

**AGREEMENT FOR SALE AND PURCHASE OF TAX-DEFAULTED REAL
PROPERTY AND COVENANTS, CONDITIONS AND RESTRICTIONS
AGREEMENT NO. 7101 COUNTY OF SAN DIEGO,
DEPARTMENT OF PARKS AND RECREATION
(Public Agency)**

This Agreement by and between the **Board of Supervisors of the County of San Diego** (“SELLER”), and the **County of San Diego, Department of Parks and Recreation**, a public agency (“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 7101.

WHEREAS, the SELLER, subject to the State Controller’s approval, does hereby agree to sell to the **County of San Diego, Department of Parks and Recreation**, a public agency PURCHASER, those real properties described in the attached Exhibit “A” of this Agreement, which were tax-defaulted for nonpayment of taxes and are now subject to the San Diego County Treasurer-Tax Collector’s power to sell.

WHEREAS, the PURCHASER is a public agency existing for the purpose of conserving open space and enhancing the quality of life in San Diego County by providing the public opportunities for parks and recreation experiences and preserving regionally significant natural and cultural resources.

WHEREAS, the SELLER is interested in selling tax-defaulted real properties located in the County of San Diego, commonly known as:

Assessor’s Parcel Numbers: 579-042-15-00 and 579-045-14-00.

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 \$4,600.00 (Four Thousand, Six Hundred and 00/100’s dollars) for the real properties 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”). Upon payment of said sum to the Treasurer-Tax Collector, the Treasurer-Tax Collector shall execute and deliver a Tax Deed conveying title to said properties to PURCHASER; and
3. That PURCHASER agrees to use the real properties described in Exhibit “A” of this Agreement for the public purpose of open space conservation by adding them to an existing open space preserve, Dictionary Hill County Preserve, in the Spring Valley Community Planning Area; and
4. That, if PURCHASER is a taxing agency as defined in Revenue and Taxation Code § 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 § 3791 and § 3720 of the Revenue and Taxation Code; and

5. Notices under this Agreement shall be given in accordance with applicable statutory requirements. If there are no statutory requirements in effect, any communications to a party, 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:

Jason Hemmens, Director
County of San Diego, Department of Parks and Recreation
5500 Overland Avenue, Suite 410
San Diego, CA 92123

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 any portion of any of the parcels described in Exhibit “A” is redeemed prior to the Effective Date 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. 7101 – COUNTY OF SAN DIEGO, DEPARTMENT OF PARKS AND RECREATION

Pursuant to the provisions of § 3775 of the Revenue and Taxation Code, the governing body of the County of San Diego hereby agrees to the sale price as provided in this Agreement.

ATTEST:

County of San Diego,
Department of Parks and Recreation

Jason Hemmens
(Purchaser)

By: _____
(Purchaser) Director

(seal)

ATTEST: BOARD OF SUPERVISORS
County of San Diego

By: _____
Clerk of the Board of Supervisors

By: _____
Chairperson

(seal)

Pursuant to the provisions of § 3775 of the Revenue and Taxation Code, the State Controller agrees to the selling price hereinbefore set forth and, pursuant to the provisions of § 3795, approves the foregoing Agreement this _____ day of _____, 20_____.

MALIA M. COHEN
CALIFORNIA STATE CONTROLLER

By: _____
Jaclyn McQueen, Manager
Government Compensation & Property Tax
Standards Section