

REAL PROPERTY FOR SALE: INVITATION TO BID

The Housing Authority of the City of Santa Barbara (the "Authority") is soliciting sealed bids in the form of cash offers for the purchase of a portion of Assessor's Parcel Number 037-222-032 (304 Rancheria Street) in Santa Barbara, California. This entire parcel is currently owned by the Santa Barbara Affordable Housing Group, an affiliate of the Authority. The portion of the property that is being offered for sale (the "Subject Land") is a narrow strip of land roughly 14 feet wide and 175 feet long that is accessed from Gutierrez Street and is represented by the yellow highlighted area on the attached parcel map as Exhibit A. It is located between two residential properties, one at 515 West Gutierrez Street and the other at 523 West Gutierrez Street. The Subject Land has not been used as part of the residential apartment complex currently existing on the larger parcel. The Authority intends to completely redevelop the main portion of the parcel and has determined that it has no need for the Subject Land, hence the decision to sell it.

All bidders are instructed to place the documents required to accompany all bids i.e. Bid Form (Exhibit B) and Non-Collusive Affidavit (Exhibit C) in a sealed envelope which shall be clearly labeled with the words "Real Property Bid Documents," and show the project identification ("Monteria Village Land Strip"), name of bidder, and date and time of opening.

The Authority will receive sealed bids for the Subject Land until 3:00 PM on the 27th day of September, 2023 at the Housing Authority's Property and Development office located at 702 Laguna Street, Santa Barbara, at which time and place all bids will be publicly opened and read aloud. Only full cash offers will be considered. The winning bidder will be required to sign the attached Purchase and Sale Agreement (Exhibit D) without any changes or amendments and pay the good faith deposit equal to 3% of the purchase price within three (3) days of being notified of their winning status. If the winning bidder fails to do so within this timeframe, the Authority has the right to disqualify the winning bidder and move on to the next highest bidder. In the event of a tie for winning bidder status, all bidders that are so tied will be subject to another round of bidding until there is a clear front runner.

Potential bidders are placed on notice that – while the Authority intends to move in as expedited a manner as possible - the lot split/lot adjustment process and the necessary approvals required from both the City of Santa Barbara and the U.S. Department of Housing and Urban Development mean that the Authority does not control the timing of the proposed sale. The winning bidder should acknowledge this complexity and will agree to cooperate in this process and take the time necessary for completion of the transaction.

The Authority reserves the right to postpone, accept or reject any and all bids as the Authority deems in its own best interest, subject to the terms and provisions of the contract documents. For any additional information, please contact Dale Aazam at the Housing Authority at daazam@hacsb.org or (805) 897-1064.

