PURCHASE AND SALE AGREEMENT

AND

JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (the "Agreement") dated for reference June 21, 2011 is made and entered into by and between DLC Enterprises, Inc. ("DLC"), and the Redevelopment Agency for the City of Goleta ("RDA").

1. PURCHASE AND SALE OF PROPERTY.

   A. DLC agrees to sell and RDA agrees to purchase, on the terms and conditions described herein, all of the DLC's right, title and interest in and to the following:

      That certain real property commonly known as:

      "Parcel A": 170 S. Kellogg Avenue, Goleta, CA
      APN 071-090-077
      Approximately 156,380 sf (3.59 acres); and

      "Parcel B": A portion of 5580 Hollister Avenue, Goleta, CA
      APN 071-090-078
      consisting of the northerly approximately 29,185 sf (0.67 acre) of the approximately total 71,002 sf (1.63 acres),

      together with all of DLC's rights, privileges, and appurtenances benefiting said real property, and all easements, rights-of-way and other appurtenances used or connected with the beneficial use and enjoyment of such real property (collectively the "DLC Granted Property"). Parcel A is more particularly described in Exhibit A-1 attached hereto, and Parcel B is more particularly described in Exhibit A-2 attached hereto.

   B. DLC shall convey to RDA by Grant Deed Parcel A and Parcel B, as more particularly described in Exhibit A attached hereto (the "DLC Grant Deed").
C. DLC shall retain all of its right, title and interest in and to the following (collectively, the "DLC Retained Property"):

That portion of 5580 Hollister Avenue, Goleta, CA
APN 071-090-078
consisting of the southern approximately 43,560 sf
(approximately 1.00 acre) ("Parcel C"),

Together with all of the rights, privileges, and appurtenances benefiting said real property, and all easements, rights-of-way and other appurtenances used or connected with the beneficial use and enjoyment of such real property. Parcel C is more particularly described in Exhibit B attached hereto.

1.1 Improvements. All improvements located on the DLC Granted Property, including all fixtures attached to such improvements (the "Improvements").

1.2 Condition of Property. The DLC Granted Property shall be delivered at the Close of Escrow "AS IS" and WHERE IS."

1.3 Grant of Easements. RDA and DLC shall grant mutually acceptable easements to each other for ingress and egress across their respective properties. The legal descriptions for the Easements are attached hereto as Exhibit C and Exhibit D. The Easements are depicted on Exhibits C-4 and D-4.

2. PURCHASE PRICE AND MANNER OF PURCHASE

2.1 Purchase Price.

The purchase price for the DLC Granted Property is Two Million Six Hundred Twenty-Five Thousand Dollars ($2,625,000) (the "Purchase Price"), payable upon the terms described herein.

2.2 Payment of Purchase Price.

The Purchase Price shall be payable by RDA as follows:

2.2.1 Deposit. Upon execution of this Agreement, escrow shall be opened with Patty Russell at First American Title Company in Montecito, California ("Escrow Holder" or "Title Company"), and RDA shall deposit with Escrow Holder
upon opening of Escrow in cash, by certified or bank cashier's check made payable to
escrow, or by confirmed Federal Reserve wire transfer of funds ("Immediately
Available Funds"), the sum of Fifty-Thousand Dollars ($50,000) (the "Deposit"). If
RDA fails to deposit any part of the Deposit with Escrow Holder as and when provided,
RDA's rights under this Agreement shall automatically terminate. The Deposit shall be
invested by Escrow Holder in a separate, interest-bearing account.

2.2.2 Use and Disposition of Deposit. Unless RDA has previously
given timely written notice to DLC and Escrow Holder of its election to terminate this
Agreement, upon the expiration of the Contingency Period (as defined in Section 6
hereof) or the written waiver or release of the contingencies by RDA, whichever occurs
first, the Deposit and all interest thereon shall be automatically and immediately
released to DLC without the need for any further instruction to Escrow Holder from RDA
or DLC. The Deposit, and all interest earned thereon as of the release date, shall be
applied to the Purchase Price upon the Close of Escrow. If RDA is in default in
performance under the terms of this Agreement and such default has not been excused
or cured following notice to RDA as specified in Section 10 hereof and DLC is in full
compliance with all terms and conditions of this Agreement, the Deposit shall be
nonrefundable as liquidated damages in accordance with the provisions of Section 10.

2.2.3 Balance of Purchase Price. At least one (1) day prior to the
Close of Escrow the balance of the Purchase Price ($2,575,000), plus Escrow Holder's
estimate of RDA's share of closing costs, pro-rations and charges payable pursuant to
this Agreement, shall be deposited by RDA with Escrow Holder in Immediately
Available Funds.

3. ESCROW.

3.1 Opening of Escrow.

For purposes of this Agreement, Escrow shall be deemed open on the
date that Escrow Holder shall have received a fully executed copy of this Agreement
(the "Opening of Escrow"). Escrow Holder shall notify RDA and DLC, in writing, of the
Opening of Escrow.
RDA and DLC agree to execute, deliver and be bound by any reasonable and customary supplemental or additional provisions of Escrow Holder, or other instruments as may reasonably be required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control with respect to any such inconsistency.

3.2 Close of Escrow.

For purposes of this Agreement, the "Close of Escrow" shall be defined as the date that the grant deed conveying title to the real DLC Granted Property and Improvements to RDA (the "Grant Deed") is recorded. The Close of Escrow shall occur no later than fifteen (15) days after the written waiver or release of the contingencies or the expiration of the Contingency Period as defined in Section 6.1 below, whichever comes first, or such earlier or later date as may be agreed to in writing by RDA and DLC (the "Closing Date").

4. TITLE AND TITLE INSURANCE.

4.1 Condition of Title.

It shall be a condition to the Close of Escrow for RDA's benefit that title to the DLC Granted Property shall be conveyed to RDA by the Grant Deed subject to the following conditions of title (the "Permitted Exceptions"):

4.1.1 A lien to secure payment of general and special real property taxes and assessments, not delinquent, for the period after the Close of Escrow. Taxes and assessments shall be prorated in accordance with Section 9.7 below;

4.1.2 The lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code;

4.1.3 All exceptions which are disclosed by the Preliminary Report or the Survey described in Section 4.2 below which are approved or deemed approved by
RDA as provided therein and all matters affecting the condition of title created by or with the written consent of RDA;

4.1.4 All applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the DLC Granted Property; and

4.1.5 All other matters which are open and obvious and would be apparent in a visual inspection of the DLC Granted Property without the need for any expertise in real property or other field of expertise.

4.2 Preliminary Report.

Title Company shall deliver to RDA a preliminary title report (the "Preliminary Report") with respect to the DLC Granted Property, along with copies of all exceptions referenced or described therein, within five (5) business days following Opening of Escrow. RDA shall have thirty (30) days after receipt of the Preliminary Report (the "Title Review Period") to give DLC and Escrow Holder written notice ("RDA's Title Notice") of RDA's disapproval or conditional approval of any matters shown in the Preliminary Report or the Survey, including any documents identified on Schedule B of the Preliminary Report (collectively, the "Title Documents"). The failure of RDA to give RDA's Title Notice on or before the end of the Title Review Period shall be deemed to constitute RDA's approval of the condition of title to the DLC Granted Property.

4.2.1 If RDA expressly disapproves or expressly conditionally approves any matter of title shown in the Title Documents, then DLC may, but shall have no obligation to, on or before ten (10) days from receipt of notice thereof from RDA ("DLC's Election Period"), elect to eliminate or ameliorate to RDA's satisfaction the disapproved or conditionally approved title matters by giving RDA written notice ("DLC's Title Notice") of those disapproved or conditionally approved title matters, if any, which DLC agrees to so eliminate or ameliorate by the Close of Escrow, provided that, DLC shall have no obligation to pay any consideration or incur any liability in order to eliminate or ameliorate such disapproved title matters.
4.2.2 If DLC does not elect to eliminate or ameliorate any disapproved or conditionally approved title matters, or if RDA disapproves DLC's Title Notice, or if DLC fails to timely deliver DLC's Title Notice, then RDA shall have the right, upon delivery to DLC and Escrow Holder of a written notice, to either: (i) waive its prior disapproval, in which event said disapproved matters shall be deemed approved and RDA shall be deemed to have agreed to take title subject thereto and to waive any claims with respect thereto; or (ii) terminate this Agreement and the Escrow created pursuant hereto.

