

Pg. 399

CC 450
CC 451

CITY COUNCIL MEETING

APRIL 6, 1983

Council was apprised that the Public Works Department was directed by the City Council to acquire necessary right-of-way for the ultimate widening of Turner Road. A diagram of the subject area was presented for Council's perusal.

Craig Hubbard of Stockton, appraised the parcel at \$15,000. Included in that appraisal were certain costs in addition to the land, such as payment for a garage, well, carport, fence and other items.

The owner of the property was contacted by Mr. Ferguson, the City's part-time right-of-way agent, and both Mr. Ferguson and a representative of Staff met with the owners of the property onsite to discuss the value of the items taken. Out of this discussion and further contact by Mr. Ferguson with the owners, came the proposed right-of-way agreement, a copy of which was presented for Council's perusal.

The dollar amount has been reduced by the value of a water service (tap and reimbursement) and increased slightly to cover the cost of sawing concrete and an adjustment in the depreciation figure. The City's appraiser feels it is "consistent" with the appraisal and represents a fair and equitable settlement of this partial taking."

The agreement is consistent with the Snell agreement to the west and it is recommended that the agreement be approved.

JEROME PARCEL
RIGHT-OF-WAY
AGREEMENT
APPROVED

Following a brief discussion with questions being directed to Staff, Council, on motion of Mayor Pro Tempore Murphy, Snider second, approved the Right-of-way Agreement between Eugene F. and L. J. Jerome, and the City of Lodi, for the acquisition of right-of-way for the widening of Turner Road immediately west of Cluff Avenue, and authorized the City Manager and City Clerk to execute the Agreement on behalf of the City.

109



CITY OF LODI

PUBLIC WORKS DEPARTMENT

RECEIVED
COUNCIL COMMUNICATION

MAR 31 AM 9 37

ALICE H. BENTLEY

CITY CLERK
CITY OF LODI

TO: City Council

FROM: City Manager

DATE: March 30, 1983

SUBJECT: Turner Road Right-of-Way Acquisition, Jerome

RECOMMENDED ACTION: That the City Council review the attached right-of-way agreement between Eugene F. and L.J. Jerome, and the City of Lodi, for the acquisition of right-of-way for the widening of Turner Road immediately west of Cluff Avenue, and authorize the City Manager and City Clerk to execute the agreement for the City.

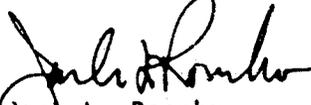
BACKGROUND INFORMATION: The Public Works Department was directed by the City Council to acquire necessary right-of-way for the ultimate widening of Turner Road. Involved in that widening is the parcel of land shown crosshatched on the attached sketch.

Craig Hubbard of Stockton, appraised the parcel at \$15,000. Included in that appraisal were certain costs in addition to the land, such as payment for a garage, well, carport, fence and other items.

The owner of the property was contacted by Mr. Ferguson, our part-time right-of-way agent, and both Mr. Ferguson and I met with the owners of the property onsite to discuss the value of the items taken. Out of this discussion and further contact by Mr. Ferguson with the owners, came the attached right-of-way agreement.

The dollar amount has been reduced by the value of a water service (tap and reimbursement) and increased slightly to cover the cost of sawing concrete and an adjustment in the depreciation figure. Our appraiser feels it is "consistent" with the appraisal and represents a fair and equitable settlement of this partial taking."

The agreement is consistent with the Snell agreement to the west and it is recommended that the agreement be approved.


