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RESOLUTION NO. 80-222

A RESOLUTION OF THE COUNCIL OF THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING THE MAYOR TO SIGN, ON BEHALF OF THE CITY OF POMONA, ESCROW INSTRUCTIONS BETWEEN THE CITY OF POMONA AND DONALD GERALD CAMERON AND MARY LOUISE CAMERON, DATED JULY 21, 1980.

BE IT RESOLVED by the Council of the City of Pomona, California, as follows:

SECTION 1. The Mayor of the City of Pomona is hereby authorized to sign, on behalf of the City of Pomona, Escrow Instructions between the CITY OF POMONA and DONALD GERALD CAMERON and MARY LOUISE CAMERON, dated July 21, 1980.

A copy of the Escrow Instructions is attached hereto, marked EXHIBIT A, and by reference made a part hereof.

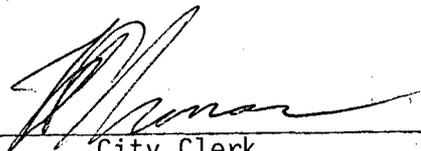
SECTION 2. The City Clerk is directed to attest the execution of the Escrow Instructions.

SECTION 3. The Clerk shall certify to the passage and adoption of this resolution, and it shall thereupon take effect and be in force.

APPROVED AND PASSED THIS 4th day of August, 1980.

ATTEST:

THE CITY OF POMONA

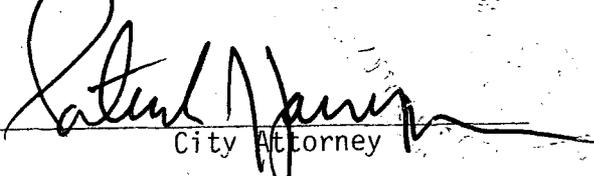


City Clerk

By 

Mayor

APPROVED AS TO FORM:



City Attorney

ESCROW INSTRUCTIONS

(REAL ESTATE TRANSACTION)

To: **BANK OF AMERICA**
NATIONAL TRUST AND SAVINGS ASSOCIATION

North Pomona No. 618 Branch
2475 No. Garey Avenue
Pomona (91767), Calif.
(714) 620-3041

MEMO	
PAID OUTSIDE OF ESCROW \$	
CASH THROUGH ESCROW	67,500.00
UNPAID BALANCE OF ENCUMBRANCES OF RECORD	
PURCHASE MONEY TRUST DEED	
TOTAL CONSIDERATION	67,500.00

618-3969 Escrow No.
300 West 7th Street
Street Address of Property
Pomona, Calif. 91766
City State Zip
 Vacant Lot Farmland Unimproved Acreage
(If Applicable)
Diana Norris
Escrow Officer
July 21st, 1980

In consideration of your acting as escrow holder herein, it is agreed that you shall in no case or event be liable for forgeries or false personations in connection with these instructions, instruments of record, or those handled in this escrow.

It is further agreed that if any controversy arises between the parties hereto or with any third person, you shall not be required to determine the same or take any action in the premises, but you may await the settlement of any such controversy by final appropriate legal proceedings or otherwise as you may require, notwithstanding anything in the following instructions to the contrary, and in such event you shall not be liable for interest or damage. In the event of such controversy, you shall be entitled to reasonable compensation for all services performed by you and to costs and reasonable attorney's fees if you intervene in or are made a party to any litigation, the undersigned jointly and severally agreeing to pay the same, and you shall further be entitled to hold documents and monies deposited herein pending payment thereof.

I will hand you \$67,500.00,

and will deliver to you any notes, instruments and additional funds required from me to enable you to comply with these instructions, all of which you are authorized and instructed to use and deliver provided instruments have been filed for record entitling you to procure assurance of title in the usual form of a Standard Owner's Policy of Title Insurance, issued by T.I. & Trust Co. with a liability of \$67,500.00, covering property in the County of Los Angeles, State of California, described as follows:

Lots 1 and 2 in Block 105 of Pomona Tract, in the City of Pomona, EXCEPT the West 53 feet of Lot 2.

