

**AGREEMENT FOR PURCHASE AND SALE
AND ESCROW INSTRUCTIONS**

THIS AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS ("Agreement") dated as of September 20, 2017, is entered into by and between John E. Price and Janna M. Price, Co-Trustees of the Price Living Trust ("Seller"), on the one hand, and the City of Goleta, a California municipal corporation ("Buyer"), on the other hand, upon the following terms and conditions:

1. **SALE AND PURCHASE PRICE.**

1.1 **Sale and Purchase.**

1.1.1 Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of Seller's right, title and interest in and to (a) that certain real property located in the City of Goleta, County of Santa Barbara, State of California, described as APN 071-051-011 and more particularly described on Exhibit "A" attached hereto ("Seller Real Property"), (b) all easements, privileges, permits, licenses, entitlements, and other rights appurtenant to the Seller Real Property ("Seller Appurtenances"), and (c) all buildings, fixtures, equipment, structures, parking areas, landscaping and other improvements constructed or situated on the Seller Real Property and owned by Seller ("Seller Improvements") (the Seller Real Property, Seller Appurtenances and Seller Improvements hereinafter collectively "Property"), for the price and upon all of the terms and conditions set forth herein.

1.1.2 Buyer is purchasing the Property for a public purpose, namely for a public parking lot.

1.2 **Purchase Price.** The aggregate purchase price ("Purchase Price") for the Property shall be Three Hundred Seventy Thousand Dollars (\$370,000.00), payable in cash plus or minus prorations (as herein provided). Within three (3) business days after the date of execution hereof, Buyer shall deliver to Escrow Holder (as herein defined) cash in the amount of Fifty Thousand Dollars (\$50,000.00) (the "Deposit") in the form of a cashier's check, by a wire transfer, or other form acceptable to the Escrow Holder. The Deposit shall be placed in an interest-bearing account and all interest accrued thereon shall increase and become a part of the Deposit. On the close of escrow, the Deposit shall be applied toward the cash payment of the Purchase Price. Prior to the close of escrow, the Deposit shall be fully refundable to Buyer in the event this Agreement is terminated and Buyer is the non-defaulting party. The remaining balance of the Purchase Price shall be deposited by Buyer into Escrow in the form of a cashier's check, wire transfer, or other form acceptable to the Escrow Holder, prior to the close of escrow. This is an all-cash sale and purchase and is not contingent on Buyer obtaining financing.

1.3 **No Relocation Assistance.** Seller hereby acknowledges and agrees that the purchase and sale of the Property is being made in the course of voluntary negotiations between Seller and Buyer; therefore, Buyer is not required to provide Seller with relocation assistance payments and/or benefits under state law, including but not limited to California Government Code Section 7260 *et seq.* and Section 6000 *et seq.* of Title 25 of the California Code of Regulations, and the Seller hereby waives any such assistance or benefits if applicable. Seller hereby further waives any and all claims it may have now or in the future relating to the transaction contemplated by this Agreement for compensation for loss of goodwill in connection

with the business operated by Seller on the Real Property under California Code of Civil Procedure Section 1263.510 *et seq.* or any other similar applicable law.

2. TITLE.

2.1 General. Title to the Property shall be conveyed by Grant Deed in substantially the form attached hereto as Exhibit "B" (the "Grant Deed"), and shall be evidenced by an ALTA Extended Coverage Form of Owner's Policy of Title Insurance (as provided in Paragraph 2.3 hereof and obtains a Survey (as defined below)) ("Title Policy"), issued by Fidelity National Title ("Title Company" and/or "Escrow Holder," as applicable), with aggregate liability in the full amount of the Purchase Price, insuring title to the Property as vested in Buyer, free and clear of all liens and encumbrances and other matters affecting title to the Property, except the following permitted exceptions (collectively, "Permitted Exceptions"):

2.1.1 Non-delinquent real property taxes and general and special assessments of record;

2.1.2 All exceptions listed in Schedule "B" of the Title Company Preliminary Reports: (a) dated as of _____;

2.1.3 All matters which would be revealed or disclosed in an accurate survey of the Seller Real Property; and

2.1.4 Such additional liens, encumbrances, easements, covenants, conditions and restrictions caused, created, approved or otherwise consented to by Buyer or its agents (including, without limitation, mechanics' liens).

2.2 Acts After Date of Agreement. During the period from the date of this Agreement through the close of escrow or earlier termination of this Agreement, Seller shall not voluntarily record or file for record any document or instrument which will affect the title to or use of the Property without the prior written consent of the Buyer, which consent shall not be unreasonably withheld.

2.3 ALTA Coverage. Seller shall at its sole expense provide an ALTA Extended Coverage Form Policy of Title Insurance. Seller shall, at its sole cost and expense, procure an ALTA survey of the Property (the "Survey"). Seller shall provide to Buyer, at no cost to Buyer and a copy of Seller's most recent survey of the Property. The incremental increase in cost of any endorsements that Buyer may desire or require, shall be borne solely by Buyer.

