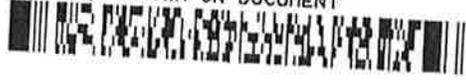


Doc #: 2016-100791
08/26/2016 11:56:42 AM
Page: 1 of 5 Fee: \$0
Steve J. Bestolarides
San Joaquin County Recorders
Paid By: SHOWN ON DOCUMENT



WHEN RECORDED, RETURN TO:
City Clerk
City of Lodi
221 West Pine Street
Lodi, CA 95240

IMPROVEMENT DEFERRAL AGREEMENT ADDENDUM No. 2

1230 South Central Avenue
(APN 047-280-01)

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, a municipal corporation, hereinafter referred to as "City" and the NORTHERN CALIFORNIA CONFERENCE ASSOCIATION OF THE SEVENTH-DAY ADVENTISTS, a California corporation, hereinafter referred to as "Owner" (collectively "Parties").

RECITALS:

Owner is the owner of that certain real property situated in the City of Lodi, County of San Joaquin, known as 1230 S. Central Avenue (APN 047-280-01) (the "Property") and described as follows:

Lots Numbers ten (10), eleven (11), sixteen (16) and seventeen (17) in the Lodi Barnhart Tract, according to the official map of said tract filed for record November 5th, 1906, at 3:05 o'clock P.M., in the office of the County Recorder of said County of San Joaquin.

WHEREAS, the Parties entered into an Improvement Deferral Agreement, dated August 6, 1986, recorded as Instrument No. 86074204 with the San Joaquin County Recorder ("Agreement"), which Agreement covers the responsibilities of Owner regarding installation of off-site public improvements along the Poplar Street frontage of the Property; and

WHEREAS, the Parties entered into an Addendum of the Agreement, dated January 15, 1996, recorded as Instrument No. 96013793, with the San Joaquin County Recorder ("Addendum"), which in part extended the deferral for the installation of the public improvements along the Poplar Street frontage of the Property to December 31, 2010; and

WHEREAS, Owner submitted Building Application #20161430 to City to allow a tenant improvement to an existing building on the Property triggering installation of public improvements along the Poplar Street frontage, required as a condition of permit issuance in accordance with existing City ordinances and policies regarding off-site improvements as set forth in Title 15, Chapter 15.44 of the Lodi Municipal Code. Required improvements include, but are not limited to, the installation of concrete curb, gutter and sidewalk in accordance with the City's Standard Plans and Specifications; and

WHEREAS, Owner is desirous of complying with existing City ordinances and policies regarding off-site improvements, Owner requests that the frontage improvements on Poplar Street be deferred.

012

IT IS AGREED by the Parties hereto as follows:

1. City agrees that the installation of the public improvements along the Poplar Street frontage of the Property need not be made as a condition of Building Application #20161430 and Owner agrees that the public improvements on Poplar Street frontage, described in the Addendum, will be completed and applicable fees paid to City no later than December 31, 2026.
2. Owner acknowledges that City has authority to give the Owner written notice to complete the public improvements along the Poplar Street frontage at any time before December 31, 2026. In the event of such notice, Owner agrees to undertake the design and construction of the required frontage improvements within 30 days after written notice is given by the City, pay applicable fees to City, and complete the required improvements within 120 days from the date of notice.
3. This Addendum No. 2 shall run with the land and be binding on the Owner, its heirs, successors or assigns.
4. If Owner fails to complete the required public improvements as described in the Addendum, or make the fee payments to City as required by in paragraph 1 of this Addendum No. 2, within the applicable time period specified herein, City shall be entitled, at its election, to either 1) file suit against Owner, its heirs, successors or assigns, for the full value of the public improvements, plus attorney fees and costs, or 2) complete the public improvements at the expense of Owner, and file suit against Owner, its heirs, successors or assigns for the costs incurred, plus attorney fees and costs. In either case, the obligations of this Addendum No. 2 shall be secured by a lien against the Property for the full value of the public improvements.
5. A copy of this Addendum No. 2 shall be recorded in the office of the San Joaquin County Recorder, P. O. Box 1968, Stockton, California 95201-1968.
6. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

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

Charlie E. Swimley, Jr.
Public Works Director
City of Lodi
P. O. Box 3006
Lodi, CA 95240-1910

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

Northern California Conderence Association of Seventh
Day Adventists, a California corporation
c/o Lodi Academy
1230 Central Avenue
Lodi, CA 95240

7. All other terms and conditions of the Agreement and Addendum, except those modified by this Addendum No., 2, remain unchanged.