As per map recorded in Book 3 Page 90 and 91 of Miscellaneous Records.

Records of said County showing title vested in:

CITY OF POMONA, a municipal corporation,

subject to: (1) All General and Special taxes for the fiscal year 1980-1981, a lien not yet payable, INCLUDING ANY SPECIAL DISTRICT LEVIES, PAYMENTS FOR WHICH ARE INCLUDED THEREIN AND COLLECTED THEREWITH, AND PERSONAL PROPERTY TAXES, IF ANY, ASSESSED AGAINST ANY FORMER OWNER.

(2) Assessments and Bonds, presently of record, having a present unpaid balance of none.

(3) Any covenants, conditions, restrictions, reservations, rights, rights of way and easements of record

(4) Deed of Trust securing an indebtedness of \$ none, as per its terms, now of record, unpaid balance of principal \$

Any difference in unpaid balance as disclosed by beneficiary statement will be adjusted through escrow so that the total consideration remains unchanged.

(5) Deed of Trust on Bank of America N.T. & S.A. form, executed by none

securing a Note for \$ in favor of

dated during escrow with interest at per cent per annum, from payable at

principal and interest due and payable in instalments of \$ OR MORE, each on the day of every month, beginning and continuing until

As a matter of information only, with which you as escrow holder are not concerned:

1. No fire insurance coverage is required on subject premises.
2. Subject property is being purchased As Is and no termite report is required.
3. Possession is to be delivered to buyer 20 days after close of escrow.
4. Buyer and seller understand and agree that the selling price of \$67,500.00 is not an admission as to the Fair Market Value of subject property herein described, and is used for settlement purposes only. Said \$67,500.00 includes \$1,600.00 for relocation expenses.
5. Seller reserves the right to take the overhead dining-room fixture.

As of close of escrow, none.

the following adjustments and prorations only are required in this escrow:

Unless otherwise provided make all prorations and adjustments on basis of 30 day month; real property taxes and assessments or bonds on figures provided by Title Report, excluding taxes on Personal Property not being conveyed through this escrow; rents on basis of statement approved by me; principal and interest on encumbrances of record based on statements by Beneficiary or holders of notes for collection; and interest on new encumbrances by endorsements on notes.

Seller represents and you are to assume that the premium on any insurance policy which seller hands to you or causes to be handed to you in this escrow, or which is revealed to be in the possession of a beneficiary, has been paid in full and that such policy has not been hypothecated. Forward such policies and/or endorsement forms to be attached thereto, if any, after close of escrow to the agent with a request that the insurer consent to the transfer thereof and/or the attachment of loss-payable endorsement or mortgagee's clause or other additions or corrections as required, and that the agent thereafter forward such policies and/or the endorsements therein to the parties entitled thereto. Seller will pay prior to delinquency all taxes on real and personal property not being sold herein, which tax is a lien on the herein described real property. You are not to be concerned with same.

It is agreed by the parties hereto that so far as your rights and liabilities are concerned, this transaction is an escrow and not any other legal relation and you are an escrow holder only.

The expression "close of escrow" if written in these instructions shall mean the date instruments are filed for record.

It is understood that all disbursements shall be made to parties in interest, by your remittance and that remittance and instruments will be mailed to one of the parties entitled thereto, if more than one, to address given below. Instruct County Recorder to mail instruments in the same manner.

Deliver Title Policy to buyer.

I will pay, on demand, regardless of the consummation of this escrow, all charges incurred by you for me, including your usual escrow fee and usual charges, unless otherwise provided. I will pay all costs incurred on behalf of the seller and buyer for escrow, title and recording expenses.