3. RIGHT OF ENTRY.

3.1 Subject to the limitations set forth in this Agreement, during the term of this Agreement, Seller hereby grants Buyer and its agents, employees, contractors and subcontractors (collectively "Representatives") the right of entry to the Property at reasonable times for the purpose of conducting soils, geotechnical, environmental and similar testing of the Property (including without limitation invasive testing) and testing for toxic or hazardous substances and other contamination; provided, however, that, notwithstanding the foregoing or anything to the contrary contained in this Agreement, Buyer shall not perform any intrusive testing, including, without limitation, any so called "Phase II" environmental assessment or boring, without (i) submitting to Seller a written proposal for such testing or investigation, which shall include, without limitation, the scope and nature of the inspections to be included in such

testing, and (ii) obtaining the prior written consent of Seller for such testing, which consent may be withheld in Seller's reasonable discretion. Buyer shall provide Seller with copies of all reports, test results, updates to surveys and other written materials obtained by Buyer in connection with its inspection and investigation of the Property promptly following Buyer's receipt thereof. All inspections and investigations of the Property by Buyer or its Representatives shall be at Buyer's sole cost and expense.

3.2 Buyer shall deliver advance written notice to the Seller of its intention to enter the Property to conduct activities pursuant to this Paragraph 3 at least seven (7) days prior to any entry onto the Property. Such notice of entry shall include the proposed dates and times of such entry, and the nature, specific location and scope of any test, investigation, or other activity upon the Property. Seller and its representatives shall have the right to accompany and observe all of Buyer's and its Representatives' activities on the Property.

3.3 All work performed by Buyer and its Representatives will be performed diligently and in a manner consistent with the standards of care, diligence and skill exercised by recognized consulting firms for similar services, and in accordance with all regulatory and good management standards and the requirements of any governmental agency or entity and all applicable laws.

3.4 Buyer and its Representatives shall promptly notify the Seller of any discovery, spill, release, or discharge of any "Hazardous Materials", as defined in Paragraph 5, on, under or about the Property which is discovered, encountered, or results from or is related to the Buyer's or its Representatives' access to and/or use of the Property under this Agreement.

3.5 Buyer and its Representatives shall remove from the Property any wastes and Hazardous Materials used in or generated by the activities of Buyer or its Representatives on the Property no later than the date of completion of their environmental investigation activities and operations on the Property.

3.6 In connection with the use of the Property by Buyer and its Representatives, Buyer shall, at its own cost and expense, take any necessary action to keep the Property, and any improvements and personalty thereon, in good order and repair and safe condition to the extent that such Property, improvements or personalty were in such condition prior to its entry, and the whole of the Property, in a clean, sanitary and orderly condition, including, without limitation, ensuring that any holes, ditches or other indentations, as well as any mounds or other inclines created by any excavation by Buyer or its Representatives are regraded, resurfaced and compacted. If any portion of the Property or an adjacent property, including improvements and fixtures, suffers damage or alteration by reason of the access and activities of Buyer or its Representatives on the Property, Buyer shall, at its own cost and expense, promptly repair all such damage and restore the Property or adjacent property to as good a condition as before such damage or alteration occurred, or if it cannot be repaired, Buyer shall replace such damaged or altered property to the extent possible.

3.7 Buyer agrees, at its sole cost and expense, to defend, protect, indemnify, and hold free and harmless each Seller and its shareholders, directors, officers, attorneys, employees, agents, and representatives, and their respective successors, and assigns (individually as "Indemnatee" and collectively, "Indemnitees"), free and harmless from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever ("Claims"), including fees of accountants, attorneys, expert witnesses, or other professionals,

and all fees and costs associated therewith, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Buyer or any of its Representatives arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to entry upon the Property pursuant to this Paragraph 3, except for that portion or percentage of a Claim against an Indemnatee based on the comparative gross negligence or willful misconduct of such Indemnatee. Buyer's obligations under this Paragraph 3.7 shall survive the Closing or earlier termination of this Agreement.

3.8 Buyer and Buyer's Representatives shall carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California (1) a policy or policies of broad-form comprehensive general liability insurance written on an occurrence basis with minimum limits of \$1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Buyer, its Representatives and their respective officers, employees, agents, and independent contractors in performance of services under this Paragraph 3; (2) property damage insurance with a minimum limit of \$1,000,000.00; (3) automotive liability insurance, with minimum combined single limits coverage of \$1,000,000.00; and (4) worker's compensation insurance as required by law. Seller shall be added as an additional insured on the policy(ies) as to comprehensive general liability, property damage, and automotive liability coverages, and such insurance shall include a waiver of subrogation. Buyer shall deliver to Seller a copy of the certificates of insurance effectuating the insurance required hereunder, or such other evidence as Seller may reasonably require, prior to Buyer's or Buyer's Representative's entry onto the Property, which certificates shall provide that such insurance shall not be terminated or modified without at least thirty (30) days' prior written notice to Seller.

4. ESCROW.

4.1 Agreement to Constitute Escrow Instructions. This Agreement shall constitute escrow instructions and a copy hereof shall be deposited with the Escrow Holder for this purpose.

