



CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Encroachment Agreement and Reimbursable Costs and Accepting Improvements for Woolworth Place Alley, 115 South School Street (\$50,000)
MEETING DATE: November 17, 2004
PREPARED BY: Public Works Director

RECOMMENDED ACTION: That City Council adopt a resolution approving the encroachment agreement, approving reimbursable costs and accepting improvements for Woolworth Place Alley, 115 South School Street.

BACKGROUND INFORMATION: The owners of the former Woolworth's building have completed renovation of their building, including substantial improvements to the adjacent public alley. The project is a welcome one to the Downtown Revitalization. In fact, beautification improvements to the alley, which links the public parking lots along Church Street to School Street, were considered during the design of the School Street Improvements but not included for a variety of reasons.

During project planning, staff and the owners held a number of meetings at which designs and alternatives were discussed. Possible City participation in the cost was also discussed. The work was allowed to progress without finalization of the encroachment agreement and City contribution. Given the City's financial condition, but recognizing the substantial improvements to public property, staff has proposed a reimbursement based on improvements to public infrastructure (\$48,372.50), as indicated in the attached letter (Attachment A).

The amount of funds remaining in the City's Business Attraction Fund, established as part of the Downtown Revitalization Program, is \$50,000 and would cover this proposed reimbursement. This fund is separate from the Façade Improvement Fund, which, coincidentally, also has approximately \$50,000 left, although most of this amount has been earmarked for other projects in progress. (The 115 South School Street project also was the recipient of approximately \$60,000 in façade assistance.)

The owners have accepted this and have agreed to maintain the alley as described in the attached encroachment agreement (Attachments B and C). However, as indicated in their letter, they had hoped for more, they did expend more money than they anticipated, and they have made a substantial improvement to the Downtown. In lieu of additional financial assistance at this time, the owners suggested that the City pay an additional amount over time or contribute to maintenance of the new alley. Staff is reluctant to commit to an ongoing expense.

Staff has identified three options for funding assistance toward this project and recommends Option 2:

- 1. Granting the \$48,372.50 as described in the City's letter; or,
- 2. Granting the full amount left in the Business Attraction Fund (\$50,000) and closing the program. This would provide an additional \$1,627.50 over the Option 1; or,
- 3. Forgiving the remaining property assessment from the Lodi Central City Revitalization Assessment District No. 95-1. The assessment will expire in 2011 and the payoff value of this assessment is just under \$11,000. This could be done as a stand-alone contribution or in addition to Option 1 or 2.

FUNDING: Business Attraction Fund, or as determined.

James R. Krueger, Finance Director

Richard C. Prima, Jr.
Public Works Director

RCP/pmf
Attachments
cc: Finance Director

Property Owner

APPROVED:
Janet S. Keeter, Interim City Manager

CITY COUNCIL
LARRY D. HANSEN, Mayor
JOHN BECKMAN
Mayor Pro Tempore
SUSAN HITCHCOCK
EMILY HOWARD
KEITH LAND

CITY OF LODI
PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6706
FAX (209) 333-6710
EMAIL pwdept@lodi.gov
<http://www.lodi.gov>

JANET S. KEETER
Interim City Manager
SUSAN J. BLACKSTON
City Clerk
D. STEPHEN SCHWABAUER
City Attorney
RICHARD C. PRIMA, JR.
Public Works Director

October 20, 2004

Downtown Partners, LLC
c/o Scott L. Tonn
175 E. Palomino Drive
Chandler, AZ 85225

SUBJECT: Reimbursable Costs and Encroachment & Maintenance Agreement
Woolworth Place Alley
115 S. School Street

The purpose of this letter is to address the discussions held and correspondence (email) received over the past several months with regard to reimbursement by the City for improvements to the alley adjacent to and north of the subject property and the terms of the Encroachment and Maintenance Agreement for use of the alley by your tenants.

