



**SACRAMENTO
HOUSING AND REDEVELOPMENT
AGENCY**



3

June 25, 1991

Transportation/Community Development
and Budget & Finance Committees
of the City Council
Sacramento, CA

Honorable Members in Session:

SUBJECT: Proposed Selection of Kimmel Construction/River City
Cohousing - 5th & T Development

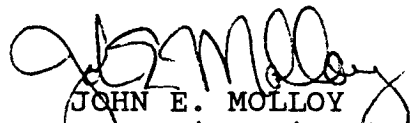
SUMMARY

The attached report is submitted to you for review and recommendation prior to consideration by the Redevelopment Agency of the City of Sacramento.


RECOMMENDATION

The staff recommends approval of the attached resolutions approving the selection.

Respectfully submitted,


JOHN E. MOLLOY
Executive Director

TRANSMITTAL TO COMMITTEE:

for 
JACK R. CRIST
Deputy City Manager

Attachment



**SACRAMENTO
HOUSING AND REDEVELOPMENT
AGENCY**



July 2, 1991

Redevelopment Agency of the
City of Sacramento
Sacramento, California

Honorable Members in Session:

SUBJECT: Proposed Selection of Kimmel Construction/River City
Cohousing

SUMMARY

This report requests: 1) selection of Kimmel Construction/River City Cohousing ("Kimmel/RCC") as the party to negotiate with the Agency concerning the disposition and development of the Agency 5th & "T" Site (the "Site") and 2) authorization to execute a Predevelopment Agreement ("PDA") with Kimmel/RCC, to commence negotiations regarding the form of a Disposition and Development Agreement ("DDA") and related Promissory Note, Deed of Trust, Regulatory Agreement and Covenants, Conditions and Restrictions (CC&Rs) and to submit for all required discretionary approvals for the development of the Site.

BACKGROUND

Proposal Selection Process

The Agency received two proposals in response to the Request For Proposals for development of its 5th & "T" Site in the Southside Park neighborhood of the Central City. One proposal was submitted by Pacific Scene, Inc; the other was submitted by River City Cohousing. (River City Cohousing has since secured Kimmel Construction Company as its developer/contractor and their development team is hereafter referred to as Kimmel/RCC.)

The 5th & "T" Site Proposal Selection Committee (the "Committee") and Agency staff found the Kimmel/RCC proposal to be the superior of the two proposals in three major areas: 1) it requested less Agency subsidy, 2) it offered more affordable units and a longer term of affordability, and 3) it offered superior design.

(1)

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At its final meeting of April 12, 1991, the Committee unanimously agreed to recommend the Kimmel/RCC proposal to the Redevelopment Agency of the City of Sacramento (RAC) to be the developers for the disposition and development of the subject site.

The Committee also directed staff to assure Kimmel/RCC's compliance with four outstanding Committee requirements, prior to execution of any future negotiated DDA for the project. These requirements, which are incorporated in the attached PDA (EXHIBIT "A") are as follows:

1. Execution and Agency approval of Kimmel and RCC's Development Agreement;
2. Execution and Agency approval of Kimmel/RCC and Mogavero Notestine Associates' (the Project Architect) Architectural Services Agreement;
3. Completion and Agency approval of project design specifications; and
4. Securing, and Agency approval of, a lender irrevocable commitment letter for interim construction financing for the project.

The first three requirements regarding the developer agreement, architectural services agreement, and design specifications are incorporated in the attached PDA (Exhibit "A"). The fourth requirement pertaining to interim construction financing has been adapted to fit the lending industry's current construction lending practice of issuing commitment letters 60-30 days prior to start of construction.

Because Kimmel/RCC may be unable to secure a lender irrevocable commitment letter sooner than 30 days before construction, the PDA provides that the Agency will determine whether a qualified lender would be willing to lend Kimmel/RCC interim construction financing.

