

Attachment A

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AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY

This agreement is made this 13th day of August 2024 by and between the County of Monterey Board of Supervisors (“County”) and the City of Greenfield, pursuant to the provisions of Division 1, Part 6, Chapter 8 of the Revenue and Taxation Code. The County (“*SELLER*”), subject to the State Controller’s approval, does hereby agree to sell to the City of Greenfield (“*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, pursuant to provisions of law.

It is mutually agreed as follows:

- 1) Cost of Notice: As provided by Revenue and Taxation Code section 3800, the cost of giving notice of this agreement shall be paid by the *PURCHASER*.
- 2) Purchase Price and Evidence of Title: The *PURCHASER* agrees to pay the sum of forty-one thousand three hundred thirty dollars (\$41,330) (“*PURCHASE PRICE*”) for the real property described in Exhibit ‘A’ within fourteen (14) days from the effective date of this agreement, which amount will be sufficient to redeem the delinquent property taxes pursuant to California Revenue and Taxation Code section 3793.1. Payment of the *PURCHASE PRICE* shall be in cash or certified funds payable to the County of Monterey Treasurer-Tax Collector. Upon receipt of said sum by the Tax Collector, the Tax Collector shall execute and record a deed conveying title to said property to the *PURCHASER* and after recordation, the deeds will be returned to the *PURCHASER* by the County of Monterey Clerk-Recorder.
- 3) Taxing Agency: *PURCHASER* is a taxing agency as defined in Revenue and Taxation Code Section 121 and 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.
- 4) Intent of Use: The *PURCHASER* agrees to use the parcel for public purpose under the following intent: The parcel will be used as a public right of way.
- 5) Redemption: If the parcel described in Exhibit ‘A’ is redeemed prior to the effective date of this agreement, this agreement shall be null and void.
- 6) Approval by the State Controller: That *PURCHASER* acknowledges 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.
- 7) No Representation: That 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.
- 8) Other Expenses: That 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 agreement, the cost of publishing or posting the notice of agreement, the cost of any 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.

- 9) 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 County of Monterey Treasurer-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.
- 10) 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 '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.
- 11) 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 is 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 remediate, clean up, or otherwise bring into compliance according to federal, state, or local environmental laws property purchased.
- 12) 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.

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

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

ATTEST:

City of Greenfield
Paul Wood
City Manager

DocuSigned by:
By: Paul Wood
0CA72D8E83414E0...

ATTEST:

Board of Supervisors
Valerie Ralph
Clerk of the Board of Supervisors

By: _____

By: _____
Deputy

By: _____
Chair

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

ATTEST:

Paul Wood
City Manager

CITY OF Greenfield

DocuSigned by:
By: Paul Wood
0CA72D8E83414E0...

Pursuant to the provisions of Revenue and Taxation Code section 3795, the Controller approves the foregoing agreement on this (____) day of (____), (____) is approved.
Day Month Year

MALIA M. COHEN, CALIFORNIA STATE CONTROLLER

By: _____

Exhibit A

Description	First Year Defaulted	Default Number	Purchase Price
APN 109-116-003-000 Power to Sell Tax-Defaulted Property Document 2023020627 Lot 3 on Track No. 1525 Greenfiled CA 93927	2017-2018	DEF180000554	\$40,500.00

Legal Description**PARCEL ONE:**

Lot 3, as said Lot is shown and so designated on that certain Map entitled “Tract No. 1525, The Vines at Greenfield”, filed July 7, 2016 in the office of the County Recorder of the County of Monterey, State of California, in Volume 24 of Maps, Cities and Towns, at Page 47.

PARCEL TWO:

A non-exclusive easement for vehicular Ingress and egress and public utilities over Lot 3 as shown on entitled “Tract No. 1525, The Vines at Greenfield”, filed July 7, 2016 and as shown above.

