COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 437
POST OFFICE BOX 514917
LOS ANGELES, CALIFORNIA 90051-4917

MARK J. SALADINO
TREASURER AND TAX COLLECTOR

TELEPHONE
(213) 974-2101

TELECOPIER
(213) 626-1812

June 1, 2004

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

Dear Supervisors:

AGREEMENT TO PURCHASE
"TAX DEFAULTED SUBJECT TO POWER TO SELL" PROPERTIES
SUPERVISORIAL DISTRICT 2- AGREEMENT 2329
SUPERVISORIAL DISTRICT 5- AGREEMENT 2390
SUPERVISORIAL DISTRICT 5- AGREEMENT 2397
(3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the Purchase Agreements of "Tax Defaulted Subject to Power to Sell" properties being acquired by three public agencies pursuant to the Revenue and Taxation Code, with revenue to be provided to recover a portion, if not all 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 OF RECOMMENDED ACTION

The properties described in the 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. Exhibit "A" attached to each agreement indicates the legal description and selling price of the parcels.

Upon approval, the enclosed 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.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of these agreements is also 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.

JUSTIFICATION

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 three public agencies. The first agreement is with the Culver City Redevelopment Agency. It is the intent of this agency to utilize this property for redevelopment purposes. The second agreement is with the City of Santa Clarita. It is the intent of this agency to utilize this property to complete the Golden Valley Interchange. The third agreement is with the City of Monrovia. It is the intent of this agency to utilize this property for hillside preservation.

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 back property taxes, penalties and costs on the delinquent parcels. Any remaining tax balance will be cancelled from the existing tax roll.

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.

A summary of the public agencies' purchases is attached. This attachment indicates the affected Supervisorial Districts and the use for which each property is being acquired. Moreover, we have attached 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 property 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)

Not applicable.

CONCLUSION

Upon approval of the attached agreement forms, the Department will need all original documents returned for submission to the State Controller.

Respectfully submitted,

MARK J. SALADINO
Treasurer and Tax Collector

MJS:DJD:MD:js
Bdltr.agreement.6/1/04

Attachments

c: Assessor
Chief Administrative Officer
County Counsel
Auditor-Controller
Internal Services Department

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. GATLY
TAX COLLECTOR

November 17, 1970

W. T. KIRWEL
CHIEF DEPUTY

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

173 NOV 24 1970

LARRY J. MONTANA
EXECUTIVE OFFICER

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,

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

Attachment "B"

SUMMARY OF PUBLIC AGENCY'S PURCHASE

SECOND SUPERVISORIAL DISTRICT

AGREEMENT NUMBER 2329

AGENCY

CULVER CITY REDEVELOPMENT AGENCY
Public Agency (2 copies)

Selling price of this parcel
shall be $ 56,630.00

Public Agency
intends to utilize
this property
for redevelopment
purposes.

SUPERVISORIAL DISTRICT	LOCATION	PARCEL NUMBER(S)	MINIMUM BID
2ND	CULVER CITY	4209-027-010	$56,630.00

SUMMARY OF PUBLIC AGENCY'S PURCHASE

FIFTH SUPERVISORIAL DISTRICT

AGREEMENT NUMBER 2390

AGENCY

CITY OF SANTA CLARITA
Public Agency (2 copies)

Selling price of this parcel
shall be $ 1,086.00

Public Agency
intends to utilize
this property
to complete the
Golden Valley Interchange

SUPERVISORIAL DISTRICT	LOCATION	PARCEL NUMBER(S)	MINIMUM BID
5TH	CITY OF SANTA CLARITA	2836-017-025	$1,086.00

FIFTH SUPERVISORIAL DISTRICT

AGREEMENT NUMBER 2397

AGENCY

CITY OF MONROVIA
Public Agency (2 copies)

Selling price of this parcel
shall be $ 2,461.00

Public Agency
intends to utilize
this property
for hillside preservation

SUPERVISORIAL DISTRICT	LOCATION	PARCEL NUMBER(S)	MINIMUM BID
5TH	CITY OF MONROVIA	8523-005-009	$2,461.00

AGREEMENT NUMBER 2329

CULVER CITY REDEVELOPMENT AGENCY

SECOND SUPERVISORIAL DISTRICT

9770 CULVER BOULEVARD CULVER CITY, CA 90232-0507 www.culvercity.org

June 30, 2003

AGREEMENT # 2329
DISTRICT 2

Stan Redins, Tax Service Specialist
Secured Property Tax Division
Kenneth Hahn Hall of Administration
225 North Hill Street, Room 130
PO Box 512102
Los Angeles, CA 90061-0102

Culver CITY

RE: 2003B Public Tax Auction

Dear Mr. Redins:

On behalf of the Culver City Redevelopment Agency ("Agency") and the City of Culver City, please accept this as our letter of interest in acquiring the following properties listed in the "County of Los Angeles Tax Collector Tax Defaulted Property Sale 2003B":

R ~~Item No. 3425~~ ~~APN 4205-026-001~~ Redeemed
Item No. 3427 APN 4209-027-010

The parcels are located in the Agency's Redevelopment Project Area and will be used for redevelopment purposes. The City of Culver City is currently in the process of developing a comprehensive plan for the revitalization of the Ballona Creek and the acquisition of these parcels, located within the Creek, could assist in their development.

As I discussed with you on the phone, we will be taking this item to the Agency/City Council in closed session on July 7th. If they decide that they do not wish for staff to proceed with the acquisition of these properties, I will contact you immediately.

If there are any further questions, please feel free to contact me at 310.253.5769.

Sincerely,

Brianna García
Real Property Coordinator

received
6-30-03
S. Redins 3:00 pm

cc: Sharon Perkins, Operations Chief, Secured Property Tax Division
Jerry Fulwood, CAO
Susan Evans, Assistant Executive Director
Mark Wardlaw, Deputy Community Development Director
Pam Keyes, Public Works Director
Susan Yun, Associate Planner

MIRIAM MACK REDEVELOPMENT ADMINISTRATOR redevelopment@culvercity.org
REDEVELOPMENT AGENCY TEL 310.253.5760 FAX 310.253.5779

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 90051-0102

MARK J. SALADINO
TREASURER AND TAX COLLECTOR

Application to Purchase Tax Defaulted Subject to Power to Sell Property

Name of Organization: Culver City Redevelopment Agency
(name of the city, county, district, redevelopment agency or state)

Application to Purchase: (check one)

__*__ Objection to a Current Pending Chapter 7 Sale

_____ Application-No Pending Chapter 7 Sale

Public Purpose for Acquiring the Property: Redevelopment Purposes (redevelopment of Ballona Creek)

List the Propertie(s) by Assessor's Identification Number:

4209-027-010

Authorized Signature: Gary Silbiger

Title: AGENCY CHAIR

Date: 29 January 04

Agreement Number: **2329**

§§3695, 3695,4, 3695.5 3791, 3891.3 and 3791.4

These Minutes Are Not Official Until
Approved by the Culver City Redevelopment Agency

CULVER CITY REDEVELOPMENT AGENCY

MINUTES

January 20, 2004

Call to Order

The meeting of the Culver City Redevelopment Agency was called to order at 6:00 p.m. The following closed session items were pulled from the agenda due to additional information needed on these items. These items will be placed on a future agenda for discussion.

A. Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Address:	9810 Washington Boulevard
Negotiating Parties:	Susan Evans and Agency General Counsel
Under Negotiation:	Price and Terms

B. Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Address:	8325 Higuera Street
Negotiating Parties:	Susan Evans and Agency General Counsel
Under Negotiations:	Price and Terms

-0-

Call to Order

The meeting of the Culver City Redevelopment Agency was called to order at 7:00 p.m. with five members present.

-0-

Invocation/Pledge of Allegiance

The invocation was given by Executive Director, Jerry Fulwood and the Pledge of Allegiance was led by Ari Noonan.

-0-

Roll Call

Members Present:

Gary Silbiger, Chairman
Carol A. Gross, Vice Chair
Albert Vera
Steven J. Rose
Alan Corlin

-0-

Staff Present

Jerry Fulwood, Executive Director; Susan Evans, Assistant Executive Director; Joe Pannone, Agency Counsel; Pam Keyes, Public Works Director; Kellee Fritzal, Economic Development Manager; Brianna Garcia, Real Property Coordinator; Alicia Weintraub, Management Analyst; Jeff Eastman, Acting Fire Chief.

-0-

Audience Participation – Non-Agenda Items

Mark Olson, representing Southern California Edison, 1721 22nd Street, Santa Monica, explained the streetlight problems and the corrective measures being made near the intersection of Washington Boulevard and Inglewood Avenue.

Mr. Corlin commented and asked questions regarding problems with streetlights along Washington Boulevard, west of Inglewood Boulevard and east of Berryman Avenue.

Marta Zaragoza, PO Box 192, Culver City, addressed the Agency Members and invited all to attend the open house of Nate Holden's 47th District Assembly campaign on January 25, 2004, 2:00-5:00 p.m., located at 3699 Crenshaw Boulevard, Los Angeles, and encouraged everyone to vote during the upcoming election.

-0-

Secretary's Report

Moved by Mr. Vera, seconded by Ms. Gross and unanimously passed to receive and file the Secretary's Report.

-0-

Minutes

Moved by Mr. Rose, seconded by Ms. Gross and unanimously passed to approve the minutes of December 15, 2003.

-0-

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Treasurer's Report

Moved by Ms. Gross, seconded by Mr. Vera and unanimously passed to approve the Treasurer's Cash Disbursement Report of January 20, 2004.

-0-

ACTION ITEMS:

6A. Authorization of Amendment No. 2 to the Agreement with Schindler Elevator Corporation for the Maintenance of the Elevators in the Cardiff, Watseka, and Ince Parking Structures.

Moved by Ms. Gross, seconded by Mr. Rose and unanimously passed that the Agency: Authorize the Assistant Executive Director to enter into Amendment No. 2 with Schindler Elevator Corporation for the maintenance of the elevators in the Cardiff, Watseka and Ince Parking Structures, for a two-year period and in an amount not-to-exceed $19,238.40.

-0-

6B. Authorization to Enter into an Agreement with the Los Angeles County Treasurer and Tax Collector for the Purchase of Tax-Defaulted Property.

Moved by Ms. Gross, seconded by Mr. Rose and unanimously passed that the Redevelopment Agency authorize the execution of an Agreement with the Los Angeles County Treasurer and Tax Collector for the purchase of a tax-defaulted property, identified as assessor parcel number 4209-027-010.

-0-

6C. Authorization to enter into an Agreement with CBM Consulting, Inc. for the Design and Construction Management Services for a Security Enclosure at the Cardiff Parking Structure; and Authorization to Bid the Project Upon Completion of the Construction Documents.

Moved by Ms. Gross, seconded by Mr. Rose and unanimously passed that the Redevelopment Agency:

1. Authorize the Assistant Executive Director to enter into an Agreement with CBM Consulting, Inc. for the design and construction management services for a security enclosure at the Cardiff Parking Structure; and

2. Authorize staff to bid the project upon completion of the construction documents.

-0-

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6D. Authorization to Enter into an Agreement with RTKL Associates to Prepare a Concept Master Plan for the Wade Street – Culver West Park Area.

Mr. Vera suggested that the funds be spent on the park, not on a lengthy study.

Ms. Evans responded to Mr. Vera's comment and spoke about funding the project and the initial planning stages.

Ms. Gross asked Ms. Evan's to provide the Agency with additional background on this item.