Summary of Kimmel/RCC Proposal

Kimmel/RCC has proposed the development of 25 ownership townhouse condominium units (see "Statement of Intent" and "Floor Plan and Elevations" (EXHIBIT "B")). Five of the units shall be made available at affordable costs to households with incomes that are less than or equal to 80% of area median income for a period of

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thirty (30) years and six units shall be made affordable to households with incomes that are between 81% and 120% of area median income for a period of ten (10) years. These terms of affordability will be maintained through deed restrictions and regulatory agreements on each restricted unit. The remaining 14 units shall be without price or tenure restrictions. Proposed purchase prices range between \$56,000 (for one-bedroom units) and \$125,000 (for four-bedroom units) for the restricted units and \$70,000 and \$152,000 for the market rate units.

Of the Agency's \$800,000 aggregate cost for the 5th & "T" Site, Kimmel/RCC has proposed that: 1) it make a cash payment to the Agency in the amount of \$201,343 at the close of escrow and 2) the Agency provide a loan in the amount of \$598,657, the terms of which are proposed as follows: \$313,657 repaid through equity sharing on future resale of project units and the residual loan amount of \$285,000 to be forgiven at a future date pursuant to compliance with the terms of the DDA and all related documents. The actual terms of the land writedown subsidy and the loan repayment will be negotiated for inclusion in the DDA between the Agency and Kimmel/RCC.

FINANCIAL DATA

No new Agency or City revenues are required to implement the recommendations of this report. A subsequent report pertaining to the DDA with Kimmel/RCC will contain further financial data and specific terms and conditions for transfer of the Site.

ENVIRONMENTAL REVIEW

CEQA does not apply to the execution of a PDA, per guidelines Section 15378(b)(3). The development proposal is currently undergoing environmental review and the environmental document must be certified prior to approval of the DDA. NEPA does not apply to locally funded projects.

MBE/WBE REVIEW

Selection of a party to negotiate with the Agency concerning the disposition and development of Agency property and execution of a PDA, and related legal documents and to submit for required discretionary approvals for the development of such property is an administrative action for which MBE/WBE policies and requirements are not applicable. Such policies and requirements will be applied

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to any future DDA for the Site and subsequent contracting that may result from the development of the Site.

POLICY

No new policies are recommended in this report. This report implements adopted Agency 5th & "T" RFP selection process (RA90-074, dated August 28, 1990).

VOTE AND RECOMMENDATION OF THE COMMISSION

At its regular meeting of June 19, 1991, the Sacramento Housing and Redevelopment Commission adopted a motion recommending approval of the attached resolution. The votes were as follows:

AYES: Amundson, Cespedes, Diepenbrock, Pernell, Simon,
Simpson, Williams, Wooley, Yew
NOES: None
ABSENT: Moose, Strong

RECOMMENDATION

Staff recommends adoption of the attached resolution which: 1) selects Kimmel/RCC as the party to negotiate with the Agency concerning the disposition and development of the Agency 5th & "T" Site and 2) authorizes the Executive Director to execute a PDA with Kimmel/RCC, to commence negotiations regarding the form of a DDA and to submit for all required discretionary approvals for the development of the Site.

Respectfully submitted,


JOHN E. MOLLOY
Executive Director

TRANSMITTAL TO COUNCIL:

WALTER J. SLIPE, City Manager

Contact Person: Thomas V. Lee, 440-1357

F:\PSL\5th&T.SR

RESOLUTION NO.

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF _____

PREDEVELOPMENT AGREEMENT FOR DEVELOPMENT OF THE AGENCY 5TH & "T" SITE

WHEREAS, by Resolution No. 90-074 the Agency adopted a Request For Proposals process for development of the Agency 5th & "T" Site; and

WHEREAS, the Proposal Selection Committee, established under 5th & "T" Request For Proposals process, has recommended selection of the Kimmel Construction/River City Cohousing to negotiate for the development of the Site; and

WHEREAS, Agency staff have negotiated a Pre Development Agreement with Kimmel Construction /River City Cohousing. to commence negotiations regarding the terms and form of a disposition and Development Agreement and submit for all required discretionary approvals for the development of the Site.

