

AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY

This agreement ("Agreement") is made this 23rd day of January, 2024 by and between the County of Ventura ("Seller" or "County") and the City of Camarillo ("Purchaser"), pursuant to the provisions of Division 1, Part 6, Chapter 8 of the Revenue and Taxation ("R&T") Code ("Chapter 8").

It is mutually agreed as follows:

1. Subject to the conditions stated herein, Seller agrees to sell to Purchaser that real property situated within the County and described in Attachment "A" of this Agreement ("Property"); the Property is tax defaulted for nonpayment of taxes and is now subject to the power of sale by the County Tax Collector ("Tax Collector").
2. Purchaser agrees to pay Seller the total sum of \$46,100.00 ("Purchase Price") for the Property within 21 (twenty-one) days from the Effective Date, as defined below in Section 9. Upon receipt of the Purchase Price, the Tax Collector shall execute and record a deed conveying title to the Property to Purchaser and after recordation, the deed will be returned to the Purchaser by the County Clerk/Recorder.
3. Purchaser agrees to pay the other expenses in addition to the Purchase Price, including but not limited to: the cost of giving notice of the Agreement, the cost of publishing or posting the notice of the Agreement, 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.
4. Purchaser agrees that the Property shall be used for a public purpose, specifically, the Property shall be used by the Purchaser as Affordable Housing.
5. A copy of the resolution and/or minute order authorizing the purchase of the Property by Purchaser for the Purchase Price is attached hereto as Attachment B.
6. Purchaser acknowledges and agrees that Seller makes no representations or warranties concerning the Property including, but not limited to, the condition of title and/or the physical condition of the Property. Purchaser acknowledges that the Property is being sold "as is" with no warranties and representations whatsoever.
7. R&T Code section 3795 requires this Agreement to be submitted to and approved by the California State Controller before it becomes final. The parties acknowledge that this Agreement is not in effect until after the California State Controller's authorization is received and the noticing process is complete, as provided in Section 9.
8. 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 Tax Collector for any actual costs incurred for preparing and conducting the sale pursuant to this Agreement, if these expenses have already been incurred.

9. Upon satisfaction of the conditions to the sale of the Property set forth hereinabove, this Agreement shall become effective at 5:01 p.m. Pacific Standard Time on the 21st day after the first publication of the Notice of Agreement in accordance with Revenue and Taxation Code section 3802 ("Effective Date"), at which time the right to redeem is terminated.
10. The Purchaser shall indemnify 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 the validity of the tax default sale of the Property described in Attachment "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.

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: KRISTY BUXKEMPER
City Clerk
City of Camarillo

CITY OF CAMARILLO

(Purchaser)

By _____
Greg Ramirez, City Manager

ATTEST: SEVET JOHNSON
Clerk of the Board of Supervisors
County of Ventura, State of California

COUNTY OF VENTURA

By _____
Deputy Clerk of the Board

Chair, Board of Supervisors

Pursuant to the provisions of Section 3795 of the Revenue and Taxation Code, the State Controller approves the foregoing agreement on the _____ day of _____, _____.

MALIA M. COHEN, CALIFORNIA STATE CONTROLLER

By _____