Ms. Evan's spoke about future plans for Wade Street and the Culver West Park Area.

Moved by Ms. Gross, seconded by Mr. Rose and unanimously passed that the Redevelopment Agency authorize the Assistant Executive Director to execute an Agreement with RTKL Associates, Inc. for the development of a Concept Master Plan for the Wade Street-Culver West Park Area, for an amount not-to-exceed $44,000.

-0-

6E. Authorization to Execute an Amendment to the Agreement with Exceptional Children's Foundation for Downtown Maintenance Services.

Mr. Rose excused himself from the dais regarding this item since he was the immediate past Chairman of the Board for the Exceptional Children's Foundation.

Alicia Weintraub provided the Agency Members with a staff report on the item.

Agency Members discussed the item with staff as it related to the amendment dates in the agreement; employee staffing; and boundaries where the crews would clean.

Mr. Pannone responded to and clarified questions relating to date of contract amendment. Ms. Mary Breton, Associate Director of the Exceptional Children's Foundation responded and explained how the teams are staffed. Ms. Weintraub confirmed that the boundaries include cleaning the area near the school district.

Mr. Silbiger suggested that the area be extended to include the Linwood E. Howe Elementary School.

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Moved by Mr. Vera, seconded by Ms. Gross and passed 4 / 0 / 1 (Mr. Rose abstained) that the Redevelopment Agency authorize the Assistant Executive Director to execute an amendment to the Agreement with Exceptional Children's Foundation to extend the Agreement term and increase the agreement amount by $20,000 for continued maintenance services in the Downtown area and adjacent neighborhood, in an amount not to exceed $20,000, subject to approval by Agency General Counsel.

-0-

Other Business

Ms. Evans spoke about the Agency's request to put together Culver City "Welcome Bags", that would include information and coupons about Culver City to new homeowners, and recognized Alicia Weintraub's hard work and effort at completing the task. Ms. Weintraub presented each Agency Member with a "Welcome Bag".

Mr. Corlin spoke about a City Council matter regarding a letter received from Samuel Romo regarding traffic on Farragut Avenue and Van Buren Place. Pam Keyes responded and will report back to the City Council the traffic counts and follow up on the changes and options to that area.

Mr. Rose reported that Culver City housing prices have risen to $400 per square foot as compared with Los Angeles City at $230 per square foot, and was pleased to know that the home values are improving in Culver City. He also spoke about a study presented by the USC Marshall School that compared the permit process and the ease of other businesses relocating to City of Culver City, Pasadena, Burbank, and Santa Monica. Culver City and Pasadena ranked the highest.

Ms. Gross and Mr. Silbiger thanked staff from Parks and Recreation Division and everyone involved in putting together the celebration of Dr. Martin Luther King's birthday. Mr. Silbiger spoke about another event held in Santa Monica, hosted by the Westside Coalition commemorating Dr. Martin Luther King.

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Adjournment

There being no further business, it was moved by Mr. Vera, seconded by Ms. Gross and unanimously passed to adjourn the meeting at 7:40 p.m., to the next regularly scheduled meeting on Monday, February 2, 2004, at 7:00 p.m., in the Mike Balkman Council Chambers.

-0-

MARNA JOHNSON
Recording Secretary

GARY SILBIGER, CHAIRMAN
Redevelopment Agency

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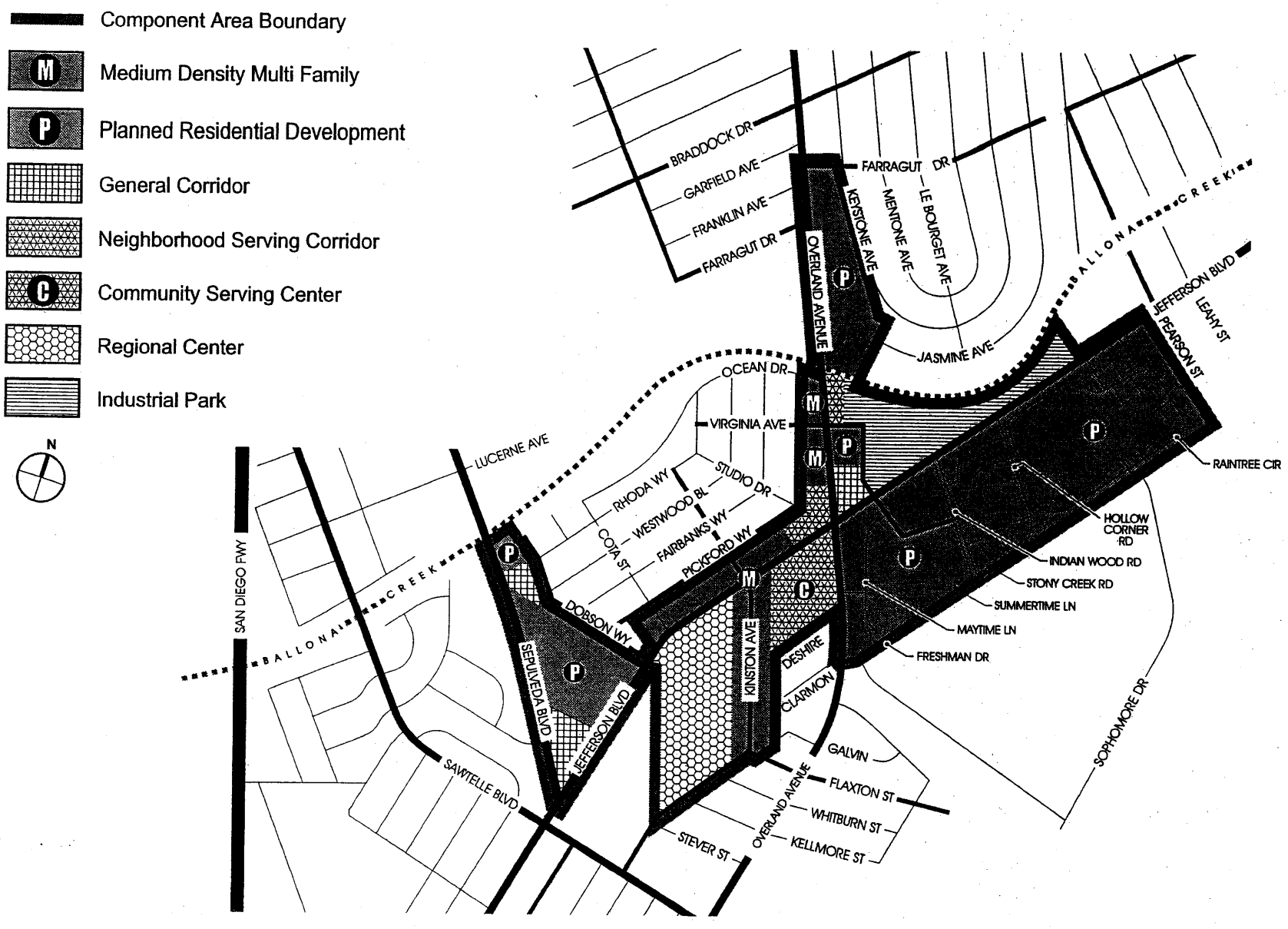


COMPONENT AREA NO. 2 - OVERLAND/JEFFERSON

FIGURE 3 - The Culver City Redevelopment Project

City of Culver City, California
Redevelopment Agency Agenda Item Report

Meeting Date: 01/20/04	Item Number: 6B
AGENDA ITEM: **Authorization to Enter into an Agreement with the Los Angeles County Treasurer and Tax Collector for the Purchase of Tax-Defaulted Property**	
Contact Person/Dept.: Brianna Garcia	Phone Number: (310) 253-5769
Fiscal Impact: Yes [X] No []	General Fund: Yes [] No [X]
Public Hearing: [] Action Item: [X]	Attachments: [X]
Public Notification: Master Notification List	
Department Approval: Susan Evans	Exec. Director Approval: Jerry Fulwood
City Controller Approval: Eric Shapiro	

RECOMMENDATION:

Staff recommends that the Agency enter into an agreement with the Los Angeles County Treasurer and Tax Collector for the purchase of tax-defaulted property.

BACKGROUND:

Every year, the L.A. County Treasurer and Tax Collector distributes a list of tax-defaulted properties available for purchase through auction. These properties are available to public and taxing agencies and other non-profit organizations prior to auction if the properties are needed for public purposes, per Division 1, Part 6, Chapter 8 of the Revenue and Taxation code.

This year, two of the properties were located in Culver City, both within the Redevelopment Project Area, and both were within the Ballona Creek flood control channel. (Please see attached maps and photographs of the tax-defaulted properties.) Redevelopment staff, in consultation with Planning and Engineering, has assessed the viability of purchasing these properties to further the City's General Plan goal to improve and enhance the Ballona Creek.

The first property located near the Hayden Tract, along Jefferson just south of National Boulevard, has a minimum purchase price of $8,020. The other property located near the Agency's Virginia Parking Lot, east of Overland Avenue and north of Ocean Drive, has a minimum purchase price of $52,930. (The purchase price is the minimum bid listed in the Tax-Defaulted Auction book.)

The process of purchasing L.A. County tax-defaulted properties requires that the County receive a letter of intent and purpose of acquisition no later than July 3,

2003. Due to the fact that the County required this information by the 3rd and staff could not meet with the Agency until July 7, 2003, staff proceeded with sending a letter to the County to reserve a right to the property. This request could be withdrawn by staff if the Agency determined it did not want to pursue acquisition.

In Closed Session on July 7, 2003, staff discussed the pros and cons of purchasing the property. The main reason to purchase would be to support and promote the City's interest and provide the ability to retain local control in future Ballona Creek improvements. The one negative aspect is that these properties are subject to a flood control easement and therefore provide limited development opportunities. The Agency authorized staff to move forward with the purchase of the properties.

DISCUSSION:

On November 3, 2003, staff received a packet from the County to purchase one of the properties (4209-027-010; the property nearest Overland Avenue). The other property was redeemed by the owner and is no longer available for purchase. The packet includes an agreement, a list of required documents and the purchase price. The Agency Chair will be required to sign the documents and staff will then forward all necessary information to the County. All documents have been reviewed and approved by Agency General Counsel.

FISCAL ANALYSIS:

The purchase price listed is $56,630, which is slightly higher than that listed in the original auction book. This is a projection of the purchase price for a schedule of eight (8) months. If the intended schedule for the completion of the agreement is delayed, the amount would be increased accordingly. If the agreement is completed in less time, then the purchase price will be decreased accordingly.

Sufficient funds have been allocated in Program 55395500 for property acquisition.

Please note that the landscaped portion of this property is currently within a Landscape Maintenance Assessment District overseen by the Public Works Department, Engineering Division. Therefore, there are no additional costs associated with maintenance.

ATTACHMENTS:

1. Property maps and photographs
2. Agreement with County

MOTION:

That the Agency:

Authorize the execution of an Agreement with the Los Angeles County Treasurer and Tax Collector for the purchase of a tax-defaulted property, identified as assessor parcel number 4209-027-010.

