

RESOLUTION NO. 4215

A RESOLUTION OF THE COUNCIL OF THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH ARMSTRONG NURSERIES, INC., A CORPORATION, IN CONNECTION WITH THE PROPOSED EXCHANGE OF REAL PROPERTY BETWEEN THE CITY OF POMONA AND ARMSTRONG NURSERIES, INC.

WHEREAS, the City is the owner in fee of certain real property described in said agreement, attached hereto, said real property not now being used for public purposes; and

WHEREAS, the Corporation is the owner of a certain real property described in said agreement, attached hereto, said real property is necessary to the City for a public use, to-wit, for street and park improvements.

NOW, THEREFORE, be it resolved by the City of Pomona as follows:


SECTION 1. That the Mayor of the City of Pomona is hereby authorized and directed to sign an agreement with Armstrong Nurseries Inc., a corporation, whereby said City agrees to transfer certain real property described in said agreement to Armstrong Nurseries, Inc., and Armstrong Nurseries INC., agrees to transfer certain real property described in said agreement to the City of Pomona. A copy of the agreement wherein said parties agree to an exchange of real property as described therein is attached hereto, marked Exhibit "A" and by reference incorporated herein.

SECTION 2. The City Clerk is hereby directed to attest the execution of this agreement.

SECTION 3. 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 19th day of June 1956.

ATTEST:


City Clerk


Mayor

APPROVED AS TO FORM this 19th

day of June 1956.

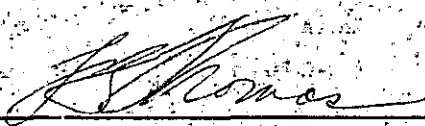

City Attorney

ARLO E. RICKETT, JR.
CITY ATTORNEY
CITY OF POMONA, CALIFORNIA

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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 19th day of
June, 1966, by the following vote, to-wit:

AYES: Councilmen Baker, Collins, Hoover, Turney
" " (Mayor) Cox
NOES: "
ABSENT: "


City Clerk

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AGREEMENT

EXCHANGE OF REAL PROPERTY

THIS AGREEMENT, made and entered into this _____ day of _____, 1956,
by and between the City of Pomona, a municipal corporation, County of Los
Angeles, State of California, hereinafter sometimes referred to as "CITY",
and Armstrong Nurseries, Inc., a corporation, hereinafter sometimes referred
to as "CORPORATION".

W I T N E S S E T H

WHEREAS, the City is the owner in fee of certain real property, herein-
after described, said real property not now being used for public purposes; and

WHEREAS, the Corporation is the owner of a certain real property herein-
after described which is necessary to the City for a public use, to-wit, for
street and park improvements; and

WHEREAS, that real property now owned by said City will be of benefit to
the corporation and said corporation is desirous of acquiring the same, and
the respective parcels of real property owned by the several parties hereto
are of equal value:

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. That for and consideration of the covenants, promises and agreements
hereinafter contained, the Corporation agrees to transfer, assign and convey
unto the City the following described real property:

PARCEL I. That portion of the Rancho San Jose, in the city of Pomona,
county of Los Angeles, state of California, as per map recorded in book
2, pages 292 and 293 of patents in the office of the county recorder of
said county, described as follows:

Beginning at the most southerly corner of Tract No. 7900 as shown on
map recorded in book 96 pages 51 to 54 inclusive of Maps, in the office
of the said county recorder; said corner being the point of intersection
of the center line of Val Vista Street with the center line of Sackville
Street, as shown on the map of Tract No. 9687 recorded in book 136, page
67 et seq., of Maps in the office of the county recorder; thence along
the southeasterly line of said Tract No. 7900, North 52° 51' 30" East,

30.51 feet to the true point of beginning; thence South $72^{\circ} 07' 10''$ East 250 feet; thence North $10^{\circ} 25' 20''$ East 154.85 feet to a point in the southerly line of said Tract No. 9687, distant North $59^{\circ} 54' 30''$ West 76.24 feet from the most easterly corner of said Tract No. 9687; thence along the southerly line of said Tract No. 9687, North $59^{\circ} 54' 30''$ West, 33.89 feet to an angle point in said southerly line; thence North $87^{\circ} 28' 30''$ West 108.04 feet to an angle point in said southerly line; thence along the southeasterly line of lot 193 of said Tract No. 9687, South $52^{\circ} 51' 30''$ West 160.97 feet to the most southerly corner of said lot 193; thence South $70^{\circ} 20'$ East, 2.36 feet to the true point of beginning.

PARCEL II. Those portions of Lots 193, 194, 195, and 196 of Tract No. 9687 in the City of Pomona, County of Los Angeles, State of California as per map recorded in book 136 pages 67 to 70 inclusive of Maps in the office of the county recorder of said county described as follows: Beginning at the point of intersection of the southerly line of said Lot 194 with the northerly prolongation of the westerly line of Sackville Street, 30 feet wide, as shown on map of Tract No. 15376, recorded in book 433, pages 27 and 28 of Maps, in the office of the county recorder; thence westerly along said southerly line of Lot 194 to the point of tangency of said southerly line with a curve, concave northwesterly and having a radius of 15 feet said curve also being tangent at its northerly terminus with said northerly prolongation of the westerly line of Sackville Street; thence northeasterly along said curve to the point of tangency in said northerly prolongation; thence northerly along said prolongation to the beginning of a tangent curve concave southwesterly and having a radius of 245 feet, said curve also being tangent at its westerly terminus with a line which is parallel with and distant southerly 5 feet, measured at right angles, from the northerly line of said Lot 196 of Tract No. 9687; thence northwesterly along the last described curve to the point of tangency in said parallel line; thence westerly along said parallel line to the westerly line

