

ORANGE COAST TITLE CO.

ORDER # S-44467-9

APN 0292-192-19

WHEN RECORDED MAIL TO

Name

CITY OF REDLANDS

Street

P. O. Box 0005

Address

Redlands, CA 92373

City &
State

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5 SVY	5 DTT	6	
		J	

RECORDED IN OFFICIAL RECORDS
DEC 28 1989 AT 8:01 AM
SAN BERNARDINO COUNTY, CALIF.

89-503939

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 0292-192-19

CORPORATION GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$

(X) computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

() Unincorporated area: (X) City of Redlands, and

() Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

SUN CAL DEVELOPMENT & INVESTMENTS, INC., a California Corporation

a corporation organized under the laws of the State of California
hereby GRANTS to

CITY OF REDLANDS, a Municipal Corporation

the following described real property in the
County of San Bernardino

, State of California:

The West 1/2 of the Northeast 1/4 of Block 21 of the Barton Ranch,
in the County of San Bernardino, State of California, as per plat
recorded in Book 6, Page 19 of Maps, records of said County.

Excepting therefrom that portion conveyed to the San Bernardino County
Flood Control District by Deed recorded May 17, 1968, in Book 7027,
Page 758, Official Records.

SUBJECT TO:

Second-half General and Special taxes for the fiscal year 1989-1990.
Covenants, conditions, restrictions, reservations, rights, rights of
way and easements of record.

Mail tax statements to City of Redlands, P. O. Box 0005, Redlands, CA 92373

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this
instrument to be executed by its duly authorized officers.

Dated December 7, 1989

STATE OF CALIFORNIA

COUNTY OF ORANGE

} SS.

SUN CAL DEVELOPMENT & INVESTMENTS, INC.,
a California Corporation, a Corporation

On Dec. 15, 1989 before me,
the undersigned, a Notary Public in and for said County and
State, personally appeared Bruce Elieff

AND Boris Elieff

known to me to be the President, and

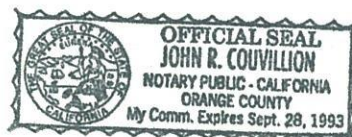
known to me to be the Secretary of
the Corporation that executed the within instrument, known
to me to be the persons who executed the within instrument
on behalf of the Corporation therein named, and acknowledged
to me that such Corporation executed the within instrument
pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature

John R. Couvillion

Name (Typed or Printed)



(This area for official notarial seal)

REDLANDS ESCROW, INC.

306 EAST CITRUS AVENUE

REDLANDS, CALIFORNIA

PHONE: 793-2939

ESCROW INSTRUCTIONS

ESCROW NO. 12434

DATE December 7, 1989

Lenora K. McCluskey

Escrow Officer

Added to sign lines 83
& 84 and return.

1. I hand you herewith \$ 777,797.00 will hand you \$ 777,797.00
2. before close of escrow,
3. and broker will hand you \$ _____
4. for use of buyer in closing this escrow. I have paid \$ _____ to
5. _____ outside of escrow with which you
6. are not to be concerned. I will deliver to you instruments and additional funds
7. required, to enable you to comply with these instructions, which I authorize and
8. instruct you to use and deliver provided that within the time hereinafter specified,
9. instruments have been filed for record entitling you to procure a OWNERS
10. Policy of Title Insurance of Orange Coast Title Co.
11. with a liability of \$ 777,797.00 covering
12. property in San Bernardino County, California, described as follows: Lot. No. _____ Tract No. _____
13. AS DESCRIBED IN LINES 36 THROUGH 41 BELOW.
14. _____
15. as per map recorded in Book _____ Page _____ of _____ Records of said County, showing
16. TITLE VESTED IN CITY OF REDLANDS, a Municipal Corporation
17. _____
18. Property Address: Vacant Land. (4.53 acres, more or less, Assessors Parcel No. 292-192-19)
19. SUBJECT TO: (1) Second-half General and Special taxes for the fiscal year 1989 - 1990
20. INCLUDING ANY SPECIAL DISTRICT LEVIES, FOR WHICH ARE INCLUDED THEREIN AND COLLECTED THEREWITH, & supplemental taxes.
21. (2) Assessments and Bonds not delinquent, unpaid balance \$ none and any personal property taxes of any former owner.
22. (3) Covenants, conditions, restrictions, reservations, rights, rights of way and easements of record, or in deed to file.
23. _____
24. (4) DEED OF TRUST, as per its terms now of record, unpaid principal balance of approximately \$ none, the terms of which are known
25. to the parties hereto. Obtain STATEMENT of unpaid principal and interest balances on Deeds of Trust now of record, and if different from amounts
26. shown herein or if amount of NEW ENCUMBRANCE proceeds to be deposited herein are different from amount shown herein you are to keep
27. the total consideration the same as shown herein by adjusting the CASH THROUGH ESCROW, unless instructed otherwise.
28. (5) None DEED OF TRUST on your usual form, executed by VESTES, and
29. securing note for \$ none in favor of _____
30. dated _____ due (if straight note) on or before _____ after date, with interest at _____
31. per cent per annum, from _____ payable _____
32. principal and interest due and payable in installments of \$ none OR MORE, each on the _____ day of every
33. month, beginning _____
34. This escrow is contingent upon the approval by City Council on December 19, 1989.
35. _____

LEGAL DESCRIPTION:

The West 1/2 of the Northeast 1/4 of Block 21 of Barton Ranch, in the County of
San Bernardino, State of California, as per plat recorded in Book 6, Page 19 of Maps,
records of said County.

Excepting therefrom that portion conveyed to the San Bernardino County Flood Control
District by Deed recorded May 17, 1968, in Book 7027, Page 758, Official Records.

