

RESOLUTION NO. 3857

AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN
THE CITY OF LODI AND GRAND AUTO, INC.

RESOLVED, that the City Council of the City of Lodi does hereby ratify and approve agreement dated the 12th day of December, 1973, a copy of which Agreement is attached hereto; and hereby authorizes the City Manager of the City of Lodi to execute said Agreement on behalf of the City.

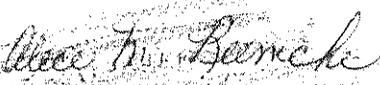
Dated: December 12, 1973

I hereby certify that Resolution No. 3857 was passed and adopted by the City Council of the City of Lodi in an adjourned meeting held December 12, 1973 by the following vote:

Ayes: Councilmen - Ehrhardt, Katnich, Pinkerton, and Schaffer

Noes: Councilmen - None

Absent: Councilman Hughes


Alice M. Reimche
City Clerk

A G R E E M E N T

THIS AGREEMENT entered into this 12th day of December, 1973, by and between GRAND AUTO, INC., hereinafter called Grantor, and the CITY OF LODI, hereinafter called City;

W I T N E S S E T H:

1. Grantor agrees to grant to the City and the City agrees to accept a Grant Deed for that certain real property on Lodi Avenue and Hutchins Street in the City of Lodi, County of San Joaquin, State of California, described in Exhibit "A" hereto attached and incorporated herein by reference and as shown on Map attached hereto as Exhibit "B" and incorporated herein by reference.

2. City agrees to pay Grantor the sum of \$10,500.00 for the property above described when title is transferred to City free and clear of liens and encumbrances except 1973-74 taxes and utility easements of record, if any.

3. City has, pursuant to an Order of Immediate Possession entered by the Superior Court of the State of California, County of San Joaquin, made certain improvements, consisting of the widening of Lodi Avenue and Hutchins Street. City has removed and replaced the existing curb, gutter, sidewalk, street paving, and three driveways in the area described in Exhibits "A" and "B" hereto attached and has conformed yard paving to the new sidewalk. Grantor agrees that said improvements have been properly made and installed and City agrees that said improvements are to be at no expense to the Grantor.

4. Both parties understand and agree that included in the amount payable under Paragraph 2 above is payment in full to compensate Grantor for the expense of removing or relocating the following improvements.

(a) Pole-mounted sign and electrical

connections on Lodi Avenue; and,

(b) Wooden barrier between parking lot and public sidewalk outside of the area described above.

5. Both parties hereto agree that there shall be no proration of taxes, but that City will cause future tax assessments as to the property herein described to be cancelled.

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

7. Both parties agree to recording of the Deed.

8. The parties hereto agree that, upon close of escrow, the City of Lodi will dismiss condemnation proceeding number 112372, now pending in the Superior Court of the State of California, for the County of San Joaquin. Grand Auto, Inc. agrees and stipulates that the City of Lodi may make application to the San Joaquin Superior Court for release of the security deposit referred to in the Order of Immediate Possession in the sum of \$7,600.00.

9. Both parties agree that they have set forth herein the whole of their Agreement. The performance of this Agreement constitutes the entire consideration and shall relieve City of all further obligation or claims.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year hereinabove written.

GRAND AUTO, INC., a Corporation

By: George J. Santomaso *President*

By: R. W. Slifer *Secretary*

CITY OF LODI, a Municipal Corporation

By: Henry A. Glaves, Jr.
HENRY A. GLAVES, JR.
City Manager

A portion of Lots 1, 2, 3, 4, 5, and 10 in Block 1, STURLA SCHOOL ADDITION, as shown upon map filed for record April 6, 1920 in Volume 10, Page 6, Book of Maps and Plats, San Joaquin County Records, being more particularly described as follows:

Beginning at the Northwest corner of Lot 1 of said STURLA SCHOOL ADDITION; thence North $86^{\circ} 23'$ East along the North line of Lots 1, 2, 3, 4, and 5, 270.00 feet to the Northeast corner of Lot 5; thence South $3^{\circ} 50'$ West, along the East line of Lot 5, 30.56 feet; thence 17.01 feet along a curve to the left, said curve having a radius of 10.00 feet, a central angle of $97^{\circ} 27'$ and a long chord which bears North $44^{\circ} 53' 30''$ West; thence South $86^{\circ} 23'$ West, parallel to the North line of Section 12, Township 3 North, Range 6 East, and 44.00 feet South of, as measured perpendicular to, said North line, 231.33 feet; thence 25.63 feet along a curve to the left, said curve having a radius of 17.00 feet, a central angle of $86^{\circ} 23'$ and a long chord which bears South $43^{\circ} 11' 30''$ West, thence South, parallel to the West line of said Section 12 and 40.00 feet East of, as measured perpendicular to, said West line 154.53 feet; thence South $86^{\circ} 23'$ West, 10.01 feet to the West line of Lot 10 of said STURLA SCHOOL ADDITION; thence North, along the West line of said Lot 10 and Lot 1, 189.53 feet to the point of beginning.