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

Section 1: The Agency hereby selects Kimmel Construction /River City Cohousing as the party to negotiate with the Agency concerning the disposition and development of the Agency 5th & "T" Site based upon the terms and conditions of the Predevelopment Agreement attached hereto as Exhibit "A"; provided, however, the actual terms and conditions for the payment of the purchase price for the Site shall be subject to negotiations between the Agency and Kimmel Construction/River City Cohousing.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

Section 2: The Executive Director is authorized to execute a PreDevelopment Agreement with Kimmel Construction/River City Cohousing, to commence negotiations regarding the form of a Disposition and Development Agreement and the related promissory note, deed of trust, regulatory agreement and conditions, covenants and restrictions and to submit for all required discretionary approvals for the development of the Site.

ATTEST:

CHAIR

SECRETARY

P:\SHARE\RESO\PREDEVAG.5&T

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

STATEMENT OF INTENT

River City Cohousing is a group of 19 families who are interested in constructing and owning with other families a 25 unit condominium project at 5th and T streets in the Southside neighborhood of Sacramento.

It is our intent to utilize the "Co-Housing" model for development and management of the community.

Co-housing involves an approach to the development process and interaction within the built community different from what is typical in the American housing market. The development process is structured around the principle that all or most of the households are identified prior to site selection and they are therefore involved in selecting the site, design, selection of general contractor and general management of the development process.

The project will include:

Four units of -	one bedroom flats of approximately 660 s.f.
Two units of -	two bedroom/1 bath flats in the renovated two story structure of approximately 1,000 s.f.
Six units of -	two bedroom townhouse units with 1000 s.f.
Eight units of -	three bedroom townhouse units with 1225 s.f.
Five units of -	four bedroom townhouse units with 1425 s.f.

A 2220 s.f. common house with a kitchen, dining area for approximately 50 people, teenage room, young children's room and common laundry.

Miscellaneous site structures for a workshop, storage and storage of garden tools and bicycles.

27 parking spaces - 22 of which are covered and 6 compact (length only).

This development will be constructed of two-story wood structures with raised wood floors and roofs sloping at 6" in 12" to conform with the general construction systems of the neighborhood. Rather than use a specific building to emulate, we will develop an architectural character which is generally consistent with the mix of architectural styles that exist in the neighborhood.

The exterior finish materials will include horizontal lap wood siding with wood trim at corners and on all architectural features and composition roof shingles. Windows shall be primarily single hung aluminum with a baked enamel finish with all windows trimmed out to reflect the existing fenestration in the neighborhood. There will be architectural features which will emulate some of the functional elements of the neighborhood including raised wood porches and bay windows and dormers to provide a massing which is characteristic of the neighborhood. There will be a utilization of a variety of architectural details in places such as porch handrails, entry way covers, columns, eaves and gable end trims.

In general, the building massing has been developed to provide a general consistency with the massing that exists in the neighborhood as well by keeping the number of units in each building to a low level and the proportions consistent with the neighborhood.

The site plan has been developed with the following basic principles in mind:

1. The provision of a classic front porch/front door relationship with the street to reinforce a definition of ownership of the street frontage.
2. The treatment of the alley as a street providing porches and units overlooking this area with the provision of landscaping and pavement treatments to emulate a typical street.
3. The enhancement of security within the project without the use of alarm systems and hardware by clear definition of entry points to the interior points of the project and clear definition of territory in all areas of the site and with the provision of surveillance for all parts of the site. The units in the interior of the development open onto pedestrian walkways and shared green spaces.
4. The units and their common spaces will create three courtyard areas grouped around the common house activity. The central location of the common house will facilitate its use by all the community residents and encourage social interaction. Each unit also has a private yard; some of these yards face the common space, some face the houses at the edge of the development.
5. The common house will provide facilities for community meetings and meals. The common areas include play areas for children and informal gathering places for adults.
6. In addition, there will be the provision of extensive common facilities including storage sheds, community gardens, laundry facilities, a workshop, and auto repair areas. The focal point for the community is the common house. There will be several existing shade trees within the site as well as preservation of all trees which are on the perimeter of the site. We have minimized the intrusion of parking upon the site by locating all parking places off the alley, thereby minimizing the quantity of pavement that is required to facilitate access to this parking. In a more standard condominium project, it would probably be a marketing negative to not have this parking secured and immediately adjacent to the units, diminishing the flexibility of planning the site. But the co-housing residents clearly prefer to park at the edge of the project rather than in limited space for driveways.
7. Potter House (430 T Street) will generally be restored as it currently exists with the exception of the demolition and replacement of the porch in the rear that is falling down.