REDEVELOPMENT PLAN FOR THE CULVER CITY REDEVELOPMENT PROJECT COMPONENT AREA NO. 2

I. (§100) INTRODUCTION

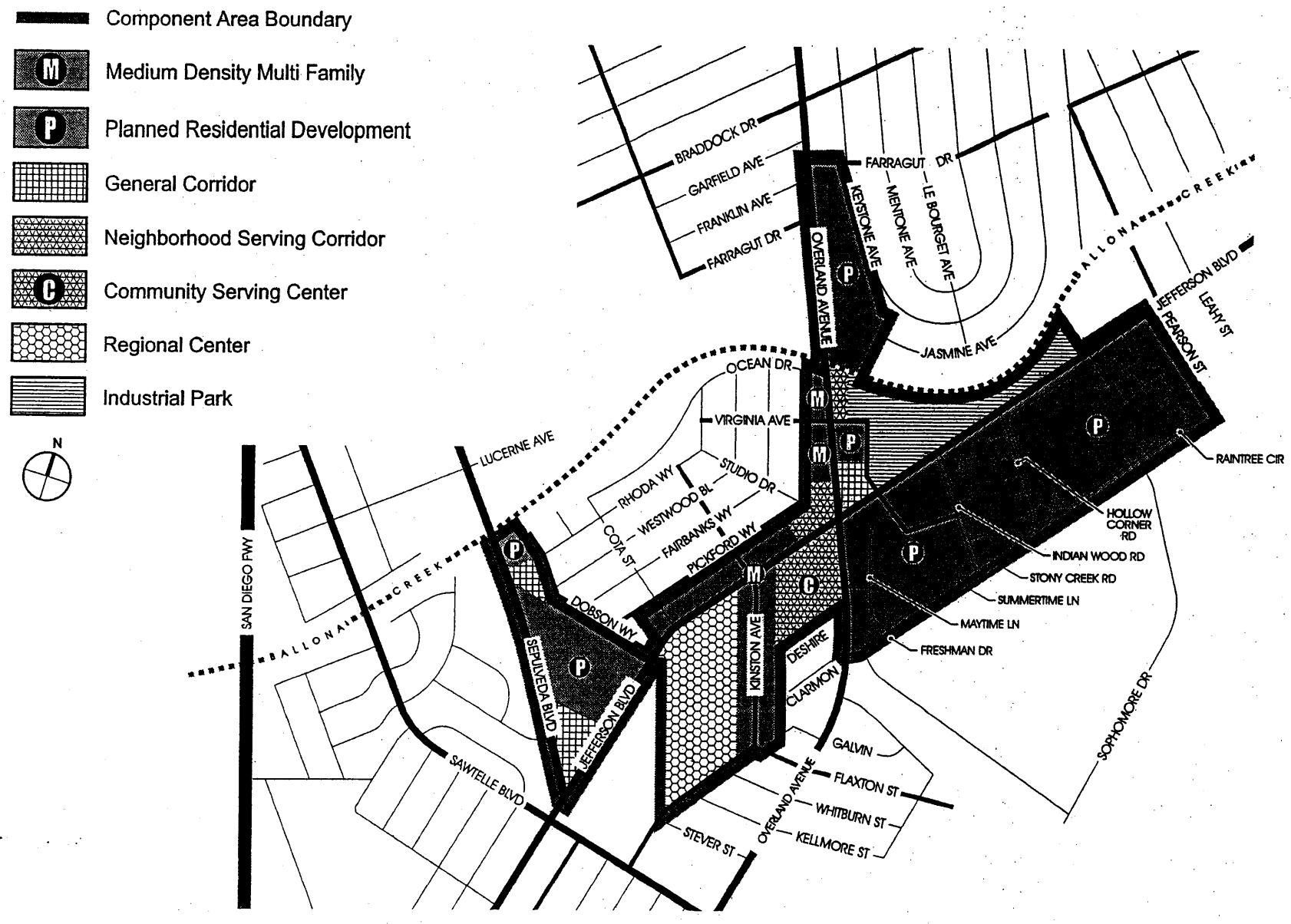
The Redevelopment Plan ("Plan") for Component Area No. 2 of the Culver City Redevelopment Project consists of Part I, Text and Part II, Map. This Plan has been prepared by the Culver City Redevelopment Agency ("Agency") pursuant to the Community Redevelopment Law of the State of California ("Redevelopment Law"), the United States Constitution, the California Constitution, and all applicable local laws and ordinances. The California Community Redevelopment Law is located in the California Health and Safety Code, Section 33000, et seq.

II. (§200) COMPONENT AREA NO. 2 BOUNDARIES

The boundaries of Component Area No. 2 of the Culver City Redevelopment Project are illustrated on the Map (Figure 3). The legal description of the boundaries of Component Area No. 2 is as follows:

That certain parcel of land in the City of Culver City, County of Los Angeles, State of California, described as follows:

Beginning at the intersection of the southwesterly prolongation of the southeasterly line of Tract 23814, M.B. 810, P. 78-82, records of the County of Los Angeles, and the southwesterly line of Overland Avenue as it existed on November 18, 1971; thence northwesterly along said line of Overland Avenue to the intersection with the northwesterly line of Deshire Place (30 feet wide) as shown on map of Tract 20744, M.B. 553, P. 25 and 26, records of the County of Los Angeles; thence along the northeasterly prolongation of said line to the southwesterly line of Overland Avenue as it existed on November 18, 1971; thence northwesterly along said southwesterly line to the southeasterly line of Lot 1, Tract 3344, M.B. 36, P. 92, records of the County of Los Angeles; thence southwesterly along said line to the northeasterly line of Tract 16912; M.B. 392, P. 14-17, records of the County of Los Angeles; thence southeasterly along said line to the westerly line of Lot 109 of said Tract; thence southerly along said line and the westerly line of Lot 110 of said Tract and the southerly prolongation of said line to the southerly line of Flaxton Avenue; thence westerly along said line to the southeasterly line of Hazelton*Avenue; thence southerly along said line of Hazelton*Avenue to the intersection with the southeasterly prolongation of the southwesterly line of Lot 5, Tract 3344; thence northwesterly along said prolongation and said southwesterly line to the southeasterly line of Jefferson Boulevard; thence southerly along said line of Jefferson Boulevard to the intersection with the southeasterly prolongation of the most northerly line of Tract 16817, M.B. 385, P. 45-47, records of the County of Los Angeles; thence northwesterly along said prolongation to the intersection of said line with the southerly line of Sepulveda Boulevard as it existed on November 18, 1971; thence northwesterly along said southerly line to the intersection of said line with the southwesterly prolongation of the northwesterly line of Tract 16283, M.B. 381, P. 43-45, records of the County of Los Angeles; thence northeasterly along said prolongation to the southerly line of said Tract 16283; thence



COMPONENT AREA NO. 2 - OVERLAND/JEFFERSON

FIGURE 3 - The Culver City Redevelopment Project

southeasterly and easterly along said line to Jefferson Boulevard as it existed on November 18, 1971; thence northerly along Jefferson Boulevard to the northerly line of Tract 16283; thence westerly and northerly along said Tract line to the most easterly corner of Lot 56, Tract 16283; thence in a direct line to the most southerly corner of Lot 85, Tract 10123, M.B. 141, P. 15-17, records of Los Angeles County; thence along the southeasterly line of Lots 85 through 72, Tract 10123, thence along the northeasterly prolongation of said line to the southeasterly corner of Lot 71 of said Tract; thence along the northeasterly prolongation of said line to the southeasterly corner of Lot 71 of said Tract; thence along the southeasterly line of Lot 71 through 59 of said Tract to the southerly line of Studio Drive (60 feet wide); thence in a direct line to the most easterly corner of Lot 284 of said Tract; thence northwesterly along the northeasterly line of Lots 284 through 272 of said Tract; thence along the northwesterly prolongation of said line to the most easterly corner of Lot 271 of said Tract; thence northwesterly along the northeasterly line of Lots 271 through 266 of said Tract and its northwesterly prolongation to the southeasterly line of the Los Angeles County Flood Control District's Ballona Creek Channel as it existed on November 18, 1971; thence northeasterly along said line to the westerly line of Overland Avenue as it existed on November 18, 1971; thence northwesterly along said line of Overland Avenue to the southwesterly prolongation of the northwesterly line of Lot 1, Tract 17836, M.B. 433, P. 14, records of Los Angeles County; thence northeasterly along said prolongation and said Tract line to the southwesterly line of Tract 17328, M.B. 426, P. 44-48, records of Los Angeles County; thence southeasterly along said Tract line through its various courses and its southeasterly prolongation to the southerly line of the Los Angeles County Flood Control District's Ballona Creek Channel as it existed on November 18, 1971; thence northeasterly along said line to the southerly line of Lot 2, Tract 3343, M.B. 36, P. 90-91, records of Los Angeles County; thence southeasterly along said line to the northwesterly line of Jefferson Boulevard as it existed on November 18, 1971; thence northerly along said line to the intersection with the northwesterly prolongation of the northeasterly line of Tract 23814, M.B. 810, P. 78-82, records of Los Angeles County; thence southeasterly along said prolongation and said line to the boundary line of the City of Culver City as it existed on November 18, 1971; thence southerly along said boundary line and the easterly line of said Tract and the prolongation of said Tract line to the point of beginning.

* Street name changed to Kinston Avenue November 22, 1971. See Resolution No. CS-6654.

III. (§300) REDEVELOPMENT ACTIONS

A. (§301) General

The Agency proposes to eliminate and prevent the spread of blight in the Project area by:

(1) Acquisition of certain real property;

(2) Demolition or removal of certain buildings and improvements;

(3) Relocation assistance to displaced residential and nonresidential occupants;

(4) Installation, construction, or reconstruction of streets, utilities, and other public improvements;

(5) Disposition of property acquired for uses in accordance with this Plan;

(6) Redevelopment of land by private enterprise and public agencies for uses in accordance with this Plan.

B. (§302) Property Acquisition

1. (§303) Acquisition of Real Property

Except as specifically exempted herein, the Agency may acquire but is not required to acquire, all real property located in the Project area, by gift, devise, exchange, purchase, eminent domain, or any other lawful method. The Agency shall not have authority to acquire, by eminent domain, property on which any persons lawfully reside.

Eminent domain proceedings, if used, must be commenced within twelve (12) years from the effective date of City Ordinance No. 98-014. Such time limit only be extended by further amendments to this Plan.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment, and in order to execute the Plan, for the power of eminent domain to be employed by the Agency to acquire real property in the Project area.

The Agency shall not acquire interests in oil, gas, or other mineral substances within the Project area, except to preclude surface drilling within the Project area.

The Agency is not authorized by law to acquire real property owned by public bodies which do not consent to such acquisition. The Agency is authorized, however, to acquire public property if it becomes private property by being transferred by deed, lease, or otherwise to private ownership or control before the Agency completes land disposition within the entire Project area, if the Agency and the private owner do not enter into a participation agreement.

The Agency shall not acquire real property to be retained by an owner pursuant to a participation agreement if the owner fully performs under the agreement. The Agency is authorized to acquire structures without acquiring the land upon which those structures are located. The Agency is also authorized to acquire any other interest in real property less than a fee.

The Agency shall not acquire real property on which an existing building is to be continued on its present site and in its present form and use without the consent of the owner, unless (1) such building requires structural alteration, improvement, modernization, or rehabilitation, or (2) the site or lot on which the building is situated requires modification in size, shape, or use, or (3) it is necessary to impose upon such property any of the standards, restrictions, and controls of the Plan and the owner fails or refuses to participate in the Plan by executing a participation agreement.

2. (§304) Acquisition of Personal Property

Generally, personal property shall not be acquired. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Project area by any lawful means except eminent domain.

C. (§305.) Participation by Owners and Tenants

1. (§306) Tenant Participation

The Agency shall extend preferences to persons who are engaged in business in the Project area to reenter in business within the redeveloped area if they otherwise meet the requirements prescribed by the Plan. The Agency shall also extend preferences to other tenants in the Project area if they otherwise meet the requirements prescribed by the Plan. The Agency is authorized to permit business, residentia1, institutional, and semi-public tenants, if they so desire, to purchase and develop real property in the Project area.