Based on our review of the construction cost information submitted with your reimbursement request and our estimate of the cost of rebuilding the original alley to current City standards without the aesthetic amenities (\$37,000), staff has determined that reimbursement for the following items is appropriate:

Alley Pavers	\$22,829.00
Paving/Prep – Alley West Entrance	9,459.00
Trench Drain	<u>11,687.00</u>
	\$43,975.00
10% for Engineering & Administration	<u>4,397.50</u>
TOTAL	\$48,372.50

Ten percent of the construction costs has been added for engineering design and contract administration in conformance with LMC §16.40. Although costs for the alley pavers and trench drain are higher than standard alley improvements, staff feels that reimbursement for those items is reasonable. Staff also feels that the remaining costs incurred for improvements constructed to facilitate the use of the alley by the building tenants, including City permit, plan check and inspection fees, should be borne by the developer and do not agree that the Encroachment and Maintenance Agreement should be amended to cover the payment of additional costs.

All reimbursements must be approved by the City Council. Since we are not in agreement on the amount of reimbursement or the terms of the Encroachment and Maintenance Agreement, we will need to discuss this with the City Council in open session.

In addition, we have received a tentative parcel map to create air-space condominiums on the site. Approval of the reimbursements and Encroachment and Maintenance Agreement and acceptance of the public improvements in the alley by the City Council prior to final parcel map filing will be required as a condition of approval for the tentative parcel map.

As a matter of information, we received an encroachment permit application last week from one of your tenants for use of the sidewalk for bistro tables and a display. In keeping with our past discussions, the applicant was informed that all encroachment permit applications must be submitted by the property owner and the use of the sidewalk and/or alley by building tenants cannot be allowed until the Encroachment and Maintenance Agreement is executed and approved by the City Council.

If you have any questions, please call me at (209) 333-6706 or Sharon Welch, Senior Civil Engineer, at (209) 333-6800 Ext. 2659.

Sincerely,



Richard C. Prima, Jr.
Public Works Director,

RCP/SAW

cc: Interim City Manager
Community Development Director
Senior Civil Engineer Welch

Downtown Lodi Partners L.L.C.

7663 East Via De Ventura
Scottsdale, AZ 85258
Ph: (602) 684-1000
Fax: (480) 497-9100

March 11, 2004

Mr. Richard C. Prima, Jr.
Public Works Director
Public Works Department
CITY OF LODI
221 West Pine Street
Lodi, CA 95241

Via Federal Express
(209) 333-6800 ext 2659

Re: Encroachment Agreement &
Reimbursable Costs for
Woolworth Place Alley
115 S. School Street, Lodi CA

Dear Mr. Prima;

We are in receipt of your letter dated October 20, 2004 where you outlined the City of Lodi's various positions on the above referenced subjects.

In this letter, you indicate staff has determined the amount of \$48,372.50 is the appropriate reimbursement amount for the work conducted by our ownership. As we discussed verbally over the past few weeks, our ownership believes this amount to be far less than the spirit of arrangement we agreed upon in 2003 before this work was completed.

Additionally, you are aware that we have applied for an air-space condo approval with the City of Lodi. Although we viewed this condo process as completely "disconnected" from the Alley issues, your letter clearly links the two and indicates the Encroachment Agreement must be in place before the condo can be approved.

For many reasons, our ownership must move forward on the condo concept and we cannot allow such process to be delayed or tabled due to the unresolved Alley issues. Accordingly, because we appear to have no choice to withhold the agreement in protest of the lower reimbursement amount, please find enclosed two (2) copies of Encroachment Agreement.

Concerning the reimbursement amount of \$48,372.50, we are respectful the City of Lodi's financial situation has deteriorated unexpectedly over the past 12 months. However, we did diligently pursue and complete what we believed to be a mutually

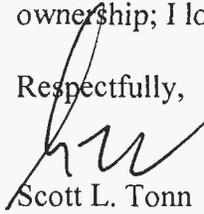
beneficial project in the Woolworth Alley. The cost for the work was enormous and now the recommended reimbursement amount is about \$50,000 less than we expected.

Notwithstanding the foregoing, please accept this letter as approval of the City's proposed reimbursement amount of \$48,372.50 if such is required. Please also accept this letter as a formal request for the City of Lodi Interim City Manager and City Council to revisit the spirit of our arrangement to find additional reimbursement funds for our completed work.

