COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION
225 NORTH HILL STREET, ROOM 130
P. O. BOX 512102, LOS ANGELES, CALIFORNIA 90051-4917

MARK J. SALADINO
TREASURER AND TAX COLLECTOR

Telephone
(213) 974-0871

Telecopier
(213) 680-3648

October 20, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

FILED
2009 OCT -5 AM 11:32

Dear Supervisors:

AGREEMENTS TO PURCHASE
"TAX DEFAULTED SUBJECT TO POWER TO SELL" PROPERTIES
SUPERVISORIAL DISTRICT 4 - AGREEMENT 2636
SUPERVISORIAL DISTRICT 4 - AGREEMENT 2637
(3 VOTES)

SUBJECT

The Signal Hill Redevelopment Agency and the City of Rancho Palos Verdes are seeking to buy two tax-defaulted properties through the Chapter 8 Agreement sale process. The Chapter 8 Agreement sale is designed to allow eligible government agencies and non-profit organizations the opportunity to buy tax-defaulted properties for a qualifying public purpose or benefit. The agencies intend to utilize the properties for the purposes of protecting the public health and safety of the site and surrounding properties through environmental assessment and clean up and; to develop equestrian and pedestrian trails in the area.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman to sign the Purchase Agreements of "Tax Defaulted Subject to Power to Sell" properties being acquired by the Signal Hill Redevelopment Agency and the City of Rancho Palos Verdes (public agencies) pursuant to the Revenue and Taxation Code, with revenue to be provided to recover a portion, if not all, of back property taxes, penalties, and costs on the delinquent parcels and any remaining tax balance to be cancelled from the existing tax rolls; and approve publication of the Purchase Agreements of "Tax Defaulted Subject to Power to Sell" properties.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The properties described in these agreements may be sold in accordance with the provisions of Division 1, Part 6, Chapter 8 of the Revenue and Taxation Code and with the policy adopted by Board action on November 24, 1970 as indicated on Attachment "A". Exhibit "A", attached to each Agreement, indicates the legal description and selling price of the parcels.

Upon approval, the attached agreements and copies are to be signed by the Chairman and returned to the Tax Collector for transmittal to the State Controller for further approval. County Counsel has approved the agreements as to form.

The Chapter 8 Agreement sale procedure permits eligible public agencies to acquire "Tax Defaulted Subject to Power to Sell" properties without the necessity of a public auction. The properties described in this letter will be acquired by two public agencies. The first agreement is with the Signal Hill Redevelopment Agency, which intends to utilize the property to protect the public health and safety of the site and surrounding properties through environmental assessment and clean up. The second agreement is with the City of Rancho Palos Verdes, which intends to develop equestrian and pedestrian trails in the area.

Implementation of Strategic Plan Goals

Approval of these agreements is in accordance with the Countywide Strategic Plan Goals of Fiscal Responsibility and Collaboration Across Jurisdictional Boundaries. Delinquent property taxes and costs are recovered, and limited-use parcels are identified for appropriate public purposes.

FISCAL IMPACT/FINANCING

Revenue will be provided to the County for apportionment among the affected taxing agencies, which will recover a portion, if not all, of back property taxes, penalties, and costs on the delinquent parcels. Any remaining tax balance will be cancelled from the existing tax roll.

Existing appropriation is available in the current Treasurer and Tax Collector 2009-2010 Budget for publication costs. Publishing, in accordance with Section 3798 of the Revenue and Taxation Code, is the most cost-effective method of giving adequate notification to parties of interest.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Chapter 8 Agreement sale procedure permits eligible public agencies to acquire "Tax Defaulted Subject to Power to Sell" properties pursuant to Section 3791, et seq., of the Revenue and Taxation Code.

Attachment "B" is a summary of the public agencies' purchases. This attachment indicates the affected Supervisorial Districts and the public use for which the properties are being acquired. Moreover, we have included copies of the relevant sections of the Revenue and Taxation Code pertaining to the Chapter 8 Agreement sale for your information. County Counsel has approved the agreements as to form. Attached to the agreements are the Assessor's parcel maps showing the dimensions and general location of the affected parcels.

Efforts will be made to contact the owners and parties of interest to inform them of their tax liabilities and the provisions for the redemption of the properties pursuant to Section 3799 of the Revenue and Taxation Code.

Section 3798 of the Revenue and Taxation Code mandates notice of agreements to be published once a week for three (3) successive weeks in a newspaper of general circulation published in the County.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

No impact.

CONCLUSION

Upon approval of the attached agreement forms, the Department of Treasurer and Tax Collector will need all original documents returned for submission to the State Controller, as the State Controller's Office has the final approval of these and all Chapter 8 Agreements.

Respectfully submitted,

MARK J. SALADINO
Treasurer and Tax Collector

MJS:DJD:af

Attachments (32)

c: Assessor
Chief Executive Officer
Executive Officer, Board of Supervisors
Auditor-Controller
Acting County Counsel

Attachment A

COUNTY OF LOS ANGELES
OFFICE OF THE TREASURER AND TAX COLLECTOR
HALL OF ADMINISTRATION
225 NORTH HILL STREET
LOS ANGELES, CALIFORNIA 90012

HAROLD J. OSTLY
TAX COLLECTOR

W. T. KIDWELL
CHIEF DEPUTY

November 17, 1970

Board of Supervisors
383 Hall of Administration
Los Angeles, California 90012

Gentlemen:

TAX AGREEMENT SALES

RECOMMENDATION:
That the Tax Collector be directed to review all requests for agreement sales pursuant to Chapter 8 of the Revenue and Taxation Code and recommend to the Board whether such requests should be approved in whole, in part, or denied.

That the Tax Collector is further instructed to review and recommend the price to be paid for such sales which price, in the absence of special circumstances, shall not be less than the amount necessary to redeem the property pursuant to Part 7 of Division 1 of the Revenue and Taxation Code.

EXPLANATION:
This office has recently completed a review of the policies currently in use with regard to the acquisi-

tion of tax deeded lands by taxing agencies under the authority of Chapter 8 of the Revenue and Taxation Code. This study showed that while present practices are in technical conformity with various statutory requirements, the $1 per parcel price has remained constant since October 19, 1943.

It is the opinion of this office that the continuation of this nominal price is no longer in the best interest of the County and the other involved taxing agencies. The sale for a minimal fee of properties charged with sizable tax deficiencies results in substantial revenue losses to the County and other agencies.

The nominal fee can also result in requests for acquisition without adequate attention given to actual need by the requesting agency. The result is the removal of additional property from the tax base. If resold later as surplus, the proceeds accrue only to the acquiring agency.

Very truly yours,

ORIGINAL SIGNED

HAROLD J. OSTLY
TREASURER & TAX COLLECTOR

HJO:cm

cc: 1 Clerk of the Board
5 One for each Supervisor
1 Chief Administrative Officer
1 County Counsel
6 Communications

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On motion of Supervisor Dorn, unanimously carried, the foregoing was adopted.