4.2 Escrow Holder. The escrow shall be opened with Escrow Holder, within three (3) business days after the execution of this Agreement by Buyer and Seller by depositing an executed copy or executed counterparts of this Agreement with Escrow Holder. This document shall be considered as the escrow instructions between the parties, with such further instructions as Escrow Holder requires in order to clarify the duties and responsibilities of Escrow Holder. If Escrow Holder shall require further escrow instructions, Escrow Holder shall promptly prepare such escrow instructions on its usual form for the purchase and sale of the Property upon the terms and provisions hereof. Provided such further escrow instructions are consistent with this Agreement, they shall be promptly signed by Buyer and Seller within five (5) business days after delivery thereof to each party. The further escrow instructions shall incorporate each and every term of this Agreement and shall provide that in the event of any conflict between the terms and conditions of this Agreement and such further escrow instructions, the terms and conditions of this Agreement shall control. Escrow Holder shall not be held liable for the sufficiency or correctness as to form, execution or validity of any instruments deposited in this escrow (other than those documents prepared by Escrow Holder), or as to identity, authority or rights of any person executing the same, and Escrow Holder's duties hereunder shall be limited to the safekeeping of such money, instruments or other documents received by Escrow Holder and for the disposition or return of same in accordance with the instructions herein. The parties hereto agree jointly and severally to pay on demand, as well as to indemnify and hold Escrow Holder harmless from and against, all costs, damages,

judgments, reasonable attorneys' fees, expenses and liabilities of any kind or nature which Escrow Holder may incur or sustain in good faith in connection with or arising out of this escrow which are not due to Escrow Holder's negligence or willful misconduct.

4.3 Opening of Escrow. Escrow shall be deemed open on the date of delivery to the Escrow Holder of a fully executed copy or executed counterparts of this Agreement.

4.4 Close of Escrow. The closing hereunder (the "Closing" or the "close of escrow") shall mean the recording of the Grant Deed conveying title to the Seller Real Property from Seller to Buyer and shall be held and delivery of all items to be made at the Closing shall be made at the offices of Escrow Holder. Provided all of Seller's and Buyer's obligations to be performed on or before Closing have been performed and all the conditions to the Closing set forth in this Agreement have been satisfied or waived in writing by the party entitled to the benefit thereof, escrow shall close on October 6, 2017, or such earlier date as Buyer and Seller may mutually agree in writing. The date upon which the Closing occurs shall be referred to herein as the "Closing Date". All risk of loss or damage with respect to the Property shall pass from Seller to Buyer at the close of escrow. Possession of the Property shall be delivered to Buyer upon the close of escrow subject to the Permitted Exceptions. Notwithstanding anything in this Agreement to the contrary, and unless Buyer and Seller otherwise mutually agree upon in writing, escrow and this Agreement shall be deemed automatically terminated if the Closing has not otherwise occurred by October, 20, 2017, regardless of cause or fault.

4.5 Buyer Required to Deliver. No later than one (1) business day before the close of escrow, Buyer shall deposit into escrow the following (properly executed by Buyer and acknowledged, if applicable):

4.5.1 The balance of the Purchase Price (as set forth in Paragraph 1.2 above); and

4.5.2 All other documents contemplated by this Agreement and required by Escrow Holder to be deposited by Buyer to carry out this escrow.

4.6 Seller Required to Deliver. No later than one (1) business day before the close of escrow, Seller shall deposit into escrow the following (properly executed by the applicable Seller and acknowledged, if applicable):

4.6.1 The Grant Deed conveying the Seller Property from Seller to Buyer (the "Seller Grant Deed");

4.6.2 A non-foreign affidavit with respect to the Seller;

4.6.3 Any other documents contemplated by this Agreement or reasonably required by Escrow Holder or the Title Company to be deposited by Seller to carry out this escrow.

4.7 Recordation of Grant Deed; Delivery of Funds. Upon receipt of the funds and instruments described in this Paragraph 4, Escrow Holder shall cause the Grant Deed to be recorded in the office of the County Recorder of Los Angeles County, California. Thereafter, Escrow Holder shall deliver the proceeds of this escrow (less Seller's appropriate charges) to Seller in accordance with closing statements approved by Seller.

4.8 Prorations. All real and personal property taxes, liens and assessments shall be prorated between Buyer and Seller as of the close of escrow based on the latest available tax information. If such liens are paid through escrow, Escrow Holder shall cause the liens to be discharged and the discharge recorded prior to conveyance of fee title of the Property to Buyer. Any supplemental or escaped real estate taxes and assessments on either Property attributable to the period prior to the close of escrow shall be paid by the Seller outside of the escrow. All prorations shall be determined on the basis of a 360-day year. If any of the foregoing cannot be apportioned at the Closing because of the unavailability of the amounts which are to be apportioned, such items shall be apportioned by the parties outside escrow as soon as practicable after the Closing Date. The post-Closing covenants of the parties set forth in this Section 4.8 shall survive the Closing.

4.9 Costs of Escrow.

4.9.1 Seller shall pay:

- (a) The cost of any obligations of Seller hereunder;
- (b) The premium for the ALTA extended coverage portion of the Title Policy for each Property;
- (c) One-half (1/2) of the escrow fees; and
- (d) Any other closing costs or charges not expressly provided for herein and customarily paid by a Seller of real property in Santa Barbara County, California.

