

RESOLUTION NO. 83-030

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

April 12, 1983

TRAVELERS HOTEL DEVELOPMENT

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

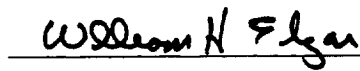
Section 1. The Agency hereby approves the submitted  
Final Plans for the development of the Travelers Hotel.

Section 2. The Agency hereby authorizes the Executive  
Director to execute the Owner Participation Agreement with  
Stephen K. Brown, for the development of the Travelers Hotel,  
attached hereto as Attachment 1.

Section 3. The Agency hereby approves the new Schedule  
of Performance for redevelopment of the Travelers Hotel described  
in Attachment 2, attached hereto.

  
CHAIRMAN

ATTEST:

  
SECRETARY

RESOLUTION No. 83-030  
APR 12 1983 (12)

OWNER PARTICIPATION AGREEMENT

AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1983, by and between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, a public body, corporate and politic (hereinafter "Agency"), and STEPHEN K. BROWN, a married man (hereinafter "Owner").

## WITNESSETH:

WHEREAS, Owner is the owner of that certain real property (hereinafter "Property"), described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Property is situated within the boundaries of the Capitol Mall Extension, Project No. 3 (hereinafter referred to as the "Project Area") and is subject to redevelopment in accordance with the provisions of the Redevelopment Plan adopted by the Agency on April 11, 1960, and adopted by the City Council of the City of Sacramento on June 16, 1960, as Ordinance No. 2208, Fourth Series, and as subsequently amended; and

WHEREAS, said Redevelopment Plan contains provisions for the participation by certain owners of property lying within the Project Area upon terms and conditions to be prescribed by the Agency; and

WHEREAS, Owner desires to participate in the redevelopment of the Property in accordance with the Redevelopment Plan; and

WHEREAS, the value of Owner's Property will be substantially increased by the carrying out of said Redevelopment Plan by Agency; and

WHEREAS, the successful culmination of redevelopment within the Project Area is, in part, dependent upon creating certain land use restrictions and other controls upon property within the Project Area; and

WHEREAS, Agency entered into an Owner Participation Agreement pursuant thereto dated August 28, 1961, with George Lay, who was then the owner of the aforesaid Property; and

WHEREAS, Owner is the successor in interest to the aforesaid George Lay; and

WHEREAS, since the time of the aforesaid Agreement certain changes have occurred in the Redevelopment Plan for the Property; and

WHEREAS, the structure has remained vacant since 1977 and is creating a serious adverse impact on the redevelopment and economic well-being of the downtown Sacramento Area; and

WHEREAS, the parties hereto desire to set forth their agreement with respect to certain controls to be imposed on Owner's Property.

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

1. Agency will cause the Redevelopment Plan, adopted by the City Council of the City of Sacramento on June 16, 1960, as Ordinance No. 2208, Fourth Series, together with any amendment or amendments thereto hereafter adopted in the manner required by law, for the Project Area to be carried out in the manner provided for therein; provided, however, that no amendment to or of the Redevelopment Plan will be made increasing the duties or obligations of the Owner in connection therewith without the prior written consent of the Owner.

2. (a) Agency will convey to Owner all of its right, title and interest in the parcel described in Exhibit "C" attached hereto. At the time of conveyance, Owner shall pay to Agency a sum equal to the number of square feet in said parcel multiplied by Four and 80/100 Dollars (\$4.80). Agency will convey said parcel described in Exhibit "C" hereto within fifteen (15) days after all of the following have occurred:

- (i) Agency approves the detailed plans and specifications submitted pursuant to Paragraph 5(a) herein;
- (ii) The City of Sacramento abandons the alley located in the block bounded by 4th, 5th, J and K Streets; and
- (iii) Owner submits to Agency a quitclaim deed executed by Downtown Plaza Associates (hereinafter "DPA") conveying all rights and interests DPA may have in said parcel described in Exhibit "C" hereto.

(b) Said parcel described in Exhibit "C" hereto shall be conveyed by a grant deed containing the following provisions:

- (i) No warranty as to the rights of DPA under agreement with Agency;
- (ii) Reservation of easement for light and air;
- (iii) Property will revert if Owner defaults in its obligations to rehabilitate the Travelers Hotel; and
- (iv) Upon completion of rehabilitation of the Travelers Hotel, Agency will issue a Certificate of Completion. Upon issuance of said Certificate, the reversionary right of Agency pursuant to (iii) above will terminate.