4.2.3 If, in DLC's Title Notice, DLC has agreed to either eliminate or ameliorate to RDA's satisfaction by the Close of Escrow certain disapproved or conditionally approved title matters described in RDA's Title Notice, but DLC is unable to do so, then RDA shall have the right (which shall be RDA's sole and exclusive right or remedy for such failure), upon delivery to DLC and Escrow Holder (on or before one (1) business day prior to the Close of Escrow) of a written notice to either: (i) waive its prior disapproval, in which event said disapproved matters shall be deemed approved and RDA shall be deemed to have agreed to take title subject thereto and to waive any claims with respect thereto; or (ii) terminate this Agreement and the Escrow created pursuant hereto in which event RDA shall be entitled to the return of the Deposit, together with all interest accrued thereon while in Escrow. Failure to take either one of the actions described in (i) and (ii) above shall be deemed to be RDA's election to take the action described in (ii) above.

4.2.4 In the event this Agreement is terminated pursuant to the provisions of this Section 4.2, neither party shall have any further rights or obligations hereunder except for the indemnity obligations set forth in Section 6.2 below, which shall survive any such termination.

4.3 Title Insurance Policy.

At the Close of Escrow, the Title Company shall issue a standard CLTA Owners form policy of title insurance (the "Title Policy"), with liability not less than the amount of the Purchase Price for the DLC Granted Property and insuring the title in the
name of RDA. The Title Policy will contain no title exceptions other than the Permitted Exceptions, unless the RDA has otherwise approved any further exceptions. Cost of the Title Policy and any endorsements shall be apportioned between RDA and DLC in accordance with Section 9.8.

RDA agrees that its acceptance of the Title Policy shall be in full satisfaction of any express or implied warranty of DLC as to the condition of title to the DLC Granted Property, and in the event there are any title exceptions or defects including, without limitation, liens, encumbrances, covenants, conditions, reservations, restrictions, rights, rights of way or easements, which, in RDA's opinion, constitute a defect in title not shown or revealed in the Preliminary Report or the Underlying Documents, RDA agrees to look solely to the remedies available to RDA under the Title Policy and agrees that DLC shall have no responsibility or liability therefore and hereby knowingly and voluntarily waives any claims against DLC with respect thereto.

5. DOCUMENTS AND INFORMATION DELIVERED BY DLC.

Within five (5) days following the execution by all parties of this Agreement, DLC shall deliver to RDA all documents and information in its possession or control relating to the DLC Granted Property (the “Documents and Information”). The Documents and Information have not been prepared by DLC and are being provided to RDA for informational purposes only. RDA acknowledges that DLC makes no representation or warranty as to the truth, completeness, or accuracy of the information contained in such documents. RDA agrees to rely solely on its own investigation into the facts regarding the DLC Granted Property and not on any representation, alleged or real, by DLC or anyone acting on its behalf. The failure by RDA to disapprove any of the Documents and Information on or before the expiration of the Contingency Period shall be deemed to constitute RDA’s approval thereof.

6. CONTINGENCY PERIOD; INSPECTIONS.

6.1 Contingency Period.
RDA shall have until the date that is forty-five (45) days after the latest to occur of (i) the Opening of Escrow, (ii) receipt of the Preliminary Title Report in accordance with Section 4.2 above, and (iii) RDA's receipt of the Documents and Information in accordance with Section 5 above (the "Contingency Period") to conduct its investigation of the DLC Granted Property, and to become satisfied with all aspects of the DLC Granted Property and its condition and suitability for RDA's intended use, including, without limitation, the zoning for the DLC Granted Property, the condition of the Improvements, and the Documents and Information.

6.2 Inspection.

During the term of this Escrow, RDA, its agents, contractors and subcontractors shall have the right to enter upon the DLC Granted Property and the DLC Retained Property (collectively the "DLC Property"), at reasonable times with advance notice to DLC's listing agent, to make such inspections, surveys and tests as may be necessary in RDA's reasonable discretion; provided, however, if RDA proposes to make any tests which involve drilling, boring or other similar intrusive or invasive action on or under the DLC Property, then RDA shall obtain DLC's written consent prior to making any such tests, which consent may be withheld in DLC's sole, absolute and subjective discretion. RDA shall have the right to terminate this Agreement pursuant to paragraph 6.3 upon DLC's withholding of consent. DLC's listing agent or other representative shall have the opportunity to be present during all such inspections, etc. RDA shall use care and consideration in connection with any of its inspections or tests and DLC shall have the right to be present during any inspection of the DLC Property by RDA or its agents. RDA shall restore the DLC Property to its original condition after any and all tests and/or inspections.

RDA hereby agrees to indemnify, protect, defend (with counsel approved by DLC) and hold DLC and its agents and representatives and the DLC Property free and harmless from and against any and all costs, losses, liabilities, damages, lawsuits, judgments, actions, proceedings, penalties, demands, attorneys' fees, liens (including, without limitation, mechanic's liens), or expenses of any kind or nature whatsoever, including personal injury and wrongful death, resulting solely from any entry and/or
activities upon the DLC Property by RDA, RDA’s agents, contractors and/or subcontractors, and/or the contractors and subcontractors of such agents. RDA’s indemnification obligations set forth herein shall survive any termination of this Agreement and the Close of Escrow and shall not be merged with the Grant Deed.

6.3 RDA’s Right to Terminate Agreement.

In the event that RDA, for any reason, is not satisfied, in RDA’s sole and absolute discretion, with the results of RDA’s investigation of the DLC Granted Property, RDA may withdraw from and terminate this Agreement, without liability to DLC, by written notice to DLC and Escrow Holder, in which event Escrow Holder shall return the full amount of RDA’s deposit to RDA, less RDA’s share of escrow fees and costs. If RDA fails to deliver written notice of its disapproval of the condition of the DLC Granted Property and termination of this Agreement prior to the expiration of the Contingency Period, then RDA shall be deemed to have approved the condition of the DLC Granted Property.

7. DLC’S COVENANTS, REPRESENTATIONS AND WARRANTIES.

In consideration of RDA’s entering into this Agreement and as an inducement to RDA to purchase the DLC Granted Property from DLC, DLC hereby makes the following covenants, representations and warranties to RDA as of the date of this Agreement:

7.1 Authority.

DLC has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by DLC is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth in this Agreement.

7.2 Foreign Person Affidavit.

DLC is not a foreign person as defined in Section 1445 of the Internal
7.3 **Litigation.**

To DLC's actual knowledge, there is no litigation pending which is reasonably likely to materially and deleteriously affect RDA's contemplated use of the DLC Granted Property.

7.4 **Eminent Domain.**

To DLC's actual knowledge, there is no actual or pending proceeding against the DLC Granted Property in eminent domain.

The "actual knowledge" of DLC, as used in this Section 7, means the actual, present knowledge (as opposed to constructive or imputed knowledge) of Doug Connor as of the date of this Agreement, without any investigation or inquiry of any kind or nature whatsoever. DLC makes no other warranties or representations regarding the DLC Granted Property, and RDA acknowledges that the DLC Granted Property is being purchased "As Is".

