

RESOLUTION NO. 4424

A RESOLUTION OF THE COUNCIL OF THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY BETWEEN THE SAID CITY AND REGINALD L. KNOX, a widower, PROVIDING FOR PURCHASE AND SALE OF CERTAIN REAL PROPERTY TO SAID CITY IN CONNECTION WITH INSTALLATION AND CONSTRUCTION OF A PARK SITE.

WHEREAS, Reginald L. Knox, a widower, has agreed for sale of real property to the City of Pomona to be used in connection with installation and construction of a Park Site; and

WHEREAS, the terms and conditions under which the said Reginald L. Knox has agreed for sale of real property and have been set forth in an agreement entitled "Agreement for Purchase and Sale of Real Property";

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Pomona as follows, to-wit:

SECTION 1. That the Mayor of the City of Pomona is hereby authorized to sign an agreement by and between the said City and Reginald L. Knox, a widower, providing for purchase and sale of real property hereinafter described for the purpose of a future Park Site. A copy of said agreement is attached hereto, and by reference made a part hereof as though set forth in full.

SECTION 3. That the real property herein referred to is located partly in the City of Pomona, and partly in the County of Los Angeles, State of California, being more particularly described as follows, to-wit:

That portion of Lot 16, of the rearrangement of Lots 11 to 23 inclusive of J.E. Packard's Orange Grove Tract, partly in the City of Pomona and partly in the County of Los Angeles, State of California, as per map recorded in Book 42, Page 2 of Miscellaneous Records in the office of the County Recorder of said County, together with that portion of Bellevue Avenue vacated and the three foot strip of land adjoining said Bellevue Avenue on the west described as a whole as follows:

Beginning at the southwesterly corner of Bellevue Avenue

as said avenue is shown 30 feet wide on the map of Tract No. 16005 recorded in Book 352 Pages 32 and 33 of Maps, records of said county; thence along the southerly line of said avenue, and the southerly line of said Tract No. 16005, North 76° 02' 00" East 835.38 feet; thence parallel with the easterly line of said Lot 16, South 13° 58' 00" East 422.13 feet, more or less, to the south line of said Lot 16; thence along said south line South 76° 41' 50" West to the southwesterly corner of said Lot; thence South 89° 58' 30" West 30.00 feet to the center line of Bellevue Avenue vacated; thence along said center line, South 0° 01' 36" East 7.08 feet; thence South 76° 41' 50" West 33.91 feet to the west line of said three foot strip of land adjoining said Bellevue Avenue; thence along said west line North 0° 01' 36" West 598.68 feet, more or less, to the westerly prolongation of the center line of Elwood Avenue as said avenue is shown 60 feet wide on the map of said Tract No. 16005; thence along said prolongation North 76° 02' 00" East 34.00 feet to the northwesterly corner of said Bellevue Avenue as dedicated by the map of said Tract No. 16005; thence along said avenue South 0° 01' 30" East 175.16 feet to the point of beginning.

Note: The above described property provides for a Park Site.

SECTION 3. The Mayor of the City of Pomona is hereby authorized, empowered and directed to execute said Agreement for purchase and sale of real property for and on behalf of the City of Pomona, California. The City Clerk is hereby directed to attest the execution of this agreement.

SECTION 4. The City Clerk shall certify to the adoption and passage of this Resolution and the same shall thereupon take effect and be in force.

APPROVED AND PASSED this 25th DAY of September 1956.

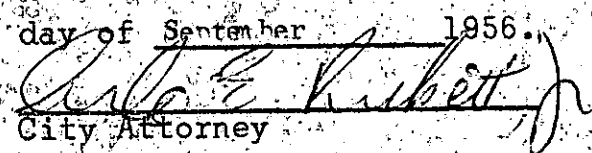
  
Mayor

ATTEST:

  
City Clerk

APPROVED AS TO FORM this 25th

day of September 1956.

