AGREEMENT FOR SALE AND PURCHASE OF TAX-DEFAULTED REAL PROPERTY AND COVENANTS, CONDITIONS AND RESTRICTIONS AGREEMENT NO. 7099 – THE SAN DIEGO RIVER PARK FOUNDATION (Non-profit Organization)

This Agreement by and between the Board of Supervisors of the County of San Diego ("SELLER") and The San Diego River Park Foundation, a non-profit corporation organized in accordance with provisions of California law ("PURCHASER"), pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code, is made as of the Effective Date of Sale for Agreement No. 7099.

The SELLER, subject to the State Controller's approval, does hereby agree to sell to The San Diego River Park Foundation, a non-profit corporation organized in accordance with provisions of California law ("PURCHASER") that real property described in Exhibit "A" of this Agreement, which was tax defaulted for nonpayment of taxes and is now subject to the San Diego County Treasurer-Tax Collector's power to sell.

WHEREAS, the PURCHASER is a non-profit corporation organized in accordance with provisions of California law for the purpose of acquiring certain properties for their wildlife, watershed, scenic, recreational and other values to be preserved in perpetuity for the benefit of the public.

WHEREAS, the SELLER is interested in selling tax-defaulted real properties to qualified non-profit organization for the purpose of incorporating the tax-defaulted real properties listed in "Exhibit A" that is located in the unincorporated area of the County of San Diego, commonly known as:

Assessor's Parcel Numbers: 290-041-21-00.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. That, as provided by California Revenue and Taxation Code § 3800, the cost of giving notice of this Agreement shall be paid by the PURCHASER; and
- 2. That, the PURCHASER agrees to pay the sum of \$1,300.00 (One Thousand, Three Hundred and 00/100's dollars) for the real property described in Exhibit "A" within thirty (30) calendar days after the date that this agreement becomes effective. This Agreement shall become Effective at 5:01 p.m. on the 21st day after the first publication of the notice of agreement, pursuant to California Revenue and Taxation Code § 3802, (the "Effective Date"); and
- 3. That PURCHASER agrees to use the real property described in Exhibit "A" of this Agreement for the public purpose of acquiring certain properties for their wildlife, watershed, scenic, recreational and other values to be preserved in perpetuity for the benefit of the public.

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4. Notices under this Agreement shall be given in accordance with applicable statutory requirements. If there are no statutory requirements in effect, including but not limited to notices, demands, requests, elections, approvals, disapprovals, consents, or other communications given under this Agreement shall be in writing and shall be given by personal delivery, certified mail (return receipt requested), or overnight guaranteed delivery service and addressed as follows:

If to the Purchaser:

Robert Hutsel, President and CEO The San Diego River Park Foundation 4891 Pacific Highway, Ste 114 San Diego, CA 92110

If to the Seller:

Detra Williams, Manager, Special Functions Division San Diego County Treasurer-Tax Collector 1600 Pacific Highway, Room 162 San Diego, CA 92101

If all or any portion of any individual parcel described in this Agreement is redeemed prior to the Effective Date of this Sale or the State Controller fails to approve the Agreement, this Agreement shall be null and void as to that individual parcel. This Agreement shall also 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.

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

This Agreement states the full agreement between the parties and supersedes all prior negotiations and agreements.

APPROVED AS TO FORM AND LEGALITY:
DAVID J. SMITH, ACTING COUNTY COUNSEL

BY: Walter J. de Lorrell III, Chief Deputy

AGREEMENT NO. 7099 – THE SAN DIEGO RIVER PARK FOUNDATION

ATTEST:	
A California Non-profit Organization	THE SAY DIEGO 121UER PARK FOUNDATI A California Non-profit Organization
By:Secretary	By: President/Vice President
ATTEST:	Board of Supervisors San Diego County
(seal)	
By: Clerk of the Board of Supervisors	By: Chairperson
Pursuant to the provision of Revenue and Tax the foregoing Agreement this day of _	ration Code § 3795, the State Controller approves, 20
	MALIA M. COHEN CALIFORNIA STATE CONTROLLER
	By:

Standards Section

TO THE ASSESSOR, AUDITOR, AND TREASURER OF THE COUNTY OF SAN DIEGO, AND TO THE CONTROLLER OF THE STATE OF CALIFORNIA Exhibit "A"

Under the Direction of the Board of Supervisors, by Resolution No	, Dated	, and Authorization of the State Controller Dated	The property listed below was
purchased by The San Diego River Park Foundation	, pursuant t	to the provisions of Division 1, Part 6, Chapter 8, of the Revenue a	and Taxation Code.

AGREEMENT NO.: 7099 EFFECTIVE DATE: ITEM # -TRA/PARCEL LEGAL DESCRIPTION LAST ASSESSEE(S)	TRA DEFAULT APN DEFAULT DATE DEFAULT YEAR NOTICE OF PTS NOTICE DATE	SALES PRICE	ADV COST	REC FEE	STATE FEE	COUNTY FEE	NOTICE FEE	PERSONAL CONTACT FEE	As of	CURRENT TAXES	TEETER FUNDS	EXCESS PROCEEDS CLAIM FEES	PROCEEDS	DEED ISSUED TO DATE OF DEED DOCUMENT NO. (If not sold, give reason)
0219/81035/290-041-21-00 THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 13 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MEDIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST QUARTER OF SECTION 20; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION, 990.00 FEET; THENCE WEST AT RIGHT ANGLES, 495.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH AT RIGHT ANGLES, 270.00 FEET; THENCE WEST AT RIGHT ANGLES, 165.00 FEET; THENCE NORTH AT RIGHT ANGLES, 270.00 FEET; THENCE EAST AT RIGHT ANGLES, 165.00 FEET TO THE POINT OF BEGINNING. LAST ASSESSEE(S): SHAUER DONALD W, SCHAUER DONALD W TRUST 11-19- 13		\$1,300.00	\$0.00	\$0.00	\$0.00	\$336.00	\$356.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

AGREEMENT NO.: 7099	TRA	SALES PRICE	ADV	REC	STATE	COUNTY	NOTICE			CURRENT	TEETER	EXCESS		DEED ISSUED TO
EFFECTIVE DATE:	DEFAULT APN	ł	COST	FEE	FEE	FEE	FEE	CONTACT	AMOUNT	TAXES	FUNDS			DATE OF DEED
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LAST ASSESSEE(S)	NOTICE OF PTS	! !												reason)
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TOTAL	 	\$1,300.00	\$0.00	\$0.00	\$0.00	\$336.00	\$356.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
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