1 of said Lot 196; thence northerly along said westerly line to the
2 northwesterly corner of said Lot 196; thence easterly along said
3 northerly line of Lot 196 and along the northerly lines of Lots 195,
4 194, and 193 of said Tract No. 9687 to the most easterly corner of
5 said lot 193; thence southwesterly along the southeasterly line of
6 said Lot 193 to the most southerly corner thereof; thence westerly
7 along the southerly line of said Lot 194 of Tract No. 9687 to the
8 point of beginning.

9 2. That in consideration of the aforesaid transfer and conveyance,
10 subject to the provisions hereinafter contained, the City agrees to transfer
11 assign, and convey unto the corporation that real property described as follows:

12 That portion of lot 1, of Naranja Val Vista Tract, in the city of
13 Pomona, County of Los Angeles, state of California, as per map recor ded
14 in book 36 page 18 of Maps, in the office of the county recorder of
15 said county, described as follows:

16 Beginning at the intersection of the northeasterly line of said lot
17 1 with a line that is parallel with and 170 feet southeasterly,
18 measured at right angles, to the westerly line of said lot; thence
19 along said parallel line South $24^{\circ} 08' 00''$ West 129 feet to the true
20 point of beginning, said point being also the southwesterly corner of
21 the land described in the deed to George P. Lloyd and wife, on June 26,
22 1950 as Document No. 19285-S under Certificate No. CJ-29809 in the office
23 of the registrar of Land Titles of said county, thence along the
24 southerly line of said land of Lloyd and the easterly prolongation thereof
25 South $72^{\circ} 29' 10''$ East 361.29 feet, more or less to the easterly line
26 of said lot 1; thence along said easterly line South $24^{\circ} 08'$ West,
27 352.86 feet, more or less, to the southeasterly corner of said lot; thence
28 along the southerly lines of said lot 1, North $72^{\circ} 03'$ West 361.18 feet,
29 more or less, to the easterly line of the westerly 170 feet; thence
30 along said last mentioned easterly line North $24^{\circ} 08' 00''$ East, 349.98
31 feet more or less, to the true point of beginning.

32 Except that portion in Cleveland Street and ALSO except that portion in

1 Val Vista Street.

2 3. That the corporation shall receive immediate possession of that real
3 property herein transferred, assigned and conveyed by said City said poss-
4 ession to take effect upon the recordation of the deed thereto.

5 4. That the corporation shall be entitled to remain in possession of
6 that real property hereinabove described as being transferred, assigned, and
7 conveyed unto the City for the period of one (1) year following the date of
8 this agreement for the purpose of disposing of an existing nursery stock, and
9 that upon the elapse of said period, said corporation agrees to quietly and
10 peaceably surrender unto the City said premises. At or before the surrender
11 of possession to said City the corporation further covenants, agrees and
12 promises that all irrigation lines or other private utilities shall be removed
13 and that this shall be done at the sole cost and expense of the corporation and
14 and at no cost or expense to the City.

15 5. That this agreement shall take effect and be in force immediately
16 upon the recordation of the respective deeds of conveyance and necessary
17 documents evidencing title to the several parcels of real property vested in
18 accordance with the provisions hereof.

19 6. That in connection with the transfer and conveyance of that real
20 property hereinbefore described from the corporation to the City, the corporation
21 agrees to deposit with the City of Pomona a policy of title insurance showing
22 said real property conveyed to said City to be free and clear of all liens
23 encumbrances, easements, and rights of way except as to easements and rights
24 of way of record, if any and that said policy of title insurance shall insure
25 the title to said real property in the amount of \$13,000.00 provided further
26 that the cost of said policy of title insurance and of any required revenue
27 stamps shall be at the sole cost and expense of the corporation and at no cost
28 or expense to the City.

29 7. That in connection with the transfer and conveyance of that real
30 property hereinbefore described from the City to the Corporation, the City
31 shall deposit with the Corporation a policy of title insurance showing said
32 real property to be free and clear of aliens, encumbrances, easements and

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CITY OF POMONA, CALIFORNIA

1 rights of way, except easements and rights of record, if any, and that said
2 policy of title insurance shall be in the amount of \$13,000.00. In addition
3 thereto, the City agrees to fill in or cause to be covered and filled in an
4 existing reservoir now located on that real property being transferred and
5 conveyed unto the Corporation, provided further that the cost of said policy
6 of title insurance and the cost of filling in said reservoir shall be at the
7 sole cost and expense of the City and at no cost or expense to the Corporation.

8 IN WITNESS WHEREOF, the corporation has caused this agreement to be
9 duly signed and executed and its corporate seal to be affixed hereto, and
10 the City has cause this agreement to be duly executed by its Resolution No.

11
12 ARMSTRONG NURSERIES INC.
a corporation

13 BY: _____
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16 CITY OF POMONA

17 _____
18 Mayor

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25 ATTEST:

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27 _____
City Clerk

28 APPROVED AS TO FORM this _____
29 day of _____, 1956

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31 _____
City Attorney