4.9.2 Buyer shall pay:

- (a) One-half (1/2) of the escrow fees;
- (b) The cost of recording the Grant Deeds, if any;
- (c) The cost of documentary transfer taxes in connection with the recordation of the Grant Deeds, if any;
- (d) The additional cost of any endorsements to the ALTA extended coverage Title Policy;
- (e) The cost of any obligations of Buyer hereunder; and
- (f) Any other closing costs or charges not expressly provided for herein and customarily paid by a Buyer of real property in Santa Barbara County, California.

4.10 Brokerage. Buyer and Seller each represent to the other that no broker or finder has been engaged in connection with the transaction contemplated by this Agreement, or to its knowledge is in any way connected with such transaction. If a claim for a broker's fee, finder's fee, commission or other similar compensation in connection herewith arises, then (a) Buyer, if such claim is based upon any agreement alleged to have been made by Buyer, hereby agrees to indemnify and hold Seller harmless from and against any and all liability, loss,

cost, damage and/or expense (including, without limitation, reasonable attorneys' fees and expenses) which such Seller may sustain or incur by reason of such claim, and (ii) Seller, if such claim is based upon any agreement alleged to have been made by Seller, hereby agrees to indemnify and hold Buyer harmless from and against any and all liability, loss, cost, damage and/or expense (including, without limitation, reasonable attorneys' fees and expenses) which Buyer may sustain or incur by reason of such claim. Buyer's and Seller's obligations under this Paragraph 4.10 shall survive the Closing or earlier termination of this Agreement.

4.11 Escrow Cancellation Charges. In the event that this escrow shall fail to close by reason of the default of either party hereunder, the defaulting party shall be liable for all escrow and title cancellation charges. In the event that the escrow shall fail to close for any other reason, each party shall pay one-half (1/2) of all escrow and title cancellation charges.

5. CLOSING CONDITIONS.

5.1 Conditions to the Close of Escrow. Escrow shall not close unless and until both parties have deposited with Escrow Holder all sums and documents required to be deposited as provided in this Agreement. The failure of a party to timely deposit any such sums and/or documents shall constitute a default by such party.

5.2 Buyer Closing Conditions. Buyer's obligation to proceed with the transaction contemplated by this Agreement is further subject to the satisfaction of all of the following conditions precedent, which are for Buyer's benefit and may be waived only by Buyer:

5.2.1 Seller shall be able to deliver possession of the Property to Buyer subject only to the Permitted Exceptions;

5.2.2 Seller shall have performed all agreements to be performed hereunder by such Seller by the Closing Date in all material respects;

5.2.3 Seller's representations, warranties and covenants set forth in this Agreement shall be true and correct as of the date of this Agreement, and continue to be true and correct as of the Closing Date, in all material respects;

5.2.4 As of the Closing Date, there shall have been no material adverse changes in the physical condition of the Property, as described in Paragraph 7 or otherwise;

5.2.5 This Agreement and the transaction contemplated hereby has been submitted to the Planning Agency of Buyer, and the Planning Agency shall have rendered a report containing the necessary findings required by California Government Code Section 65402;

5.2.6 The Title Company shall have committed to issue at the Closing the Title Policy to Buyer, with the aggregate liability in the amount of the Purchase Price showing title to the Property to be vested in Buyer, subject only to the Permitted Exceptions; and

5.2.7 Buyer's approval, in its sole and absolute discretion, not later than the date that is fifteen (15) days after the date hereof ("Contingency Date") of the results of such soils, geological, toxic waste, hazardous substance, and/or any other kind of soil or water

contamination tests and analyses as Buyer or its Representatives may, prior to the Contingency Date, perform with respect to the Property, subject to the limitations set forth herein.

5.3 Seller's Closing Conditions. Seller's obligation to proceed with the transaction contemplated by this Agreement is further subject to the satisfaction of all of the following conditions precedent, which are for each Seller's benefit and may be waived only by Seller:

5.3.1 Buyer shall have performed all obligations to be performed hereunder by Buyer by the Closing Date in all material respects; and

5.3.2 Buyer's representations, warranties and covenants set forth in this Agreement shall be true and correct as of the date of this Agreement, and continue to be true and correct as of the Closing Date, in all material respects.

5.4 Effect of Failure of Closing Conditions. Neither Buyer nor Seller shall act or fail to act for the purpose of permitting or causing any closing condition to fail. Waiver of any condition to close of escrow shall not relieve any party for liability resulting from breach of any representation, warranty, covenant or agreement under this Agreement. In the event that the conditions to close of escrow are not timely satisfied for a reason other than a default of Buyer or Seller under this Agreement:

(i) This Agreement, the escrow and the rights and obligations of Buyer and Sellers hereunder shall terminate, except as otherwise provided herein; provided, however, no such termination shall occur until (A) the party benefitted by a closing condition has had the opportunity to waive such condition within two (2) business days after the later of such party's receipt of written notice from the other party or the benefitted party's discovery that such condition will not be satisfied, and (B) the benefitted party does not elect to waive such condition; and

(ii) Escrow Holder, upon such termination, is hereby instructed to promptly return to Buyer all funds (and all interest accrued thereon) and documents deposited by Buyer in escrow and to return to Seller all funds and documents deposited by Seller in escrow and which are held by Escrow Holder on the date of the termination (less, in the case of the party otherwise entitled to such funds, however, the amount of any cancellation charges required to be paid by such party under Paragraph 4.11 above).