The following entitlements are being requested:

- A. A special permit and tentative map for condominiums.
- B. A variance to allow the substitution of 22 carport spaces for the required 25 garages in the condominiums ordinance.

As mentioned in item 6 above, the cohousing residents clearly prefer the proposed parking arrangement. The parking area is centrally located to the communal space which provides greater security through surveillance. Additionally, this reflects the marketplace in the central city.

- C. A variance to reduce the 15' required rear yard to a 10' setback for the 2-1 bedroom building at the southerly-most portion of the site.

To mitigate for this variance, the 5' required sideyard setbacks of the buildings to the east and west will be increased to a minimum of 10'. This will provide a consistent setback along this southern property line and will be a pleasant alternative to the two story high corrugated metal wall of the existing warehouse which has no setback from the property line. Additionally, the proposed building is on the north side of the property line so it will not obstruct solar access to the adjacent parcels.

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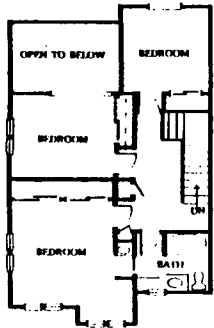


MOGAVERO ASSOCIATES

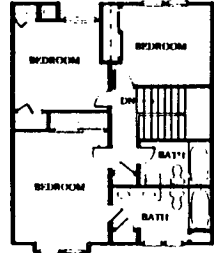
7279 STREET
SALAMONTO
CA 95816
916-443-1031

T STREET ELEVATION

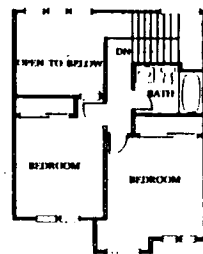
1/8" = 1'-0"



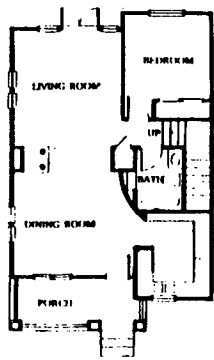
Second Floor



Second Floor

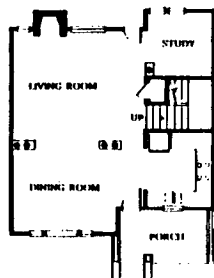


Second Floor



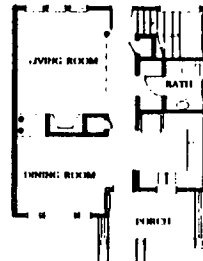
First Floor

4 BDRM / 2 BTH 1425 s.f.



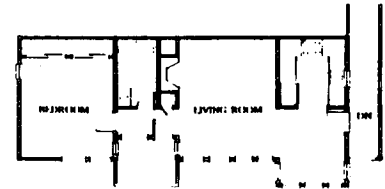
First Floor

3 BDRM / 2 BTH 1225 s.f.



First Floor

2 BDRM / 1 1/2 BTH 1025 s.f.



1 BDRM / 1 BTH 600 s.f.

SOUTHSIDE COMMONS

FOR RIVER CITY COHOUSING

FLOOR PLANS & ELEVATIONS

15 FEB 91

FLOOR PLANS

1/8" = 1'-0"

PREDEVELOPMENT AGREEMENT

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NO FEE DOCUMENT:

*****DRAFT*****

Entitled to free recording
per Government Code 6103.

When recorded, return to:

SACRAMENTO HOUSING AND
REDEVELOPMENT AGENCY
630 "I" Street
Sacramento, CA 95814
Attention: Legal Department

PREDEVELOPMENT AGREEMENT

1 THIS PREDEVELOPMENT AGREEMENT ("PDA") is entered into as of _____, 1991 ("Execution
2 Date"), by and between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO ("Agency"), and
3 _____ ("Developers"), who agree as follows:

4 1. Recitals.

5
6
7 This PDA is based upon the following recitals, facts and understandings of the Parties:

8
9 1.1. Property.

