

# RESOLUTION NO. 82-033

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF

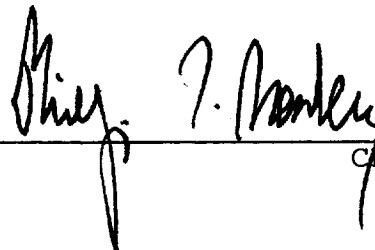
April 27, 1982

APPROVING AND AUTHORIZING EXECUTION OF  
RELOCATION ASSISTANCE AGREEMENT  
FOR MARK TWAIN AND BACHMAN ARMS HOTELS

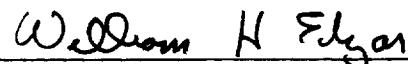
BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE  
CITY OF SACRAMENTO:

Section 1. The Agency hereby approves the Agreement  
for relocation assistance in connection with the Mark Twain  
and Bachman Arms Hotels.

Section 2. The Executive Director is authorized to  
execute said Agreement on behalf of the Redevelopment Agency,  
substantially in the form attached hereto.

  
\_\_\_\_\_  
CHAIRMAN

ATTEST:

  
\_\_\_\_\_  
SECRETARY

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AGREEMENT

THIS AGREEMENT, made this 27 day of April, 1982, by and between 1300 "I" STREET ASSOCIATES, a California general partnership (hereinafter "Owner"), MINORU MIKE HAYASHI (hereinafter "Operator"), and the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, a public body, corporate and politic (hereinafter "Agency").

WHEREAS, Owner is the owner of record of those premises (hereinafter "premises) commonly known as the Mark Twain Hotel, 1316 I Street, Sacramento, California, and the Bachman Arms Hotel, 1320 I Street, Sacramento, California, and more particularly described as set forth in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Operator is currently operating the premises on behalf of Owner as residential hotels; and

WHEREAS, Owner is desirous of terminating the operation of the premises as residential hotels and demolishing all improvements thereon; and

WHEREAS, Owner has served or caused to be served notices of termination of tenancy upon all tenants of the premises to be effective May 15, 1982; and

WHEREAS, Agency has determined that a majority of the present tenants upon the premises are elderly and will incur difficulties in locating new residences upon the vacation of the premises; and

WHEREAS, Agency has determined that it is in the public interest for it to provide certain assistance and benefits to tenants meeting certain qualifications; and

WHEREAS, the parties desire to provide for the orderly and efficient delivery of such assistance and benefits.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises given hereunder, agree and covenant as follows:

1. Effective immediately upon the execution hereof, Owner and Operator will cease any re-rental or re-occupancy on any basis of any unit

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vacant as of the date hereof or which shall hereafter become vacant.

2. Owner and Operator may pursue the various possessory remedies available to them under Chapter 4 of Title 3 of Part 3 of the California Code of Civil Procedure relating to actions for unlawful detainer, forcible entry, and forcible detainer; Provided that neither Owner nor Operator shall seek or request or cause to be sought or requested the service of any writ of possession or writ of restitution of the premises as to any portion of the premises prior to June 15, 1982.

3. Owner and Operator shall forthwith make available to Agency all records within their knowledge or possession pertaining to the current occupancy of the premises including but not limited to the current hotel registers and any other records which would tend to verify the length of occupancy of the various tenants of the premises.

4. Owner and Operator shall make available to Agency office space suitable for not less than three (3) persons conveniently located in or adjacent to the main lobbies of the hotels operated upon the premises for the period from and including April 28, 1982 to and including June 15, 1982 or the last day of occupancy of the last legal occupant of the premises, the earlier thereof. Said space shall be made available to Agency without cost or charge and shall include the provision of local telephone service.

5. Agency shall make available to the tenants of the premises such staffing and other consultation services upon the premises as is reasonably necessary, in the judgment of the Agency, to accomplish the purposes of the relocation assistance program established by Agency for the benefit of the occupants of the premises.

6. The obligations undertaken by Owner and Operator by means of this Agreement shall constitute the full extent of the duties and responsibilities required of them by the City of Sacramento and/or the Redevelopment Agency of the City of Sacramento and all departments of each entity with regard to the relocation of the occupants of the premises herein described.

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

AGENCY: REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

By William H. Edgson  
Executive Director

OWNER: 1300 "I" STREET ASSOCIATES, a California general partnership

By Michael Walsh  
Partner

OPERATOR: MINORU MIKE HAYASHI

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IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

AGENCY: REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

By William H. Edger  
Executive Director

OWNER: 1800 "M" STREET ASSOCIATES, a California general partnership

By \_\_\_\_\_  
Partner

OPERATOR: MINORU MIKE HAYASHI

Minoru Mike Hayashi

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