



CITY OF SACRAMENTO

DEPARTMENT OF COMMUNITY SERVICES
3520 FIFTH AVENUE SACRAMENTO, CALIFORNIA 95817
TELEPHONE (916) 449-5200

CROCKER ART MUSEUM DIVISION
GOLF DIVISION
METROPOLITAN ARTS DIVISION
MUSEUM AND HISTORY DIVISION
RECREATION DIVISION
PARKS DIVISION
ZOO DIVISION

ROBERT P. THOMAS
DIRECTOR

September 8, 1982

CITY MANAGER'S OFFICE
RECEIVED
SEP 8 1982

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Construction of a Tri-plex Cabin at Camp Sacramento

SUMMARY

This report recommends that the City Council approve the tri-plex cabin project proposed in the Camp Sacramento FY 1982-83 Capital Improvement budget.

BACKGROUND INFORMATION

The proposed 1982-83 Capital Improvement Program for Camp Sacramento recommends construction of a tri-plex cabin. The proposed cabin will replace a similar structure that was damaged beyond repair in a winter storm.

In order to have the new cabin available for the 1983 season, construction must begin immediately. The time line for completion of the project is short due to the threat of inclement weather.

This project was reviewed and approved by the Budget and Finance and Planning and Community Development Committees on August 27, 1982 as part of the Community Services Department's capital improvement budget. However, this project, as part of the total City's capital improvement budget, will not be reviewed by City Council until September 21 or 28, 1982. Because of this delay and in order to assure the necessary time for construction of the cabin, staff recommends the City Council approve this project immediately.

FINANCIAL DATA

Construction costs are estimated at \$17,000 and funds are available in the Camp Sacramento Fund.

APPROVED
BY THE CITY COUNCIL

SEP 14 1982

OFFICE OF THE
CITY CLERK

City Council
September 8, 1982
Page Two

RECOMMENDATION

It is staff's recommendation that the Budget and Finance Committee recommend to the full Council the approval of the tri-plex cabin construction. Further, it is recommended that the City Council approve, by resolution, the expenditure of funds available in the Camp Sacramento Fund for the tri-plex cabin construction.

Respectfully submitted,

fu - D. Ealing Tuzzi
ROBERT P. THOMAS
Director of Community Services

Recommendation Approved:

Walter J. Slupe
WALTER J. SLUPE
City Manager

RPT:js

September 14, 1982
All Districts

RESOLUTION NO. 82-654

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

A RESOLUTION APPROVING THE DEPARTMENT OF COMMUNITY SERVICES CAMP SACRAMENTO TRI-PLEX CABIN CONSTRUCTION

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

- 1. That construction of the Tri-plex Cabin project is hereby authorized to begin immediately;
- 2. That the FY 1982-83 Capital Improvement Program proposed \$17,000 is hereby approved for expenditure for the project (budget number 4-24-2410-2253-4820) and;
- 3. The above appropriation is to be funded by funds available in the Camp Sacramento Fund.

MAYOR

ATTEST:

CITY CLERK

APPROVED
BY THE CITY COUNCIL

SEP 14 1982

OFFICE OF THE
CITY CLERK



Public Hearing
29

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

August 24, 1982

Redevelopment Agency of the
City of Sacramento
Sacramento, California

CITY MANAGER'S OFFICE
RECEIVED

SEP 7 1982

APPROVED
SACRAMENTO REDEVELOPMENT AGENCY
CITY OF SACRAMENTO

SEP 14 1982

Honorable Members in Session:

SUBJECT: Parcel HC-17
(Assessor's Parcels #009-065-12 and 13)
Northeast Corner of 8th and S Streets (Paul Bernardis Redeveloper)

SUMMARY

The following was prepared as a status report which discusses (1) final plans, (2) evidence of financing, and (3) the assignment of the Contract for Sale of Land for Private Redevelopment by and between the Redevelopment Agency of the City of Sacramento and Paul Bernardis, Jr., dated May 4, 1981, which would (a) assign all rights, interests, and obligations from Paul Bernardis, Jr. to Bernardis-Carson, (b) require the Assignee to provide an option fee equal to ten percent (10%) of the purchase price (\$6,440) to be credited upon timely purchase, but credited to the Agency as earned if timely purchase should not occur, and (c) establish a new purchase price of \$64,400.