7.5 **DLC Retained Property "As Is".**

Except with respect to the limited representations and warranties of RDA set forth in Section 8, DLC acknowledges that it will not rely upon, either directly or indirectly, any alleged representation or warranty of RDA or any of its respective agents and acknowledges that no such representations or warranties have been made. DLC acknowledges that it is, or at the Close of Escrow will be, familiar with the DLC Retained Property. DLC is relying solely upon, and as of the Close of Escrow will have conducted, its own independent inspection, investigation and analysis of the DLC Retained Property as it deems necessary or appropriate in retaining the DLC Retained Property, including, without limitation, an analysis of any and all matters concerning the condition of the DLC Retained Property and Improvements and their suitability for DLC intended purposes, title to the DLC Retained Property, and all applicable laws, ordinances, rules and governmental regulations affecting the development, improvement, use, occupancy or enjoyment of the DLC Retained Property. Upon
closing, DLC shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, may not have been revealed by DLC’s inspections and investigations. DLC acknowledges and agrees that upon Closing, DLC shall retain the DLC Retained Property "as is, where is," with all faults. RDA is not liable or bound in any manner by any oral or written statements, representations, or information pertaining to the DLC Retained Property furnished by any real estate broker, agent, employee, servant or other person, unless the same are specifically set forth or referred to herein. DLC has fully reviewed the disclaimers and waivers set forth in this Agreement with its counsel and understands the significance and effect thereof. DLC acknowledges and agrees that the disclaimers and other agreements set forth in this Agreement are an integral part of this Agreement and that RDA would not have agreed to enter into this Agreement without these disclaimers and other agreements set forth in this Agreement and DLC’s acknowledgment and acceptance thereof.

Without limiting the generality of the foregoing, effective upon the Close of Escrow, DLC hereby expressly waives and releases any and all rights and remedies DLC may now or hereafter have against RDA, whether known or unknown, with respect to each of the following (excepting from such release all matters for which RDA makes a representation or warranty under Section 7): (1) the nature or condition of the DLC Retained Property (including, without limitation, any design, construction, or natural defect of any kind or nature whatsoever), (2) the condition of title to the DLC Retained Property, (3) the DLC Retained Property’s fitness for DLC’s intended use and (4) any past, present or future presence or existence of "Hazardous Materials" (as herein defined) on, under or about the DLC Retained Property or with respect to any past, present or future violations of any rules, regulations or laws, now or hereafter enacted, regulating or governing the use, handling, storage or disposal of Hazardous Materials, including, without limitation, (i) any and all rights DLC may now or hereafter have to seek contribution from RDA under Section 113(f)(i) of the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C.A. §9613), as the same may be further amended or replaced by any similar law, rule or regulation, (ii) any and all rights DLC may now or hereafter have against RDA under the
Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code, Section 25300 et seq.), as the same may be further amended or replaced by any similar law, rule or regulation, (iii) any and all claims, whether known or unknown, now or hereafter existing, with respect to the DLC Retained Property under Section 107 of CERCLA (42 U.S.C.A. §9607); and (iv) any and all claims DLC may now or hereafter have against RDA, whether known or unknown, now or hereafter existing, based on nuisance, trespass or any other common law or statutory provisions. As used herein, the term "Hazardous Material(s)" includes, without limitation, any hazardous or toxic materials, substances or wastes, such as (A) those materials identified in Sections 66680 through 66685 and Sections 66693 through 66740 of Title 22 of the California Administrative Code, Division 4, Chapter 30, as amended from time to time, (B) those materials defined in Section 25501(j) of the California Health and Safety Code, (C) any materials, substances or wastes which are toxic, ignitable, corrosive or reactive and which are regulated by any local governmental authority, any agency of the state of California or any agency of the United States Government, (D) asbestos, (E) petroleum and petroleum based products, (F) urea formaldehyde foam insulation, (G) polychlorinated biphenyls (PCBs), and (H) freon and other chlorofluorocarbons.

DLC HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."
DLC HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

The waivers and releases by DLC herein contained shall survive the Close of Escrow and the recordation of the Grant Deed and shall not be deemed merged into the Grant Deed upon its recordation.

8. RDA'S COVENANTS, REPRESENTATIONS AND WARRANTIES.

In consideration of DLC's entering into this Agreement and as an inducement to DLC to sell the DLC Granted Property to RDA, RDA makes the following covenants, representations and warranties, each of which is material and is being relied upon by DLC:

8.1 Authority.

RDA has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement, including the execution and delivery of the Certificate of Compliance, have been duly authorized and no other action by RDA is requisite to the valid and binding execution and delivery of this Agreement and/or the performance of its obligations under this Agreement, except as otherwise expressly set forth in this Agreement. Those individuals executing this Agreement on behalf of RDA are authorized to execute this Agreement and all other documents necessary to consummate this transaction on RDA's behalf.

8.2 Sale "As Is".

Except with respect to the limited representations and warranties of DLC set forth in Section 7, RDA acknowledges that it will not rely upon, either directly or indirectly, any alleged representation or warranty of DLC or any of its respective agents and acknowledges that no such representations or warranties have been made. RDA acknowledges that it is, or at the Close of Escrow will be, familiar with the DLC Granted Property. RDA is relying solely upon, and as of the Close of Escrow will have
conducted, its own independent inspection, investigation and analysis of the DLC Granted Property as it deems necessary or appropriate in so acquiring the DLC Granted Property from DLC, including, without limitation, an analysis of any and all matters concerning the condition of the DLC Granted Property and Improvements and their suitability for RDA’s intended purposes, title to the DLC Granted Property, and all applicable laws, ordinances, rules and governmental regulations affecting the development, improvement, use, occupancy or enjoyment of the DLC Granted Property. Upon closing, RDA shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, may not have been revealed by RDA’s inspections and investigations. RDA acknowledges and agrees that upon Closing, DLC shall sell and convey to RDA and RDA shall accept the DLC Granted Property "as is, where is," with all faults. DLC is not liable or bound in any manner by any oral or written statements, representations, or information pertaining to the DLC Granted Property furnished by any real estate broker, agent, employee, servant or other person, unless the same are specifically set forth or referred to herein. RDA acknowledges that the Purchase Price reflects the "as is" nature of this sale and any faults, liabilities, defects or other adverse matters that may be associated with the Property. RDA has fully reviewed the disclaimers and waivers set forth in this Agreement with its counsel and understands the significance and effect thereof. RDA acknowledges and agrees that the disclaimers and other agreements set forth in this Agreement are an integral part of this Agreement and that DLC would not have agreed to sell the DLC Granted Property to RDA for the Purchase Price without these disclaimers and other agreements set forth in this Agreement and RDA’s acknowledgment and acceptance thereof.

Without limiting the generality of the foregoing, effective upon the Close of Escrow, RDA hereby expressly waives and releases any and all rights and remedies RDA may now or hereafter have against DLC, whether known or unknown, with respect to each of the following (excepting from such release all matters for which DLC makes a representation or warranty under Section 7): (1) the nature or condition of the DLC Granted Property (including, without limitation, any design, construction, or natural defect of any kind or nature whatsoever), (2) the condition of title to the DLC Granted
Property, (3) the DLC Granted Property's fitness for RDA's intended use and (4) any past, present or future presence or existence of "Hazardous Materials" (as herein defined) on, under or about the DLC Granted Property or with respect to any past, present or future violations of any rules, regulations or laws, now or hereafter enacted, regulating or governing the use, handling, storage or disposal of Hazardous Materials, including, without limitation, (i) any and all rights RDA may now or hereafter have to seek contribution from DLC under Section 113(f)(i) of the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C.A. §9613), as the same may be further amended or replaced by any similar law, rule or regulation, (ii) any and all rights RDA may now or hereafter have against DLC under the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code, Section 25300 et seq.), as the same may be further amended or replaced by any similar law, rule or regulation, (iii) any and all claims, whether known or unknown, now or hereafter existing, with respect to the DLC Granted Property under Section 107 of CERCLA (42 U.S.C.A. § 9607); and (iv) any and all claims RDA may now or hereafter have against DLC, whether known or unknown, now or hereafter existing, based on nuisance, trespass or any other common law or statutory provisions.

As used herein, the term "Hazardous Material(s)" includes, without limitation, any hazardous or toxic materials, substances or wastes, such as (A) those materials identified in Sections 66680 through 66685 and Sections 66693 through 66740 of Title 22 of the California Administrative Code, Division 4, Chapter 30, as amended from time to time, (B) those materials defined in Section 25501(j) of the California Health and Safety Code, (C) any materials, substances or wastes which are toxic, ignitable, corrosive or reactive and which are regulated by any local governmental authority, any agency of the state of California or any agency of the United States Government, (D) asbestos, (E) petroleum and petroleum based products, (F) urea formaldehyde foam insulation, (G) polychlorinated biphenyls (PCBs), and (H) freon and other chlorofluorocarbons.
RDA HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

RDA HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

The waivers and releases by RDA herein contained shall survive the Close of Escrow and the recordation of the Grant Deed and shall not be deemed merged into the Grant Deed upon its recordation.