8. The undersigned hereby represent and warrant that they are authorized by the parties they purport to represent to execute this Addendum No. 2.

IN WITNESS WHEREOF, the parties hereto have set their hands the day, month and year appearing opposite their names.

CITY OF LODI, a municipal corporation

Dated: July 1 2016

By: [Signature]
Stephen Schwabauer, City Manager

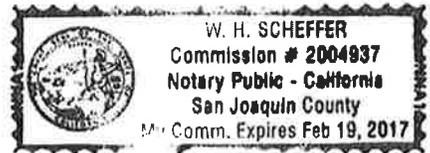
Attest: Jennifer M. Feraolo
Jennifer Feraolo, City Clerk

Northern California Conference Association of
Seventh Day Adventists, a California
corporation

Dated: July 1, 2016

By: Jim Kubrock
Name: TIM KUBROCK
Title: Principal, Lodi Academy

Approved as to form [Signature]
Janice D Magdich
City Attorney



Dated: August 9, 2016

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Joaquin)
On July 1, 2016 before me, W.H. Scheffer, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Paul Timothy Kubroek
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Improvement Deferral
Title or Type of Document: Agreement Addendum #2 Document Date: 07/01/16
Number of Pages: 3 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

**CALIFORNIA ALL-PURPOSE
ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

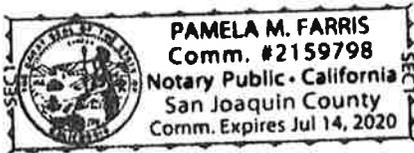
State of California
County of San Joaquin

On August 10, 2016 before me, Pamela M. Farris, Notary Public,
personally appeared,
Stephen Schwabauer

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



P. Farris
Pamela M. Farris
Notary Public, San Joaquin County
Commission No. 2159798
Expires 07/14/2020

If marked, then attached pages will bear embossment of above notary.

Optional: Not required by law, however, may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

Signature Authority of Signer:

- Individual
- Corporate Officer
- _____ (Title)
- Partner (Limited or General)
- Attorney In Fact
- Trustee
- Guardian/Conservator
- Other _____

Description of Attached Documents:

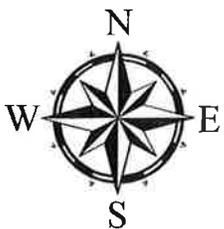
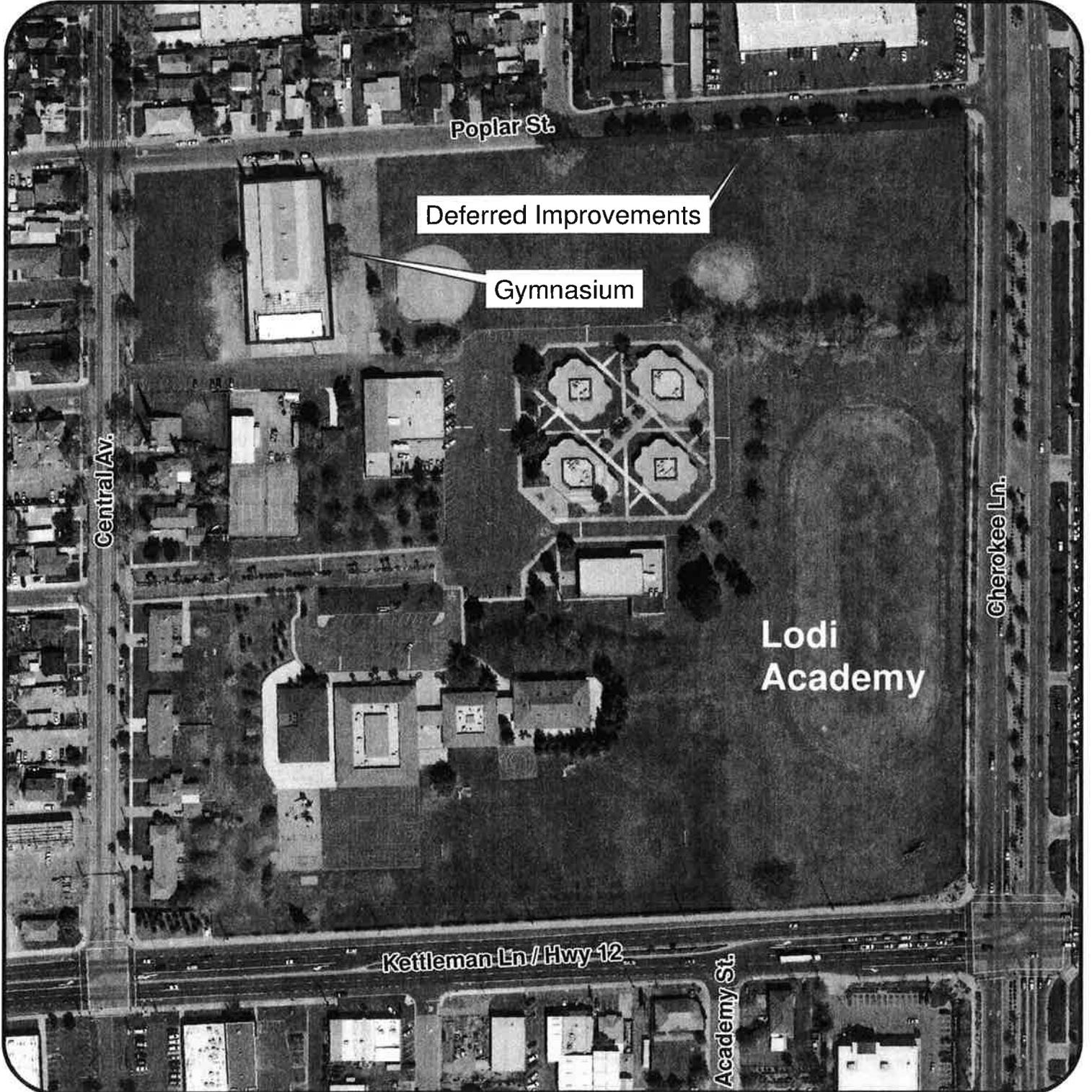
Title or type of Document: _____
Improvement Deferral Agreement
Addendum No. 2
 Number of Pages: 3
 Date of Document: August 9, 2016
 Signer(s) other than Named Above:
Tim Kubrock
Principal, Lodi Academy



CITY OF LODI

PUBLIC WORKS DEPARTMENT

Exhibit A
Lodi Academy
1230 S Central Ave



WHEN RECORDED, RETURN TO:

City Clerk
City of Lodi
221 West Pine Street
Lodi, CA 95240

IMPROVEMENT DEFERRAL AGREEMENT ADDENDUM

1230 South Central Avenue
Assessor's Parcel 047-100-001

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "CITY", and LODI ACADEMY CONSTITUENCY, hereinafter referred to as "OWNER".

WHEREAS, OWNER is the owner of that certain real property situate in the County of San Joaquin, State of California, and described as follows:

Lots 10, 11, 12, 13, 14, 15, and 16 of Lodi Barnhart Tract as filed for record November 5, 1906 at Page 48 of Volume 3 of Maps and Plats, San Joaquin County Records.

WHEREAS, the parties have entered into an Improvement Deferral Agreement, dated August 6, 1986, and recorded in the Office of the County Recorder of San Joaquin County on September 10, 1986 as Instrument No. 86074204, which Agreement covers the responsibilities of OWNER regarding installation of off-site improvements for said above described property.

WHEREAS, the portion of the property adjacent to Cherokee Lane is located within the proposed boundaries of the Lodi Central City Revitalization Assessment District No. 95-1 (the "District"), as shown on the map thereof on file in the office of the City Clerk.