At its regular meeting of August 16, 1982, the Sacramento Housing and Redevelopment Commission recommended adoption of the attached resolution which (1) approves final construction plans, (2) approves evidence of financing, and (3) approves the attached Assignment Agreement which (a) assigns all rights, interests and obligations from Paul Bernardis, Jr. to Bernardis-Carson, a California General Partnership, (b) requires the Assignee to provide an option fee equal to ten percent (10%) of the purchase price (\$5,750) to be credited upon timely purchase, but credited to the Agency as earned if timely purchase should not occur, and (c) maintains the existing purchase price of \$57,500.

BACKGROUND

The subject property is located at the northeast corner of 8th and "S" Streets, within the Heavy Commercial Corridor of Capitol Mall Riverfront Project, Project Area No. 4 (Calif. R-67). This

9-14-82

D-1

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

Redevelopment Agency of the
City of Sacramento
August 24, 1982
Page Two

property is known as Disposition Parcel No. HC-17 and also as Assessor's Parcels #009-065-12 and 13.

In response to Agency advertisement of December 11 and 13, 1980 for the purchase and redevelopment of Parcel HC-17, two proposals were received on February 10, 1981. These proposals were from adjacent property owners, Paul Bernardis, Jr., and William Yaffee.

On March 24, 1981, by Resolution No. RA 81-028, the Agency made final selection of Paul Bernardis, Jr. as Redeveloper for this parcel. This same resolution authorized the execution of the Contract for Sale of Land and the Owner Participation Agreement (OPA). The terms of the Contract and OPA required Mr. Bernardis to develop a 14,400 square foot two-story office structure with 37 parking stalls at an estimated total development cost of \$952,300, and Mr. Bernardis was to utilize an adjacent 80' x 148' parcel (APN 009-065-19) which he presently owns, as part of the building site.

Mr. Bernardis' architect redesigned the parking layout (schematically approved by Resolution No. 81-028 on May 5, 1981) in order to avoid the necessity of obtaining a parking variance and has obtained City Planning Commission approval to consolidate the parcels. The project design was approved by the Architectural Review Board on July 1, 1981.

Mr. Bernardis presented the preliminary art plan to the Sacramento Metropolitan Arts Commission (SMAC) on December 10, 1981. That plan was approved and their staff recommended that final architectural plans be considered complete. The art plan consists of a lighted stained glass mural visible from "S" Street.

The final architectural plans were submitted to staff and found to be consistent with the Scope of Development, attached as Exhibit IV of the Contract for Sale of Land for Private Redevelopment, the Owner Participation Agreement approved by Agency Resolution No. RA 81-028, and the preliminary architectural plans approved on July 28, 1981 by Agency Resolution No. RA 81-055.

In accordance with the adopted Schedule of Performance, the Redeveloper was to submit final architectural plans within three (3) months of the approval of the preliminary plans. The Redeveloper was also required to submit evidence of financing within six (6) months of the effective date of the Contract for Sale of Land for Private Redevelopment.

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

Redevelopment Agency of the
City of Sacramento
August 24, 1982
Page Three

At its meeting of December 22, 1981, the Redevelopment Agency adopted Resolution No. RA 81-092 finding the Redeveloper in default. The finding of default provided a sixty (60) day period (to February 22, 1982) in which to cure the default. Agency staff received the bank's commitment for evidence of financing on March 30, 1982. The bank's commitment contained a number of conditions the developer could not accept. Staff discussed these conditions with the developer and administratively permitted them until April 16, 1982 to submit a funding proposal which was acceptable. On June 7, 1982, after Agency's initiation of the termination of Mr. Bernardis' Contract for Sale, proof of financing was secured (attached as Exhibit I). Financing consists of a first mortgage from Lloyds Bank of California in the amount of \$328,000 and a second mortgage from Crocker National Bank in the amount of \$440,000. The remaining \$158,900 will be in the form of cash equity from the developer.

In order to secure this financing program, Mr. Bernardis has requested that his Contract for Sale of Land be assigned to Bernardis-Carson. Bernardis-Carson is a California general partnership composed of Paul Bernardis, Jr. and Carson Development Company, Inc. The Redeveloper's Statement for Public Disclosure is attached as Exhibit II.

Submission of final plans and proof of financing has cured the previous default and the project will resume the required Schedule of Performance (attached as Exhibit III).

