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SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

May 23, 1980

CITY MANAGER'S OFFICE
RECEIVED
MAY 28 1980

Redevelopment Agency of the
City of Sacramento
915 I Street
Sacramento, CA 95814

CITY GOVERNING BOARD

PHILLIP L. ISENBERG, MAYOR
LLOYD CONNELLY
BLAINE H. FISHER
THOMAS R. HOEBER
DOUGLAS N. POPE
JOHN ROBERTS
LYNN ROBIE
ANNE RUDIN
DANIEL E. THOMPSON

Honorable Members in Session:

SUBJECT: Assignment Agreement for Purchase and
Rehabilitation of Residential Structure
- 1105 F Street

SUMMARY

Attached is a resolution by which you approve the Assignment Agreement and Amendment of Contract from Kenneth, Sheila and Scott Bartel to MJC, a partnership consisting of James E. Moore, Jacob Jantzen and Katherine P. Crowder for the purchase and rehabilitation of the residential structure located at 1105 F Street.

COUNTY GOVERNING BOARD

ILLA COLLIN
C. TOBIAS (TOBY) JOHNSON
JOSEPH E. (TED) SHEEDY
SANDRA R. SMOLEY
FRED G. WADE

EXECUTIVE DIRECTOR
WILLIAM G. SELINE

BACKGROUND

As the Bartel family was unable to obtain financing for the rehabilitation of subject structure, an assignment of their contract to the second high bidder, Katherine P. Crowder and her two partners has been requested.

This partnership is financially strong and has submitted firm evidence of financing covering both the purchase and the rehabilitation of the building.

Upon approval of the assignment, the Developers will have thirty (30) days to submit plans for rehabilitation. After approval of plans, escrow will be opened and construction will begin upon receipt of a building permit. The 3600 square foot structure will be rehabilitated into four (4) apartments. A licensed contractor must perform the major portion of the work.

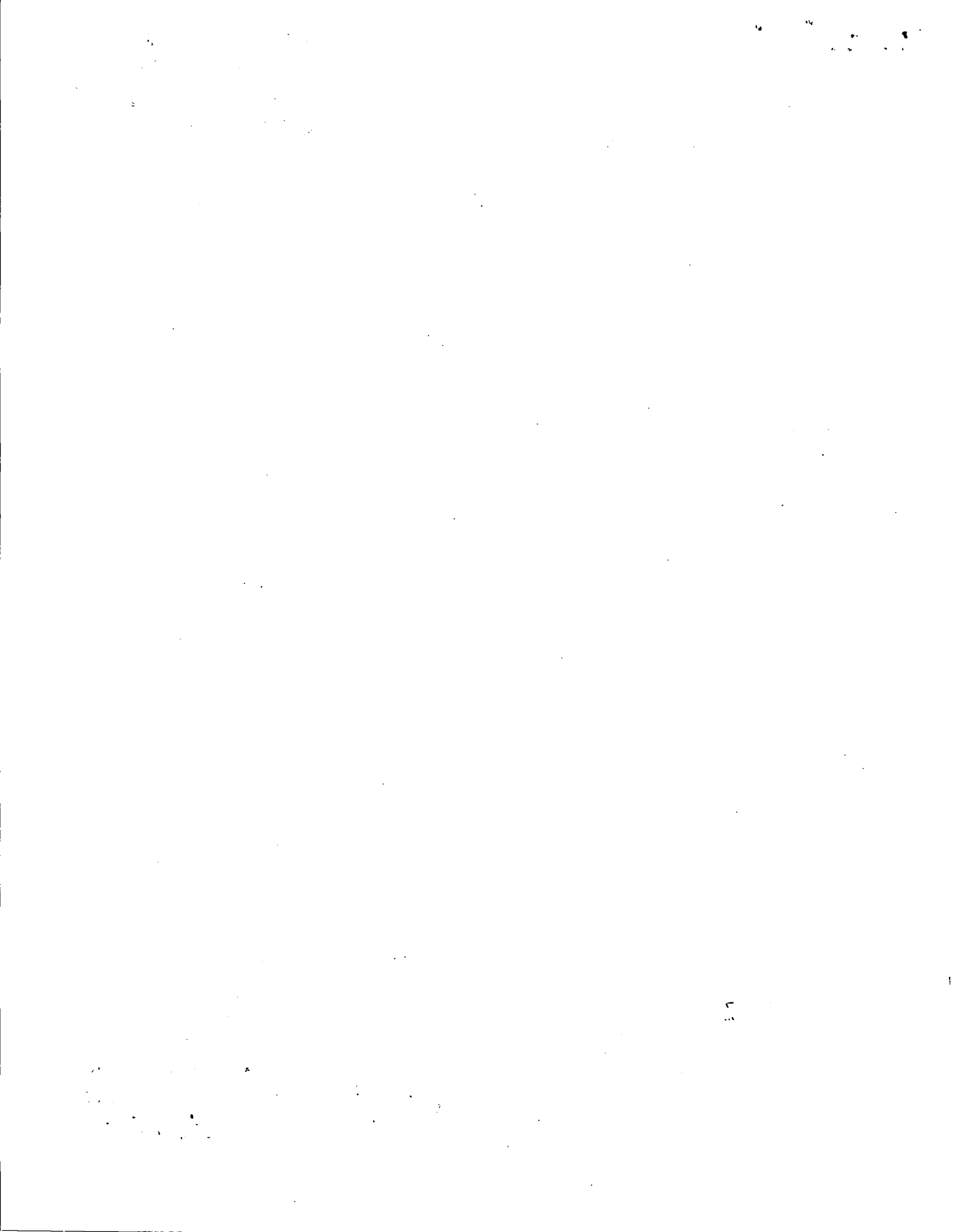
APPROVED
SACRAMENTO REDEVELOPMENT AGENCY