Exhibit A

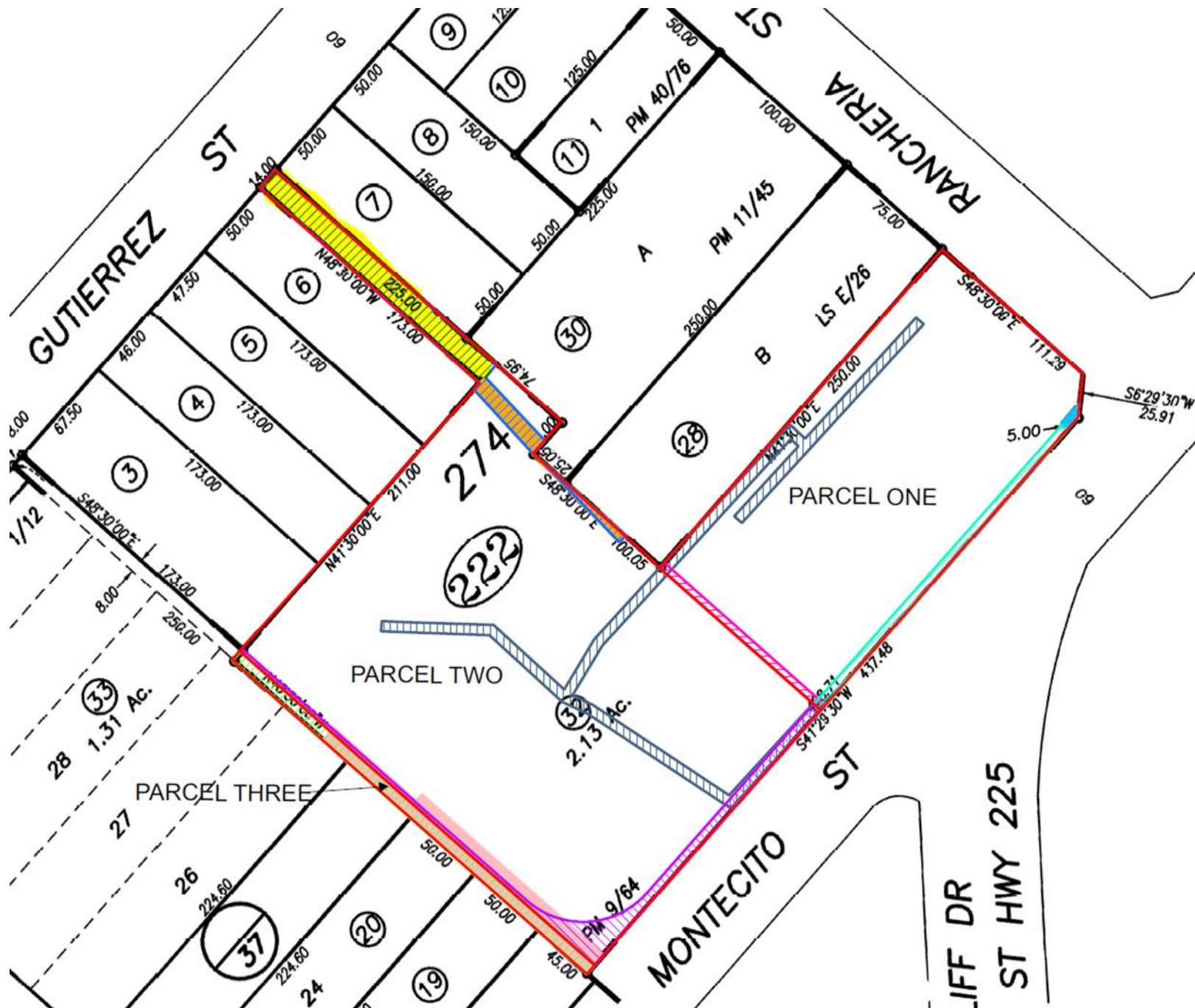


EXHIBIT B

BID FORM

To: HOUSING AUTHORITY OF THE CITY OF SANTA BARBARA

1. The undersigned, having familiarized themselves with the real property that is being sold (the "Subject Land") hereby proposes to purchase the Subject Land through a cash offer for the sum of:

_____ Dollars (\$_____).

2. In submitting this bid, it is understood that the right is reserved by the Housing Authority to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed, faxed, or delivered to the undersigned within 60 days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a Purchase and Sale Agreement in the prescribed form within three (3) days.

3. A Good Faith deposit in the amount of three (3) percent of the purchase price for the Subject Land Security in the sum of _____ Dollars (\$_____), in the form of a cashier's check shall also be submitted within three (3) days of written notice of acceptance.

4. Attached hereto is an affidavit in proof that the undersigned had not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

Date: _____, 2023

Firm Name and Address:

By: _____

Title: _____

Exhibit C

NON-COLLUSIVE AFFIDAVIT

_____, being first duly sworn, deposes and says:

That (s)he is _____ the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder or to fix any overhead profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of the City of Santa Barbara, or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

Signature of:

Bidder

this _____ day of _____, 2023_

**PURCHASE AND SALE AGREEMENT
WITH ESCROW INSTRUCTIONS**

This Purchase and Sale Agreement and Escrow Instructions (“Agreement”) is made and entered into on this ____ day of _____, 2023, by and between SANTA BARBARA AFFORDABLE HOUSING GROUP, a California non-profit public benefit corporation (“Seller”) and _____ (“Buyer”).

Recitals

A. Seller is the owner of certain real property located in the City of Santa Barbara, California as more particularly described in Exhibit A attached hereto (the “Seller’s Property”).

B. Buyer is the owner of certain real property located in the City of Santa Barbara, California as more particularly described in Exhibit B attached hereto (the “Buyer’s Property”).