In the event this escrow does not close or is cancelled, Seller will pay for
escrow fees.

60. The following adjustments ONLY, required in this escrow: ADJUST / PROPORTIONS, PRORATE taxes, life / insurance / bonded / job / interest / and / rents, if
61. any, to close of escrow.
62. Credit interest on notes as paid to none if Deed of Trust drawn by this escrow holder.
63. If you are unable to comply with these instructions on or prior to December 30, 1989 you will comply as
64. 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
65. such date and prior to the recording of any instrument provided for herein.

66. EACH PARTY SIGNING THESE INSTRUCTIONS HAS READ THE "ADDITIONAL ESCROW CONDITIONS AND INSTRUCTIONS" ON THE REVERSE
67. SIDE HEREOF AND APPROVES, ACCEPTS AND AGREES TO BE BOUND THEREBY AS THOUGH THE REVERSE SIDE HEREOF APPEARED OVER
68. THEIR SIGNATURE.

69. THE UNDERSIGNED BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THESE ESCROW INSTRUCTIONS.
70. XX BY CITY OF REDLANDS, a Municipal Corporation

Signature of

Telephone

P. O. Box 0005, Redlands, CA 92373

Mailing Address

71. XX Boris Eshay

Signature of

Telephone

Mailing Address

72. THE FOREGOING INSTRUCTIONS ARE APPROVED, CONCURRED IN AND ACCEPTED IN THEIR ENTIRETY, and I will supply you with funds, notes and
73. 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
74. account any instruments accruing to me and the sum of \$ 777,797.00 plus any adjustments due me and minus any adjustments due from me hereunder.
75. I shall pay for Doc. transfer tax in the amount of \$ 855.80 which you shall affix to the Deed I execute.
76. Pay all encumbrances necessary and obtain and record instruments to place title in the condition called for.
The undersigned Seller authorizes and directs escrow holder to pay the demands of
existing loans of record, for full reconveyance of same.

77. Pay commission of \$..... to.....
78. Pay commission of \$..... to.....
79. Pay commission of \$..... to.....
80. EACH PARTY SIGNING THESE INSTRUCTIONS HAS READ THE "ADDITIONAL ESCROW CONDITIONS AND INSTRUCTIONS" AS SET FORTH HEREIN
81. AND APPROVES, ACCEPTS AND AGREES TO BE BOUND THEREBY.

82. THE UNDERSIGNED SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THESE ESCROW INSTRUCTIONS
SUN CAL DEVELOPMENT & INVESTMENTS, INC., a California Corporation

83. X BY: _____ 550 West Orangethorpe, Placentia,
Signature of _____ Telephone _____ California Mailing Address 92670

84. X BY: _____
Signature of _____ Telephone _____ Mailing Address _____

"ADDITIONAL ESCROW CONDITIONS AND INSTRUCTIONS"