Date 6-17-80
6-4-80

APPROVED
SACRAMENTO REDEVELOPMENT AGENCY

Date 6-4-80

CONT TO
6-17-80



SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

Redevelopment Agency of the
City of Sacramento
Page Two

May 23, 1980

FINANCIAL DATA

The purchase price of the property is \$20,150 and the Agency's current rehabilitation cost estimate is approximately \$95,000. The proceeds of the sale will revert back to the City of Sacramento in accordance with a prior arrangement.

VOTE AND RECOMMENDATION OF COMMISSION

At its regular meeting of May 5, 1980, the Sacramento Housing and Redevelopment Commission recommended approval of the Assignment Agreement and the attached resolution. The vote was recorded as follows:

AYES: Fisher, Luevano, A. Miller, Serna, Teramoto,
B. Miller.

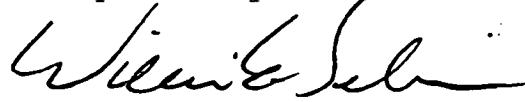
NOES: None

ABSENT: Coleman, Knepprath, Walton

RECOMMENDATION

It is my recommendation that you adopt the attached resolution.

Respectfully submitted,



William G. Seline
EXECUTIVE DIRECTOR

TRANSMITTAL TO COUNCIL:


WALTER J. SLUPE
City Manager

Contract Person: Robert E. Roche
John Abbott

ASSIGNMENT AGREEMENT AND AMENDMENT
TO CONTRACT FOR SALE OF LAND

THIS AGREEMENT is entered into on _____, 1980, by and among KENNETH L. BARTEL, SHEILA BARTEL and SCOTT E. BARTEL, a joint venture ("Assignor"), and MJC, a California Partnership consisting of JAMES E. MOORE, JACOB JANTZEN and KATHERINE P. CROWDER ("Assignee"), and the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, a public corporation ("Agency").

1. The Assignor and the Agency are parties to a Contract for Sale of Land dated August 3, 1979, and Assignor, Agency and the City of Sacramento are parties to an Agreement for driveway construction dated February 6, 1980. Under both the Contract for sale and the driveway Agreement, the Agency has agreed to sell and the Assignor has agreed to purchase and rehabilitate the property described as Assessor's Parcel No. 002-116-06, commonly known as 1105 F Street, Sacramento, California, subject to the conditions, covenants and restrictions set forth in the Contract of Sale and the driveway Agreement.