Attachment B

SUMMARY OF PUBLIC AGENCY'S PURCHASE

FOURTH SUPERVISORIAL DISTRICT

AGREEMENT NUMBER 2636

AGENCY

The Signal Hill Redevelopment Agency
Public Agency

Selling price of this parcel
shall be $199,086.00

Agency intends to utilize the property
to protect the public health and safety
of the site and surrounding properties
through environmental assessment and
clean up purposes.

SUPERVISORIAL DISTRICT	LOCATION	PARCEL NUMBER	MINIMUM BID
4th	CITY OF SIGNAL HILL	7212-006-061	$199,086.00

SUMMARY OF PUBLIC AGENCY'S PURCHASE

FOURTH SUPERVISORIAL DISTRICT

AGREEMENT NUMBER 2637

AGENCY

City of Rancho Palos Verdes
Public Agency

Selling price of this parcel
shall be $3,735.00

Agency intends to utilize the property
to develop equestrian and pedestrian
trails in the area.

SUPERVISORIAL DISTRICT	LOCATION	PARCEL NUMBER	MINIMUM BID
4th	CITY OF RANCHO PALOS VERDES	7572-004-022	$3,735.00

AGREEMENT NUMBER 2636

SIGNAL HILL REDEVELOPMENT AGENCY

FOURTH SUPERVISORIAL DISTRICT

Application to Purchase Tax-Defaulted Property from County

This application is to be completed by eligible purchasing entities to commence purchase of tax-defaulted property by agreement sale from the county under applicable provisions of the California Revenue and Taxation Code. Please complete the following sections and supply supporting documentation accordingly. Completion of this application does not guarantee purchase approval.

A. Purchaser Information

1. Name of Organization: Signal Hill Redevelopment Agency

2. Corporate Structure – check the appropriate box below and provide corresponding information:

☐ Nonprofit – provide Articles of Incorporation

☒ Public Agency – provide mission statement (If redevelopment agency, also provide agency survey map)

B. Purchasing Information

Determine which category the parcel falls under and then check the appropriate box as it relates to the purchasing entity's corporate structure and the intended use of the parcel:

Category A: Parcel is currently scheduled for a Chapter 7 tax sale

☐ No Purchase – State / county / taxing agency registering objection to preserve lien only

☐ Purchase by State / county / tax agency / revenue district / redevelopment agency / special district to preserve its lien

☒ Purchase by State / county / tax agency / revenue district / redevelopment agency / special district for public purpose

☐ Purchase by nonprofit for low-income housing or to preserve open space

Category B: Parcel is ***not*** currently scheduled for a Chapter 7 tax sale

☐ Purchase by State / county / taxing agency / revenue district / redevelopment agency / special district for public purpose

☐ Purchase by nonprofit to use parcel(s) for low-income housing or to preserve open space

C. Property Detail

Provide the following information. If more space is needed for any of the criteria, consolidate the information into a separate "Exhibit" document and attach accordingly:

1. County where the parcel(s) is located: Los Angeles County

2. List each parcel by Assessor's Parcel Number: 7212-006-061

3. State the purpose and intended use for *each* parcel: To protect the public health and safety of the site and surrounding properties through environmental assessment and clean up.

D. Acknowledgement Detail

Provide the signature of the purchasing entity's authorized officer

Authorized Signature	Title	Date
	Executive Director	4-21-09

AGREEMENT # 2636

SIGNAL HILL REDEVELOPMENT AGENCY

2175 Cherry Avenue • Signal Hill, California 90755-3799

DISTRICT	LOCATION	AGREEMENT
4	City of Signal Hill	2636

December 10, 2008

Mr. John McKinney
Office of the Los Angeles County Treasurer and Tax Collector
Kenneth Hahn Hall of Administration
225 North Hill Street
Los Angeles, CA 90012

Re: APN #7212-006-061 - Chapter 8 Agreement Request

Dear Mr. McKinney:

The Signal Hill Redevelopment Agency ("Agency") contacted your office on January 8, 2008 regarding initiation of the Chapter 8 Agreement process for the Agency's acquisition of the tax defaulted property listed as Assessors Parcel Number 7212-006-061. The Agency expressed its interest in obtaining this property at that time. We were informed that we needed to wait until the property was listed through the County's normal auction process, which recently occurred.

As you recall, the property is a blighted industrial parcel and was a former waste-oil recycling plant. The property is located within the Signal Hill Redevelopment Agency Project No. One and has been in tax default for several years, due to the bankruptcy of the waste-oil recycler. We have attached a survey map of the Agency's territory, illustrating the location of this parcel on 29th Street, east of Walnut Avenue.

As explained in our meeting, the property has been extensively studied for environmental contamination and was subject a U.S. EPA Superfund Cleanup for the above ground tanks and processing equipment, after the waste-oil recycler declared bankruptcy and abandoned the site in 2002. At that time EPA removed the remaining hazardous wastes in several storage tanks and removed hundreds of individual drums that had been stored on the property for a number of years. However, U.S. EPA did not perform any soil or groundwater cleanup.

The Agency has been involved in a major effort to assess and remediate brown field sites in Signal Hill since 1975. The mission statement of the Agency is found in the Redevelopment Plan for the Signal Hill Redevelopment Project

received
12-12-08

Area No. 1 (Ordinance No. 74-7-729), which is attached to this letter. The intent of the project is to "Eliminate the conditions of blight existing in the project area," "Insure, as far as possible, that the cause of blighting conditions will be either eliminated or protected against," and "Encourage and insure the rehabilitation, rebuilding, and development of the Project area." The Agency's Five Year Implementation Plan (2008-2013) includes the specific goal of the "Remediation of environmental hazards due to oil uses." (Page 17, Updated Implementation Plan)

The Agency is requesting the Chapter 8 Agreement in order to obtain control over this site to effectuate the assessment, clean-up and remediation of the site. This may result in the Agency having to retain the property for a number of years, while this process is completed. Under normal circumstance, the Agency would return the property to productive land use. However, it is possible that due to the extent of contamination that the Agency will have to retain indefinite control. The Agency may be able to pave the property for vehicle storage. The public purpose for the Chapter 8 process is to protect the public health and safety of the site and surrounding properties, while returning the property to productive use.

Revenue and Taxation Code Section 3791 permits redevelopment agencies to acquire eligible tax-defaulted property from the County, subject to the Chapter 8 Agreement process. We are hereby requesting that the County initiate a Chapter 8 Agreement for APN # 7212-006-061. We appreciate the time that you have spent with the Agency staff in reviewing the process and the specific tax default history of this property.

Thank you for your assistance. I can be reached at kfarfsing@cityofsignalhill.org or at 562-989-7302 should you have any question regarding this request.

