COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 437
LOS ANGELES, CALIFORNIA 90012

MARK J. SALADINO
TREASURER AND TAX COLLECTOR

TELEPHONE
(213) 974-2101

TELECOPIER
(213) 626-1812

November 8, 2005

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

Dear Supervisors:

AGREEMENTS TO PURCHASE
"TAX DEFAULTED SUBJECT TO POWER TO SELL" PROPERTIES
SUPERVISORIAL DISTRICT 4 - AGREEMENT 2473
SUPERVISORIAL DISTRICT 5 - AGREEMENT 2478

(3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair to sign the Purchase Agreements of "Tax Defaulted Subject to Power to Sell" properties being acquired by the Puente Hills Landfill Native Habitat Preservation Authority and the City of Santa Clarita (public agencies) pursuant to the Revenue and Taxation Code, with revenue to be provided to recover a portion, if not all, of back property taxes, penalties, and costs on the delinquent parcels and any remaining tax balance to be cancelled from the existing tax rolls; and approve publication of the Purchase Agreements of "Tax Defaulted Subject to Power to Sell" properties.

PURPOSE 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 as indicated on Attachment "A". 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 Chair 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 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 two public agencies. The first agreement is with the Puente Hills Landfill Native Habitat Preservation Authority, which intends to utilize the property for open space purposes. The second agreement is with the City of Santa Clarita, which intends to utilize this property for the completion of the Sierra Highway Road Widening Project.

FISCAL IMPACT/FINANCING

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

Existing appropriation is available in the current Treasurer and Tax Collector 2005/2006 Budget for publication costs. Publishing, in accordance with Section 3798 of the Revenue and Taxation Code, is the most cost-effective method of giving adequate notification to parties of interest.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

Attachment "B" is a summary of the public agencies' purchases. This attachment indicates the affected Supervisorial Districts and the public use for which the properties

are being acquired. Moreover, we have included copies of the relevant sections of the Revenue and Taxation Code pertaining to the Chapter 8 Agreement sale for your information. County Counsel has approved the agreements as to form. Attached to the agreements are the Assessor's parcel maps showing the dimensions and general location of the affected parcels.

Efforts will be made to contact the owners and parties of interest to inform them of their tax liabilities and the provisions for the redemption of the 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.

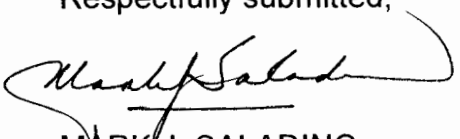
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Not applicable.

CONCLUSION

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

Respectfully submitted,



MARK J. SALADINO
Treasurer and Tax Collector

MJS:DJD:lpg
X:Puente Hills 2473 & Santa Clarita 2478

Attachments

c: Assessor
Auditor-Controller
Chief Administrative Officer
County Counsel

ATTACHMENT "A"

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

HAROLD J. OSTLY
TAX COLLECTOR

W. T. KIRWEL
CHIEF DEPUTY

November 17, 1970

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

FOURTH SUPERVISORIAL DISTRICT

AGREEMENT NUMBER 2473

AGENCY

Puente Hills Landfill
Native Habitat Preservation Authority
Public Agency

Selling price of this parcel
shall be $1,991.00

Public Agency intends to utilize this
property for open space purposes.

SUPERVISORIAL DISTRICT	LOCATION	PARCEL NUMBER	MINIMUM BID
4th	COUNTY OF LOS ANGELES	8211-018-003	$1,991.00

SUMMARY OF PUBLIC AGENCY'S PURCHASE

FIFTH SUPERVISORIAL DISTRICT

AGREEMENT NUMBER 2478

AGENCY

City of Santa Clarita
Public Agency

Selling price of this parcel
shall be $917.00

Public Agency intends to utilize this
property for the purpose of completion
of the Sierra Highway Road Widening
Project.