IF YOU ARE UNABLE TO COMPLY WITH THESE INSTRUCTIONS ON OR PRIOR TO AUGUST 21, 1980 YOU WILL COMPLY AS SOON THEREAFTER AS POSSIBLE UNLESS A WRITTEN DEMAND FOR RETURN OF MONEY OR INSTRUMENTS BY A PARTY TO THIS ESCROW IS RECEIVED BY YOU SUBSEQUENT TO SUCH DATE AND PRIOR TO THE RECORDING OF ANY INSTRUMENT PROVIDED FOR HEREIN. IN THE EVENT OF SUCH WRITTEN DEMAND, YOU SHALL NOT TAKE ANY FURTHER ACTION AND MAY AWAIT MUTUAL WRITTEN INSTRUCTIONS OR SETTLEMENT OF THE CONTROVERSY AS PROVIDED HEREIN.
CITY OF POMONA, a Municipal Corporation

Corp.
(*)
Seal

Signature by: _____ Signature _____

Address P.O. Box 660 _____ Address _____
Pomona, Calif. 91766

Telephone 714/620-2281 _____ Telephone _____

Sanford Sorenson, Director of Community Development

THE FOREGOING INSTRUCTIONS AND CONDITIONS ARE HEREBY APPROVED AND ACCEPTED IN THEIR ENTIRETY AND CONCURRED IN BY ME. I will supply you with funds, notes and instruments required from me to enable you to comply with these instructions, which you are authorized to use and deliver provided you hold for my account any instruments accruing to me and the sum of \$6,7,500.00. When property being conveyed is held in joint tenancy any cash derived therefrom in this escrow shall be joint tenancy funds.

Order search of title at once. Deduct all my expenses from funds accruing to me. I will pay on demand, regardless of the consummation of this escrow, all charges incurred by you for me (except those other party has agreed to pay), including title charge, fee for preparing instruments I execute, your usual escrow fee and usual charges, unless otherwise provided. I am to be at no expense in connection with this escrow. All fees incurred for buyer and seller will be paid by buyer herein.

Pay Documentary Transfer Tax for the deed I execute of \$ n/a computed on full value of property conveyed n/a or computed on full value less liens and encumbrances remaining of record at time of sale _____.

Make following disposition of proceeds due me _____

1. Credit ^{Com'l} account of _____ at your _____ Branch.

2. Mail Check to me at address shown below

Signature Donald Gerald Cameron _____ Signature Mary Louise Cameron _____
Address 300 West 7th Street _____ Address _____
Pomona, Calif. 91766
Telephone 714/623-2809 _____ Telephone _____

"SIGN & RETURN TO ESCROW"

ALBERT W. PATTISON

REAL ESTATE APPRAISER

RESIDENTIAL MEMBER
AMERICAN INSTITUTE OF REAL ESTATE APPRAISERS

TELEPHONE 985-9681
AREA CODE 714

886 W. FOOTHILL BLVD., SUITE "B"
UPLAND, CALIFORNIA 91786

April 3, 1980

City of Pomona
Post Office Box 660
Pomona, California 91769

Attention: Mr. Samuel S. Johnson
Director of Public Works

Subject: Appraisal of Cameron Property
300 West 7th Street
Pomona, California

Gentlemen:

In accordance with your request and authorization, I have made an inspection and investigation for the purpose of forming an opinion as to the market value of the property described above. A fee simple estate is the property right appraised.

The legal description of the property is found elsewhere in this report.

As a result of this investigation and by virtue of my training and experience, it is my opinion that the market value of the subject property, as of April 3, 1980, is:

Fifty-Nine Thousand, Nine Hundred (\$59,900) DOLLARS.

The following pages contain a description of the property appraised, together with maps, photographs, market data and other information used as the basis for the opinion of value expressed in this report.

I certify that I have no interest, present or prospective, in the subject property, and that my opinion of value is in no way influenced by my employment.

Very truly yours,

Albert W. Pattison

Albert W. Pattison

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

NAME CITY OF POMONA,
STREET ADDRESS a municipal Corporation,
P.O. Box 660
CITY, STATE, ZIP Pomona, CA 91766

Title Order No 7898805..... Escrow No. 618-3969..