Sincerely,

Kenneth C. Farfsing
Executive Director

cc: Mr. Stan Redius – Chapter 8 Supervisor
Hon. Michael J. Noll, Chair, SHRDA
Agency Board Members
Mr. David J. Aleshire, SHRDA Counsel
Ms. Elise McCaleb
Mr. Art Rangel

Attachments: Ord. #74-7-729
Implementation Plan, Pg. 17
Survey Map

RESOLUTION NO. 2009-04-425

A RESOLUTION OF THE SIGNAL HILL REDEVELOPMENT AGENCY, OF THE CITY OF SIGNAL HILL, CALIFORNIA APPROVING THE ACQUISITION OF 1841 29TH STREET

WHEREAS, on December 10, 2008, the Agency submitted a letter to the Los Angeles County Treasurer and Tax Collector to initiate the process for the acquisition of a tax defaulted property through its Chapter 8 process; and

WHEREAS, the County Treasurer and Tax Collector sent the Agency an Agreement to Purchase Tax-Defaulted property for a purchase price outlined in the Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Agency approve the execution of Chapter 8 Agreement 2636 for 1841 29th Street, Assessor's Identification Number: 7212-006-061.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Signal Hill Redevelopment Agency of the City of Signal Hill, California, on this 7th day of April 2009.

LARRY FORESTER
CHAIR

ATTEST:

REBECCA BURLESON
AGENCY SECRETARY

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY OF SIGNAL HILL)

I, REBECCA BURLESON, Secretary of the Redevelopment Agency of the City of Signal Hill, California, hereby certify that Resolution No. 2009-04-425 was adopted by the Redevelopment Agency of the City of Signal Hill, California, at a regular meeting held on the 7th day of April 2009, and that the same was adopted by the following votes:

AYES: CHAIR FORESTER, VICE CHAIR HANSEN, MEMBER NOLL, MEMBER WARD, MEMBER WILSON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

Rebecca Burleson

REBECCA BURLESON
AGENCY SECRETARY

ORDINANCE NO. 74-7-729

AN ORDINANCE OF THE CITY OF SIGNAL HILL, CALIFORNIA, APPROVING AND ADOPTING THE REDEVELOPMENT PLAN FOR THE SIGNAL HILL REDEVELOPMENT PROJECT AREA NO. 1.

WHEREAS, the Signal Hill Redevelopment Agency (hereinafter referred to as the "Agency") formulated and prepared the proposed Redevelopment Plan for Signal Hill Redevelopment Project Area No. 1; and

WHEREAS, the Planning Commission of the City of Signal Hill has submitted its report and recommendation, finding said proposed Redevelopment Plan to be in conformity with the General Plan and recommending approval of said proposed Redevelopment Plan; and

WHEREAS, the Agency adopted rules governing participation by and reasonable preferences to owners and tenants in the Project area; and

WHEREAS, the Agency submitted to the City Council of the City of Signal Hill said proposed Redevelopment Plan accompanied by the Report of the Agency and the Environmental Impact Report on said proposed Redevelopment Plan; and

WHEREAS, after due notice, a joint public hearing was held by this Council acting as the Agency and the City Council to consider the proposed Redevelopment Plan and the Environmental Impact Report for the Project; and

WHEREAS, at said joint public hearing this Council heard and passed upon all oral and written objections by overruling such objections; and

WHEREAS, all action required by law has been taken by all appropriate public agencies.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SIGNAL HILL DO ORDAIN AS FOLLOWS:

Section 1. The purposes and intent of the City Council with respect to the Project area are to:

(1) Eliminate the conditions of blight existing in the project area;

(2) Insure, as far as possible, that the causes of blighting conditions will be either eliminated or protected against;

(3) Provide participation for owners and a reasonable preference for persons engaged in business in the Project area;

(4) Encourage and insure the rehabilitation, rebuilding, and development of the Project area;

(5) Encourage and foster the economic revitalization of the Project area;

(6) Relocate the owners and occupants of the Project area as needed;

(7) Redevelop and rebuild the public facilities in the project area to provide safer and more efficient service for the people in the area and the general public as a whole.

Section 2. The Redevelopment Plan for Signal Hill Redevelopment Project Area No. 1, is hereby incorporated herein by reference and made a part hereof as fully as if set out at length herein.

Section 3. The Redevelopment Plan hereby is approved and adopted and designated the official redevelopment plan for Signal Hill Redevelopment Project Area No. 1.

Section 4. The City Council, after considering the Environmental Impact Report, finds that the Project will not have any significant adverse impact on the environment and hereby adopts said Report as the report of the Council.

Section 5. The City Council hereby finds and determines that:

(1) The Project area is a blighted area, the redevelopment of which is necessary to effectuate the public purposes declared in the Community Redevelopment Law of the State of California;

(2) The Redevelopment Plan will redevelop the Project area in conformity with the Community Redevelopment Law of the State of California and in the interests of the public peace, health, safety and welfare;

(3) The adoption and carrying out of the Redevelopment Plan is economically sound and feasible;

(4) The Redevelopment Plan conforms to the General Plan of the City of Signal Hill;

(5) The carrying out of the Redevelopment Plan will promote the public peace, health, safety and welfare of the City of Signal Hill and will effectuate the purposes and policies of the Community Redevelopment Law of the State of California;

(6) The condemnation of real property, as provided for in the Redevelopment Plan for the Project area, is necessary to the execution of the Redevelopment Plan and adequate provisions have been made for payment for property to be acquired as provided by law;

(7) The Agency has a feasible method and plan for the relocation of families and persons to be temporarily or permanently displaced from housing facilities in the project area;

(8) There are or are being provided in the Project area or in other areas not generally less desirable in regard to public utilities and public and commercial

facilities and at rents or prices within the financial means of the families and persons displaced from the Project area, decent, safe and sanitary dwellings equal in number to the number of and available to such displaced families and persons and reasonably accessible to their places of employment;

(9) The Redevelopment Plan for the Project area will afford a maximum opportunity consistent with the sound needs of the locality as a whole for the redevelopment of such area by private enterprise;

(10) In order to implement and facilitate the effectuation of the Redevelopment Plan hereby approved and adopted it is found and determined that certain official action must be taken by the City Council with reference, among other things, to changes in zoning, the vacating and removal of streets, and other public ways, the location and relocation of sewer and water mains and other public facilities, and other public action, and accordingly the City Council hereby:

(a) Pledges its cooperation in helping to carry out such Redevelopment Plan; and

(b) Requests the various officials, departments, boards and agencies of the City of Signal Hill having administrative responsibilities in the premises likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with said Redevelopment Plan; and

(c) Stands ready to take appropriate action upon proposals and measures designed to effectuate the Redevelopment Plan.

Section 6. The City Council is satisfied permanent housing facilities will be available within three years from the time occupants of the Project area are displaced and that pending the development of such facilities there will be available to such displaced occupants adequate temporary housing facilities at rents comparable to those in the City of Signal Hill at the time of their displacement.

Section 7. All written and oral objections to the Redevelopment Plan are hereby overruled.

Section 8. The City Clerk hereby is directed to send a certified copy of this ordinance to the Agency and the Agency hereby is vested with the responsibility for carrying out the Redevelopment Plan for the Signal Hill Redevelopment Project.

Section 9. The City Clerk hereby is directed to record with the County Recorder of Los Angeles County a description of the land within the Project area and a statement that proceedings for the redevelopment of the Project area have been instituted under the California Community Redevelopment Law. The Agency hereby is directed to effectuate recordation in compliance with the provisions of Section 27295 of the Government Code to the extent applicable.