2. (§307) Owner Participation

The Agency is also authorized to permit persons who are owners of residential, business, and other types of real property in the Project area to be given the opportunity to participate in redevelopment by rehabilitation, by retention of improvements, or by new development by retaining all or a portion of their properties, by acquiring adjacent or other properties in the Project area, or by selling their properties to the Agency and purchasing other properties in the Project area.

In the event an owner-participant fails or refuses to rehabilitate or newly develop his real property pursuant to this Plan and the agreement, the real property or any interest therein may be acquired by the Agency and sold or leased for rehabilitation or development in accordance with this Plan.

If conflicts develop between the desires of participants for particular sites or land uses, the Agency is authorized to establish reasonable priorities and preferences among the owners and tenants.

In addition to opportunities for participation by individual persons and firms, participation to the extent it is feasible shall be available for two or more persons, firms, or institutions to join together in partnerships, corporations, or other joint entities.

Participation opportunities shall necessarily be subject to and limited by such factors as the expansion of public facilities; elimination and changing of land uses; realignment of streets; the ability of owners to finance acquisition and development in accordance with the Plan; any reduction in the total number of individual parcels in the Project area; and assembly and development of a site for a regional shopping center.

3. (§308) Rules for Participation Opportunities

The Agency shall promulgate rules for owner and tenant participation.

4. (§. 309) Participation Agreements

Each person desiring to become a participant shall enter into a binding agreement with the Agency by which the participant agrees to rehabilitate, develop, or use the property in conformance with the Plan and to be subject to the provisions hereof. In such agreements,

participants who retain real property shall be required to join in the recordation of such documents as are necessary to make the provisions of this Plan applicable to their properties.

Whether or not a participant enters into a participation agreement with the Agency, the provisions of this Plan are applicable to all public and private property in the Project area.

D. (§310) Cooperation with Public Bodies

Certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, or operation of this Project. The Agency shall seek the aid and cooperation of such public bodies and shall attempt to coordinate this Plan with the activities of such public bodies in order to accomplish the purposes or redevelopment and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by public bodies without the consent of such public bodies. The Agency, however, will seek the cooperation of all public bodies which own or intend to acquire property in the Project area. The Agency shall impose on all public bodies the planning and design controls contained in the Plan to insure that present uses and any future development by public bodies will conform to the requirements of this Plan. Any public body which owns or leases property in the Project area will be afforded all the privileges of owner and tenant participation if such public body is willing to enter into a participation agreement with the Agency.

E. (§311) Property Management

During such time as property, if any, in the Project area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for redevelopment.

In accordance with Health and Safety Code Section 33401, the Agency may, in any year during which it owns real property in the Project area pay directly to any city, county, city and county, district, including, but not limited to, a school district, or other public corporation for whose benefit a tax would have been levied upon the real property had it not been exempt, an amount of money in lieu of taxes that may not exceed the amount of money the city, county, city and county, district, including, but not limited to, a school district, or other public corporation would have received if the real property had not been tax exempt.

F. (§312) Relocation of Persons Displaced by the Project

1. (§313) Assistance in Finding Other Locations

The Agency shall assist all persons (including families, business concerns, and others) displaced by the Project in finding other locations and facilities. In order to carry out the Project with a minimum of hardship to persons displaced from their homes, the Agency shall assist individuals and families in finding housing that is decent, safe, sanitary, within their financial means, in reasonably convenient locations, and otherwise suitable to their needs. The Agency is also authorized to provide housing inside or outside the Project area for displaced persons.

2. (§314) Relocation Payments

The Agency is authorized to pay moving expenses to residents (including individuals and families) displaced by the Project, in amounts not exceeding $350. The Agency is also authorized to pay relocation payments to business concerns for moving expenses where the Agency determines it is in the best interest of the Project. The Agency may make such other payments as may be in the best interest of the Project and for which funds are available. Relocation payments shall be made pursuant to Agency rules and regulations and only to the extent funds are available for such purposes.

G. (§315) Demolition, Clearance, Public Improvements, Building and Site Preparation

1. (§316) Demolition and Clearance

The Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project area as necessary to carry out the purposes of this Plan.

2. (§317) Public Improvements, Public Facilities, and Public Utilities

The Agency is authorized to install and construct or to cause to be installed and constructed the public improvements, public facilities, and public utilities (within or outside the Project area) necessary to carry out the Plan. Such improvements, facilities, and utilities include, but are not limited to, over or underpasses, bridges, streets, curbs, gutters, sidewalks, street lights, sewers, storm drains, traffic signals, electrical distribution systems, natural gas distribution systems, water distribution systems, parks, plazas, playgrounds, telephone systems, motor vehicle parking facilities, and landscaped areas.

3. (§318) Preparation of Building Sites

The Agency is authorized to prepare or cause to be prepared as building sites any real property in the Project area.

H. (§319) Rehabilitation and Moving of Structures by the Agency

1. (§ 320) Rehabilitation

The Agency is authorized to rehabilitate or to cause to be rehabilitated any building or structure in the Project area. The Agency is also authorized and directed to advise, encourage, and assist in the rehabilitation of property in the Project area now owned by the Agency.

2. (§321) Moving of Structures

As necessary in carrying out this Plan, the Agency is authorized to move or to cause to be moved any standard structure or building to a location within or outside the Project area.

I. (§322) Property Disposition and Development

1. (§323) Real Property Disposition and Development

a. (§324) General

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property.

To the extent permitted by law, the Agency is authorized to dispose of real property by leases or sales by negotiation without public bidding.

All real property acquired by the Agency in the Project area shall be sold or leased for development at prices which shall not be less than fair value for the highest and best uses permitted under this Plan, except when a lesser consideration is necessary to effectuate the purposes of this Plan. If a lesser consideration is required, it shall be no smaller than the estimated value of the interest to be conveyed or leased, as determined at the use and with the conditions, covenants, and development costs required by the sale or lease. Real property containing buildings or structures rehabilitated by the Agency shall be offered for resale within one year after completion of rehabilitation, or an annual report concerning such real property shall be published by the Agency as required by law.

The Agency shall lease or sell all real property acquired by it in the Project area, except that the Agency may donate real property to the City. The Agency may sell, lease, grant, or donate real property owned or acquired by the Agency in the survey area for the Project area to a housing authority or to any public agency for public housing projects.

The Agency shall reserve such powers and controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to insure that development is carried out pursuant to this Plan.

All purchasers or lessees of property shall be made obligated to use the property for the purposes designated in this Plan, to begin and complete development of the property within a period of time which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this Plan.

b. (§325) Purchase and Development Documents

To provide adequate safeguards to ensure that the provisions of this Plan will be carried out, and to prevent the recurrence of blight, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements, shall be made subject to the provisions of this Plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the zoning ordinance, conditional use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the Recorder of the County.

The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provisions necessary to carry out this Plan.

All property in the Project area is hereby subject to the restriction that there shall be no discrimination or segregation based upon race, color, religion, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project area. All property sold, leased, conveyed, or subject to a participation agreement shall be made expressly subject by appropriate documents to the restriction that all deeds, leases, or contracts for the sale, lease, sublease, or other transfer of land in the Project area shall contain such nondiscrimination and nonsegregation clauses as are required by law.

c. (§326) Development

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct any building, facility, structure, or other improvement either within or outside the Project area for itself or for any public body or public entity to the extent that such improvement would be of benefit to the Project area.

During the period of development in the Project area, the Agency shall insure that the provisions of this Plan and of other documents formulated pursuant to this Plan are being observed, and that development in the Project area is proceeding in accordance with development documents and time schedules.

Development plans, both public and private, shall be submitted to the Agency for approval and architectural review. All development must conform to this Plan and all applicable Federal, State, and local laws.

2. (§327) Personal Property Disposition

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, transfer, assign, pledge, encumber, or otherwise dispose of personal property.

IV. (§400) USES PERMITTED IN THE PROJECT AREA

A. (§401) Map

In addition to illustrating the location of the Project area boundary, the Map also illustrates the proposed public rights-of-way and the proposed land uses to be permitted in the Project area.

The map of the redevelopment area is hereby replaced with the amended map attached hereto (Figure 3).

B. (§402) Residential Uses

The area shown on the Map as Medium Density Multiple Family and Planned Residential Development are to be developed for residential and related uses. New development in this area shall be in accordance with the General Plan and all other City

standards. Except as inconsistent with this Plan, all requirements of the City's ordinances now existing or as hereafter amended shall apply to such development. The population density in these residential areas shall not exceed those permitted in the General Plan's corresponding land uses.

C. (§403) Commercial and Industrial Uses

The areas shown on the Map as General Corridor, Neighborhood Serving Corridor, Community Serving Center, Regional Center and Industrial Park are to be developed for commercial and industrial uses. New development in these areas shall be in accordance with the General Plan and all other City standards. Except as inconsistent with this Plan, all requirements of the City's ordinances now existing or as hereafter amended shall apply to such development.

D. (§404) Public Uses

1. (§405) Rights-of-Way

The principal streets and highways in the Project area are shown on the Map and are as follows: Sepulveda Boulevard, Jefferson Boulevard, Kinston Avenue, Machado Road, Cota Street, Studio Drive, Virginia Avenue, Jordan Way, Overland Avenue, Flaxton Street, and Jasmine Court (a private street).

Any other streets and alleys in the Project area may be widened, altered, abandoned, or closed as necessary for proper development of the Project. Additional public streets, alleys, and easements may be created in the Project area as needed for proper development.

The public rights -of-way may be used for vehicular and/or pedestrian traffic, as well as for public improvements, public and private utilities, and activities typically found in public rights-of-way.

E. (§406) Public, Semi-Public, Institutional, and Nonprofit Uses

With the approval of the Agency, parking, open space, public, and semi-public uses may be interspersed with other uses in any area.

In any area the Agency is authorized to permit the establishment or enlargement of public, semi-public, institutional, or nonprofit uses, including park and recreational facilities, libraries, hospitals, educational, fraternal, employee, philanthropic, and charitable institutions, and facilities or other similar associations or organizations. All such uses shall conform so far as possible to the provisions of this Plan applicable to the uses in the specific area involved. The Agency shall impose such other reasonable restrictions as are necessary to protect the development and use in the Project area.

F. (§. 407) General Controls and Limitations

All real property in the Project area is hereby made subject to the controls and requirements of this Plan.

No real property shall be developed, rehabilitated, or otherwise changed after the date of the adoption of the Plan, except in conformance with the provisions of this Plan.

1. (§408) New Construction

All new construction shall comply with all applicable State and local laws in effect from time to time, including without limitations the City Building, Electrical, Heating and Ventilating, Housing and Plumbing Codes, and the City Zoning Ordinances.

The Agency shall require that, as feasible, adequate landscaping and screening be provided to create a buffer between those areas designated for residential use and those areas designated for commercial uses. All outdoor storage of materials or equipment shall be enclosed or screened by walls, landscaping, or other enclosure to the extent and in the manner required by the Agency.

2. (§409) Existing Nonconforming Uses

The Agency is authorized to permit an existing use to remain in an existing building in good condition, which use does not conform to the provisions of this Plan, provided that such use is generally compatible with the developments and uses in the Project area. The owner of such a property must be willing to enter into a participation agreement and agree to the imposition of such reasonable restrictions as are necessary to protect the development and use of the Project area.

