

AGREEMENT WITH  
PANAGIOTA ANAGNOS  
APPROVED

A proposed agreement with Panagiota Anagnos was presented for Council's approval. Council was apprised that this agreement covers the acquisition of property along the Anagnos Turner Road frontage. It also grants the City an easement along the south side of the Turner Road right-of-way. Paragraph 6 of the agreement stipulates that the deed will not be recorded until the Turner Road and Cluff Avenue Assessment District No. 1 has been approved by the City Council. If the Assessment District should fail to form by December 31, 1981, this agreement and the offers of dedication shall become null and void.

COUNCIL APPROVED THE AGREEMENT WITH PANAGIOTA ANAGNOS 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

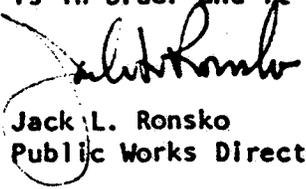
**TO:** City Council  
**FROM:** City Manager  
**DATE:** September 8, 1981  
**SUBJECT:** Agreement with Panagiota Anagnos

**RECOMMENDED ACTION:** That the City Council approve the agreement with Panagiota Anagnos and authorize the City Manager and City Clerk to sign on behalf of the City.

**BACKGROUND INFORMATION:** This agreement covers the acquisition of property along the Anagnos Turner Road frontage. It also grants the City an easement along the south side of the Turner Road right-of-way.

Paragraph 6 of the agreement stipulates that the deed will not be recorded until the Turner Road and Cluff Avenue Assessment District No. 1 has been approved by the City Council. If the assessment district should fail to form by December 31, 1981, this agreement and the offers of dedication shall become null and void.

This property was acquired at the request of the assessment district. Everything is in order and it is recommended that the agreement be approved.

  
Jack L. Ronsko  
Public Works Director

Attachment

JLR:SB:dmw

APPROVED:

HENRY A. GLAVES, City Manager

FILE NO.

AGREEMENT

THIS AGREEMENT entered into this <sup>2nd</sup> ~~10th~~ day of <sup>Sept.</sup> ~~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 grant deed for that certain real property in the City of Lodi, County of San Joaquin, State of California, described as follows:

All that portion of Section 6, Township 3 North, Range 7 East, Mount Diablo Meridian, described as follows:

Beginning at a point from which the Southeast corner of Parcel 3, as shown on that certain Parcel Map filed in Book 9 of Parcel Maps, Page 216, Official Records of San Joaquin County, bears North  $00^{\circ} 05' 15''$  East 40.01 feet distant; thence, from said point of beginning, South  $88^{\circ} 47' 56''$  East 305.00 feet; thence, South  $00^{\circ} 05' 15''$  West 69.43 feet; thence, along the arc of a tangent curve to the left, concave Westerly, having a radius of 30.00 feet subtended by a chord bearing North  $44^{\circ} 21' 20''$  West 42.01 feet; thence, North  $88^{\circ} 47' 56''$  West 296.35 feet; thence, North  $78^{\circ} 40' 34''$  West 227.58 feet; thence, South  $88^{\circ} 47' 56''$  East 244.04 feet to the point of beginning.

Commonly known as 17789 No. Cluff Avenue, together with a deed of easement more particularly described as follows:

All that portion of Section 6, Township 3 North, Range 7 East, Mount Diablo Meridian, described as follows:

Beginning at the Southeast corner of Parcel 4, as shown on that certain Parcel Map filed in Book 9 of Parcel Maps, Page 216, Official Records of San Joaquin County; thence, from said point of beginning, along the Southerly line of said Parcel Map, South  $88^{\circ} 47' 56''$  East 503.25 feet; thence, leaving said Southerly line South  $78^{\circ} 40' 34''$  East 227.58 feet; thence, South  $88^{\circ} 47' 56''$  East 296.35 feet; thence, along the arc of a tangent curve to the right, concave Southerly, having a radius of 30.00 feet, subtended by a chord bearing South  $44^{\circ} 21' 20''$  East 42.01 feet; thence, North  $89^{\circ} 54' 55''$  West, 5.00 feet; thence along the arc of a nontangent curve to the left, concave Southerly, having a radius of 25.00 feet, subtended by a chord bearing North  $44^{\circ} 21' 20''$  West, 35.01 feet; thence, North  $88^{\circ} 47' 56''$  West 775.44 feet; thence, along the arc of a tangent curve to the right, concave Northerly, having a radius of 795.00 feet, subtended by a chord bearing North  $79^{\circ} 06' 50''$  West 267.49 feet to a point in the Southerly line of said Parcel 4; thence, along said Southerly line, South  $88^{\circ} 47' 56''$  East 15.48 feet to the point of beginning.

2. City further agrees that street improvements as shown on City of Lodi Drawings 81D40 and 81D41 dated August 5, 1981, no revisions, will be installed without cost to the Grantor.

3. City further agrees that:

- a. One row of vines is to be removed along the Turner Road frontage and, if necessary, 25 vines in the second row can be removed;
- b. A berm approximately 6" above the existing ground will be constructed 5' south of the concrete and asphalt curbs along Turner Road;
- c. Poles along Turner Road will be placed in alignment with the north south vine rows and any necessary guy wires will be in the place of existing vines.

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

5. Grantee agrees to pay normal reimbursement costs for water and sewer at the time their property develops.

6. Both parties agree to the recording of the deeds when the Turner Road and Cluff Avenue Assessment District No. 1 has been approved by the City Council. If said Assessment District should fail to form by December 31, 1981, this agreement and the offers of grant deed and deed of easement shall become null and void.

7. 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.

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

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

*Panagiota Anagnos*  
Panagiota Anagnos

Attest: \_\_\_\_\_  
Alice M. Reimche, City Clerk