  
City Attorney

I hereby certify that the foregoing Resolution was passed and adopted by the City Council of the City of Pomona, and signed by the Mayor of said City at a regular meeting of said Council held on the 25th day of September, 1956, by the following vote, to-wit:

AYES: Councilmen Haover, Turney, (Mayor) Cox

NOES: none

ABSENT: Baker, Collins

  
City Clerk

1           AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

2       THIS AGREEMENT, made and entered into this       25th   day of  
3       September       1956, by and between the CITY OF POMONA, a  
4       municipal corporation, County of Los Angeles, State of California,  
5       hereinafter sometimes referred to as "Vendee", and REGINALD L. KNOX,  
6       a widower, of Pomona, California, hereinafter sometimes referred  
7       to as "Vendor";

8                       W I T N E S S E T H

9       NOW, THEREFORE, it is agreed by and between the Vendee and the  
10      Vendor, as follows, to wit:

11      1. That the Vendor, in consideration of the covenants and  
12      agreements on the part of the Vendee herein contained, agrees  
13      to sell and convey by a deed in fee simple unto the Vendee,  
14      and the Vendee agrees to purchase and acquire from the Vendor,  
15      that real property in the City of Pomona, County of Los Angeles,  
16      State of California, described as:

17           That portion of Lot 16 of the rearrangement  
18           of Lots 11 to 23 inclusive of J. E. Packard's  
19           Orange Grove Tract, partly in the City of  
20           Pomona and partly in the County of Los Angeles,  
21           State of California, as per map recorded in  
22           Book 42, Page 2 of Miscellaneous Records, in  
23           the office of the County Recorder of said County,  
24           together with that portion of Bellevue Avenue  
25           vacated and the three foot strip of land ad-  
26           joining said Bellevue Avenue on the west described  
27           as a whole as follows:

28           Beginning at the southwesterly corner of  
29           Bellevue Avenue as said avenue is shown  
30           30 feet wide on the map of Tract No. 16005  
31           recorded in Book 352 Pages 32 and 33 of Maps,  
32           records of said county; thence along the  
33           southerly line of said avenue, and the southerly  
34           line of said Tract No. 16005, North 76° 02' 00"  
35           East 835.38 feet; thence parallel with the  
36           easterly line of said Lot 16, South 13° 58' 00"  
37           East 422.13 feet, more or less, to the south  
38           line of said Lot 16; thence along said south  
39           line South 76° 41' 50" West to the southwesterly  
40           corner of said Lot; thence South 89° 58' 30" West  
41           30.00 feet to the center line of Bellevue Avenue  
42           vacated; thence along said center line, South  
43           0° 01' 36" East 7.08 feet; thence South 76° 41' 50"  
44           West 33.91 feet to the west line of said three  
45           foot strip of land adjoining said Bellevue Avenue;  
46           thence along said west line North 0° 01' 36" West

598.68 feet, more or less, to the westerly prolongation of the center line of Elwood Avenue as said avenue is shown 60 feet wide on the map of said Tract No. 16005; thence along said prolongation North 76° 02' 00" East 34.00 feet to the northwesterly corner of said Bellevue Avenue as dedicated by the map of said Tract No. 16005; thence along said avenue South 0° 01' 30" East 175.16 feet to the point of beginning.

for the sum of Forty One Thousand Four Hundred and Eleven and no/100 Dollars (\$41,411.00), which said sum Vendee covenants and agrees to pay to Vendor as follows, to wit:

- a. The sum of Twelve Thousand Nine and 19/100 Dollars (\$12,009.19) by deposit in an escrow which will be opened and conducted as hereinafter provided, which said sum shall be delivered to the Vendee through said Escrow in accordance with instructions therein recited.
- b. The sum of Fourteen Thousand Seven Hundred and 90.100 Dollars (\$14,700.90) shall be paid by the Vendee to the Vendor on or before the 15th day of January, 1957, but not before the 1st day of January, 1957.
- c. The sum of Fourteen Thousand Seven Hundred and 91/100 Dollars (\$14,700.91) shall be paid by the Vendee to the Vendor on or before the 15th day of January, 1958, but not before the 1st day of January, 1958, this constituting payment of the purchase price in full.