C. Buyer desires to purchase a portion of Seller’s Property as more particularly depicted in Exhibit C attached hereto (“Property”) and Seller desires to sell the Property on the terms and conditions in this Agreement.

For good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

Section 1 Purchase and Sale

Seller agrees to sell and Buyer agrees to purchase the Property subject to the terms and conditions in this Agreement.

Section 2 Purchase Price

(a) The purchase price for the Property will be _____ (\$_____) (“Purchase Price”).

(b) Within three (3) business days following the execution of this Agreement by Buyer and Seller, Buyer shall deposit with Escrow Agent the sum of _____ (\$_____) (the “Deposit”).

(c) On or before the Closing Date, Buyer will deposit with Escrow Agent the balance of the Purchase Price plus Buyer’s share of Closing Costs as specified in this Agreement.

(d) Seller and Buyer further agree as follows:

- (i) Deposition of Deposit Upon Closing. If the Closing occurs as provided herein, then the Deposit shall be applied to the Purchase Price.
- (ii) Termination – Buyer’s Breach. If this Agreement is terminated due to a material breach by Buyer of its obligations under this Agreement, then the Deposit shall constitute liquidated damages as provided in Section 13 below.
- (iii) Termination – Other. If this Agreement is terminated due to a material breach by Seller of its obligations under this Agreement, or due to the failure of an express condition to Buyer’s obligation to purchase the Property hereunder, or if this Agreement is terminated in any other manner pursuant to which Buyer is entitled to a return of the Deposit pursuant to the terms hereof, then the Deposit shall be promptly returned to Buyer.

Section 3 Escrow

By this Agreement, Buyer and Seller establish an escrow (“Escrow”) with First American Title Company, 3780 State Street, Suite C, Santa Barbara, California, 93105 (“Escrow Agent”), subject to the provisions of the standard conditions for acceptance of escrow and the terms and conditions in this Agreement, with a signed counterpart of this document to be delivered as escrow instructions to Escrow Agent. In the event of any conflict between the terms of this Agreement and the standard conditions for acceptance of escrow, the terms of this Agreement will control.

Section 4 Feasibility Period

(a) During the period commencing on the execution of this Agreement and terminating 30 days thereafter (“Feasibility Period”), Buyer may undertake at Buyer’s expense an inspection of the Property; a review of the physical condition of the Property, including but not limited to, inspection and examination of soils, environmental factors, Hazardous Substances, if any, and archeological information relating to the Property ; and a review and investigation of the effect of any zoning, maps, permits, reports, engineering data, regulations, ordinances, and laws affecting the Property.

(b) If Buyer disapproves of the results of the inspection and review, Buyer may elect, prior to the last day of the Feasibility Period, to terminate this Agreement by giving Seller written notification prior to the last day of the Feasibility Period, and, provided Seller is not then in breach of this Agreement. If Buyer fails to properly notify Seller of the intent to terminate this Agreement, Buyer will be deemed to be satisfied with the results of the inspection and will be deemed to have waived the right to terminate this Agreement pursuant to this provision.

Section 5 Conditions to Seller's Performance

Seller's obligation to perform under this Agreement is subject to Buyer's performance of all of the obligations which Buyer is required to perform pursuant to this Agreement.

Section 6 Access

(a) Access to the Property during the Feasibility Period will be given to Buyer, their agents, employees, or contractors during normal business hours upon at least one (1) business day's notice to Seller, at Buyer's own cost and risk, for any purposes, including, but not limited to, inspecting the Property, taking samples of the soil, and conducting an environmental audit (including an investigation of past and current uses of the Property). Buyer will indemnify and defend Seller against and hold Seller harmless from all losses, costs, damages, liabilities, and expenses, including, without limitation, reasonable attorneys' fees arising out of Buyer's entry onto the Property or any activity thereon by Buyer or their agents, employees, or contractors prior to the Close of Escrow except to the extent any such losses, costs, damages, liabilities, and expenses arise out of the negligence or willful acts of Seller. Any entry onto the Property by Buyer or their agents, employees, or contractors will be at reasonable times. The provisions of this Section will survive the Close of Escrow.