Agency staff recommends that in the case of assignment, rescheduling, redesign or other actions which result in the necessity for contract amendments, that a new purchase price consistent with Agency policy be established based on the fair market value.

FINANCIAL DATA

The sale price of Parcel No. HC-17 was set in late 1980 by private appraisal at \$57,500. The new fair market value was established by an update of the existing appraisal by the Sacramento County Real Estate Division (letter attached as Exhibit IV). This appraisal increases the market value from \$6.25 to \$7.00 per square foot, or from a total market value of \$57,500 to \$64,400. Staff is currently seeking Redevelopment Agency approval in concept of this purchase price increase. Bernardis-Carson and the Sacramento Housing and Redevelopment Commission do not concur with the staff

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

Redevelopment Agency of the
City of Sacramento
August 24, 1982
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recommendation and are seeking the maintenance of the existing purchase price. Therefore, staff is further recommending no further Agency action until the new purchase price is resolved and if the purchase price issue is not resolved within thirty (30) days that the subject contract be terminated and staff be directed to initiate solicitation of new proposals for the use of the subject site.

Mr. Bernardis has filed the appropriate document testifying that he will realize no profit as a result of the requested assignment.

Financing Plan

1. Source of financing

a. Lloyds Bank of California	\$328,000
b. Crocker National Bank	440,000
c. Bernardis-Carson	<u>158,900</u>
	\$926,900

2. Costs

a. Basic structure and site	\$531,900
b. Fixtures, finish furnishings, including tenant improvements	259,200
c. Indirect costs	<u>135,800</u>
	\$926,900

VOTE AND RECOMMENDATION OF COMMISSION

At its regular meeting of August 16, 1982, the Sacramento Housing and Redevelopment Commission recommended adoption of the attached resolution which (1) approves final construction plans, (2) approves evidence of financing, and (3) approves the attached Assignment Agreement which (a) assigns all rights, interests and obligations from Paul Bernardis, Jr. to Bernardis-Carson, a California General Partnership, (b) requires the Assignee to provide an option fee equal to ten percent (10%) of the purchase price (\$5,750) to be credited upon timely purchase, but credited to the Agency as earned if timely purchase should not occur, and (c) maintains the existing purchase price of \$57,500. The votes were as follows:

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

Redevelopment Agency of the
City of Sacramento
August 24, 1982
Page Five

- AYES: Knepprath, Luevano, A. Miller, B. Miller, Teramoto
- NOES: Dickinson, Walton
- ABSENT: Angelides, Fisher

RECOMMENDATION

The staff recommends adoption of the attached resolution which (1) approves final construction plans, (2) approves evidence of financing, and (3) approves the attached Assignment Agreement which (a) assigns all rights, interests and obligations from Paul Bernardis, Jr. to Bernardis-Carson, a California General Partnership, (b) requires the Assignee to provide an option fee equal to ten percent (10%) of the purchase price (\$6,440) to be credited upon timely purchase, but credited to the Agency as earned if timely purchase should not occur, and (c) increases the purchase price to \$64,400.

Respectfully submitted,



WILLIAM H. EDGAR
Executive Director

Deputy

TRANSMITTAL TO COUNCIL:


WALTER J. SLIFE
City Manager

Contact Person: Bruce D. Pope

RESOLUTION NO. 82-068

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

APPROVED
SACRAMENTO REDEVELOPMENT AGENCY
CITY OF SACRAMENTO

September 14, 1982

APPROVING ASSIGNMENT OF INTEREST AND
AUTHORIZING EXECUTION OF ASSIGNMENT AGREEMENT
AND AMENDMENT, AND APPROVING FINAL CONSTRUCTION
PLANS AND EVIDENCE OF FINANCING
PARCEL HC-17

SEP 14 1982

WHEREAS, the Agency entered into a Contract for Sale of Land for Private Redevelopment with Paul Bernardis, Jr., an individual, on May 4, 1981, in connection with the purchase and development of Parcel HC-17 in the Capitol Mall Riverfront Project, Project No. 4; and

WHEREAS, the Redeveloper has advised the Agency that in order to facilitate the development of the site and the construction of the improvements thereon, he desires to assign his rights and obligations with respect thereto to BERNARDIS-CARSON, a California general partnership; and

WHEREAS, an Assignment Agreement and Amendment to Contract for Sale of Land for Private Redevelopment and 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 the site, and finds that the terms and conditions of the proposed assignment will facilitate the prompt development of the site and construction of the improvements thereon; and

WHEREAS, a public hearing on said assignment was duly held on September 14, 1982 by the Agency after notice as required by 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; and

WHEREAS, the proposed Assignee has submitted Final Construction Plans and Evidence of Financing to the Agency for approval.