Section 10. The Department of Building and Safety of the City of Signal Hill is hereby directed for a period of two years after the effective date of this ordinance to advise all applicants for building permits within the Project area that the site for which a building permit is sought for the construction of buildings or for other improvements is within a redevelopment project area.

IV. FIVE YEAR IMPLEMENTATION PLAN GOALS, NON-HOUSING OBJECTIVES AND PROGRAMS FOR 2008/09 THROUGH 2013/14

This section identifies Implementation Plan Non-Housing Goals and Objectives for the 2008/09 through 2013/14 timeframe. It also puts forth projects, programs and estimated generalized expenditures for these projects and programs.

A. Blight Characteristics

The Goals and Objectives contained herein continue to address blight elimination in the Project Area as in prior Implementation Plans. The Agency's primary goal is to continue to eliminate blight, continue to strengthen the economic environment, and enhance the residential community with safe, decent, sanitary, and affordable housing, supported by recreational, educational, and cultural opportunities. Specific goals are as follows:
The Agency proposes to eliminate and prevent the spread of blight and in the Project area by:

(1) Installation, construction, or reconstruction of streets, utilities, and other public improvements;
(2) Acquisition of real property;
(3) Providing for participation by owners and persons engaged in business presently located in the Project area by extending preferences to remain or relocate within the redeveloped area;
(4) Management of property under the ownership and control of the Agency;
(5) Demolition or removal of buildings and improvements;
(6) Relocation assistance to displaced residential and nonresidential occupants;
(7) Disposition of property for uses in accordance with this Plan;
(8) Redevelopment of land for uses in accordance with this Plan; successors, and the Agency;
(9) Remediation of environmental hazards due to oil uses.

The Goals and Objectives for the 2008/09 – 2013/14 Implementation Plan have been developed based on the Agency's priorities and limited financial resources available to the Agency. By implementing the Implementation Plan projects, programs and expenditures outlined herein, the Agency will help eliminate some of the above referenced blighting characteristics.

B. Non-Housing Goals, Objectives and Programs

The Agency goals for Project Area No. 1 will be to continue to strengthen the economic environment, and enhance the residential community with safe, decent, sanitary, and affordable housing, supported by recreational, educational, and cultural opportunities.

In the early years of Project Area No. 1, new public improvements were provided thereby eliminating many of the blighting conditions associated with inadequate public improvements. In more recent years, the Agency has purchased contaminated property, properties with old abandoned oil wells, properties with dilapidated buildings and incompatible uses, physically and economically obsolete lots. Many of these parcels were sold to developers who have been able to build updated buildings and auto dealerships, which have resulted in new jobs, a better tax

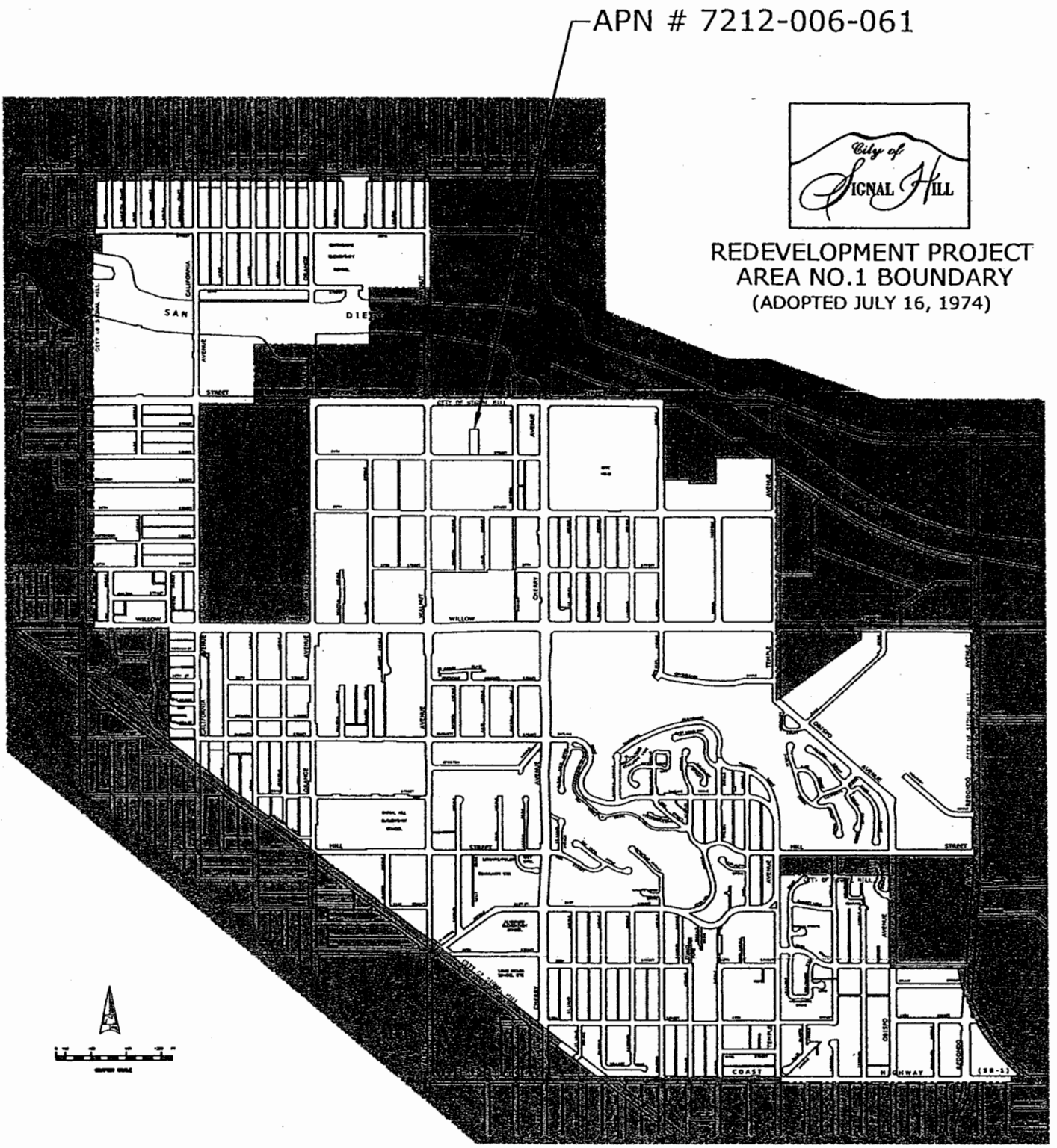
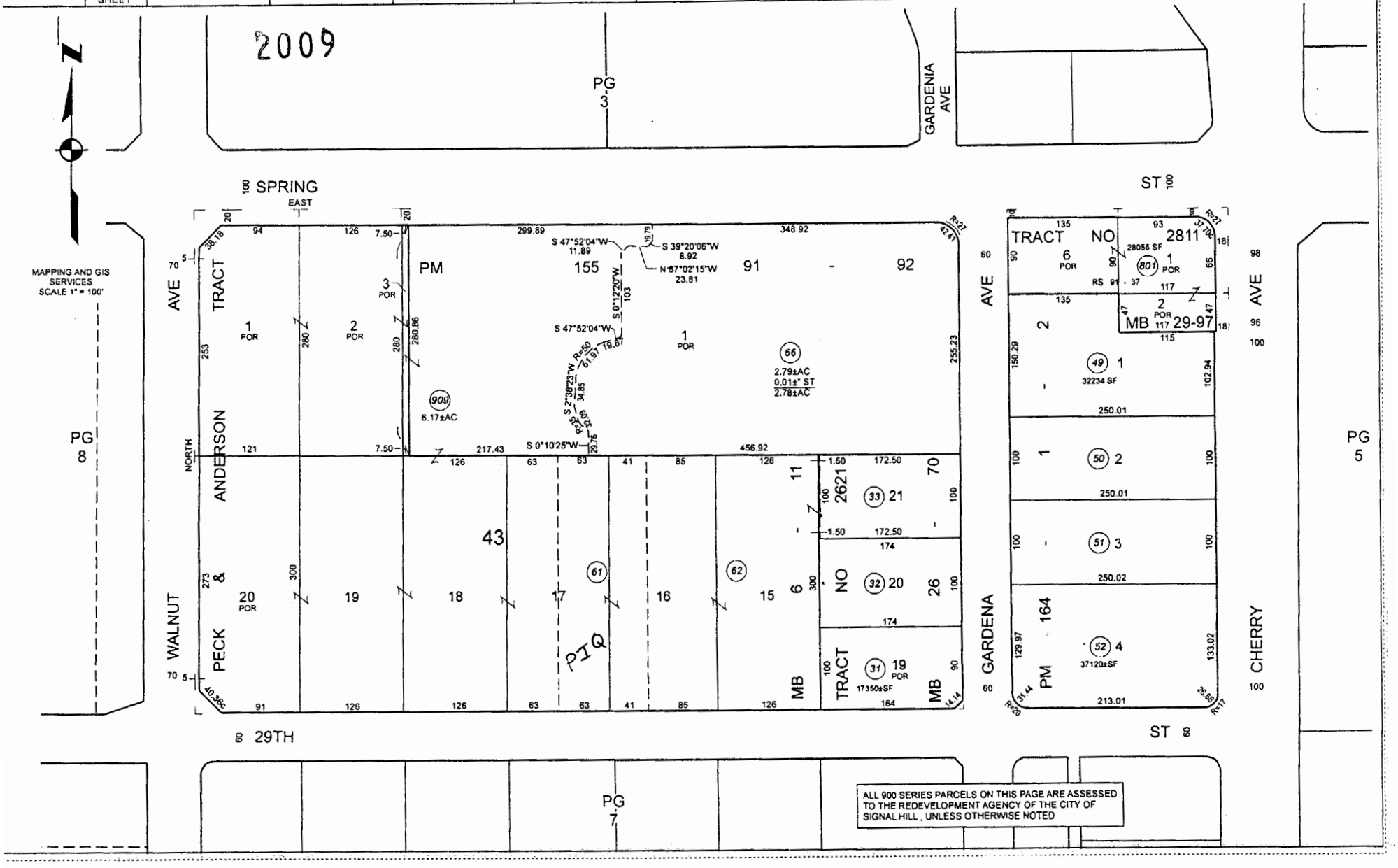


