

# RESOLUTION NO 87-065

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO  
ON DATE OF

August 11, 1987

## OWNER PARTICIPATION AGREEMENT FOR THE THOMSON-DIGGS RENOVATION PROJECT

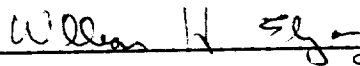
BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY  
OF SACRAMENTO:

Section 1: The Executive Director is authorized to execute the Owner Participation Agreement with the Thomson-Diggs Company, attached hereto as Exhibit "A".

Section 2: The Executive Director is further authorized to take such actions and to execute all other documents as are required to carry out the terms and provisions of the Owner Participation Agreement.

  
\_\_\_\_\_  
CHAIR

ATTEST:

  
\_\_\_\_\_  
SECRETARY

1851J

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(4)

RECORDING REQUESTED BY:  
and  
WHEN RECORDED, MAIL TO:  
Sacramento Housing and  
Redevelopment Agency  
630 "I" Street  
Sacramento, CA 95814

NO FEE DOCUMENT  
Entitled to free  
recording per  
Government Code  
6103

OWNER PARTICIPATION AGREEMENT

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1987 by and between the Redevelopment Agency of the City of Sacramento (the "Agency") and Thomson-Diggs Company (the "Owner").

WHEREAS, Owner is the owner of the real property (the "Property") described in Exhibit A attached; and

WHEREAS, Owner desires to rehabilitate an existing warehouse into a private commercial/ office project (the "Project") of more than 75,000 square feet on the Property; and

WHEREAS, Owner submitted the project application to the City of Sacramento prior to February 18, 1987.

WHEREAS, the Property is situated within the Merged Downtown Sacramento Redevelopment Project but outside the C-3 Central Business District Zone; and

WHEREAS, the Merged Downtown Sacramento Redevelopment Plan ("Redevelopment Plan") adopted by the City Council of the City of Sacramento on June 17, 1986 as Ordinance No. RA 86-065 together with any amendment or amendments thereto hereafter adopted in the manner required by law, identifies the project site as a mixed use area.

WHEREAS, this agreement is entered into by both parties in compliance with and in furtherance of the Redevelopment Plan and the goals and policies of the Urban Design Plan, adopted by the Redevelopment Agency of the City of Sacramento on June 17, 1987 as Resolution No. 87-040, and

NOW, THEREFORE, it is agreed by and between the parties that:

1. This Agreement shall consist of this Agreement and Exhibits A through E, inclusive, as if contained in one document.

2. The parties shall perform their obligations under this Agreement in accordance with the Schedule of Performance, Exhibit B.

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3. Owner shall devote the Property exclusively to the uses consistent with the Redevelopment Plan. Owner shall, with respect to the Property comply with all other provisions and conditions of the Redevelopment Plan for the period of time the Redevelopment Plan is in force and effect; provided, however, that the physical standards and requirements for the Property shall be as set forth in this Agreement.

4. Owner shall, at its sole cost and expense, cause detailed plans and specifications for the Project to be prepared which are substantially the same as the plans as presented to the Sacramento City Planning Commission on May 28, 1987, attached as Exhibit C and made a part thereof.

5. Owner agrees that all obligations and agreements of Owner contained herein shall be performed and carried out by Owner at its cost and expense, and no liability shall accrue to Agency except as specifically set forth herein.

6. Demolition, construction and completion of the structures for the Project shall be performed within the time and manner set forth herein. Owner shall not construct any improvements on the Property which are not described in the plans and specifications for the Project submitted in accordance with this Agreement unless Owner has received prior written consent from the Agency.

7. Owner shall comply with all conditions contained in the recommendations to the Agency made by the Sacramento City Planning Commission at the meeting of May 28, 1987, Exhibit C.

8. Owner shall comply with all conditions contained in the recommendations to the Agency made by the City Design Review/Preservation Board at the meeting of June 17, 1987, Exhibit D.

9. Owner shall pay its pro-rata share of the costs of traffic mitigation measures including the extension of the light rail system and related costs for the improvement of a transit service program, in accordance with Redevelopment Agency Resolution Number 87-040, Exhibit E.

