

## **AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY**

This Agreement is made this 9<sup>th</sup> day of February, 2021 by and between the **COUNTY OF HUMBOLDT**, a political subdivision of the State of California ("COUNTY"), and the **CITY OF EUREKA**, ("PURCHASER") in accordance with provisions of California law with reference to the following facts:

### **R E C I T A L S**

A. 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, pursuant to provisions of law.

### **A G R E E M E N T**

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

1. Payment for Notice. As provided by Section 3800 of the Revenue and Taxation Code, PURCHASER shall pay the cost of giving notice of this Agreement and the cost of publication or posting the Notice of Agreement.
2. Purchase and Evidence of Title. Within twenty-one (21) days from the effective date of this Agreement, PURCHASER also 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 specified in Exhibit "A" for the properties described in Exhibit "A": Payment shall be by Humboldt County Journal Voucher, cash or certified funds payable to the County Tax Collector. Upon receipt of said sums by the Tax Collector, the Tax Collector shall execute and record a deed conveying title to said property to PURCHASER and after recordation the deeds will be returned to the purchaser by the County Clerk/Recorder.
3. No Representation. COUNTY makes no representation concerning the condition of title to the subject property. Additionally, COUNTY makes no representation concerning the physical condition of the subject property and PURCHASER acknowledges that it is not relying upon any statements or representations of the COUNTY concerning the subject property and is purchasing the subject property in its "as is" condition.
4. Other Expenses. 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. Real Property Taxes, Fiscal Year 2020-2021. The purchase price does include property taxes for Fiscal Year 2020-2021. Any refund pursuant to Revenue and Taxation Code Section 4986 will be issued for the period of time from the tax deed recordation date to June 30, 2021.
6. Treated as A Single Transaction. COUNTY shall sell the parcel listed in Exhibit "A" as a single transaction to the PURCHASER in consideration of the receipt of the payments in paragraphs 1. through 3.
7. Redemption. If the parcel listed in Exhibit "A" is redeemed prior to the effective date of this agreement, this Agreement shall be null and void. Notwithstanding the foregoing, the Agreement shall be binding and shall remain in full force and effect with respect relative to that parcel.
8. Purchaser's Default. This Agreement shall become null and void and the right of redemption restored upon the PURCHASER'S failure 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 providing notice, publication, and actual costs incurred for preparing and conducting the Chapter 8 Agreement Sale if these expenses have already been incurred.
9. Indemnity. The PURCHASER shall indemnify COUNTY from and against any and all liability, loss, costs, damages, fees of attorneys, and other expenses which COUNTY may sustain or incur by reason of a challenge to the validity of the tax-default sale of the property described in Exhibit "A". Pursuant to Section 3809 of the California Revenue and Taxation Code, 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. Therefore, PURCHASER may find it prudent to delay any improvement on the property for this one-year period.
10. Environmental Condition of Property. The parcel acquired pursuant to this Agreement may contain hazardous wastes, toxic substances, or other substances regulated by federal, state, and local agencies. COUNTY in no way whatsoever 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. 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.



11. CERCLA. COUNTY and PURCHASER agree that, under 42 U.S.C. § 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, PURCHASER shall defend, indemnify, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all demands, 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 COUNTY and/or COUNTY'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 parcel purchased under this Agreement into compliance with federal, state, or local environmental laws.
12. Approval by State Controller. Revenue and Taxation Code Section 3795 requires this Agreement to be submitted to and approved by the California State Controller before it becomes final. The Agreement is not in effect until State Controller authorization is received.

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

ATTEST:

By: 

Pamela Powell  
Assistant City Manager/City Clerk

CITY OF EUREKA

By: 

Brian Gerving  
Director of Public Works

(SEAL)

ATTEST:

By:   
Clerk of the Board of Supervisors

By: Ryan Sharp  
Deputy

BOARD OF SUPERVISORS OF  
HUMBOLDT COUNTY

By: Virginia Bass  
Virginia Bass

By: Virginia Bass  
Chairperson

(SEAL)

Pursuant to the provisions of Section 3795 of the Revenue and Taxation Code, the  
Controller approves the foregoing agreement this \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

CALIFORNIA STATE CONTROLLER

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

Betty Yee

## Exhibit A

On January 12, 2021 the City of Eureka objected to the sale of the following County of Humboldt tax defaulted property scheduled for Chapter 7 public tax sale from February 26 – 28, 2021, and has made a purchase request for this same property per City Resolution # 2021-02.

APN: 007-112-001-000

ADDRESS: No Situs

### Property Description:

COMMENCING on the easterly line of the strip of land conveyed to Northwestern Pacific Railroad Company, by deed dated August 23, 1934 and recorded in Book 216 of Deeds, page 117, Humboldt County records, where the same is intersected by the southerly line of Mill Street, all according to the map of Broadway Development filed in the Recorder's Office of said Humboldt County, April 8, 1948 in Book 12 of Maps, page 56; and running thence Southerly along the easterly line of said railroad strip, 528.18 feet to the northerly line of parcel of land conveyed to Dewey H. Myers, et al, by deed dated July 6, 1948 and recorded July 23, 1948 Humboldt County records;

thence Northerly, parallel with Broadway along a line distant 282.64 feet Westerly from Broadway (measured at right angles thereto) a distance of 429.20 feet to Mill Street;

and thence Westerly, along Mill Street, 307.74 feet, to the point of beginning.

PUBLIC PURPOSE / INTENDED USE: The specified intent of use set forth by the PURCHASER for the purchased property is for future implementation or mitigation of City projects.

MINIMUM BID: \$ 8,600