6. REPRESENTATIONS AND WARRANTIES.

6.1 Seller's Representations and Warranties. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Property, Seller makes the following representations and warranties, each of which is material and is being relied upon by Buyer (the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations to close hereunder and each of which shall survive the close of escrow):

6.1.1 This Agreement has been, and the documents to be executed and delivered by Seller in connection with this Agreement will be, duly and validly authorized, executed and delivered by Seller and no other action is requisite to the valid and binding execution, delivery and performance of this Agreement by Seller. The individual executing this

Agreement and the instruments and documents referenced herein on behalf of Seller has the power and authority to bind Seller to the terms and conditions thereof;

6.1.2 Other than as disclosed by Seller to Buyer, to the actual knowledge of Seller, Seller has received no written notices of any suits pending or threatened against or affecting the Property or its use, whether in law or at equity;

6.1.3 No joinder, consent, or waiver of or by any third party is necessary to permit the consummation by Seller of the transaction contemplated pursuant to this Agreement;

6.1.4 To the actual knowledge of Seller: (a) Seller has received no written notice of any outstanding environmental remediation orders or decrees issued by the federal government or the State of California regarding the Real Property, and (b) there has been no unremediated release of Hazardous Materials on the Real Property that would violate applicable Federal or California law;

6.1.5 Other than as disclosed by Seller to Buyer, to the actual knowledge of Seller, Seller has received no written notices of the existence of any outstanding violation of law or governmental regulation with respect to the Property, including any Environmental Laws, as hereinafter defined;

6.1.6 Other than as disclosed by Seller to Buyer, to the actual knowledge of Seller, Seller has received no written notices of any pending or threatened proceedings in eminent domain from any public or governmental authority which would affect the Property, or any portion thereof;

6.1.7 Seller is not a "foreign person" within the meaning of Internal Revenue Code 1445; and

6.1.8 As of the Closing Date, there shall be no leases and/or other agreements in existence affecting the Property other than the Permitted Exceptions.

The term "Hazardous Materials" shall mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product or constituent regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et seq; asbestos and asbestos-containing materials, PCBs and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq; source material, special nuclear material, by-product material and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act of 1982; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. Section 1910.1200 et seq; industrial process and pollution control wastes, whether or not hazardous within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; any substance defined as a "hazardous substance" in California Civil Code Section 2929.5(e)(2) or California Code of Civil Procedure Section 736(f)(3); and any other substance or material regulated by any Environmental Laws.

The term "Environmental Laws" shall mean and include all federal, state and local statutes, ordinances, regulations and rules in effect on or prior to the date hereof relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. Section 7401 et seq; the Clean Water Act, 33 U.S.C. Section 1251 et seq; and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act 7 U.S.C. Section 136 et seq; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. Section 1401 et seq; the National Environmental Policy Act, 42 U.S.C. Section 4321 et seq; the Noise Control Act, 42 U.S.C. Section 4901 et seq; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq; the Resource Conservation and Recovery Act 42 U.S.C. Section 6901 et seq; as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq; the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. Section 9601 et seq; as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act and the Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act 15 U.S.C. Section 2601 et seq; the Atomic Energy Act, 42 U.S.C. Section 2011 et seq; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. Section 10101 et seq; and state and local environmental statutes and ordinances, with implementing regulations and rules in effect on or prior to the date hereof.

As used in this Agreement, the terms "knowledge of Seller", "to Seller's actual knowledge" and similar phrases means to the actual present knowledge of John E. Price and Janna M. Price, without investigation or any duty to investigate, and excluding constructive knowledge.

6.2 Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property, Buyer makes the following representations and warranties, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations to close hereunder and each of which shall survive the close of escrow):

6.2.1 This Agreement has been duly and validly authorized, executed and delivered by Buyer and no other action is requisite to the valid and binding execution, delivery and performance of this Agreement by Buyer; and

6.2.2 No joinder, consent, or waiver of or by any third party is necessary to permit the consummation by Buyer of the transaction contemplated pursuant to this Agreement.

7. EMINENT DOMAIN OR TAKING; PHYSICAL DAMAGE OR DESTRUCTION.

7.1 If, prior to the close of escrow, any material portion of the Property (as reasonably determined by the Seller) is taken or if the access thereto is materially reduced or restricted by eminent domain (or becomes the subject of a pending, threatened or contemplated taking which has not been consummated, other than any such taking prosecuted by or on behalf of the Buyer), Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the option, in its sole and absolute discretion, to terminate this Agreement upon written notice to Sellers given not later than ten (10) business days after receipt of Seller's notice. If Buyer does not exercise the foregoing option to terminate this Agreement, neither party shall have the right to terminate this Agreement for this reason, but Seller shall assign and turn over to Buyer at the

close of escrow, and the Buyer shall be entitled to receive and keep, all awards for the taking by eminent domain which accrue to Seller, and the parties shall proceed to the close of escrow pursuant to the terms hereof, without modification of the terms of this Agreement and without any reduction in the Purchase Price (except as otherwise provided pursuant to Paragraph 1.2 hereof). Unless and until this Agreement is terminated in accordance with this Paragraph 7.1, Seller shall not take any action with respect to any eminent domain proceeding that affects a material portion of the Property without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed.