EXHIBIT 1

REDEVELOPMENT PROJECT AREA NO. 1 BOUNDARY

7212	6 SHEET	P. A. 7212-19 & 20	TRA 5674	REVISED 2008031111002002-26 2008080702001001-30	2009020304003001-26,30			SEARCH NO		OFFICE OF THE ASSESSOR COUNTY OF LOS ANGELES COPYRIGHT © 2002



AGREEMENT TO PURCHASE
LOS ANGELES COUNTY TAX-DEFAULTED PROPERTY
(Public/Taxing Agency)

This Agreement is made this 7th day of April, 2009, by and between the Board of Supervisors of Los Angeles County, State of California, and the **SIGNAL HILL REDEVELOPMENT AGENCY** ("Purchaser"), pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

The real property situated within said county, hereinafter set forth and described in Exhibit "A" attached hereto and made a part hereof, 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 provision of law.

It is mutually agreed as follows:

1. That as provided by Section 3800 of the Revenue and Taxation Code, the cost of giving notice of this agreement shall be paid by the PURCHASER.

2. That the PURCHASER agrees to pay the total purchase price listed for each real property described in Exhibit "A" within 14 days after the date this agreement becomes effective. Upon payment of said sum to the tax collector, the tax collector shall execute and deliver a deed conveying title to said property to PURCHASER.

3. *That the PURCHASER agrees that the real property be used for the public use specified on Exhibit "A" of this agreement.*

4. That if said PURCHASER is a **TAXING AGENCY**, said agency would not share in the distribution of the payment required by this Agreement as defined by § 3791 and § 3720 of the Revenue and Taxation Code.

APPROVED AS TO FORM:

ROBERT KALUNIAN
Acting County Counsel

By _____
Deputy County Counsel

If all or any portion of any individual parcel listed in Exhibit "A" is redeemed prior to the effective date of this agreement, this agreement shall be null and void only as it pertains 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. Time is of the essence.

0§§3791, 3791.3 3793 R&T Code

X: ID:Chptr 8 Pubagency form
Revised 6/24/03

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

ATTEST:
SIGNAL HILL REDEVELOPMENT AGENCY

Rebecca Burleson, Secretary

By_____
Chair

ATTEST:

By_____
Clerk of the Board of Supervisors

Board of Supervisors
Los Angeles County

By_____
Chairman of the Board of Supervisors

By_____
Deputy
(seal)

Pursuant to the provisions of Section 3775 of the Revenue and Taxation Code the governing body of the City of N/A hereby agrees to the selling price as provided in this agreement.

ATTEST:

Rebecca Burleson, Deputy City Clerk

City of Signal Hill
By_____
Mayor

This agreement was submitted to me before execution by the board of supervisors and I have compared the same with the records of Los Angeles County relating to the real property described therein.

Los Angeles County Tax Collector

Pursuant to the provisions of Sections 3775 and 3795 of the Revenue and Taxation Code, the Controller agrees to the selling price hereinbefore set forth and approves the foregoing agreement this ___ day of _____, 20___.

By:_____, STATE CONTROLLER

SUPERVISORIAL DISTRICT 4
AGREEMENT NUMBER 2636

EXHIBIT "A"

LOCATION	FIRST YEAR DELINQUENCY	DEFAULT NUMBER	PURCHASE PRICE	PURPOSE OF ACQUISITION
CITY OF SIGNAL HILL	1992	7212-006-061	$199,086.00*	PROTECT PUBLIC HEALTH, SAFETY OF SITE & SURROUNDING PROPERTIES

LEGAL DESCRIPTION

PECK AND ANDERSON TR W 41 FT OF LOT 16 AND E 63 FT OF LOT 17 BLK 43

* The purchase price quoted on this Exhibit "A" is a projection of the purchase price for a schedule of eight (8) months. If the agreement is completed in less time, then the purchase price will be decreased; however if the completion of the agreement is longer than this time, the price will increase accordingly.

