

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 4

Date: April 18, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Director of Engineering Services
Debra Lundy, Real Property Manager

SUBJECT: Grant Deed and Purchase & Sale Agreement: 2196 Montemar Avenue

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2012-58 authorizing the Real Property Manager and City Clerk to execute a Grant Deed and Purchase & Sale Agreement effectuating the sale of residential property 2196 Montemar Avenue.

FISCAL ANALYSIS:

Based on the Preliminary Closing Statement, of the \$233,000 Sales Price, a net of approximately \$218,200.50 will be returned to the City's CDBG funds. The property was purchased in 1977 with CDBG funds for \$130,000.00; thus the City will realize a net profit in the amount of \$88,200.50.

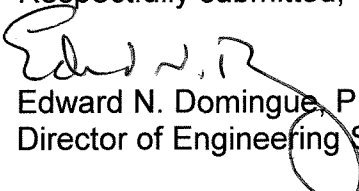
PREVIOUS ACTION:

Council authorized the disposition of the subject property on August 18, 2010 and accepted the Sander Family Trust offer on March 17, 2012.

BACKGROUND:

The City purchased residential property at 2196 Montemar Avenue in 1977 for \$130,000.00 using CDBG funds. It was leased to St. Clare's Homes until October 2010, at which time Council directed Staff to sell the property. The Sander Family Trust offer of \$233,000 has been accepted by the City and escrow has been opened. Contingencies have been removed and Staff now seeks the authorization to execute the Grant Deed and Purchase & Sale Agreement needed to effectuate the sale. The Grant Deed and Purchase & Sale Agreement will be held in escrow until all funds have been received from the Buyer upon Close of Escrow, which is scheduled for April 25, 2012.

Respectfully submitted,


Edward N. Domingue, P.E.
Director of Engineering Services


Debra Lundy
Real Property Manager

RESOLUTION NO. 2012-58

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE REAL PROPERTY
MANAGER AND CITY CLERK TO EXECUTE, ON
BEHALF OF THE CITY, A GRANT DEED AND
PURCHASE AND SALE AGREEMENT FOR THE
SALE OF 2196 MONTEMAR AVENUE TO THE
SANDER FAMILY TRUST

(APN: 225-530-06)

WHEREAS, certain City-owned real property, 2196 Montemar Avenue, in Escondido (the "Property"), became vacant in October of 2010; and

WHEREAS, the City offered the Property for sale at \$225,000 and received an offer from the Sander Family Trust ("Buyer") for \$233,000; and

WHEREAS, the City wishes to sell the Property for a sales price of \$233,000 and to enter into a Purchase and Sale Agreement ("Agreement") with the Buyer; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the sale of the Property to the Buyer;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. The Real Property Manager and City Clerk are authorized to execute, on behalf of the City, the Grant Deed and Agreement, attached to this resolution as Exhibits "1" and "2" and incorporated by this reference.

RECORDING REQUESTED BY
Chicago Title Company
Order No.: 73712003875-RCM

EXHIBIT 1

Resolution No. 2012-58
EXHIBIT 1
Page 1 of 2

When Recorded Mail To:
Henry R. Sander
Sander Family Trust dated May 31, 2000
2196 Montemar Avenue
Escondido, CA 92027

No recording fee required; this document exempt from fee pursuant to Section 27383 of the California Government Code.

**CITY OF ESCONDIDO
GRANT DEED**

ESC. DOCUMENT NO. M-23-12

This deed exempt from tax - Section 11922 of the California Revenue and Taxation Code

THE CITY OF ESCONDIDO, a municipal corporation, for a valuable consideration, DOES HEREBY GRANT to

HENRY R. SANDER AND DOMINIQUE M. SERVOS, AS TRUSTEES OF THE SANDER FAMILY TRUST DATED MAY 31, 2000

all that real property described as follows:

LOT 6 OF ESCONDIDO TRACT 104-A, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 5596, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 9, 1965.

IN WITNESS WHEREOF, the City of Escondido has caused this deed to be executed by its Real Property Manager and its City Clerk, pursuant to City Council Resolution No. 2012-58, adopted April 18, 2012, authorizing such execution, this ____ day of April, 2012.