85. TO REDLANDS ESCROW, INC.

86. Unless otherwise provided, make all adjustments on basis of 30-day month based on latest available figures in case of taxes, assessments or bonds, principal
87. and interest on encumbrances of record based on statements by mortgages, beneficiaries or holders of notes for collection, interest on new encumbrances by endorse-
88. ment on notes, and rents on basis of statement presented into escrow by seller and approved by buyer, and assume seller will collect all rents due prior to close of
89. escrow. Assume that insurance premiums are paid and transfer on behalf of parties hereto any fire insurance policies handed you. Forward such policies, upon close
90. of escrow, to agent with the request that insurer consent to such transfer or attach Loss Payable or Mortgagee's Clause or other additions or corrections, and that
91. Agent thereafter forward such policies to parties entitled thereto.
92. The expression "close of escrow," if written in these instructions, shall mean the date first instrument is filed of record.
93. You shall in no event be liable for forgeries or false personations in connection with these instructions, instruments of record, or those handled in this escrow.
94. You need make payment to or for or deliver documents to any party only if in your exclusive judgment such may be made without your incurring any liability.
95. 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 but you may await
96. the settlement of any such controversy by final appropriate legal proceedings or otherwise as you may require and/or file a suit in interpleader and obtain an order
97. from the court requiring the parties to interplead and litigate in court their several claims and rights among themselves, notwithstanding anything in these printed or
98. typed instructions to the contrary. In the event such interpleader suit is brought, you shall ipso facto be fully released and discharged from all obligations to further
99. perform any and all duties or obligations imposed upon you in this escrow and the parties jointly and severally agree to pay you all costs, expenses and attorneys'
100. fees expended or incurred by you, the amount thereof to be fixed and a judgment thereof to be rendered by the court in such suit. In either event, you shall not
101. be liable for interest or damage.
102. Whenever provision is made herein for the payment of any sum, the delivery of any instrument, or the performance of any act "outside of escrow" the escrow
103. holder shall have no responsibility therefor and shall not be concerned therewith.
104. You are to cause no examination or report to be made on state, county or city taxes, either real or personal, or state corporation taxes for the year stated in
105. paragraph (1) line 19 on page one prior to date first installment payments are due and payable, and you are to order no special tax report except as herein otherwise
106. specifically instructed. You are to cause no examination of the title to personal property described herein unless specifically instructed herein.
107. All monies received in this escrow by you shall be deposited in a bank in an "Escrow Funds" account with other escrow funds, and all such monies received
108. in this and other escrows and deposited into the same "Escrow Funds" account shall constitute one General Escrow Fund. All disbursements shall be made to
109. parties in interest, by your check, and checks and instruments will be mailed to one of the parties entitled thereto, if more than one, to address given. Instruct
110. County Recorder to mail instruments in the same manner.
111. In the event it may be necessary or proper to comply with the conditions and instructions of this escrow, you are authorized to cause to be deposited, during
112. the pendency of this escrow, any funds or documents with any bank, building and loan association, abstract company, title company or another escrow agency
113. licensed under the Escrow Act, to be credited to your account upon recordation of the instruments required to be recorded to complete this escrow; said funds
114. and documents shall be deemed to have been received by you, prior to recording, even though the funds or documents are in the possession of a bank, building
115. and loan association, abstract company, title company, or licensed escrow agency.
116. If the property involved in this escrow is included in escrow instructions with a bank, building and loan association, abstract company, title company or another
117. escrow agency licensed under the Escrow Act, then you are authorized to make such arrangements with such bank, building and loan association, abstract company,
118. title company or licensed escrow agency, as to delivery to it of cash or instruments as will enable you to comply with the instructions in this escrow.
119. Recordation of any instruments delivered through this escrow, if necessary or proper in the issuance of the policies of title or abstracts of title called for,
120. is authorized, and in connection therewith, funds/or instruments received in this escrow may be delivered to or deposited into another escrow being handled
121. by you or deposited with any title or abstract company, or another escrow agency licensed under the Escrow Act, for the purpose of complying with the terms and
122. conditions of these escrow instructions.
123. The parties to these escrow instructions authorize you to destroy these instructions and all other instruments and records in this escrow at any time after 5 years
124. from the date of these instructions.
125. Order search of title. Deliver title policy to parties entitled thereto. Prepare documents for my signature.
126. I, as buyer and/or borrower, will pay on demand, regardless of the consummation of this escrow, all charges and costs incurred by you for me as buyer and/or
127. borrower, including but not limited to fee for preparing instruments I should execute, or have executed, fee for recording documents, insurance endorsements, your
128. buyer's escrow fee and all other expenses and costs incurred as is in this escrow provided.
129. I, as seller and/or lender, will pay on demand, regardless of the consummation of this escrow, all charges incurred by you for me as seller, including but
130. not limited to title charge, fee for preparing instruments I should execute or have executed, your seller's escrow fee, fee for obtaining beneficiaries' statements and
131. demands, and insurance endorsements and all other expenses and costs incurred as in this escrow provided.
132. Each person signing these instructions on the reverse side hereof authorizes you to deduct all their expenses in this escrow from funds due them.
133. Each person signing these instructions on this side hereof authorizes you to deduct from their net proceeds in this escrow any amount they may owe
134. you in any other matter.
135. The signing parties hereto jointly and severally agree to pay on demand all attorney's fees, costs and damages suffered or incurred by you in case of any
136. controversy or litigation, including but not limited to, a suit in interpleader brought by you, in connection with or arising out of this escrow, plus reasonable com-
137. pensation for time and expense in preparing for and/or attending court and you are hereby given a lien upon all rights, titles and interest of each of the under-
138. signed in all escrowed papers and other property or moneys deposited in this escrow, to protect your rights and to indemnify and reimburse you hereunder.
139. Whenever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and the plural number includes
140. the singular.
141. All parties agree that as far as your rights and liabilities are involved, this transaction is an escrow and not any other legal relation and you are an escrow
142. holder only on the within expressed terms, and you shall have no responsibility of notifying any of the parties to this escrow of any sale, resale, loan, exchange,
143. or other transaction involving any property herein described or of any profit realized by any person, firm or corporation (broker, agent and parties to this and/or any
144. other escrow included) in connection therewith, regardless of the fact that such transaction(s) may be handled by you in this escrow or in another escrow.
145. These Instructions may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original and
146. said counterparts together shall constitute one and the same instrument. Any amended supplemental or additional instructions given shall be subject to the fore-
147. going conditions and instructions.

REDLANDS ESCROW, INC

306 EAST CITRUS AVENUE
REDLANDS, CALIFORNIA
PHONE: 793-2939

ESCROW INSTRUCTIONS

ESCROW NO. 12434
DATE December 7, 1989
Lenora K. McCluskey
Escrow Officer

1. I hand you herewith \$ - - - - - will hand you \$ 777,797.00
2. before close of escrow,
3. and broker will hand you \$ - - - - -
4. for use of buyer in closing this escrow. I have paid \$ - - - - - to
5. - - - - - outside of escrow with which you
6. are not to be concerned. I will deliver to you instruments and additional funds
7. required, to enable you to comply with these instructions, which I authorize and
8. instruct you to use and deliver provided that within the time hereinafter specified,
9. instruments have been filed for record entitling you to procure a OWNERS
10. Policy of Title Insurance of Orange Coast Title Co.
11. with a liability of \$ 777,797.00 covering
12. property in San Bernardino County, California, described as follows: Lot No - - - - - Tract No. - - - - -
13. AS DESCRIBED IN LINES 36 THROUGH 41 BELOW.

