

**RESOLUTION NO. 84-062**

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

November 20, 1984

AMENDMENT TO OWNER PARTICIPATION  
AGREEMENT-RAMONA HOTEL PARKING

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

Section 1. The Executive Director is authorized to  
execute an amendment, relating to parking, to the Owner  
Participation Agreement for the Ramona Hotel, as attached  
hereto as Exhibit "A".

  
CHAIRMAN

ATTEST:

  
ASSISTANT SECRETARY

**RESOLUTION No. 84-062**

NOV 20 1984

FIRST AMENDMENT TO  
OWNER PARTICIPATION AGREEMENT

THIS FIRST AMENDMENT to the Owner Participation Agreement, made and entered into NOVEMBER 20, 1984, by and between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO (hereinafter called "Agency"), and RAMONA HOTEL INVESTORS (hereinafter called "Owner").

WITNESSETH:

WHEREAS, Agency and Owner entered into an Owner Participation Agreement dated June 3, 1983, providing for the rehabilitation of the property known as the "Ramona Hotel" located in the block bounded by J, K, L, 6th and 7th Streets; and

WHEREAS, Agency and Owner now desire to amend said Owner Participation Agreement to add provisions relating to the provision of parking.

NOW, THEREFORE, Agency and Owner agree that said Owner Participation Agreement dated June 3, 1983, is hereby amended by adding Section 21, as follows:

"21. Agency shall provide sixty-six (66) monthly parking permits to Owner for lease on a month-to-month basis under the following terms and conditions:

(a) Thirty-three (33) of the aforesaid parking permits shall permit use of parking spaces located in the underground parking facility located on the blocks bounded by 5th, 6th, J and L Streets (Lot K).

RESOLUTION No. 84-062  
NOV 20 1984

(b) The remaining thirty-three (33) aforesaid parking permits shall permit use of parking spaces located in:

- (1) the parking facility located on the blocks bounded by 2nd, 3rd, I and K Streets in the City of Sacramento (Lot P); and/or
- (2) Such other parking facility as may be mutually agreed to by the parties hereto.

(c) Said parking permits shall permit use of parking spaces at said locations under the same terms and conditions permitted under monthly parking permits offered to the general public.

(d) From the execution of this Agreement, Agency shall make said sixty-six (66) parking permits available to Owner. Thereafter, Owner may lease up to sixty-six (66) parking permits.

(e) Subject to payment required by (g) below, Agency shall continue to make said parking permits available to Owner except that the number of permits made available to Owner by Agency pursuant to this Agreement shall be subject to reduction, at the election of Agency in direct proportion to the number of monthly parking permits (other than permits made available to Owner pursuant to this Agreement) allocated to Lot K which the City of Sacramento or Agency refuses to renew to persons who held such permits during the prior month and desire to renew such permits.

(f) Owner shall lease up to sixty-six (66) parking permits at the prevailing rate charges to other persons parking in the same parking facility as established by the City Council from time to time .

(g) Lease payment for all said parking permits leased shall be paid in a lump sum due on the first day of each month and shall be paid in any reasonable manner established from time to time by Agency or the City of Sacramento.

**RESOLUTION No. 84-062**  
**NOV 20 1984**

(h) Owner shall provide the parking permits which Owner has leased from Agency only to tenants or the agents and employees of tenants of the property and at a monthly rate which shall not exceed the rate Owner pays to Agency for each parking permit.

(i) Agency shall have reasonable access to the records of Owner regarding administration of said parking permits.

(j) This Agreement shall in no way obligate Agency to construct or purchase parking spaces for the use of Owner or Owner's tenants.

(k) All prior agreements oral or written between Owner and Agency or the City of Sacramento regarding parking for the Ramona Hotel are void as of December 1, 1984. This Agreement shall be the sole agreement governing parking for the Ramona Hotel and shall be interpreted as prevailing over any other agreement.

Except as modified herein, all other terms and conditions of the Owner Participation Agreement dated June 3, 1983, shall remain unchanged and in full force and effect.

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

REDEVELOPMENT AGENCY OF THE CITY  
OF SACRAMENTO

By:

*Andrew J. Mason*  
Acting Executive Director

APPROVED AS TO FORM:

*James S. Soloway*  
Agency Counsel

RAMONA HOTEL INVESTORS

By:

*George C. Taylor*

By:

*Harry C. Bender*

RESOLUTION No. 84-092

NOV 20 1984