The Agency may authorize additions, alterations, repairs, or other improvements in the Project area for uses which do not conform to the provisions of this Plan where such improvements are within a portion of the Project where, in the determination of the Agency, such improvements would be compatible as interim uses with surrounding uses and development.

3. (§. 410) Rehabilitation

Any existing structure within the Project area which the Agency shall approve for retention and rehabilitation shall be repaired, altered, reconstructed, or rehabilitated in such manner that it will be safe and sound in all physical respects and be attractive in appearance and not detrimental to the surrounding areas.

4. (§411) Limitation on the Number of Buildings

Except as may be set forth in other Sections of this Plan, the number of buildings shall be limited by the applicable federal, state, and local statutes, ordinances, regulations, the City General Plan and any requirements that may be adopted pursuant to this Plan.

5. (§412) Approximate Number of Dwelling Units

The approximate number of dwelling units presently in the Project area is estimated to be 2,500.

6. (§413) Limitation on Type, Size, and Height of Buildings

Except as may be set forth in other Sections of this Plan, the type, size, height, and proposed use of buildings shall be limited by the applicable federal, state, and local statutes, ordinances, regulations, the City General Plan and any requirements that may be adopted pursuant to this Plan.

7. (§414) Open Spaces, Landscaping, Light, Air, and Privacy

The approximate amount of open space to be provided in the Project area is the total of all areas which will be in the public rights-of-way, the public grounds, the space around buildings, and all other outdoor areas not permitted to be covered by buildings. Landscaping plans shall be submitted to the Agency for review and approval to ensure optimum use of living plant material.

In all areas sufficient space shall be maintained between buildings to provide adequate light, air, and privacy.

8. (§415) Signs

All signs shall conform to City sign ordinances as they now exist or are hereafter amended. Design of all new signs shall be submitted to the Agency for review and approval before erection.

9. (§ 416) Utilities

The Agency shall require that all utilities be placed underground when physically and economically feasible, or when not feasible, above ground utilities may be permitted by the Agency.

10. (§ 417) Incompatible Uses

No use or structure which by reason of appearance, traffic, smoke, glare, noise, odor, or similar factors would be incompatible with the surrounding areas or structures shall be permitted in any part of the Project area. Within the Project area, except with the approval of the Agency, there shall be no extraction of oil, gas, or other mineral substances, nor any opening or penetration for any purpose connected therewith within 500 feet of the surface.

11. (§418) Nondiscrimination and Nonsegregation

There shall be no discrimination or segregation based upon race, color, creed, religion, national origin, or ancestry permitted in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project area.

12. (§419) Resubdivision of Parcels

After rehabilitation and development pursuant to the Plan, no parcel in the Project area, including any parcel retained by a conforming owner or participant, shall be resubdivided without the approval of the Agency.

13. (§420) Minor Variations

Under exceptional circumstances, the Agency is authorized to permit a variation from the limits, restrictions, and controls established by the Plan. In order to permit such variation, the Agency must determine that:

(1) The application of certain provisions of the Plan would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Plan.

(2) There are exceptional circumstances or conditions applicable to the property or to the intended development of the property which do not apply generally to other properties having the same standards, restrictions, and controls.

(3) Permitting a variation will not be materially detrimental to the public welfare or injurious to property or improvements in the area.

(4) Permitting a variation will not be contrary to the objectives of the Plan.

No variations shall be granted which change a basic land use or which permit other than a minor departure from the provisions of this Plan. In permitting any such variation, the Agency shall impose such conditions as are necessary to protect the public health, safety, or welfare, and to assure compliance with the purposes of the Plan. Any variation permitted by the Agency hereunder shall not supersede any other approval required under City codes and ordinances.

G. (§421) Design for Development

Within the limits, restrictions, and controls established in the Plan, the Agency is authorized to establish heights of buildings, land coverage, setback requirements, design criteria, traffic circulation, traffic access, and other development and design controls necessary for proper development of both private and public areas within the Project area.

No new improvement shall be constructed and no existing improvement shall be substantially modified, altered, repaired, or rehabilitated except in accordance with architectural, landscape, and site plans submitted to and approved in writing by the Agency. One of the objectives of this Plan is to create an attractive and pleasant environment in the Project area. Therefore, such plans shall give consideration to good design, open space, and other amenities to enhance the esthetic quality of the Project area. The Agency shall not approve any plans that do not comply with this Plan.

H. (§422) Building Permits

No permit shall be issued for the construction of any new building or any addition to an existing building in the Project area from the date of adoption of this Plan until the application for such permit has been approved by the Agency.

V. (§500) METHODS FOR FINANCING THE PROJECT

A. (§501) General Description of the Proposed Financing Methods

The Agency is authorized to finance this Project with financial assistance from the City, State of California, property tax increments, interest income, Agency bonds, or any other available source.

Advances and loans for survey and planning and for the operating capital for nominal administration of this Project have been and are to be provided by the City until adequate tax increments or other funds are available or sufficiently assured to repay the loans and to permit borrowing adequate working capital from sources other than the City. The City; as it is able, will also supply additional assistance through City loans and grants for various public facilities.

As available, gas tax funds from the State of California and the County of Los Angeles will be used for the street system. Also, all or a portion of the parking may be installed through a parking authority or otherwise.

The Agency is authorized to issue bonds, if appropriate and feasible, in an amount sufficient to finance all or any part of the Project. Except to the extent permitted by applicable law, no loans, advances, or indebtedness to finance, in whole or in part, this project and to be repaid from the allocation of taxes described in Health and Safety Code Section 33670 shall be established or incurred by the Agency after December 28, 2011. This time limit shall not prevent the Agency from incurring debt to be paid from the Low and Moderate Income Housing Fund or establishing more debt in order to fulfill the Agency's obligations pursuant to Health and Safety Code Section 33413.

The Agency is authorized to obtain advances, borrow funds, and create indebtedness in carrying out this Plan. The principal and interest on such advances, funds, and indebtedness may be paid from tax increments or any other funds available to the Agency.

B. (§502) Tax Increments

All taxes levied upon taxable property within the Project area each year by or for the benefit of the State of California, County of Los Angeles, City of Culver City, any district, or other public corporation (hereinafter sometimes called "taxing agencies") after the effective date of the ordinance approving this Redevelopment Plan, shall be divided as follows:

(1) That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of said taxing agencies upon the total sum of the assessed value of the taxable property in the Redevelopment Project as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency, last equalized prior to the effective date of such ordinance, shall be allocated to and when collected shall be paid into the funds of the respective taxing agencies as taxes by or for said taxing agencies on all other property are paid (for the purpose of allocating taxes levied by or for any taxing agency or agencies which did not include the territory of the Project on the effective date of such ordinance but to which such territory is annexed or otherwise included after such effective date, the assessment roll last equalized on the effective date of said ordinance shall be used in

determining the assessed valuation of the taxable property in the Project on said effective date; and

(2) That portion of said levied taxes each year in excess of such amount shall be allocated to and when collected shall be paid into a special fund of the Agency to pay the principal of and interest on bonds, loans, moneys advanced to, or indebtedness (whether funded, refunded, assumed, or otherwise) incurred by the Agency to finance or refinance, in whole or in part, this Redevelopment Project. Unless and until the total assessed value of the taxable property in the Project exceeds the total assessed value of the taxable property in the Project as shown by the last equalized assessment roll referred to in paragraph (1) hereof, all of the taxes levied and collected upon the taxable property in the Project shall be paid into the funds of the respective taxing agencies. When said bonds, loans, advances, and indebtedness, if any, and interest thereon, have been paid, all moneys thereafter received from taxes upon the taxable property in the Project shall be paid into the funds of the respective taxing agencies as taxes on all other property are paid.

The portion of taxes mentioned in Paragraph (2) above are hereby irrevocably pledged for the payment of the principal of and interest on the advance of moneys, or making of loans, or the incurring of any indebtedness (whether funded, refunded, assumed, or otherwise) by the Agency to finance or refinance the Project in whole or in part.

The Agency, with the approval of the City Board, is authorized to make such pledges as to specific advances, loans, and indebtedness as appropriate in carrying out the Project.

To the extent required by Health and Safety Code Section 33333.6, taxes, as defined in Health and Safety Code Section 33670, shall not be divided and shall not be allocated to the Agency in excess of an amount equal to $830,000,000 in Fiscal Year 1986/87 and following.

Except to the extent permitted by applicable law, no taxes shall be divided and allocated to the Agency following ten years after the effectiveness of this redevelopment plan pursuant to Section 800.

The Agency shall pay to each affected taxing entity portions of tax increment to the extent required by applicable law.

VI. (§600) ACTIONS BY THE CITY

The City shall aid and cooperate with the Agency in carrying out this Plan and shall take all actions necessary to ensure the continued fulfillment of the purposes of this Plan and to prevent the recurrence or spread in the area of conditions causing blight. Action by the City shall include, but not be limited to, the following:

A. Institution and completion of proceedings for opening, closing, vacating, widening, or changing the grades of streets, alleys, and other public rights-of-way, and for other necessary modifications of the streets, the street layout, and other public rights-of-way in the Project area. Such action by the City shall include the requirement of abandonment and relocation by the public utility companies of their operations in public rights-of-way as appropriate to carry out this Plan.

B. Institution and completion of proceedings necessary for changes and improvements in publicly owned public utilities within or affecting the Project area.

C. Revision of zoning within the Project area to permit the land uses and development authorized by this Plan.

D. Performance of the above, and of all other functions and services relating to public health, safety, and physical development normally rendered in accordance with a schedule which will permit the redevelopment of the Project area to be commenced and carried to completion without unnecessary delays.

E. The undertaking and completing of any other proceedings necessary to carry out the Project.

VII. (§700) ADMINISTRATION AND ENFORCEMENT OF THE PLAN

The administration and enforcement of this Plan, including the preparation and execution of any documents implementing this Plan, shall be performed by the Agency and/or the City.

The provisions of this Plan or other documents entered into pursuant to this Plan may also be enforced by court litigation instituted by either the Agency or the City. Such remedies may include but are not limited to specific performance, damages, reentry, injunctions, or any other remedies appropriate to the purposes of this Plan. In addition, any recorded provisions which are expressly for the benefit of owners of property in the Project area may be enforced by such owners.

VIII. (§800) DURATION OF THIS PLAN

Except for the nondiscrimination and nonsegregation provisions which shall run in perpetuity, the provisions of this Plan shall be effective and the provisions of other documents formulated pursuant to this Plan may be made effective for 40 years from the date of adoption of this Plan by the City Council.

IX (§900) PROCEDURE FOR AMENDMENT

This Plan may be amended by means of the procedure established in Sections 33450-33458 of the Community Redevelopment Law or by any other procedure established by law.

X. (§1000) PLAN MERGER

The Slauson-Sepulveda Redevelopment Project No. 1, the Overland-Jefferson Redevelopment Project No. 2 and the Washington-Culver Redevelopment Project No. 3 are hereby merged.

