



CITY OF LODI

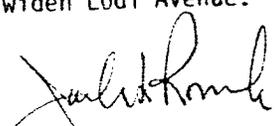
PUBLIC WORKS DEPARTMENT

COUNCIL COMMUNICATION

TO: City Council
FROM: City Manager
MEETING DATE: April 15, 1987
AGENDA TITLE: Approve Agreement Regarding Encroachment Into Right-of-Way
at 230 S. Cherokee Lane

RECOMMENDED ACTION: That the City Council approve the agreement regarding the building encroachment into City right-of-way and authorize the City Manager and City Clerk to sign this agreement.

BACKGROUND INFORMATION: The owner of 230 S. Cherokee Lane has submitted plans for remodeling his building. Prior to the issuance of the building permit, the Public Works Department required that additional right-of-way be dedicated on Lodi Avenue. This dedication resulted in the existing building encroaching into the right-of-way. The owner has signed an agreement with the City indicating that he will relocate the building should more than 50% of the building be destroyed. The agreement also indicates that the City will modify the building in the new right-of-way when the City decides to widen Lodi Avenue.


Jack L. Ronsko
Public Works Director

JLR/WF/ma

APPROVED:


THOMAS A. PETERSON, City Manager

FILE NO.

April 7, 1987

CCHEROK2/TXTW.02M

AGREEMENT

This Agreement entered into this _____ day of _____, 198____, between the CITY OF LODI, hereinafter called "City" and _____ hereinafter called "Owner."

W I T N E S S E T H

Owner owns the property located at 230 South Cherokee Lane, Lodi, California, described as a portion of Lot 5, Lodi Trotting Park, as recorded Feb. 10, 1891 in Book of Maps, Vol. 2, page 70, San Joaquin County Records.

City and Owner agree as follows:

1. Owner is dedicating by separate instrument the necessary land for the future widening of Lodi Avenue.
2. City acknowledges and agrees that it is City's responsibility to modify the buildings presently in the newly dedicated right-of-way at such time that City desires to widen Lodi Avenue and agrees to modify the buildings at City's cost at such time as City deems it necessary to so widen said street in such a manner that the dining capacity is not decreased, a drive-through window can still be accommodated, and the number of parking spaces will not be less than ten (10).
3. Owner acknowledges that in the event the buildings presently in the newly dedicated right-of-way are intentionally demolished or damaged or partially destroyed by fire or any other calamity or act of God to the extent of more than fifty percent of its reasonable value at that time, no repairs or reconstruction shall be made, unless every portion of such building is made to conform to all regulations of the district in which it is located.

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

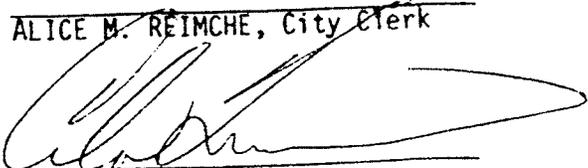
CITY OF LODI, A Municipal Corporation

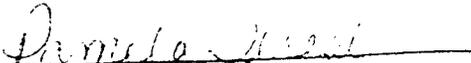
By:

THOMAS A PETERSON, City Manager

Attest

ALICE M. REIMCHE, City Clerk


CARMELO TERESI, Owner


PAMELA TERESI, Owner