

3779

RECORDED AT REQUEST OF
SAFECO TITLE INS. CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIFORNIA
8:00 A.M. MAY 5 1980
LEE A. BRANCH, County Recorder

EXEMPT
C3

When recorded mail to:

GARDEN GROVE AGENCY FOR
COMMUNITY DEVELOPMENT
11391 Acacia Parkway
Garden Grove, CA 92640

Space above this line for Recorder's Use

90-172-29
ASSESSOR PARCEL NUMBER

I HEREBY DECLARE THAT THE GRANTEE IS A
GOVERNMENTAL AGENCY THEREFORE EXEMPT

By [Signature]

3019A

GRANT DEED

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

EUGENE R. GOOCH and MARILYN L. GOOCH, husband and wife,

do hereby grant to the GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT the real property
in the City of Garden Grove, County of Orange, State of California, described as

Lot 6 of Tract No. 431 as per map recorded in book 16, page 49 of
Miscellaneous Maps, in the office of the County Recorder of the County
of Orange, except the South 10 feet thereof.

Dated: 3-31, 19 80

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

On this day of 3-31, 19 80
before me, the undersigned, a Notary Public in and for
said County and State, personally appeared
EUGENE R. GOOCH &
MARILYN L. GOOCH

known to me to be the person(s) whose name(s) ARE
subscribed to the within instrument and acknowledged
that THEY executed the same

WITNESS my hand and official seal

[Signature]
Notary Public in and for said County and State
A.J. MORALES
NOTARY - PRINT NAME HERE

A. J. MORALES
NOTARY PUBLIC - STATE OF CALIFORNIA
FRANCHISE OFFICE IN
ORANGE COUNTY
RAY Commission Expires: Jan. 30, 1982



(SEAL)

Eugene R. Gooch
Marilyn L. Gooch

FOR Community Center

No. _____ Parcel _____
Atlas Map Willing Seller ajm

NOTE: Corporation acknowledgement form on reverse side.

18

4907199 6m

On this May 28 day of 3 28 PM '80, 19____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the _____ President, and _____ known to me to be the _____ Secretary of the corporation that executed the within instrument, and 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 by-laws or a resolution of its Board of Directors.
WITNESS my hand and official seal.

(SEAL)

Notary Public in and for said County and State.

NOTARY -- PRINT NAME HERE

STATE OF CALIFORNIA)
COUNTY OF _____) ss

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

known to me to be _____ the partners of the partnership that executed the within instrument and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

(Seal)

Notary Public in and for said County and State.

NAME (TYPED OR PRINTED)

APPROVED AS TO FORM OTHER THAN LEGAL DESCRIPTION

BY Mark Travis, Deputy
Legal Counsel

Date 1 APR 80

APPROVED AS TO EXECUTION AND DESCRIPTION

BY [Signature]
Real Property Agent

Date 3-31-80

This is to certify that the interest in real property conveyed by the deed or grant dated March 31, 1980 from Eugene R. & Marilyn L. Gooch

to the Garden Grove Agency for Community Development, a redevelopment agency, is hereby accepted by the undersigned officer on behalf of the Garden Grove Agency for Community Development pursuant to authority conferred by Resolution of the Agency adopted July 17, 1978, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: May 1, 1980

By: [Signature]
Deputy Secretary

Sections 4986, 4986.3
and 4986.5 of the
Revenue and Taxation
Code

RECEIVED
CITY OF GARDEN GROVE
CITY CLERK'S OFFICE
ASSESSOR OF ORANGE COUNTY
P.O. BOX 149
SANTA ANA, CALIFORNIA 92702
834-2933

3019A
T62/A

MAY 28 3 28 PM '80

REQUEST FOR CANCELLATION OF TAXES ON PROPERTY ACQUIRED BY PUBLIC AGENCIES

The following information is necessary to evaluate the request for tax cancellation:

1. Name of Acquiring Public Agency: Garden Grove Agency for Community Development

2. Ownership of Property Acquired:
 Fee Simple
 Less than Fee Simple: (please describe) _____

3. Assessor's Parcel Number: 90-172-29 Tax Rate Area Code Number: 18-046

4. Address: 11352 Acacia Parkway

5. Improvements Acquired: All None Portion: (please describe) _____

6. Recording Information: Book 13597 Page 1228

7. Effective Date of Cancellation: 5-5-80
 Recording Date Final Order of Condemnation
 Physical Possession Order of Immediate Possession
 Other: (please describe) Annexation Date: (give annex information)

8. Information furnished by: Armando J. Morales 5/27/80
Telephone: 638-6847

Assessor's Office Use:
 Request Approved
 Not Approved
 Referred to State Board of Equalization

Reason Not Approved:
 Market Value of Remainder is Equal to or Exceeds the Market Value of the Parcel Prior to the Taking of the Easement.
 Other: (please describe) _____

Worked by: _____
Approved: _____
Date: _____

AUDITOR-CONTROLLER

#3019A

ESCROW INSTRUCTIONS



TO: SAFECO TITLE INSURANCE COMPANY

825 N. Broadway, Santa Ana

Escrow No 70201-RG Escrow Officer Roy W. Graf

California

Date March 28, 1980

1. I will hand you prior to the close of escrow, funds in the amount of \$95,000.00

4. to complete the total purchase price of the hereinafter described property

20. which you are instructed to use when you can obtain a CLTA standard coverage CLTA

22. form policy of title insurance containing the insuring clauses, exceptions, exclusions, provisions and stipulations customarily contained in the printed provisions of such form with liability not less than \$95,000.00

24. describing the land in the City of Garden Grove

25. County of Orange, State of California described as

27. Lot 6 of Tract No. 431, in the City of Garden Grove, County of Orange State of California as per map recorded in Book 16, Page 49 of Miscellaneous Maps, in the office of the County Recorder of said County.

32. EXCEPT the South 10 feet thereof.

35. showing the fee title

37. in said land vested in GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT

40. Subject to:

42. 1. General and Special taxes for the fiscal year 1980-81, a lien not yet due and payable.

45. 2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of way and Easements of record, if any.

48. * * * * *

50. A. No proration or any other adjustment of taxes is to be made in this escrow. The City of Garden Grove will apply for cancellation of taxes on property being conveyed through this escrow following close of escrow. Adjustment of settlement of any taxes to be made on said property will be made outside of escrow and after close of escrow. Seller will be billed by the Tax Assessor for his pro-rate share of any due and unpaid taxes and agrees to pay same.

- 1. PRORATE as of close of escrow the following rents, if any.
- 2.
- 3. Assume a 30 day month in any prorate herein provided, and unless the parties otherwise instruct you, you are to
- 4. use the information contained in the last available tax statement rental statement as provided by the seller, beneficiary's
- 5. statement, and fire insurance policies delivered into escrow for the prorates provided above. In the event any beneficiary's
- 6. statement reveals a deposit, account or funds for a future payment of taxes, insurance or other future payment obligations of the
- 7. loan, you are to Not applicable
- 8. Your agency as escrow holder shall terminate six months following the date set forth next below, and shall be subject to
- 9. earlier revocation by receipt by you prior to close of escrow of written notice signed, (1) in case this escrow has not been
- 10. placed in a condition to close by April 28, 1980 by any party hereto, or (2) if received prior
- 11. to said date, but after (there shall have been) a failure of a condition or performance to be complied with or performed on
- 12. or before a date, or within a period, stated herein, then by any party other than a party responsible for such compliance or
- 13. performance. Any such revocation shall be effective upon receipt of such notice, but you shall not return the documents or
- 14. deposits of the revoking party prior to ten days after you have mailed a copy of such notice to each of the other parties.
- 15. Your knowledge of matters affecting the property, provided such facts do not prevent compliance with these instructions,
- 16. does not create any liability or duty in addition to your responsibility under these instructions. No notice, demand or change
- 17. of instructions, except a demand for revocation made in accordance with the foregoing paragraph, shall be of any effect in
- 18. this escrow unless given in writing by all parties affected thereby.
- 19. Proceeds of this escrow may be disbursed by your check payable to the parties as their names are signed hereon, and your
- 20. checks and documents may be mailed to the addresses set forth in these instructions.
- 21. You are instructed to furnish to any broker or lender identified with this transaction or anyone acting on behalf of such lender,
- 22. any information concerning this escrow, copies of all instructions, amendments and statements upon request.
- 23. Indicate on the deed to file, all future tax statements are to be mailed to Buyer, 11391 Acacia Parkway,
- 24. Garden Grove, California
- 25. I agree to pay:
- 26.
- 27. All of the costs in this escrow.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.

