Property or are authorized by the DONORS of the Property to execute this Agreement, to consummate the transactions contemplated hereby, and no additional signatures are required.

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

32. **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 DONORS. The parties may agree to extend the Closing Date in order to obtain the necessary original signatures.

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IN WITNESS WHEREOF, DISTRICT and DONORS have executed this Donation 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

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

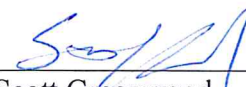
By: _____
Steve Lavagnino, Chair
Board of Directors


Date: _____

By: _____
Deputy

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

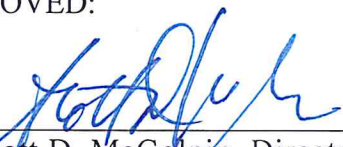
APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:  _____
Scott Greenwood
Deputy County Counsel

By:  _____
C. Edwin Price, Jr.
Deputy Auditor-Controller

APPROVED:


APPROVED AS TO FORM:
CEO/RISK MANAGEMENT

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

By:  _____
Ray Aromatorio
Risk Manager

APPROVED:


APPROVED:

By:  _____
Thomas D. Fayram, Assistant Director
PW/Flood Control & Water Conservation

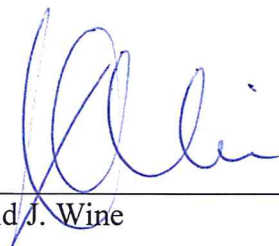
By:  _____
Skip Grey, Assistant Director
General Services-Real Property

“DONORS”

Michael P. MacElhenny and David J. Wine, as joint tenants

By: 

Michael P. MacElhenny

By: 

David J. Wine

Date: 8/26/2019

Date: 8/26/2019

Donation: 803 Park Lane West, Montecito
File #: 003921
APN: 007-050-002

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.

FIDELITY NATIONAL TITLE
INSURANCE COMPANY

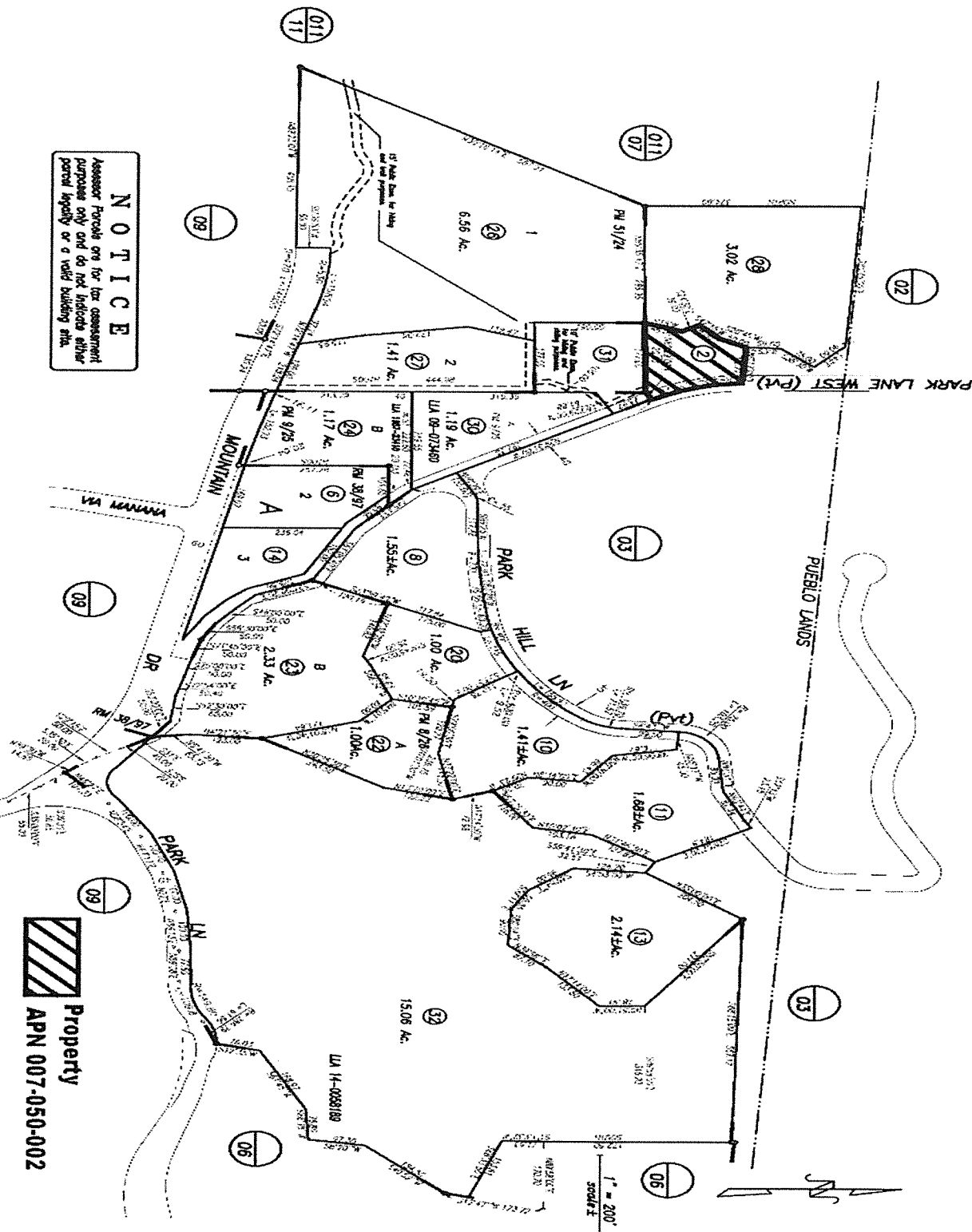
By:  _____
Jacinta Hoang, Escrow Officer