 Jack L. Ronsko
 Public Works Director

Attachment

JLR:GER:dms

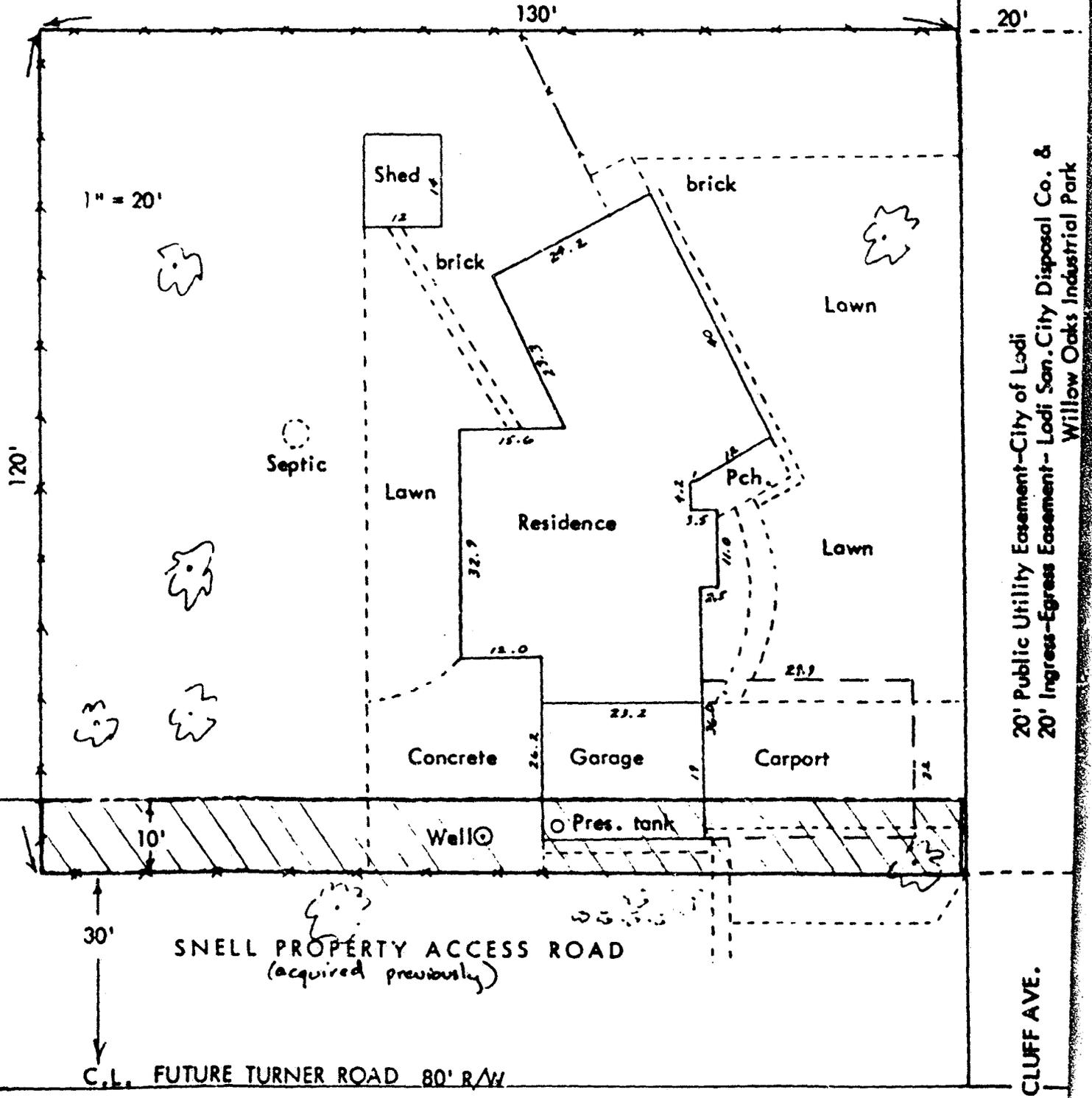
APPROVED:

HENRY A. GLAVES, City Manager

FILE NO.

WILLOW OAKS INDUSTRIAL PARK

R7



20' Public Utility Easement-City of Lodi
 20' Ingress-Egress Easement- Lodi San. City Disposal Co. &
 Willow Oaks Industrial Park

CLUFF AVE.

Area Before:	15,600 s.f.
Part Taken:	<u>1,300</u>
Remainder:	14,300 s.f.

Jerome
 3-20-83

100-42

RIGHT-OF-WAY AGREEMENT

1015 North Cluff Avenue

THIS AGREEMENT entered into this 22 day of MARCH, 1983, by and between EUGENE F. JEROME and LUELLA J. JEROME, hereinafter called Grantor, and the CITY OF LODI, hereinafter called City.