SUPERVISORIAL DISTRICT	LOCATION	PARCEL NUMBER	MINIMUM BID
5th	CITY OF SANTA CLARITA	2842-033-020	$ 917.00

AGREEMENT NUMBER 2473

PUENTE HILLS LANDFILL
NATIVE HABITAT PRESERVATION AUTHORITY

FOURTH SUPERVISORIAL DISTRICT

Puente Hills Landfill
Native Habitat Preservation Authority

Dist 4
Agree # 2473

August 31, 2004

Mr. Stan Redins
Treasure and Tax Collector, County of Los Angeles
225 North Hill Street, Room 130
Los Angeles, CA 90012
Fax: 213-680-3648

Chapter 8 Non-Objection

Dear Mr. Redins:

The Puente Hills Landfill Native Habitat Preservation Authority (Habitat Authority) is authorized to enter Chapter 8 Agreements with Los Angeles County for properties that are tax-delinquent and scheduled for public auction. The Habitat Authority officially elects to reserve from sale the following parcel under the provisions of Division 1, Part 6, Chapter 8 of the Revenue and Taxation Code. The property is being acquired for permanent open space and public parkland purposes.

APN	Item Number
8211-018-003	Sealed bid sales

The Habitat Authority is a joint powers authority with a Board of Directors consisting of the City of Whittier, County of Los Angeles, Sanitation Districts of Los Angeles County and Hacienda Heights Improvement Association. The Habitat Authority came into existence in 1994 as mitigation for the Puente Hills Landfill. The purpose of the Habitat Authority is to acquire, restore and maintain open space in the Puente Hills as a permanent protection for the native habitat.

Sincerely,

Andrea Gullo
Executive Director

Application to Purchase Tax-Defaulted Property from County

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

A. Purchaser Information

1. Name of Organization: PUENTE HILLS LANDFILL NATIVE HABITAT PRESERVATION AUTHORITY

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

   ☐ Nonprofit – provide Articles of Incorporation

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

B. Purchasing Information

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

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

☐ Purchase by tax agency/revenue district to preserve its lien

☐ Purchase by tax agency/revenue district to use parcel(s) for public purpose

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

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

☐ Purchase by taxing agency for public purpose

☑ Purchase by State, county, revenue district or redevelopment agency for public purpose

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

C. Property Detail

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

1. County where the parcel(s) is located: LOS ANGELES COUNTY

2. List each parcel by Assessor's Parcel Number: 8211-018-003

3. State the purpose and intended use for *each* parcel: OPEN SPACE

D. Acknowledgement Detail

Provide the signature of the purchasing entity's authorized officer

Authorizing Signature	Title	Date
[signature]	Exec. Director	12/2/04

AGREEMENT # 2473

X:Forms:SCO 8-16

Puente Hills Landfill Native Habitat Preservation Authority
Resolution No. 2004-07

A Resolution of the Board of Directors
Acquisition

WHEREAS, the Puente Hills Landfill Native Habitat Preservation Authority (Authority) was created in 1994 for the purpose to acquire, restore, and maintain open space in the Whittier/Puente Hills as a permanent protection for the native habitat with special consideration given to land in Hacienda Heights, and;

WHEREAS, The assessor parcel number 8211-018-003 is located within Hacienda Heights, and is available for purchase pursuant to the provision of Division 1, Part 6, Chapter 8 of the Revenue and Taxation Code, through the Secured Property Tax Division of the County of Los Angeles Treasurer and Tax Collector.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors the following:

1. That the Authority purchase the above-mentioned parcel in an amount of approximately two thousand dollars ($2,000), plus associated taxes, and fee costs.

2. That the Executive Director or Chairman are appointed as agents to conduct all negotiations, execute and submit all documents, which may be necessary for the completion of acquisition.

3. The Chairman of the Board of Directors shall be given approval to sign this Resolution on behalf of the Board and the Secretary to the Board of Directors shall certify to the passage and adoption thereof.

APPROVED AND ADOPTED at a regular meeting held on the 28th day of October, 2004.

AYES: Henderson, Fish, Simmons, Maguin

NOES: None

Chairman, Board of Directors

ATTEST:

Secretary to the Board of Directors

Puente Hills Landfill
Native Habitat Preservation Authority

AGENCY PURPOSE

The purpose of the Puente Hills Landfill Native Habitat Preservation Authority (Authority) is to acquire, restore and maintain open space in the Whittier/Puente Hills as a permanent protection for the native habitat.

