

RED File No.: 09-06-006
APNs: 044-020-025
Project: S. River PS (N50) Yolo County Tax
Sale (Regional San)

Agreement No. _____

AGREEMENT TO PURCHASE TAX DEFAULTED PROPERTY

This Agreement is made this ___ day of _____, 2021 by and between the County of Yolo, a political subdivision of the State of California (“SELLER”) and SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700 (“PURCHASER”), in accordance with provisions of California law. SELLER, subject to the State Controller’s approval, does hereby agree to sell to PURCHASER , the real property described in Exhibit A of this agreement.

RECITALS

WHEREAS, the real property situated within the County of Yolo, hereinafter set forth and described in Exhibit A of this agreement (“Property”), is tax defaulted and is subject to the power of sale by the tax collector of the County of Yolo for the nonpayment of taxes; and

WHEREAS, Division 1, Part 6, Chapter 8 of the California Revenue and Taxation Code (sections 3771-3841) authorizes certain agencies to enter into an agreement with the County Board of Supervisors for the purchase of the Property; and

WHEREAS, the PURCHASER is eligible to purchase the Property and agrees to comply with the requirements of the Revenue and Taxation Code and this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein set forth, the parties mutually agree as follows:

1. **Approval by the State Controller.** California Revenue and Taxation Code section 3795 requires this Agreement to be submitted to and approved by the California State Controller before it becomes final. This Agreement is not in effect until the California State Controller’s authorization is received and the noticing process is complete.

2. **Purchase and Evidence of Title.** The Property has been offered for sale under the provisions of Chapter 7 (commencing with Revenue & Taxation Code Section 3691), and no acceptable bids were received. The Chief Financial Officer has determined that a minimum price of \$1.00 will be appropriate for the sale of this property. Within 21 days from the effective date of this Agreement, the PURCHASER agrees to pay \$1.00 for purchase of the Property in accordance with section 3793.1(b). The approval and notice process will determine the effective date of the sale and the final purchase price. Payment shall be in cash or certified funds payable to “County of Yolo” and delivered to the Yolo County Department of Financial Services (“Yolo DFS”). Upon receipt of said sums by the Yolo DFS, Yolo DFS shall execute and record a deed conveying the title to said property to PURCHASER and after recordation the deeds will be returned to PURCHASER by the County Clerk/Recorder.

3. **No Representation.** The SELLER makes no representation concerning the condition of title to the subject property. The SELLER does not warrant title to the property or make any representations concerning the title. Additionally, the SELLER makes no representation concerning the physical condition of the subject property and the PURCHASER acknowledges that it is not relying upon any statements or representations of the SELLER concerning the subject property and is purchasing the subject property in its 'as is' condition.

4. **Other Expenses.** The PURCHASER shall pay the other expenses in addition to the purchase price of the property, including but not limited to: the cost of giving notice of this agreement, the cost of publishing or posting the notice of agreement, the cost of obtaining a clear title to the property, and the expenses incurred in the payment, compromise, or other method of removal of any liens or adverse claims against the property.

5. **Intent of Use.** The public purpose and specified intent of use set forth by the PURCHASER for the purchased property is as follows:

For sewer purposes, including but not limited to operation and maintenance of sewage pumping station.

6. **Jurisdiction Boundaries.** If the PURCHASER is a 'district' as defined by Government Code 56036(a), the purchased property must be within their jurisdiction, unless a letter from PURCHASER's legal counsel stating that either the sphere of influence has been extended by the Local Agency Formation Commission (LAFCo) to include the property or the property may be purchased without conflict with sphere of influence parameters.

7. **Real Property Taxes, Fiscal Year 2021-2022.** The purchase price does not include the property taxes for Fiscal Year 2021-2022. The PURCHASER shall be responsible for payment in full of the Fiscal Year 2021-2022 property taxes for the property in addition to the purchase price.

8. **Treated as a Single Transaction.** The SELLER shall sell the Property as a single transaction to the PURCHASER in consideration of the receipt of the payments in listed in this agreement.