AGREEMENT TO PURCHASE
LOS ANGELES COUNTY TAX-DEFAULTED PROPERTY
(Public/Taxing Agency)

This Agreement is made this 7th day of April, 2009, by and between the Board of Supervisors of Los Angeles County, State of California, and the **SIGNAL HILL REDEVELOPMENT AGENCY** ("Purchaser"), pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

The real property situated within said county, hereinafter set forth and described in Exhibit "A" attached hereto and made a part hereof, 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 provision of law.

It is mutually agreed as follows:

1. That as provided by Section 3800 of the Revenue and Taxation Code, the cost of giving notice of this agreement shall be paid by the PURCHASER.

2. That the PURCHASER agrees to pay the total purchase price listed for each real property described in Exhibit "A" within 14 days after the date this agreement becomes effective. Upon payment of said sum to the tax collector, the tax collector shall execute and deliver a deed conveying title to said property to PURCHASER.

3. *That the PURCHASER agrees that the real property be used for the public use specified on Exhibit "A" of this agreement.*

4. That if said PURCHASER is a **TAXING AGENCY**, said agency would not share in the distribution of the payment required by this Agreement as defined by § 3791 and § 3720 of the Revenue and Taxation Code.

APPROVED AS TO FORM:

ROBERT KALUNIAN
Acting County Counsel

By _____
Deputy County Counsel

If all or any portion of any individual parcel listed in Exhibit "A" is redeemed prior to the effective date of this agreement, this agreement shall be null and void only as it pertains 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. Time is of the essence.

0§§3791, 3791.3 3793 R&T Code

X: ID:Chptr 8 Pubagency form
Revised 6/24/03

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

ATTEST:
SIGNAL HILL REDEVELOPMENT AGENCY

Rebecca Burleson, Secretary

By_____
Chair

ATTEST:

By_____
Clerk of the Board of Supervisors

Board of Supervisors
Los Angeles County

By_____
Chairman of the Board of Supervisors

By_____
Deputy
(seal)

Pursuant to the provisions of Section 3775 of the Revenue and Taxation Code the governing body of the City of N/A hereby agrees to the selling price as provided in this agreement.

ATTEST:

Rebecca Burleson, Deputy City Clerk

City of Signal Hill
By_____
Mayor

This agreement was submitted to me before execution by the board of supervisors and I have compared the same with the records of Los Angeles County relating to the real property described therein.

Los Angeles County Tax Collector

Pursuant to the provisions of Sections 3775 and 3795 of the Revenue and Taxation Code, the Controller agrees to the selling price hereinbefore set forth and approves the foregoing agreement this ___ day of _____, 20___.

By:_____, STATE CONTROLLER

SUPERVISORIAL DISTRICT 4
AGREEMENT NUMBER 2636

EXHIBIT "A"

LOCATION	FIRST YEAR DELINQUENCY	DEFAULT NUMBER	PURCHASE PRICE	PURPOSE OF ACQUISITION
CITY OF SIGNAL HILL	1992	7212-006-061	$199,086.00*	PROTECT PUBLIC HEALTH, SAFETY OF SITE & SURROUNDING PROPERTIES

LEGAL DESCRIPTION

PECK AND ANDERSON TR W 41 FT OF LOT 16 AND E 63 FT OF LOT 17 BLK 43

* The purchase price quoted on this Exhibit "A" is a projection of the purchase price for a schedule of eight (8) months. If the agreement is completed in less time, then the purchase price will be decreased; however if the completion of the agreement is longer than this time, the price will increase accordingly.

AGREEMENT NUMBER 2637

CITY OF RANCHO PALOS VERDES

FOURTH SUPERVISORIAL DISTRICT

Application to Purchase Tax-Defaulted Property from County

This application is to be completed by eligible purchasing entities to commence purchase of tax-defaulted property by agreement sale from the county under applicable provisions of the California Revenue and Taxation Code. Please complete the following sections and supply supporting documentation accordingly. Completion of this application does not guarantee purchase approval.

A. Purchaser Information

1. Name of Organization: City of Rancho Palos Verdes

2. Corporate Structure – check the appropriate box below and provide corresponding information:

☐ Nonprofit – provide Articles of Incorporation

☒ Public Agency – provide mission statement (If redevelopment agency, also provide agency survey map)

B. Purchasing Information

Determine which category the parcel falls under and then check the appropriate box as it relates to the purchasing entity's corporate structure and the intended use of the parcel:

Category A: Parcel is currently scheduled for a Chapter 7 tax sale

☐ No Purchase – State / county / taxing agency registering objection to preserve lien only

☐ Purchase by State / county / tax agency / revenue district / redevelopment agency / special district to preserve its lien

☒ Purchase by State / county / tax agency / revenue district / redevelopment agency / special district for public purpose

☐ Purchase by nonprofit for low-income housing or to preserve open space

Category B: Parcel is ***not*** currently scheduled for a Chapter 7 tax sale

☐ Purchase by State / county / taxing agency / revenue district / redevelopment agency / special district for public purpose

☐ Purchase by nonprofit to use parcel(s) for low-income housing or to preserve open space

C. Property Detail

Provide the following information. If more space is needed for any of the criteria, consolidate the information into a separate "Exhibit" document and attach accordingly:

1. County where the parcel(s) is located: Los Angeles
2. List each parcel by Assessor's Parcel Number: 7572-004-022
3. State the purpose and intended use for *each* parcel: To develop equestrian and pedestrian trails in the area

D. Acknowledgement Detail

Provide the signature of the purchasing entity's authorized officer

Authorized Signature	Title	Date
Barry Orr	Mayor	05/04/2009

AGREEMENT # 2637

CITY OF RANCHO PALOS VERDES

CITY MANAGER'S OFFICE
ADMINISTRATION

December 11, 2008

Donna J. Doss
Assistant Treasurer and Tax Collector
Los Angeles County Treasurer and Tax Collector
Kenneth Hahn Hall of Administration
225 North Hill Street, Room 130
Los Angeles, California 90051-0102

DISTRICT	LOCATION	AGREEMENT
4	City of Rancho Palos Verdes	2637

Subject: 2009A Tax Sale

Dear Ms. Doss:

At a regular meeting held on December 2, 2008, the City of Rancho Palos Verdes City Council authorized staff to pursue acquisition of the following tax defaulted property located within our jurisdiction through a Chapter 8 Agreement: APN # 7572-004-022.

The property is a vacant parcel on Cherry Hill Lane located in the active Portuguese Bend landslide area north of Palos Verdes Drive South, between Peppertree Drive on the west and Portuguese Canyon on the east. The purpose of the acquisition would be to increase the City's access from Cherry Hill Lane to the bottom of Portuguese Bend Canyon where there are existing drainage improvements. Maintenance of existing and future drainage improvements is critical to the effectiveness of landslide abatement efforts in this area. In addition, the lot directly abuts the City's Palos Verdes Nature Preserve and the active use area within the Preserve that has been designated for an Equestrian Center. Therefore, City ownership of this property could potentially assist in future efforts to develop public equestrian and pedestrian trails through this area.