WHEREAS, the City Council approved a Cherokee Lane Street Improvement Incentive on September 6, 1995, whereby property owners may elect to install missing street frontage improvements (curb, gutter, sidewalk and landscaping) with the proposed District improvements and include the cost of said improvements in the assessment for their property.

IT IS AGREED by the parties hereto as follows:

1. The purpose of this Addendum is to amend Item 3 of the Improvement Deferral Agreement recorded September 10, 1986 in the office of the San Joaquin County Recorder as Instrument No. 8607204. All other conditions of the original Agreement are to remain unchanged.

2. Street frontage improvements (curb, gutter, sidewalk and landscaping) conforming to the Central City Revitalization Program Concept Development Plan will be installed along the Cherokee Lane frontage of the subject parcel as part of the proposed Lodi Central City Revitalization Assessment District improvements.
3. The cost of the frontage improvements along Cherokee Lane is the OWNER'S responsibility and will be included in the Lodi Central City Revitalization Assessment District assessment for the subject parcel upon adoption of the District.
4. Design services for curb, gutter and sidewalk installation will be provided by the CITY at no cost to the OWNER.
5. CITY agrees that the installation of the street improvements along the Poplar Street frontage of the subject parcel need not be made by December 31, 2000, with the understanding that OWNER agrees to install said improvements by December 31, 2010.
6. Should the Cherokee Lane portion of the Lodi Central City Revitalization Assessment District not be approved, the above conditions shall become null and void, and the conditions of Item 3 of the original Improvement Deferral Agreement referenced above shall apply.

IN WITNESS WHEREOF, OWNER and CITY have set their hands the day, month and year appearing opposite their names.

OWNER(S)

Jan 10, 1996
Date

Samir H. Berbawy, principal
Samir H. Berbawy, Principal
Lodi Academy

CITY OF LODI, A MUNICIPAL CORPORATION

By: H. Dixon Flynn
H. Dixon Flynn, City Manager

1/15/96
Date

ATTEST:

Jennifer M. Perrin
Jennifer M. Perrin, City Clerk

1/15/96
Date

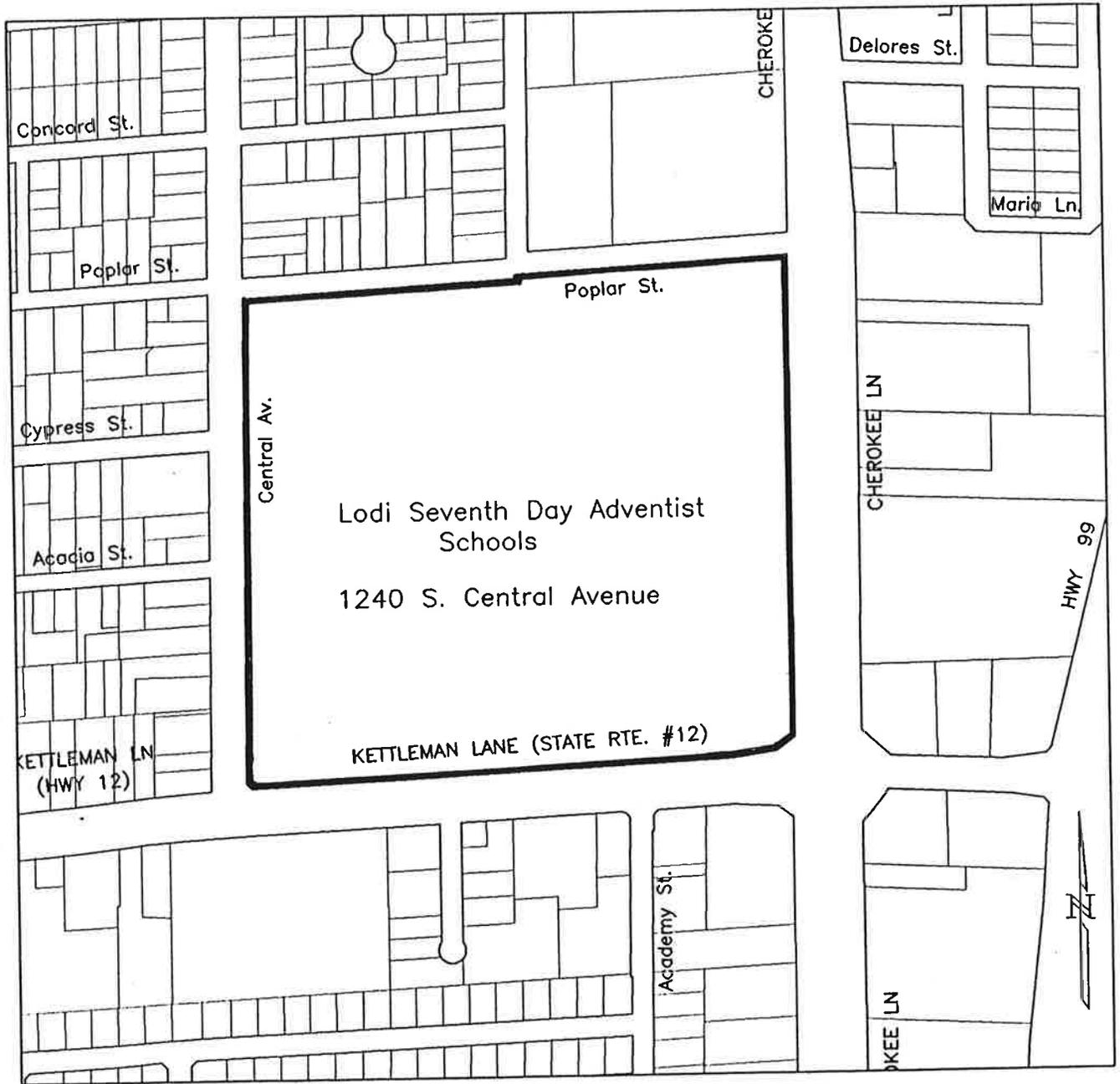
APPROVED AS TO FORM:

Randall A. Hays
Randall A. Hays, City Attorney



CITY OF LODI
PUBLIC WORKS DEPARTMENT

EXHIBIT "A"



1986 SEP 10 PM 1:48

RECORDED AT REQUEST OF
CITY SHOWNFEE 10-1

Return to:
City Clerk
City Hall
Lodi, CA 95240

IMPROVEMENT DEFERRAL AGREEMENT

1230 South Central Avenue
Assessor's Parcel 047-100-01

THIS AGREEMENT is made and entered into by and between LODI ACADEMY CONSTITUENCY, hereinafter called OWNER, and the CITY OF LODI, a municipal corporation, hereinafter called CITY.

WHEREAS, OWNER is owner of that certain real property situate in the County of San Joaquin, State of California, and described as follows:

Lots 10, 11, 12, 13, 14, 15, and 16 of Lodi Barnhart Tract as filed for record November 5, 1906 at page 48 of Volume 3 of Maps and Plats, San Joaquin County Records.

WHEREAS, OWNER, at the present time, wishes to make improvements to said property and is desirous of complying with existing City ordinances and policies regarding off-site improvements as set forth in Chapter 15.44, of the Lodi Municipal Code, and this Agreement is being entered into for the purpose of setting forth the rights, duties and obligations of the parties hereto with respect to the same:

1. OWNER has paid all fees applicable to the parcel presently being developed as shown on Exhibit A attached.
2. OWNER will design and install, prior to occupancy, all normal off-site improvements for the 6.7 acre parcel as shown on said Exhibit A.
3. The CITY agrees that the installation of the remaining street improvements need not be made at this time with the understanding that OWNER agrees that the improvements fronting their property will be made and applicable fees paid when the adjacent property develops, or by December 31, 2000, whichever comes first.
4. CITY further agrees that replacement of the existing maintenance and art building with one of similar size and use does not constitute additional property development at this time, and no additional street improvements will be required at this time for such replacement.