2. The Assignor desires to assign to Assignee, and Assignee desires to acquire the rights and obligations of the Assignor with respect to the property, upon the terms and conditions set forth in this Assignment Agreement and Amendment and in the Contract for Sale and the driveway Agreement.

3. Prior to execution of this Agreement by the Agency, and as a condition of the Agency's approval of this assignment, Assignee agrees to submit to the Agency evidence satisfactory to the Agency that Assignee has the financial resources, equity capital and mortgage commitments, if any, necessary to purchase the property, rehabilitate the improvements located on the property, and carry out the Assignor's obligations under the Contract for Sale and the driveway Agreement.

4. In consideration for the sum of ONE THOUSAND SEVEN and 50/100 DOLLARS (\$1,007.50), which sum is the amount of the Assignor's good faith deposit and does not exceed Assignor's costs to date, Assignor agrees to assign all of its rights under the Contract for Sale and the driveway Agreement to Assignee, effective on the date of this Assignment Agreement and Amendment. The term "Redeveloper", wherever used in the Contract for Sale and in this Assignment Agreement and Amendment, shall mean and

refer to Assignee.

5. Assignee agrees to accept this assignment of all the rights and obligations of Assignor arising under the Contract for Sale and the driveway Agreement, and except as expressly modified by this Assignment Agreement and Amendment, agrees to comply with and perform all of the covenants, conditions and restrictions contained in the Contract for Sale and the driveway Agreement.

6. It is the intention of the parties that this Assignment Agreement and Amendment shall in no way limit or deprive the Agency of any right, remedy or control arising out of the Contract for Sale or the driveway Agreement, which the Agency would have had in the absence of this Assignment Agreement and Amendment, except as specifically set forth in this Assignment Agreement and Amendment and except for the substitution of Assignee for Assignor.

7. The sum of ONE THOUSAND SEVEN and 50/100 DOLLARS (\$1,007.50) shall be paid by the Assignee to the Agency prior to the execution of this Assignment Agreement and Amendment by the Agency. The Agency shall hold this sum as trustee, in trust for the benefit of Assignor. Promptly after the effective date of this Agreement, the Agency shall pay this sum to Assignor. After the Agency makes this payment, the good faith deposit of ONE THOUSAND SEVEN and 50/100 DOLLARS (\$1,007.50) previously paid by Assignor to the Agency and now being held by the Agency, will continue to be held by the Agency as the Assignee's good faith deposit. This deposit shall be subject to the same provisions for forfeiture or return as provided in the Contract for Sale between the Assignor and the Agency. By its signatures below, the Assignee acknowledges that the good faith deposit assigned by this Agreement is a valid and binding liquidated damages contract provision.

8. Notices to the Assignee shall be sent to:

Mr. James E. Moore
MJC Partnership
925 L Street, Suite 850
Sacramento, California 95814.

9. Exhibit "A", Scope of Development, attached to and incorporated in this Assignment Agreement and Amendment, amends Exhibit "C", Scope of Development, to the Contract for Sale dated August 3, 1979.

10. Exhibit "B", Schedule of Performances, attached to and incorporated in this Assignment Agreement and Amendment, amends Exhibit "B", Amended Schedule of Performances, to the

Contract for Sale dated August 3, 1979.

11. The purchase price for the property, TWENTY THOUSAND ONE HUNDRED FIFTY and NO/100 DOLLARS (\$20,150.00) remains the same under this Assignment Agreement and Amendment.

12. Assignee hereby acknowledges receipt of the following documents which together set forth the obligations of Assignee:

- (a) Conformed copy of the Contract for Sale of Land dated August 3, 1979, executed by the Agency and Assignor;
- (b) Conformed copy of driveway Agreement dated February 6, 1980, executed by the Agency, the City of Sacramento and Assignor;
- (c) The Redevelopment Plan for the Alkali Flat Project, Project No. 6, adopted by the City Council of the City of Sacramento by Ordinance No. 3086, Fourth Series;
- (d) The Declaration of Restrictions for Multiple Family Residential use, executed by the Agency, dated November 16, 1977 and recorded on August 24, 1978 in Book 78-08-24 of Official Records of Sacramento County, beginning at page 1073;
- (e) The Property Rehabilitation Standards, adopted by the Agency on March 7, 1978, and recorded on August 23, 1978 in Book 78-08-23 of Official Records of Sacramento County, beginning at page 1222.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement and Amendment, effective as of the date first above written.