Date: 8/19/19

EXHIBIT A PROPERTY


POR. PUEBLO LANDS

007-05



NOTICE

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


Property
APN 007-050-002

Assessor's Map Bk, 007-Pg, 05
County of Santa Barbara, Calif.

06/28/1957 R.M. Bk. 38 , Pg. 97 , Tract "Oak Haven"

10/15 Rev. 7 199 00-55 & Item 32

Recording requested by
FIDELITY NATIONAL TITLE

When recorded returned to:
County of Santa Barbara
General Services Department
Real Property Division
WILL CALL
1105 Santa Barbara St. 2nd Floor
Santa Barbara CA 93101

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to Government Code § 27383
No Documentary Transfer Tax
Pursuant to Rev & Tax Code §11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE
A.P.N. 007-050-002
Real Property Division #003921


The undersigned grantor declares	
DOCUMENTARY TRANSFER TAX \$ _____	
<input type="checkbox"/>	computed on full value of property conveyed, or
<input type="checkbox"/>	computed on full value less liens and encumbrances remaining at the time of sale.
<input checked="" type="checkbox"/>	Community of Montecito an unincorporated area of Santa Barbara County

GRANT DEED

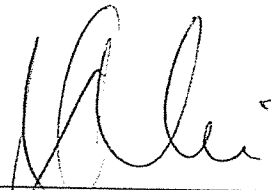
For valuable consideration, receipt of which is hereby acknowledged MICHAEL P. MacELHENNY and DAVID J. WINE, as joint tenants, as GRANTORS, hereby grant to SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special District of the County of Santa Barbara, a political subdivision of 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: 8/26, 2019

"GRANTORS"



Michael P. MacElhenny



David J. Wine

Mail Taxes Statements to: Santa Barbara County
Flood Control and Water
Conservation District
130 E. Victoria St. Suite 200
Santa Barbara CA 93101

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 SANTA BARBARA)

On 8-26-2019, before me, Jaysen Longtin, Notary Public, personally appeared Michael P. MacElhenny and David J. Wine, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entities upon behalf of which the persons acted, executed the instrument.

