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CITY COUNCIL MEETING

December 16, 1981

REQUEST FOR
DELAY OF PAY-
MENT FOR IMPROVE-
MENTS AT 1200
AND 1210 VICTOR
ROAD, LODI,
PURSUANT TO
AGREEMENT
DATED OCTOBER
17, 1980 WITH
MR. HOWARD
MEDLEN

Following introduction of the matter by City Attorney Stein, Council, on motion of Councilman Pinkerton, Hughes second, approved amended Agreement approving request for delay of payment for improvements at 1200 and 1210 Victor Road, Lodi pursuant to Agreement dated October 17, 1980 with Mr. Howard Medlen.

P-810

CITY COUNCIL

JAMES A. McCARTY, Mayor
ROBERT G. MURPHY, Mayor Pro Tem
RICHARD L. HUGHES
WALTER KATNICH
JAMES W. PINKERTON, Jr.

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CITY OF LODI
6

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

HENRY A. GLAVES, Jr.
City Manager

ALICE M. REIMCHE
City Clerk

RONALD M. STEIN
City Attorney

December 2, 1981

Mr. W. Howard Medlen
1200 Victor Road
Lodi, California 95240

Re: Agreement with City of Lodi dated October 17, 1980

Dear Mr. Medlen:

Enclosed herewith please find a copy of the above-referenced Agreement between yourself and the City of Lodi covering property located at 1200 Victor Road and 1210 Victor Road.

This letter will serve as a reminder to you that the third payment under the October 17, 1980 agreement was due and payable on December 1, 1981 in an amount of \$4,570.00.

It will be appreciated if you will please forward the amount due the City as per the agreement at your earliest convenience.

If you have any problem or question in this regard, please do not hesitate to contact the undersigned. Thank you.

Sincerely yours,

RONALD M. STEIN
CITY ATTORNEY

RMS:vc

enclosure

cc Finance

1980 NOV -4 PM 12: 15

RECORDED AT REQUEST OF

CITY OF LODI

FEE 54

City of Lodi
221 E Pine
Lodi Ca 95240

A G R E E M E N T

THIS AGREEMENT, made and entered into this 17th day of Oct, 1980, by and between the City of Lodi, a municipal corporation, hereinafter called "City", and William Howard Medlen, hereinafter called "Developer".

WHEREAS, Developer was the owner of that certain real property known as 1200 Victor Road and 1210 Victor Road, situate in the City of Lodi, County of San Joaquin, State of California, described as follows:

ASSESSOR PARCELS NOS. 049-050-39 AND 049-050-40; and

WHEREAS, Developer filed a parcel map in October 1975 officially splitting the above two parcels, namely filed October 7, 1975 Book: 2 of Parcel Maps, page 67, San Joaquin County.

WHEREAS, Developer guaranteed the required off-site improvement on Parcels A and B as shown on ~~shown on Exhibit C~~ (City of Lodi Drawing 75D28) by Agreement dated October 8, 1980; and

WHEREAS, the City desires the installation of the required off-site improvements on Victor Road at this time; and

WHEREAS, Developer desires to pay the City of Lodi for the costs of the installation of the required off-site improvements on Victor Road;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, Developer and City do hereby agree as follows:

- (1) City agrees to install or have installed the Victor Road improvements as shown on ~~Exhibit A~~ (City of Lodi Drawing 75D28) in conformance with City standards;
- (2) Developer agrees to pay and/or reimburse City for the costs of the improvements as well as construction staking on Victor Road in the amount of \$8,570.00. Said amount is to be paid as hereinafter set forth:
 - (a) \$2,500.00 due and payable on the date of the execution of this Agreement;
 - (b) \$1,500.00 due and payable on December 1, 1980;
 - (c) \$4,570.00 due and payable on December 1, 1981.

In the event that reimbursement is paid to City within the dates set forth herein, Developer shall not be obligated to pay City any interest on the amount of actual costs initially incurred by City in installing or having installed said required improvements. In the event, however, that any amount which is due and payable to City and has not, in fact, been paid on the dates set forth herein, then interest shall commence to run on the balance due and owing City at the

current interest rate per annum from and after the due date thereof and shall continue until said amount is paid to City.

- (3) In the event that Developer does not pay the amounts as set forth herein on the dates set forth herein, then City is hereby authorized to file suit against Developer, its heirs, successors and assigns for the costs incurred in installing the improvements as well as for attorney's fees incurred in connection with such litigation and for the collection of the monies and interest due on said monies as set forth in paragraph 2 above.

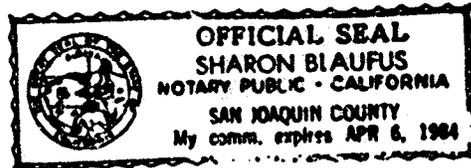
- (4) Developer agrees that in the event of the sale of all or any portion of the parcel known as 1200 Victor Road, that the purchaser shall be given a copy of this Agreement so that purchaser will be apprised of their obligations and responsibilities hereunder and a statement to that effect shall be delivered to City at the time of the close of escrow.

