

**AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Board of Supervisors of the County of Alameda, State of California (“COUNTY”), and the City of Hayward, a taxing agency that is also a revenue district (“PURCHASER”). This agreement is made in accordance with California law pursuant to the provisions of Division 1, Part 6, Chapter 8, of the California Revenue and Taxation Code:

**RECITALS**

- A. The real property situated within COUNTY, and described in Exhibit “B” of this Agreement, is tax defaulted and is subject to the power of sale by the Tax Collector of COUNTY for the nonpayment of taxes, under Division 1, Part 6 of the Revenue and Taxation Code.
- B. Pursuant to the provisions of Division 1, Part 6, Chapter 8 of the Revenue and Taxation code including sections 3695 and 3695.4 PURCHASER objects to a public tax sale of the real property described in Exhibit “B” of this Agreement, on the ground that such property is needed or may be needed for the following public use:
  - 1. Public purpose including but not limited to economic development, elimination of blight, and development of public infrastructure.

**AGREEMENT**

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 fourteen (14) days from the effective date of this Agreement, PURCHASER also agrees to pay \$37,027 plus costs, as specified in Exhibit "B" for the property described in Exhibit "B" plus additional costs. Payment shall be in cash, certified funds, or wire transfer payable to the Alameda County Tax Collector. Upon receipt of said sums by the Alameda County Tax Collector, the Tax Collector shall execute and record tax deeds and deed restrictions conveying title to said property to the PURCHASER. After recordation, the tax deeds and deed restrictions will be returned to the PURCHASER by the Alameda County Clerk Recorder's Office.
  
3. No Representation: COUNTY makes no representation concerning the condition of title to the subject property. COUNTY does not warrant title to the property or make any representations concerning the title. 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 said property on Exhibit "B" 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 2017-2018 and 2018-2019: The purchase price does not include property taxes for fiscal year 2017-2018 through 2018-2019. The PURCHASER shall be responsible for payment in full of the fiscal year 2017-2018 through 2018-2019 property taxes and interest for the property included in Exhibit "B" in addition to the purchase price. In addition, PURCHASER shall be responsible for payment in full of any subsequent property taxes and interest due at the time the sale is finalized, which will not be included as part of the purchase price.
  
6. Treated as a Single Transaction: The COUNTY shall sell the parcel listed in Exhibit "B" as a single transaction to PURCHASER in consideration of the receipt of payments described above.
  
7. Redemption: If the parcel listed in Exhibit "B" is redeemed prior to the effective date of this Agreement, this Agreement shall be null and void.

8. Void/Incomplete Purchase: This Agreement shall become null and void and the right of redemption restored upon PURCHASER'S failure to comply with the terms and conditions of this Agreement prior to the tax deed recordation. This includes failure to complete the purchase of the property listed in Exhibit "B". In the event of a void/incomplete purchase, the PURCHASER will be required to reimburse the Alameda County Tax Collector for the costs for providing notice, publication, and actual costs incurred for preparing and conducting the Chapter 8 Agreement Sale to the extent these expenses have been incurred.
  
9. Indemnity: PURCHASER shall indemnify the 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 "B", except for challenges based on the sole negligence of the County. Pursuant to section 3809 of the 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 tax deed.
  
10. Environmental Condition of Property: The parcels 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 for any parcel purchased.

11. CERCLA: COUNTY and PURCHASER agree that under 42 U.S.C. 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, PURCHASER shall defend, indemnify, and hold harmless COUNTY and or COUNTY's officers, directors, agents, employees, or volunteers 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. Code Compliance: PURCHASER shall maintain any existing structures and ensure compliance with all applicable county and city code provisions (e.g., substandard housing, building and zoning). PURCHASER is pursuing grant funds for renovation and will maintain building in accordance with all applicable county and city code provisions (e.g., substandard housing, building and zoning) once improvements are complete. PURCHASER shall remediate any outstanding code violations and correct and repair any dangerous unsightly, or

blighted condition which reduces the aesthetic and property values in the neighborhood, is offensive to the senses, or is detrimental to the health, safety, and welfare of the public within a reasonable time and upon completion of improvements. PURCHASER shall also remove overgrown, diseased, dead or decayed trees, weeds, or other vegetation, exterior trash, debris, junk, rubbish, graffiti, and abandoned and/or inoperable vehicles within a reasonable time and upon completion of improvements. PURCHASER shall also ensure the property and all building entry points including doorways, windows or other openings are closed, maintained or secured to prevent entry to persons or animals. The property shall be fenced if appropriate.

13. Breach: In the event PURCHASER is in default, the COUNTY shall give written notice of default to PURCHASER, specifying the default complained of and may take action to correct the default. PURCHASER must commence to cure, correct, or remedy the default within five (5) days of receipt of notice of default and must fully cure, correct, or remedy the default within thirty (30) days of receipt of notice of default.

In the event of transfer of the property as a result of inability to fully cure default, PURCHASER shall relinquish any claim to the property without compensation or refund. PURCHASER shall pay any and all costs required to cure a default including the transfer of the property.

In addition to any other rights or remedies, COUNTY may institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of the Purchase Agreement.

14. 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 the 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.

**CITY OF HAYWARD**

ATTEST:

BY:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COUNTY OF ALAMEDA**

ATTEST:

BY:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: Richard Valle  
Title: President, Board of Supervisors

This agreement was submitted to me before final execution by the Board of Supervisors and I have compared the same with the records of Alameda County relating to the real property described herein.

\_\_\_\_\_  
Henry C. Levy, Alameda County Treasurer-Tax Collector

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

BETTY T. YEE, CALIFORNIA STATE CONTROLLER

By \_\_\_\_\_

Approved as to form  
DONNA ZIEGLER, County Counsel

By \_\_\_\_\_  
Farand C. Kan, Deputy County Counsel



## EXHIBIT "B"

<u>Description</u>	<u>First Year Delinquent</u>	<u>Default Number</u>	<u>Purchase Price</u>	<u>Purpose for Acquisition</u>
445-270-7-1	2011-2012	738458	\$37,027.00	Economic Development Elimination of Blight  Development of Public  Infrastructure