10
11 Developers desire to negotiate with Agency to purchase and develop certain real property
12 ("Property") located in the City of Sacramento ("City"), State of California. Property comprises a
13 portion of the block bounded by T Street and 5th Street. The legal description of the Property is
14 attached hereto as Exhibit I.

15
16 Agency and City have found that the development of the Property as a housing project will further
17 the Merged Downtown Redevelopment Plan, and the Agency has undertaken activities to assemble
18 the Property for redevelopment.

1
2 1.2. Developers Selection.
3

4 After receiving proposals to develop the Property, Agency selected Developers, as the party to
5 negotiate with Agency concerning the terms and conditions for the financing, disposition and
6 development of the Property, ("Proposed Project"). In selecting Developers, Agency did not accept
7 the terms of the proposal and shall not be bound by any of the terms and conditions in Developers'
8 proposal during such negotiations.
9

10 1.3. Purpose of PDA.
11

12 Although Agency and Developers recognize that the Proposed Project must be reviewed in
13 compliance with the California Environmental Quality Act ("CEQA"), before they may be authorized
14 to execute a disposition and development agreement ("DDA"), Agency and Developers are willing
15 to i) commence negotiations regarding the terms and conditions of the DDA and related documents
16 for the Proposed Project, and ii) submit, at Developers' sole cost, for all required discretionary
17 approvals for the development of the Property in accordance with the provisions of this PDA. Any
18 mitigation measures required by the environmental review shall be incorporated into the DDA.
19

20 1.4. Discretionary Permits
21

22 Developers have submitted applications to City for all discretionary planning permits relating to the
23 Proposed Project.
24

25 1.5. Benefit.
26

27 Agency represents, and Developers agree, that the Proposed Project and the fulfillment generally
28 of this PDA are for the purpose of community improvement and welfare, for the benefit of the
29 merged Downtown Redevelopment Area and in accord with the public purposes and provisions of
30 any applicable federal, state and local laws and requirements under which the Proposed Project is
31 to be undertaken.

1
2 2. Identity of Parties.

4 2.1. Developers.

5
6 Developers are: Kimmel Construction Company ("Kimmel"), which _____
7 _____ will be the general partner. The principal office of Kimmel is located at:
8 _____ and River City Cohousing
9 ("RCC") which is a California nonprofit corporation whose members will be Class A limited partners.
10 The principal office of RCC is located at 2229 J Street, Sacramento, CA 95816.
11

12 Except as provided in this PDA, no additional persons or entities may become general partners or
13 limited partners of Developers with respect to the Proposed Project during the term of this PDA
14 without the prior written approval of Agency, which approval shall not be unreasonably withheld or
15 denied. Except as provided in this PDA, the general partners of Developers shall not be changed
16 or eliminated as general partners, except by operation of law, without the prior written approval of
17 Agency, which approval shall not be unreasonably withheld or denied. Notwithstanding the
18 preceding two (2) sentences, the Developers may add the following person(s) as Class B limited
partners without the prior written approval of Agency: _____

21
22 Developers shall make full disclosure to Agency of the identity of all principals, officers,
23 stockholders, partners, joint venturers, associates, persons and entities having an ownership interest
24 in Developer.
25

26 2.2. Agency.

27
28 Agency is the Redevelopment Agency of the City of Sacramento, a public body, corporate and
29 politic, organized and functioning within the jurisdiction of City pursuant to the Community
30 Redevelopment Law of the State of California. The principal office of Agency is located at: 630 I
31 Street, Sacramento, CA 95814. Agency includes any successor to the jurisdiction and operation
32 of Agency with regard to the Merged Downtown Redevelopment Area.
33

1 2.3. Notices.

2
3 Notices to Developers shall be personally delivered or sent by first class mail to Developers at the
4 addresses set forth in Section 2.1.

5
6 Notices to Agency shall be clearly marked and personally delivered or sent by first class mail to
7 Agency, to the attention of the Executive Director, with a copy to the Legal Department at the
8 address set forth in Section 2.2.

9
10 3. Term.