14. - - - - -
15. as per map recorded in Book - - - - - Page - - - - - of - - - - - Records of said County, showing
16. TITLE VESTED IN CITY OF REDLANDS, a Municipal Corporation
17. - - - - -
18. Properly Address: Vacant Land. (4.53 acres, more or less, Assessors Parcel No. 292-192-19)
19. SUBJECT TO: (1) Second-half General and Special taxes for the fiscal year 1989 - 1990
20. INCLUDING ANY SPECIAL DISTRICT LEVIES, FOR WHICH ARE INCLUDED THEREIN AND COLLECTED THEREWITH, & supplemental taxes.
21. (2) Assessments and Bonds not delinquent, unpaid balance \$ none and any personal property taxes of any former owner.
22. (3) Covenants, conditions, restrictions, reservations, rights, rights of way and easements of record, or in deed to file.
23. - - - - -
24. (4) DEED OF TRUST, as per its terms now of record, unpaid principal balance of approximately \$ none, the terms of which are known
25. to the parties hereto. Obtain STATEMENT of unpaid principal and interest balances on Deeds of Trust now of record, and if different from amounts
26. shown herein or if amount of NEW ENCUMBRANCE proceeds to be deposited herein are different from amount shown herein you are to keep
27. the total consideration the same as shown herein by adjusting the CASH THROUGH ESCROW, unless instructed otherwise.
28. (5) None DEED OF TRUST on your usual form, executed by VESTEEs, and
29. securing note for \$ none in favor of - - - - -
30. dated - - - - - due (if straight note) on or before - - - - - after date, with interest at - - - - -
31. per cent per annum, from - - - - - payable - - - - -
32. principal and interest due and payable in installments of \$ none OR MORE, each on the - - - - - day of every
33. month, beginning - - - - -
34. This escrow is contingent upon the approval by City Council on December 19, 1989.

LEGAL DESCRIPTION:

The West 1/2 of the Northeast 1/4 of Block 21 of Barton Ranch, in the County of San Bernardino, State of California, as per plat recorded in Book 6, Page 19 of Maps, records of said County.

Excepting therefrom that portion conveyed to the San Bernardino County Flood Control District by Deed recorded May 17, 1968, in Book 7027, Page 758, Official Records.

In the event this escrow does not close or is cancelled, Seller will pay for escrow fees.

60. The following adjustments ONLY, required in this escrow: Adjust Improvements, PRORATE taxes, life/insurance/vehicles/job/interest/dnd/other, in
61. any, to close of escrow.
62. Credit interest on notes as paid to none if Deed of Trust drawn by this escrow holder.
63. If you are unable to comply with these instructions on or prior to December 30, 1989 you will comply u:
64. 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
65. such date and prior to the recording of any instrument provided for herein.

66. EACH PARTY SIGNING THESE INSTRUCTIONS HAS READ THE "ADDITIONAL ESCROW CONDITIONS AND INSTRUCTIONS" ON THE REVERSE
67. SIDE HEREOF AND APPROVES, ACCEPTS AND AGREES TO BE BOUND THEREBY AS THOUGH THE REVERSE SIDE HEREOF APPEARED OVER
68. THEIR SIGNATURE.

THE UNDERSIGNED BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THESE ESCROW INSTRUCTIONS.

70. X BY: Harold C. Munter 798-7551 P. O. Box 3005, Redlands, CA 92373
- Signature of Telephone Mailing Address

71. X
- Signature of Telephone Mailing Address

72. THE FOREGOING INSTRUCTIONS ARE APPROVED, CONCURRED IN AND ACCEPTED IN THEIR ENTIRETY, and I will supply you with funds, notes and
73. 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
74. account any instruments accruing to me and the sum of \$ 777,797.00 plus any adjustments due me and minus any adjustments due from me hereunder.
75. I shall pay for Doc. transfer tax in the amount of \$ 855.80 which you shall affix to the Deed I execute.
76. Pay all encumbrances necessary and obtain and record instruments to place title in the condition called for.
The undersigned Seller authorizes and directs escrow holder to pay the demands of
existing loans of record, for full reconveyance of same.

77. Pay commission of \$ 27,222.90 to Commercial Brokers, Inc.
78. Pay commission of \$ _____ to _____
79. Pay commission of \$ _____ to _____

80. EACH PARTY SIGNING THESE INSTRUCTIONS HAS READ THE "ADDITIONAL ESCROW CONDITIONS AND INSTRUCTIONS" AS SET FORTH HEREIN
81. AND APPROVES, ACCEPTS AND AGREES TO BE BOUND THEREBY.

82. THE UNDERSIGNED SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THESE ESCROW INSTRUCTIONS
SUN CAL DEVELOPMENT & INVESTMENTS, INC., a California Corporation

83. X BY: [Signature] 550 West Orangethorpe, Placentia,
Signature of Telephone Mailing Address California 92670

84. X BY: [Signature] _____
Signature of Telephone Mailing Address _____

"ADDITIONAL ESCROW CONDITIONS AND INSTRUCTIONS"