State of California)
)
County of Los Angeles)

On January 29, 2004 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gary Silbiger, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

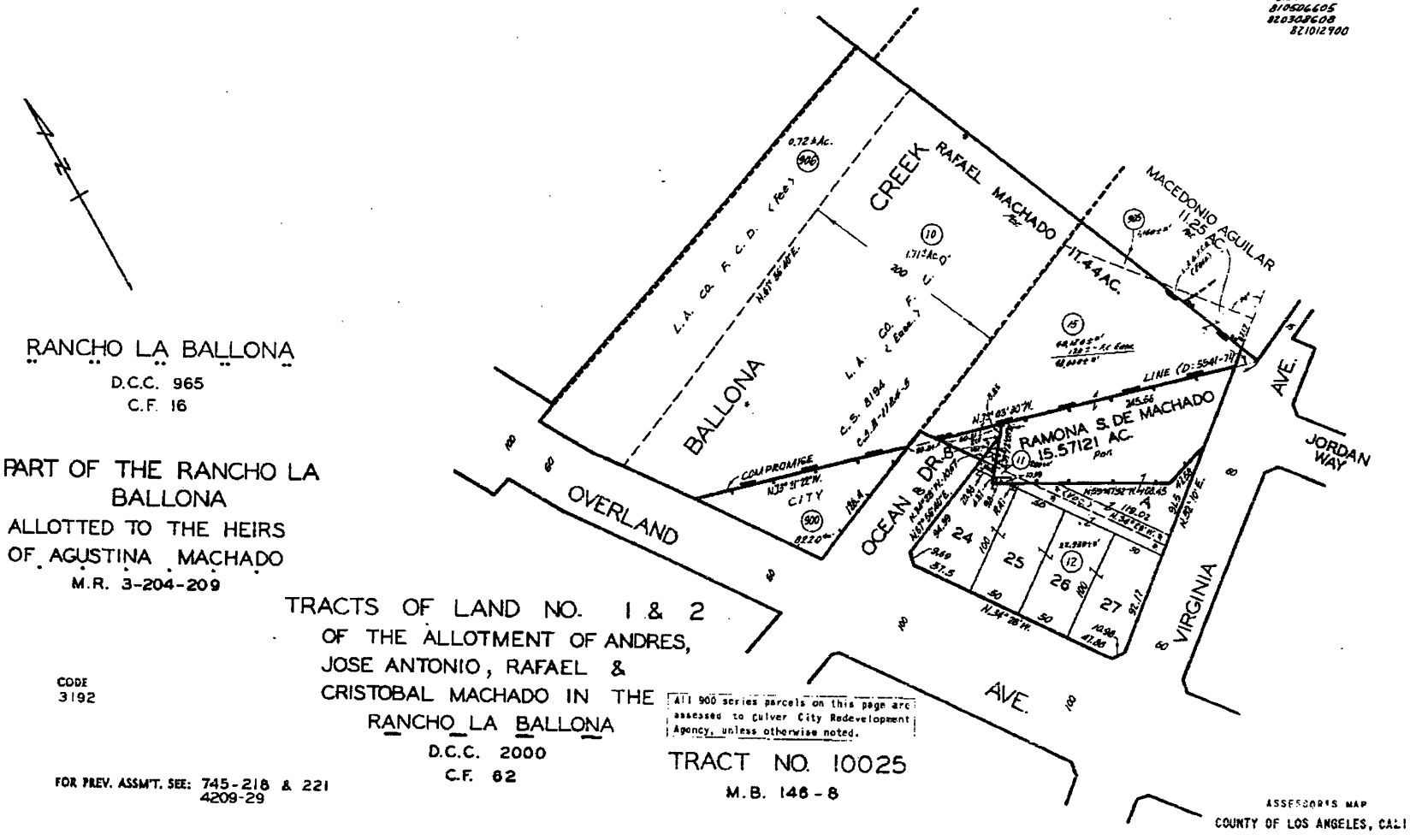
CARINA B. SAEZ
Commission # 1348368
Notary Public - California
Los Angeles County
My Comm. Expires Mar 26, 2006

View Enlarged Map | View Printing Instructions

County of Los Angeles: Rick Auerbach, Assessor

4209 | 27

CALE 1" = 80'



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 **CULVER CITY 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 Attachment "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:

LLOYD W. PELLMAN
County Counsel
By_____
Principal 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

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

ATTEST:
CULVER CITY REDEVELOPMENT AGENCY

I HEREBY CERTIFY THIS DOCUMENT TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL.

(seal) **SECRETARY, CULVER CITY REDEVELOPMENT AGENCY**

By _____
AGENCY CHAIR

ATTEST:

Board of Supervisors
Los Angeles County

By _____
Clerk of the Board of Supervisors

By _____
Chair 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 2
AGREEMENT NUMBER 2329

EXHIBIT "A"

LOCATION	FIRST YEAR DELINQUENCY	DEFAULT NUMBER	PURCHASE PRICE	PURPOSE OF ACQUISITION
CULVER CITY	1992	4209-027-010	$56,630.00*	REDEVELOPMENT PURPOSES

LEGAL DESCRIPTION

*TR=TRACTS OF LAND NOS 1 AND 2 OF THE ALLOTMENT OF ANDRES, JOSE ANTONIO RAFAEL AND CRISTOBAL MACHADO IN THE RANCHO LA BALLONA*LOT COM AT INTERSECTION OF NE LINE OF OVERLAND AVE WITH A LINE PARALLEL WITH AND DIST NW AT R/A 200 FT FROM NW LINE OF OCEAN DR TH N 67°56'40"E TO NE LINE OF RAFAEL MACHADO 11.44 AC TH SE ON SD NE LINE TO NE PROLONGATION OF SD NW LINE TH S 67°56'40"W TO SD NW LINE TH N 73°21'22"W TO SD NE LINE OF AVE TH NW THEREON TO BEG POR OF RAFAEL MACHADO 11.44 AC ALLOT

* 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_____day of_____, 20__, by and between the Board of Supervisors of Los Angeles County, State of California, and the **CULVER CITY 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 Attachment "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:

LLOYD W. PELLMAN
County Counsel

By_____
Principal 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

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

ATTEST:
CULVER CITY REDEVELOPMENT AGENCY

I HEREBY CERTIFY THIS DOCUMENT TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL.

Marva Johnson

(seal) **SECRETARY, CULVER CITY REDEVELOPMENT AGENCY**

By Gary Silberger
AGENCY CHAIR

ATTEST:

By_____
Clerk of the Board of Supervisors

Board of Supervisors
Los Angeles County

By_____
Chair 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 2
AGREEMENT NUMBER 2329

EXHIBIT "A"

LOCATION	FIRST YEAR DELINQUENCY	DEFAULT NUMBER	PURCHASE PRICE	PURPOSE OF ACQUISITION
CULVER CITY	1992	4209-027-010	$56,630.00*	REDEVELOPMENT PURPOSES

LEGAL DESCRIPTION

*TR=TRACTS OF LAND NOS 1 AND 2 OF THE ALLOTMENT OF ANDRES, JOSE ANTONIO RAFAEL AND CRISTOBAL MACHADO IN THE RANCHO LA BALLONA*LOT COM AT INTERSECTION OF NE LINE OF OVERLAND AVE WITH A LINE PARALLEL WITH AND DIST NW AT R/A 200 FT FROM NW LINE OF OCEAN DR TH N 67°56'40"E TO NE LINE OF RAFAEL MACHADO 11.44 AC TH SE ON SD NE LINE TO NE PROLONGATION OF SD NW LINE TH S 67°56'40"W TO SD NW LINE TH N 73°21'22"W TO SD NE LINE OF AVE TH NW THEREON TO BEG POR OF RAFAEL MACHADO 11.44 AC ALLOT

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AGREEMENT NUMBER 2390

CITY OF SANTA CLARITA

FIFTH SUPERVISORIAL DISTRICT

23920 Valencia Blvd.
Suite 300
Santa Clarita
California 91355-2196
Website: www.santa-clarita.com

Phone
(661) 259-2489
Fax
(661) 259-8125

City of
Santa Clarita

January 7, 2004

FAX: 213- 680-3648

Mr. Stanley Redins
Chapter 8 Unit
County of Los Angeles
Treasurer and Tax Collector
P.O. Box 712699
Los Angeles, CA 90071-7699

A# 2390
DIST 5

Subject: Purchase of Tax Default Properties
APN Nos. 2831-006-003 and. 2836-017-025

Dear Mr. Redins:

The City of Santa Clarita wishes to purchase two tax default properties in order to accommodate road improvement projects in our City.

R ~~APN No. 2831-006-003~~ is necessary for street improvements at San Fernando Road and Lyons Avenue, which may improve traffic congestion and interface with Dockweiller Road alignments.

APN No. 2836-017-025 is necessary to complete the Golden Valley Road interchange. Golden Valley Road is a significant link in the City's Cross-Valley Connector project, and is a top priority of our City Council.

As instructed, we are enclosing is a copy of the City's Mission/Philosophy Statement. The City Of Santa Clarita appreciates the working partnership we have established with your staff on previous Chapter 8 transactions, and looks forward to this present opportunity. We would appreciate any assistance you can provide to expedite the sale of these properties.

Please acknowledge receipt of this letter by forwarding the appropriate Chapter 8 Agreement packet at your earliest convenience. If you have any questions, please call me at 661-286-4046.

Sincerely,

Barbara Stoll
Acquisition Specialist

RECEIVED
07 JAN 2003

BS:vjj
S:\TES\CPP\Stoll\Chapter8-2004.DOC

cc: Robert Newman, Director of Transportation & Engineering Services
Mark Yamarone, Capital Planning Projects Administrator

PRINTED ON RECYCLED PAPER

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 90051-0102

MARK J. SALADINO
TREASURER AND TAX COLLECTOR

Application to Purchase Tax Defaulted Subject to Power to Sell Property

Name of Organization: CITY OF SANTA CLARITA
(name of the city, county, district, redevelopment agency or state)

Application to Purchase: (check one)

__X__ Objection to a Current Pending Chapter 7 Sale

_____ Application-No Pending Chapter 7 Sale

Public Purpose for Acquiring the Property: APN# 2836-017-025 is necessary to complete the Golden Valley Road interchange, which includes a bridge and overcrossing to span Golden Triangle Road, Soledad Canyon Road and railroad tracks.

List the Propertie(s) by Assessor's Identification Number: 2836-017-025

Authorized Signature: Robert Newman

Title: Director of Transportation & Engineering

Date: 2/25/04

Agreement Number: **2390**

§§3695, 3695,4, 3695.5 3791, 3891.3 and 3791.4

CITY OF SANTA CLARITA
CITY COUNCIL
MINUTES OF SPECIAL MEETING
5:30 P.M.
MINUTES OF REGULAR MEETING
6:00 P.M.
FEBRUARY 10, 2004

CALL TO ORDER
Mayor Kellar called to order the special meeting of the City Council at 5:30 p.m.

ROLL CALL
All Councilmembers were present, with the exception of Councilmember Smyth.

PUBLIC PARTICIPATION
There was none.

CLOSED SESSION
Carl Newton, City Attorney, advised of the need to conduct a Closed Session for the purpose of holding a:

CONFERENCE WITH LEGAL COUNSEL – Pending Litigation
Government Code Section 54956.9 (a)
Case Name: Cemex Inc. v. County of Los Angeles
United States District Court, Central District, Case No. CV-02-747 DT (FMOx).

RECESS AND RECONVENE
Mayor Kellar recessed the meeting to Closed Session at 5:31 p.m. and reconvened the meeting at 6:02 p.m.

CITY ATTORNEY ANNOUNCEMENT
Carl Newton, City Attorney, announced that no action was taken that was required to be reported.

ADJOURN
Mayor Kellar adjourned the meeting at 6:03 p.m.

CITY CLERK'S ANNOUNCEMENT
Sharon Dawson, City Clerk, announced that anyone wishing to address an item on the agenda should fill out a speaker's slip and submit it to the City Clerk before the item is announced by the Mayor.