8.3 Certificate of Compliance.

Upon the Close of Escrow, RDA shall assure that the City of Goleta promptly processes an application for a Certificate of Compliance for the benefit of DLC relating to the DLC Retained Parcel. RDA shall be responsible for all application and processing costs of the Certificate of Compliance. Upon issuance the Certificate of Compliance shall be delivered to DLC. DLC shall be solely responsible for recordation of the Certificate of Compliance. The parties agree that no Certificate of Compliance may be issued prior to closing as the lot is created upon closing and therefore is not in compliance prior to that occurrence. The parties agree that neither City nor RDA can and do not by contract promise any specific determination on the application, but RDA warrants and represents that it is not aware of any reason why the Certificate of Compliance should not issue and covenants to use its best efforts to obtain the issuance of the Certificate of Compliance.
9. **ESCROW PROVISIONS.**

9.1 **Joint Escrow Instructions.**

This Agreement, when signed by RDA and DLC, shall constitute joint escrow instructions to Escrow Holder.

9.2 **DLC's Deliveries to Escrow Holder.**

At least one (1) day prior to the Close of Escrow, DLC shall deliver to Escrow Holder all of the following:

9.2.1 **Grant Deed.** The fully executed and notarized Grant Deed in the form attached hereto as Exhibit A;

9.2.2 **Easement.** An easement deed to grant to RDA an easement for pedestrian and horse trail purposes over the agreed portion of Parcel C in the form attached hereto as Exhibit C;

9.2.3 **Transfer Tax Affidavit.** A fully executed Transfer Tax Affidavit as required by the Santa Barbara County Recorder;

9.2.4 **DLC's Certificate.** A certificate of non-foreign status and California Franchise Tax Board Form 590 (the "DLC's Certificate") duly executed by DLC; and

9.2.5 **General.** All other documents duly executed by DLC and sums required by Escrow Holder to carry out the terms and conditions of this Agreement and escrow.

9.3 **RDA's Deliveries to Escrow Holder.**

At least one (1) day prior to the Close of Escrow, RDA shall deliver to Escrow Holder all of the following:

9.3.1 **Balance of Purchase Price.** The balance of the Purchase Price and closing funds pursuant to Section 2.2 hereof;
9.3.2 **Preliminary Change of Ownership Report.** A fully executed Preliminary Change of Ownership Report in accordance with Section 480.3 of the California Revenue and Taxation Code;

9.3.3 **Easement.** An easement deed to grant to DLC an easement for ingress and egress over the agreed portion of Parcel B in the form attached hereto as Exhibit D; and

9.3.4 **General.** All other documents executed by RDA and sums required by the Escrow Holder to carry out the terms and conditions of this Agreement and this escrow.

9.4 **Conditions to DLC’s Obligation to Close Escrow.**

DLC shall have no obligation to close escrow and transfer the DLC Granted Property to RDA unless and until the following conditions have been satisfied, or waived by DLC in writing:

9.4.1 The representations and warranties of RDA contained in Section 8 hereof are true, accurate, and complete;

9.4.2 RDA has delivered to Escrow Holder such documents as it may request evidencing the authority of RDA to execute this Agreement and authorizing the signing individual(s) to execute all this Agreement and all other required documents on behalf of RDA;

9.4.3 RDA has deposited with the Escrow Holder all sums and documents required by this Agreement;

9.4.4 The Title Company is prepared to issue the Policy of Title Insurance described in Section 4.3 hereof; and

9.4.5 All contingencies have been waived or satisfied in the manner provided for.
9.5 **Conditions to RDA's Obligation to Close Escrow.**

RDA shall have no obligation to close Escrow and pay the Purchase Price to RDA unless and until the following conditions have been satisfied, or waived by RDA in writing:

9.5.1 The representations and warranties of DLC contained in Section 7 hereof are true, accurate, and complete;

9.5.2 DLC has deposited with the Escrow Holder all sums and documents required by this Agreement;

9.5.3 The Title Company is prepared to issue the Policy of Title Insurance described in Section 4.3 hereof.

9.6 **Closing Procedure.**

Upon receipt of all funds and instruments described in this Agreement, and upon satisfaction or waiver of all conditions in this Agreement, the Escrow Holder shall take the following steps:

9.6.1 **Grant Deed.** Record the Grant Deed conveying from DLC to RDA Parcels A and B, and reserving to DLC Parcel C, in the Official Records of Santa Barbara County, California, with the direction that the documentary transfer stamps be attached after recordation;

9.6.2 **Easement Deeds.** Record the Easement Deeds in the Official Records of Santa Barbara County, California, with the direction that the documentary transfer stamps be attached after recordation;

9.6.3 **Preliminary Change of Ownership Report and Transfer Tax Certificate.** Deliver the Preliminary Change of Ownership Report and the Transfer Tax Certificate to the Santa Barbara County Recorder concurrently with recordation of the Grant Deed;
9.6.4 **Title Insurance.** Issue to RDA the Title Policy described in Section 4.3 hereof;

9.6.6 **Certificate.** Deliver to RDA, DLC's Certificate, described in Section 9.2.3 above, executed by DLC; and

9.6.7 **Proceeds of Sale.** Deliver to DLC all proceeds of the sale, less the broker's commission to be paid pursuant to Section 12 hereof and less DLC's share of prorations and costs.

9.6.8 **Recorded Deed.** Deliver a copy of the recorded Grant Deed to RDA.

9.7 **Prorations and Credits.**

Escrow Holder shall prorate general and special real property taxes and assessments based on the latest available tax information as of the Close of Escrow. Such proration shall be based on a 30-day month and a 360-day year. In the event that as of the Close of Escrow the actual tax bills for the year or years in question are not available and the amount of taxes to be prorated as aforesaid cannot be ascertained, then rates and assessed valuation of the previous year, with known charges, shall be used, and when the actual amount of taxes and assessments for the year or years in question shall be determined, the parties shall make such adjustments and payments as are necessary to prorate taxes as provided herein, whether before or after the Close of Escrow.

9.8 **Costs of Escrow.**

RDA shall pay one-half (1/2) of the cost of the escrow fee; any costs of a survey if desired by RDA; additional costs for any ALTA extended coverage policy or endorsements to the Title Policy requested by RDA; and other customary buyer charges. The DLC shall pay one-half (1/2) of the escrow fee; the premium for the Title Policy; the cost of preparing, acknowledging and recording the Grant Deed; the documentary transfer tax and monument survey fee, if any, charged on the recording of
the Grant Deed; and other customary seller charges. RDA and DLC shall each pay the
costs associated with, including the cost of recording, the Easement Deed in its favor.

10. LIQUIDATED DAMAGES.

IF THE CLOSE OF ESCROW FAILS TO OCCUR ON THE CLOSING DATE
SOLELY DUE TO RDA'S MATERIAL DEFAULT UNDER THE TERMS OF THIS
AGREEMENT WHICH IS NOT CURED AFTER REASONABLE NOTICE, AND DLC IS
IN FULL AND COMPLETE ACTUAL COMPLIANCE WITH ALL CONDITIONS AND
REQUIREMENTS FOR CLOSING UNDER THIS AGREEMENT, THE ESCROW
HOLDER MAY BE INSTRUCTED BY DLC TO CANCEL THE ESCROW AND DLC
SHALL THEREUPON BE RELEASED FROM ITS OBLIGATIONS HEREUNDER.
RDA AND DLC AGREE THAT BASED UPON THE CIRCUMSTANCES NOW
EXISTING, KNOWN AND UNKNOWN, IT WOULD BE IMPractical OR
EXTREMELY DIFFICULT TO ESTABLISH DLC'S DAMAGE BY REASON OF RDA'S
DEFAULT UNDER THIS AGREEMENT. ACCORDINGLY, RDA AND DLC AGREE
THAT IN THE EVENT CLOSE OF ESCROW FAILS TO OCCUR ON THE CLOSING
DATE SOLELY BECAUSE OF AN UNCURED MATERIAL DEFAULT BY RDA UNDER
THIS AGREEMENT, IT WOULD BE REASONABLE AT SUCH TIME TO AWARD
DLC, AS DLC'S SOLE AND EXCLUSIVE REMEDY AT LAW, "LIQUIDATED
DAMAGES" EQUAL TO THE AMOUNT OF THE DEPOSIT (AS DEFINED IN
SECTION 2.2.1 HEREOF), AND ALL INTEREST THEREON.