This space for Recorder's use

Grant Deed

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$ N/A

unincorporated area City of Pomona

Parcel No. 8341-013-020

computed on full value of property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, DONALD GERALD CAMERON and MARY LOUISE CAMERON, Husband and Wife,

hereby GRANT(S) to CITY OF POMONA, a municipal corporation,

the following described real property in the City of Pomona, County of Los Angeles, State of California:

Lots 1 and 2 in Block 105, as per map recorded in Book 3 Pages 90 and 91 of Miscellaneous Records of said County.

EXCEPT the West 53 feet of Lot 2.

Also those portions of Seventh Street and Main Street, adjoining said Lots 1 and 2 on the North and East, and the alley adjoining said lots on the South, bounded as a whole by the following described lines:

Bounded Southerly by the centerline of said alley and its Easterly prolongation; bounded Westerly by the West line of the East 12 feet of said Lot 2, and its Northerly and Southerly prolongation; bounded Northerly by the centerline of said Seventh Street and bounded Easterly by the Centerline of said Main Street.

Dated July 28, 1980

STATE OF CALIFORNIA
COUNTY OF } SS.

On before me, the undersigned, a Notary Public in and for said County and State, personally appeared

Handwritten signature of Donald Gerald Cameron

Donald Gerald Cameron

Handwritten signature of Mary Louise Cameron

Mary Louise Cameron

known to me to be the person whose name subscribed to the within instrument and acknowledged that executed the same.

Name (Typed or Printed)
Notary Public in and for said County and State

(Space above for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

SAME ADDRESS AS SHOWN ABOVE

BANK OF AMERICA
NATIONAL TRUST AND SAVINGS ASSOCIATION

Escrow No. 618-3969

**AMENDMENT TO
ESCROW INSTRUCTIONS**

Date July 24th 19 80

The previous instructions in this escrow No. 618-3969 are hereby modified and/or amended in the following particulars only: Buyer has read and approves 1980-81 taxes, a lien not yet payable, Items #2 and 3, together with legal description and plat map in Title Insurance and Trust Co. report #7898805 dated 7/17/80 to show in title policy issued at close of escrow.
..End Amendment.

BUYER(S)

Signature _____

Signature _____

BUYER

CITY OF POMONA

Signature by Charles W. Feder
Authorized Officer

Mrs. W. H. ...
Signature _____

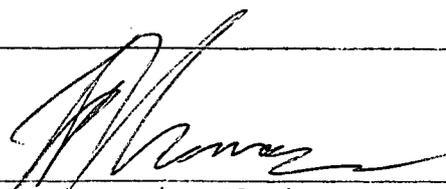
"SIGN & RETURN TO ESCROW"

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STATE OF CALIFORNIA)
)ss.
COUNTY OF LOS ANGELES)

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Pomona, California, and signed by the Mayor of said City at a _____ regular meeting of said Council, held on the 4th day of August, 19 80, by the following vote, to wit:

AYES: Councilmen: Geyer, Wright, Ochoa, Selby, (Mayor) Bader
" " _____
NOES: " _____
ABSTENTIONS: " _____
ABSENT: " _____



City Clerk

b

INTER-OFFICE COMMUNICATION

CITY OF POMONA

DATE July 30, 1980

TO ORA E. LAMPMAN, CITY ADMINISTRATOR FROM COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT RESOLUTION AUTHORIZING THE MAYOR TO SIGN (ON BEHALF OF THE CITY) ESCROW INSTRUCTIONS FOR ACQUISITION OF PROPERTY AT 300 WEST SEVENTH ST.

As you will recall, the City Council previously approved the acquisition of the subject property for purposes of continued improvement of the Civic Center. This acquisition will complete the purchase of the property between Seventh and Eighth Streets fronting Garey Avenue.

Attached are Escrow Instructions, Resolution and copy of the appraisal of the property in question.

RECOMMENDATION:

That the City Council approve the resolution authorizing the Mayor to sign, on behalf of the City of Pomona, Escrow Instructions between the City and Donald Gerald/Mary Louise Cameron.

Respectfully submitted,



SANFORD A. SORENSEN

SAS/m
Attachments

RECOMMENDATION OF THE CITY ADMINISTRATOR:

I concur with the above Departmental recommendation.



ORA E. LAMPMAN