85. TO REDLANDS ESCROW, INC
86. Unless otherwise provided, make all adjustments on basis of 30-day month based on latest available figures in case of taxes, assessments or bonds, principal
87. and interest on encumbrances of record based on statements by mortgages, beneficiaries or holders of notes for collection, interest on new encumbrances by endorse-
88. ment on notes, and rents on basis of statement presented into escrow by seller and approved by buyer, and assume seller will collect all rents due prior to close of
89. escrow. Assume that insurance premiums are paid and transfer on behalf of parties hereto any fire insurance policies handed you. Forward such policies, upon close
90. of escrow, to agent with the request that insurer consent to such transfer or attach Loss Payable or Mortgagee's Clause or other additions or corrections, and that
91. Agent thereafter forward such policies to parties entitled thereto.
92. The expression "close of escrow," if written in these instructions, shall mean the date first instrument is filed of record.
93. You shall in no event be liable for forgeries or false personations in connection with these instructions, instruments of record, or those handled in this escrow.
94. You need make payment to or for or deliver documents to any party only if in your exclusive judgment such may be made without your incurring any liability.
95. 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 but you may await
96. the settlement of any such controversy by final appropriate legal proceedings or otherwise as you may require and/or file a suit in interpleader and obtain an order
97. from the court requiring the parties to interplead and litigate in court their several claims and rights among themselves, notwithstanding anything in these printed or
98. typed instructions to the contrary. In the event such interpleader suit is brought, you shall ipso facto be fully released and discharged from all obligations to further
99. perform any and all duties or obligations imposed upon you in this escrow and the parties jointly and severally agree to pay you all costs, expenses and attorneys'
100. fees expended or incurred by you, the amount thereof to be fixed and a judgment thereof to be rendered by the court in such suit. In either event, you shall not
101. be liable for interest or damage.
102. Whenever provision is made herein for the payment of any sum, the delivery of any instrument, or the performance of any act "outside of escrow" the escrow
103. holder shall have no responsibility therefor and shall not be concerned therewith.
104. You are to cause no examination or report to be made on state, county or city taxes, either real or personal, or state corporation taxes for the year stated in
105. paragraph (1) line 19 on page one prior to date first installment payments are due and payable, and you are to order no special tax report except as herein otherwise
106. specifically instructed. You are to cause no examination of the title to personal property described herein unless specifically instructed herein.
107. All monies received in this escrow by you shall be deposited in a bank in an "Escrow Funds" account with other escrow funds, and all such monies received
108. in this and other escrows and deposited into the same "Escrow Funds" account shall constitute one General Escrow Fund. All disbursements shall be made to
109. parties in interest, by your check, and checks and instruments will be mailed to one of the parties entitled thereto, if more than one, to address given. Instruct
110. County Recorder to mail instruments in the same manner.
111. In the event it may be necessary or proper to comply with the conditions and instructions of this escrow, you are authorized to cause to be deposited, during
112. the pendency of this escrow, any funds or documents with any bank, building and loan association, abstract company, title company or another escrow agency
113. licensed under the Escrow Act, to be credited to your account upon recordation of the instruments required to be recorded to complete this escrow; said funds
114. and documents shall be deemed to have been received by you, prior to recording, even though the funds or documents are in the possession of a bank, building
115. and loan association, abstract company, title company, or licensed escrow agency.
116. If the property involved in this escrow is included in escrow instructions with a bank, building and loan association, abstract company, title company or another
117. escrow agency licensed under the Escrow Act, then you are authorized to make such arrangements with such bank, building and loan association, abstract company,
118. title company or licensed escrow agency, as to delivery to it of cash or instruments as will enable you to comply with the instructions in this escrow.
119. Recordation of any instruments delivered through this escrow, if necessary or proper in the issuance of the policies of title or abstracts of title called for,
120. is authorized, and in connection therewith, funds/or instruments received in this escrow may be delivered to or deposited into another escrow being handled
121. by you or deposited with any title or abstract company, or another escrow agency licensed under the Escrow Act, for the purpose of complying with the terms and
122. conditions of these escrow instructions.
123. The parties to these escrow instructions authorize you to destroy these instructions and all other instruments and records in this escrow at any time after 5 years
124. from the date of these instructions.
125. Order search of title. Deliver title policy to parties entitled thereto. Prepare documents for my signature.
126. I, as buyer and/or borrower, will pay on demand, regardless of the consummation of this escrow, all charges and costs incurred by you for me as buyer and
127. borrower, including but not limited to fee for preparing instruments I should execute, or have executed, fee for recording documents, insurance endorsements, y
128. buyer's escrow fee and all other expenses and costs incurred as is in this escrow provided.
129. I, as seller and/or lender, will pay on demand, regardless of the consummation of this escrow, all charges incurred by you for me as seller, including but
130. not limited to title charge, fee for preparing instruments I should execute or have executed, your seller's escrow fee, fee for obtaining beneficiaries' statements and
131. demands, and insurance endorsements and all other expenses and costs incurred as in this escrow provided.
132. Each person signing these instructions on the reverse side hereof authorizes you to deduct all their expenses in this escrow from funds due them.
133. Each person signing these instructions on this side hereof authorizes you to deduct from their net proceeds in this escrow any amount they may owe
134. you in any other matter.
135. The signing parties hereto jointly and severally agree to pay on demand all attorney's fees, costs and damages suffered or incurred by you in case of any
136. controversy or litigation, including but not limited to, a suit in interpleader brought by you, in connection with or arising out of this escrow, plus reasonable com-
137. pensation for time and expense in preparing for and/or attending court and you are hereby given a lien upon all rights, titles and interest of each of the parties
138. signed in all escrowed papers and other property or moneys deposited in this escrow, to protect your rights and to indemnify and reimburse you hereunder.
139. Whenever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and the plural number includes
140. the singular.
141. All parties agree that as far as your rights and liabilities are involved, this transaction is an escrow and not any other legal relation and you are an escrow
142. holder only on the within expressed terms, and you shall have no responsibility of notifying any of the parties to this escrow of any sale, resale, loan, exchange,
143. or other transaction involving any property herein described or of any profit realized by any person, firm or corporation (broker, agent and parties to this and/or any
144. other escrow included) in connection therewith, regardless of the fact that such transaction(s) may be handled by you in this escrow or in another escrow.
145. These instructions may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original and
146. said counterparts together shall constitute one and the same instrument. Any amended supplemental or additional instructions given shall be subject to the fore-
147. going conditions and instructions.

SCHEDULE A

CITA Standard Coverage - 1988

Policy No. CY 13657
Order No. S-44467-9
Date of Policy: December 28, 1989 at 8:01 a.m.