W I T N E S S E T H :

1. Grantor has agreed to grant to the City and the City has agreed to accept a Grant Deed for a portion of that certain real property, commonly known as 1015 North Cluff Avenue, and as shown on the legal description attached hereto as Exhibit A.
2. Grantor agrees to remove the garage, pump and carport from within the right-of-way including concrete sawing along or north of new property line within 60 days of the installation of the water service described in 4b below. Should Grantor fail to remove said structures, City shall have the right to remove portions of said structures necessary for the construction of all facilities within the right-of-way, and to deduct any and all costs incurred therein from monies due Grantor.
3. City agrees to pay Grantor the sum of \$11,300.00 for the certain real property on the attached legal description when title is transferred to City free and clear of liens and encumbrances except 1982-83 taxes, and \$3,000 upon the removal of the structures by the Grantor.
4. City agrees, in addition to cash payment:
 - a. To be responsible for the installation of curb, gutter, sidewalk and street paving at such time as City deems necessary;

Jerome Right-of-Way Agreement

- b. To provide a 1" water service at property line on Turner Road.
- 5. Both parties agree that they have herein set forth the whole of their Agreement. The performance of this Agreement constitutes the entire consideration and shall relieve City of all further obligation or claims.
- 6. The checks are to be made payable to Mr. and Mrs. Eugene F. Jerome.
- 7. This Agreement is binding on the heirs, executors, administrators and assigns of the parties hereto.
- 8. Both parties agree to the recording of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year hereinabove written.

CITY OF LODI, a Municipal Corporation

By: Henry A. Graves
Henry A. Graves, City Manager

Eugene F. Jerome

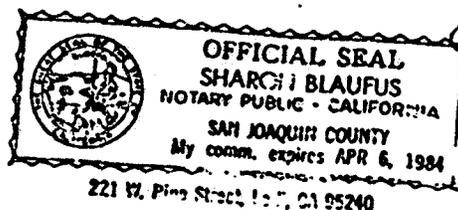
Attest: Alice M. Reimche
Alice M. Reimche, City Clerk

Luella J. Jerome



STATE OF CALIFORNIA }
COUNTY OF SAN JOAQUIN } ss

On this 22nd day of March, in the year 1983, before me, Sharon Blaufus, a Notary Public, State of California, duly commissioned and sworn, personally appeared Luella J. Jerome, Eugene F. Jerome and Sharon Blaufus, personally known to me (or persons whose names are subscribed to the within instrument, and acknowledged to me that they executed it.



Sharon Blaufus
Notary Public, State of California

JEROME

D E S C R I P T I O N

A portion of the Northeast quarter (NE 1/4) of the Northwest quarter (NW 1/4) of Section six (6), Township three (3) North, Range seven (7) East, Mount Diablo Base and Meridian and more particularly described as follows:

BEGINNING at a point on the East line of the Northwest quarter (NW 1/4) of said Section six (6), said point of beginning being 290 feet South from the Northeast corner of the Northwest quarter (NW 1/4) of said Section six (6), thence Westerly parallel to the North line of the Northwest quarter (NW 1/4) of said Section six (6), 150 feet; thence Southerly parallel to the East line of said Northwest quarter (NW 1/4), 10 feet; thence Easterly parallel to the North line of said Northwest quarter (NW 1/4), 150 feet to a point on the East line of said Northwest quarter; thence Northerly along said East line of the Northwest quarter (NW 1/4), 10 feet to the Point of Beginning.

WHEN RECORDED MAIL TAX
STATEMENT AND RECORDED
DOCUMENT TO

CITY CLERK
CITY HALL
LODI, CALIFORNIA 95240

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED

2004
2004

EUGENE F. JEROME and LUELLA J. JEROME

do hereby GRANT to the CITY OF LODI, a municipal corporation of the State of California, all that real property situate in the City of Lodi, County of San Joaquin, State of California, described as follows:

A portion of the Northeast quarter (NE 1/4) of the Northwest quarter (NW 1/4) of Section six (6), Township three (3) North, Range seven (7) East, Mount Diablo Base and Meridian and more particularly described as follows:

BEGINNING at a point on the East line of the Northwest quarter (NW 1/4) of said Section six (6), said point of beginning being 290 feet South from the Northeast corner of the Northwest quarter (NW 1/4) of said Section six (6), thence Westerly parallel to the North line of the Northwest quarter (NW 1/4) of said Section six (6), 150 feet; thence Southerly parallel to the East line of said Northwest quarter (NW 1/4), 10 feet; thence Easterly parallel to the North line of said Northwest quarter (NW 1/4), 150 feet to a point on the East line of said Northwest quarter; thence Northerly along said East line of the Northwest quarter (NW 1/4), 10 feet to the Point of Beginning.

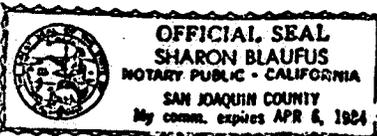
Dated: MARCH 22, 1983

Eugene F. Jerome
Luella J. Jerome

STATE OF CALIFORNIA }
COUNTY OF SAN JOAQUIN }

ss

On this 22nd day of March, in the year 1983, before me, Sharon Blaufus, a Notary Public, State of California, duly commissioned and sworn, personally appeared Eugene F. Jerome and Luella J. Jerome, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed it.