7.2 If, prior to the close of escrow, any material portion of the Property (as reasonably determined by Seller) is physically damaged or destroyed due to any cause, natural or otherwise, including, without limitation, (i) fire or flooding, (ii) any destructive seismic or geological conditions such as any earthquake or tremor, subsidence, or unstable subsurface conditions, or (iii) a condition arising from any discharge of Hazardous Materials or other violation of any Environmental Laws, Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the option, in its sole and absolute discretion, to terminate this Agreement upon written notice to Seller given not later than ten (10) business days after receipt of Seller's notice. If Buyer does not exercise the foregoing option to terminate this Agreement, neither party shall have the right to terminate this Agreement for this reason, but Seller shall assign and turn over at the close of escrow, and the Buyer shall be entitled to receive and keep, all insurance proceeds paid by Seller's insurer in connection with such damage or destruction, if any, and the parties shall proceed to the close of escrow pursuant to the terms hereof, without modification of the terms of this Agreement and without any reduction in the Purchase Price (except as otherwise provided pursuant to Paragraph 1.2 hereof). Unless and until this Agreement is terminated in accordance with this Paragraph 7.2, Seller shall not take any action with respect to any such damage or destruction that affects a material portion of the Property without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed.

8. INCORPORATION OF EXHIBITS. All exhibits attached hereto and referred to herein are incorporated in this Agreement as though fully set forth herein.

9. ATTORNEYS' FEES. In any action between Buyer and Seller seeking enforcement of any of the terms and provisions of this Agreement, or in connection with the Property, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, shall be entitled to recover its reasonable attorneys' fees, expenses and costs of investigation and reasonable fees of expert witnesses.

10. NOTICES. All notices, requests, demands and other communication given or required to be given hereunder shall be in writing and personally delivered, sent by first class United States registered or certified mail, postage prepaid, return receipt requested, or sent by a nationally recognized courier service such as Federal Express, duly addressed to the parties as follows:

To Buyer:

City of Goleta
130 Cremona Drive, Ste B
Goleta, California 93117
Attention: City Manager
Tel: (805) 961-7500

With a Copy To:

Jenkins & Hogin, LLP
1230 Rosecrans Avenue, Ste 110
Manhattan Beach, California 90266
Attention: Michael Jenkins
Tel: (310) 643-8448

To Sellers:

John E. Price
Janna M. Price
Co-Trustees of the Price Living Trust
P.O. Box 61106
Santa Barbara, California 93160
Attention: John E. Price
Tel: (805) 689-1001

Delivery of any notice or other communication hereunder shall be deemed made on the date of actual delivery thereof to the address of the addressee, if personally delivered, and on the date indicated in the return receipt or courier's records as the date of delivery or as the date of first attempted delivery, if sent by mail or courier service. Any party may change its address for purposes of this Paragraph 10 by giving notice to the other party and to Escrow Holder as herein provided.

11. ASSIGNMENT. Neither this Agreement nor any interest herein may be assigned by either party without the prior written consent of the other party.

12. BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns.

13. ENTIRE AGREEMENT. This Agreement, together with the exhibits attached hereto, contains all of the agreements of the parties hereto with respect to the matters contained herein, and all prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose. No provision of this Agreement may be amended, supplemented or in any way modified except by an agreement in writing signed by the parties hereto or their respective successors in interest and expressly stating that it is an amendment of this Agreement.

14. ENFORCEMENT OF AGREEMENT BY SELLER. If the sale of the Property is not consummated as a result of the Buyer's material default hereunder, then Seller may enforce its rights hereunder by an action against Buyer for damages, resulting from the material breach of this Agreement by Buyer.

15. ENFORCEMENT OF AGREEMENT BY BUYER. It is agreed that the rights granted to Buyer by Seller hereunder are of a special and unique kind and character, and that, if there is a breach by Seller of any material provision of this Agreement and the transaction contemplated hereby fails to close solely as a result of such breach, Buyer would not have any adequate remedy at law. It is expressly agreed, therefore, that subject to the limitations set forth herein, Buyer's sole remedy shall be to enforce its rights hereunder by an action for specific performance; provided, however, that (a) prior to pursuing such action, Buyer shall deposit the full amount of the Purchase Price in escrow with Escrow Holder and waive all of Buyer's closing conditions that remain unsatisfied, other than for Seller's delivery of the Grant Deed and the