ASSIGNOR: KENNETH L. BARTEL, SHEILA BARTEL
and SCOTT E. BARTEL, a joint
venture

By _____

By _____

By _____

ASSIGNEE: MJC, a California Partnership
consisting of JAMES E. MOORE,
JACOB JANTZEN and KATHERINE P.
CROWDER

By _____

By _____

By _____

AGENCY: REDEVELOPMENT AGENCY OF THE CITY
OF SACRAMENTO

By _____
Chairman

By _____
Secretary

APPROVED AS TO FORM:

Agency Attorney

ASSIGNMENT AGREEMENT - MJC PARTNERSHIP

EXHIBIT "A"

SCOPE OF DEVELOPMENT

1. The Assignor will rehabilitate the two story, wood frame structure in accordance with Agency adopted Rehabilitation Standards, the Redevelopment Plan and all applicable City Codes. The structure may be rehabilitated into a residential facility of four or fewer units.
2. Assignor shall provide and maintain attractive landscaping and lawn area in the front yard of the dwelling as well as within the curb strip.
3. Parking shall be provided on-site in accordance with the driveway Agreement dated February 6, 1980.
4. All rehabilitation work shall be performed by licensed contractors or subcontractors.

ASSIGNMENT AGREEMENT - MJC PARTNERSHIP

EXHIBIT "B"

SCHEDULE OF PERFORMANCES

1. Redeveloper shall submit evidence of financing to the Agency for approval. Prior to execution of the Assignment Agreement by the Agency.
2. Redeveloper shall submit Rehabilitation Plans, Work Write-Ups and Cost Estimates to the Agency for approval. Within thirty (30) days after the effective date of the Assignment Agreement.
3. Agency, after consultation with the City of Sacramento Preservation Director, shall approve or disapprove Redeveloper's Rehabilitation Plans, Work Write-Ups and Cost Estimates. Within two (2) weeks after submission of such Rehabilitation Plans and completion of review of said Rehabilitation Plans by the City Preservation Director.
4. Redeveloper shall deposit the Purchase Price for the Property into escrow. Within two (2) weeks after the Agency approves Redeveloper's Plans.
5. Agency shall deposit the Deed into escrow. Within two (2) weeks after the Agency approves Redeveloper's Plans.
6. The Purchase Price shall be paid to the Agency, the Deed delivered to the Redeveloper, and escrow shall be closed. Within two (2) weeks after the Deed has been deposited into escrow.
7. Redeveloper shall commence and continuously perform rehabilitation work on the Property. Within thirty (30) days after the close of escrow.
8. Redeveloper shall complete rehabilitation of the Property. Within twelve (12) months after commencement of such rehabilitation.

RESOLUTION NO. 2915

Adopted by the Redevelopment Agency of the City of Sacramento

June 4, 1980

APPROVING ASSIGNMENT OF INTEREST AND AUTHORIZING
EXECUTION OF ASSIGNMENT AGREEMENT AND
AMENDMENT TO CONTRACT FOR SALE OF LAND
PARCEL NO. 002-116-06, ALKALI FLAT PROJECT

WHEREAS, the Agency entered into a Contract for Sale of Land with Kenneth L. Bartel, Sheila Bartel and Scott E. Bartel, a joint venture, on August 3, 1979, providing for the purchase and rehabilitation of the property described as Assessor's Parcel No. 002-116-06, commonly known as 1105 F Street, Sacramento, California, in the Alkali Flat Project, Project No. 6; and

WHEREAS, the Redeveloper has advised the Agency that in order to facilitate the rehabilitation of the site, it desires to assign its rights and obligations with respect thereto to MJC, a California partnership consisting of JAMES E. MOORE, JACOB JANTZEN and KATHERINE P. CROWDER; and