Mr. Prima, no matter the outcome of our request, we remain very grateful for the City of Lodi's cooperation, at all staff levels, on the Woolworth Place project. The folks at City Hall and in the various other departments were helpful and cooperative at every step and such is uncommon from our experience. We are hopeful the building will be fully occupied by mid-2005 and become a definitive contribution to the downtown Lodi area for years to come.

Please let me know if there is any additional information you may require from our ownership; I look forward to hearing from you at your earliest convenience.

Respectfully,



Scott L. Tonn
Member

Cc Don Tapia, Member
Marcello Barbero, Member

WHEN RECORDED, RETURN TO:
City Clerk
City of Lodi
221 West Pine Street
Lodi, CA 95240

ENCROACHMENT AGREEMENT
115 S. SCHOOL STREET
(APN 043-043-08)

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City", and DOWNTOWN LODI PARTNERS, LLC, hereinafter referred to as "Owner".

WITNESSETH:

WHEREAS, Owner is the owner of that certain real property known as 115 S. School Street (APN 043-043-08) described in Exhibit A attached hereto and hereby made a part hereof; and

WHEREAS, Owner has requested the right to encroach on and use the public rights-of-way adjacent to the east property line (sidewalk) and north property line (alley) of said real property to allow construction of private improvements, including a trellis structure and aboveground planters with irrigation, as well as outdoor restaurant seating, display, sales or similar activities by Owner or Owner's tenants; and

WHEREAS, Owner has requested the right to encroach on City-owned property at 117 W. Walnut Street (APN 043-043-13) to install a waste interceptor and pump to serve Owner's property; and

WHEREAS, Owner has installed public improvements in the public right-of-way as shown on the approved improvement plans, Drawing Nos. 003D022-01 through 003D022-04, which are on file in the Public Works Department; and

WHEREAS, Owner has installed private improvements in the public right-of-way and abovementioned City-owned property in conformance with the approved plans for Building Permit Nos. B07613 and B09748 on file in the Community Development Department;

NOW THEREFORE, in order to allow activities and private improvements of Owner or Owner's tenants to encroach on said public right-of-way and City-owned property, the parties agree as follows:

1. Owner's private improvements include architectural projections from Owner's building, a trellis structure and aboveground planters with associated irrigation system in the alley and a waste interceptor and pump to serve Owner's property located on City-owned property at 117 W. Walnut Street, all constructed in conformance with the above referenced approved plans.
2. Modification of Owner's existing private improvements or installation of additional private improvements by Owner shall be to the approval of the Public Works Director and Community Development Director. Owner is responsible for obtaining all required building permits.
3. A corridor having minimum horizontal and vertical clearances of six (6) feet and thirteen (13) feet, respectively, and providing a clear line of sight through the alley shall be maintained along the entire length of the alley alignment. Alley openings onto the adjacent sidewalk and parking lot shall be kept open at all times unless express written permission for alley closure is obtained from the Public Works Director.
4. Access to the loading area of the building adjacent to the north side of the alley shall be kept free of obstructions at all times.
5. Use of the alley by Owner's tenants for outdoor restaurant seating, displays, sales or similar activities shall be limited to a four (4) foot wide strip and eight (8) foot wide strip immediately adjacent to the east and north walls of the building, respectively, as shown on Exhibit B. Entrances to the building shall be kept free of obstruction of any nature at all times.
6. For tenant use, Owner shall submit to the Public Works Department a dimensioned drawing or plan showing the area to be used, the proposed improvements and proximity to existing improvements. Owner shall also submit color photographs or catalog information for furniture, planters, enclosures or other fixtures to be placed in the public right-of-way. Any barriers, such as planters, railings, etc., proposed to delineate seating or display areas for individual tenants shall be movable to allow access to the alley by emergency or City maintenance personnel and equipment. If alcoholic beverages are to be served, a copy of the Alcoholic Beverage Control license is required. A separate submittal shall be made for each tenant. All encroachments and proposed improvements shall be in conformance with City of Lodi encroachment criteria and shall be approved by the Public Works Department and Community Development Department prior to installation or use by Owner's tenants.
7. Owner shall be responsible for limiting tenant use to the approved plan for each tenant and shall be responsible for the removal of any and all unapproved tenant improvements, including, but not limited to, furniture, planters, enclosures or other fixtures.
8. Owner is responsible for cleaning and trash pickup in the public right-of-way covered by this agreement. Cleaning shall be done on a regular basis as needed to keep the area clean or as requested by the City. Washdown of the alley and sidewalk into the public storm drain system is prohibited.
9. Owner shall maintain aboveground planters and operate the irrigation system in a manner that prevents irrigation water from entering the public right-of-way and storm drain system or damaging adjacent structures. Broken or cracked planter structures shall be removed or replaced.
10. Owner shall be responsible for damage to any private or public improvements or private or public utility lines caused by the use of the public right-of-way or City-owned property by Owner, Owner's tenants or their invitees.
11. Owner shall take out and maintain, during the life of this agreement, insurance, in conformance with City requirements, as shall insure City, its elective and appointive boards,