THEREFORE, IF CLOSE OF ESCROW FAILS TO OCCUR ON THE CLOSING
DATE SOLELY BECAUSE OF AN UNCURED MATERIAL DEFAULT BY RDA UNDER
THIS AGREEMENT, DLC MAY INSTRUCT THE ESCROW HOLDER TO CANCEL
THE ESCROW WHEREUPON ESCROW HOLDER SHALL IMMEDIATELY PAY
OVER TO DLC THE DEPOSIT AND ALL ACCRUED INTEREST, IF HELD BY
ESCROW HOLDER, AND DLC SHALL BE RELIEVED FROM ALL OBLIGATIONS
AND LIABILITIES HEREUNDER, AND, PROMPTLY FOLLOWING ESCROW
HOLDER'S RECEIPT OF SUCH INSTRUCTION, ESCROW HOLDER SHALL
CANCEL THE ESCROW.

-21-
DLC AND RDA ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION 10 AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

DLC's Initials  RDA's Initials

11. **RISK OF LOSS.**

11.1 **Damage or Destruction.**

If the DLC Granted Property and/or Improvements are destroyed or materially damaged during the term of the Escrow, then **DLC** shall give **RDA** written notice thereof and **RDA** shall have the option to proceed with this transaction or to terminate this Agreement and Escrow by giving **DLC** written notice of its election within five (5) days of the date of **RDA's** receipt of notice from **DLC** of the damage or destruction. If **RDA** elects to terminate, then the Deposit and interest earned thereon while in Escrow, whether deemed "refundable" or "non-refundable" and whether or not previously released to **DLC** shall be immediately returned to **RDA**, at **RDA**'s sole election. If **RDA** does not elect to terminate this Agreement then the Purchase Price shall remain unaffected, but all proceeds of insurance payable to **DLC** by reason of such damage shall be made payable to **RDA**.

11.2 **Condemnation.**

If, during the term of the Escrow, the DLC Granted Property, or any portion of the DLC Granted Property, that would affect **RDA's** use of the DLC Granted Property is taken by eminent domain or any proceeding for such purpose is commenced prior to the Close of Escrow, then **RDA** shall have the option to proceed with this transaction or to terminate this Agreement and Escrow by giving **DLC** written notice of its election within five (5) days of receipt by **RDA** of notice of any such proceeding. If **RDA** elects to terminate, then the Deposit and interest earned thereon while in Escrow, whether deemed "refundable" or "non-refundable" and whether or not
previously released to DLC shall be immediately returned to RDA, at RDA's sole
election. If RDA does not elect to terminate this Agreement, then the Purchase Price
shall remain unaffected, but DLC shall assign to RDA all rights that it may have in any
proceeds or awards resulting from such taking.

12. **BROKERS.**

DLC shall pay a real estate brokerage commission to Lee and Associates (the
"Listing Broker") pursuant to the terms of a separate agreement (the "Listing
Agreement"). RDA represents and warrants that they are represented by Hayes
Commercial (the "Selling Broker") in the purchase of the DLC Granted Property. The
Listing Broker and the Selling Broker shall split the commission payable by DLC under
the Listing Agreement pursuant to separate agreement between them. DLC shall have
no obligation to pay a commission to the Listing Broker or the Selling Broker unless and
until Escrow closes.

13. **GENERAL PROVISIONS.**

13.1 **Assignment.**

RDA shall not assign, transfer or convey their rights and/or obligations
under this Agreement and/or with respect to the DLC Granted Property without the prior
written consent of DLC, which consent DLC may withhold in its sole, absolute and
subjective discretion. Any attempted assignment without the prior written consent of
DLC shall be void and confer no rights on any third party.

13.2 **Construction.**

The provisions of this Agreement should be liberally construed to
effectuate its purposes. The language of all parts of this Agreement shall be construed
simply according to its plain meaning and shall not be construed for or against either
party, as each party has participated in the drafting of this document and had the
opportunity to have their counsel review it. Whenever the context and construction so
requires, all words used in the singular shall be deemed to be used in the plural, all
masculine shall include the feminine and neuter, and vice versa.

**13.3 Captions, Headings and Exhibits.**

The captions and headings of this Agreement are for convenience only and have no force and effect in the interpretation or construction of this Agreement. All exhibits attached hereto are by this reference incorporated herein as though fully set forth in this Agreement.

**13.4 Severability.**

If any term, provision, covenant or condition of this Agreement shall be or become illegal, null, void or against public policy, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. The term, provision, covenant or condition that is so invalidated, voided or held to be unenforceable shall be modified or changed by the parties to the extent possible to carry out the intentions and directives set forth in this Agreement.

**13.5 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.

**13.6 Successors and Assigns.**

Except as restricted herein, this Agreement shall be binding on and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

**13.7 Waiver.**

The waiver of any breach of any provision hereunder by any party to this Agreement shall not be deemed to be a waiver of any preceding or subsequent breach
hereunder, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

13.8 **Governing Law; Venue.**

The validity and interpretation of this Agreement shall be governed by the laws of the State of California, with venue for all purposes to be proper only in Santa Barbara County, State of California.

13.9 **Notices.**

All notices and demands of any kind which any party may be required or desires to serve upon the other parties under the terms of this Agreement shall be in writing, and shall be served upon the other parties at the addresses set forth below. These addresses may be changed by a written notice given in accordance with this Section 13.9.

**DLC:**
DLC Enterprises, Inc.
425 Kellogg Ave.
Goleta, CA 93117
Attn: Doug Connor
Fax: 805/964-7203

with copies to:
Seed Mackall LLP
1332 Anacapa Street, Suite 200
Santa Barbara, CA 93101
Attn: Peter A. Umoff
Fax: 805/962-1404

**RDA:**
City of Goleta Redevelopment Agency
130 Cremona Drive, Ste. B
Goleta, CA 93117
Attn: Daniel Singer
Executive Director
Fax: 805/961-7504

with copies to:
City of Goleta Redevelopment Agency
130 Cremona Drive, Ste. B
Goleta, CA 93117
Attn: Tim W. Giles,
Agency Counsel
Fax: 805/961-7504

-25-
Notices may be sent only by the following means: personal delivery; telephonic facsimile process followed by United States mail, first class, postage prepaid; or United States Postal Service Express Mail, private courier, or private overnight delivery service.

Notices shall be effective only as follows: (i) if personally delivered, upon actual delivery during normal working hours of the party to whom notice is given, (ii) if delivered by telephonic facsimile process then upon actual receipt by the party to whom notice is given, (iii) if delivered by United States Postal Service Express Mail, by private courier, or by private overnight delivery service, then upon actual receipt during normal business hours of the party to whom notice is given.

13.10 **Attorneys’ Fees.**

If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with this Agreement, or if this Agreement or any provision of this Agreement is asserted as a defense in any action, the prevailing party shall be entitled to recover reasonable attorneys’ fees (including fees for paraprofessionals and similar personnel and disbursements) and other costs it incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

13.11 **Entire Agreement; Amendment.**

This Agreement constitutes the complete, exclusive and final statement of the terms of the agreement between **RDA** and **DLC** and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement specifically supersedes any prior oral or written agreements between **RDA** and **DLC**. There are no promises, representations, agreements, warranties or undertakings (collectively "representations") by any of the parties, either oral or written, of any character or nature except as expressly set forth in this Agreement and no party is relying on any such representations in entering into or performing this Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement, and by no other means. Each party waives their future right to claim,
contest or assert that this Agreement was modified, cancelled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

13.12 Exchange Cooperation.

RDA and DLC shall cooperate to effect tax-deferred exchange upon written request by either of them; provided, however that (i) the non-requesting party shall not be required to incur any additional cost or expense, (ii) the Close of Escrow shall not be delayed, and (iii) the non-requesting party shall not take title to any other property as part of any such exchange.