THE CITY OF ESCONDIDO

By: _____
Debra Lundy, Real Property Manager

By: _____
Diane Halverson, City Clerk

TITLE OR TYPE OF DOCUMENT: Grant Deed

GRANTEE: Sander Family Trust

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On _____ (date) before me, _____,

personally appeared

_____, name(s) of signer(s) who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s), is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

Witness my hand and official seal.

Signature of Notary

PROJECT: Montemar Residence
A.P.N.: 225-530-06
ADDRESS: 2196 Montemar Avenue
Escondido, CA 92027
OWNER: City of Escondido

PURCHASE & SALE AGREEMENT & ESCROW INSTRUCTIONS

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is entered into this 30th day of March 2012 by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter called "SELLER"), and the Sander Family Trust (hereinafter called "BUYER"), for the acquisition, by BUYER, of certain real property as hereinafter set forth.

RECITALS

A. SELLER owns that certain real property located at 2196 Montemar Avenue, Escondido, California 92027, in the City of Escondido ("City"), County of San Diego, consisting of an approximate 1,617 square foot building on 0.15 acres of land (the "Property"). The Property is legally described in Exhibit "A," attached hereto and incorporated by this reference.

B. SELLER desires to sell the Property to BUYER, and BUYER desires to purchase the Property from SELLER, on the terms and conditions set forth below.

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. **AGREEMENT TO SELL AND PURCHASE.**

SELLER agrees to sell the Property to BUYER and BUYER agrees to purchase the Property from SELLER, upon the terms and for the consideration set forth in this Agreement.

2. PURCHASE PRICE.

SELLER agrees to sell and BUYER agrees to buy the Property for the purchase price of TWO HUNDRED THIRTY THREE THOUSAND DOLLARS (\$233,000.00) ("Purchase Price").

3. CONDITION PRECEDENT.

Both parties agree and understand that the purchase and sale of the Property is As-Is/Where-is, with no representations by SELLER. BUYER has inspected the property and determined that it is suitable for BUYER's needs.

4. PAYMENT OF PURCHASE PRICE/ESCROW.

The Purchase Price shall be payable by BUYER to SELLER as follows:

A \$5,000.00 deposit shall be deposited with the Escrow Holder by personal check or wire transfer within five (5) business days of acceptance of offer to open the escrow. The balance of the purchase price, \$228,000.00, shall be deposited with the Escrow Holder within sufficient time to close escrow. SELLER shall open a Thirty (30) day escrow with an escrow company of SELLER's choice.

The escrow period may be amended by mutual consent of the parties, without penalty.

All associated escrow closing costs shall be paid ½ by the BUYER and ½ by SELLER.

5. CONVEYANCE OF TITLE. SELLER agrees to convey by Grant Deed to BUYER marketable fee title to the Property, free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, covenants, conditions, restrictions, and taxes, EXCEPT:

Public and quasi-public utility, alley and street easements and rights-of-way of record.

6. COST OF SUIT. In the event of any litigation, arbitration, any quasi-judicial, or administrative proceeding between the parties herein to: (i) enforce any provision of this Agreement; (ii) enforce any remedy available under default within this Agreement; or (iii) seek a declaration of the rights of either party on each party's respective interests in the Property, the prevailing party shall be entitled to recover from the other such attorney's fees and costs as may be reasonably incurred.

7. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties, and neither party relies upon any warranty or representation not contained in this Agreement.

8. **AUTHORITY.** Those persons executing this Agreement warrant and represent that they have obtained all necessary approvals to enter into this Agreement and are authorized to execute this Agreement and bind their respective entities to the terms herein.

(Signatures on next page)

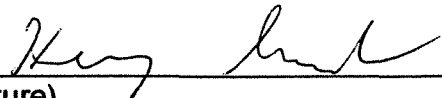
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year set forth below.

Dated: 3 / 30 / 2012

BUYER: Sander Family Trust

MAILING ADDRESS OF BUYER:

2741 Royal Crest Dr
Escondido, Ca 92025


(signature)

Henry Sander Trustee Sander Family
(print name) Trust

Dated: _____

CITY OF ESCONDIDO
a municipal corporation

MAILING ADDRESS OF SELLER:

City of Escondido
201 North Broadway
Escondido, CA 92025

BY:

Debra Lundy, Real Property Manager

Diane Halverson, City Clerk

Authorizing Resolution No.

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____