INVOCATION
Councilmember Ferry gave the invocation.

STAFF COMMENTS
Ken Pulskamp, City Manager, invited representatives from the Los Angeles County Fire Department to present information on Dance Studio 84. Asst. Fire Chief Matt Gil and Captain Roy Dull, Fire Marshall, provided information and submitted material on violations existing at the Studio that must be taken care of before a permit can be issued.

In response to questions from Councilmembers, Ruben Barrera, City Building Official, provided additional information.

Councilmembers acknowledged the large turnout in support of Dance Studio 84 and the passion of those in attendance, explained their concern for public safety and encouraged supporters of the Studio to offer assistance in getting the business open again. Staff will expedite the plans and the inspections to assist in getting the business open as soon as possible.

RECESS AND RECONVENE
Mayor Kellar called a recess at 7:30 p.m. and reconvened the meeting at 7:40 p.m.

EXECUTIVE MEETING
This time has been set aside for Councilmembers to review the agenda and obtain any further information that may be added.

APPROVAL OF AGENDA

Motion by Smyth, second by Weste, to approve the agenda.

Hearing no objections, it was so ordered.

APPROVAL OF MINUTES

Motion by Weste, second by Smyth, to approve the minutes of the January 27, 2004 special and regular City Council meetings; the January 30, 2004 and the February 3, 2004 special City Council meetings.

Hearing no objections, it was so ordered.

RECESS TO SANTA CLARITA REDEVELOPMENT AGENCY
Mayor Kellar recessed the meeting to the Redevelopment Agency meeting at 7:43 p.m.

RECONVENE CITY COUNCIL MEETING
Mayor Kellar reconvened the meeting of the City Council at 8:05 p.m.

ITEM 1
CONSENT CALENDAR
READING OF ORDINANCE TITLES
Government Code Section 36934 requires that all ordinances be read in full prior to Council taking action on the ordinance. By listing the ordinance title on the Council meeting agenda, Council may determine that the title has been read. Determine that the titles to all ordinances which appear on this public agenda have been read and waive further reading.

behalf of the public the offers of dedication, rights, and easements; make certain findings; instruct the City Treasurer to endorse the Special Assessment Certificate; instruct the City Clerk to endorse the Certificate; and instruct the City Engineer to endorse the Agreement for Subdivision Improvements.

ITEM 6
CONSENT CALENDAR
JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARITA AND THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE RESULTING FROM THE WHITNEY CANYON ANNEXATION
Adoption of the resolution approving and accepting the negotiated exchange of property tax revenue for the Whitney Canyon Annexation. Adopt **Joint Resolution No. 04-17** of the Negotiated Exchange of Property Tax Revenue resulting from the proposed Whitney Canyon Annexation to the City of Santa Clarita consisting of 545.27 acres, located east of State Route 14, east of the terminus of San Fernando Road and adjacent to and outside of City of Santa Clarita incorporated boundary.

ITEM 7
CONSENT CALENDAR
RENEWAL OF AGREEMENT WITH LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS FOR INDUSTRIAL WASTE DISPOSAL PERMITS AND RELATED INSPECTION SERVICES
A renewal of agreement with Los Angeles County Department of Public Works for providing waste disposal permit and inspection services to private businesses generating industrial and hazardous wastes. Authorize the City Manager or designee to renew an agreement with Los Angeles County Department of Public Works for industrial waste permit and inspection services, subject to City Attorney approval.

ITEM 8
CONSENT CALENDAR
STATE LEGISLATION: STORM DRAIN TRANSFERS
The procedure for transfers of storm drain systems from cities in Los Angeles County to the Los Angeles County Flood Control District is strictly prescribed in state statute. The City of Santa Clarita proposes streamlining existing state law to enable a streamlined process for transferring storm drain systems to the Los Angeles County Flood Control District. Authorize sponsorship of state legislation to streamline the process of storm drain system transfers between the cities of Los Angeles County and the Los Angeles County Flood Control District.

ITEM 9
CONSENT CALENDAR
CHECK REGISTER NOS. 03 AND 04
Approval of the Check Registers. Adopt **Resolution No. 04-18** to approve and ratify for payment the demands presented in Check Registers 03 and 04.

CITY OF SANTA CLARITA PHILOSOPHY. . .

As City employees, we are proud to say that WE ARE THE SANTA CLARITA. We take pride in our organization our co and ourselves. Our mission is to deliver the best and most c efficient municipal service to the citizens and City Council o Clarita.

We value excellence

- We provide high quality and timely services.
- We encourage education.
- We have a strong commitment to the community, the organization and individual professions.
- We conduct ourselves professionally.
- We believe that prudent management of our resources demonstrates our respect for the citizens whose monie support this organization.

We value a humanistic approach

- Our actions recognize humans, human feelings and th importance of the individual.
- We believe in participative management.
- We encourage employees to enjoy their time at the wo
- We encourage ideas that improve the mental and phys health of the employees.
- We are united in our efforts to support, respect and en individual talents and contributions.

We value creativity

- We have a bias for action.
- We believe in taking reasonable risks.
- We accept innovative people who have their share of n

We value a futuristic approach

- We want decisions that will endure the test of time.
- We want a city that future generations will love.

We value our enthused workforce

- We encourage actions which keep employees motivate competent.
- We respect loyalty to the City.

We value ethics

- We believe the soundest basis for judging the rightnes action is a test of its morality and its effects on human

We value an open and nonbureaucratic government

- We keep the public informed of what we do.
- We share ideas, information and feelings with employe
- We are helpful, courteous and cooperative with the pul

We value our City Council

- We recognize the importance of the process which ele Council.
- We recognize the importance and difficulty of the Coun
- We are fully prepared for Council meetings.

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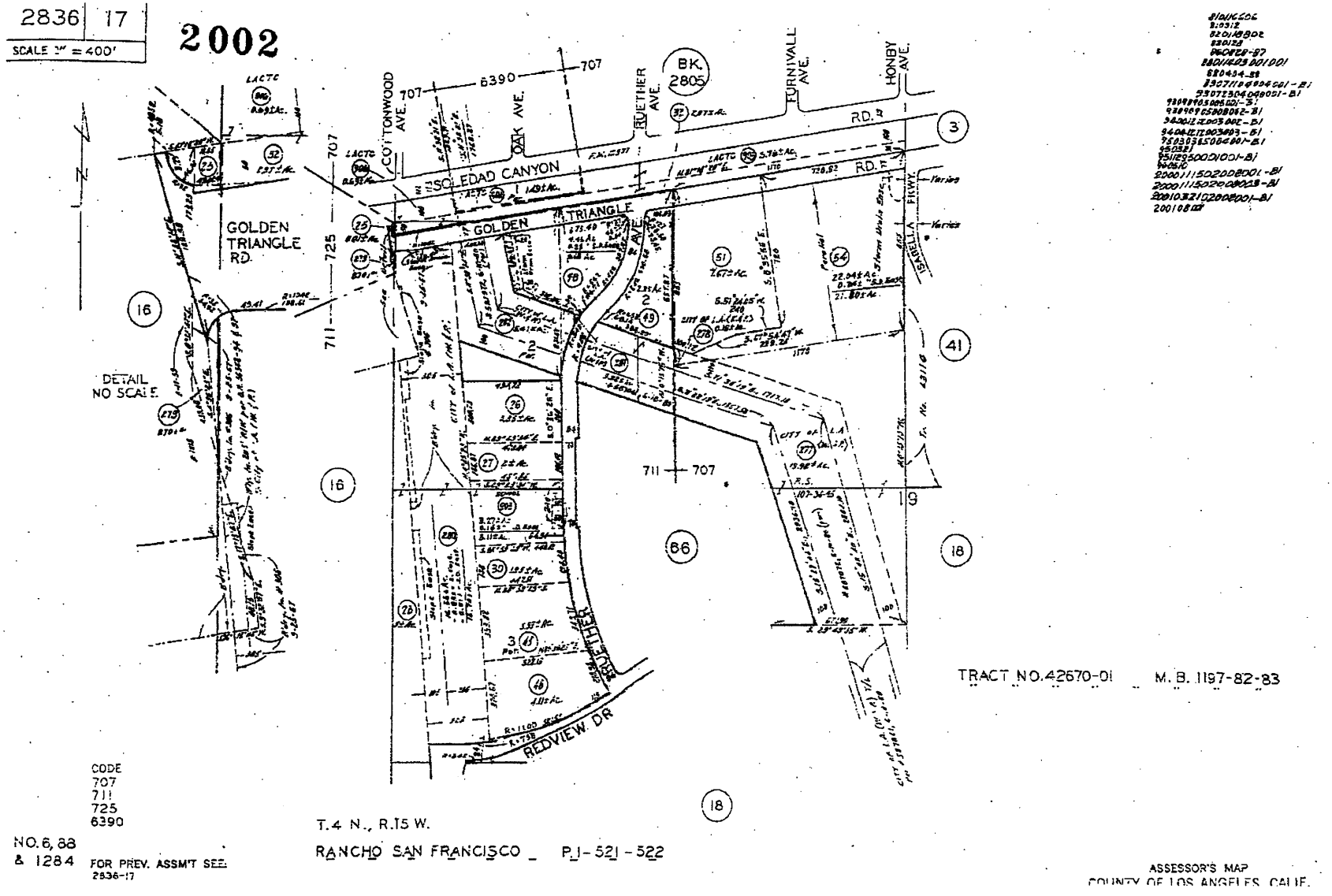
County of Los Angeles: Rick Auerbach, Assessor



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 SANTA CLARITA** ("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 Attachment "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:

LLOYD W. PELLMAN
County Counsel

By_____
Principal 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

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

ATTEST:
CITY OF SANTA CLARITA
Sharon L Dawson City Clerk

(seal)

By _____
Ken Pulskamp
City Manager

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 ~~[illegible]~~ SANTA CLARITA hereby agrees to the selling price as provided in this agreement.

