

CITY COUNCIL MEETING

APRIL 15, 1981

5/1
R/W AGREEMENTS
WITH ANAGNOS
APPROVED

COUNCIL APPROVED AGREEMENTS BETWEEN THE CITY
AND LEO ANAGNOS AND THE CITY AND PANAGIOTA
ANAGNOS AND AUTHORIZED THE CITY MANAGER AND
CITY CLERK TO EXECUTE SAME FOR THE CITY OF
LODI.



CITY OF LODI

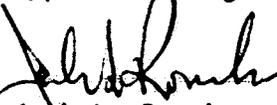
PUBLIC WORKS DEPARTMENT

COUNCIL COMMUNICATION

TO: City Council
FROM: City Manager
DATE: April 10, 1981
SUBJECT: Anagnos Easements, Turner Road and Cluff Avenue

RECOMMENDED ACTION: That the City Council approve the agreements between the City and Leo Anagnos and the City and Panagiota Anagnos and authorize the City Manager and City Clerk to execute same for the City.

BACKGROUND INFORMATION: The easements being obtained are needed for the installation of Cluff Avenue Storm Drain Phase II, and the future expansion of power and storm drain on Cluff Avenue. Our appraiser agrees with the amount being paid for the easements and both the Anagnoses and the City agree to the conditions outlined. Copies of the agreements and a sketch of easements being obtained are attached. It is recommended that the Council approve the agreements, and payments contained therein.


Jack L. Ronsko
Public Works Director

JLR:GER:dmw

Encl.

APPROVED:

HENRY A. GLAVES, City Manager

FILE NO.

AGREEMENT

THIS AGREEMENT entered into this 10th day of April, 1981, by and between PANAGIOTA ANAGNOS, hereinafter called Grantor, and the CITY OF LODI, hereinafter called City.

WITNESSETH:

1. Grantor agrees to grant to the City and the City agrees to accept a deed of easement for that certain real property in the City of Lodi, County of San Joaquin, State of California, described as follows:

The West 17.00 feet of the East 37.00 feet; and the North 40.00 feet of the East 650.00 feet of the North one-half of the following described property:

Commencing at a point on the East boundary line of the Northwest quarter (NW 1/4) of Section six (6), in Township three (3) North Range seven (7) East, Mount Diablo Base and Meridian, twenty (20) rods South of the Northeast corner of said Quarter section and running thence South along said boundary line sixty (60) rods; thence Westerly eighty (80) rods on a line parallel with the North line of said Quarter section; thence North sixty (60) rods; thence East eighty (80) rods to the point of beginning.

Commonly known as 17789 No. Cluff Avenue, together with an easement for construction purposes more particularly described as follows:

The South 20.00 feet of the North 60.00 feet of the East 650.00 feet of the following described property:

Commencing at a point on the East boundary line of the Northwest Quarter (NW 1/4) of Section six (6), in Township three (3) North of Range seven (7) East, Mount Diablo Base and Meridian, twenty (20) rods South of the Northeast corner of said Quarter section and running thence South along said boundary line sixty (60) rods; thence Westerly eighty (80) rods on a line parallel with the North line of said Quarter section; thence North sixty (60) rods; thence East eighty (80) rods to the point of beginning.

Said construction easement to expire upon the date that the drainage facilities constructed adjacent to this easement are accepted for maintenance by the City Council of the City of Lodi, but no later than December 31, 1981.

2. City agrees to pay Grantor the sum of \$5400.00 for the permanent and construction easement above described, when Grantor has transferred to City an Easement Deed for the above described easement.

3. City agrees, in addition to the cash consideration, at no expense to the Grantor to:

- a. Replace existing irrigation facilities disturbed during construction or remove entirely and place 1-1/2" vent pipe at nearest irrigation valve outside permanent easement, at Grantor's option.
- b. Level all disturbed areas and subsoil same to a depth of 18".
- c. Wood from all trees is property of Grantor and Grantor shall be notified a minimum of one week prior to any clearing in order to provide an opportunity to remove any such wood. After notification and one week waiting period, Grantor shall have no further claim on such wood.

4. City agrees to pay all title, escrow and recording fees.

5. Both parties agree to recording of the deed.

6. 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.

7. City shall assume liability for any damage to said property caused by the City's possession or use of said easements.

8. This Agreement is binding on the heirs, executors, administrators, and assigns of the parties hereto.

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, City Manager

Panagiota Anagnos
Panagiota Anagnos

Attest:

Alice M. Reimche, City Clerk

NE Cor & NW 1/4 of Section 6, T5N, R6E



1" = 200'

80 Rods

Perm. Public Utility Easement

40'

20'

Vineyard

Temp. Const. Easement

N 1/2

Dwg. [hatched box]

Cherry Orchard

Vineyard

CLIFF ROAD

60 Rods

S 1/2

17'

Vineyard

80 Rods

40'

P. ANAGNOS

AGREEMENT

THIS AGREEMENT entered into this 10th day of April, 1981, by and between LEO ANAGNOS and CALLY ANAGNOS, his wife, hereinafter called Grantor, and the CITY OF LODI, hereinafter called City.

WITNESSETH:

1. Grantor agrees to grant to the City and the City agrees to accept a deed of easement for that certain real property in the City of Lodi, County of San Joaquin, State of California, described as follows:

The West 17.00 feet of the East 37.00 feet of the South one-half of the following described property:

Commencing at a point on the East boundary line of the Northwest quarter (NW 1/4) of Section six (6), in Township three (3) North Range seven (7) East, Mount Diablo Base and Meridian, twenty (20) rods South of the Northeast corner of said Quarter section and running thence South along said boundary line sixty (60) rods; thence Westerly eighty (80) rods on a line parallel with the North line of said Quarter section; thence North sixty (60) rods; thence East eighty (80) rods to the point of beginning.

2. City agrees to pay Grantor the sum of \$2,000 for the easement above described, when Grantor has transferred to City an Easement Deed for same.

3. City agrees, in addition to the cash consideration, at no expense to the Grantor to:

- a. Replace existing Irrigation facilities disturbed during construction.
- b. Level all disturbed areas and subsoil same to a depth of 18".
- c. Power poles placed in the easement will be placed in line with existing vine rows.
- d. Notify Grantor a minimum of one week prior to any clearing to provide Grantor an opportunity to remove any wood from trees. After notification and one week waiting period, Grantor shall have no further claims on such wood.

4. Grantor agrees, at no additional cost to City, to remove one additional row of grape vines, parallel to Cluff Avenue, if in the opinion of Grantor, such removal becomes necessary because of cultural practices necessary during the construction period.

5. City agrees to pay all title, escrow and recording fees.

6. Both parties agree to recording of the deed.

7. City shall assume liability for any damage to said property caused by the City's possession or use of said easement.

8. 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.

9. This Agreement is binding on the heirs, executors, administrators, and assigns of the parties hereto.

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, City Manager

Leo Anagnos
Leo Anagnos

Attest: _____
Alice M. Reimche, City Clerk

Cally Anagnos
Cally Anagnos

NE Cor & NW 1/4 of Section 6, T5N, R6E



1" = 200'

80 Rods

Perm. Public Utility Easement

40'

20'

Vineyard

Temp. Const. Easement

N 1/2

Dwg. [Symbol]

Cherry Orchard

CLIFF ROAD

60 Rods

Vineyard

Permanent Public Utility Easement

17'

Vineyard

80 Rods

40'

L. ANAGNOS