9. **Redemption.** If any of the properties listed in Exhibit A are redeemed prior to the effective date of this agreement, this agreement shall be null and void as to that property or properties. Notwithstanding the foregoing, the agreement shall be binding and shall remain in full force and effect with respect to any remaining property(s).

10. **Void/Incomplete Purchase.** This Agreement shall become null and void and the right of redemption restored upon the failure of the PURCHASER to comply with the terms and conditions of this agreement prior to the tax deed recordation. The PURCHASER will be required to reimburse the Tax Collector for the costs for producing notice, publication, and actual costs incurred for preparing and conducting the agreement sale if these expenses have already been incurred.

11. **Indemnity.** To the extent authorized by law, the PURCHASER shall indemnify the SELLER from and against any and all liability, loss, costs, damages, attorney's fees, and other expenses which the SELLER may sustain or incur by reasons of a challenge to validity of the tax default sale of the Property. Pursuant to California Revenue and Taxation Code section 3809, a proceeding based on alleged

invalidity or irregularity of any proceeding instituted can only be commenced within one year after the date of execution of the Tax Collector's deed.

12. **Environmental Condition of Property.** The property acquired pursuant to this Agreement may contain hazardous wastes, toxic substances, or other substances regulated by federal, state, and local agencies. The SELLER in no way whatsoever assumes any responsibility, implied or otherwise, and makes no representations that the property (s) are in compliance with federal, state, or local laws governing such substances. The SELLER in no way assumes any responsibility, implied or otherwise, for any costs or liability of any kind imposed upon or voluntarily assumed by the PURCHASER or any other owner to remediate, clean up, or otherwise bring into compliance according to federal, state, or local environmental laws property purchased.

13. **CERCLA.** The SELLER and the PURCHASER agree that under United States Code, title 42, section 9601(20)(D), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) expressly excludes local and state governments from clean up liability for properties they acquire as a result of tax delinquencies. Notwithstanding this provision, the PURCHASER shall defend, indemnify, and hold harmless the SELLER, its board of supervisors, officers, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this agreement, regardless of whether caused in part by a party indemnified hereunder, including but not limited to allegations that the SELLER and/or the SELLER's officers, directors, agents, employees, or volunteers are liable for costs or other charges related to the remediation, clean up, or other work necessary to bring any property purchased under this agreement into compliance with deferral, state, or local environmental laws.

14. **Assignment.** This Agreement may not be assigned by either party. Further, the Property acquired by PURCHASER may not be assigned, sold, or transferred for one year following the acquisition.

15. **Signatures.** The person executing this Agreement affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of PURCHASER and to bind PURCHASER to the terms and conditions of this Agreement. This document is being executed in counterpart each of which constitutes an original.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between PURCHASER and SELLER and supersedes all prior negotiations, representations, or agreements, whether written or oral regarding this subject matter. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

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

PURCHASER

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, a county district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700

By *Christoph Dobson*
Christoph Dobson
District Engineer (General Manager)
Under delegated authority by:
Resolution No.: SR-2900
Dated: October 11, 2017

Approved as to Form:
Deon C. McCrene
Counsel for District

SELLER

COUNTY OF YOLO, a political subdivision of the State of California

By _____
Angel Barajas, Chair
Board of Supervisors

Attest:
Julie Dachtler, Deputy Clerk
Board of Supervisors

By _____
(Seal)

Approved as to Form:
Eric May / N.O.
Eric May, Senior Deputy County Counsel

Pursuant to the provisions of Revenue and Taxation Code section 3795, the Controller approves the foregoing agreement this _____ day of _____, 2020 is approved.

BETTY T. YEE, CALIFORNIA STATE CONTROLLER

By: _____

Pursuant to the provisions of Revenue and Taxation Code section 3775, the governing body of the SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT hereby agrees to the selling price as provided in this agreement.

