

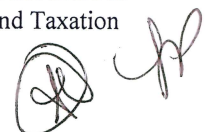
AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY

This Agreement is made this _____ day of _____, _____, by and between the COUNTY of Santa Barbara, a political subdivision of the State of California ("COUNTY"), and the Cuyama Valley Recreation District ("PURCHASER"), pursuant to the Provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

The real property situated within said county, hereinafter set forth and described in 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, pursuant to provisions of law. The assessee recorded on the power to sell for this real property is **Estado Home Loan Company, a California corporation, as to an undivided 50% interest.**

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

1. That, as provided by Revenue and Taxation Code section 3800, the cost of giving notice of this Agreement shall be paid by the PURCHASER.
2. That the PURCHASER agrees to pay a sum sufficient to redeem the delinquent property taxes pursuant to 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. PURCHASER agrees to pay the amount of \$ 8,911.51 for the real property described in Exhibit "A" within thirty (30) days after the date this Agreement becomes effective. Upon payment of said sum to the tax collector, the tax collector shall execute and deliver a deed conveying title to said property to PURCHASER.
3. That the property sold pursuant to this Agreement is offered and sold as is. The State, the COUNTY, and each employee of those entities acting in the employee's official capacity in preparing, conducting, and selling property under this Agreement are not liable for any known or unknown conditions of the property, including, but not limited to, contaminated or damaged property, or errors in the Assessor's records. PURCHASER acknowledges that it is not relying upon any statements or representations of the COUNTY concerning the subject property.
4. That the COUNTY makes no representation concerning the condition of title to the subject property or any liens on the property. The COUNTY does not warrant title to the property or make any representations concerning the title. Additionally, the PURCHASER shall pay the other expenses in addition to the purchase price of the property, including but not limited to the cost of proceeding to obtain 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. That the parcels acquired pursuant to this Agreement may contain hazardous wastes, toxic substances, or other substances regulated by federal, state, and local agencies. The COUNTY in no way assumes any responsibility, implied or otherwise, and makes no representations that the parcels are in compliance with federal, state, or local laws governing such substances. The COUNTY in no way assumes any responsibility, implied or otherwise, for any costs or liability of any kind imposed upon or voluntarily assumed by PURCHASER or any other owner to remediate, clean up or otherwise bring into compliance according to federal, state, or local environmental laws any parcel purchased.
6. The PURCHASER shall indemnify and hold harmless the COUNTY and its officers, employees, and agents from and against any and all liability, loss, costs, damages, attorneys' fees, and other expenses which they may sustain or incur by the sale of the property described in Exhibit "A".
7. That if any individual parcel listed in Exhibit "A" is withdrawn by the COUNTY or redeemed prior to the effective date of this Agreement, this Agreement shall be null and void as to that individual parcel. Notwithstanding the foregoing, the Agreement shall be binding and shall remain in full force and effect with respect to any remaining parcel(s).
8. Given that the effective date of the sale is estimated, any taxes owed for the 2016-17 fiscal year ("current year") taxes, delinquent penalties, and costs will be paid by the PURCHASER prior to receiving title to the properties.
9. That the PURCHASER agrees to use the parcel(s) for public purpose under the following intent:
The mission of the Cuyama Valley Recreation District is to provide wholesome recreational opportunities for the residents of the Cuyama Valley. The purpose of this property is to provide a park that will allow for the mission of the District to be carried out to the fullest extent. This property currently has a football/soccer field, two softball fields, a lawnmower race track, and a vast amount of open space.
10. That, if said PURCHASER is a taxing agency as defined in Revenue and Taxation Code section 121 or any other agency that receives its revenue share under the provisions of Division 1, Part 8, Chapter 3 of the Revenue and Taxation Code, it will not share in the distribution of the payment required by the Agreement as defined by section 3791 and section 3720 of the Revenue and Taxation Code.



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11. That this Agreement may be executed in counterparts, each of which constitutes an original.

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

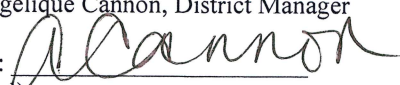
PURCHASER
CUYAMA VALLEY RECREATION DISTRICT

DATED: 9/13/16



Laura Price, Board Chairperson

ATTEST:
Angelique Cannon, District Manager

By: 

(seal)

COUNTY OF SANTA BARBARA

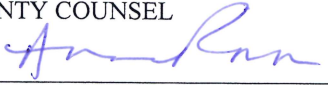
DATED: _____

Chair, Board of Supervisors

ATTEST:
MONA MYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

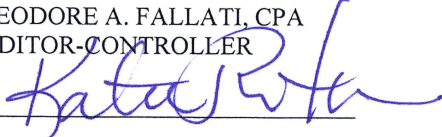
By: _____
Deputy Clerk
(seal)

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: 

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

BETTY T. YEE, CALIFORNIA STATE CONTROLLER

By: _____

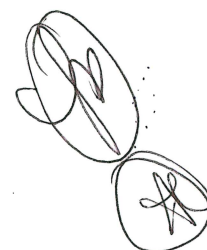
EXHIBIT "A"

An undivided 50% interest in and to:

Block S in the Townsite of New Cuyama, in the County of Santa Barbara, State of California, according to the map thereof recorded September 18, 1950 in Book 15 at Page 296, et seq., of Maps, in the office of the County Recorder of said County.

Excepting from each of said lots and blocks, all asphaltum, petroleum, coal and other minerals within or underlying said land without, however, any right to enter upon the surface of said land for a period of 15 years from April 21, 1950 and so long thereafter as all or any portion of said premises is used as a site for any part of any incorporated or unincorporated town or city, to explore for, develop and remove any of said substances in and under or recoverable from said premises or in and under or recoverable from real property adjacent thereto, but not necessarily contiguous thereto, but with the right to explore, develop or remove said substances by means of wells and equipment having a surface location outside the boundaries of said lands, as excepted and reserved in those certain deeds to Richfield Oil Corporation, recorded in Book 907 at Page 243; in Book 907 at Page 244; in Book 907 at Page 247; in Book 924 at Page 497; in Book 924 at Page 499; in Book 925 at Page 3; and in Book 925 at Page 6, all of Official Records.

Assessor's Parcel No. 149-040-002

A circular stamp containing handwritten initials or a signature, possibly "R" or "A", located in the bottom right corner of the page.