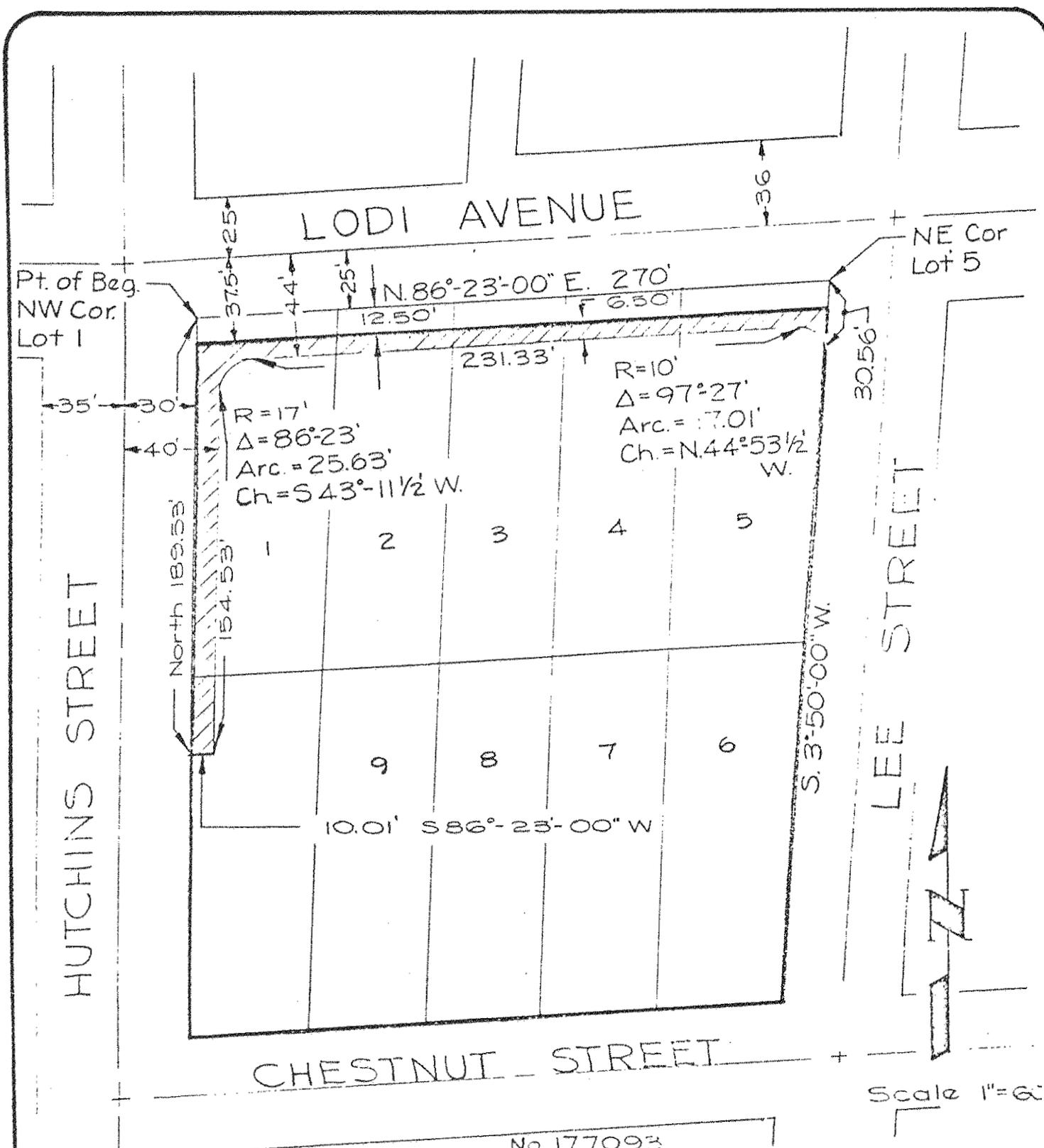
EXCEPT from said Lots 1, 2, 3, 4, and 5 of the North $12\frac{1}{2}$ feet, as conveyed to the City of Lodi, by deed recorded March 5, 1951, in Vol. 1337 of Official Records, Page 37, San Joaquin County Records.



CITY OF LODI

PUBLIC WORKS DEPARTMENT

GRAND AUTO INC.



Scale 1"=6'

No. 177093

Drawn	J.O.	No	Revised	By	Approved By
Checked					
Date	JAN. 21, '72	1	11-B-73	DM	Public Works Director RCE 10720