11
12 The effective date of this PDA shall be the date of the Agency resolution approving its execution, which date
13 shall be inserted on the first page of this PDA as the "Execution Date". The period covered by this PDA shall
14 commence on the Execution Date and shall terminate thirty-one (31) days after posting of a Notice of
15 Determination with respect to certification of the environmental documents for the Proposed Project, unless
16 the PDA is terminated earlier under the terms of this PDA. If the Proposed Project is disapproved as a result
17 of CEQA review, this PDA shall terminate as of the date of such disapproval.

18
19 4. Security.

20
21 As security for the performance of Developers' obligations in good faith under this PDA, Developers shall,
22 on the Execution Date, deposit with Agency irrevocable letters of credit, cash or certificate of deposit
23 ("Security), in a form approved by Agency, in the amount of EIGHT THOUSAND DOLLARS (\$8,000.00).

24
25 4.1. Reimbursement for Predevelopment

26
27 The Security shall provide that the Agency has the exclusive right to use the Security to reimburse
28 Agency for, any costs required of the Agency and related to the development of the Property, if
29 Developers fail to act in good faith in the performance of Developer's obligations under this PDA
30 or this PDA is terminated under Section 8.1.

1 4.2. Termination of Security.

2
3 Agency shall return the Security to Developers upon termination of this PDA, unless Developers
4 have acted in bad faith in carrying out Developers' obligations in this PDA. If Developers act in bad
5 faith or this PDA is terminated under Section 8.1, Agency shall reimburse itself from the Security for
6 all Agency's costs relating to the negotiations pursuant to this PDA and return any remaining
7 amounts in the Security to Developers within thirty (30) days thereafter.
8

9
10 5. Obligations of Parties.

11
12 5.1. CEQA Preparation.

13
14 City shall prepare all environmental documents required under CEQA with respect to the Proposed
15 Project.
16

17 5.2. Developers' Supply of CEQA Information.

18
19 Upon City request, Developers shall supply data and information both to determine the impact of
20 the development on the environment and to assist in the preparation of the environmental
21 documents for the Proposed Project.
22

23 5.3. Developers' Agreement.

24
25 On or before July 15, 1991, Developers shall have fully executed, an Agency approved, limited
26 partnership agreement between themselves in accordance with the Proposal.
27

28 5.4. Architectural Services.

29
30 On or before July 15, 1991, Developers shall have fully executed, an Agency approved, agreement
31 with Mogavero Notestine Associates for architectural services relating to the preliminary and final
32 construction plans for the Proposed Project.
33

1 5.5. Proposed Project Schematic Plans.

2
3 On or before August 1, 1991, Developers shall submit, for Agency's review and approval, schematic
4 plans for the Proposed Project.

5
6 5.6. Evidence of Financing.

7
8 On or before August 1, 1991, Agency shall determine whether a qualified lender would be willing
9 to lend Developers the total construction costs for the Proposed Project less the amount of
10 Developers' equity financing and any loan amount from Agency.

11
12 6. Execution of DDA.

13
14 If the environmental documents for the Proposed Project are duly certified, Developers are not in default of
15 this PDA, and Agency and Developers have agreed upon the terms of the DDA and all related legal
16 documents, Agency and Developers shall execute the DDA as follows:

17
18 6.1. By Developers.

19
20 Thirty-one (31) days after posting of the Notice of Determination with respect to such certification
21 of such environmental documents, Developers shall execute and deliver to Agency the DDA and any
22 other legal documents required by Agency.

23
24 6.2. By Agency.

25
26 Thirty-one (31) days after posting of the Notice of Determination by Agency with respect to such
27 certification of such environmental documents, Agency shall execute and deliver to Developers
28 counterparts of the DDA and any other legal documents required by Agency.

29
30 6.3. Challenge.

31 In the event of a legal challenge to the Proposed Project for failure to comply with CEQA, either
32 party may elect to delay execution until a court has taken final action regarding such challenge.
33

1 7. Termination.

2
3 If Agency and Developers have not agreed upon the terms of the DDA and related legal documents within
4 sixty (60) days after Developers receive the first draft of the DDA and related documents from Agency, this
5 PDA shall terminate.
6

7 8. Defaults, Remedies.

8
9 8.1. Developers Default.