Time is of the essence with respect to each and every provision of this Agreement.

14. RIGHT OF FIRST REFUSAL.

If DLC shall enter into an agreement with a third party to sell the Parcel C, RDA shall have the right to purchase such interest on the same terms and conditions as set forth in such agreement. DLC shall give written notice to the RDA that it has entered into such an agreement, accompanied by a complete signed copy of such agreement with any and all attachments thereto. RDA shall have thirty (30) days to give written notice of its election to purchase the interest of the selling Party on the terms and conditions set forth in the agreement.

///

///

///

///
IN WITNESS WHEREOF, this Agreement has been executed by the parties on the
date first written above.

DLC:

DLC Enterprises, Inc.

By: [Signature]
Name: Doug Connor
Title: President

RDA:

City of Goleta Redevelopment Agency

By: [Signature]
Name: Margaret Connell
Title: Chair

By: [Signature]
Name: [Name]
Title: [Title]

Attest

By: [Signature]
Name: Deborah Constantino
Title: Agency Clerk

Approved as to Form:

By: [Signature]
Name: Tim W. Giles
Title: Agency Counsel

-28-
EXHIBITS:

A. Grant Deed
   A-1 Legal Description of Parcel A
   A-2 Legal Description of City Portion of Parcel B

B. Legal Description of Remainder of Parcel B

C. Easement Grant Deed for APN 071-090-078

D. Easement Grant Deed for APN 071-090-077
EXHIBIT A

GRANT DEED
with Exhibits

A-1 Legal Description of Parcel A; and

A-2 Legal Description of City Portion of Parcel B

See attached.
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

MAIL TAX STATEMENTS TO:

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

Exempt Recording Per Government Code Sections
6103 and 27383

GRANT DEED

Assessor's Parcel Nos.:  071-090-077 and Portion of 071-090-078

The undersigned Grantor declares that Documentary Transfer Tax is not part of
the public records.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
DLC Enterprises, Inc., a California Corporation, ("Grantor"), hereby GRANTS to the
Redevelopment Agency for the City of Goleta ("Grantee") that certain real property
located in the County of Santa Barbara, State of California and more particularly
described in Exhibit A-1 and A-2 attached hereto and incorporated herein by this
reference (the "Property"), together with all improvements located thereon and all rights,
privileges, easements and appurtenances of Grantor appertaining to the Property and all
right, title and interest of Grantor in, to and under adjoining streets, rights of way and
easements.

IN WITNESS WHEREOF, Grantor has caused its duly authorized representatives
to execute this instrument as of the date hereinafter written.

DATED: _______________  GRANTOR:

DLC Enterprises, Inc.

By: Doug Connor  Its: President
STATE OF _______________________

) ss.

COUNTY OF _______________________

On ________________________, before me, ________________________, Notary Public, personally appeared ________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

__________________________________________

(SIGNATURE OF NOTARY)
STATEMENT OF TAX DUE AND REQUEST
THAT TAX DECLARATION NOT BE MADE A PART
OF THE PERMANENT RECORD
IN THE OFFICE OF THE
COUNTY RECORDER

(Pursuant to Cal. Rev. and Tax Code Section 11932)

To: Registrar - Recorder
    County of Santa Barbara

Request is hereby made in accordance with the provision of the Documentary Transfer
Tax Act that the amount of tax due not be shown on the original document which
names:

_____________________________, as Grantor

and

_____________________________, as Grantee.

The property described in the accompanying document is located in Santa Barbara
County, California.

The amount of tax due on the accompanying document is ________________________
($____________________), computed on full value of property conveyed.

GRANTOR

_____________________________
DLC Enterprises, Inc.
By: Doug Connor
Its: President

NOTE: After the permanent record is made, this form will
    be affixed to the conveying document and returned with it.
Exhibit A-1

(City Parcel A)

Parcel A of Parcel Map No. 12,842, in the City of Goleta, County of Santa Barbara, State of California recorded March 4, 1980 in Book 24, Pages 41 and 42 of Parcel Maps, in the Office of the County Recorder of said County.

Containing an area of 3.59 acres, more or less.

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor’s Act.

Signature: [Signature]
Mark E. Reinhardt, PLS

Date: May 6, 2011
EXHIBIT A-1

PARCEL A
Per 24-PM-42
AREA GROSS = 3.59Ac.

PARCEL B
Per 24-PM-42

HOLLISTER AVENUE

KELLOGG AVENUE

1 inch = 100 ft.

Mark E. Reinhardt
No. 6392

Date: 5-6-11

Professional Land Surveyor
State of California

(Mark E. Reinhardt) P.L.S. 6392
A portion of land in the City of Goleta, County of Santa Barbara, State of California, being a portion of Parcel B according to Parcel Map No. 12,842 recorded March 4, 1980 in Book 24, Pages 41 and 42 of Parcel Maps, in the Office of the County Recorder of said County.

Said portion of land is described as follows:

Beginning at the southwest corner of said Parcel B, said corner being a point on the centerline of Kellogg Avenue and being the westerly terminus of the boundary line shown as N 89° 58’ 50” E, 180.00’ on said map; thence,

1st along the boundary of said Parcel B, N 89° 58’ 50” E, 180.00 feet to an angle point in said boundary; thence,

2nd N 89° 58’ 50” E, 258.24 feet to a point in the easterly boundary of said Parcel B, said point lies S 01° 56’ 09” W, 25.50 feet from the northeast corner of said Parcel B; thence,

3rd along said easterly boundary N 01° 56’ 09” E, 25.50 feet to said northeast corner; thence,

4th along the northerly boundary of said Parcel B, N 75° 45’ 48” W, 148.33 feet; thence,

5th continuing along said northerly boundary N 82° 26’ 54” W, 148.33 feet; thence,

6th continuing along said northerly boundary N 89° 08’ 00” W, 148.33 feet to the northwest corner of said Parcel B; thence,

7th along the westerly boundary of said Parcel B, S 00° 01’ 10” E, 83.83 feet to the point of beginning.

Containing an area of 0.67 acres, more or less.

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor’s Act.

Signature: ___________________________ Date: ________________
Mark E. Reinhardt, PLS

LICENSED LAND SURVEYOR
STATE OF CALIFORNIA
Mark E. Reinhardt
No. 6392
EXHIBIT A-2
(City Portion of Parcel B)

PARCEL A
(Per 24-PM-42)

AREA GROSS = 0.67 Ac.

180.00'
N89°58'50"E
P.O.B.

148.33'
N82°26'54"W

148.33'
P
N75°45'48"W

25.50'

101°56'09"E

0 40 80 160
1 inch = 80 ft.

Mark E. Reinhardt
P.O. Box 6392
Hollister, CA 95024

Date: 5-6-11

Mark E. Reinhardt
P.L.S. 6392

STATE OF CALIFORNIA

PROFESSIONAL LAND SURVEYOR

MNS ENGINEERS INC
32 S. Calle Cuauhtemoc, Ste 30
Santa Barbara, CA 93101
805-682-9827 Phone

ENGINEERING
PLANNING
SURVEYING
CONSTRUCTION MANAGEMENT

CIGOL.110003 - 140 * CIGOL 110003 LEGALs.dwg * 5/5/11 * TR * E-FILE
EXHIBIT B

LEGAL DESCRIPTION OF REMAINDER OF PARCEL B

See attached.
Exhibit B

(APN 071-090-078 portion)

A portion of land in the City of Goleta, County of Santa Barbara, State of California, being a portion of Parcel B according to Parcel Map No. 12,842 recorded March 4, 1980 in Book 24, Pages 41 and 42 of Parcel Maps, in the Office of the County Recorder of said County.

