

AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY BY AND BETWEEN THE
COUNTY OF LAKE AND THE KONOCTI COUNTY WATER DISTRICT

This Agreement is made this _____ day of _____, 2019, by and between the Board of Supervisors of Lake County, State of California, and the Board of Directors of the Konocti County Water District, as a Special District pursuant to the Provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

RECITALS

WHEREAS, the real property situated within Lake 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.

NOW THEREFORE, the County of Lake (hereinafter, "Seller"), subject to the approval of the California State Controller as more particularly described in Section 5 hereinbelow, does hereby agree to sell to the Konocti Water District (hereinafter, "Purchaser") the real property described in Exhibit "A" of this Agreement, and in consideration of the mutual promises set forth herein, the parties further agree as follows:

1. Costs of Notice. As provided by Revenue and Taxation Code section 3800, the cost of giving notice of this agreement and the cost of publication or posting that notice shall be paid by the Purchaser.
2. Purchase. The length of the approval and notice process shall determine the effective date of the sale and final purchase price. Within twenty-one (21) days from the effective date of the sale, Purchaser agrees to pay a sum sufficient to redeem the delinquent property taxes pursuant to Revenue and Taxation Code section 3793.1, subdivision (a). 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. Public Purpose of the Acquisition. That the Purchaser agrees to use the parcel(s) for public purpose: To implement a pipeline project for the benefit of the Konocti County Water District and its ratepayers which will improve water quality and enhance water supply and service.

4. Taxing Agency. If 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.
5. 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 described in Section One of this Agreement is completed.
6. No Representation as to Condition of Property. The County, as 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. Seller further makes no representation concerning the physical condition of the subject property and the District, as Purchaser, acknowledges 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.
7. Indemnity. The Purchaser shall indemnify the Seller from and against any and all liability, loss, costs, damages, attorneys' 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 "A". 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.
8. Environmental Conditional of the 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 and makes no representations that the property is in compliance with federal, state, or local laws governing such substances. The Seller in no way assumes any responsibility 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 subject property into compliance according to federal, state, or local environmental laws.

9. Treated as a Single Transaction. Seller shall sell the subject property more particularly described in Exhibit "A" hereto as a single transaction to the Purchaser in consideration of the receipt of the payments described herein.
10. Void or Incomplete Purchase.
- a. If all or any portion of the subject property is redeemed prior to the effective date of this agreement, this Agreement shall be null and void.
- b. This Agreement shall become null and void and the right of redemption restored upon the failure the Purchaser to comply with the terms and conditions of this Agreement prior to the tax deed recordation. In such a case, the Purchaser shall be required to reimburse the Tax Collector for the producing notice, publication, and actual costs incurred for preparing and conducting the Agreement sale if these expenses have already been incurred.
11. CERCLA. The Seller and the Purchaser agree that under the 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, agents, and employees from any and all claims, actions, liabilities, losses, damages, and costs, including 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, 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 federal, state, or local environmental laws.
12. Counterparts. This document is being executed in counterpart each of which constitutes an original.

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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.

Board of Supervisors, Chair
COUNTY OF LAKE

[SEAL]

Board of Directors
KONOCTI COUNTY WATER DISTRICT

[SEAL]

ATTEST: CAROL J. HUCHINGSON
Clerk to the Board of Supervisors

APPROVED AS TO FORM:
ANITA L. GRANT

By: _____
Deputy

By: _____

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

BETTY YEE, CALIFORNIA STATE CONTROLLER

By: _____

EXHIBIT "A"

All that real property situated in the County of Lake, State of California, and more particularly described as:

Assessor's Parcel Number - 040-340-440-000

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 13 NORTH, RANGE 7 WEST, M.D.M., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THAT CERTAIN TRACT CONVEYED BY JAMES O. LANDIS, ET UX., TO VICTOR A MYERS, BY DEED DATED AUGUST 20, 1953, OF RECORD IN BOOK 237 OF OFFICIAL RECORDS OF LAKE COUNTY AT PAGE 437, DISTANT THEREON SOUTH 88° 13' 08" EAST (GIVEN AS SOUTH 89° 11' EAST IN SAID DEED AND BEING THE SAME LINE), 207.64 FEET FROM THE MOST WESTERLY CORNER OF SAID MYERS TRACT; THENCE LEAVING SAID NORTH LINE AND RUN SOUTH 01° 46' 52" WEST 100.00 FEET, MORE OR LESS TO A ONE HALF INCH IRON ROD TAGGED L.S. 2581 ON THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED CONVEYED BY VICTOR A. MYERS, ET UX., TO CLIFFORD E. PAULSEN, RECORDED JULY 27, 1961 IN BOOK 356 OF OFFICIAL RECORDS OF LAKE COUNTY AT PAGE 218; THENCE SOUTH 88° 13' 08" EAST 120 FEET, MORE OR LESS, ALONG THE NORTH LINE OF SAID PAULSEN TRACT, TO A ONE HALF INCH IRON ROD TAGGED L.S. 2581 ON THE WEST LINE OF THE CERTAIN TRACT OF LAND CONVEYED BY VICTOR A. MYERS, ET UX., TO ELMER A. LAMB, ET UX., RECORDED JULY 27, 1961 IN BOOK 356 OF OFFICIAL RECORDS OF LAKE COUNTY AT PAGE 215; THENCE NORTH 01° 46' 52" EAST ALONG THE WEST LINE OF SAID LAMB TRACT: 100 FEET TO A ONE HALF INCH IRON TAGGED L.S. 2581 ON THE NORTH LINE OF SAID MYERS TRACT; THENCE ALONG SAID NORTH LINE NORTH 88° 13' 08" WEST 120.00 FEET TO THE POINT OF BEGINNING.