

ATTACHMENT 3

Agreement to Purchase Tax-Defaulted Property

AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY

This agreement is made this 1st day of October, 2019 by and between the Santa Barbara County Board of Supervisors, State of California, and the Santa Barbara County Flood Control and Water Conservation District, as a dependent special district, State of California, in accordance with provisions of California law. The Santa Barbara County Board of Supervisors (“*COUNTY*”), subject to the State Controller’s approval, does hereby agree to sell to the Santa Barbara County Flood Control and Water Conservation District, as a dependent special district (“*PURCHASER*”), the real property described in Exhibit "A" of this agreement.

The real property, Assessor Parcel Number 027-081-013, 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.

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 \$10,824.90 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 2019-20 fiscal year (“current year”) taxes, delinquent penalties, and costs will be paid by the *PURCHASER* prior to receiving title to the properties.

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9. That the PURCHASER agrees to use the parcel(s) for public purpose under the following intent:

In general, and as stated in the Legislative Act (California Water Code Appendix Chapter 74, Santa Barbara County Flood Control and Water Conservation District Act), the District was formed to "...protect from such flood and storm waters the watercourses, watersheds, harbors, public highways, life and property in said district, ...". The property, and those surrounding, are located within a special flood hazard area. Acquiring this property and preserving the open space will further the District's mission goals of protecting property from such flood and storm waters.

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.

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

AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY

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

This document may be executed in counterpart each of which constitutes an original.

ATTEST:

MONA MIYASATO, EX-OFFICIO
CLERK OF THE BOARD OF DIRECTORS
OF THE SANTA BARBARA COUNTY
FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

PURCHASER


SANTA BARBARA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By: _____
DEPUTY

STEVE LAVAGNINO, CHAIR
BOARD OF DIRECTORS

DATED: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By:  _____

DEPUTY COUNTY COUNSEL FOR
THE SANTA BARBARA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

ATTEST:

MONA MYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA

By: _____
DEPUTY


STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

DATED: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By:  _____
DEPUTY COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
BESTY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:  _____
DEPUTY

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By:  _____
DEPUTY

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

BETTY T. YEE, CALIFORNIA STATE CONTROLLER

By: _____

EXHIBIT "A"

The land referred to in this policy is described as follows:

Real property in the City of Santa Barbara, County of Santa Barbara, State of California, described as follows:

THAT PORTION OF SANTA BARBARA CITY BLOCK 37, IN THE CITY OF SANTA BARBARA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL TWO OF JUDGEMENT RECORDED FEBRUARY 25, 1924 AS FILE NO. 1398 IN BOOK 3, PAGE 337 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITH THE TRACT OF LAND DESCRIBED IN GRANT DEED TO R. C. LANDRY RECORDED NOVEMBER 22, 1935 AS INSTRUMENT NO. 8289 IN BOOK 343, PAGE 259 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITH THE LAND DESCRIBED IN TRUSTEE'S DEED TO THE LAND AND BUILDING ASSOCIATION OF SANTA BARBARA, RECORDED JULY 22, 1936 AS INSTRUMENT NO. 5622, IN BOOK 369, PAGE 281 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITH THE TRACT OF LAND DESCRIBED IN GRANT DEED TO WILFRED A. SHEPPARD AND ELIZABETH S. SHEPPARD, RECORDED MARCH 6, 1951 AS INSTRUMENT NO. 3727, IN BOOK 975, PAGE 330 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE TRACT OF LAND DESCRIBED IN GRANT DEED TO JULIE ANN FELIX, RECORDED AUGUST 1, 1994 AS INSTRUMENT NO. 94-060944 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITH THE LAND DESCRIBED IN THE GRANT DEED TO RUSSELL D. LONG AND CARROLL W. LONG, RECORDED MARCH 4, 1968 AS INSTRUMENT NO. 7495 IN BOOK 2223, PAGE 1316 OF OFFICIAL RECORDS OF SAID COUNTY.

APN: 027-081-13