ATTEST:
Sharon L Dawson
City Clerk 2/24/04

(seal)

City of ~~[illegible]~~ SANTA CLARITA

By _____
for 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 5
AGREEMENT NUMBER 2390

EXHIBIT "A"

LOCATION	FIRST YEAR DELINQUENCY	DEFAULT NUMBER	PURCHASE PRICE	PURPOSE OF AQUISITION
CITY OF SANTA CLARITA	1995	2836-017-025	$1,086.00*	COMPLETE THE GOLDEN VALLEY ROAD INTERCHANGE

LEGAL DESCRIPTION

RANCHO SAN FRANCISCO LOT COM AT INTERSECTION OF W LINE OF LOT 2 IN SEC 19 T 4N R 15W WITH A LINE PARALLEL WITH AND DIST S AT R/A 100 FT FROM S LINE OF SOLEDAD CANYON RD (PER F M 10877) TH S TO A LINE PARALLEL WITH AND DIST S AT R/A 150 FT FROM SD S LINE TH W THEREON TO E LINE OF LAND DESC IN DOC NO 1818, 3-17-59 TO W E RIDER TH N 0°31'37" W TO A PT S 81°18'20" W FROM BEG TH N 81°18'20" E TO BEG

* 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_____day of_____, 20__, by and between the Board of Supervisors of Los Angeles County, State of California, and the **CITY OF SANTA CLARITA** ("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:

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APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By_____
Principal Deputy County Counsel

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0§§3791, 3791.3 3793 R&T Code

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

ATTEST:
CITY OF SANTA CLARITA
Sharon L Dawson, City Clerk

By _____
Ken Pulskamp
City Manager

(seal)

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 [redacted] hereby agrees to the selling price as provided in this agreement. SANTA CLARITA

ATTEST:
Sharon L Dawson
City Clerk 2/24/04

City of [redacted] SANTA CLARITA

By _____
for 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 5
AGREEMENT NUMBER 2390

EXHIBIT "A"

LOCATION	FIRST YEAR DELINQUENCY	DEFAULT NUMBER	PURCHASE PRICE	PURPOSE OF AQUISITION
CITY OF SANTA CLARITA	1995	2836-017-025	$1,086.00*	COMPLETE THE GOLDEN VALLEY ROAD INTERCHANGE

LEGAL DESCRIPTION

RANCHO SAN FRANCISCO LOT COM AT INTERSECTION OF W LINE OF LOT 2 IN SEC 19 T 4N R 15W WITH A LINE PARALLEL WITH AND DIST S AT R/A 100 FT FROM S LINE OF SOLEDAD CANYON RD (PER F M 10877) TH S TO A LINE PARALLEL WITH AND DIST S AT R/A 150 FT FROM SD S LINE TH W THEREON TO E LINE OF LAND DESC IN DOC NO 1818, 3-17-59 TO W E RIDER TH N 0°31'37" W TO A PT S 81°18'20" W FROM BEG TH N 81°18'20" E TO BEG

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AGREEMENT NUMBER 2397

CITY OF MONROVIA

FIFTH SUPERVISORIAL DISTRICT

City of MONROVIA

1887

DIST 5
A # 2397

November 26, 2003

Ms. Inez Duarte
County of Los Angeles
Treasurer and Tax Collector
P.O. Box 512102
Los Angeles, CA 90051-0102

RE: **Request for Chapter 8 Agreement**

Dear Ms. Duarte:

The City of Monrovia is interested in acquiring property, indicated below, through a Chapter 8 Agreement. The subject parcel has been placed on the list of tax defaulted properties scheduled for sale on March 1st and 2nd, 2004.

Mission Statement – The City of Monrovia has not adopted a mission statement
Subject Parcel – 8523-005-009
Public Purpose – hillside preservation

In recent years, the City of Monrovia has implemented a policy to preserve pristine hillside land. The City has designated this area as a natural preserve for the benefit and enjoyment of the public. The subject parcel is, itself, undisturbed land and located within the hillside preserve area. Consequently, the City is interested to acquire the subject property for hillside preservation, and we hereby request a Chapter 8 Agreement packet to begin the process.

Sincerely,

Jeff Kugel
Project Manager

cc: Alice Griselle, Dir. of Community Development

415 South Ivy Avenue • Monrovia, California 91016-2888 • (626) 932-5550 • FAX (626) 932-5520

Printed on Recycled Paper

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 90051-0102

MARK J. SALADINO
TREASURER AND TAX COLLECTOR

Application to Purchase Tax Defaulted Subject to Power to Sell Property

Name of Organization: City of Maywood
(name of the city, county, district, redevelopment agency or state)

Application to Purchase: (check one)

__X__ Objection to a Current Pending Chapter 7 Sale

_____ Application-No Pending Chapter 7 Sale

Public Purpose for Acquiring the Property: Hillside Preservation

List the Propertie(s) by Assessor's Identification Number:

8523-005-009

Authorized Signature: [signature]

Title: MAYOR

Date: MARCH 2, 2004

Agreement Number: 2397

§§3695, 3695,4, 3695.5 3791, 3891.3 and 3791.4

RESOLUTION NO. 2004-11

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROVIA TO EXECUTE A CHAPTER 8 AGREEMENT WITH THE COUNTY OF LOS ANGELES TO ACQUIRE VACANT HILLSIDE PROPERTY TO BE PRESERVED AS OPEN SPACE

THE CITY COUNCIL OF THE CITY OF MONROVIA DOES hereby resolve as follows:

WHEREAS, The City of Monrovia (the "City") is engaged in activities to promote the conservation of hillside property through acquisition or other means; and,

WHEREAS, The City has been notified by the County of Los Angeles that 14,300 square feet of undeveloped hillside property (the "Property") was deemed "Subject to Power to Sell" for default of property taxes and is scheduled to be sold at public auction on March 1st, 2004; and,

WHEREAS, Division I, Part 6, Chapter 8 of the Revenue and Taxation Code permits the City to acquire such Property, prior to a public auction, for an amount equal to the defaulted property taxes; and,

WHEREAS, on March 2, 2004, the City Council considered acquiring the Property pursuant to a "Chapter 8 Agreement" with the County of Los Angeles and reviewed and evaluated the proposed acquisition in relation to land conservation objectives; the staff report prepared on this matter; and all of the information and evidence presented at the meeting; and,

WHEREAS, the City Council has determined that the acquisition of the Property is in the best interest of the City of Monrovia and its residents;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONROVIA DOES HEREBY FIND, DETERMINE, ORDER AND RESOLVE AS FOLLOWS:

SECTION 1. The City Council finds and determines, based upon substantial evidence provided in the record before it, that the acquisition of the Property is in line with objectives to conserve the City's natural resources.

SECTION 2. Pursuant to provisions of the Revenue and Taxation Code, the City shall enter a Chapter 8 Agreement with the County of Los Angeles, in order to complete the acquisition of the Property for the public purpose of land conservation.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 2nd day of March, 2004 by the following vote:

AYES: COUNCILMEMBERS KIRBY, LUTZ, MAYOR PRO TEM GARCIA, MAYOR HAMMOND
NOES:
ABSTAIN:
EXCUSED: COUNCILMEMBER ADAMS

BY:

Rob Hammond, Mayor
City of Monrovia

ATTEST:

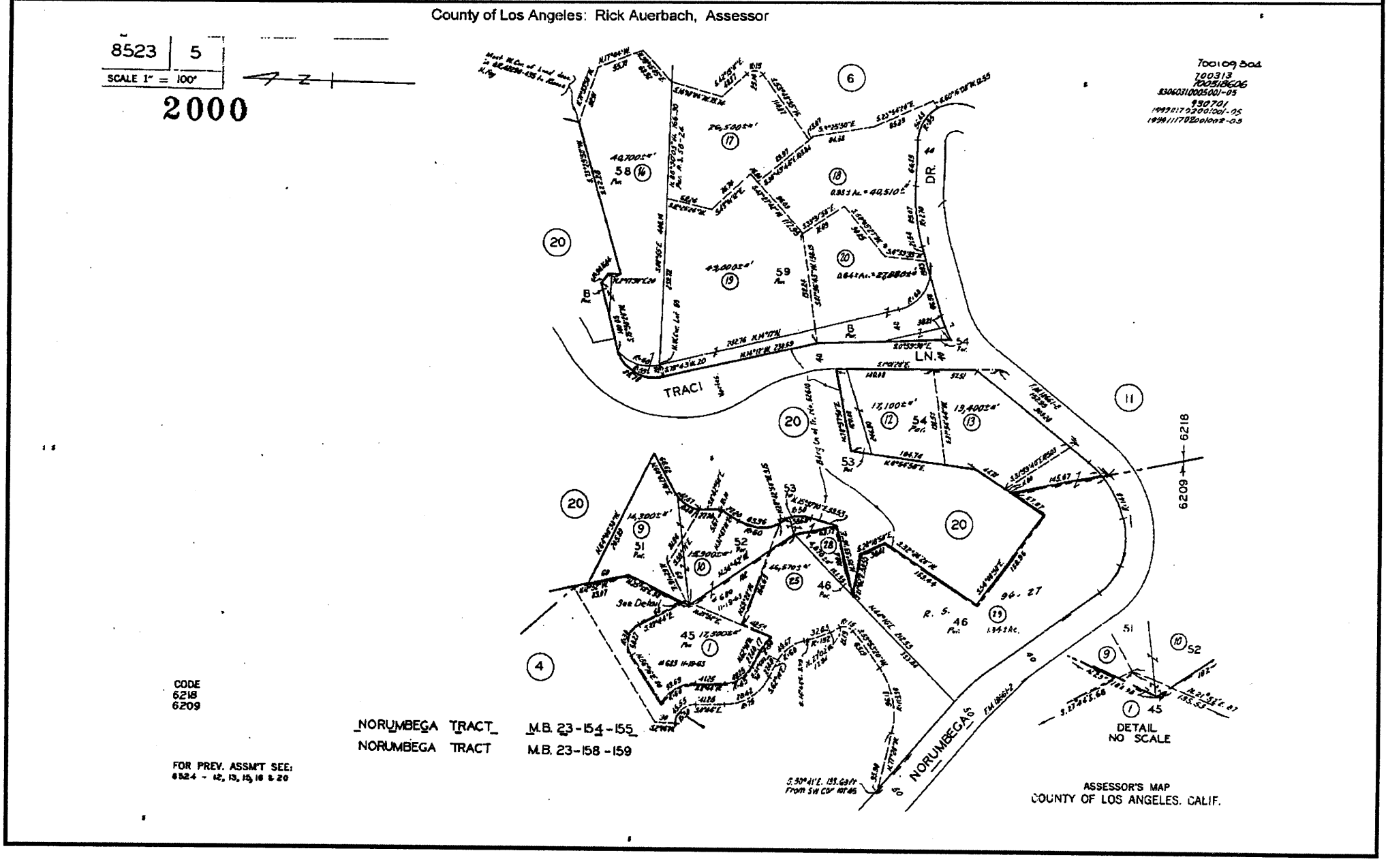
Linda B. Proctor, CMC, City Clerk
City of Monrovia

APPROVED AS TO FORM:

Craig A. Steele, City Attorney
City of Monrovia

View Enlarged Map | View Printing Instructions

County of Los Angeles: Rick Auerbach, Assessor



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 MONROVIA** ("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 Attachment "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:

LLOYD W. PELLMAN
County Counsel

By_____
Principal 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

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

ATTEST:
CITY OF MONROVIA

By_____

(seal)

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 5
AGREEMENT NUMBER 2397

EXHIBIT "A"

LOCATION	FIRST YEAR DELINQUENCY	DEFAULT NUMBER	PURCHASE PRICE	PURPOSE OF AQUISITION
CITY OF MONROVIA	1993	8523-005-009	$ 2,461.00*	HILLSIDE PRESERVATION

LEGAL DESCRIPTION

NORUMBEGA TRACT LOT COM AT INTERSECTION OF NW LINE OF LOT 51 WITH NE LINE OF LAND DESC IN DOC NO 683 11-19-63 TO JOHN E BIANCHI TH S 27°44' E TO NW LINE OF LAND DESC IN DOC NO 680 11-19-63 TO ROBT L WHITE TH N 62°16' E 60 FT TH S 59°11' E 91.34 FT TH NE ON A CURVE CONCAVE TO SE RADIUS EQUALS 40 FT 42.47 FT TH N 60°07'10" E 66.62 FT TH N 64°05'38" W 205.89 FT TH S 12°52' E 60 FT TH S 25°18' W TO BEG PART OF LOTS 51 AND LOT 52

* 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_____day of_____, 20__, by and between the Board of Supervisors of Los Angeles County, State of California, and the **CITY OF MONROVIA** ("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.

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3. *That the PURCHASER agrees that the real property be used for the public use specified on Attachment "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:

LLOYD W. PELLMAN
County Counsel

By_____
Principal 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

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

ATTEST:
CITY OF MONROVIA

By

(seal)

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 5
AGREEMENT NUMBER 2397

EXHIBIT "A"

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