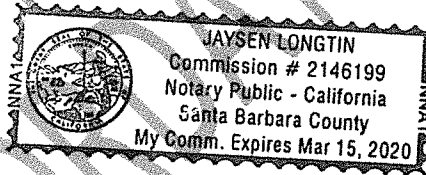
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Handwritten Signature]

(Seal)



FOR EXHIBIT PURPOSES ONLY
NOT FOR RECOMINATION

Exhibit "A"

Parcel One:

That certain Tract of Land in the County of Santa Barbara, State of California, described as follows:

Beginning at the Northwest corner of Parcel 7F7 of the Bonato Tract being a point on the centerline of a 40 foot wide shown as La Golondrina (known as Park Lane West) on map of survey filed in Book 36, Page 13 of Record of Surveys, in the Office of the County Recorder of said County, also being a point on a curve concave to the Northeast, the radial center of which bears East, 330.00 feet;

thence 1st, Southerly along the arc of said curve through a central angle of 29°31'00", an arc length of 170.00 feet;

thence 2nd, S. 60°29'00" W., 20.00 feet to a 1-1/2" survey pipe with brass cap set in the Westerly side of said road;

thence 3rd, West, leaving said road, 177.00 feet to a point in San Ysidro Creek;

thence 4th, N. 18°00'00" E., along said creek, 66.00 feet;

thence 5th, N. 24°30'00" W., continuing along said creek, 39.00 feet;

thence 6th, N. 42°15'00" E., continuing along said creek, 48.00 feet;

thence 7th, N. 26°45'00" E., continuing along said creek, 50.00 feet;

thence 8th, S. 86°17'00" E., leaving said San Ysidro Creek, 92.77 feet to the point of beginning.

Parcel Two:

A non-exclusive right of way for road and public utility purpose, for ingress and egress, over, under, upon or through a strip of land 20 feet in width, parallel with, adjacent to, and lying along the Westerly side of the above mentioned first course, being the Westerly 1/2 of said road easement (known as La Golondrina).

Parcel Three:

A non-exclusive easement or right of way for road and public utility purpose for ingress and egress over, under, upon or through a strip of land 40 feet in width to be 20 feet on each side of the following described center line:

BEGINNING at the Southeasterly end of the first course of the parcel of land first above described;

thence 1st, South 29°31' East following along the center line of said road easement (known as La Golondrina), 362.86 feet;

thence 2nd, South 45°13' East, along said center line, 127.09 feet;

thence 3rd, South 61°06'40" East, along said center line, 158.44 feet;

Exhibit "A"

-cont-

thence 4th, South 21°09'20" East, along said center line, 108.66 feet;

thence 5th, South 46°41'40" East, along said center line, 47.50 feet to a point at the Northwesterly end of a 45th course of the deed description from Frederick Ives Carpenter, Jr., et ux., to Martin Bonato, et ux., dated May 28, 1973 and recorded in Book 575, Page 19 of Official Records, from which a 1-1/2 inch survey pipe with brass cap bears South 45°18'20" West, 22.34 feet distant;

thence 6th, Southeasterly, following along the courses and distances of the said deed from Carpenter to Bonato, to the Southerly end of the 38th course thereof.

APN: 007-050-02

FOR EXHIBIT PURPOSES ONLY
NOT FOR RECORDATION

EXHIBIT C
CERTIFICATE OF ACCEPTANCE

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS. § 27281

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant Deed dated as of _____, 2019, from Michael P. MacElhenny and David J. Wine, as joint tenants, and 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 _____, 2019, 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 _____, 2019

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

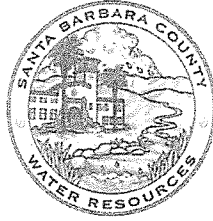
By: _____
Deputy

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Scott Greenwood,
Deputy County Counsel

EXHIBIT D

Contemporaneous Written Acknowledgment



Santa Barbara County Public Works Department
Flood Control & Water Agency

Mr. Michael MacElhenny
6703 North Hole in Wall Way
Tucson, AZ 85750

Mr. David Wine
313 W. 22nd Street, Ste 1D
New York City, NY 10011

RE: Contemporaneous Written Acknowledgment
Assessor Parcel Number 007-050-002

Dear Messrs. MacElhenny and Wine,

This letter shall serve as a contemporaneous written acknowledgment of your donation of that certain real property commonly known as 803 Park Lane West, Montecito, California and more particularly described as Santa Barbara County Assessor's Parcel Number 007-050-002 (the "Donated Property") to the Santa Barbara Flood Control and Water Conservation District, a special district of the County of Santa Barbara, a political subdivision of the State of California (the "District") on the date of this letter.