10
11 If Developers shall fail to (i) fulfill all Developers' obligations under Section 5 to Agency's reasonable
12 satisfaction, or (ii) to execute the DDA and the other legal documents required by Agency in
13 compliance with Section 6, Developers shall be in material default under this PDA unless such failure
14 by Developers is a result of Agency's failure to perform its obligations under the PDA or is a result
15 of Unavoidable Delays as defined in Section 9. In the event of a default by Developers, Agency
16 shall terminate this PDA by giving written notice of such termination to Developers as specified in
17 Section 2.3.
18

19 If this PDA is terminated under this Section 8.1, Developers shall have no further rights to participate
20 with the Agency in the development of the Proposed Project; Agency shall have the right to
21 reimbursement of costs as provided in Section 4.2; and Agency shall have the absolute right to sell
22 or lease the Property to any other developers of its choosing.
23

24 8.2. Agency Default.

25
26 If Agency defaults on its obligations under this PDA in the absence of any default of Developers,
27 Agency shall return the amount of the Security to Developers and Agency shall not be liable for any
28 damages or costs to Developers relating to Developers' activities or obligations under this PDA.
29

30 9. Delay for Causes Beyond Control of Party.

31
32 For the purposes of any of the provisions of this PDA, neither Agency nor Developers shall be considered
33 in breach of, or default in, its obligations with regard to their respective obligations, if the delay in the
34 performance of such obligations is due to unforeseeable causes beyond the delayed party's control and

1 without its fault or negligence. Unforeseeable causes shall include acts of God, acts of the public enemy,
2 acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions,
3 strikes, freight embargoes, and unusually severe weather (as for example, floods, tornadoes, or hurricanes).
4 In the event of the occurrence of any such delay, the time or times for performance of such obligations of
5 Agency and Developers shall be extended for the period of the delay, as determined by the Agency,
6 provided that the party seeking the benefit of the provisions of this Section shall, within ten (10) days after
7 Developers have or should have knowledge of any such delay, have first notified the other party, in writing,
8 of the delay and its cause, and requested an extension for the period of the delay.

9
10 10. Miscellaneous Provisions.

11
12 10.1. Predevelopment Costs.

13
14 Developers shall bear all predevelopment costs relating to actions of Developers under this PDA.

15
16 10.2. Assignment.

17
18 This PDA shall not be assigned by Developers.

19
20 10.3. Applicable Law; Venue.

21
22 This PDA shall be construed in accordance with the law of the State of California, and venue for any
23 action under this PDA shall be in Sacramento County, California.

24
25 10.4. Time of Essence.

26
27 Time is of the essence in the performance of the respective obligations of the parties under this
28 PDA.

29
30 10.5. Attorneys' Fees.

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32 In the event of any dispute between the Parties, whether or not such dispute results in litigation, the
33 prevailing party shall be reimbursed by the other party for all reasonable costs and expenses,
34 including, without limitation, reasonable attorneys' fees.

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10.6. Entire Agreement.

This PDA, being the entire agreement of the parties, consists of this document together with Exhibits Number ___ through ___, which are attached to and incorporated in this PDA by this reference.

EXECUTED in Sacramento, California.

REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

BY: _____
JOHN E. MOLLOY
Executive Director

BY: _____

APPROVED AS TO FORM:

BY: _____

Agency Counsel

APPROVED:

Finance Department

Account Code: _____
Organization: _____
Cost Center: _____

APPROVED:

Organization

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State of California
County of Sacramento

ss.

On _____, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOHN E. MOLLOY, personally known to me or proved to me on the basis of satisfactory evidence to be the Executive Director of the Redevelopment Agency of the City of Sacramento, a public body, corporate and politic who executed the within instrument on behalf of the Redevelopment Agency of the City of Sacramento, and acknowledged to me that the Redevelopment Agency of the City of Sacramento authorized his execution of it.

WITNESS my hand and official seal.

Notary Public in and for said
County and State

State of California
County of Sacramento

ss.

On _____, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be _____ of _____, who executed the within instrument on behalf of said _____ and acknowledged to me that said _____ authorized his execution of it.

WITNESS my hand and official seal.

Notary Public in and for said
County and State

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PREDEVELOPMENT AGREEMENT

LIST OF EXHIBITS

Exhibit I	Legal Description
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