

CITY COUNCIL MEETING

APRIL 20, 1983

Pg 410

AMENDED AGREEMENT
FOR WELL 17 SITE
APPROVED

Agenda item - k-5 - Approve Amended Agreement for Well 17 Site was introduced by City Attorney Stein. A copy of the subject agreement was presented for Council's approval and was highlighted by the City Attorney.

Following discussion, Council, on motion of Mayor Pro Tempore Snider, Reid second, approved the subject agreement and authorized the City Manager and the City Clerk to execute the agreement on behalf of the City.

CC27

CITY COUNCIL

EVELYN M. OLSON, Mayor
JOHN R. (Randy) SNIDER
Mayor Pro Tempore
ROBERT C. MURPHY
JAMES W. PINKERTON, Jr.
FRED M. REID

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
POST OFFICE BOX 320
LODI, CALIFORNIA 95241
(209) 334-5634

FU 4/20
HENRY A. CLAVES, Jr.
City Manager
ALICE M. REIMCHE
City Clerk
RONALD M. STEIN
City Attorney

May 2, 1983

Mr. Stewart C. Adams, Jr.
Mertz, Adams, Horstmann & Funke
Professional Corporation
121 West Pine Street
Lodi, CA 95240

Dear Mr. Adams:

Enclosed herewith please find a fully executed copy of the Amended Agreement for the Well 17 site which was approved by the Lodi City Council at its April 20, 1983 meeting.

The original has been forwarded to the San Joaquin County Recorder for recordation and the recordation information will be forwarded to you when it is received.

If you have any questions, please do not hesitate to call.

Very truly yours,

Alice M. Reimche
Alice M. Reimche
City Clerk

AMR:jj
1 enc

City Clerk

221 West Pine St.
Lodi, CA 95240

AGREEMENT

THIS AGREEMENT made and entered into this 5th day of April, 19 83, by and between the CITY OF LODI, a municipal corporation, hereinafter called First Party, and STEWART C. ADAMS, JR. and ROSE V. ADAMS, his wife, hereinafter called Second Party.

1. Second Party is the owner of Lot 72, as shown upon the map of Sunwest, Unit No. 2, and the First Party is the owner of the parcel of the real property immediately to the south and adjacent thereto and situated at the corner of Evert Court and Vine Street, all as shown on the plat attached hereto as Exhibit "A" entitled "Well No. 17" attached hereto and by this reference made a part hereof.

2. The property covered by this Agreement is the area that is cross-hatched on said Exhibit "A", indicating "Subject Area".

3. First Party hereby gives Second Party the right to use and occupy the subject area on a year-to-year basis, subject to the terms and conditions herein set forth.

4. Second Party agrees to pay First Party the annual sum of \$1.00 per year on July 1 with the understanding that this Agreement shall continue from July 1 to July 1 of each year and shall be automatically extended on a year-to-year basis until terminated as hereinafter provided.

5. Second Party may forthwith construct and maintain upon the leased premises such portion of Second Party's proposed swimming pool facilities as is determined by Second Party.

6. In the event First Party shall hereafter determine to abandon Water Well Site No. 17 as a municipal water supply pumping station, and elect to sell the subject property, First Party shall notify Second Party, in writing, of its intention so to do. Said property shall then and thereupon be appraised by an independent real estate appraiser mutually agreeable to First Party and Second Party, at the equal expense of the parties; Second Party shall then have the first right and option to purchase the subject property from First Party for the appraised "bare lot" value, in cash, within sixty (60) days of receipt of said appraisal. First Party, upon purchase by Second Party of the subject property, shall forthwith properly seal and cap the existing Water Well, remove First Party's improvements, and restore said property to a buildable site.

7. In the event Second Party shall elect not to purchase the subject property at the appraised value within said sixty-day period, First Party may sell the same to any person or party on such terms and conditions as First Party shall deem proper and meet. Upon sale of the subject property by First Party to a party other than Second Party, First Party shall forthwith notify Second Party in writing of the name and address of the purchaser.

8. In the event Second Party cannot come to an agreement with the purchaser for continued use of the leased premises, or such portion thereof improved with Second Party's swimming pool facilities, within sixty (60) days of receipt of notice of the name and address of the purchaser, Second Party shall forthwith remove the swimming pool facilities from the leased premises at Second Party's sole cost and expense, and surrender possession of the leased premises to the purchaser.

9. Second Party shall indemnify and hold First Party free and harmless from and/or against any suit, action, claim or demand arising out of the injury to any person in or about the leased premises, caused by any act or admission of Second Party, their servants, agents, employees, licensees and invitees, or caused by any defect in or about said leased premises, whether due to the negligence of Second Party or otherwise, Second Party hereby acknowledging that all dangerous places and defects on said premises are known, and are to be made secure and kept in such condition by Second Party. Second Party shall obtain and pay the premium for a policy of insurance covering injuries to persons or property in or about the leased premises, with limits of not less than \$300,000.00 for injuries to persons or damages to property. Said policy or policies shall be kept and maintained in full force and effect by Second Party during the term of this lease, and said policy or policies shall have an endorsement thereto attached naming First Party as an additional insured. Second Party shall deliver to First Party a copy of any such policy or policies or a certificate indicating coverage under said policy or policies.

10. This Agreement may be assigned by Second Party to any successor/owner of Lot 72 without the prior written consent of First Party, provided, however, that the said successors, heirs, or assigns shall agree to be bound by all of the terms, provisions and conditions of this Agreement.

11. In the event that any possessory interest tax is levied by the San Joaquin County Assessor's Office, the amount of said tax shall be paid by Second Party.