(b) In addition to the provisions of Section 6(a), Buyer and their agents, employees, or contractors will have the right, from the date of this Agreement until the Closing Date, to contact any federal, state, or local governmental authority or agency to investigate any matters relating to the Property. Seller agrees to cooperate reasonably with Buyer and their agents, employees, or contractors in the inspection of the Property and agrees to deliver to Buyer all information in Seller's possession or control pertaining to the condition of the Property, including engineering and environmental reports, studies, tests, monitoring results, and related documentation.

Section 7 Lot Line Adjustment

The purchase of the Property is expressly conditioned upon Seller obtaining a lot line adjustment adjusting the property line between Buyer's Property and Seller's Property to accomplish the transfer of the Property from Seller to Buyer. Seller, at Seller's sole cost and expense, will apply for and process a lot line adjustment to accomplish the transfer of the Property from Seller's Property to Buyer's Property. Buyer agrees to sign such applications and other documents as are necessary to assist in such processing so long as Buyer incurs no expense or liability in connection therewith. Any conditions of approval of the lot line adjustment imposed by reviewing governmental agencies should be subject to the express written approval of both Seller and Buyer and that approval cannot be withheld unreasonably.

Section 8 Title

Immediately following the execution of this Agreement by both parties, Buyer will cause Escrow Agent to issue to Buyer (with a copy to Seller) a preliminary report for a CLTA Owner's Policy for the Property, setting forth all liens, encumbrances, easements, restrictions, conditions,

pending litigation, judgments, administrative proceedings, and other matters affecting Seller's title to the Property ("Preliminary Report"), together with copies of all documents relating to title exceptions referred to in the Preliminary Report.

Section 9 Close of Escrow

(a) Title. Simultaneously with the Close of Escrow, Escrow Agent will issue:

(i) A CLTA Owner's Policy of Title Insurance ("Title Policy") in the amount of the Purchase Price, subject only to the following matters:

(A) A lien for real property taxes, bonds, and assessments not then due; and

(B) Exception Approved by Buyer in their absolute discretion.

(b) Seller's Deposits into Escrow. Seller will deposit with Escrow Agent on or prior to the Close of Escrow the following:

(i) Seller's share of the Closing Costs as specified herein.

(ii) A grant deed executed and acknowledged by Seller conveying to Buyer good and marketable fee simple title to the Property, subject only to the Approved Exceptions ("Deed");

(iii) Seller's affidavit of nonforeign status as contemplated by Section 1445 of the Internal Revenue Code of 1986, as amended ("FIRPTA Affidavit"); and

(iv) Seller's affidavit as contemplated by the Revenue and Taxation Code §§ 18805 and 26131 ("Withholding Affidavit").

(v) Any other documents necessary to complete the transfer of the Property from Seller to Buyer.

(c) Closing Date. For purposes of this Agreement, the "Closing Date" will be defined as the date that the Deed and any other instrument reasonably required to convey title to the Property and complete the Lot Line Adjustment are recorded in the Official Records of the County of Santa Barbara. Unless extended by mutual consent of Buyer and Seller, which consent may not be unreasonably withheld, the Close of Escrow will occur on or before ninety (90) days after final approval of all relevant government agencies for the contemplated lot line adjustment. The Closing Date will occur simultaneously with the recordation of the Lot Line Adjustment at which time the Property will become part of Buyer's Property.

(d) On the Closing Date, Escrow Agent will close Escrow as follows:

(i) Record the Deed (marked for return to Buyer) with the Santa Barbara County Recorder (which will be deemed delivery to Buyer);

(ii) Issue the Title Policy;

(iii) Appropriately assess taxes, assessments, rents, and other charges as provided in Section 9 (f);

(iv) Disburse to Seller the Purchase Price;

(v) Charge Buyer for those costs and expenses to be paid by Buyer pursuant to this Agreement and disburse any net funds remaining after the preceding disbursements to Buyer;

(vi) Prepare and deliver to both Buyer and Seller one signed copy of Escrow Agent's closing statement showing all receipts and disbursements of the Escrow;

(vii) Deliver to Buyer the FIRPTA Affidavit and the Withholding Affidavit.

(e) If Escrow Agent is unable to simultaneously perform all of the instructions set forth above, Escrow Agent will notify Buyer and Seller and retain all funds and documents pending receipt of further instructions jointly issued by Buyer and Seller.