35. *AJW*
 36. GARDEN GROVE AGENCY FOR
 37. COMMUNITY DEVELOPMENT
 38. ADDRESS 11391 Acacia Parkway
 39. Garden Grove, Calif.
 40. By: *Delbert Powers*
 41. Acting Director
 42. _____
 43. By: *Quelyn Manis*
 44. Deputy Secretary Phone No. _____

45. I will hand you the instruments, documents and money required to comply with these instructions, which you may use, and
 46. pay such costs, taxes, assessments and demands to insure title as set forth herein when you can comply with these
 47. instructions and deliver the net proceeds to the order of the undersigned.
 48. Pay a commission in accordance with the instructions contained in a separate commission order.
 49. Pay Documentary Transfer Tax. If the documentary tax declaration has not been furnished in connection with the Deed from
 50. Grantor to Grantee you are instructed to complete a sign the
 51. declaration on such Deed as follows: Documentary Transfer Tax exempt Computed on full value of property
 52. conveyed, or Computed on full value less liens and encumbrances remaining thereon at time of sale.
 53. I agree to pay:
 54.
 55. None of the costs in this escrow.

56.
 57. APPROVED AS TO FORM
 58. ERIC LAUTERER, City Attorney
 59. By: *Mark Travis*
 60. Deputy City Attorney
 61. Date: 1 APR 80
 62.
 63. ADDRESS 2000 Oak Creek
 64. Brunswick, Ga 31520
 65. _____
 66. _____
 67. _____
 68. _____
 69. _____
 70. _____
 71. _____
 72. _____
 Phone No 912-365-1623

64. *Eugene R. Gooch*
 65. Eugene R. Gooch
 66. _____
 67. _____
 68. _____
 69. *Marilyn L. Gooch*
 70. Marilyn L. Gooch
 71. _____
 72. _____

1. PRORATE AS OF _____ OF ESCROW _____ the following _____ rents, if any.
2.
3. Assume a 30 day month in any prorate herein provided, and unless the parties otherwise instruct you, you are to
4. use the information contained in the last available tax statement, rental statement as provided by the seller, beneficiary's
5. statement, and fire insurance policies delivered into escrow for the prorates provided above. In the event any beneficiary's
6. statement reveals a deposit, account or funds for a future payment of taxes, insurance or other future payment obligations of the
7. loan, you are to Not applicable
8. Your agency as escrow holder shall terminate six months following the date set forth next below, and shall be subject to
9. earlier revocation by receipt by you prior to close of escrow of written notice signed, (1) in case this escrow has not been
10. placed in a condition to close by April 28, 1980 by any party hereto, or (2) if received prior
11. to said date, but after (there shall have been) a failure of a condition or performance to be complied with or performed on
12. or before a date, or within a period, stated herein, then by any party other than a party responsible for such compliance or
13. performance. Any such revocation shall be effective upon receipt of such notice, but you shall not return the documents or
14. deposits of the revoking party prior to ten days after you have mailed a copy of such notice to each of the other parties.
15. Your knowledge of matters affecting the property, provided such facts do not prevent compliance with these instructions,
16. does not create any liability or duty in addition to your responsibility under these instructions. No notice, demand or change
17. of instructions, except a demand for revocation made in accordance with the foregoing paragraph, shall be of any effect in
18. this escrow unless given in writing by all parties affected thereby.
19. Proceeds of this escrow may be disbursed by your check payable to the parties as their names are signed hereon, and your
20. checks and documents may be mailed to the addresses set forth in these instructions.
21. You are instructed to furnish to any broker or lender identified with this transaction or anyone acting on behalf of such lender,
22. any information concerning this escrow, copies of all instructions, amendments and statements upon request.
23. Indicate on the deed to file, all future tax statements are to be mailed to Buyer, 11391 Acacia Parkway,
24. Garden Grove, California
25. I agree to pay:

26.
27. All of the costs in this escrow.
28.
29.
30.
31.
32.
33.

34. *ATM*
35. GARDEN GROVE AGENCY FOR
36. COMMUNITY DEVELOPMENT
37. ADDRESS 11391 Acacia Parkway
38. Garden Grove, Calif.
39. By: Dorothy Powers
40. Acting Director

41.
42.
43. By: Ardenne Morris Phone No _____
44. Deputy Secretary

45. I will hand you the instruments, documents and money required to comply with these instructions, which you may use, and
46. pay such costs, taxes, assessments and demands to insure title as set forth herein when you can comply with these
47. instructions and deliver the net proceeds to the order of the undersigned.
48. Pay a commission in accordance with the instructions contained in a separate commission order.
49. Pay Documentary Transfer Tax. If the documentary tax declaration has not been furnished in connection with the Deed from
50. Grantor _____ to Grantee _____ you are instructed to complete and sign the
51. declaration on such Deed as follows: Documentary Transfer Tax \$ exempt Computed on full value of property
52. conveyed, or Computed on full value less liens and encumbrances remaining thereon at time of sale.
53. I agree to pay:

54.
55. None of the costs in this escrow.
56.
57.

APPROVED AS TO FORM
ERIC LAUTERER, City Attorney

By: Mark Lewis
Deputy City Attorney
Date: 1 APR 80

64. Eugene R. Gooch
65. Eugene R. Gooch
66.

ADDRESS 2000 Oak Circle
Brunswick, Ga 31520

69. Marilyn L. Gooch
70. Marilyn L. Gooch
71.

Phone No 912-365-2623

3019A

City of Garden Grove
INTER-DEPARTMENT MEMORANDUM
AGENCY FOR COMMUNITY DEVELOPMENT

To: Richard R. Powers
Dept: Director
Subject: Community Center
Project No. 162

From: E. John Graichen
Dept: General Manager
Date: April 3, 1980


On January 29, 1980, the Garden Grove Agency for Community Development authorized staff to acquire property within the redevelopment Project Area on a willing seller/hardship basis. Mr. Gooch, the owner of the property located at 11352 Acacia Parkway, had requested that the Agency purchase his property due to ill health.

Pursuant to Agency direction, staff had an appraisal prepared and an agreement has been reached with Mr. and Mrs. Gooch to acquire subject parcel. The purchase price agreed to is \$95,000, which is at the Agency's approved appraised value. Said parcel consists of a rectangular-shaped lot containing 6,957.5 square feet. The parcel is presently occupied by the owner, therefore relocation assistance will be provided.

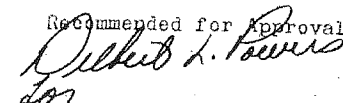
Legal Counsel has reviewed the documents relative to this agreement and has approved them as to form. These documents are now ready for execution by the Agency. It is therefore recommended that the Agency authorize the Director and Secretary to execute them on behalf of the Agency and that the Finance Officer be authorized to draw a warrant in the amount of \$95,000 and delay delivery of this warrant until its issuance is appropriate.

It is further recommended that staff be authorized to provide relocation assistance and payment to the owner now in possession.

An area map and plot plan of the subject parcel is attached for your review.