Said portion of land is described as follows:

Commencing at the southwest corner of said Parcel B, said corner being a point on the centerline of Kellogg Avenue and being the westerly terminus of the boundary line shown as N 89° 58' 50" E, 180.00' on said map; thence, along the boundary of said Parcel B, N 89° 58' 50" E, 180.00 feet to an angle point in said boundary and the True Point of Beginning of the portion of land herein described; thence,

1st N 89° 58' 50" E, 258.24 feet to a point in the easterly boundary of said Parcel B, said point lies S 01° 56' 09" W, 25.50 feet from the northeast corner of said Parcel B; thence,
2nd along said easterly boundary S 01° 56' 09" W, 166.95 feet to an angle point in said boundary; thence,
3rd continuing along the boundary of said Parcel B, N 79° 16' 47" W, 33.52 feet; thence,
4th continuing along the boundary of said Parcel B, S 10° 43' 13" W, 31.09 feet; thence,
5th continuing along the boundary of said Parcel B N 71° 44' 31" W, 9.86 feet to the beginning of a tangent curve concave southerly having a radius of 1,052.00 feet and a central angle of 11° 25' 48"; thence,
6th continuing along the boundary of said Parcel B and along the arc of said curve in a westerly direction 209.87 feet to an angle point in said boundary; thence,
7th along the boundary of said Parcel B, N 00° 01’ 10" W, 142.52 feet to the point of beginning.

Containing an area of 0.96 acres, more or less.

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature: Mark E. Reinhardt, PLS
Date: May 6, 2011

LICENSED LAND SURVEYOR
Mark E. Reinhardt
No. 6392
STATE OF CALIFORNIA

P:\CIGOL Goleta/CIGOL_110003 Kellogg Hollister Property/Legal Descriptions/Legal Description Remainder Portion Parcel B.doc
EXHIBIT C

EASEMENT GRANT DEED FOR APN 071-090-078

See attached.
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

MAIL TAX STATEMENTS TO:

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

Exempt Recording Per Government Code Sections
6103 and 27383
Assessor’s Parcel No.: 071-090-078

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EASEMENT GRANT DEED

The undersigned Grantor declares that Documentary Transfer Tax is not part of the public records.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, DLC Enterprises, Inc. ("Grantor"), hereby GRANTS to the City of Goleta Redevelopment Agency ("Grantee") an easement for pedestrian, bicycle, and emergency response vehicle ingress and egress (the "Easement") over and across that certain real property commonly known as 5580 Hollister Avenue, Goleta, CA 93117, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Servient Tenement") for the benefit of that certain real property commonly known as 170 S. Kellogg Avenue, Goleta, CA 93117, and more particularly described in Exhibit B attached hereto and incorporated herein by this reference (the "Dominant Tenement"). The location of the Easement across the Servient Tenement is described in Exhibit C attached hereto and incorporated herein by this reference and depicted in Exhibit D attached hereto and incorporated herein by this reference.

The Easement shall include such incidental easements as are necessary for the construction, repair, and maintenance of trail improvements in the Easement, provided that in no event shall Grantee interfere with Grantor’s use of that portion of the Servient Tenement lying outside of the Easement. Grantee shall be solely responsible for the cost of construction, repair, and maintenance of all improvements in the Easement.

The Easement shall be a perpetual, non-exclusive easement appurtenant to the Dominant Tenement.
IN WITNESS WHEREOF, Grantor has caused its duly authorized representative to execute this instrument as of the date hereinafter written.

DATED: ________________, 2011.

GRANTOR:

DLC Enterprises, Inc.

By:

Doug Connor, President
STATE OF ____________________________

________________________

COUNTY OF _________________________

On ____________________________ before me, ____________________________, Notary Public, personally appeared ____________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

________________________________
(SIGNATURE OF NOTARY)
EXHIBIT C-1
Legal Description of the Servient Tenement

A portion of land in the City of Goleta, County of Santa Barbara, State of California, being a portion of Parcel B according to Parcel Map No. 12,842 recorded March 4, 1980 in Book 24, Pages 41 and 42 of Parcel Maps, in the Office of the County Recorder of said County.

Said portion of land is described as follows:

Commencing at the southwest corner of said Parcel B, said corner being a point on the centerline of Kellogg Avenue and being the westerly terminus of the boundary line shown as N 89° 58’ 50” E, 180.00’ on said map; thence, along the boundary of said Parcel B, N 89° 58’ 50” E, 180.00 feet to an angle point in said boundary and the True Point of Beginning of the portion of land herein described; thence,

1st along the easterly boundary of said Parcel B, said point lies S 01° 56’ 09” W, 25.50 feet from the northeast corner of said Parcel B; thence, along said easterly boundary S 01° 56’ 09” W, 166.95 feet to an angle point in said boundary; thence,

2nd continuing along the boundary of said Parcel B, N 79° 16’ 47” W, 33.52 feet; thence,

3rd continuing along the boundary of said Parcel B, S 10° 43’ 13” W, 31.09 feet; thence,

4th continuing along the boundary of said Parcel B N 71° 44’ 31” W, 9.86 feet to the beginning of a tangent curve concave southerly having a radius of 1,052.00 feet and a central angle of 11° 25’ 48”;

5th continuing along the boundary of said Parcel B and along the arc of said curve in a westerly direction 209.87 feet to an angle point in said boundary; thence,

6th along the boundary of said Parcel B, N 00° 01’ 10” W, 142.52 feet to the point of beginning.

Containing an area of 0.96 acres, more or less.

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor’s Act.

Signature: ____________________________ Date: 6-22-2011
Mark E. Reinhardt, PLS

[Signature]

[Stamp: LICENSED LAND SURVEYOR
STATE OF CALIFORNIA
Mark E. Reinhardt No. 6392]
EXHIBIT C-2
Legal Description of Dominant Tenement

A portion of land in the City of Goleta, County of Santa Barbara, State of California, being a portion of Parcel B according to Parcel Map No. 12,842 recorded March 4, 1980 in Book 24, Pages 41 and 42 of Parcel Maps, in the Office of the County Recorder of said County.

Said portion of land is described as follows:

Beginning at the southwest corner of said Parcel B, said corner being a point on the centerline of Kellogg Avenue and being the westerly terminus of the boundary line shown as N 89° 58' 50" E, 180.00' on said map; thence,

1st along the boundary of said Parcel B, N 89° 58' 50" E, 180.00 feet to an angle point in said boundary; thence,
2nd N 89° 58' 50" E, 258.24 feet to a point in the easterly boundary of said Parcel B, said point lies S 01° 56' 09" W, 25.50 feet from the northeast corner of said Parcel B; thence,
3rd along said easterly boundary N 01° 56' 09" E, 25.50 feet to said northeast corner; thence,
4th along the northerly boundary of said Parcel B, N 75° 45' 48" W, 148.33 feet; thence,
5th continuing along said northerly boundary N 82° 26' 54" W, 148.33 feet; thence,
6th continuing along said northerly boundary N 89° 08' 00" W, 148.33 feet to the northwest corner of said Parcel B; thence,
7th along the westerly boundary of said Parcel B, S 00° 01' 10" E, 83.83 feet to the point of beginning.

Containing an area of 0.67 acres, more or less.

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature: [Signature]
Date: 6-22-2011

Mark E. Reinhardt, PLS
EXHIBIT C-

Legal Description of the Easement

A portion of land in the City of Goleta, County of Santa Barbara, State of California, being a portion of Parcel B according to Parcel Map No. 12,842 recorded March 4, 1980 in Book 24, Pages 41 and 42 of Parcel Maps, in the Office of the County Recorder of said County.

Said portion of land is described as follows:

A strip of land, 15.00 feet in width lying parallel with, adjacent to and westerly of the westerly boundary of the 15’ wide hiking and riding trail easement as shown on said Parcel Map 12,842. The herein described 15.00 foot wide strip of land begins on the southerly boundary and extends northerly to the northerly boundary of the Servient Tenement property as described in Exhibit A, hereinabove described.

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor’s Act.