Exhibit A

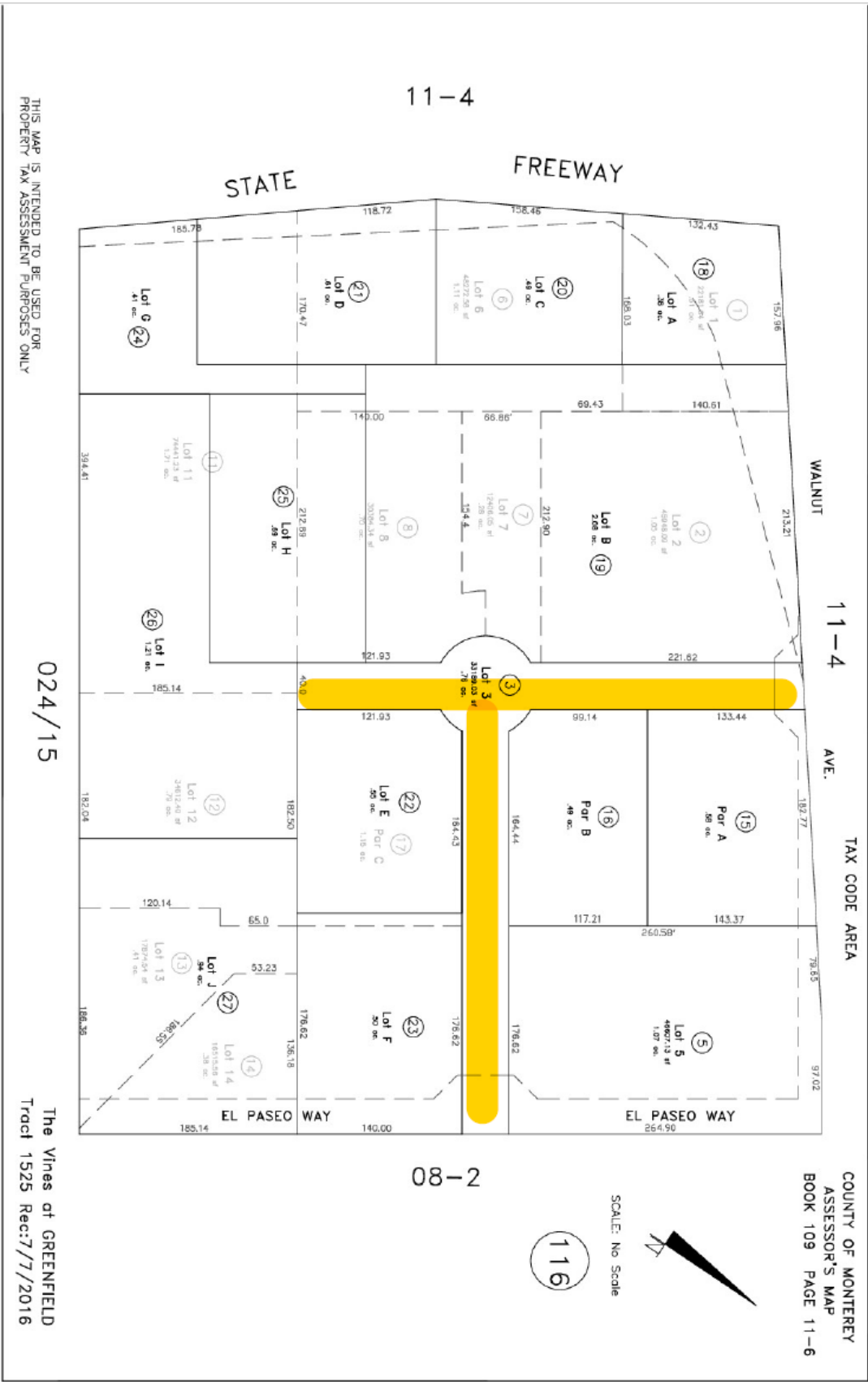


Exhibit A

RECORDING REQUESTED BY:
COUNTY OF MONTEREY TAX COLLECTOR

When recorded, return to:
MARY A. ZEEB
County of Monterey Tax Collector
Post Office Box 891
Salinas, CA 93902-0891

2023020627

Xochitl Marina Camacho
Monterey County Clerk-Recorder

07/06/2023 11:53 AM

Recorded at the request of:
COUNTY OF MONTEREY TAX COLLE

Titles: 1 Pages: 1

Fees: \$0.00
Taxes: \$0.00
AMT PAID: \$0.00



NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY

Which pursuant to law, property was declared to be tax-defaulted on
for the nonpayment of delinquent taxes in the amount of
for the Fiscal Year 2017-2018, Default Number

6/30/2018
\$27,271.07
DEF180000554

Notice is hereby given by the County of Monterey Tax Collector that, pursuant to Revenue and Taxation Code section 3691, five years or more have elapsed since the duly assessed and legally levied taxes on the property described herein were declared in default and that the property is subject to sale for nonpayment of taxes and will be sold unless the amount required to redeem the property is paid to the Tax Collector of said county at the close of business or 5 p.m., whichever is later, on the last business day prior to the commencement date of the tax sale. If the property is the subject of a bankruptcy proceeding, this notice constitutes a "notice of tax deficiency" pursuant to Section 362(b)(9)(B) of Title 11 of the United States Code.

The real property subject to this notice is assessed to Maximus III Company and is situated in said county, State of California, described as follows:
Assessor's Parcel Number: 109-116-003-000

109-116-003

DOCUMENT #2017022142

WG

PARCEL ONE:

Lot 3, as said Lot is shown and so designated on that certain Map entitled "Tract No. 1525, The Vines at Greenfield", filed July 7, 2016 in the office of the County Recorder of the County of Monterey, State of California, in Volume 24 of Maps, Cities and Towns, at Page 47.

PARCEL TWO:

A non-exclusive easement for vehicular ingress and egress and public utilities over Lot 3 as shown on entitled "Tract No. 1525, The Vines at Greenfield", filed July 7, 2016 and as show above.

Executed on July 5, 2023

By 
Arturo Perez, County of Monterey Deputy Tax Collector

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Monterey }

Brenda Monroy

On July 5, 2023 before me, _____, Deputy County Clerk-Recorder, personally appeared Arturo Perez, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as Tax Collector, and that, by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Xochitl Marina Camacho
Assessor - County Clerk - Recorder
(§1691.1, §1691.2)


Deputy
Brenda Monroy



(SCO-7-01.1)(2019)