

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS  
 DATE: 6/23/15



**SUBMITTAL TO THE BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

414  
A

**FROM:** Don Kent, Treasurer/Tax Collector

**SUBMITTAL DATE:**  
 June 24, 2015

**SUBJECT:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 861. Last assessed to: Hunter Management, Inc., a Delaware Corporation. Dist. 3 [\$12,827] Fund 65595 Excess Proceeds from Tax Sale.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Settlement Agreement between Claimants William C. Hunter, Daniel E. Anderson and the County of Riverside for the distribution of excess proceeds and authorize the Chairman of the Board of Supervisors to sign the Settlement Agreement.

(continued on page two)

**BACKGROUND:**

**Summary**

On March 24, 2015, the Board of Supervisors held a public hearing on the distribution of the excess proceeds in this matter. At the close of the public hearing, the Board continued the public hearing until July 7, 2015 to allow the two claimants and the County to negotiate a settlement. A settlement has been negotiated in the form of the attached Settlement Agreement which the two claimants have executed. Both claimants had filed claims for the \$12,827.66 in excess proceeds from the tax sale. The claimants have agreed to split the excess proceeds equally.

*[Signature]*  
 Jon Christensen, Assistant  
 Treasurer/Tax Collector for Don  
 Kent, Treasurer/Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 12,827	\$ 0	\$ 12,827	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Fund 65595 Excess Proceeds from Tax Sale  
**Budget Adjustment:** n/a  
**For Fiscal Year:** 2015-16

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Samuel Wong 6/30/15*  
 Samuel Wong

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- Positions Added
- Change Order
- A-30
- 4/5 Vote

Prev. Agn. Ref.: 9-37 3/24/15 | District: 3 | Agenda Number:

**RECOMMENDED MOTION:**

9-2

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 861. Last assessed to: Hunter Management, Inc. a Delaware Corp. Dist. 3 [\$12,827] Fund 65595 Excess Proceeds from Tax Sale.**

**DATE:** June 24, 2015

**PAGE:** Page 2 of 2

**RECOMMENDED MOTION:**

2. Authorize and Direct the Auditor-Controller to issue warrants to William C. Hunter in the amount of \$6,413.83 and Daniel E. Anderson in the amount of \$6,413.83.

**BACKGROUND:**

**Summary (continued).**

The Settlement Agreement reflects that the County will award Claimant Hunter \$6,413.83 and Claimant Anderson \$6,413.83. The claimants agree to waive their rights to further appeal or judicial review and agree to release the County from further claims concerning the excess proceeds.

The claimants have executed the attached Settlement Agreement and request the Board to authorize the Chairman of the Board to execute it as well.

There were no other claimants for the excess proceeds. Execution of the Settlement Agreement by the County would fairly and finally settle this matter.

**Impact on Citizens and Businesses**

Excess proceeds from the tax sale are being awarded equally to the Deed of Trust Holder's for the excess proceeds. There will be no impact to citizens or businesses.

**ATTACHMENTS (if needed, in this order):**

Settlement Agreement

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this "Agreement"), is entered into as of \_\_\_\_\_, by and between William C. Hunter, Daniel E. Anderson and the County of Riverside (hereinafter referred to as "County" and together with William C. Hunter and Daniel E. Anderson, the "Parties") with reference to the following facts:

### RECITALS

A. On March 20, 2012, in accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with the approval of the Riverside County Board of Supervisors, the Riverside County Treasurer-Tax Collector (the "Tax Collector") sold parcel number 577420045-4 (the "Property") at tax sale.

B. The Property sold at public auction for an amount in excess of the delinquent taxes owed on the Property and certain authorized costs resulting in excess proceeds (the "Excess Proceeds").

C. Pursuant to Section 4675 of the California Revenue and Taxation Code, the Tax Collector notified various parties of interest and received claims for the distribution of the Excess Proceeds which amounted to \$12,827.66.

D. The Tax Collector received two claims from parties in interest. The Tax Collector received a claim from William C. Hunter based on a Short Form Deed of Trust and Assignment of Rents recorded June 6, 2006 as Instrument No. 2006-0408585. In addition, the Tax Collector received a claim from Daniel E. Anderson based on a Short Form Deed of Trust and Assignment of Rents recorded on May 14, 2004 as Instrument No. 0364717 and a Partial "Y" of Note and Deed of Trust recorded on January 10, 2007 as Instrument No. 2007-0022552.