Signature: [Signature]

Mark E. Reinhardt, PLS

Date: 6-22-2011

[ SEAL ]

Mark E. Reinhardt
No. 6392
STATE OF CALIFORNIA
EXHIBIT C-4
Map Depicting the Easement

PARCEL A
Per 24-PM-42

15' WIDE HIKING & RIDING TRAIL EASEMENT
per Parcel Map 12,842 Recorded in Book 24, Page 42 of Parcel Maps

1 inch = 80 ft.
STATEMENT OF NO TAX DUE AND REQUEST
THAT TAX DECLARATION NOT BE MADE A PART
OF THE PERMANENT RECORD
IN THE OFFICE OF THE
COUNTY RECORDER

(Pursuant to Cal. Rev. and Tax Code Section 11932)

To: Registrar - Recorder
    County of Santa Barbara

Request is hereby made in accordance with the provision of the Documentary Transfer Tax
Act that the amount of tax due not be shown on the original document which names:
DLC Enterprises, Inc., as Grantor

and

the City of Goleta as Grantee.

The property described in the accompanying document is located in Santa Barbara County,
California.

The amount of tax due on the accompanying document is Zero Dollars ($0.00), computed
on full value of property conveyed.

Grantor:

DLC Enterprises, Inc.

By: [Signature]

Doug Connor, President

NOTE: After the permanent record is made, this form will be affixed to the conveying
document and returned with it.
EXHIBIT D

EASEMENT GRANT DEED FOR APN 071-090-077

See attached.
EASEMENT GRANT DEED

The undersigned Grantor declares that Documentary Transfer Tax is not part of the public records.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the City of Goleta Redevelopment Agency ("Grantor"), hereby GRANTS to DLC Enterprises, Inc. ("Grantee") an easement for vehicle and pedestrian ingress and egress (the "Easement") over and across that certain real property commonly known as 170 S. Kellogg Avenue, Goleta, CA 93117, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Servient Tenement") for the benefit of that certain real property commonly known as 5580 Hollister Avenue, Goleta, CA 93117, and more particularly described in Exhibit B attached hereto and incorporated herein by this reference (the "Dominant Tenement"). The location of the Easement across the Servient Tenement is described in Exhibit C attached hereto and incorporated herein by this reference and depicted in Exhibit D attached hereto and incorporated herein by this reference.

Grantor shall have the right to relocate the Easement as reasonably necessary in connection with its contemplated use of the Dominant Tenement, provided, however, that any such relocation shall not interfere with Grantee's use of the Easement for its intended use, i.e., vehicle and pedestrian ingress and egress between the Servient Tenement and South Kellogg Avenue.

Grantor shall be solely responsible for the cost of construction, repair, and maintenance of all improvements in the Easement.

The Easement shall be a perpetual, non-exclusive easement appurtenant to the Dominant Tenement.
IN WITNESS WHEREOF, Grantor has caused its duly authorized representative to execute this instrument as of the date hereinafter written.

DATED: ________, 2011.

GRANTOR:

The Redevelopment Agency for the City of Goleta

By: ____________________________
Name: Margaret Connell
Title: Chair
STATE OF _________________

) ss.

COUNTY OF _________________

On _________________, before me, _______________________________ Notary Public, personally appeared _______________________________ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

__________________________________________________________________________

(SIGNATURE OF NOTARY)
EXHIBIT D-1
Legal Description of Servient Tenement

A portion of land in the City of Goleta, County of Santa Barbara, State of California, being a portion of Parcel B according to Parcel Map No. 12,842 recorded March 4, 1980 in Book 24, Pages 41 and 42 of Parcel Maps, in the Office of the County Recorder of said County.

Said portion of land is described as follows:

Beginning at the southwest corner of said Parcel B, said corner being a point on the centerline of Kellogg Avenue and being the westerly terminus of the boundary line shown as N 89° 58’ 50” E, 180.00’ on said map; thence,

1st along the boundary of said Parcel B, N 89° 58’ 50” E, 180.00 feet to an angle point in said boundary; thence,

2nd N 89° 58’ 50” E, 258.24 feet to a point in the easterly boundary of said Parcel B, said point lies S 01° 56’ 09” W, 25.50 feet from the northeast corner of said Parcel B; thence,

3rd along said easterly boundary N 01° 56’ 09” E, 25.50 feet to said northeast corner; thence,

4th along the northerly boundary of said Parcel B, N 75° 45’ 48” W, 148.33 feet; thence,

5th continuing along said northerly boundary N 82° 26’ 54” W, 148.33 feet; thence,

6th continuing along said northerly boundary N 89° 08’ 00” W, 148.33 feet to the northwest corner of said Parcel B; thence,

7th along the westerly boundary of said Parcel B, S 00° 01’ 10” E, 83.83 feet to the point of beginning.

Containing an area of 0.67 acres, more or less.

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor’s Act.

Signature: [Signature]
Mark E. Reinhardt, PLS

Date: 6-22-2011

Mark E. Reinhardt
No. 6392
Licensed Land Surveyor
State of California
EXHIBIT D-2

Legal Description of the Dominant Tenement

A portion of land in the City of Goleta, County of Santa Barbara, State of California, being a portion of Parcel B according to Parcel Map No. 12,842 recorded March 4, 1980 in Book 24, Pages 41 and 42 of Parcel Maps, in the Office of the County Recorder of said County.

Said portion of land is described as follows:

Commencing at the southwest corner of said Parcel B, said corner being a point on the centerline of Kellogg Avenue and being the westerly terminus of the boundary line shown as N 89° 58’ 50” E, 180.00’ on said map; thence, along the boundary of said Parcel B, N 89° 58’ 50” E, 180.00 feet to an angle point in said boundary and the True Point of Beginning of the portion of land herein described; thence,

1st    N 89° 58’ 50” E, 258.24 feet to a point in the easterly boundary of said Parcel B, said point lies S 01° 56’ 09” W, 25.50 feet from the northeast corner of said Parcel B; thence,
2nd    along said easterly boundary S 01° 56’ 09” W, 166.95 feet to an angle point in said boundary; thence,
3rd    continuing along the boundary of said Parcel B, N 79° 16’ 47” W, 33.52 feet; thence,
4th    continuing along the boundary of said Parcel B, S 10° 43’ 13” W, 31.09 feet; thence,
5th    continuing along the boundary of said Parcel B N 71° 44’ 31” W, 9.86 feet to the beginning of a tangent curve concave southerly having a radius of 1,052.00 feet and a central angle of 11° 25’ 48”;
6th    continuing along the boundary of said Parcel B and along the arc of said curve in a westerly direction 209.87 feet to an angle point in said boundary; thence,
7th    along the boundary of said Parcel B, N 00° 01’ 10” W, 142.52 feet to the point of beginning.

Containing an area of 0.96 acres, more or less.

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor’s Act.

Signature:  

Mark E. Reinhardt, PLS

Date: 6-22-2011
EXHIBIT D-3

Legal Description of Easement

A portion of land in the City of Goleta, County of Santa Barbara, State of California, being a portion of Parcel B according to Parcel Map No. 12,842 recorded March 4, 1980 in Book 24, Pages 41 and 42 of Parcel Maps, in the Office of the County Recorder of said County.

Said portion of land is described as follows:

The southerly 15.00 feet of the westerly 210.00 feet of the Servient Tenement property as described in Exhibit A, hereinabove described.

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature: [Signature]
Mark E. Reinhardt, PLS
Date: 6-22-2011

[Stamp: Licensed Land Surveyor]
Mark E. Reinhardt
No. 6392

STATE OF CALIFORNIA
STATEMENT OF NO TAX DUE AND REQUEST
THAT TAX DECLARATION NOT BE MADE A PART
OF THE PERMANENT RECORD
IN THE OFFICE OF THE
COUNTY RECORDER

(Pursuant to Cal. Rev. and Tax Code Section 11932)

To: Registrar - Recorder
   County of Santa Barbara

Request is hereby made in accordance with the provision of the Documentary Transfer Tax Act that the amount of tax due not be shown on the original document which names:
The City of Goleta, as Grantor

and

the DLC Enterprises, Inc. as Grantee.

The property described in the accompanying document is located in Santa Barbara County, California.

The amount of tax due on the accompanying document is Zero Dollars ($0.00), computed on full value of property conveyed.

Grantor:

The City of Goleta

By: Margaret Connell
Name: Margaret Connell
Title: Chair

NOTE: After the permanent record is made, this form will be affixed to the conveying document and returned with it.