221 W. Pine Street, Lodi, CA 95240

Sharon Blaufus
Notary Public, State of California

Acknowledgement - General

Jerome, Eugene and Luella

WHEN RECORDED MAIL TAX
STATEMENT AND RECORDED
DOCUMENT TO

CITY CLERK
CITY HALL
LODI, CALIFORNIA 95240

SPACE ABOVE THIS LINE FOR RECORDER'S USE

D E E D

2004

EUGENE F. JEROME and LUELLA J. JEROME

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Dated: MARCH 22, 1983

Eugene F. Jerome
Louella J. Jerome

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 person _____ whose name _____ subscribed to the within instrument and acknowledged that _____ executed the same.
WITNESS my hand and official seal.

Signature _____

Name (Typed or Printed)

(This area for official notarial seal)

Disposition approved:

DATE

G.E. Robinson, Asst City Eng

4.5.83

File No.

This is to certify that the interest in real property conveyed by
the Deed or Grant dated March 22, 1983 from
Eugene F. Jerome and Luella J. Jerome

to the City of Lodi, a municipal corporation, is hereby accepted by the under-
signed pursuant to authority conferred by Resolution 3847 of the City Council
of Lodi adopted on November 21, 1973, and recorded on December 4, 1973, in
Book 3823, Page 136, Official Records of San Joaquin County, and the Grantee
consents to recordation thereof by its duly authorized officer.

DATED: April 8, 1983

Alec M. Bianchi
City Clerk of the City of Lodi

MEMORANDUM, City of Lodi, Public Works Department

TO: Public Works Director
FROM: Assistant City Engineer
DATE: March 14, 1983
SUBJECT: Turner Road Right-of-Way - Jerome

Mr. Ferguson, our right-of-way agent, contacted Mr. Jerome by phone last Friday, March 11. After considerable discussion, they set up a meeting for this morning, and this memo is a recap of Mr. Jerome's counter offer to our attached letter of November 11, 1982.

Mr. Jerome is very aware of the final settlement with Snells because of both the newspaper report and discussions he has had with the Snells.

Mr. Jerome does not feel that the value of the improvements should be depreciated since he is happy with them as they exist (\$3,380). He also feels that no compensation was included in the appraisal for relocation of certain items (electrical service, gas service, or outside wall of garage). These items are included in the appraisal under severance (\$3,000).

Additionally, Mr. Jerome wants the City to be responsible for installation of curb, gutter, sidewalk, and water service. Curb, gutter and sidewalk cost is approximately \$4,500 and the water service would be approximately \$2,200 (\$2,076 reimbursement + \$124 plumbing). It is assumed the City would be responsible for abandonment of the well.

The final counter offer of Mr. Jerome looks like this:

Cash payment	\$18,182.00
City responsible for water service and all street work.	11%

block wall vs wooden fence

This price is approximately \$5,382 above original estimate, plus curb, gutter, sidewalk and paving at approximately \$4,500 or 35% + curb, gutter and sidewalk (Snell was ~~40%~~ + curb, gutter and sidewalk).

It is suggested that we go back to Jerome and tell him we can't pay for water/well twice. If he will accept the \$15,000 + curb, gutter, sidewalk and paving, we will settle. He could make money by getting City water now for \$2,200 in lieu of replacing well at \$3,400. This recommendation is consistent with the Snell settlement.

If the Jeromes settle, it would be our recommendation that all improvements, including curb, gutter and sidewalk, be put in at this time for both the Snell and Jerome properties.


G. E. Robison
Assistant City Engineer

Attachment
GER/eeh

November 11, 1982

Mr. & Mrs. E. F. Jerome
1015 N. Cluff Avenue
Lodi, CA. 95240

Dear Mr. & Mrs. Jerome:

The City Council recently informed this department that they were no longer interested in the possibility of acquiring your entire homsite as offered October 14, 1982, but are now interested in acquiring only the south 10'. This would enable the street to be widened to its final width or whatever interim width is deemed necessary for safety.

The offer of \$15,000 for the south 10' still remains in effect. Should you wish to discuss this offer further, feel free to contact me at any time.

Sincerely

G. E. Robison
Assistant City Engineer

cc: Mr. Ferguson

GER/ech