2. It is further agreed and understood that as part of the consideration for the covenants and agreements on the part of the Vendee herein contained, the Vendor, concurrently with the transfer and conveyance of said real property, shall also bargain, sell, transfer and convey unto the Vendee all of Vendor's right, title and interest in and to any and all shares

1 of water stock in the Orange Grove Mutual Water Company which  
2 are appurtenant to that real property agreed to be sold,  
3 transferred and conveyed herein.

4 3. That within \_\_\_\_\_ days following the execution of this  
5 agreement, the parties mutually agree to enter into an escrow  
6 for the purpose of accomplishing the provisions of this agree-  
7 ment, and that said escrow shall include the following provisions:

- 8 a. That the Vendee shall deposit in said  
9 escrow the sum of Twelve Thousand and  
10 Nine and 19/100 Dollars (\$12,009.19),  
11 which said sum shall be delivered to the  
12 Vendor at the close of said escrow,  
13 b. That the Vendor shall deposit in said  
14 escrow a grant deed in fee simple, granting  
15 and conveying unto said Vendee all of Vendor's  
16 right, title and interest in and to that real  
17 property hereinbefore described, together with  
18 an assignment of all right, title and interest  
19 in those shares of water stock hereinabove  
20 provided to be conveyed and transferred unto  
21 the Vendee.  
22 c. The Vendor shall furnish, at the sole cost and  
23 expense of the Vendor, a policy of title in-  
24 surance insuring title to said real property  
25 to be free and clear of all liens and en-  
26 cumbrances except as to easements, rights and  
27 rights of way of record, if any. Except as  
28 otherwise herein provided, any liens or  
29 encumbrances affecting said real property shall  
30 be subject to the approval of the Vendee.  
31 d. The Vendee shall assume and pay the usual  
32 buyer's escrow fees and the Vendor shall



1 assume and pay the usual seller's escrow fees.

2 4. That in the event the real property agreed to be sold,  
3 transferred and conveyed in accordance with the provisions  
4 hereof shall be subject to clearance on account of any In-  
5 heritance or Estate tax liability, it is agreed and under-  
6 stood that the Vendee shall not be required to complete the  
7 payment of any monies to the Vendor except as to monies agreed  
8 to be paid through said escrow, until such time as said Vendor  
9 has obtained full clearance of all such taxes.

10 5. That this agreement shall be binding upon and inure to  
11 the benefit of the Vendor and the Vendee and their respective  
12 successors in interest.

13 6. That in this instrument the singular number shall include  
14 the plural and the words "Vendor" and Vendee" shall include  
15 the respective successors in interest of each, whenever  
16 the context shall so require.

17 7. Payment of the funds herein provided to be paid to the  
18 Vendor shall be completed as follows:

19 a. The Vendee may, at its election, set aside  
20 the entire sum agreed to be paid hereunder  
21 on or before the 30th day of June, 1957,  
22 which said sum shall thereafter be paid to  
23 the Vendor only at the times and in the  
24 manner herein provided. All of said payments  
25 shall be without interest.

26 b. In the event said Vendee shall not elect to set  
27 aside the entire sum provided herein to be paid  
28 to the Vendor, it is agreed and understood that  
29 the obligations created hereunder shall not and  
30 do not constitute a general obligation of the  
31 City of Pomona so as to impose liability on the  
32 general funds of said City. Upon its election

1 not to set aside said entire purchase  
2 price within the aforesaid period, the  
3 Vendee shall then provide for payment of the  
4 purchase price through a special fund to be  
5 designated by the Vendee at the time of  
6 making its election.

7 IN WITNESS WHEREOF, the respective parties hereto have executed  
8 this agreement as of the day and year hereinabove first written.  
9

10 *Reginald E. Gray*  
11 VENDOR

12  
13 CITY OF POMONA

14 BY *Arthur H. La*

15 MAYOR

16 BY *R. Thomas*

17 VENDEE

18 CITY CLERK

19  
20 *Approved as to form*  
21 *Arlo E. Rickett Jr.*  
22 *City Attorney*  
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ARLO E. RICKETT, JR.  
CITY ATTORNEY  
CITY OF POMONA, CALIFORNIA



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Mayor

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City Attorney