WHO WE ARE

The Authority is a Joint Powers Authority of the City of Whittier, County of Los Angeles, and Sanitation Districts of Los Angeles County. The Board of Directors consists of four members, one member each appointed by the respective member agencies, and the fourth, representing the Hacienda Heights Improvement Association, appointed by the County Supervisor of the Fourth District. The Authority came into existence in 1994 as mitigation for the Puente Hills Landfill, and is currently celebrating its 10-year anniversary. For more information visit our web site at www.habitatauthority.org.

A Joint Powers Agency created pursuant to California Government Code §6500 *et seq.*
7702 Washington Avenue, Suite C, Whittier, California 90602 • Phone: 562 / 945 - 9003 • Fax: 562 / 945 - 0303

Printed on recycled paper

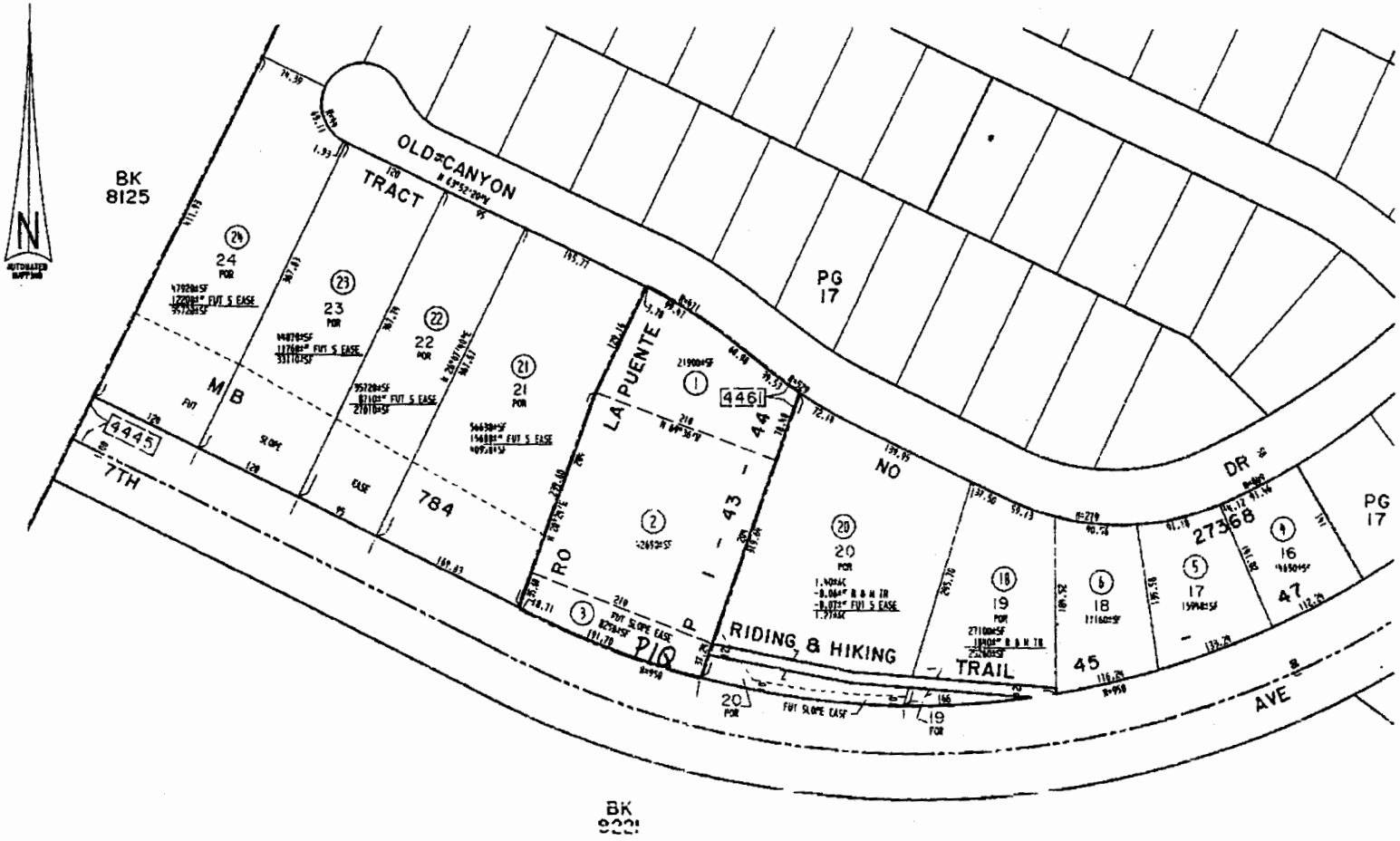
View Enlarged Map | View Printing Instructions

