


MARIPOSA COUNTY RESOLUTION NO. 83-265

BE IT HEREBY RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that the Board of Supervisors hereby approved the following document, and Chairman, ERIC J. ERICKSON, is hereby authorized to sign same:

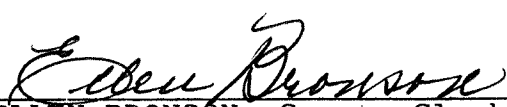
Escrow instructions for Midpines County Park contingent upon satisfactory completion of title insurance work, the issuance of policy of title insurance, and upon the clarification of the first line of the legal description.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 6th day of September 1983, by the following vote:

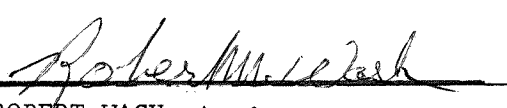
AYES: BARRICK, DALTON, ERICKSON, MOFFITT, TABER  
NOES: NONE  
ABSENT: NONE  
ABSTAINED: NONE

  
ERIC J. ERICKSON, Chairman  
Mariposa County Board of Supervisors

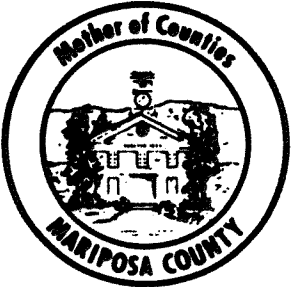
ATTEST:

  
ELLEN BRONSON, County Clerk  
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
ROBERT WASH, Acting  
County Counsel

# Mariposa County Board of Supervisors



DISTRICT 1..... BEVERLY BARRICK  
 DISTRICT 2..... EUGENE P. DALTON, JR.  
 DISTRICT 3..... ERIC J. ERICKSON  
 DISTRICT 4..... WILLIAM H. MOFFITT  
 DISTRICT 5..... GERTRUDE TABER

**ELLEN BRONSON**  
 County Clerk/Ex-officio Clerk of the Board  
**PATRICIA ALBERTA**  
 Deputy Clerk of the Board  
 P. O. BOX 247  
 MARIPOSA, CALIFORNIA 95338  
 (209) 966-2006

**JOAN J. LYNK**  
 Executive Aide  
 P. O. BOX 784  
 MARIPOSA, CALIFORNIA 95338  
 (209) 966-3222

\*Chairman

August 29, 1983

TO: BOARD OF SUPERVISORS  
 FROM: JOAN *Joan*  
 SUBJECT: MIDPINES REST STOP

All transactions regarding the Midpines rest stop have been completed, with the exception of the following:

1. Chairman authorized to execute the escrow instructions for the Midpines Rest Stop;
2. Auditor authorized to draw a warrant to Mariposa County Title Company in the amount of \$24,141.10



BUYER

ESCROW INSTRUCTIONS  
TO MARIPOSA COUNTY TITLE COMPANY

Re: Escrow No. 83522

IN CONNECTION WITH PURCHASE OF \_\_\_\_\_ SEE REVERSE HEREOF

We hand you herewith the sum of \$ 24,000.00  
~~x A Trust Deed to secure note for~~ \$

~~x in favor of~~ \_\_\_\_\_  
~~x with interest at~~ \_\_\_\_\_ ~~x percent per annum from~~ \_\_\_\_\_  
~~x payable~~ \_\_\_\_\_

ACCOUNTING AS FOLLOWS:  
Full Purchase Price \$ 24,000.00

**Charges:**

1/2 Policy of Title Insurance (Short Term Rate)	82.40
<del>x Debt of Trust</del>	
<del>x Recording Tax Deed</del>	
<del>x Recording Tax Deed of Trust</del>	
<del>x Prorate Taxes</del>	
<del>x Prorate Insurance</del>	
1/2 Escrow Fee	58.70
	24,141.10

You are authorized to pay the purchase money and deliver evidence of indebtedness, if any, to Juanita D. Moore

Grantors, when they shall place in your hands a good and sufficient grant deed conveying said property to: COUNTY OF MARIPOSA, a Political Subdivision

and record the documents in connection herewith when you can issue a Standard Policy of Title Insurance showing property vested as above, free and clear of encumbrance, except:

1. a) General and special taxes for the fiscal year 1983/84, a lien not yet due or payable.
- b) The lien of supplemental taxes, if any, assessed pursuant to the provisions of the Statutes of 1983 of the State of California.
2. Roadway easement reserved by the seller in this escrow.
3. Telephone and P.G.&E. easements.

If you are unable to comply with these instructions prior to the expiration of 14 days from this date, you are instructed to comply with same within such additional time as may be required by you, unless a demand is written and delivered to you (subsequent to such expiration and prior to the filing of any document required in this escrow) by any party who has signed this escrow, for the return of the money and documents to the parties who deposited same with you.

No notice, demand or change of instructions shall be of any effect in this escrow or recognized by said escrow holder unless given in writing by all parties affected thereby. In the event conflicting demands are, or may be, made or notices served upon the escrow holder growing out of or relating to this escrow the parties hereto expressly agree and consent that said escrow holder shall have the absolute right at its election to do either or both the following things: Withhold and stop all further proceedings in and performance of this escrow and of all instructions herein, or file a suit in interpleader and obtain an order from the court requiring them to interplead and litigate in such court their several claims and rights amongst themselves. In the event suit is brought they jointly and severally agree to pay said escrow holder all costs, expenses, and reasonable attorney's fees which it may expend or incur in such interpleader suit, the amount thereof to be fixed and a judgement therefore to be rendered by the court in such suit. Upon the filing of such suit said escrow holder shall thereupon be fully released and discharged from all obligation to further perform any and all duties or obligations imposed on it in this escrow. Your liability as escrow holder shall be confined to the things specifically provided for in my written instructions in this escrow.

Signed this 9th day of August, 1983 COUNTY OF MARIPOSA

BY: *Eric J. Jackson*