

AGREEMENT BETWEEN THE CITY OF STOCKTON AND LGRE INC, AND
MONTEZUMA FIRE PROTECTION DISTRICT IN SAN JOAQUIN COUNTY
REGARDING ANNEXATION OF PROPERTY FROM THE DISTRICT TO THE
CITY OF STOCKTON.

This Agreement is made and entered into this ____ day of _____, 2024, by and between the City of Stockton, a municipal corporation ("City"), and LGRE, INC, a California corporation ("Applicant") and the Montezuma Fire Protection District in San Joaquin County ("District").

WITNESSETH

WHEREAS, Applicant and City desire to annex the properly located at 3568 E. Arch Rd, Stockton, CA, 95215 bearing assessor's parcel number 181-120-01 (the "Property") into the City.
The legal descriptions for the Property and a location map are attached hereto as Exhibit "A-1" incorporated herein by this reference; and

WHEREAS, upon annexation, a detachment of that Property from the District that currently serves the Property occurs because the City will provide fire services once the Property is annexed; and

WHEREAS, upon annexation, the District will lose its share of the property tax previously allocated to it; and

WHEREAS, the Applicant and the District desire to ease the transition of lost revenue to the District and comply with the existing policies of the Local Agency Formation Commission.

NOW THEREFORE, it is mutually agreed by and between the City, the Applicant and the District as follows:

1. Upon annexation of the Property to the City and the detachment of the Property from the District, Applicant shall pay to the District a sum equal to the current tax revenue received by the District at the time of annexation, multiplied by twelve (12) years with a 3% annual increase. The lump sum payment shall be paid by the Applicant prior to the recordation of the certificate of annexation.
2. The amount of property tax revenue to the District shall be based upon what is received for the year immediately preceding the annexation and detachment of the Property.
3. The lump sum payment shall be the amount of fifteen thousand, five hundred and seventy-two dollars and ninety-one cents (\$15,572.91) as detailed in the attached Exhibit "B" incorporated herein by this reference.
4. The provisions of the Agreement shall inure to the benefit of and bind the heirs, successors and assigns of the respective parties to this Agreement.
5. It is understood and agreed by and between the parties hereto that this Agreement shall be deemed and construed to be entered into and to be performed in the County of San Joaquin, State of California, and it is further understood and agreed by and between the parties hereto that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to the Agreement and also govern the interpretation of this Agreement. The District shall be afforded all rights and remedies provided by California law to enforce this Agreement and the covenants created herein.
6. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the Court in addition to any other remedies.

7. Any notice required by this Agreement shall be in writing and delivered postage prepaid as follows:

TO APPLICANT:

LGRE, INC.
3736 Fallon Rd, #509
Dublin, CA 94568

TO DISTRICT:

Chief Ed Martel
Montezuma Fire Protection
District in San Joaquin County
2405 South B Street
Stockton, CA 95206

TO CITY:

City Manager
City of Stockton
425 North El Dorado Street
Stockton, CA 95202

8. This Agreement may be amended in writing by the mutual agreement of all of the parties.
9. In consideration of the covenants, conditions and promises of Applicant to be performed as set forth in this Agreement, District shall not contest or otherwise oppose the annexation of the Property sought by Applicant.

IN WITNESS WHEREOF, the parties have executed the Agreement by their authorized representatives the day and year first above written.

LGRE, INC.

By: _____
Its: Managing Partner

MONTEZUMA FIRE PROTECTION DISTRICT IN SAN JOAQUIN
COUNTY:

By: _____

Its: _____

CITY OF STOCKTON

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Its: _____

DRAFT

EXHIBIT "A-1"

For APN/Parcel ID(s): 181-120-01

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A portion of the Southwest Quarter of Section 28, Township 1 North, Range 7 East, Mount Diablo Base and Meridian, described as follows:

Beginning at the Northwest corner of said Southwest Quarter, thence running South 89° 51' East, along the North line of said Southwest Quarter, 603 feet; thence running Southerly 288.95 feet; thence running North 89° 51' West, 603 feet to a point on the West line of said southwest Quarter; thence running Northerly along said West line 288.95 feet to the point of beginning,

Except therefrom the East one-half of said parcel of land.

Also excepting therefrom that certain parcel of land conveyed to the State of California by Instrument recorded December 16, 1954 in volume 1696 of Official Records, at Page 448, San Joaquin County Records.

EXHIBIT "B"

Year	Amount w/ 3% Annual Increases
1	\$ 1,097.30
2	\$ 1,130.22
3	\$ 1,164.13
4	\$ 1,199.05
5	\$ 1,235.02
6	\$ 1,272.07
7	\$ 1,310.23
8	\$ 1,349.54
9	\$ 1,390.03
10	\$ 1,431.73
11	\$ 1,474.68
12	\$ 1,518.92
Total	\$ 15,572.91