County of Los Angeles: Rick Auerbach, Assessor

8211	18	SCALE 1" = 100' P.A. 8220-3	FIRA 4445 4461	OFFICE OF ASSESSOR COUNTY OF LOS ANGELES

REVISED 8510-90500201D-11 9/02/06

1992



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

This Agreement is made this 15 day of Nov., 2004, by and between the Board of Supervisors of Los Angeles County, State of California, and the **PUENTE HILLS LANDFILL NATIVE HABITAT PRESERVATION AUTHORITY** ("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:

OFFICE OF THE COUNTY COUNSEL

By [signature]
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

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

AGREEMENT NUMBER 2473

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

ATTEST:
PUENTE HILLS LANDFILL
NATIVE HABITAT PRESERVATION AUTHORITY

By Andrea Gullk
Exec. Director, PHLNHPA

(seal)

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

AGREEMENT NUMBER 2473

SUPERVISORIAL DISTRICT 4
AGREEMENT NUMBER 2473

EXHIBIT "A"

LOCATION	FIRST YEAR DELINQUENCY	DEFAULT NUMBER	PURCHASE PRICE	PURPOSE OF ACQUISITION
COUNTY OF LOS ANGELES	1992	8211-018-003	$ 1,991.00*	OPEN SPACE PURPOSES

LEGAL DESCRIPTION

*RANCHO LA PUENTE LOT COM SW ON SE LINE OF LOT 21 TR NO 27368, 333.16 FT FROM MOST N NE COR OF SD LOT TH S 69°36' E 210 FT TH S 20°24' W 37.24 FT TH NW AND FOLLOWING BDRY LINE OF SD LOT 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 15 day of Nov., 2004, by and between the Board of Supervisors of Los Angeles County, State of California, and the **PUENTE HILLS LANDFILL NATIVE HABITAT PRESERVATION AUTHORITY** ("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:

OFFICE OF THE COUNTY COUNSEL

By [signature]
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

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

AGREEMENT NUMBER 2473

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

ATTEST:
PUENTE HILLS LANDFILL
NATIVE HABITAT PRESERVATION AUTHORITY

By_____
Exec. Director, PHLNHPA

(seal)

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 4
AGREEMENT NUMBER 2473

EXHIBIT "A"

LOCATION	FIRST YEAR DELINQUENCY	DEFAULT NUMBER	PURCHASE PRICE	PURPOSE OF ACQUISITION
COUNTY OF LOS ANGELES	1992	8211-018-003	$ 1,991.00*	OPEN SPACE PURPOSES

LEGAL DESCRIPTION

*RANCHO LA PUENTE LOT COM SW ON SE LINE OF LOT 21 TR NO 27368, 333.16 FT FROM MOST N NE COR OF SD LOT TH S 69°36' E 210 FT TH S 20°24' W 37.24 FT TH NW AND FOLLOWING BDRY LINE OF SD LOT 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 NUMBER 2478

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

DISTRICT #
5

AGREEMENT
2478

November 16, 2004

VIA FAX (213) 680-3648

Mr. Stanley Redins
County of Los Angeles
Treasurer & Tax Collector
Chapter 8 Tax Defaulted Land Unit
225 North Hill Street, Room 130
Los Angeles, CA 90051-0102

Subject: Objection to Sale and Request for Chapter 8 Agreement to Purchase Tax Defaulted Property Necessary for Sierra Highway Road Widening APN No. 2842-033-020 (County of Los Angeles Treasurer and Tax Collector 2005a Tax Sale).