ATTEST: SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT

By: *Christoph Dobson* DISTRICT ENGINEER

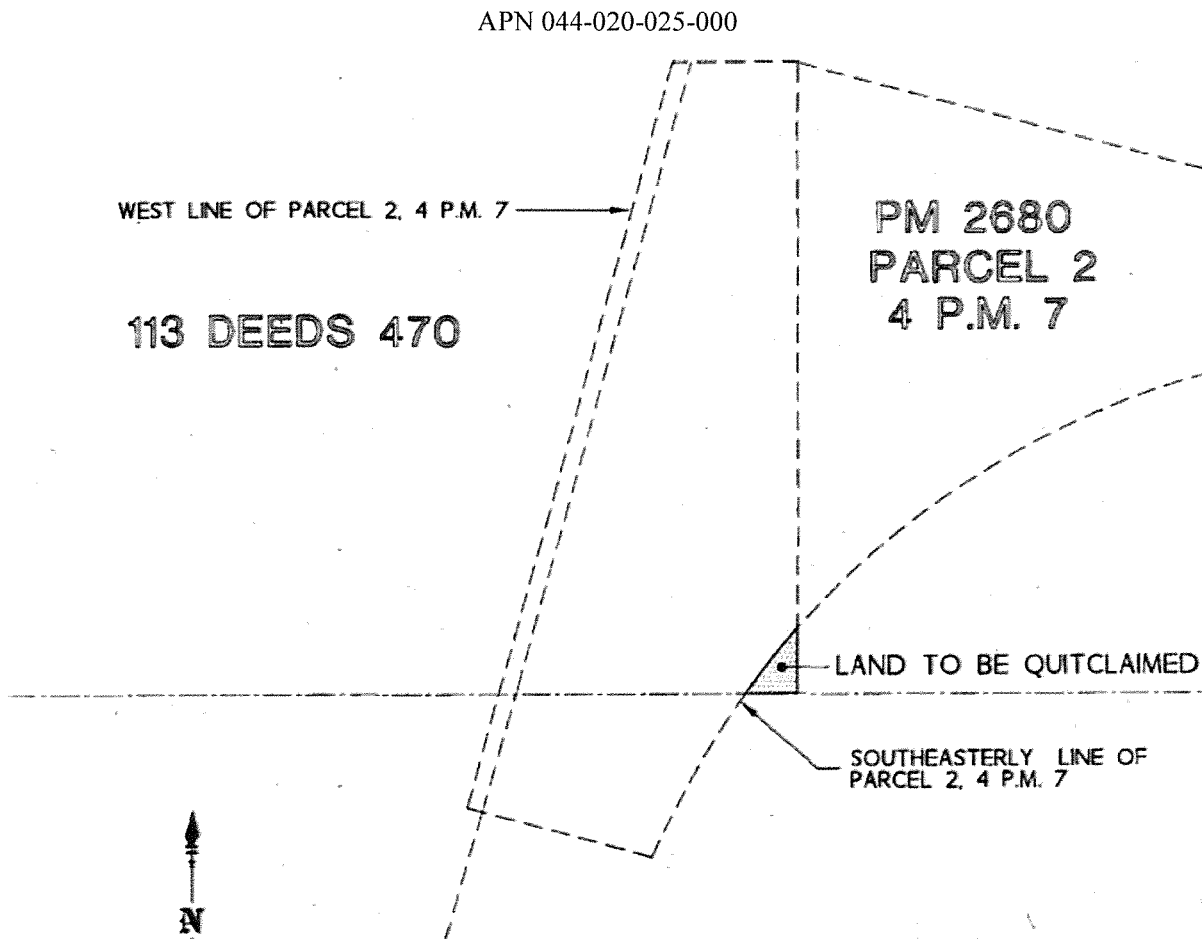
Exhibit A

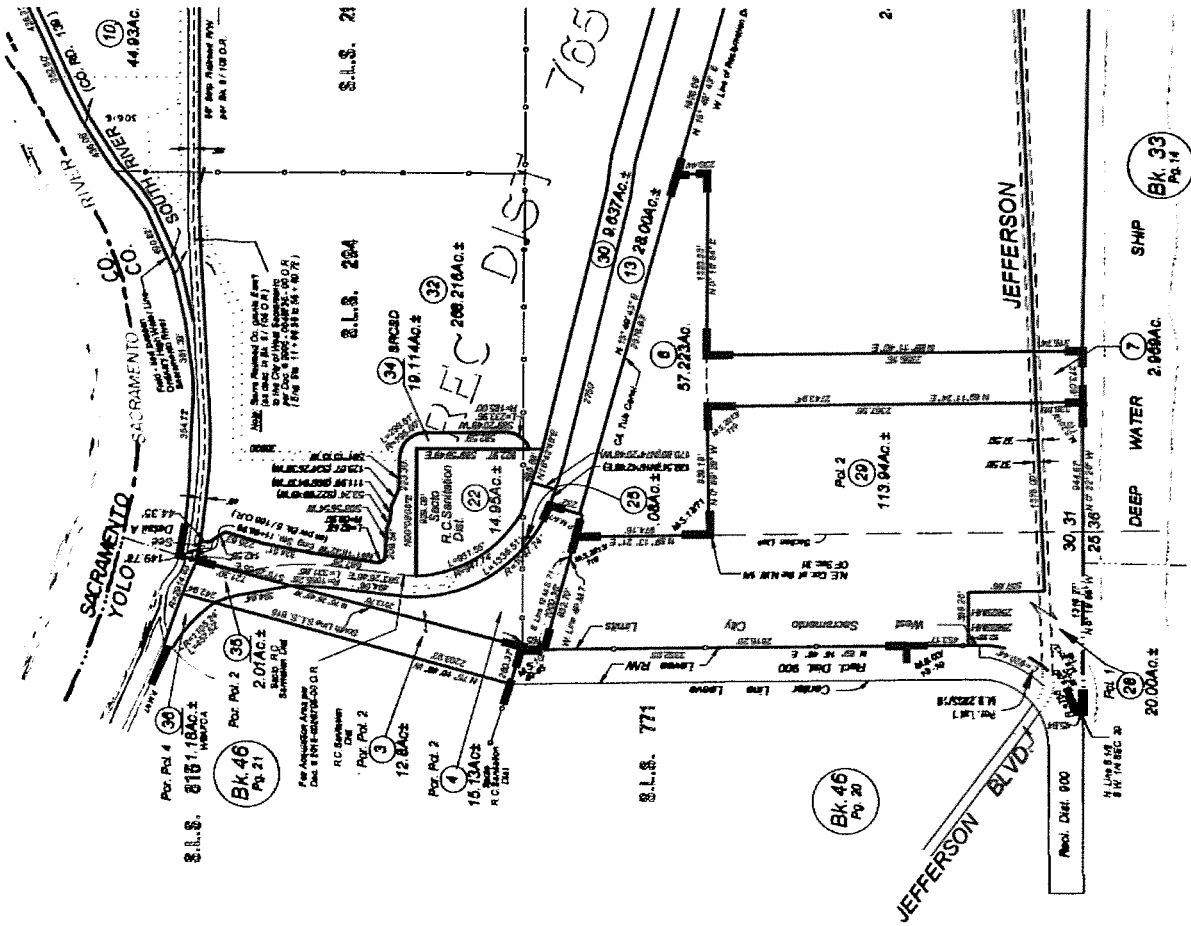
All that certain real property situate in the County of Yolo, State of California and being a portion of the lands described in the Deed recorded in Book 113, Page 470, Official Records of said County;

Excepting Therefrom all that portion of land lying westerly of the West line of Parcel 2 as shown on Parcel Map No. 2680, filed for record in Book 4 of Parcel Maps, at Page 7, Official Records of said County;

Also Excepting Therefrom all that portion of land lying northwesterly of the southeasterly line of said Parcel 2.

Carl R. C.de Baca PLS 5854
License Expires December 31, 2006





2.

Bk. 33
Pg. 14

Bk. 46
Pg. 20

Bk. 46
Pg. 21

Bk. 46
Pg. 21

Bk. 46
Pg. 21

DEEP WATER 2.88AC

SHIP 7

20.00AC ±

Parcel 28

Parcel 29

Parcel 30

Parcel 31

Parcel 32

Parcel 33

Parcel 34

Parcel 35

Parcel 36

Parcel 37

Parcel 38

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