5. Owner agrees that if an assessment district is formed for any and all types of street improvements, and further if in said assessment district their property interest is less than 50%, then owner shall not use this agreement to avoid being part of said assessment district. This paragraph in no way shall require owner to join in a petition for an assessment district; nor shall owner be prohibited from opposing the assessment proceedings.
6. This Agreement shall be binding on the OWNER, its heirs, successors or assigns.
7. In the event that the aforesaid improvements are not installed as provided above, then CITY is hereby authorized to install said facilities and may file suit against OWNER, its heirs, successors or assigns for the costs incurred, as well as for a reasonable sum to be allowed as and for the City's attorney's fees incurred in connection with such litigation for the collection of the monies due or may file a lien against said property for the costs incurred.
8. OWNER agrees that in the event of the sale of all or any portion of the property first hereinabove-described, that the purchaser shall be given a copy of this agreement so that the purchaser will be apprised of their obligations and responsibilities hereunder and a statement to that effect shall be delivered to CITY before the time of the close of the escrow.
9. A copy of this Agreement shall be recorded in the office of the San Joaquin County Recorder, P.O. Box 1968, Stockton, CA 95201-1968.
10. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

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

Jack L. Ronsko
Public Works Director
Call Box 3006
Lodi, CA 95241-1910

Notices required to be given to OWNER will be addressed as follows:

Elder Gayle Rhoades
Lodi Academy
1230 South Central Avenue
Lodi, CA 95240

6th day of August, 1986.

LODI ACADEMY CONSTITUENCY
NORTHERN CALIFORNIA CONFERENCE
ASSOCIATION OF SEVENTH-DAY ADVENTISTS
By: R.H. Rodrick
VICE PRESIDENT

CITY OF LODI, a municipal corporation
By: Thomas A. Peterson
Thomas A. Peterson, City Manager

By: Fred Mac Donald
SECRETARY

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

CORPORATE ACKNOWLEDGMENT

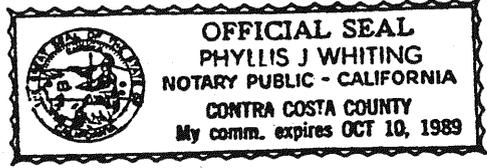
NO. 202

State of California }
County of Contra Costa } ss.

On this the 19th day of Aug. 1986, before me,

Phyllis J. Whiting
the undersigned Notary Public, personally appeared
R.H. Rodrick & Fred Mac Donald

personally known to me
 proved to me on the basis of satisfactory evidence
to be the person(s) who executed the within instrument as
Vice President & Secretary or on behalf of the corporation therein
named, and acknowledged to me that the corporation executed it.
WITNESS my hand and official seal.



Phyllis J. Whiting
Notary's Signature

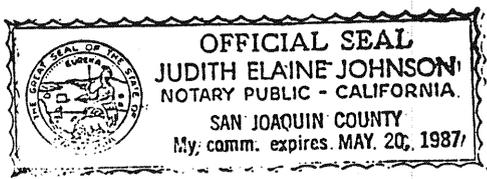
NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91365-4125

State of California)
County of San Joaquin) ss

On this 19th day of August in the year one thousand nine hundred and
eighty six, before me, Judith Elaine Johnson, a Notary Public, State of
California, duly commissioned and sworn, personally appeared Thomas A. Peterson
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

Judith Elaine Johnson
Notary Public in said State



25.04
S 86.0
25'
25'
25'

100'S

86074204

46.91'

Lot 11

LODI BARNHART TRACT
Book of Maps & Plats
Vol. 3, Pg. 48
San Joaquin County Records

Lot 16

N 0° 35' 30" W
660'

CENTRAL

25.04'

N. 86° 06' 22" E. 482.49'

S. 86° 06' 22" W. 240.15'

1/A
TET

50.65'

S. 52° 05' 13" E.

N. 97° 54' 47" E.

89.70'

105.00'

N. 88° 00' 15" E. 290.00'

Lot 12

Lot 15

516.21'

Elementary School
6.70 Ac.

377.62'

6.70 Ac.

515.00'

N. 2° 07' 22" W.

Lot 14

Exhibit A

T. 3 N. R. 6 E.
Sec. 12

Lot 13

S. 86° 31' W.

621.66'

104.55'

258.87'

30'

30'

1132.60'

Old R/W

25'

N. 86° 31' E.

Section Line

25'

KETTLEMAN LANE

STATE HWY. 12

25'

FL. Axis

40'