Dear Mr. Redins:

In response to the letter from Donna Doss dated November 12, 2004 regarding the proposed sale of APN#2842-033-020, the City of Santa Clarita does hereby object to the sale of this parcel. The City, in compliance with the procedures and requirements for local agencies to acquire tax defaulted properties via the Chapter 8 process, is formally requesting to enter into an agreement to purchase APN#2842-033-020. Additionally, as part of those requirements, please find attached a copy of our mission statement.

The City of Santa Clarita is requesting to purchase APN 2842-033-020, as part of the Sierra Highway road widening project. Earlier this year, we completed the acquisition of several other tax defaulted parcels, (APN Nos. 2842-33-014, 2842-033-016, 2842-033-015, and 2842-033-021), which are also part of this road project. This final parcel is required to complete the grading, slope, and turn pocket improvements for the project.

The improvements on Sierra Highway are paramount for public safety and the completion of the eastern portion of Golden Valley Road, which is an integral part of the Cross Valley Connector. The Cross Valley Connector project is a top priority of our City Council. I would appreciate any assistance you can provide in expediting the sale of this remaining property to the City.

received
11-16-04
S. Redins

PRINTED ON RECYCLED PAPER

If you have any questions, please call me at (661) 286-4046.

Sincerely,

Barbara A. Stoll
Acquisition Specialist

BAS:sp
S:\TES\CPP\Stoll\48892\49982-lot20.doc

Enclosures

cc: Robert G. Newman, Director of Building & Engineering
Chris Price, Assistant City Engineer
Sarona Vivanco, Senior Management Analyst

Application to Purchase Tax-Defaulted Property from County

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

A. Purchaser Information

1. Name of Organization: City of SANTA CLARITA
2. Corporate Structure – check the appropriate box below and provide corresponding information:

☐ Nonprofit – provide Articles of Incorporation

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

B. Purchasing Information

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

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

☐ Purchase by tax agency/revenue district to preserve its lien

☒ Purchase by tax agency/revenue district to use parcel(s) for public purpose

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

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

☐ Purchase by taxing agency for public purpose

☐ Purchase by State, county, revenue district or redevelopment agency for public purpose

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

C. Property Detail

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

1. County where the parcel(s) is located: Los Angeles
2. List each parcel by Assessor's Parcel Number: 2842-033-020
3. State the purpose and intended use for *each* parcel: Sierra Highway road widening.

D. Acknowledgement Detail

Provide the signature of the purchasing entity's authorized officer

Authorizing Signature	Title	Date
Barbara Stoll	Acquisition Specialist	3/16/05

AGREEMENT # 2478

X:Forms:SCO 8-16

Barbara

City Clerk
4/4-Revised Agenda Item: 4

CITY OF SANTA CLARITA
AGENDA REPORT

CONSENT CALENDAR City Manager Approval: 4/12/05 Approved Consent Calendar

Item to be presented by: Christopher Price

DATE: April 12, 2005

SUBJECT: CHAPTER 8 AGREEMENT NO. 2478 TO PURCHASE LOS ANGELES COUNTY TAX-DEFAULTED PROPERTY, APN NO. 2842-033-020 - TRACT 48892, SIERRA HIGHWAY ROAD WIDENING

DEPARTMENT: Building and Engineering

RECOMMENDED ACTION

City Council approve Chapter 8 Agreement No. 2478 to purchase Los Angeles County Tax-Defaulted Property, APN No. 2842-033-020, subject to City Attorney approval; appropriate funds in the amount of $1417.00 from the Eastside Bridge & Thoroughfare Account No. 302-6193 to expenditure Account No. 4362-8620 for the property purchase and additional fees necessary to facilitate the publication and transfer fees; and authorize the City Manager or designee to execute all documents, subject to City Attorney approval.

BACKGROUND

On November 8, 2000, the City Council approved Resolution No. 00-151 (Master Case No. 97-143) and Conditions of Approval for Tract 48892. The Conditions of Approval required the developer to widen a portion of northbound Sierra Highway to accommodate a right-turn pocket onto Golden Valley Road. A total of eleven parcels are affected by the road widening.