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

Section 1. The Redevelopment Agency hereby finds that BERNARDIS-CARSON, a California general partnership, is an acceptable Redeveloper, and the Agency hereby consents to and approves the assignment of the interests of Paul Bernardis, Jr., an individual, in Parcel HC-17, to BERNARDIS-CARSON, a California general partnership.

Section 2. The Chairman and Secretary are authorized to execute an Assignment Agreement and Amendment to Contract for Sale of Land for Private Redevelopment with Paul Bernardis, Jr., an individual, Assignor, and Bernardis-Carson, a California general partnership, Assignee, in form approved by Agency General Counsel, together with such other documents indicating the Agency's consent as required by law.

Section 3. The Agency hereby approves the Final Construction Plans and Evidence of Financing submitted by Bernardis-Carson, the proposed Assignee.

CHAIRMAN

ATTEST:

SECRETARY



Lloyds Bank California

601 "J" Street • Sacramento, California 95814 • (916) 441-7730

JOHN T. JONES
Vice President
Real Estate Industries Division

June 7, 1982

Johan Otto
Carson Development Company, Inc.
1126 - 2nd Street
Sacramento, California 95814

Re: Bernardis-Carson Development

Dear Johan:

Your loan request to provide funds for the construction of a 14,400+ GRA office building has been approved according to the following terms and conditions:

LOAN AMOUNT	\$395,000
RATE	1 point floating over LBC Prime
FEE	2 points (\$7,800)
TERM	6 months plus one 6 month extension option for 1 point (\$3,950), and any out-of-pocket expenses.

Additional conditions and items needed to facilitate and expedite the closing of this loan are summarized below with a full commitment to follow:

1. Execution of loan documents, including this commitment, to be prepared by legal counsel and paid for by borrower include.
 - a. Promissory Note
 - b. First Deed of Trust on all land and improvements
 - c. Assignment of Construction Contract between borrower and contractor
 - d. Appropriate Construction Loan Agreement
 - e. Assignment of Construction Plans and Specifications
 - f. Security Agreement
 - g. Building Loan Agreement
2. Receipt of an ALTA Lender's Policy
3. Receipt of a line item cost breakdown signed by the borrower and contractor

Johan Otto
Bernardis-Carson Development
June 7, 1982

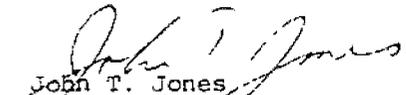
Page two

4. Receipt of two sets of grading plans and specifications to be signed by borrower, architect (engineer) and contractor with a review and cost analysis completed and approved by LBC inspecting architect.
5. Receipt of an acceptable Construction Contract (site work).
6. Receipt of insurance policy containing liability, workers' compensation and flood insurance, if required.
7. Evidence of compliance with all federal, state and local building regulations.
8. Approval of all credit, bank and trade checks on borrower and lead contractor.
9. Receipt of acceptable financial statements for borrower and lead contractor on LBC forms.
10. Receipt of Articles of Incorporation and Resolution to Borrow.
11. Review and approval of an appraisal to be provided by LBC fee appraiser.
12. Receipt of an acceptable soils report and site survey showing easements.
13. Loan Guarantees by Johan Otto, John F. Otto & Jack B. Bowker.
14. Receipt of acceptable Preliminary Title Report.
15. Open construction loan account.
16. Deposit of \$600,000 cash on prepaid expense prior to disbursement of LEC funds.
17. Payment of inspection fees prior to LBC construction disbursements.

Johan, by your acceptance and return of a signed copy of this letter, we are thereby authorized by you to proceed in closing this loan, thereby incurring costs including, but not limited to, legal and appraisal fees, which you accept responsibility for payment thereof. Please sign the enclosed copy of this letter and return it by June 10, 1982.

We look forward to having the opportunity to participate with your organization once again.