commissions, officer, agents and employees, and Owner from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from use of the public right-of-way or City-owned property by Owner or Owner's tenants in such amounts and on such terms as may be required by the City of Lodi Risk Manager.

12. Owner agrees to save, defend, indemnify and hold harmless the City of Lodi, its' officers, agents and employees, from liability of any nature whatsoever arising from use or occupation of the public right-of way and City-owned property by Owner or Owner's tenants.
13. Owner further agrees to save, defend, indemnify and hold harmless the City of Lodi, its' officers, agents and employees from damage of any sort occasioned by the City's necessary entry upon or excavation of the public facilities located in the public right-of-way or City-owned property for the purpose of emergency work on those facilities.
14. Owner further agrees, that for non-emergency work in the public right-of-way or on City-owned property, Owner at its sole expense, will give prompt access to the City of Lodi for the purpose of non-emergency work on the utilities thereon. Further, if required, Owner will move at Owner's cost and expense the necessary structures required to permit the City of Lodi to perform their non-emergency work.
15. In the event Owner abandons use of the public right-of-way or City-owned property, Owner shall be responsible for removal of all private improvements and restoration of said right-of-way and City-owned property to the approval of the Public Works Director.
16. This agreement does not cover activities, such as amplified music, requiring special use or supplemental permits as set forth in the Lodi Municipal Code. Owner is responsible for obtaining the required permits for those uses.
17. Owner agrees to disclose the terms of this Agreement to all of Owner's tenants by either inserting the information in the lease agreements or by separate written notification.
18. The City reserves the right to allow the exclusive or non-exclusive use of the north side of the alley by the adjacent property owner to the north, if requested, under the terms of an encroachment permit to be issued by Public Works Department.
19. This agreement shall run with the land and be binding on the Owner, its heirs, successors or assigns.
20. A copy of the Agreement shall be recorded in the office of the San Joaquin County Recorder, P. O. Box 1968, Stockton, California 95201-1968.

All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

Richard C. Prima, Jr.
Public Works Director
221 West Pine Street
P. O. Box 3006
Lodi, CA 95241-1910

EXHIBIT A

The land referred to is situated in the State of California, County of San Joaquin, City of Lodi, and is described as follows:

A portion of Lots 5 and 6 in Block 8 as shown upon map entitled "Mokelumne" (now City of Lodi) filed for record August 25, 1869, in the office of the County Recorder of San Joaquin County, described as follows:

PARCEL ONE:

Beginning at the Northwest corner of said Lot 6 thence South 3° 44-½' West along the West line of said Lot 6 a distance of 60.31 feet to a point; thence South 86° 18-½' East, and parallel with the South line of the North one-half of said Lots 5 and 6 a distance of 159.97 feet to the East line of said Lot 5; thence North 3° 45' East along the East line of said Lot 5 a distance of 60.24 feet to the Northeast corner of said Lot 5; thence North 86° 17' West along the North line of said Lots 5 and 6 a distance of 159.99 feet to the point of beginning.