Pursuant to the provisions of Chapter 8 of the Los Angeles County Revenue and Taxation Code, governing agencies may enjoy priority to purchase tax-defaulted properties for public use purposes prior to, or while, the properties are publicly auctioned by the County. As the developer does not have the privilege, the City desires to purchase this property to enable the road widening to proceed.

Four of the eleven affected parcels were previously purchased by the City via the Chapter 8 process. This is the last parcel necessary for the improvement that is subject to tax default and available for the City to acquire through a Chapter 8 Purchase Agreement.

In order to acquire this parcel via the Chapter 8 process, the City must sign the Agreement to Purchase Los Angeles County Tax-Defaulted Property (Exhibit A), pay the purchase price listed for the parcel in the Agreement ($917.00), and pay title and transfer fees of approximately $500.00, totaling $1417.00 to acquire the parcel.

ALTERNATIVE ACTIONS

Other action as determined by the City Council.

FISCAL IMPACT

The current balance of the Eastside Bridge & Thoroughfare Account No. 302-6193 is approximately $1,879,130.00. Should the City Council approve the Agreement to purchase this parcel, the Eastside Bridge & Thoroughfare District will retain a remaining balance of $1,877,713.00. This amount is sufficient for the anticipated future needs identified for funding via the Eastside Bridge & Thoroughfare District.

ATTACHMENTS

Agreement to Purchase LA County Tax-Defaulted Property

City of SANTA CLARITA

CITY OF SANTA CLARITA PHILOSOPHY. . .

As City employees, we are proud to say that WE ARE THE CITY OF SANTA CLARITA. We take pride in our organization our community and ourselves. Our mission is to deliver the best and most cost-efficient municipal service to the citizens and City Council of Santa 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 monies support this organization.

We value a humanistic approach

- Our actions recognize humans, human feelings and the importance of the individual.
- We believe in participative management.
- We encourage employees to enjoy their time at the work site.
- We encourage ideas that improve the mental and physical health of the employees.
- We are united in our efforts to support, respect and encourage 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 mistakes.

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 motivated and competent.
- We respect loyalty to the City.

We value ethics

- We believe the soundest basis for judging the rightness of an action is a test of its morality and its effects on human rights.

We value an open and nonbureaucratic government

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

We value our City Council

- We recognize the importance of the process which elected the Council.
- We recognize the importance and difficulty of the Council's job.
- We are fully prepared for Council meetings.