As instructed, a copy of the City's Mission Statement and a $100 check for the preliminary research fee are enclosed. Please provide the City with the necessary agreements and instructions to purchase this property. The City understands that the offer of sale is subject to change due to the redemption of the defaulted taxes or the initiation of a legal process, such as bankruptcy. If you have any questions, please feel free to call me at (310) 544-5203 or Carolynn@rpv.com.

Sincerely,

Carolynn Petru

Carolynn Petru
Deputy City Manager

cc: Carolyn Lehr, City Manager

Enclosures:
City of Rancho Palos Verdes Mission Statement
Check No. 51533

V:\CAROLYNN\LETTERS\20081211_tax_defaulted_property_43_cherry_hill.doc

30940 HAWTHORNE BLVD. / RANCHO PALOS VERDES, CA 90275-5391 / (310) 544-5205 / FAX (310) 544-5291
WWW.PALOSVERDES.COM/RPV
PRINTED ON RECYCLED PAPER

Received 12-15-08

CITY OF RANCHO PALOS VERDES

CERTIFIED EXCERPT OF MINUTES
RANCHO PALOS VERDES CITY COUNCIL

The following is an excerpt from minutes of the regular meeting of the City Council of the City of Rancho Palos Verdes held on December 2, 2008 at the hour of 7:00 P.M. at 29301 Hawthorne Boulevard, Rancho Palos Verdes, California.

A quorum was declared after the following roll call:

PRESENT: Clark, Long, Wolowicz, and Mayor Stern
ABSENT: Gardiner (excused)

COUNCIL REORGANIZATION:

Selection of Mayor:

City Clerk Morreale declared the floor open for nominations for Mayor.

Councilman Wolowicz nominated Mayor Pro Tem Clark to serve as Mayor. Councilman Long seconded the motion.

Mayor Stern presented a slide show highlighting Mayor Pro Tem Clark's accomplishments during his previous tenure as Mayor.

The motion passed on the following roll call vote:

AYES: Clark, Long, Wolowicz, and Mayor Stern
NOES: None
ABSENT: Gardiner

Selection of Mayor Pro Tem:

Mayor Clark nominated Councilman Wolowicz to serve as Mayor Pro Tem. Councilman Stern seconded the motion.

The motion passed on the following roll call vote:

AYES: Long, Stern, Wolowicz, and Mayor Clark
NOES: None
ABSENT: Gardiner

Mayor Pro Tem Wolowicz moved, seconded by Councilman Stern, to approve the Consent Calendar with Item 9 (Increase Contract Amount with CBM Consulting, Inc. for Temporary Staffing Services) removed for separate discussion as follows:

Purchase of Tax Defaulted Property (950)

1) Authorized the Mayor and City Clerk to sign an Agreement to Purchase Tax-Defaulted Property for a vacant lot at 43 Cherry Hill Lane (APN 7572-004-022); and,
2) Authorized the City Manager to sign a Non-Objection Letter of Request to purchase a remainder parcel on Hawthorne Boulevard adjacent to the Civic Center/Upper Point Vicente Park property (APN 7573-002-011).

The motion to approve the Consent Calendar carried on the following roll call vote:

AYES: Long, Stern, Wolowicz, and Mayor Clark
NOES: None
ABSENT: Gardiner

I, Carla Morreale, HEREBY CERTIFY that the foregoing is a full, true and correct excerpt of minutes on this subject at said meeting and in witness whereof, I have hereunto set my hand and affixed the seal of the City of Rancho Palos Verdes on April 9, 2009.

Carla Morreale

Carla Morreale, CMC
City Clerk

CORE VALUES STATEMENT

The primary purpose of City government is to provide service. As your City government, our commitment is to wisely use our resources to provide competent, responsive and reliable services in an atmosphere, which demonstrates our commitment to accessibility, customer service, honesty and integrity. In all we do and in every decision we make we will ask ourselves, "Is this best for the City of Rancho Palos Verdes?"

VISION STATEMENT

Vision: After an extensive community outreach program, the City Council hereby affirms that the City's vision for Rancho Palos Verdes is to have a community that has the following qualities:

A safe community where citizens can enjoy their property and community amenities without fear for their safety;

Both public and private property will be maintained in a manner that will be compatible with the aesthetic setting of the Peninsula;

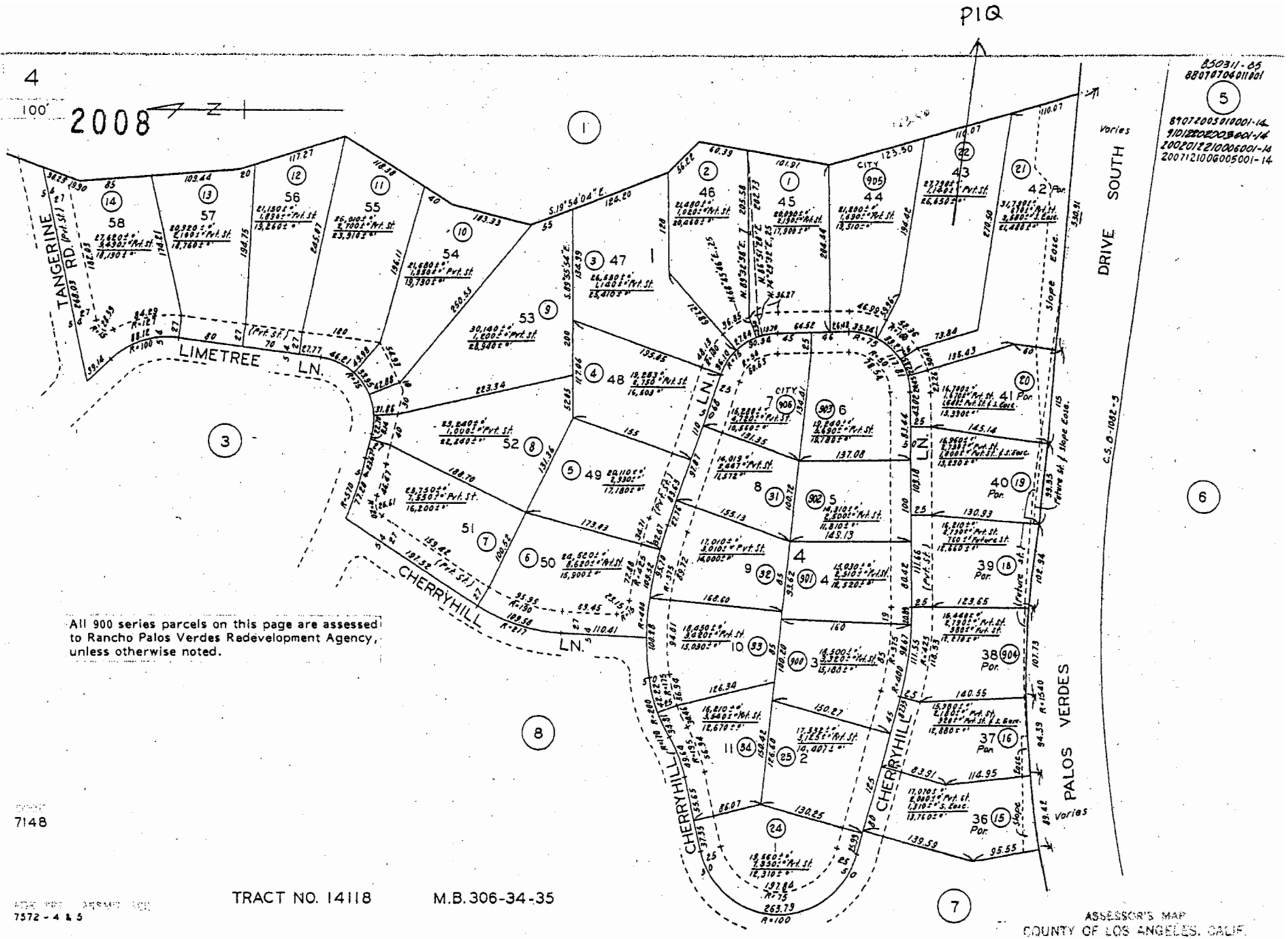
A sound community economic base will be developed and maintained;