State of California)
County of San Joaquin) ss

80074782

On this 17th day of October, in the year one thousand nine hundred and 80, before me, Sharon Blaufus, a Notary Public, State of California duly commissioned and sworn, personally appeared Henry A. Glaves and Alice M. Reimche known to me to be the City Manager and City Clerk, of the public body described in and that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of the public body therein named, and acknowledged to me that such public body executed the same.

WITNESS my hand and official seal Sharon Blaufus
Notary Public in said State



Jack L. Fonsko
Public Works Director
221 West Pine Street
Lodi, California 95240

Notices required to be given to Developer shall be
addressed as follows:

Mr. W. Howard Medlen
1200 Victor Road
Lodi, California 95240

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

Approved by action of the City Council of the City of Lodi on

10/1/80, 1980.

CITY OF LODI, a municipal corporation DEVELOPER

By: Henry A. Graves
Henry A. Graves, City Manager

By: Howard Medlen
William Howard Medlen
aka Howard Medlen

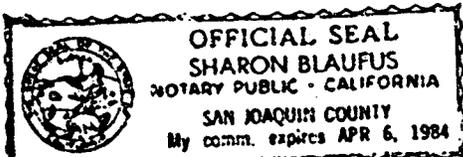
Attest: Alice M. Reimche
Alice M. Reimche, City Clerk

STATE OF CALIFORNIA,

County of San Joaquin
On this 17th day of October in the year one thousand nine
hundred and eighty before me, Sharon Blaufus
a Notary Public, State of California, duly commissioned and sworn, personally appeared
Howard Medlen

known to me to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the San Joaquin County of San Joaquin the day and year in this
certificate first above written.



221 W. Pine Street, Lodi, CA 95240

Sharon Blaufus
Notary Public, State of California.

CITY COUNCIL

JAMES A. McCARTY, Mayor
ROBERT G. MURPHY, Mayor Pro Tem
RICHARD L. HUGHES
WALTER KATNICH
JAMES W. PINKERTON, Jr.

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
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(209) 334-5634

HENRY A. GLAVES, Jr.
City Manager

ALICE M. REIMCHE
City Clerk

RONALD M. STEIN
City Attorney

December 21, 1981

Mr. W. Howard Medlin
1200 Victor Road
Lodi, CA 95240

Re: Agreement with the City of Lodi dated December 17, 1980

Dear Mr. Medlin:

Enclosed please find an original and one copy of an amendment to the aforementioned agreement delaying payment for improvements at 1200 and 1210 Victor Road, Lodi, which amendment was approved by the Lodi City Council at its regular meeting of December 16, 1981.

Please execute both copies and return same to this office in the enclosed self-addressed envelope. Upon receipt we will execute the amendments and return a fully executed copy to you.

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

Very truly yours,

Alice M. Reimche
Alice M. Reimche
City Clerk

AR:dg

Enc.

AMENDMENT TO AGREEMENT

WHEREAS, an Agreement was entered into on October 17, 1980 by and between the City of Lodi, a municipal corporation, hereinafter referred to as "City", and William Howard Medlen, hereinafter referred to as "Developer", for certain improvements and construction staking at 1200 Victor Road and 1210 Victor Road, Lodi, California; and

WHEREAS, City and Developer desire to amend said Agreement entered into October 17, 1980;

NOW, THEREFORE, said Agreement entered into on October 17, 1980 is amended as follows:

1. Paragraph 2 of Page 2 of said Agreement is hereby amended and shall read as follows:

- (2) Developer agrees to pay and/or reimburse City for the costs of the improvements as well as construction staking on Victor Road in the amount of \$8,570.00. Said amount is to be paid as hereinafter set forth:

- (a) \$2,500.00 due and payable on the date of the execution of this Agreement;

- (b) \$1,500.00 due and payable on December 1, 1980;

(c) \$2,000.00 due and payable December 1, 1981; and

(d) \$2,570.00 due and payable on December 1, 1982 plus interest at the rate of 10.00% from December 1, 1981 until said amount is paid.

2. All other provisions of the Agreement entered into October 17, 1980 shall remain in effect during the term of said Agreement.
3. Both parties agree to the recording of this Amendment to Agreement with the San Joaquin County Recorder.
4. This Amendment to Agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 19_____.

Approved by action of the City Council of the City of Lodi on _____, 19_____.

CITY OF LODI, a municipal corporation

DEVELOPER

By _____
Henry A. Graves, City Manager

By _____
William Howard Medlen
aka Howard Medlen

Attest:

Alice M. Reimche, City Clerk