PURCHASE AGREEMENT

This Agreement to purchase is entered into by and between the SANTA BARBARA COMMUNITY COLLEGE DISTRICT, sometimes hereinafter referred to as "SELLER" and the SANTA BARBARA TRUST FOR HISTORIC PRESERVATION, sometimes (hereinafter) referred to as "BUYER".

WITNESSETH:

WHEREAS, SELLER is the owner of the Adult Education Complex (914 Santa Barbara Street), hereinafter sometimes referred to as the premises; and

WHEREAS, SELLER has determined pursuant to Ed. Code 81360 that the premises are not and will not be needed by SELLER for school classroom buildings; and

WHEREAS, pursuant to the provisions of Section 81363.5 of the Education Code, SELLER has offered the property for sale to the entities specified in that section and BUYER has within the time period prescribed by that section notified SELLER of its intent to purchase the premises, and

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. SELLER does hereby sell to BUYER that certain property known as the Adult Education Complex which property is more particularly described in EXHIBIT "A" attached hereto and hereby made a part hereof.

2. The term of the Note shall be seven years commencing on January 2, 1981 and terminating on January 1, 1988.

3. BUYER shall pay SELLER the sum of $175,000 down and the balance as is set forth below:

   Annual principal installments of $182,143 plus interest of 10% on the unpaid balance due at the end of each annual period.

4. Costs of the transfer, including costs of escrow and title insurance shall be equally shared by the parties.

5. SELLER may retain beneficial occupancy of the premises from close of escrow to July 1, 1981 under the following conditions:
(a) During this term of the occupancy, SELLER shall maintain premises and grounds at its own expense and insure the improvements for their replacement value against loss from fire. BUYER shall be named as an insured on said policy and be provided with a certificate of insurance. Proceeds from such insurance shall be used for repairs or replacement of the property damaged.

(b) During this term SELLER shall pay the costs of all utilities used in connection with the premises.

(c) SELLER agrees to defend, indemnify and hold harmless BUYER, its officers, agents and employees from and against any and all claims and liability for damages or injury to persons or property resulting from the activities or omissions of SELLER, its officers, agents and employees in connection with the use of the premises.

(d) SELLER shall take out and maintain in effect during this term such public liability insurance as shall protect BUYER and SELLER, their agents and employees from all claims for personal injury including accidental death as well as from all claims for property damage arising out of or connected in any way with the use of the premises, with coverage of not less than $5,000,000 combined single limit personal liability and property damage. BUYER shall be named as an insured on said policy or policies, and be provided with a certificate of insurance.

(e) During this term, SELLER may use the property for all purposes for which school buildings and premises may lawfully be used, including but not limited to continuing education, but shall cooperate with BUYER for such other use of property by BUYER as may be possible.

(f) During this term, SELLER will make no alterations nor construct new buildings on the site without approval of BUYER.

(g) During this term, SELLER will not assign the lease nor sublet any portion of the premises without prior approval of BUYER.

(h) Representatives of BUYER shall have reasonable access to the premises to determine if the terms and conditions of this section are being met.

(i) On July 1, 1981 SELLER will immediately surrender the premises to BUYER in as good condition as when received, reasonable wear and tear by the elements being excepted.
6. BUYER agrees that in the event of default in the payment in the manner herein provided or in any of the covenants or agreements herein contained on the part of the BUYER to be kept and performed, SELLER has all rights set forth in the standard trust deed language to be signed between the parties.

7. Release for Partial Payment: The note and trust deed shall provide for a partial release of parcels upon payment of a pro-rata portion of the payment of principal due, or the total actual net proceeds from the sale of any portion of the property, whichever is greater.

8. The Agreement is contingent upon simultaneous closing of Santa Barbara Title Company Escrow No. 15354-LN.

9. In the event the purchaser would like to accelerate the payments, there will be no prepayment penalty. Interest will be computed at 10% on a daily basis.

10. This Agreement is subject to the approval of the Office of the Chancellor of the California Community Colleges or other required public boards if required and shall be of no force or effect without such approval.

11. All payments or other sums, notices, demands or requests from one party to another may be personally delivered to the main administrative offices of the receiving party or sent by mail postage prepaid, to the address stated in this paragraph and shall be deemed to have been given at the time of personal delivery or at the end of the second full day following the date of mailing. The address of the SELLER is 721 Cliff Drive, Santa Barbara, California 93109. The address of the BUYER is Box 388, Santa Barbara, California 93102. Each party shall have the right from time to time to designate a different address by notice given in conformity with this Paragraph.

12. This agreement will be recorded in the official records of the County of Santa Barbara.
IN WITNESS WHEREOF the parties have executed this Agreement.

DATED: ____________________________  SANTA BARBARA COMMUNITY COLLEGE DISTRICT

BY ____________________________
Joyce Powell, President, Board of Trustees

DATED: ____________________________  SANTA BARBARA TRUST FOR HISTORIC PRESERVATION

BY ____________________________
Richard E. Oglesby, President

APPROVED:

OFFICE OF THE CHANCELLOR
CALIFORNIA COMMUNITY COLLEGES

BY: ____________________________

DATED: ____________________________
That portion of Block 155 of the city of Santa Barbara, county of Santa Barbara, state of California, described as follows:

Beginning at the most southerly corner of Block 155; thence northwesterly along the northeasterly line of Santa Barbara Street 56 feet to the true point of beginning; thence northwesterly along the northeasterly line of Santa Barbara Street 210.4 feet, more or less, to the most southerly corner of land conveyed to The Santa Barbara Elk's Club, a corporation, by deed registered on October 27, 1947 as Torrens Document No. 2224, in the office of the Registrar of said county; thence along the southeasterly line of the land conveyed to the Santa Barbara Elk's Club, northeasterly 150 feet, more or less, to a point on the southwesterly line of the tract of land described in the deed to the Santa Barbara High School District, recorded December 6, 1945 as instrument no. 13823 in book 667 page 375 of Official Records, records of said county; thence southeasterly along said last mentioned southwesterly line 26.39 feet, more or less, to the most southerly corner of said last mentioned tract of land; thence northeasterly, northeasterly, northeasterly, northeasterly and northeasterly along the southeasterly line and its northeasterly prolongation of said last mentioned line, the following courses and distances: north 41° 28' east 18.26 feet, north 48° 30' west 0.51 feet, north 41° 31' 30" east 41.12 feet, north 48° 30' west 0.58 feet, north 41° 28' 30" east 42.23 feet, more or less, to a point on the southwesterly line of the tract of land conveyed to Mary D. Carter by deed recorded January 30, 1939 in book 449 page 447 of Official Records, records of said county; thence southeasterly along said last mentioned southwesterly line, 89.48 feet, more or less, to the most southerly corner of said last mentioned tract of land; thence northeasterly along the southeasterly line of said last mentioned tract of land 16 feet, more or less, to the westerly corner of the tract of land conveyed to A. M. Rouard by deed recorded in book 204 page 414 of Deeds, records of said county; thence south-easterly along the southwesterly line of the land conveyed to Rouard, 150 feet, more or less, to a point on the northwesterly line of Canon Perdido Street; thence southwesterly along said northwesterly line of Canon Perdido Street, 194.85 feet, more or less, to a point thereon which is distant northeasterly thereon 73.55 feet from the most southerly corner of said block; thence north 48° 30' 30" west along fence 40.31 feet to a point; thence north 59° 32' west along said fence 16.06 feet to a point; thence south 41° 26' 30" west along a fence 70.50 feet, more or less, to the point of beginning.