

CITY COUNCIL MEETING

February 18, 1981

02-45(e)
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Council was apprised that approximately one year ago, Mr. Don L. Carpenter filed a parcel map with one of the conditions being the improvement of Church Street adjacent thereto. Mr. Carpenter placed a bond with the City guaranteeing these improvements with the expectation that the property in the general area would be improved during the summer of 1980. The Lodi South Subdivision did not materialize, nor did the improvement of any other property in the area. If Mr. Carpenter installed curb and gutter, it would not only be expensive, but would create a drainage problem. For these reasons, Staff recommended that Mr. Carpenter be allowed to enter into an agreement with the City guaranteeing the improvements without bond, similar to several other agreements approved recently where development of one parcel was not deemed in the best interest of the City.

AGREEMENT - 1904
S. CHURCH STREET,
LODI APPROVED

COUNCIL APPROVED AN AGREEMENT BETWEEN THE CITY OF LODI AND DON L. CARPENTER FOR THE IMPROVEMENT OF HIS PARCEL AT 1904 S. CHURCH STREET AND AUTHORIZED THE CITY MANAGER AND CITY CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY



CITY OF LODI

PUBLIC WORKS DEPARTMENT

COUNCIL COMMUNICATION

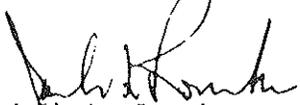
TO: City Council
FROM: City Manager
DATE: February 13, 1981
SUBJECT: 1904 S. Church Street

RECOMMENDED ACTION: That the City Council approve an agreement between the City of Lodi and Don L. Carpenter for the improvement of his parcel at 1904 S. Church Street and authorize the City Manager and City Clerk to execute it for the City.

BACKGROUND INFORMATION: Approximately one year ago, Mr. Carpenter filed a parcel map with one of the conditions being the improvement of Church Street adjacent thereto. Mr. Carpenter placed a bond with the City guaranteeing these improvements with the expectation that the property in the general area would be improved during the summer of 1980. The Lodi South subdivision did not materialize, nor did the improvement of any other property in the area. If Mr. Carpenter installed curb and gutter, it would not only be expensive, but would create a drainage problem.

For these reasons, we are recommending that Mr. Carpenter be allowed to enter into an agreement with the City guaranteeing the improvements without bond, similar to several other agreements approved recently where development of one parcel was not deemed in the best interests of the City.

A copy of the agreement is attached.


Jack L. Ronsko
Public Works Director

Att

JLR:GER:dw

APPROVED:

HENRY A. GLAVES, City Manager

FILE NO.

A G R E E M E N T

1904 So. Church Street

THIS AGREEMENT, made and entered into this 9th day of Feb., 1981, by and between the City of Lodi, a municipal corporation, hereinafter called "City", and Don L. Carpenter, hereinafter called "Developer".

WHEREAS, Developer was the owner of that certain real property known as 1904 So. Church Street, situate in the City of Lodi, county of San Joaquin, State of California, described as follows:

ASSESSOR PARCELS NOS. 057-370-66; and 057-370-67 and

WHEREAS, Developer filed a parcel map in December 1979 officially splitting the above two parcels, namely filed December 20, 1979 in Book 8 of Parcel Maps, page 129, San Joaquin County; and

WHEREAS, Developer guaranteed the required off-site improvements on Parcel A as shown on Encroachment Permit 79124 and

WHEREAS, the City desires to postpone the installation of the required off-site improvement on Church Street until adjacent parcels develop along Church Street.

NOW, THEREFORE, in consideration of mutual covenants, terms and conditions herein contained, Developer and City do hereby agree as follows:

1. Developer agrees to install curb, gutter, sidewalk, street lights, grading and paving in conformance with standard City policy at such time as either the adjacent parcel to the south of the development known as "Lodi South" develops, upon demand of City and in no event later than three (3) years from the date of execution of this agreement.

2. In the event that the improvements as set forth in this agreement are not installed upon demand of City or within three years of the date of the execution of this Agreement, the City is hereby authorized to install said facilities and may file suit against Developer, its heirs, successors and assigns for the cost incurred as well as for attorney's fees incurred in connection with such litigation and for the collection of the monies due.
3. Developer agrees that in the event of the sale of all or any portion of the parcel, that the purchaser shall be given a copy of this agreement so that purchaser will be apprised of their obligations and responsibilities hereunder and a statement to that effect shall be delivered to City at the time of the close of escrow.
4. Both parties agree to the recording of this Agreement with the San Joaquin County Recorder. This agreement shall be binding upon the heirs, successors and assigns of the parties hereto.
5. 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:

Jack L. Rousko, Public Works Director
221 W. Pine Street
Lodi, CA 95240

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

Mr. Don L. Carpenter
1904 So. Church Street
Lodi, CA 95240

IN WITNESS WHEREOF, the parties hereto have set their hands the date
and year first hereinabove written.

Approved by action of the City Council of the City of Lodi on

CITY OF LODI, a municipal corporation

By: _____
Henry A. Graves, City Manager

DEVELOPER

By: Don L. Carpenter
Don L. Carpenter

Attest: _____
Alice M. Reimche, City Clerk