(f) Closing Costs. Seller and Buyer agree to equally split the following costs at the Close of Escrow:

- (i) all governmental conveyancing fees and taxes due upon transfer of the Property;
- (ii) all charges in connection with issuance of a CLTA Standard Policy of Title Insurance in the amount of the Purchase Price;
- (iii) all charges in connection with any survey;
- (iv) escrow fee charged by Escrow Agent; and
- (v) all recording charges in connection with the recordation of any documents.

(g) Real Estate Taxes, Bonds and Assessments. Real property taxes will be prorated at the Close of Escrow based on the most current real property tax bill available, including any additional property taxes that may be assessed after the Close of Escrow but that relate to a period prior to the Close of Escrow, regardless of when notice of those taxes is received or who receives the notice. All currently due installments of any bond or assessment that constitutes a lien on the Property at the Close of Escrow will be paid by Seller.

(h) Possession. Possession of the Property will be delivered to Buyer at the Close of Escrow.

Section 10 Damage and Destruction of Property

(a) If any portion of the Property is damaged by earthquake, mudslide, fire, release of or exposure to any Hazardous Substances, or any other casualty (other than any damage caused by Buyer or its employees, agents, or contractors) prior to the Close of Escrow, such that the cost of fully repairing and correcting such damage is less than five-thousand dollars (\$5,000), Buyer and Seller will consummate this Agreement.

(b) If any portion of the Property is damaged by earthquake, mudslide, fire, release of or exposure to any Hazardous Substances, or any other casualty (other than any damage caused by Buyer or its employees, agents, or contractors), prior to the Close of Escrow, such that the cost of fully repairing or correcting such damage exceeds five-thousand dollars (\$5,000), Buyer may elect to terminate this Agreement upon written notice to Seller, in which event neither party will have any further obligations under this Agreement except as otherwise provided in this Agreement.

Section 11 Seller's Representations and Warranties

(a) Seller represents and warrants to Buyer that as of the date of this Agreement and as of the Close of Escrow Seller is not aware of the existence of any of the following:

(i) any past or present violation of any environmental laws regarding the Property;

(ii) buried or partially buried storage tanks located on the Property;

(iii) notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are or have been in violation of any environmental law, or informing Seller that the Property is subject to investigation or inquiry regarding hazardous substances on the Property or the potential violation of any Environmental Law;

(iv) any monitoring program required by the Environmental Protection Agency or any similar state or local agency concerning the Property;

(v) any condition on the Property that violates any health, safety, fire, environmental, sewage, building, or other federal, state, or local law, code, ordinance, or regulation.

(b) Seller represents and warrants to Buyer that as of the date of this Agreement and as of the Close of Escrow:

(i) Leases. No leases, licenses, or other agreements allowing any third party rights to use the Property are or will be in force;

- (ii) Litigation. There is no pending or threatened litigation, administrative proceeding, or other legal or governmental action with respect to the Property;
- (iii) Disclosure. Any information that Seller has delivered to Buyer, either directly or through Seller's agents, is accurate and Seller has disclosed all material facts concerning the operation, development, or condition of the Property.

Seller will promptly notify Buyer of any facts that would cause any of the representations contained in this Agreement to be untrue as of the Close of Escrow.

Sections 12 Seller's Covenants

Commencing with the full execution of this Agreement by both Parties and until the Close of Escrow:

- (a) Seller will not permit any liens, encumbrances, or easements to be placed on the Property, other than the Approved Exceptions, nor will Seller enter into any agreement regarding the sale, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on Buyer or the Property after the Close of Escrow without the prior written consent of Buyer.
- (b) Seller will not permit any act of waste or act that would tend to diminish the value of the Property for any reason, except that caused by ordinary wear and tear.