Sincerely,



John T. Jones
Vice President

ACCEPTED BY

Johan Otto, President
Bernardis-Carson Development



CROCKER NATIONAL BANK

SACRAMENTO MAIN OFFICE / BUSINESS BANKING CENTER
400 CAPITOL MALL, SACRAMENTO, CALIFORNIA 95814

WALTER M. PHILIPP
VICE PRESIDENT

June 7, 1982

Johan Otto, President
Carson Development Co., Inc.
1126 2nd Street
Sacramento, CA 95814

Dear Johan:

We are pleased to inform you of our approval to make a loan available to your company for the Carson-Bernardis development project at 815 'S' Street, Sacramento. The terms of our commitment are as follows:

Amount: \$440,000.00

Term: Demand - six months.

Interest Rate: Prime plus 1 1/2% to move with prime.

Collateral: Deed of Trust on "815 'S' Street" property. (Subject to consideration for subordination to an institutioned construction lender up to \$328,000.00.) with a lien position of, first or second.

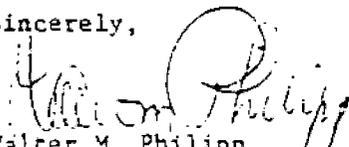
Repayment: 1) From sales of units of limited partnership interests in amounts and at times as are available within term.
2) Refinance of project.
3) Sale of project.
4) Other assets and/or income of yourselves.

Other Conditions: 1) Preliminary title report showing a lien position acceptable to the bank.
2) Evidence of hazard insurance effective at start of construction to be provided to the bank.

It is anticipated that the final draft of the prospectus for the sale of limited partnership interests will be provided to the bank before loan funds are called for.

It is a pleasure to be of continued service to you and your company.

Sincerely,


Walter M. Philipp

WMP/dmm

PART I

HUD-6004
(9-69)

REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE¹

A. REDEVELOPER AND LAND

- 1. a. Name of Redeveloper: Bernardis-Carson, a California general partnership
 - b. Address and ZIP Code of Redeveloper: 1126 2nd Street, Sacramento, CA 95814
 - c. IRS Number of Redeveloper:
2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to, the purchase or lease of land from

Sacramento Housing and Redevelopment Agency
(Name of Local Public Agency)

in Capitol Mall Riverfront Project Number 4
(Name of Urban Renewal or Redevelopment Project Area)

in the City of Sacramento, State of California
is described as follows²

HC 17

- 3. If the Redeveloper is not an individual doing business under his own name, the Redeveloper has the status indicated below and is organized or operating under the laws of California:

- A corporation.
- A nonprofit or charitable institution or corporation.
- A partnership known as Bernardis-Carson, a California general partnership
- A business association or a joint venture known as
- A Federal, State, or local government or instrumentality thereof.
- Other (explain)

- 4. If the Redeveloper is not an individual or a government agency or instrumentality, give date of organization:
pending

- 5. Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, and investors of the Redeveloper, other than a government agency or instrumentality, are set forth as follows:

¹If space on this form is inadequate for any requested information, it should be furnished on an attached page which is referred to under the appropriate numbered item on the form.

²Any convenient means of identifying the land (such as block and lot numbers or street boundaries) is sufficient. A description by metes and bounds or other technical description is acceptable, but not required.

- a. If the Redeveloper is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock¹
- b. If the Redeveloper is a nonprofit or charitable institution or corporation, the members who constitute the board of trustees or board of directors or similar governing body.
- c. If the Redeveloper is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.
- d. If the Redeveloper is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.
- e. If the Redeveloper is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

NAME, ADDRESS, AND ZIP CODE

POSITION TITLE (if any) AND PERCENT OF INTEREST OR DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

- 1. Paul Bernardis, Jr.
1812 9th Street
Sacramento, CA 95814
- 2. Carson Development Company, Inc.
1126 2nd Street
Sacramento, CA 95814

- 6. Name, address, and nature and extent of interest of each person or entity (not named in response to Item 5) who has a beneficial interest in any of the shareholders or investors named in response to Item 5 which gives such person or entity more than a computed 10% interest in the Redeveloper (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Redeveloper; or more than 50% of the stock in a corporation which holds 20% of the stock of the Redeveloper):

NAME, ADDRESS, AND ZIP CODE

DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

- 7. Names (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 5 or Item 6 above:
Carson Development Company, Inc., - Johan Otto, President
a California corporation

B. RESIDENTIAL REDEVELOPMENT OR REHABILITATION

(The Redeveloper is to furnish the following information, but only if land is to be redeveloped or rehabilitated in whole or in part for residential purposes.)