E. John Graichen
General Manager

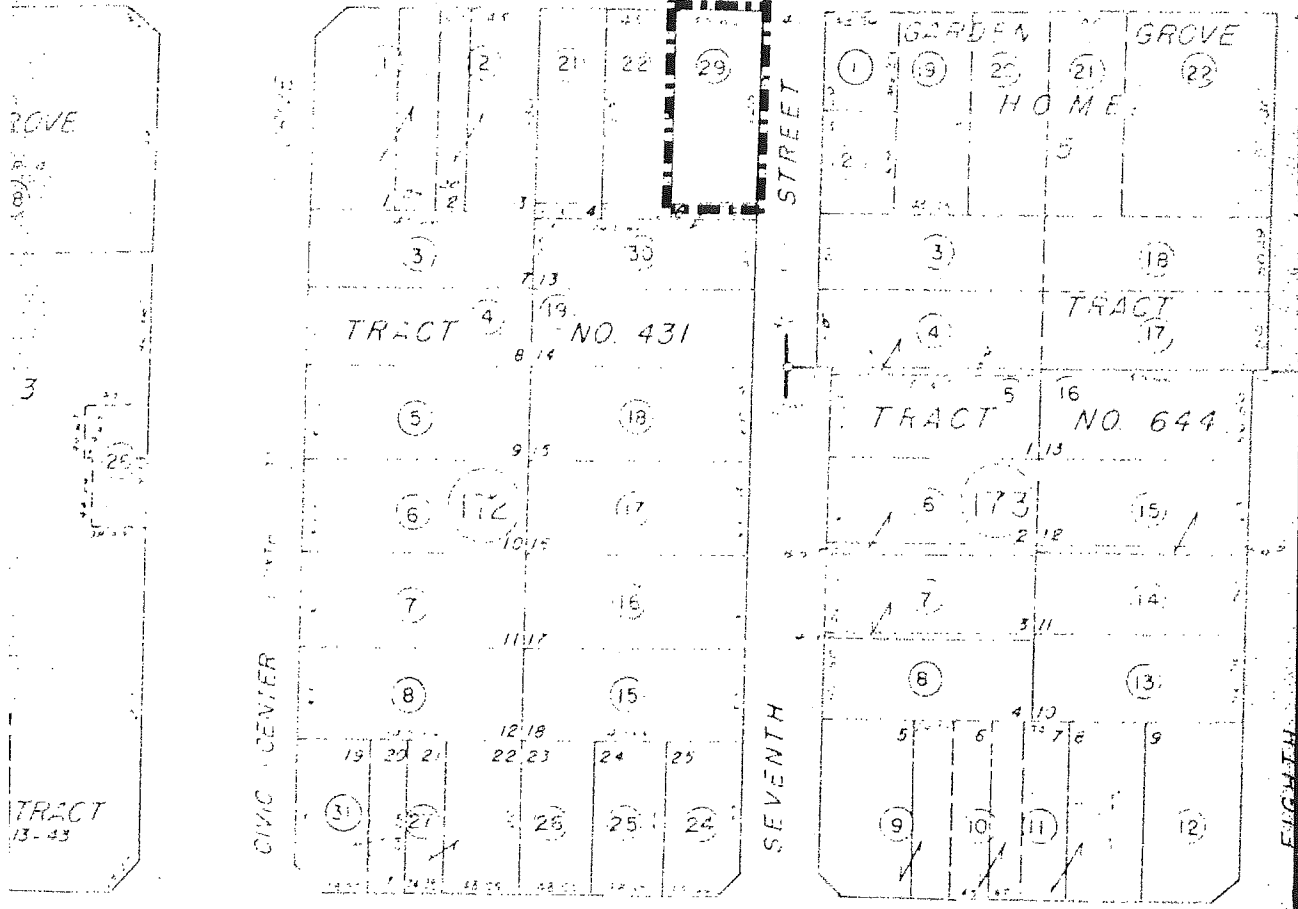
EJG:AJM:dp
Attachments

Recommended for Approval

for
Richard R. Powers
Director

#3019A

15

ACACIA PKWY



GARDEN GROVE BLVD
(LOCAL AVENUE)

BIRCHWOOD ST