PARCEL TWO:

Commencing at a point on the West line of said Lot 6 a distance of 60.31 feet South 3° 44-½' West of the Northwest corner of said Lot 6; thence South 3° 44-½' West along said West line of said Lot 6 a distance of 25 feet to the South line of the North one-half of said Lot 6; thence South 86° 18-½' East along the South line of the North one half of said Lots 5 and 6, a distance of 159.97 feet to the East line of said Lot 5; thence North 3° 45' East along the East line of said Lot 5 a distance of 25 feet; thence North 86° 18-½' West, a distance of 159.97 feet, more or less, to the point of beginning.

When Recorded, Please Return to:
Lodi City Clerk
P.O. Box 3006
Lodi, CA 95241-1910

RESOLUTION NO. 2004-259

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
ENCROACHMENT AGREEMENT AND REIMBURSEMENT COSTS AND
ACCEPTING IMPROVEMENTS FOR WOOLWORTH PLACE ALLEY,
115 SOUTH SCHOOL STREET, AND FURTHER AUTHORIZING THE
CITY MANAGER TO EXECUTE ENCROACHMENT AGREEMENT ON
BEHALF OF THE CITY OF LODI

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves Encroachment Agreement between the City of Lodi and Downtown Lodi Partners LLC, attached hereto marked Exhibit A, related to the improvements known as Woolworth Place Alley; and

BE IT FURTHER RESOLVED that the Lodi City Council hereby authorizes and directs the City Manager to execute the Encroachment Agreement on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED that the Lodi City Council hereby approves reimbursable costs by granting the remaining \$50,000 left in the Business Attraction Fund and closing the program; and

FURTHER RESOLVED that the Lodi City Council hereby accepts improvements for Woolworth Place Alley, located at 115 South School Street.

Dated: November 17, 2004

=====

I hereby certify that Resolution No. 2004-259 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 17, 2004, by the following vote:

- AYES: COUNCIL MEMBERS – Beckman, Hitchcock, Howard, Land, and Mayor Hansen
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None


SUSAN J. BLACKSTON
City Clerk

EXHIBIT A

WHEN RECORDED, RETURN TO:

City Clerk
City of Lodi
221 West Pine Street
Lodi, CA 95240

ENCROACHMENT AGREEMENT 115 S. SCHOOL STREET (APN 043-043-08)

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City", and DOWNTOWN LODI PARTNERS, LLC, hereinafter referred to as "Owner".

WITNESSETH:

WHEREAS, Owner is the owner of that certain real property known as 115 S. School Street (APN 043-043-08) described in Exhibit A attached hereto and hereby made a part hereof; and

WHEREAS, Owner has requested the right to encroach on and use the public rights-of-way adjacent to the east property line (sidewalk) and north property line (alley) of said real property to allow construction of private improvements, including a trellis structure and aboveground planters with irrigation, as well as outdoor restaurant seating, display, sales or similar activities by Owner or Owner's tenants; and

WHEREAS, Owner has requested the right to encroach on City-owned property at 117 W. Walnut Street (APN 043-043-13) to install a waste interceptor and pump to serve Owner's property; and

WHEREAS, Owner has installed public improvements in the public right-of-way as shown on the approved improvement plans, Drawing Nos. 003D022-01 through 003D022-04, which are on file in the Public Works Department; and

WHEREAS, Owner has installed private improvements in the public right-of-way and abovementioned City-owned property in conformance with the approved plans for Building Permit Nos. B07613 and B09748 on file in the Community Development Department;

NOW THEREFORE, in order to allow activities and private improvements of Owner or Owner's tenants to encroach on said public right-of-way and City-owned property, the parties agree as follows:

1. Owner's private improvements include architectural projections from Owner's building, a trellis structure and aboveground planters with associated irrigation system in the alley and a waste interceptor and pump to serve Owner's property located on City-owned property at 117 W. Walnut Street, all constructed in conformance with the above referenced approved plans.
2. Modification of Owner's existing private improvements or installation of additional private improvements by Owner shall be to the approval of the Public Works Director and Community Development Director. Owner is responsible for obtaining all required building permits.
3. A corridor having minimum horizontal and vertical clearances of six (6) feet and thirteen (13) feet, respectively, and providing a clear line of sight through the alley shall be maintained along the entire length of the alley alignment. Alley openings onto the adjacent sidewalk and parking lot shall be kept open at all times unless express written permission for alley closure is obtained from the Public Works Director.
4. Access to the loading area of the building adjacent to the north side of the alley shall be kept free of obstructions at all times.
5. Use of the alley by Owner's tenants for outdoor restaurant seating, displays, sales or similar activities shall be limited to a four (4) foot wide strip and eight (8) foot wide strip immediately adjacent to the east and north walls of the building, respectively, as shown on Exhibit B. Entrances to the building shall be kept free of obstruction of any nature at all times.
6. For tenant use, Owner shall submit to the Public Works Department a dimensioned drawing or plan showing the area to be used, the proposed improvements and proximity to existing improvements. Owner shall also submit color photographs or catalog information for furniture, planters, enclosures or other fixtures to be placed in the public right-of-way. Any barriers, such as planters, railings, etc., proposed to delineate seating or display areas for individual tenants shall be movable to allow access to the alley by emergency or City maintenance personnel and equipment. If alcoholic beverages are to be served, a copy of the Alcoholic Beverage Control license is required. A separate submittal shall be made for each tenant. All encroachments and proposed improvements shall be in conformance with City of Lodi *encroachment criteria* and shall be approved by the Public Works Department and Community Development Department prior to installation or use by Owner's tenants.
7. Owner shall be responsible for limiting tenant use to the approved plan for each tenant and shall be responsible for the removal of any and all unapproved tenant improvements, including, but not limited to, furniture, planters, enclosures or other fixtures.
8. Owner is responsible for cleaning and trash pickup in the public right-of-way covered by this agreement. Cleaning shall be done on a regular basis as needed to keep the area clean or as requested by the City. Washdown of the alley and sidewalk into the public storm drain system is prohibited.
9. Owner shall maintain aboveground planters and operate the irrigation system in a manner that prevents irrigation water from entering the public right-of-way and storm drain system or damaging adjacent structures. Broken or cracked planter structures shall be removed or replaced.
10. Owner shall be responsible for damage to any private or public improvements or private or public utility lines caused by the use of the public right-of-way or City-owned property by Owner, Owner's tenants or their invitees.
11. Owner shall take out and maintain, during the life of this agreement, insurance, in conformance with City requirements, as shall insure City, its elective and appointive boards,

commissions, officer, agents and employees, and Owner from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from use of the public right-of-way or City-owned property by Owner or Owner's tenants in such amounts and on such terms as may be required by the City of Lodi Risk Manager.

12. Owner agrees to save, defend, indemnify and hold harmless the City of Lodi, its' officers, agents and employees, from liability of any nature whatsoever arising from use or occupation of the public right-of way and City-owned property by Owner or Owner's tenants.
13. Owner further agrees to save, defend, indemnify and hold harmless the City of Lodi, its' officers, agents and employees from damage of any sort occasioned by the City's necessary entry upon or excavation of the public facilities located in the public right-of-way or City-owned property for the purpose of emergency work on those facilities.
14. Owner further agrees, that for non-emergency work in the public right-of-way or on City-owned property, Owner at its sole expense, will give prompt access to the City of Lodi for the purpose of non-emergency work on the utilities thereon. Further, if required, Owner will move at Owner's cost and expense the necessary structures required to permit the City of Lodi to perform their non-emergency work.
15. In the event Owner abandons use of the public right-of-way or City-owned property, Owner shall be responsible for removal of all private improvements and restoration of said right-of-way and City-owned property to the approval of the Public Works Director.
16. This agreement does not cover activities, such as amplified music, requiring special use or supplemental permits as set forth in the Lodi Municipal Code. Owner is responsible for obtaining the required permits for those uses.
17. Owner agrees to disclose the terms of this Agreement to all of Owner's tenants by either inserting the information in the lease agreements or by separate written notification.
18. The City reserves the right to allow the exclusive or non-exclusive use of the north side of the alley by the adjacent property owner to the north, if requested, under the terms of an encroachment permit to be issued by Public Works Department.
19. This agreement shall run with the land and be binding on the Owner, its heirs, successors or assigns.
20. A copy of the Agreement shall be recorded in the office of the San Joaquin County Recorder, P. O. Box 1968, Stockton, California 95201-1968.