As part of the economic base, the City will provide an opportunity for the development of quality recreation facilities;

There will be a high "customer satisfaction" level among users of City services;

A commitment to maintaining open space and public access in a manner that will not harm critical resources.

Adopted by the City Council
September 21, 1993


7572 4
2008
PIQ
TANGERINE RD.
LIMETREE LN.
CHERRYHILL LN.
DRIVE SOUTH
PALOS VERDES
Slope Ease.
Future St. & Slope Ease.
C.S. 0-1082-5
Varies
All 900 series parcels on this page are assessed to Rancho Palos Verdes Redevelopment Agency, unless otherwise noted.
7148
7572 - 4 & 5
TRACT NO. 14118
M.B. 306-34-35
ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

AGREEMENT TO PURCHASE
LOS ANGELES COUNTY TAX-DEFAULTED PROPERTY
(Public/Taxing Agency)

This Agreement is made this_____day of_____, 20___, by and between the Board of Supervisors of Los Angeles County, State of California, and the **CITY OF RANCHO PALOS VERDES** ("Purchaser"), pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

The real property situated within said county, hereinafter set forth and described in Exhibit "A" attached hereto and made a part hereof, 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 provision of law.

It is mutually agreed as follows:

1. That as provided by Section 3800 of the Revenue and Taxation Code, the cost of giving notice of this agreement shall be paid by the PURCHASER.

2. That the PURCHASER agrees to pay the total purchase price listed for each real property described in Exhibit "A" within 14 days after the date this agreement becomes effective. Upon payment of said sum to the tax collector, the tax collector shall execute and deliver a deed conveying title to said property to PURCHASER.

3. *That the PURCHASER agrees that the real property be used for the public use specified on Exhibit "A" of this agreement.*

4. That if said PURCHASER is a **TAXING AGENCY**, said agency would not share in the distribution of the payment required by this Agreement as defined by § 3791 and § 3720 of the Revenue and Taxation Code.

APPROVED AS TO FORM:

ROBERT KALUNIAN
Acting County Counsel

By_____
Deputy County Counsel

If all or any portion of any individual parcel listed in Exhibit "A" is redeemed prior to the effective date of this agreement, this agreement shall be null and void only as it pertains 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. Time is of the essence.

0§§3791, 3791.3 3793 R&T Code

X: ID:Chptr 8 Pubagency form
Revised 6/24/03

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

ATTEST:
CITY OF RANCHO PALOS VERDES

Carla Morreale
City Clerk
(Seal)

By _____
Mayor

ATTEST:

Board of Supervisors
Los Angeles County

By_____
Clerk of the Board of Supervisors

By_____
Chairman of the Board of Supervisors

By_____
Deputy
(seal)

Pursuant to the provisions of Section 3775 of the Revenue and Taxation Code the governing body of the City of **N/A** hereby agrees to the selling price as provided in this agreement.

ATTEST:

City of **N/A**

By_____
Mayor

(seal)

This agreement was submitted to me before execution by the board of supervisors and I have compared the same with the records of Los Angeles County relating to the real property described therein.

_____
Los Angeles County Tax Collector

Pursuant to the provisions of Sections 3775 and 3795 of the Revenue and Taxation Code, the Controller agrees to the selling price hereinbefore set forth and approves the foregoing agreement this ___ day of _____, 20__.

By:_____, STATE CONTROLLER

SUPERVISORIAL DISTRICT 4
AGREEMENT NUMBER 2637

EXHIBIT "A"

LOCATION	FIRST YEAR DELINQUENCY	DEFAULT NUMBER	PURCHASE PRICE	PURPOSE OF ACQUISITION
CITY OF RANCHO PALOS VERDES	2002	7572-004-022	$3,735.00*	DEVELOP EQUESTRIAN AND PEDESTRIAN TRAILS IN THE AREA

LEGAL DESCRIPTION

TRACT NO 14118 LOT 43 BLK 1

* The purchase price quoted on this Exhibit "A" is a projection of the purchase price for a schedule of eight (8) months. If the agreement is completed in less time, then the purchase price will be decreased; however if the completion of the agreement is longer than this time, the price will increase accordingly.

AGREEMENT TO PURCHASE
LOS ANGELES COUNTY TAX-DEFAULTED PROPERTY
(Public/Taxing Agency)

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APPROVED AS TO FORM:

ROBERT KALUNIAN
Acting County Counsel

By_____
Deputy County Counsel

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0§§3791, 3791.3 3793 R&T Code

X: ID:Chptr 8 Pubagency form
Revised 6/24/03

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

ATTEST:
CITY OF RANCHO PALOS VERDES

Carla Morreale
City Clerk
(Seal)

By B. E. Cole
Mayor

ATTEST:

Board of Supervisors
Los Angeles County

By_____
Clerk of the Board of Supervisors

By_____
Chairman of the Board of Supervisors

By_____
Deputy
(seal)

Pursuant to the provisions of Section 3775 of the Revenue and Taxation Code the governing body of the City of **N/A** hereby agrees to the selling price as provided in this agreement.

ATTEST:

City of **N/A**

By_____
Mayor

(seal)

This agreement was submitted to me before execution by the board of supervisors and I have compared the same with the records of Los Angeles County relating to the real property described therein.

Los Angeles County Tax Collector

Pursuant to the provisions of Sections 3775 and 3795 of the Revenue and Taxation Code, the Controller agrees to the selling price hereinbefore set forth and approves the foregoing agreement this ___ day of _____, 20__.

By:_____, STATE CONTROLLER

SUPERVISORIAL DISTRICT 4
AGREEMENT NUMBER 2637

EXHIBIT "A"

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