¹ If a corporation is required to file periodic reports with the Federal Securities and Exchange Commission under Section 13 of the Securities Exchange Act of 1934, so state under this Item 5. In such case, the information referred to in this Item 5 and in Items 6 and 7 is not required to be furnished.

1. State the Redeveloper's estimates, exclusive of payment for the land, for:

- a. Total cost of any residential redevelopment. \$
- b. Cost per dwelling unit of any residential redevelopment. \$
- c. Total cost of any residential rehabilitation \$
- d. Cost per dwelling unit of any residential rehabilitation \$

2. a. State the Redeveloper's estimate of the average monthly rental (if to be rented) or average sale price (if to be sold) for each type and size of dwelling unit involved in such redevelopment or rehabilitation:

<u>TYPE AND SIZE OF DWELLING UNIT</u>	<u>ESTIMATED AVERAGE MONTHLY RENTAL</u>	<u>ESTIMATED AVERAGE SALE PRICE</u>
	\$	\$

b. State the utilities and parking facilities, if any, included in the foregoing estimates of rentals;

c. State equipment, such as refrigerators, washing machines, air conditioners, if any, included in the foregoing estimates of sales prices:

CERTIFICATION

I (We) PALL BERNARDIS JR

certify that this Redeveloper's Statement for Public Disclosure is true and correct to the best of my (our) knowledge and belief.²

Dated: 5-7-72

Dated: _____

Pall Bernardis Jr
Signature

Signature

Title

Title

1212 - 5th Street N.Y.C.
Address and ZIP Code

Address and ZIP Code

¹ If the Redeveloper is an individual, this statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this statement.

² Penalty for False Certification: Section 1001, Title 18, of the U.S. Code, provides a fine of not more than \$10,000 or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of any Department

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY
 COMMUNITY DEVELOPMENT DEPARTMENT
 WORK ASSIGNMENT/PROGRAM REPORT

Division Redevelopment

Legislative Approvals and Dates:

1. _____
2. _____
3. _____

Project Type

- City Redevelopment
 County Housing
 Grant
 Technical

Project HC-17 Disposition (Office Development)

Responsible staff Notestine

Supervisor Pope

Updated 30 6 82
 Day Month Year

Legend

- Critical milestone (identify)
- △ Date project updated
- ▲ Current progress of project

Project Budget Construction Bid Amount Expenditures to date Funding Source
 \$ 920,000 \$ _____ \$ _____ \$ _____

Major Steps

Major Steps	Month	July			August			September			October			November			Dec						
	Week of	24	31	7	14	21	28	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	
Approval final plans, proof of financing & assignment																							
Close of escrow																							
Initiation of construction																							
Completion of construction																							

* → Construction to be completed within 6 months.

COUNTY OF SACRAMENTO

Inter-Department Correspondence

Date July 23, 1982

To : Gloria Shepard
Sacramento Housing & Redevelopment Agency

From : Jack Woolford
Sacramento County Real Estate Division

Subject : APPRAISAL UPDATE - 8th AND S STREETS

At your request we have updated the appraisal on two adjoining lots located at the northeast corner of 8th and S Streets in downtown Sacramento. The property is further identified as Assessor's Parcels 009-065-12 and 13. The original appraisal was made by David Lane in November 1980.

Unfortunately, due to the fact that adequate time was not allowed to do a proper market data study, we had to rely on older market data which was in our files. Most of this data came from an appraisal of a nearby parcel located at the northwest corner of 5th and S Streets. That appraisal was made for your agency and was completed in September 1981. This property and the subject parcels are zoned C-4 (Heavy Commercial) and are subject to the same general value influences. Please refer to these two appraisals for comparable market data.

Based upon a rather quick analysis of the data contained in these appraisals, it is the opinion of this appraiser that the subject property would have a value of about \$7.00 per square foot for its 9,200^{sq} square foot area. That yields a value of ~~\$68,600~~ ^{64,400} as of July 23, 1982 which is rounded to:

568,500 (SIXTY-EIGHT THOUSAND FIVE-HUNDRED DOLLARS)

JW:me

Jack Woolford

Changes made by Mike Notestine
Agency Staff

Mike Notestine

ASSIGNMENT AGREEMENT
AND AMENDMENT TO CONTRACT FOR
SALE OF LAND FOR PRIVATE REDEVELOPMENT

THIS ASSIGNMENT AGREEMENT AND AMENDMENT, made and entered into this _____ day of _____, 1982, by and among PAUL L. BERNARDIS, JR., an individual (hereinafter called the "Assignor"), and BERNARDIS-CARSON, a California general partnership (hereinafter called the "Assignee"), and the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, a public body, corporate and politic (hereinafter called the "Agency").