12. First Party and Second Party agree to the recording of this Agreement in the San Joaquin County Recorder's Office.

13. Upon the execution of this Agreement, the Agreement approved by the Lodi City Council on August 2, 1978 by and between First Party and Second Party to this Agreement, which allowed for utilization of said Well 17 property, is revoked.

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

FIRST PARTY

CITY OF LODI,
a municipal corporation

Henry A. Graves
Henry A. Graves, City Manager

SECOND PARTY

Stewart C. Adams, Jr.
Stewart C. Adams, Jr.

Rose V. Adams
Rose V. Adams

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

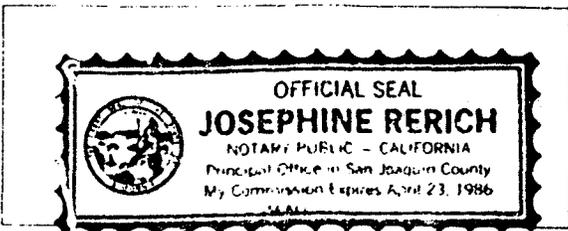
General

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

On April 5, 1983 before me, the undersigned, a Notary Public in and for said State, personally appeared STEWART C. ADAMS, JR. and ROSE V. ADAMS

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person S, whose name S are subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.
Signature Josephine Rerich
JOSEPHINE RERICH
Name (Typed or Printed)





CITY OF LODI

PUBLIC WORKS DEPARTMENT

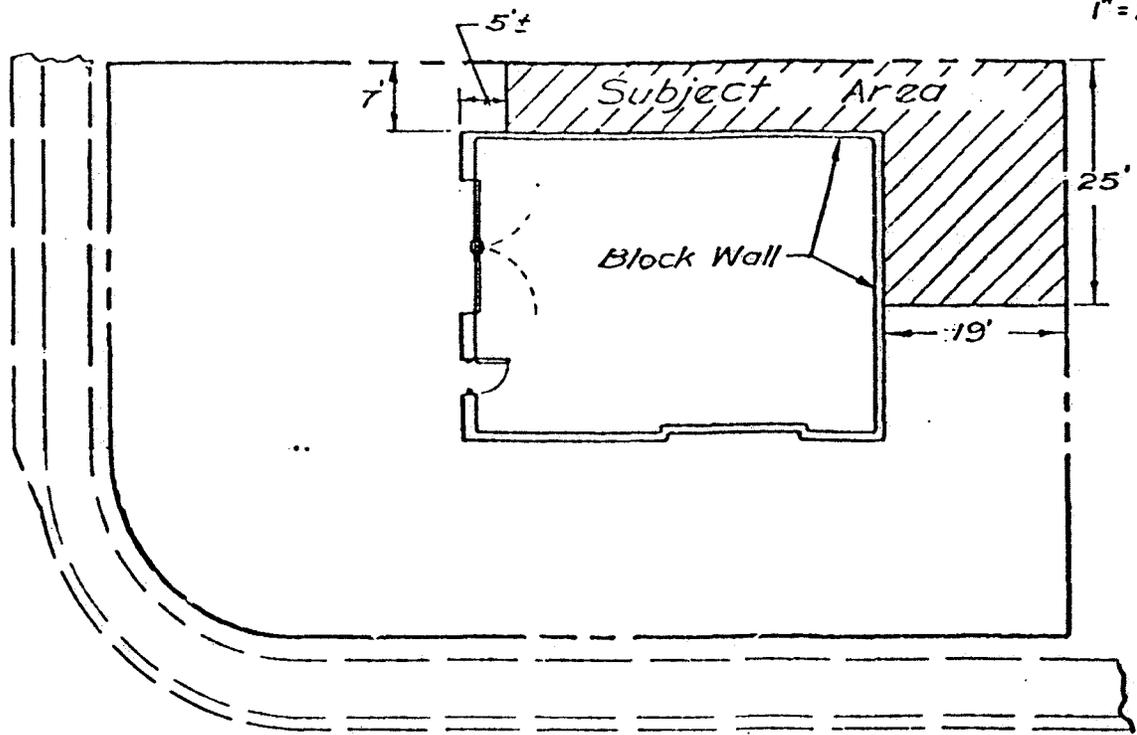
WELL NO. 17

LOT 72



1" = 20'

EVERY CT.



VINE ST.

Drawn <i>M.O.</i>	No.	Revised	By	Approved By
Checked				
Date				Public Works Director RCE 17509

EXHIBIT "A"

1983 MAY 16 .PH 2: 10

When recorded return to
City Clerk
City of Lodi
221 W. Pine

AGREEMENT

RECORDED AT REQUEST OF
CITY SHOWN

THIS AGREEMENT made and entered into ~~this 5th~~ day of April, 1983, by and between the CITY OF LODI, a municipal corporation, hereinafter called First Party, and STEWART C. ADAMS, JR. and ROSE V. ADAMS, his wife, hereinafter called Second Party.

1. Second Party is the owner of Lot 72, as shown upon the map of Sunwest, Unit No. 2, Vol. 22, page 28, San Joaquin County Book of Maps and Plats, and the First Party is the owner of the parcel of the real property immediately to the south and adjacent thereto and situated at the corner of Evert Court and Vine Street, San Joaquin County Official Records, Book 3705, page 395, all as shown on the plat attached hereto as Exhibit "A" entitled "Well No. 17", attached hereto and by this reference made a part hereof.

2. The property covered by this Agreement is the area that is cross-hatched on said Exhibit "A", indicating "Subject Area".

3. First Party hereby gives Second Party the right to use and occupy the subject area on a year-to-year basis, subject to the terms and conditions herein set forth.

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Henry N. Graves, City Manager

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