Amount of Insurance: \$777,797.00
Premium: \$340.00

1. Name of Insured:

CITY OF REDLANDS, a municipal corporation

2. The estate or interest in the land which is covered by this policy is: A Fee.

3. Title to the estate or interest in the land is vested in:

CITY OF REDLANDS, a municipal corporation

4. The land referred to in this policy is situated in the County of San Bernardino, State of California, and is described as follows:

(SEE SCHEDULE C ATTACHED)

This Policy valid only if Schedule B is attached.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

PART II

- A. Second Installment General and Special Taxes for the fiscal year 1989-1990, \$2,963.55, Code Area 005002, Assessors Parcel No. 0292-192-19, Exemption \$none.
- B. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq. of the Revenue and Taxation Code of the State of California.
 1. An easement for pipelines and incidental purposes as provided in an instrument recorded in Book 124, Page 341, of Deeds.

Said easement cannot be located or delineated from the public records.
 2. An easement for pipelines and incidental purposes as provided in an instrument recorded in Book 2358, Page 394 of Official Records.

Said easement cannot be located or delineated from the public records.

SCHEDULE C

The West 1/2 of the Northeast 1/4 of block 21 of the Barton Ranch, in the County of San Bernardino, State of California, as per plat recorded in Book 6, page 19 of Maps, Records of said County.

Excepting therefrom that portion conveyed to the San Bernardino County Flood Control District by Deed recorded May 17, 1968, in Book 7027, page 758, of Official Records.

Real Estate Information

SCALE 1" = 10' (INCH)



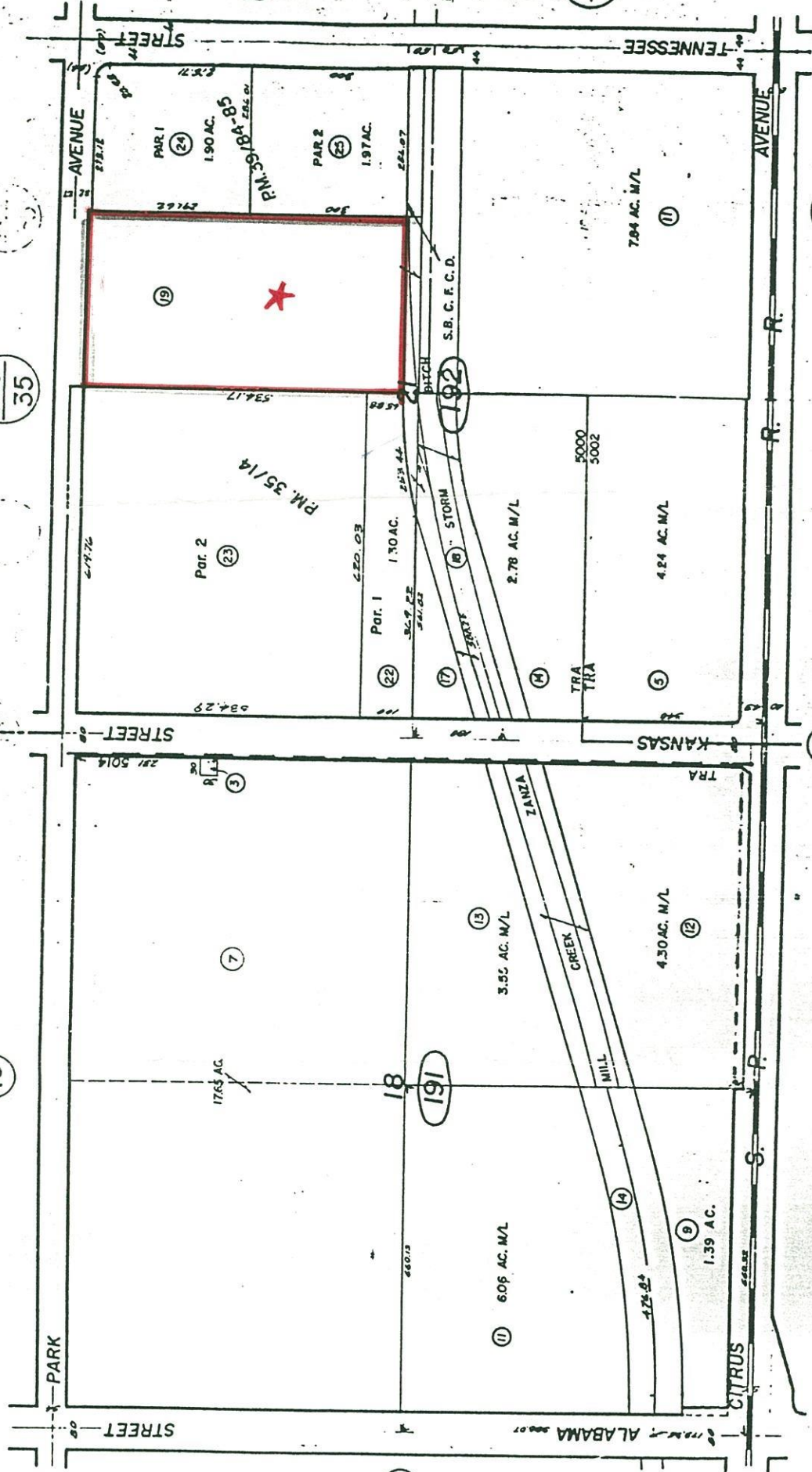
1.800.527.96

"Notice: This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land. No liability is assumed by reason of any reliance hereon."