documents described in Paragraph 4.6, and (b) no action in specific performance shall seek to require Seller to do any of the following: (i) change the condition of the Property or restore the same after any fire or other casualty; (ii) expend money or post a bond to remove a title encumbrance or defect or correct any matter shown on a survey of the Property; or (iii) secure any permit or approval with respect to the Property. Notwithstanding anything to the contrary contained in this Agreement, under no circumstances shall Buyer have any right to seek or collect damages, whether actual, punitive, consequential or otherwise, from Seller as a result of Seller's failure to convey the Property to Buyer. If one or more of Buyer's closing conditions remain unsatisfied on the Closing Date, Buyer shall, as its sole and exclusive remedy, either (A) waive the condition(s) and proceed to close the transaction without any reduction in the Purchase Price, or (B) provided that Buyer is not in default of its obligations under this Agreement, terminate this Agreement, in which event (I) Seller shall have no obligation to sell the Property to Buyer, (II) Seller shall instruct Escrow Holder to return the Deposit (together with the interest accrued thereon) to Buyer, and (III) this Agreement shall terminate and neither party shall have any further rights or obligations under this Agreement except for those obligations that expressly survive the termination of this Agreement.

16. HEADINGS. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

17. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

18. SURVIVAL. Any obligation of either party under this Agreement that expressly survives the Closing, and all representations and warranties of each of Buyer and Seller, shall survive such close of escrow and delivery of the Grant Deeds and shall continue to be a binding provision on the parties hereto according to its terms.

19. TIME OF THE ESSENCE. Time is of the essence of this Agreement.

20. THIRD PARTIES. Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

21. SEVERABILITY. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. ADDITIONAL DOCUMENTS. Each party hereto agrees to perform any further acts and to execute, acknowledge and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

23. "AS IS" PURCHASE; RELEASE.

23.1 "AS IS", "WHERE IS" CONDITIONS; WAIVER OF ALL WARRANTIES. BUYER HAS MADE A THOROUGH AND EXHAUSTIVE INSPECTION, INVESTIGATION, ANALYSIS, TESTING, STUDY, EVALUATION AND EXAMINATION OF EACH PROPERTY. ANYTHING UNDER APPLICABLE LAWS OR IN THIS AGREEMENT TO THE CONTRARY

NOTWITHSTANDING, THE SALE AND CONVEYANCE OF THE PROPERTY PURSUANT HERETO IS MADE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS AS OF THE CLOSING DATE. BUYER EXPLICITLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING, BUYER IS ACQUIRING, THE PROPERTY IN ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS AS OF THE CLOSING DATE, WITH NO RIGHT OF SET-OFF OR REDUCTION IN THE PURCHASE PRICE, AND EXCEPT AS EXPRESSLY PROVIDED IN PARAGRAPH 6.1 ABOVE, SUCH SALE SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTY OF INCOME POTENTIAL, OPERATING EXPRESS, USES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSES, AND SELLER DISCLAIMS AND RENOUNCES ANY SUCH REPRESENTATIONS OR WARRANTIES, INCLUDING WITHOUT LIMITATION, WITH RESPECT TO THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE SELLER REAL PROPERTY, THE SELLER REAL PROPERTY OR ON THE ADJOINING OR NEIGHBORING PROPERTY. Without limiting the foregoing, no implied warranties as to the condition, suitability, fitness, merchantability, marketability, habitability, good or fair condition or repair, good workmanlike construction, quality or quantity of the Property are created or intended to be created by Seller or by this Agreement or are anticipated, expected or relied upon by Buyer, other than those expressly set forth in Paragraph 6.1 above, if at all. Buyer explicitly waives any and all rights under and releases Seller from any and all duties in connection with any warranties of whatsoever kind or nature including as aforescribed, which may arise independent of this agreement as a matter of law. The only warranties made by Seller with respect to either Property are those that are expressly set forth in Paragraph 6.1 of this Agreement, which warranties shall survive and remain in force and effect only for so long as is elsewhere provided in this Agreement, but in no event in excess of one year. Further, Seller makes no warranties as to the ability of Buyer to occupy or operate the Property. Buyer acknowledges, understands and comprehends the effect of this Paragraph and explicitly agrees to the provisions of this Paragraph knowingly and with advice of legal counsel.

24. IRREVOCABLE OFFER BY SELLER. Seller's execution and delivery to Buyer of this Agreement shall constitute an offer to sell the applicable Property pursuant to the terms stated herein, which offer shall be irrevocable by Seller, provided that Buyer accepts such offer by executing and returning to Seller a counterpart of this Agreement on or before September 22, 2017. Seller understands and agrees that Buyer is a governmental entity which must schedule and hold one or more meetings of its governing body in order to authorize Buyer's acceptance of this offer and that Buyer is relying on the irrevocability of this offer in processing it for consideration by the City Council of the City of Goleta. Seller further acknowledges and agrees that this Agreement is tendered under the provisions of California Evidence Code Section 1152, and in the event this Agreement is not fully executed by the parties hereto, or is terminated for any reason whatsoever, this Agreement shall not be admissible to prove Buyer's liability in inverse condemnation, for precondemnation damages or otherwise, and may not be used as an admission of value in any eminent domain or other proceeding.