E. Claimant William C. Hunter and Claimant Daniel E. Anderson have agreed to share equally in the distribution of the Excess Proceeds.

F. The Tax Collector is in possession of the Excess Proceeds from the sale of the Property, but claims no interest in the Excess Proceeds and holds the Excess Proceeds as a mere stakeholder.

G. Pursuant to the terms and conditions of this Agreement, the Parties now desire to provide for the mutually agreeable distribution of the Excess Proceeds.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Distribution of the Excess Proceeds. Within forty-five (45) days of the execution of this Agreement by the Parties, the Tax Collector shall distribute the Excess Proceeds in equal shares to William C. Hunter and Daniel E. Anderson. The Tax Collector shall cause the Riverside County Auditor-Controller to issue a warrant in the amount of \$6,413.83 to William C. Hunter and another warrant in the amount of \$6,413.83 to Daniel E. Anderson. The Tax Collector shall have the warrants mailed to the respective address that is on file at its office or such address as William C. Hunter or Daniel E. Anderson shall request prior to the issuance and mailing of the warrants.

2. Comprehensive Settlement. The parties agree that this Agreement is intended to provide a comprehensive settlement of the dispute involving the Excess Proceeds. So long as the provisions of this Agreement are complied with, the Parties agree not to pursue any other civil or administrative actions or remedies concerning the distribution of the Excess Proceeds; and the parties waive their rights to hearing, review, and appeal concerning this matter. It is understood and agreed that this settlement applies only to the distribution of the Excess Proceeds from the tax sale of the Property.

3. Release. In exchange for the Tax Collector's compliance with the provisions of this Agreement and distribution of the Excess Proceeds as provided herein, William C. Hunter and Daniel E. Anderson, on behalf of themselves, their heirs, executors, administrators, and assigns fully and forever release the Tax Collector and the County, their elected officials, officers, employees, their successors, and all other persons and associations, known or unknown, from all claims and causes of action of any nature whether known or unknown, foreseen or unforeseen, or patent or latent by reason of the distribution of the Excess Proceeds. In addition, William C. Hunter and Daniel E. Anderson, on behalf of themselves, their heirs, executors, administrators, and assigns fully and forever waive the right to sue and covenant not to sue and not to pursue any administrative action against the Tax Collector or the County, or their elected officials, officers, employees, their successors, and all other persons and associations, known or unknown from all claims and causes of action of any nature by reason of the distribution of the Excess Proceeds. It is understood and agreed that this release and covenant not to sue apply only to the distribution of the Excess Proceeds from the tax sale of the Property.

4. Fair Meaning. This Agreement shall be construed according to its fair meaning as if prepared by all parties after extensive negotiation of the terms hereto.

5. Controlling Law. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

6. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument and in each such instance executed by or on behalf of the party to be bound thereto.

7. Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. Merger of Prior Agreements and Understandings. This Agreement contains the entire understanding among the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

9. Representations. Each party represents that (i) they are duly authorized and empowered to execute this Agreement and to perform the obligations undertaken by such party herein, (ii) this Agreement will be binding upon such party in accordance with its terms, and (iii)

such party has not assigned whatever claims, causes of action, or rights it may have to any other person.

10. Time is of the Essence. Time is hereby expressly made of the essence of this Agreement and all performances and obligations due hereunder.

11. Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute an agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of

\_\_\_\_\_.

\_\_\_\_\_  
William C. Hunter

\_\_\_\_\_  
Daniel E. Anderson

COUNTY OF RIVERSIDE

\_\_\_\_\_  
Marion Ashley, Chairman of the Riverside County  
Board of Supervisors


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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of

\_\_\_\_\_

  
\_\_\_\_\_ 4/21/15  
William C. Hunter

\_\_\_\_\_  
Daniel E. Anderson

COUNTY OF RIVERSIDE

\_\_\_\_\_  
Marion Ashley, Chairman of the Riverside County  
Board of Supervisors

FORM APPROVED COUNTY COUNSEL  
BY:  6/23/15  
DALE A. GARDNER DATE

Daniel E. Anderson 4/22/15

Daniel E. Anderson

COUNTY OF RIVERSIDE

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Marion Ashley, Chairman of the Riverside County  
Board of Supervisors