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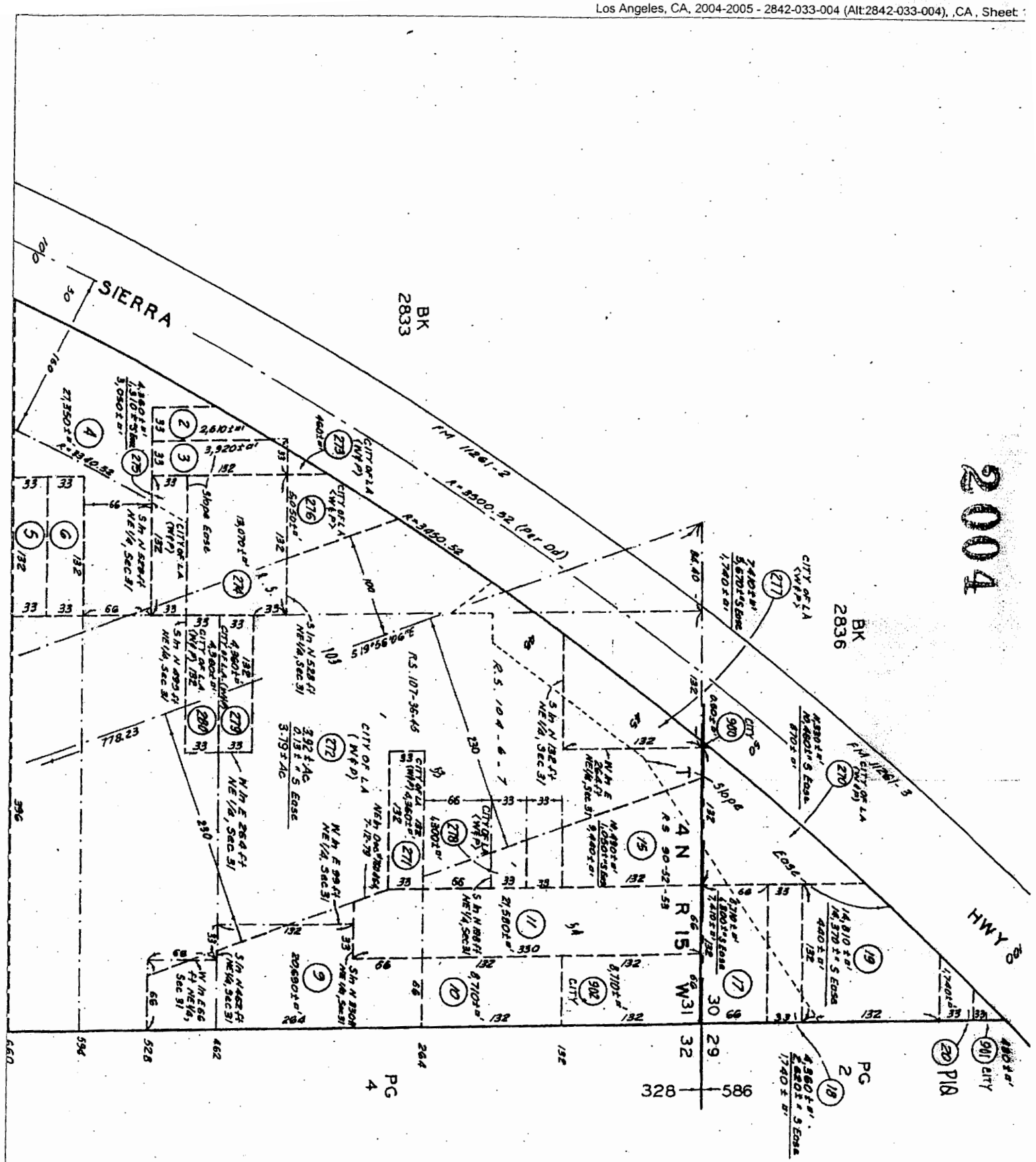
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HWY
BK 2833
BK 2836
PG 4
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R.S. 104-6-7
R.S. 107-36-45
CITY OF LA (W&P)
Slope Ease
Slope
Ease
328
586
660
594
528
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264
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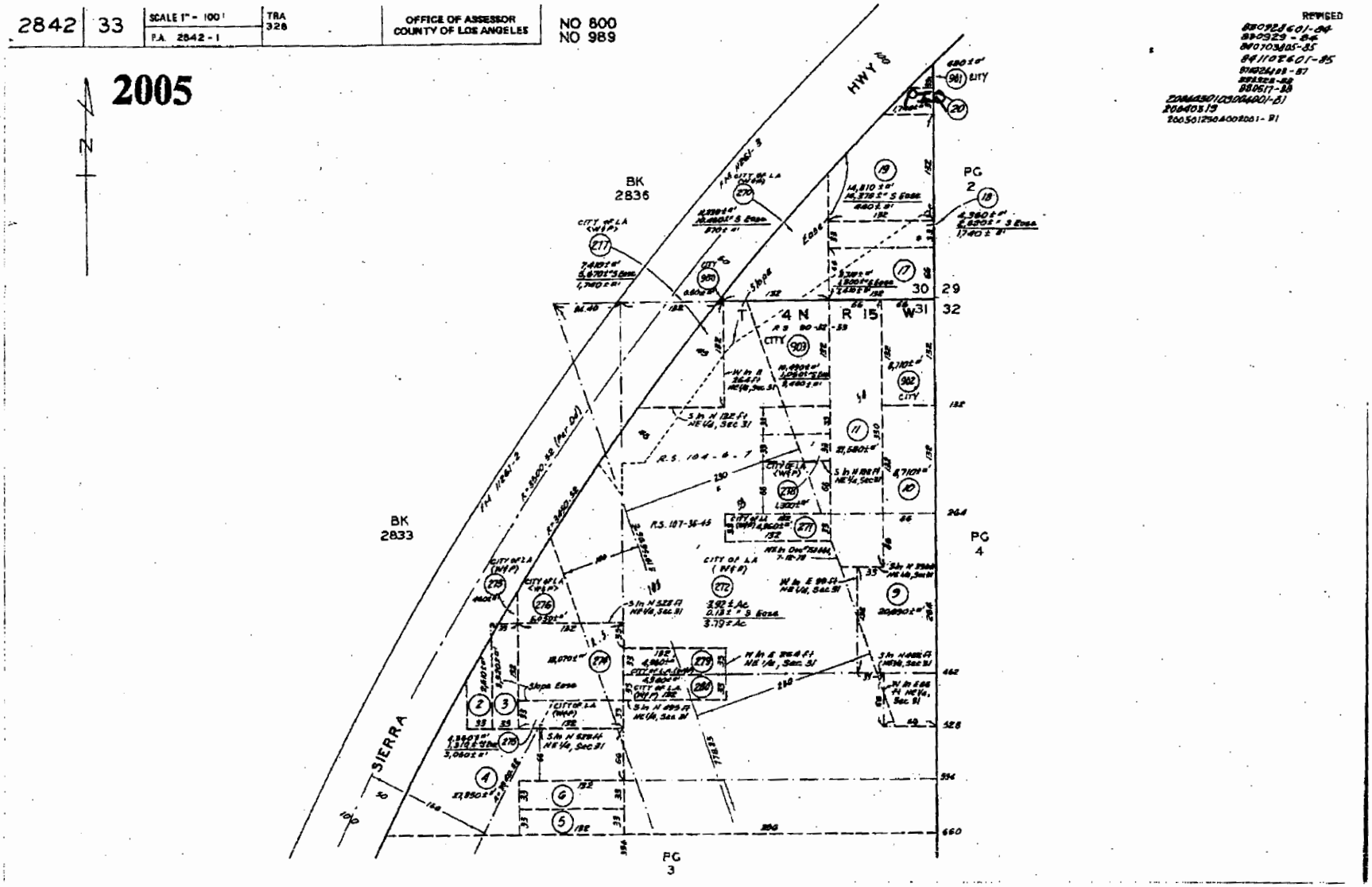
29
32
31
30