No goods or services were provided to you by the District in return for the Donated Property.

Scott D. McGolpin
Public Works Director

Naomi Schwartz Building
130 E. Victoria Street, Suite 200, Santa Barbara, California 93101
PH: 805 568-3440 FAX: 805 568-3434 www.countyofsb.org/pwd/water

Thomas D. Fayram
Deputy Public Works Director

EXHIBIT E

Department of the Treasury Internal Revenue Service Form 8283 Noncash Charitable Contributions

Form **8283**

(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

▶ Attach to your tax return if you claimed a total deduction
of over \$500 for all contributed property.

▶ Information about Form 8283 and its separate instructions is at www.irs.gov/form8283.

OMB No. 1545-0008

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Identifying number

Note. Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section **only** items (or groups of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities even if the deduction is more than \$5,000 (see instructions).

Part I Information on Donated Property—If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

Note. If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

A	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Part II Partial Interests and Restricted Use Property—Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ▶
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: (1) For this tax year ▶
(2) For any prior tax years ▶

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ▶

e Name of any person, other than the donee organization, having actual possession of the property ▶

3a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?

Yes	No

b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?

c Is there a restriction limiting the donated property for a particular use?

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 62299J

Form **8283** (Rev. 12-2014)

Name(s) shown on your income tax return

Identifying number

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities) - Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property - To be completed by the taxpayer and/or the appraiser.

- 4 Check the box that describes the type of property donated:
a Art* (contribution of \$20,000 or more)
b Qualified Conservation Contribution
c Equipment
d Art* (contribution of less than \$20,000)
e Other Real Estate
f Securities
g Collectibles**
h Intellectual Property
i Vehicles
j Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

Table with 5 main rows (A-D) and 3 main columns: (a) Description of donated property, (b) If tangible property was donated, give a brief summary of the overall physical condition, (c) Appraised fair market value. Includes sub-headers for (d) Date acquired, (e) How acquired, (f) Donor's cost, (g) For bargain sales, (h) Amount claimed as a deduction, (i) Date of contribution.

Part II Taxpayer (Donor) Statement - List each item included in Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions.

Signature of taxpayer (donor) Date

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature Title Date

Business address (including room or suite no.) City or town, state, and ZIP code Identifying number

Part IV Donee Acknowledgment - To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? Yes No

Name of charitable organization (donee) Employer identification number
Address (number, street, and room or suite no.) City or town, state, and ZIP code
Authorized signature Title Date


GOOD FAITH DISCLOSURE


Michael P. MacElhenny and David J. Wine, as the owners, hereinafter referred to as "DONORS", 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 803 Park Lane West, Montecito, California and more particularly described as Assessor's Parcel Number 007-050-002 and all improvements on said Parcel hereinafter collectively referred to as the "Property", to the best of their knowledge, make the following Good Faith Disclosures pursuant to Provision 11 of the Real Property Donation Agreement and Escrow Instructions between DONERS and 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, (the "DISTRICT").

1. The historical use of the Property has been as a single family residence up to January 9, 2018. Since that time, the Property has been vacant land with the prior existing foundation for the residence remaining.
2. To the best of DONORS' knowledge, prior to January 2018, the geologic condition of the Property was such that a single family residence could be maintained on the Property.
3. To the best of DONORS' knowledge, the biological condition prior to January 8, 2018, the Property had 18-mature oak and sycamore trees, and from, and after January 9, 2018 it was vacant land with no vegetation.
4. DONORS, to the best of their knowledge, are not aware of any archeological sites on the Property.
5. In regard to flood hazard areas, special structure zones, zoning reports, DONORS, to their knowledge, are aware of the flood down San Ysidro Creek on or about January 9, 2018 and recent changes to the FEMA Maps.
6. In regard to hazardous material and environment contamination, DONORS, to the best of their knowledge are not aware of any.

"DONORS"

Michael P. MacElhenny and David J. Wine, as joint tenants

By: 
Michael P. MacElhenny

By: 
David J. Wine

Date: 8/26/2019

Date: 8/26/2019