Section 13 Liquidated Damages

(a) Buyer's Default. IN THE EVENT OF THE FAILURE OF THE TRANSACTION WHICH IS THE SUBJECT OF THIS AGREEMENT TO CLOSE ESCROW AS A RESULT OF BUYER'S BREACH OF THIS AGREEMENT, THEN SELLER SHALL BE RELEASED FROM SELLER'S OBLIGATIONS TO SELL THE PROPERTY TO BUYER; HOWEVER, BY PLACING THEIR INITIALS BELOW, BUYER AND SELLER AGREE THAT THE ENTIRE AMOUNT OF BUYER'S DEPOSIT HEREUNDER SHALL CONSTITUTE LIQUIDATED DAMAGES TO SELLER FOR ANY SUCH BREACH BY BUYER AS SELLER'S SOLE AND EXCLUSIVE REMEDY. BUYER AND SELLER AGREE THAT SAID AMOUNT IS A REASONABLE AMOUNT FOR LIQUIDATED DAMAGES FOR SUCH A BREACH UNDER THE CIRCUMSTANCES EXISTING AT THE TIME THIS AGREEMENT IS ENTERED INTO AND CONSTITUTES A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER. BUYER AND SELLER AGREE THAT PREDICTING WHAT MONETARY DAMAGES SELLER WOULD SUFFER IN SUCH AN EVENT IS IMPOSSIBLE OR IMPRACTICABLE. SUCH LIQUIDATED DAMAGES ARE NOT A PENALTY BUT RATHER A LIMITATION OF THE MONETARY DAMAGES FOR WHICH BUYER MIGHT BE LIABLE HEREUNDER. FORTHWITH UPON ANY SUCH BREACH BY BUYER, BUYER SHALL EITHER (1) PAY SUCH SUM TO SELLER, OR (2) INSTRUCT ESCROW TO DELIVER SUCH SUM TO SELLER FROM ANY DEPOSITS DELIVERED TO ESCROW BY BUYER; HOWEVER, IF ANY DEPOSITS HAVE PREVIOUSLY BEEN RELEASED

BY ESCROW TO SELLER, THE AMOUNT RELEASED TO SELLER SHALL BE RETAINED BY SELLER AND CREDITED AGAINST THE AMOUNT OF LIQUIDATED DAMAGES OWED BY BUYER. IN CONSIDERATION OF THE PAYMENT OF LIQUIDATED DAMAGES, SELLER HEREBY WAIVES ALL OTHER CLAIMS FOR DAMAGES OR RELIEF AT LAW OR IN EQUITY, INCLUDING ANY RIGHT TO SPECIFIC PERFORMANCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS PARAGRAPH, IF BUYER BRINGS AN ACTION ("BUYER'S ACTION") AGAINST SELLERS FOR AN ALLEGED BREACH OR DEFAULT BY SELLER OF SELLER'S OBLIGATIONS UNDER THIS AGREEMENT, AND, IN CONNECTION WITH BUYER'S ACTION, BUYER RECORDS A LIS PENDENS, SELLER SHALL NOT BE RESTRICTED BY THE PROVISIONS OF THIS PARAGRAPH FROM SEEKING EXPUNGEMENT OR RELIEF FROM THAT LIS PENDENS AND RECOVERING DAMAGES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES) TO WHICH SELLER IS OTHERWISE ENTITLED UNDER APPLICABLE LAW, AND THE AMOUNT OF ANY SUCH DAMAGES AWARDED TO SELLERS SHALL BE IN ADDITION TO THE LIQUIDATED DAMAGES SET FORTH HEREIN.

Initials of Seller

Initials of Buyer

(b) Seller's Default. IF THE CLOSING FAILS TO OCCUR ON THE CLOSING DATE BECAUSE OF SELLER'S DEFAULT OR BREACH, BUYER MAY ELECT, AS ITS SOLE AND EXCLUSIVE REMEDY, EITHER TO (I) TERMINATE THIS AGREEMENT AND RECEIVE A RETURN OF THE DEPOSIT (OTHER THAN THE NONREFUNDABLE PORTION) TOGETHER WITH ANY INTEREST EARNED THEREON, AS WELL AS REIMBURSEMENT FOR ITS ACTUAL OUT-OF-POCKETS COSTS INCURRED IN CONNECTION WITH THIS AGREEMENT AND ITS POTENTIAL ACQUISITION OF THE PROPERTY, NOT TO EXCEED THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00), WHICH LIMIT SHALL NOT APPLY TO THE COSTS OF COLLECTION OR ENFORCEMENT, OR (II) COMMENCE, WITHIN 60 DAYS FOLLOWING BUYER'S RECEIPT OF WRITTEN NOTICE OF SUCH BREACH, AN ACTION FOR SPECIFIC PERFORMANCE. IF BUYER DOES NOT TIMELY MAKE AN ELECTION, OR IF BUYER DOES NOT COMMENCE AN ACTION FOR SPECIFIC PERFORMANCE WITHIN SUCH 60-DAY PERIOD, THEN BUYER SHALL BE CONCLUSIVELY DEEMED TO HAVE ELECTED TO PROCEED UNDER CLAUSE "(I)", IN THE PRECEDING SENTENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT BY SELLER UNDER THIS AGREEMENT WHICH OCCURS OR IS DISCOVERED FOLLOWING THE CLOSING, BUYER SHALL HAVE ALL RIGHTS AND REMEDIES AVAILABLE AT LAW OR IN EQUITY, SUBJECT TO THIS AGREEMENT.