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 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:

Office of the 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

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

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

ATTEST:
CITY OF SANTA CLARITA
Sharon L. Dawson, City Clerk
4/28/05

(seal)

By_____
for Ken Pulskamp
City Manager

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

ATTEST:
Sharon L. Dawson, City Clerk
4/28/05

(seal)

City of ~~N/A~~ 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 2478

EXHIBIT "A"

LOCATION	FIRST YEAR DELINQUENCY	DEFAULT NUMBER	PURCHASE PRICE	PURPOSE OF ACQUISITION
CITY OF SANTA CLARITA	1998	2842-033-020	$917.00*	COMPLETION OF THE SIERRA HIGHWAY ROAD WIDENING PROJECT

LEGAL DESCRIPTION

*LOT COM N ON E LINE OF SEC 30 T 4N R 15W 231 FT FROM SE COR OF SD SEC TH N 33 FT TH W TO SE LINE OF SIERRA HWY TH SW THEREON TO A PT W FROM BEG TH E TO BEG POR OF SE 1/4 OF SE 1/4 OF SEC 30 T 4N R 15W

*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:

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:

Office of the 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

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

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

ATTEST:
CITY OF SANTA CLARITA
Sharon L. Dawson, City Clerk
4/28/05

(seal)

By_____
for Ken Pulskamp
City Manager

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

ATTEST:
Sharon L. Dawson, City Clerk
4/28/05

(seal)

City of ~~N/A~~ 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 2478

EXHIBIT "A"

LOCATION	FIRST YEAR DELINQUENCY	DEFAULT NUMBER	PURCHASE PRICE	PURPOSE OF ACQUISITION
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