

cc-76
Pg 389

CITY COUNCIL MEETING

April 1, 1981

DEVELOPMENT
AGREEMENT FOR
1203 E. LODI
AVENUE APPROVED

Council was apprised that Robert and Geraldine Griffin, the owners/developers of the property at 1203 E. Lodi Avenue, Lodi, have applied for a building permit. City Code requires that the off-site improvements be installed in conjunction with the on-site improvements and that they be

completed before occupancy of the buildings. However, since the Master Storm Drain line in Cluff Avenue will not be installed until a later date, it is in the best interest of the City to ask that the off-site improvements be postponed. The agreement is that the developer will install the required improvements upon demand of the City and in no event later than 3 years from date of agreement.

COUNCIL APPROVED THE DEVELOPMENT AGREEMENT BETWEEN ROBERT AND GERALDINE GRIFFIN AND THE CITY RE DEVELOPMENT AT 1203 E. LODI AVENUE 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: March 27, 1981
SUBJECT: Development Agreement for 1203 E. Lodi Avenue

RECOMMENDED ACTION: That the City Council approve the Development Agreement and direct the City Manager and City Clerk to sign on behalf of the City.

BACKGROUND INFORMATION: Robert and Geraldine Griffin, the owners/developers of the property at 1203 E. Lodi Ave. have applied for a building permit. City Code requires that the off-site improvements be installed in conjunction with the on-site improvements and that they be completed before occupancy of the buildings.

However, since the Master Storm Drain line in Cluff Avenue will not be installed until a later date, it is in the best interest of the City to ask that the off-site improvements be postponed. The agreement is that developer will install the required improvements upon demand of City and in no event later than 3 years from date of agreement, and it is recommended that the agreement be approved.


Jack L. Ronsko
Public Works Director

JLR/eeh

APPROVED:

HENRY A. GLAVES, City Manager

FILE NO.

DEVELOPMENT AGREEMENT

1203 EAST LODI AVENUE

THIS AGREEMENT, made and entered into this 19th day of March, 1981, by and between the City of Lodi, a municipal corporation, hereinafter called "City," and Robert L. Griffin and Geraldine Griffin, his wife

RECITALS:

WHEREAS, Developer is the owner of that certain real property situate in the County of San Joaquin, State of California, described as follows:

Lots 8 and 9, as shown upon map entitled, Map No. 3 of LIVE OAK COLONY, filed for record February 28, 1889, in Vol. 1 of Maps and Plats, Page 75, San Joaquin County Records, and

WHEREAS, Developer has requested issuance of a building permit prior to the construction and completion of improvements required pursuant to Article 5, Chapter 5 of the Lodi City Code, which improvements include all streets, highways or public ways and public utility facilities which are a part of, or appurtenant to, the on-site development, all in accordance with, and as required by, the plans and for all or any of said improvements in, appurtenant to, or outside the limits of development, and

WHEREAS, the City desires to postpone the installation of the required off-site improvements of Cluff Avenue until the Master Storm Drain Line is installed in Cluff Avenue.

NOW, THEREFORE, in order to insure satisfactory performance by Developer of Developer's obligations pursuant to Article 5, Chapter 5 of the Lodi City Code, the parties agree as follows:

1. Performance of Work by Developer: Developer will do and perform, or cause to be done and performed at Developer's own expense, in a good and workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of the Public Works Director, all of the work and improvements normal to development within the City of Lodi, 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, then City is hereby authorized to install said facilities and may file suit against Developer, its heirs, successors and assigns for the costs 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. Ronsko, Public Works Director
P.O. Box 320
Lodi, Ca. 95241

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

Mr. Robert L. Griffin
119 North Crescent Avenue
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

DEVELOPER

By: _____
Henry A. Graves, City Manager

By: Robert L. Griffin
Robert L. Griffin

Attest: _____
Alice M. Reimche, City Clerk

Geraldine Griffin
Geraldine Griffin