10. The Owner shall employ or select employees, contractors and subcontractors possessing the necessary skill, expertise, cost level and efficiency for the development of the Property. Within that framework, Owner shall not discriminate against low income persons and members of racial and ethnic minorities as employees, contractors and subcontractors. Further, within the foregoing framework, the Owner shall use good faith efforts to cause its contractor to endeavor to involve low income persons and members of racial and ethnic minorities as employees and subcontractors and to hire their labor force from persons residing in the Project Area.

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11. Before commencement of construction or development of any buildings, structures or other work of improvements upon the Property, the Owner shall at its own expense secure or cause to be secured any and all permits which may be required by the City or any other governmental agency affected by such construction, development or work.

12. Upon condition that Owner completes the Project in accordance with this Agreement and the provisions of Exhibits C, D and E, The Agency shall waive its legal right to acquire the Site by purchase or eminent domain for so long as the Owner shall use and develop the Site in accordance with the Redevelopment Plan.

In the event of default or breach of this Agreement or any of its terms to conditions by the Owner, it is expressly agreed by Owner that the provisions of this section shall be null and void and that the Agency may exercise whatever legal rights it may have had prior to the execution of this Agreement to acquire any portion of the Property through purchase or eminent domain.

13. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto, their legal representatives, successors and assigns. This Agreement shall likewise be binding upon and obligate the Property and the successors in interest, owner and owners thereof.

14. All modifications or amendments to this agreement shall be in writing and shall require the express consent of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Owner Participation Agreement as of the date first above written.

APPROVED AS TO FORM:

REDEVELOPMENT AGENCY OF THE  
CITY OF SACRAMENTO

\_\_\_\_\_  
General Counsel

By

\_\_\_\_\_  
WILLIAM H. EDGAR  
Executive Director

OWNER:

APPROVED:

By \_\_\_\_\_

\_\_\_\_\_  
Organization

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STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF SACRAMENTO)

On \_\_\_\_\_, 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the within instrument, and acknowledged to me that he executed it.

WITNESS MY HAND AND OFFICIAL SEAL

\_\_\_\_\_  
NOTARY PUBLIC in and for said  
County and State

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF SACRAMENTO)

On \_\_\_\_\_, 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared WILLIAM H. EDGAR, proved to me on the basis of satisfactory evidence to be the person who executed the within instrument, as Executive Director of the Redevelopment Agency of the City of Sacramento, a public body, corporate and politic, and acknowledged to me that the Redevelopment Agency executed it pursuant to a Resolution of its members.

WITNESS MY HAND AND OFFICIAL SEAL

\_\_\_\_\_  
NOTARY PUBLIC in and for said  
County and State

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Legal Description of Property

The land referred to in this Report is situated in the State of California, County of Sacramento, City of Sacramento and is described as follows:

PARCEL NO. 1:

Lots 1, 2, 3, 4, 5 and 6 in the block bounded by 2nd and 3rd and "R" and "S" Streets of the City of Sacramento, according to the official plat thereof; together with the North one-half of the alley adjoining said Lots 1 and 2 and all of the alley lying between said Lots 3, 4, 5 and 6.

PARCEL NO. 2:

Lots 1, 2, 3, 4, 5, 6, 7 and 8 in the block bounded by 3rd and 4th and "R" and "S" Streets of the City of Sacramento according to the official plat thereof; together with the abandoned alley in said block.

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EXHIBIT "B"

Schedule of Performances

1. Owner shall have final plans and specifications completed. Within eight (8) months of the date of execution of this Agreement, but in no event later than April 1, 1988.
2. Owner shall make application to the City of Sacramento for demolition permits as necessary for the project site. Within eight (8) months of the date of execution of this Agreement, but in no event later than April 1, 1988.
3. Owner shall demolish existing structures and clear the site for construction. Within nine (9) months of the date of execution of this Agreement, but in no event later than May 1, 1988.
4. Owner shall make application for the City of Sacramento for building permits. Within nine (9) months of the date of execution of this Agreement, but in no event later than May 1, 1988.
5. Owner shall commence construction of the Project. Within twelve (12) months of the date of execution of the Agreement, but in no event later than August 1, 1988.
6. Owner shall complete construction of the building shell. Within thirty (30) months of the date of execution of the Agreement, but in no event later than February 1, 1990.
7. Owner shall obtain Notice of Completion. Within thirty-two (32) months of completion of construction, but in no event later than April 1, 1990.

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