25. LIMITATION OF LIABILITY. Notwithstanding anything to the contrary contained in this Agreement: (a) the direct and indirect shareholders, partners, members, trustees, officers, directors, employees, agents and security holders of each Seller are not assuming any, and shall have no, personal liability for any obligations of either Seller under this Agreement, (b) in no event shall either Seller be liable for any consequential, punitive or exemplary damages, (c) in connection with any action alleging a breach of any warranty of title in the Property, Buyer agrees that it shall in good faith pursue the Title Company under its title policy(ies) with respect to any claim relating to the warranty of title under the Grant Deeds prior

to bringing an action against the applicable Seller, (d) Buyer shall not have the right to exercise its remedies under this Agreement for a Seller default unless Buyer has provided written notice to such defaulting Seller specifying in reasonable detail the nature of the Seller default, and such Seller has not cured the same within ten (10) days after such Seller's receipt of such notice (the "Cure Period"), in which case the Closing shall be postponed until the date which is two (2) business days after the expiration of the Cure Period, and (e) if, prior to the Closing, Buyer has actual knowledge of any inaccuracy or breach of any representation, warranty or pre-closing covenant of a Seller contained in this Agreement (each, a "Buyer-Waived Breach") and Buyer nonetheless proceeds with and consummates the Closing, then the Buyer shall be deemed to have waived and forever renounced any right to assert a claim or seek indemnification under this Agreement for, or any other claim or cause of action under this Agreement on account of any such Buyer-Waived Breach. If the Closing of the transactions under this Agreement shall have occurred, neither Seller shall have any liability to Buyer (and Buyer shall make no claim against either Seller) for a breach of any representation or warranty or any other covenant, agreement or obligation of either Seller, or for indemnification, under this Agreement or any document executed by either Seller in connection with this Agreement, unless (A) the valid claims for all such breaches and indemnifications collectively aggregate to more than Ten Thousand Dollars (\$10,000.00) (in which case Buyer shall be entitled to recover from the applicable Seller all amounts below such "floor"), and (B) the liability of Sellers, collectively, under this Agreement and such documents shall not exceed, in the aggregate, Fifty Thousand Dollars (\$50,000.00).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

“SELLER”

**JOHN E. PRICE
JANNA M. PRICE**
Co-Trustees of the
Price Living Trust

By: _____
Name: _____
Title: _____

“BUYER”

CITY OF GOLETA,
a municipal corporation

By: _____
Michelle Greene, City Manager

Attest:

Deborah S. Lopez, City Clerk

APPROVED AS TO FORM:

JENKINS & HOGIN, LLP

By: _____
Michael Jenkins, Interim City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SELLER PROPERTY

The land referred to in this Report is situated in the County of Santa Barbara, City of Goleta, State of California, and is described as follows:

COMMENCING AT A POINT WHICH BEARS SOUTH 85° 32' EAST 440.91 FEET FROM POST NO. 28 OF THE PARTITION SURVEY OF SAID RANCHO LA GOLETA, SAID POINT BEING SOUTH 85° 32' EAST 146.01 FEET FROM THE SOUTHEAST CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED TO JAMES SMITH, ET UX., DATED MAY 22, 1925 AND RECORDED IN BOOK 68 OF OFFICIAL RECORDS AT PAGE 137, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 4° 26' EAST 177.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 4° 26' EAST 50 FEET TO A FOUND 3/4 INCH PIPE; THENCE NORTH 85° 34' WEST 134.05 FEET TO THE WEST LINE OF THE TRACT OF LAND DESCRIBED IN THE DEED TO FRANK E. DOW, ET UX., DATED MARCH 25, 1927 AND RECORDED IN BOOK 119 AT PAGE 207 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 0° 06' EAST ALONG THE WEST LINE OF THE SAID DOW TRACT 50.16 FEET TO A FOUND 1/2 INCH PIPE; THENCE SOUTH 85° 34' EAST 130.09 FEET TO THE POINT OF BEGINNING.

APN: 071-051-011

EXHIBIT "B"

FORM OF GRANT DEED

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO,
AND MAIL TAX STATEMENT TO:

City of Goleta
130 Cremona Drive Suite B
Goleta, CA 93117
Attn: City Clerk

(Above Space For Recorder's Use Only)

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES:

DOCUMENTARY TRANSFER TAX is \$ _____; CITY TAX is \$ _____.

- ☒ computed on full value of property conveyed, or
☐ computed on full value of items or encumbrances remaining at time of sale,
☐ Unincorporated area ☒ City of _____, County of _____, _____

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, _____, a _____, hereby GRANTS to _____, a _____, the following described real property located in the County of _____, State of _____:

See Exhibit A which is attached hereto and incorporated by reference herein.

The property is conveyed subject to:

- A. All liens, encumbrances, easements, covenants, conditions and restrictions, whether on- or off-record;
- B. All matters which would be revealed or disclosed in an accurate survey of the property;
- C. Liens for taxes on real property not yet delinquent, and liens for any general and special assessments of record against the property not yet delinquent; and

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

D. Tenants and other parties in possession under recorded or unrecorded leases or occupancy agreements.

Date: _____, 201__

[[NAME IN BOLD, ALL CAPS]],
a _____

By: _____

Name: _____

Title: _____

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, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 _____

Exhibit A to Grant Deed
Legal Description of the Land

EXHIBIT "C"

PRELIMINARY TITLE REPORT FOR SELLER PROPERTY

[Attached hereto]