Por. Barton Ranch
M.B. 6/19

Redlands City
Tax Rate Area
5000, 5002, 5014

2



171/41

20

Parcel Map No. 4233, P.M. 39/84-85
Parcel Map No. 1915, P.M. 35/14

Assessor's Map
Book 292 Page 19

Standard Coverage Policy

CLTA Standard Coverage - 1988



Policy Number **CY 13657**



SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, TITLE INSURANCE COMPANY OF MINNESOTA, a Minnesota corporation, herein called the Company, insures, as of Date of Policy

shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
 2. Any defect in or lien or encumbrance on the title;
 3. Unmarketability of the title;
 4. Lack of a right of access to and from the land;
- and in addition, as to an insured lender only:
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
 6. The priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority;
 7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

Issued through the office of:

ORANGE COAST TITLE
1060 E. Washington Street
Suite 200
Colton, CA 92324
(714) 825-8800

John L. Malcom

Authorized Signature

TIM Form 3438 - CLTA Standard Coverage Policy 1988

TITLE INSURANCE COMPANY OF MINNESOTA
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401

By

[Signature]
President

Attest

[Signature]
Secretary

REDLANDS ESCROW, INC.

306 EAST CITRUS AVENUE
REDLANDS, CALIFORNIA

PHONE: 793-2939
(with City of Redlands)

STATEMENT OF ESCROW NO. 12434

TO SUN CAL DEVELOPMENT & INVESTMENTS, INC.

Escrow No. 12434

DATE December 28, 1989

PROPERTY:	CHARGES	CREDITS
Vacant Land (Assessors Parcel No. 292-192-19)		
CONSIDERATION OR SALES PRICE		777,797.00
Paid outside of Escrow		
Deposits		
By First Trust Deed		
By Second Trust Deed		
POLICY OF TITLE INSURANCE Orange Coast Title Company	340.00	
Reconveyance Fees (2)	130.00	
U. S. Internal Revenue Stamps		
Recording Deed		
Recording Trust Deed		
Recording Reconveyances (2)	10.00	
Taxes Paid		
PRO-RATIONS MADE AS OF 12-28-89		
Taxes for one-half year \$ 2963.56 paid to 1-1-90		49.38
\$ Ins. Expiring Premium \$		
Interest on \$ @ % paid to		
Rent @ \$ per mo. paid to		
Impounds		
COMMISSION PAID TO Commercial Brokers, Inc.	27,222.90	
ESCROW FEE Redlands Escrow, Inc. (one-half)	706.50	
Drawing Deed	25.00	
Drawing Trust Deed		
Drawing		
RECONVEYANCE FEE		
Insurance Increase		
PRINCIPAL OF ENCUMBRANCE PAID TO Zareh and Montazi	100,000.00	
Interest @ 10 % from 12-7-89 to 12-28-89	583.38	
Prepayment/charge Principal paid to Zareh and Montazi	110,000.00	
Loan Assumption Fee Int. @ 12% from 12-7-89 to 12-28-89	770.07	
NEW LOAN CHARGES, COSTS AND IMPOUNDS		
Loan Escrow Fee		
Transfer of Water Stock		
Water Bills or Assessments		
To: Orange Coast Title Company for credit in Escrow #1796-J at Newport Center Escrow, per assignment of funds	383,500.00	
Balance due you for which our check is enclosed	154,558.53	
TOTALS	\$ 777,846.38	\$ 777,846.38

REDLANDS ESCROW, INC.

306 EAST CITRUS AVENUE
REDLANDS, CALIFORNIA
PHONE: 793-2939

STATEMENT OF ESCROW NO. 12434

Escrow No. 12434

TO CITY OF REDLANDS (with Sun Cal Development & Investments) DATE December 28, 1989

PROPERTY:	CHARGES	CREDITS
Vacant Land (Assessors Parcel No. 292-192-19)		
CONSIDERATION OR SALES PRICE	777,797.00	
Paid outside of Escrow		
Deposits \$778,585.80 on 12-27-89		778,585.80
By First Trust Deed		
By Second Trust Deed		
POLICY OF TITLE INSURANCE		
U. S. Internal Revenue Stamps		
Recording Deed		
Recording Trust Deed		
Recording		
Taxes Paid		
PRO-RATIONS MADE AS OF 12-28-89		
Taxes for one-half year \$2963.56 paid to 1-1-90	49.38	
\$ Ins. Expiring Premium \$		
Interest on \$ @ % paid to		
Rent @ \$ per mo. paid to		
Impounds		
COMMISSION PAID TO		
ESCROW FEE Redlands Escrow, Inc. (one-half)	706.50	
Drawing Deed		
Drawing Trust Deed		
Drawing		
RECONVEYANCE FEE		
Insurance Increase		
PRINCIPAL OF ENCUMBRANCE PAID TO		
Interest @ % from to		
Prepayment charges		
Loan Assumption Fee		
NEW LOAN CHARGES, COSTS AND IMPOUNDS		
Loan Escrow Fee		
Transfer of Water Stock		
Water Bills or Assessments		
Balance due you for which our check is enclosed	32.92	
TOTALS	\$ 778,585.80	\$ 778,585.80

REDLANDS ESCROW, INC.

306 EAST CITRUS AVENUE
REDLANDS, CALIFORNIA
PHONE: 793-2939

RECEIVED
ENGINEERING SERVICES

Date 12-28-89

Escrow No. 12434

City of Redlands
P. O. Box 3005
Redlands, CA 92373

ATTN: Mr. Ronald C. Mutter,
City Engineer

DEC 29 1989
AM 7 10 11 12 1 2 3 4 5 6 PM

Gentlemen:

The above numbered escrow has been closed and the items indicated below are enclosed herewith:

- | | |
|--|---|
| <input type="checkbox"/> Note for \$ | <input checked="" type="checkbox"/> Policy of Title Insurance No. (forthcoming) |
| <input checked="" type="checkbox"/> Escrow Statement (original & 1 copy) | <input type="checkbox"/> Fire Policy No. for \$ |
| <input checked="" type="checkbox"/> Check for \$ 32.92, Check No. 38366. | <input type="checkbox"/> Fire Policy No. for \$ |
| <input type="checkbox"/> | <input type="checkbox"/> Receipt for |
| <input type="checkbox"/> | <input type="checkbox"/> |

Recorded documents to which you are entitled will be mailed to you by the County Recorder. Any other documents to which you are entitled, will be sent you as soon as they are available. Policy of Title and Fire Insurance Policies, if any, are usually held by the party holding the first encumbrance.