WITNESSETH:

WHEREAS, Assignor and Agency are parties to a certain Contract for Sale of Land for Private Redevelopment dated May 4, 1981 (hereinafter referred to as the "Contract of Sale"); and

WHEREAS, pursuant to said Contract of Sale, Agency has agreed to sell and Assignor has agreed to purchase and improve Parcel HC-17 (hereinafter referred to as the "Property"), subject to conditions, covenants and restrictions set forth therein, including the controls and restrictions of the Redevelopment Plan for the Capitol Mall Riverfront Project, Project No. 4, and the Declaration of Restrictions referred to in said Contract of Sale; and

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to acquire the rights and obligations of Assignor with respect to the Property upon the terms and conditions stated herein and in said Contract of Sale; and

WHEREAS, Assignee has submitted to the Agency evidence satisfactory to the Agency that Assignee has the financial resources and equity capital to obtain mortgage commitments necessary to purchase the Property, construct the Improvements thereon, and otherwise carry out Assignor's obligations under said Contract with respect to the Property; and

WHEREAS, the Agency deems that this assignment will advance the objectives of the Agency; and

WHEREAS, because of this assignment, it has become necessary to make certain modifications to said Contract of Sale.

NOW, THEREFORE, IT IS AGREED:

1. (a) For the sum of FORTY-ONE THOUSAND THREE HUNDRED TEN and NO/100 DOLLARS (\$41,310.00), which sum does not exceed Assignor's costs to date in connection with the above-mentioned Contract of Sale, and as evidenced by Affidavit prepared by Kenneth Belke, Certified Public Accountant, and the agreements of Assignor, Assignee and Agency herein contained, Assignor does hereby sell, assign, transfer, grant and convey to Assignee all of its right under said Contract of Sale. Wherever the term "Redeveloper" appears in this Assignment Agreement and Amendment, or in any other document relating to the Property, it shall include and refer to Assignee hereunder.

(b) It is understood and agreed that such sum of FORTY-ONE THOUSAND THREE HUNDRED TEN and NO/100 DOLLARS (\$41,310.00) shall be paid to Assignor by Assignee on or before _____

2. Assignee, for itself and its successors and assigns, assumes and agrees expressly for the benefit of the Redevelopment Agency of the City of Sacramento, and except as modified by this Assignment Agreement and Amendment, to comply with, perform and execute all of the covenants and obligations of Assignor contained in said Contract of Sale, and to be subject to all of the conditions and restrictions to which the Assignor is subject thereunder. It is the intention of the parties hereto that, except only in the manner and to the extent specifically provided otherwise in this Assignment Agreement and Amendment, or in the Contract of Sale, that this assignment and transfer of Assignor's interest in said Contract of Sale, shall in no way operate, legally or practicably, to deprive or limit Agency of or with respect to any rights, remedies or controls provided in or resulting from said Contract of Sale, and the construction of the Improvements thereunder that the Agency would have had, had this assignment not been made.

3. (a) As a material inducement to the Agency to consent to this assignment, Assignee covenants and agrees that it will construct the Improvements in accordance with the Contract of Sale and the requirements of the Redevelopment Plan for the Capitol Mall Riverfront Project, Project No. 4.

(b) Subject to all the terms, covenants and conditions of the Contract of Sale which are not inconsistent with this Assignment Agreement and Amendment, the Agency will convey the Property to the Assignee, upon the payment in full by the Assignee, which payment the Assignee hereby agrees to make, of a Purchase Price in the amount set forth in the Contract of Sale, as amended by this Assignment Agreement and Amendment.

4. Agency hereby acknowledges that Assignee is an acceptable Redeveloper and Agency expressly consents to this assignment.

5. Assignee has, prior to the execution of this Assignment Agreement and Amendment, delivered to the Agency an Option Payment in form satisfactory to the Agency in the amount of SIX THOUSAND FOUR HUNDRED FORTY and NO/100 DOLLARS (\$6,440.00).

