

CITY COUNCIL MEETING

May 6, 1981

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DEVELOPMENT
AGREEMENT
FOR 330 N. CLUFF
AVENUE APPROVED

COUNCIL APPROVED THE DEVELOPMENT AGREEMENT FOR
330 N. CLUFF 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

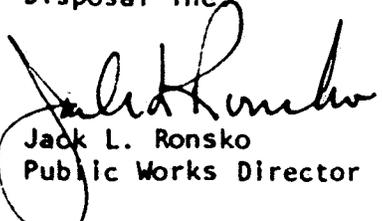
TO: City Council
FROM: City Manager
DATE: April 29, 1981
SUBJECT: Development Agreement for 330 N. Cluff Avenue

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: ASA Investments, Inc., the Owners/developers of the property at 330 N. Cluff 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 area is being planned for development by Assessment District, it appears that the owner should have this option for development. The agreement is that developer will install the required improvements prior to occupancy, either by Assessment District or on his own if the District should fail to proceed with the work, and it is recommended that the agreement be approved.

This is similar to the agreement the City has entered into with California Waste Disposal Inc.


Jack L. Ronsko
Public Works Director

JLR/eeh

APPROVED:

HENRY A. GLAVES, City Manager

FILE NO.

DEVELOPMENT AGREEMENT

for the
IMPROVEMENT
of
330 N. Cluff Ave.
BY ASSESSMENT

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City," and ASA INVESTMENTS, a partnership, hereinafter referred to as "Developer."

RECITALS:

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

A portion of Lot three (3) of EDDLEMAN TRACT, according to the Official Map thereof filed for record in Vol. 1 of Maps, page 26, San Joaquin County Records, described as follows:

COMMENCING at an iron rod at the Northwest corner of said Lot three (3), also being a point in the East line of Cluff Avenue; thence South $0^{\circ} 38'$ West along the East line of said Cluff Avenue a distance of 17.00 feet to the true point of beginning of the herein described parcel of land; thence South $88^{\circ} 18'$ East a distance of 220.00 feet to the Northwest corner of that certain parcel of land conveyed to Clifford T. Davis, Jr., et ux, by Instrument recorded March 1, 1976 in Book 4090 of Official Records, page 486, San Joaquin County Records; thence South $2^{\circ} 01' 59''$ West along the West line of said Davis property a distance of 307.59 feet; thence North $85^{\circ} 14' 30''$ West 213.00 feet to a point in the West line of said Lot three (3), also being in the East line of said Cluff Avenue; thence North $0^{\circ} 38'$ East along the West line of said Lot three (3) a distance of 296.27 feet to the true point of beginning.

Also known as 330 N. Cluff Avenue, 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

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, all of the work and improvements normal to development with the City of Lodi, as required by City, under the direction and to the satisfaction of the Public Works Director. Said items to be constructed or installed as part of an assessment district currently being formed.

2. Building Permit Issuance: Subject to requirements of the Community Development Department, City will approve issuance of a building permit on subject property.
3. Failure of Assessment District to Form: Should the assessment district fail to award the bids or sell the bonds for the work by July 1, 1981, Developer shall by August 1, 1981, pay all required fees, enter into appropriate development agreement, post the necessary insurance and guarantee, and provide all other standard development items for the installation of all necessary improvements.
4. Building Occupancy: The City will not allow occupancy of any building or structure within the development until all offsite development improvements have been approved and accepted by the Public Works Department. If buildings are started prior to acceptance of the development improvements, it is the Developer's responsibility to inform all prospective purchasers that occupancy will not be permitted until said improvements are so accepted.
5. Recording: Both parties agree to the recording of this agreement.
6. Breach of Contract: In the event either party hereto breaches the terms, conditions and covenants of this Agreement, then the party prevailing in any suit to enforce the Agreement or to restrain the breach thereof, shall in addition to any other relief or damages awarded, be entitled to a reasonable attorney's fee and all costs of suit to be set and determined by any court of competent jurisdiction and added to any judgment obtained.
7. Binding Nature of Agreement: 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

ASA INVESTMENTS, a partnership

City Manager

Ken Anderson

Attest:

City Clerk

WERN & SUTHERLAND
his 21st day of July 1981
RESIDE AT 1710
EDMOND, (KING COUNTY) WA
BY COMMISSION
Edmund