COUNTY TAXES ON REAL PROPERTY BECOME DELINQUENT AS FOLLOWS: : First Installment after December 10, and Second Installment after the following April 10. If Buyer does not receive a Tax Bill one month prior to the delinquency date, a written request for same should be made to the County Tax Collector; include legal description. Where Lenders impound funds for payment of taxes they usually secure the tax bill.

Our files indicate the following:

A payment of \$ is due on the loan in favor of (or held for collection by)

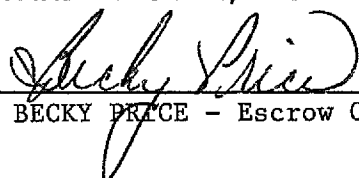
A payment of \$ is due on the loan in favor of (or held for collection by)

Fire Insurance Memoranda:
Insurance Company

Amount of Coverage	Policy No.	Expiration date
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Please accept our thanks for this opportunity to serve you. We trust that we may continue to be of service.

REDLANDS ESCROW, INC.

By 
BECKY PRICE - Escrow Officer

NEW BUSINESS

Police and Fire Facilities	The City has an opportunity to purchase a parcel of land opposite the Corporate Yard on Park Avenue for use as a site for a new police facility. The owners of the property have offered it to the City provided we can close escrow by the end of the calendar year. It was also noted that Fire Station No. 1 is rapidly becoming uninhabitable. This station is scheduled to be closed in three years upon the occupancy of a new station on Cypress Avenue. It could be maintained for one more year for approximately \$6,000, or it would cost \$60,000 to make it inhabitable for the next three years. At this time, it is recommended that the City Council authorize a loan of \$504,000 from the Insurance Fund to the Public Facilities Development Fund for the purpose of acquiring a site for a new police facility. It is further recommended that the Council authorize the issuance of Certificates of Participation in the amount of \$2,475,000 to reimburse the Public Facilities Development Fund for the purchase of the police site and to construct a fire station on land already owned by the City on Cypress Avenue.
Funds/Loan	Councilmember Cunningham moved to authorize the purchase of Parcel No. 292-192-19 for \$777,797. Motion seconded by
City Property	Councilmember Beswick and carried unanimously. Councilmember Cunningham moved to approve a loan of \$504,000 from the Insurance Fund to the Public Facilities Development Fund to fund the purchase of the site for a new police facility. Motion seconded by Councilmember Milson and carried unanimously.
Certificates of Participation	Noting she felt strongly this was an opportunity to do two things very much needed, Councilmember Beswick moved to approve the issuance of \$2,475,000 in Certificates of Participation to repay the loan from the Insurance Fund for purchase of the police facility site and for construction of a fire station on the Cypress Avenue site. Motion seconded by Councilmember Larson. Councilmember Cunningham stated he was opposed to the plan for several reasons and suggested a ballot measure on the June ballot to authorize issuance of general obligation bonds for this purpose. Councilmember Larson expressed his support for placing the matter on the June ballot for the voters. The motion failed by the following vote: AYES: Councilmember Beswick NOES: Councilmembers Cunningham, Larson, Milson; Mayor DeMirjyn
Election	

The following matters were acted upon by the City Council during the afternoon session:

REDLANDS ESCROW, INC.

306 EAST CITRUS AVENUE
REDLANDS, CALIFORNIA
PHONE: 793-2939
P.O. Box 6

RECEIVED
ENGINEERING SERVICES

JAN 3 1990
AM 7,8,9,10,11,12,1,2,3,4,5,6 PM

City of Redlands
P.O. Box 3005
Redlands, Calif. 92373

Attn: Mr. Ronald C. Mutter
City Engineer

Our Escrow No. 12434

January 2, 1990

In connection with the above numbered escrow we enclose the following:

(X) Policy of Title Insurance No. CY 13657 \$777,797.00 Orange Coast Title Company

() To hold with your loan

() Fire Insurance Policies

\$ _____ Company, expires _____

\$ _____ Company, expires _____

\$ _____ Company, expires _____

\$ _____ Company, expires _____

() Water Stock Certificate No. _____ for _____ shares of the

Also enclosed is Receipt No. 10746 in the amount of \$778,585.80
deposited into Escrow No. 12434 as of 12/27/89

We thank you for this opportunity to serve you and hope that we may be of further
assistance to you and your friends.

Very truly yours,

REDLANDS ESCROW, INC.

By Jeannette Keest
Escrow Officer

FORM 120

REDLANDS ESCROW, INC. 306 E. CITRUS REDLANDS, CA 92373		ESCROW TRUST RECEIPT NO. 10746	
		COMPANY 0236	OFFICE 0001
		ESCROW NO. 12434	DATE 12-27-89 9:00
RECEIVED OF CITY OF REDLANDS			
SEVEN HUNDRED SEVENTY EIGHT THOUSAND FIVE HUNDRED EIGHTY FIVE DOLLARS 80 /100 \$ 778,585.80			
CASH	CASHIER'S CHECK	CHECKS 16-66	
ABA#			
CHECKING ACCOUNT NO. Warrant Bank of America 06307-90000		RECEIVED AFTER HOURS FROM BUYER <input checked="" type="checkbox"/> SELLER <input type="checkbox"/>	
SMS-107 (REV. 09/87)		BY <u>J. McChesney</u>	