6. Assignor and Assignee acknowledge that the Contract of Sale which is the subject of this assignment was executed contemporaneously with an Owner Participation Agreement by Assignor on a related parcel. Assignor and Assignee acknowledge that the subject Contract of Sale contains cross-default provisions relative to the Owner Participation Agreement which could result in a complete termination of the Assignor and/or Assignee's interest in the subject Agreement upon the occurrence of a default by the Assignor or his successor in interest under the Owner Participation Agreement. Assignor and Assignee expressly acknowledge and warrant to Agency that Agency's rights under such cross-default provisions will not be restrained, reduced or delimited as a result or by virtue of its approval of this assignment. Assignee expressly acknowledges and warrants that it accepts the assignment of the subject Contract of Sale subject to the existing cross-default provisions relating to the Assignor's Owner Participation Agreement and the risks attendant thereto.

7. The parties hereto agree that the Contract for Sale of Land for Private Redevelopment dated May 4, 1981, shall be amended as follows:

- (a) Section 1 shall be amended by deleting the amount of "FIFTY-SEVEN THOUSAND FIVE HUNDRED and NO/100 DOLLARS (\$57,500.00)", and substituting in lieu thereof:

"SIXTY-FOUR THOUSAND FOUR HUNDRED and NO/100 DOLLARS (\$64,400.00)".

- (b) Section 3 shall be amended by deleting subsections (a), (b), (c), (d), (e), (f) and (g) in their entirety. Substituted in lieu thereof shall be a new Section 3 to read as follows:

"SEC. 3. OPTION PAYMENT
 (a) In General

The Redeveloper has, prior to or simultaneously with the execution of this Agreement by the Agency, delivered to the Agency an option payment in the form of a cashiers check, in the amount of SIX THOUSAND FOUR HUNDRED FORTY and NO/100 DOLLARS (\$6,440.00) (an amount equal to ten percent (10%) of the Purchase Price), hereinafter called 'Option Payment'. The Option Payment shall be credited against the Purchase Price of the Property if and when such purchase shall occur. If such purchase should not occur within the time set forth herein, the Option Payment shall be deemed fully earned by the Agency and shall be retained thereby."

- (c) Subsection (h) of Section 3 entitled "Acknowledgement of Liquidated Damages Provisions" shall be redesignated as subsection "(b)".

(d) The designation of the Redeveloper contained in subsection (a) of Section 7 shall be amended to read as follows:

"BERNARDIS-CARSON
1126 Second Street
Sacramento, California 95814"

(e) A new subsection (g) shall be added to Section 9, to read as follows:

"(g) Remedies

(i) Subsection (b) of Section 702 shall be eliminated in its entirety.

(ii) Wherever the term 'Deposit' appears in Section 703 and 704, it shall be deemed to refer to 'Option Payment'."

(f) Exhibit "E", "Schedule of Performances" is hereby deleted. Substituted in lieu thereof is a new Exhibit "E" entitled "Amended Schedule of Performances". Said Amended Schedule of Performances is attached hereto and by this reference made a part hereof.

8. Except as modified by this Assignment Agreement and Amendment, all other terms and conditions of the Contract for Sale of Land for Private Redevelopment dated May 4, 1981, shall remain in full force and effect.

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

ASSIGNOR: PAUL L. BERNARDIS, JR., an individual

By _____

ASSIGNEE: BERNARDIS-CARSON, a California general partnership

By _____

By _____

AGENCY: REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

APPROVED AS TO FORM:

By _____ Chairman

General Counsel

By _____ Secretary

EXHIBIT "E"

AMENDED SCHEDULE OF PERFORMANCES

- 1. The Agency shall approve or disapprove Redeveloper's Final Construction Plans and Evidence of Financing. On or before September 14, 1982.
- 2. Redeveloper shall deposit the Purchase Price for the Property into escrow. On or before September 28, 1982.
- 3. Agency shall deposit the Deed for the Property into escrow. On or before September 28, 1982.
- 4. The Purchase Price for the Property shall be paid to the Agency, the Deed delivered to the Redeveloper, and escrow shall be closed. On or before October 12, 1982.
- 5. Redeveloper shall commence construction of the Improvements on the Property. On or before October 26, 1982.
- 6. Redeveloper shall complete construction of the Improvements on the Property. On or before April 26, 1983.