3. Owner agrees to devote the Property and the parcel described in Exhibit "C" hereto to the uses specified in the Redevelopment Plan and to comply with all other provisions and conditions of said Redevelopment Plan for the period of time such Plan is in force and effect; provided, however, that the physical standards and requirements shall be as set forth in this Agreement.

4. Owner shall, at its sole cost and expense, cause detailed plans and specifications to be prepared for the work described on the preliminary plans and specifications prepared by Angello-Vitiello-Niiya, Inc., dated January 15, 1982, and attached hereto as Exhibit "D". Such work shall be performed within the time and in the manner set forth herein.

5. (a) Within ninety (90) days after the date of the execution of this Owner Participation Agreement, Owner shall at its sole cost and expense, cause detailed plans and specifications to be prepared and shall, within such time, submit such plans and specifications to Agency for its approval. Said plans and specifications shall be substantially in accordance with the preliminary plans and specifications prepared by Angello-Vitiello-Niiya, Inc., dated January 15, 1982.

(b) Within one hundred twenty (120) days after the approval of the detailed plans and specifications by the Agency, Owner shall commence the alteration, improvement, modernization and rehabilitation of the Property in accordance with such plans and specifications. Owner shall pursue such work with due diligence and shall complete such work within twenty-four (24) months after the commencement thereof. All such alteration, improvement, modernization and rehabilitation of the Property shall be made at Owner's sole cost and expense. Owner shall not construct any improvements on the Property or on the parcel described in Exhibit "C" hereto which are not described in the plans and specifications referred to in this paragraph unless Owner has received prior written consent from Agency. In making a determination whether to grant written consent to said improvements, Agency may take into account the impact said improvements may have on

83-039

other developments in the redevelopment area.

(c) No provision of this Agreement shall operate to relieve Owner from its duty and obligation to comply fully with all statutes, ordinances, regulations and procedures of any applicable governmental entity.

6. Owner shall, within ninety (90) days after receipt of written notice from Agency, join with Agency in executing covenants, conditions and restrictions which shall take the form of a Declaration of Restrictions, to be recorded in the office of the County Recorder of Sacramento County. Such Declaration of Restrictions shall be in substantially the form attached hereto as Exhibit "B" and by reference made a part hereof, in which the Property is described as Parcel "A". In connection with the physical standards and requirements contained in said Declaration of Restrictions and applicable to the property described therein other than the Property, the parties hereto agree that the Owner shall, with respect to said Parcel "A", perform the following requirements:

(a) The size of the building located on the Property shall not be increased in any way beyond the size shown on the preliminary plans and specifications referred to in Paragraph 4 hereof without the prior written consent of the Agency. Development is limited to an eight (8) story building of not more than 113,000 square feet.

(b) No setback lines shall be required for the structure situated on the Property.

(c) Service areas for loading, unloading and service to the Property shall be provided by the Owner. The design of such areas shall be approved by the Agency.

7. Owner agrees to join with Agency, upon written request therefor, in any and all proceedings that may be necessary for the abandonment of streets, alleys or other public ways within the Project Area, and to grant easements for utilities, as may be necessary from time to time in order to effectuate the Redevelopment Plan, but without cost to Owner.

8. The parties hereto acknowledge that as of the date of execution of this Agreement, the exact plans for the location of easements for utilities and the status of the rights-of-way adjoining the Property cannot be ascertained. In this connection, Agency agrees that it shall not approve any plans or take any action with respect to the relocation of rights-of-way or other easements or utilities that would impose an undue economic burden on Owner.

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

10. In the event of the demolition or destruction of the improvements presently situated on the Property at any time during the term covered by the Declaration of Restrictions hereinabove referred to, then, upon any such demolition or destruction, the provisions of this Agreement shall forthwith terminate, and Owner shall then join in the execution of a Declaration of Restrictions covering the Property similar to that set forth as Exhibit "B"; and thereafter Owner shall be entitled to redevelop the Property and in doing so comply with all of the then applicable provisions of the Redevelopment Plan as a Redeveloper.

