

## AGREEMENT TO PURCHASE TAX DEFAULTED PROPERTY

This agreement is made this (day) day of (month), (year) by and between the (county) County Board of Supervisors and (purchasing entity), in accordance with provisions of California law. The County (“SELLER”), subject to the State Controller’s approval, does hereby agree to sell to (purchaser) (“PURCHASER”) the real property described in Exhibit ‘A’ of this agreement.

The real property situated within said county, hereinafter set forth and described in Exhibit ‘A’ of this agreement, is tax defaulted and is subject to the power of sale by the tax collector of said county for the nonpayment of taxes.

The PURCHASER agrees to pay the sum of \$(price) and which is tendered in the form of (cash/negotiable paper/etc) with this document.

The following is a *sample listing* of terms and conditions, any of which may be included in Chapter 8 Sale Agreements at the discretion of the County. ***This list is not inclusive and pursuant to California Revenue and Taxation Code sections 3795.5 and 3794.3 the board of supervisors may establish conditions of sale.***

Consultation with county counsel is recommended before establishing conditions of sale

In consideration of the mutual promises herein set forth, the parties mutually agree as follows:

- 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.
- Purchase and Evidence of Title. Within 21 days from the effective date of this agreement, the PURCHASER agrees to pay a sum sufficient to redeem the delinquent property taxes pursuant to California Revenue and Taxation Code section 3793.1(a) or a reduced price 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. The PURCHASER agrees to pay the amount specified in Exhibit ‘\_\_\_’ for the properties described in Exhibit ‘A’. Payment shall be in cash or certified funds payable to the (county) County Tax Collector. Upon receipt of said sums by the Tax Collector, the Tax Collector shall execute and record a deed conveying the title to said property to PURCHASER and after recordation the deeds will be returned to the purchaser by the County Clerk/Recorder.
- 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.
- 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 the notice of agreement, the cost of publishing or posting the notice of agreement, the cost of proceeding to obtain a clear title to the property,

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and the expenses incurred in the payment, compromise, or other method of removal of any liens or adverse claims against the property.

- Intent of Use. The public purpose and specified intent of use set forth by the PURCHASER for the purchased property is as follows: \_\_\_\_\_
- 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 purchasers' legal counsel stating that either the 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.
- Real Property Taxes, Fiscal Year (current)-(current): The purchase price does not include the property taxes for Fiscal Year (current)-(current). The PURCHASER shall be responsible for payment in full of the Fiscal Year (current)-(current) property taxes for the property in addition to the purchase price.
- Treated as a Single Transaction: The SELLER shall sell the property(s) listed in Exhibit '\_\_\_' as a single transaction to the PURCHASER in consideration of the receipt of the payments in listed in this agreement.
- Redemption: If any of the properties listed in Exhibit '\_\_\_' 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).
- 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.
- Indemnity: 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 described in Exhibit '\_\_\_'. 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.
- 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

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remediate, clean up, or otherwise bring into compliance according to federal, state, or local environmental laws property purchased.

- 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.

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The undersigned hereby agree to the terms and conditions of this agreement and are duly authorized to sign for said agencies.

**Note: If more than one executed copy is required, add the following statement above the signature block:**

This document is being executed in counterpart each of which constitutes an original

ATTEST:

\_\_\_\_\_  
PURCHASER

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK OF THE BOARD OF SUPERVISORS

By: \_\_\_\_\_

By: \_\_\_\_\_  
DEPUTY

By: \_\_\_\_\_

**Note: If the property is located within the boundaries of a city, add this signature block:**

Pursuant to the provisions of Revenue and Taxation Code section 3775, the governing body of the City of (city) hereby agrees to the selling price as provided in this agreement.

ATTEST:

\_\_\_\_\_  
DEPUTY

CITY OF \_\_\_\_\_  
By: \_\_\_\_\_

**Note: If the agreement is with the State or a county, use this signature block:**

Pursuant to the provisions of Revenue and Taxation Code section 3775, the Controller agrees to the selling price hereinbefore set forth and, pursuant to the provisions of section 3795, approves the foregoing agreement this (day) day of (month), (year) is approved.

MALIA M. COHEN, CALIFORNIA STATE CONTROLLER

By: \_\_\_\_\_

**Note: For agreements with agencies other than the State or a county, use this signature block:**

Pursuant to the provisions of Revenue and Taxation Code section 3795, the Controller approves the foregoing agreement this (day) day of (month), (year) is approved.

MALIA M. COHEN, CALIFORNIA STATE CONTROLLER

By: \_\_\_\_\_