

CITY COUNCIL MEETING
OCTOBER 1, 1986

29

LELAND ACRES SUB-
DIVISION LANDSCAPING
AGREEMENT APPROVED

CC-46

A draft agreement with Mr. James L. Ehlers, developer of the Leland Acres Subdivision, providing for the installation and maintenance of landscaping in the area of the intersection of West Lodi Avenue and Lower Sacramento Road was presented for Council's perusal.

The Agreement provides for, among other things, the following:

- the developer, his assignee or transferee shall be responsible for the maintenance of the sprinkler system and landscaping
- if the above is not maintained, the City shall have the right to do so
- at such time as each lot is sold, the property owner assumes the obligation of participating in maintaining the sprinkler system and landscaping
- if the above is not maintained, the City shall have the right to do so, and the City shall have the right to file a lien against the property to recoup expenses
- the developer, his assignee or transferee agrees to enter into a landscape maintenance agreement with a landscape contractor for a period of five years and said

agreement shall be for the maintenance of the sprinklers and the landscaping

- the City shall have the right of approval of any landscape plan proposal

This places the responsibility for the on-going maintenance of the sprinkler system and landscaping on the owners of each of the lots in the subdivision upon termination of the five-year agreement with the landscape contractor.

On motion of Council Member Hinchman, Olson second, Council approved an agreement for planted areas in the Leland Acres Subdivision at West Lodi Avenue and Lower Sacramento Road and authorized the Mayor and City Clerk to execute the subject agreement on behalf of the City and directed that the subject agreement be recorded.

Council Member Pinkerton had left the Council Chambers and was not present for the vote.

COUNCIL COMMUNICATION

TO: THE CITY COUNCIL	DATE	NO.
FROM: THE CITY MANAGER'S OFFICE	October 1, 1986	
SUBJECT: LELAND ACRES SUBDIVISION LANDSCAPING		

PREPARED BY: City Manager

RECOMMENDED ACTION: That the City Council authorize the execution of an agreement with Mr. James L. Ehlers, developer of the Leland Acres Subdivision, providing for the installation and maintenance of landscaping in the area of the intersection of West Lodi Avenue and Lower Sacramento Road.

BACKGROUND INFORMATION: Leland Acres Subdivision is an eight-lot residential development at the southeast corner of West Lodi Avenue and Lower Sacramento Road. An attractive, serpentine brick wall has been constructed along the north and east perimeters of the subdivision. The developer wishes to install low-maintenance landscaping along this brick wall. The staff is in agreement with the developer that the installation of this landscaping will significantly enhance the overall appearance of this major intersection. The question has been how to achieve this goal without getting the City involved in an ongoing landscape maintenance program that more appropriately should be the responsibility of a homeowners' association. Since the homeowners' association approach is impractical now because of the time delay and expense involved, the attached agreement (Exhibit A) represents an alternate. This agreement provides for, among other things, the following:

- the developer, his assignee or transferee shall be responsible for the maintenance of the sprinkler system and landscaping
- if the above is not maintained, the City shall have the right to do so
- at such time as each lot is sold, the property owner assumes the obligation of participating in maintaining the sprinkler system and landscaping (Exhibit B)
- if the above is not maintained, the City shall have the right to do so, and the City shall have the right to file a lien against the property to recoup expenses
- the developer, his assignee or transferee agrees to enter into a landscape maintenance agreement with a landscape contractor for a period of five (5) years and said agreement shall be for the maintenance of the sprinklers and the landscaping
- the City shall have the right of approval of any landscape plan proposal

COUNCIL COMMUNICATION
LELAND ACRES SUBDIVISION LANDSCAPING
PAGE NO. TWO

This places the responsibility for the on-going maintenance of the sprinkler system and landscaping on the owners of each of the lots in the subdivision upon termination of the five-year agreement with the landscape contractor.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Thomas A. Peterson". The signature is written in dark ink and is positioned above the printed name.

Thomas A. Peterson
City Manager

TAP:jj

A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, 1986, by and between James L. Ehlers, DBA Lewis-Ehlers, a general partnership of the State of California, hereinafter called Developer; and the City of Lodi, a municipal corporation of the State of California, hereinafter called City.