WHEREAS, an "Assignment Agreement and Amendment to Contract for Sale of Land", together with a Redeveloper's Statement for Public Disclosure have been filed with the Redevelopment Agency by the proposed Assignee and have been available for public examination at the offices of the Agency for fourteen (14) days after public notice thereof; and

WHEREAS, the Agency has determined on the basis of the information submitted to it that the proposed Assignee has the qualifications and financial responsibility necessary and adequate to fulfill the obligations undertaken by the Redeveloper with respect to said site, and finds that the terms and conditions of the proposed assignment will facilitate the prompt rehabilitation of the improvements located on said property; and

WHEREAS, a public hearing on said assignment was duly held on May 20, 1980 by the Agency after notice as required by Section 105(e) of the Housing Act of 1949, as amended, and Section 33431 of the Health and Safety Code of the State of California; and

WHEREAS, no one appeared at said public hearing to contest or otherwise object to the Agency approving said assignment and entering into said Assignment Agreement and Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO:

Section 1. The Redevelopment Agency of the City of Sacramento hereby finds that MJC, a California partnership consisting of JAMES E. MOORE, JACOB JANTZEN and KATHERINE P. CROWDER, is an acceptable Redeveloper, and consents to and approves the assignment of the interests of Kenneth L. Bartel, Sheila Bartel, and Scott E. Bartel, a joint venture, in Parcel No. 002-116-06, to MJC, a California partnership.

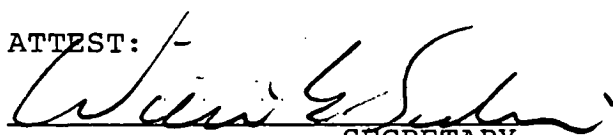
APPROVED
SACRAMENTO REDEVELOPMENT AGENCY

Date 6-17-80

Section 2. The Chairman and Secretary are authorized to execute the "Assignment Agreement and Amendment to Contract for Sale of Land" with respect to Parcel No. 002-116-06, with Kenneth L. Bartel, Sheila Bartel and Scott E. Bartel, a joint venture, Assignor, and MJC, a California partnership consisting of James E. Moore, Jacob Jantzen and Katherine P. Crowder, Assignee, in form approved by Agency Counsel, together with such other documents indicating the Agency's consent as required by law.

CHAIRPERSON

ATTEST: -


SECRETARY



RECEIVED
CITY CLERKS OFFICE
CITY OF SACRAMENTO

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SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

May 30, 1980

CITY GOVERNING BOARD
PHILLIP L. ISENBERG, MAYOR
LLOYD CONNELLY
BLAINE H. FISHER
THOMAS R. HOEBER
DOUGLAS N. POPE
JOHN ROBERTS
LYNN ROBIE
ANNE RUDIN
DANIEL E. THOMPSON

Ms. Lorraine Magana
City Clerk
915 I Street
Sacramento, California

Re: Assignment Agreement - 1105 F Street

Dear Lorraine:

This will confirm our conversation wherein we agreed to continue the above item until June 17, 1980. Thank you for your cooperation.

Very truly yours,

JOAN ROBERTS
Agency Clerk

COUNTY GOVERNING BOARD
ILLA COLLIN
C. TOBIAS (TOBY) JOHNSON
JOSEPH E. (TED) SHEEDY
SANDRA R. SMOLEY
FRED G. WADE

EXECUTIVE DIRECTOR
WILLIAM G. SELINE

P.O. Box 1834
SACRAMENTO, CA 95809
630 I STREET
SACRAMENTO, CA 95814
(916) 444-9210

Dear Mr. [Name]

I am writing to you regarding the [Topic]

I am sorry that I cannot [Action]

I am sure that you will understand [Reason]

I am sure that you will find this [Information]

I am sure that you will find this [Information]

I am sure that you will find this [Information]

I am sure that you will find this [Information]

I am sure that you will find this [Information]

I am sure that you will find this [Information]

I am sure that you will find this [Information]

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I am sure that you will find this [Information]