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CITY COUNCIL MEETING
MAY 15, 1985

SOUTH HAM LANE
RIGHT-OF-WAY

The necessary documents for the right-of-way acquisition on South Ham Lane between Walnut Street and Elm Street were presented for Council's approval. Council was reminded that the City Council authorized the procurement of right-of-way for construction sometime ago. A copy of the agreement which covers this acquisition was presented for Council perusal.

COUNCIL AUTHORIZED THE CITY MANAGER AND THE CITY CLERK TO EXECUTE THE NECESSARY DOCUMENTS BETWEEN WILLARD H. TAKAHASHI AND THE CITY OF LODI COVERING THE RIGHT-OF-WAY ACQUISITION ON SOUTH HAM LANE BETWEEN WALNUT STREET AND ELM STREET.



CITY OF LODI

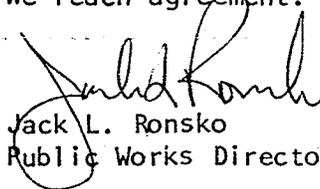
PUBLIC WORKS DEPARTMENT

COUNCIL COMMUNICATION

TO: City Council
FROM: City Manager
DATE: May 8, 1985
SUBJECT: South Ham Lane Right-of-Way

RECOMMENDED ACTION: That the City Council authorize the City Manager and City Clerk to execute any necessary documents for the right-of-way acquisition on South Ham Lane between Walnut Street and Elm Street.

BACKGROUND INFORMATION: The City Council authorized the procurement of right-of-way for construction sometime ago. The first of three parcels has been obtained at the appraisal cost as shown on the attached agreement. We recommend the approval of this agreement and that you authorize the City Manager and City Clerk to execute same for the City. At the same time, we recommend you authorize the City Manager and City Clerk to execute like agreements on other parcels as we reach agreement.



Jack L. Ronsko
Public Works Director

Attachment

JLR/GER/eeh

APPROVED:



THOMAS A. PETERSON, City Manager

FILE NO.

RIGHT-OF-WAY AGREEMENT

31 North Ham Lane

APN 035-110-06

THIS AGREEMENT entered into by and between WILLARD H. TAKAHASHI, hereinafter called Grantor, and the CITY OF LODI, hereinafter called City. In consideration of mutual covenants, terms and conditions herein contained, it is hereby mutually agreed that:

1. GRANTOR shall:

- A. Grant to the City a grant deed for that certain real property in the City of Lodi, County of San Joaquin, State of California, described as follows:

A portion of the Southwest Quarter of Section 2, T.3N.R.6E., M.D.B. & M., being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 13, WELLINGTON PARK, as filed for record August 4, 1953 in Volume 13, page 160, San Joaquin County Records; thence the following four courses; (1) N.0°38'00"W., 99.84 feet; (2) S. 89°41'50" E., 40.00 feet to a point in the East line of said Southwest Quarter; (3) S.0°38'00" E. along said East Line, 99.83 feet; (4) N.89°42'45", 40.00 feet to the point of beginning.

EXCEPT that portion in the County Road.

together with the right to enter onto the remaining property as necessary for the reconstruction and widening of Ham Lane.

2. CITY shall:

- A. Pay Grantor the sum of \$7,590 for the property above described when title is transferred to City free and clear of liens and encumbrances except unpaid current taxes, covenants, conditions, restrictions, and utility easements of record, if any.

1. This payment includes payment for the above described property and the following:

- a. Brick mowing strip
- b. Split rail fence
- c. Picket fence
- d. Lawn and sprinklers
- e. Concrete drive and walks
- f. Shrubs and bushes

- B. Pay all title, escrow and recording fees.
- C. Record the accompanying grant deed.
- 3. This agreement may be recorded.
- 4. Herein is set forth the whole of this agreement. The performances of this Agreement constitutes and shall relieve City of all further obligations or claims.
- 5. This agreement is binding on heirs, executors, administrators and assigns of the parties hereto.
- 6. In the event either party hereto breaches the terms, conditions and covenants of this Agreement then, the party prevailing in any suit to enforce this 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 judgement obtained.

IN WITNESS WHEREOF the parties have executed this Agreement this 17 day of April, 1985.

CITY OF LODI, A Municipal Corporation

By: _____
City Manager


Willard H. Takahashi

Attest: _____
Alice M. Reimche, City Clerk