Section 14 Brokers

Each party warrants and represents to the other that no brokers have been retained or consulted in connection with this transaction. Each party agrees to defend, indemnify, and hold harmless the other party from any claims, expenses, costs, or liabilities arising in connection with a breach of that party's representations, warranties, or covenants under this Section.

Section 15 Assignment

Buyer will not have the right to assign its rights and liabilities under this Agreement without Seller's consent.

Section 16 Attorneys' Fees

If litigation is commenced between the parties, the Prevailing Party in that litigation will be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs. "Prevailing Party" will include without limitation a party who dismisses an action in exchange for sums allegedly due; the party who receives performance from the other party for an alleged breach of contract or a desired remedy where the performance is substantially equal to the relief sought in an action; or the party determined to be the prevailing party by a court of law.

Section 17 Notices

All notices permitted or required by this Agreement shall be in writing, and shall be deemed to have been delivered and received (a) when personally delivered, (b) on the third (3rd) business day after the date on which deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, (c) on the date on which transmitted by facsimile or email or other electronic means producing a tangible receipt evidencing a successful transmission, or (d) on the next business day after the date on which deposited with a nationally-recognized private courier (*e.g.*, FedEx, UPS, DHL, *etc.*) for overnight delivery, addressed to the party for whom intended at the street address, facsimile number, or email address set forth below for such Party, or such other street address, facsimile number, or email address, notice of which is given in a manner permitted by this Section:

If to Seller: SANTA BARBARA AFFORDABLE HOUSING GROUP
Attn: Rob Fredericks, CEO
808 Laguna Street
Santa Barbara, CA 93101
Email: rfredericks@hacsb.org

With a copy to: Mark Manion
Price, Postel & Parma LLP
200 East Carrillo Street, Suite 400
Santa Barbara, California 93101
Facsimile No.: (805) 965-3978
Email: msm@ppplaw.com

If to Buyer:

With a copy to:

or to such other address as Buyer or Seller may respectively designate by written notice to the other.

Section 18 Entire Agreement

This Agreement and the documents referenced herein contain the entire agreement between the parties to this Agreement and will not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

Section 19 Severability

If any term or provision of this Agreement will, to any extent, be held invalid or unenforceable, the remainder of this Agreement will not be affected.

Section 20 Waivers

A waiver or breach of covenant or provision in this Agreement will not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver will be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act will not be deemed an extension of the time for performance of any other obligation or act.

Section 21 Construction

The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. The singular form will include plural, and vice versa. This Agreement will 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. All exhibits referred to in this Agreement are attached to it and incorporated in it by this reference.

Section 22 Merger

All of the terms, provisions, representations, warranties, and covenants of the parties under this Agreement will survive the Close of Escrow and will not be merged in the Deed or other documents.

Section 23 Counterparts

This Agreement may be executed in one or more counterparts. Each will be deemed an original and all, taken together, will constitute one and the same instrument.

Section 24 Time of the Essence

Time is of the essence in this Agreement.

Section 25 Successors

This Agreement will inure to the benefit of and will be binding upon the parties to this Agreement and their respective heirs, successors, and assigns.

Section 26 Governing Law

This Agreement will be governed and construed in accordance with California law.

(signatures appear on following page)

The Parties have executed this Agreement as of the date first written above.

SELLER:

BUYER:

SANTA BARBARA AFFORDABLE
HOUSING GROUP, a California non-profit
public benefit corporation

By: _____
Rob Fredericks, CEO

By: _____

List of Exhibits

- Exhibit A Legal description of Seller's Property.
- Exhibit B Legal description of Buyer's Property.
- Exhibit C Depiction of Property.