WHEREAS, Developer is the owner of property described as Leland Tract No. 1994, as filed for record in Book of Maps and Plats, Volume 27, Page 50, San Joaquin County records. Said property is more commonly known as 300 Leland Court, Lodi, California (Assessor's Parcel No. 027-240-08), 301 Leland Court, Lodi, California (Assessor's Parcel No. 027-240-01), 308 Leland Court, Lodi, California (Assessor's Parcel No. 027-240-07), 309 Leland Court, Lodi, California (Assessor's Parcel No. 027-240-02), 316 Leland Court, Lodi, California (Assessor's Parcel No. 027-240-06), 317 Leland Court, Lodi, California (Assessor's Parcel No. 027-240-03), 324 Leland Court, Lodi, California (Assessor's Parcel No. 027-240-05, and 325 Leland Court, Lodi, California (Assessor's Parcel No. 027-240-04), hereinafter referred to as Leland Acres Subdivision; and

WHEREAS, as part of the subdivision work, a serpentine brick wall was installed on the exterior of the property within City of Lodi right-of-way; and

WHEREAS, as part of the installation of said brick wall, there is an area that could be landscaped, which area is within the City of Lodi right-of-way; and

WHEREAS, Developer is desirous of having said area landscaped; and

WHEREAS, City does not want to be responsible for the landscaping, sprinkler system, or landscape maintenance of said property;

NOW, THEREFORE, the parties agree as follows:

- 1) Developer or his assignee or transferee shall be responsible for the maintenance of the sprinkler system and landscaping fronting and within Parcels Nos. 1, 2, 3, 4, 5, 6, 7, and 8 of Ieland Tract No. 1994. Developer or his assignee or transferee agrees that if the sprinkler system and landscaping are not maintained, that the City of Lodi, after notice to Developer or his assignee or transferee, shall have the ability to maintain the sprinkler system fronting and within the above-described parcels, and the landscaping fronting the above-described parcels; and City shall have the right to file a lien against the property to recoup

expenses in so doing, and said lien shall be collectible by the San Joaquin County tax collector along with property owner's property taxes; and

- 2) Developer's, his assignee's or transferee's agreement with the property owners shall provide a clause stating that if the sprinkler system and landscaping are not maintained by said property owners, that the City of Lodi shall be a third party beneficiary of said agreement, and that City, after notice to the appropriate property owner, shall have the ability to maintain the sprinkler system and landscaping fronting said property, and City shall have the right to file a lien against the property to recoup expenses in so doing, and said lien shall be collectible by the San Joaquin County tax collector along with property owner's property taxes.

- 3) FURTHER, said Agreement shall provide that if the City is required to go to any court to enforce the agreement, that the City shall be able to collect reasonable attorney's fees from Developer, his assignee, or his transferee, and/or the property owners.

- 4) FURTHER, said agreement shall contain the property description of each parcel, namely, Lots Nos. 1, 2, 3, 4, 5, 6, 7, and 8 of Leland Tract No. 1994, as filed for record in Book of Maps and Plats, Volume 27, Page 50, San Joaquin County records, and said agreement shall be recorded with the San Joaquin County Recorder.

- 5) As to this Agreement between Developer and City, Developer or his assignee, or his transferee, agrees to enter into a landscape maintenance agreement with a landscape contractor for a period of five (5) years and said agreement shall be for the maintenance of the sprinklers and the landscaping of the aforementioned areas. The City of Lodi shall be furnished with a copy of said agreement and shall have the right of prior approval of any landscape plan for the aforementioned properties.

- 6) Developer, his assignee, or his transferee shall have no right to assign or transfer this Agreement or any part thereof without the prior written consent of the City Manager of the City of Lodi. Any transfer or assignment of this Agreement to the property owner of any of the herein-described parcels shall not relieve Developer, his assignee, or his transferee of the obligations hereunder.

- 7) Prior to any assignment or transfer of this agreement, Developer, his assignee or his transferee shall give the City of Lodi written notice of such assignment, and City shall be furnished with a copy of the proposed written assignment of this Agreement. Said written assignment shall be recordable with the San Joaquin County Recorder.

8) This Agreement shall be recorded with the San Joaquin County Recorder, and the conditions contained herein shall run with the land.

9) This Agreement shall be binding on Developer, his assignees, or transferees. heirs, executors, administrators, or successors.