All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

Richard C. Prima, Jr.
Public Works Director
221 West Pine Street
P. O. Box 3006
Lodi, CA 95241-1910

Notices required to be given to Owner shall be addressed as follows:

Downtown Lodi Partners LLC
7663 East Via De Ventura
Scottsdale, AZ 85258
Attn: Scott L. Tonn, Member

In Witness Whereof, Owner and City have caused their names to be hereunto affixed and the City of Lodi has caused its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized.

11-05-04
Date

DOWNTOWN LODI PARTNERS, LLC
Scott L. Tonn, Member

(CORPORATE SEAL)

CITY OF LODI, A MUNICIPAL CORPORATION

By: _____ Date
Janet S. Keeter, Interim City Manager

ATTEST:

Susan J. Blackston, City Clerk Date

APPROVED AS TO FORM:

D. Stephen Schwabauer, City Attorney

EXHIBIT A

The land referred to is situated in the State of California, County of San Joaquin, City of Lodi, and is described as follows:

A portion of Lots 5 and 6 in Block 8 as shown upon map entitled "Mokelumne" (now City of Lodi) filed for record August 25, 1869, in the office of the County Recorder of San Joaquin County, described as follows:

PARCEL ONE:

Beginning at the Northwest corner of said Lot 6 thence South $3^{\circ} 44\frac{1}{2}'$ West along the West line of said Lot 6 a distance of 60.31 feet to a point; thence South $86^{\circ} 18\frac{1}{2}'$ East, and parallel with the South line of the North one-half of said Lots 5 and 6 a distance of 159.97 feet to the East line of said Lot 5; thence North $3^{\circ} 45'$ East along the East line of said Lot 5 a distance of 60.24 feet to the Northeast corner of said Lot 5; thence North $86^{\circ} 17'$ West along the North line of said Lots 5 and 6 a distance of 159.99 feet to the point of beginning.

PARCEL TWO:

Commencing at a point on the West line of said Lot 6 a distance of 60.31 feet South $3^{\circ} 44\frac{1}{2}'$ West of the Northwest corner of said Lot 6; thence South $3^{\circ} 44\frac{1}{2}'$ West along said West line of said Lot 6 a distance of 25 feet to the South line of the North one-half of said Lot 6; thence South $86^{\circ} 18\frac{1}{2}'$ East along the South line of the North one half of said Lots 5 and 6, a distance of 159.97 feet to the East line of said Lot 5; thence North $3^{\circ} 45'$ East along the East line of said Lot 5 a distance of 25 feet; thence North $86^{\circ} 18\frac{1}{2}'$ West, a distance of 159.97 feet, more or less, to the point of beginning.

CITY COUNCIL

LARRY D. HANSEN, Mayor
JOHN BECKMAN
Mayor Pro Tempore
SUSAN HITCHCOCK
EMILY HOWARD
KEITH LAND

CITY OF LODI

PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6706
FAX (209) 333-6710
EMAIL pwdept@lodi.gov
<http://www.lodi.gov>

JANET S. KEETER
Interim City Manager
SUSAN J. BLACKSTON
City Clerk
D. STEVEN SCHWABAUER
City Attorney
RICHARD C. PRIMA, JR.
Public Works Director

November 11, 2004

Downtown Partners, LLC
Attn: Scott L. Tonn, Member
7663 E. Via De Ventura
Scottsdale, AZ 85258

SUBJECT: Adopt Resolution Approving Encroachment Agreement and Reimbursable Costs and Accepting Improvements for Woolworth Place Alley, 115 South School Street (\$50,000)

Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, November 17, 2004. The meeting will be held at 7 p.m. in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the regular calendar for Council discussion. You are welcome to attend.

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Susan Blackston, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call me at (209) 333-6759.



for: Richard C. Prima, Jr.
Public Works Director

RCP/pmf

Enclosure

cc: City Clerk