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

CITY OF LODI, a municipal
corporation of the State of
California

By _____
FRED M. REID
MAYOR, CITY OF LODI

JAMES L. EHLERS, DBA
LEWIS-EHLERS, a general
partnership of the State
of California

By  _____
JAMES L. EHLERS
PARTNER

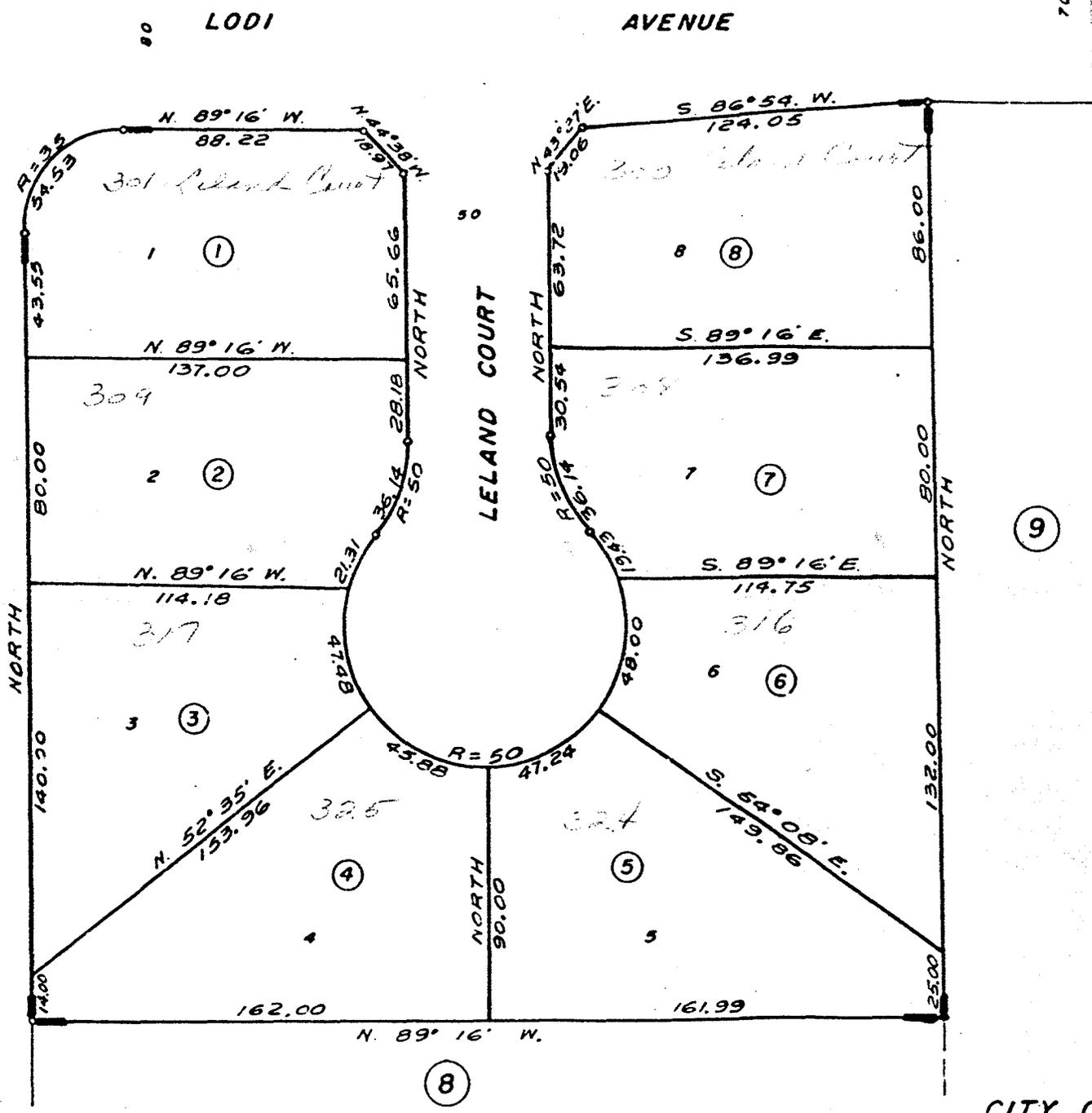
ATTEST:

ALICE M. REIMCHE
CITY CLERK

LELAND ACRES

Bk.
029

THIS MAP FOR
ASSESSMENT USE ONLY



NOTE - Assessor's Parcel Number Shown in Circles