11. (a) In the event Owner shall default with respect to its obligations under Paragraphs 4, 5 or 6 hereof, Owner shall, upon written notice from Agency, proceed immediately to cure or remedy such default within one hundred twenty (120) days after receipt of such notice. In case such action is not taken or diligently pursued, or the default is not cured or remedied within the specified time, then the Agency shall have the right to enter the Property and take possession and cause title to vest in the Agency; provided that any vesting of title shall always be subject to and limited by and shall not defeat or render invalid or limit in any way, the lien of any mortgage, deed of trust, or other lending instrument given in connection with the rehabilitation of the building on the Property, or any rights or interests for the protection of the holders of any such mortgage, deed of trust, or other lending instruments.

(b) Upon vesting in the Agency of title to the Property, as provided in subdivision (a) of this paragraph, Agency shall use its best efforts to re-sell the Property (subject to any mortgage liens) as soon and in such manner as the Agency shall find feasible and consistent with the objectives of the Redevelopment Plan to a qualified and responsible party or parties (as determined by the Agency) who will assume the obligations of Owner under this Agreement. Upon such resale of the Property, the proceeds thereof shall be applied first to reimburse the Agency for all costs and expenses incurred by the Agency including litigation expenses and reasonable attorneys fees in connection with the recapture, management and resale of the Property. Any balance remaining after such reimbursement shall be paid to Owner.

(c) The provisions of this paragraph shall be inoperative and of no further force and effect upon completion of the rehabilitation of the building on the Property as evidenced

by a Certificate of Completion issued in recordable form by the Agency.

12. Time is of the essence hereof. The parties hereto recognize that Owner has expended a substantial amount of money in preparing for the rehabilitation of the building on the Property. In connection with approvals to be given by the Agency, the Agency recognizes that approvals of the same subject matter may be required by other governmental entities (e.g., the Federal and State historic preservation offices) and agrees to act reasonably and expeditiously in granting approvals.

13. The employees and agents of Agency shall, at all reasonable times, have access to the Property for the purposes of making such inspections, surveys and examinations of the same as may be reasonable and necessary in the performance of its obligations to carry out redevelopment in accordance with the Redevelopment Plan.

14. This Agreement shall be binding upon and shall inure to the benefit 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 or owners thereof, and all of the tenants, lessees, sublessees, and occupants of such Property.

15. The acquisition of the Property by any other governmental entity shall forthwith terminate this Agreement and all obligations and duties of the parties hereunder.

16. Agency shall provide and Owner shall lease, two hundred (200) monthly parking permits for a period of ten (10) years under the following terms and conditions:

(a) The aforesaid parking permits shall permit use of parking spaces located on (i) the block bounded by 4th, 5th, J and K Streets, and in the event a permanent parking structure is constructed on said block within said permanent parking structure; and/or (ii) the underground parking facility located on the block bounded by 5th, 6th, J and L Streets; and/or (iii) the parking facility located on the block bounded by 3rd, 4th, K and L Streets in the City of Sacramento. Allocation of said parking permits among the above three locations shall be within the sole discretion of Agency.

(b) Said parking permits shall permit use of parking spaces at the said locations under the same terms and conditions permitted under monthly parking permits offered at said locations to the general public. In the event that all three said locations are no longer being made available to the

general public for parking on a monthly basis, Agency shall allocate one or more other locations or parking facilities within eight hundred feet (800') of the Property for use of the holders of said parking permits leased by Owner.

(c) Within one hundred eighty (180) days from the execution of this Agreement, Agency shall make all said two hundred (200) parking permits available to Owner. Thereafter Owner shall commence and continue to lease all two hundred (200) parking permits not later than the times specified as follows:

- (i) On January 30, 1984, Owner will commence and continue to lease a minimum of fifteen (15) parking permits and every month thereafter shall commence and continue to lease a minimum of fifteen (15) additional parking permits until Owner has leased two hundred (200) parking permits.
- (ii) Owner shall commence and continue to lease all two hundred (200) parking permits from a date no later than March 1, 1985.

(d) Agency shall continue to make available and Owner shall continue to lease all two hundred (200) said parking permits for a period of ten (10) years from the date Owner commences to lease the two hundredth (200th) parking permit, or March 1, 1985, whichever date occurs first.

(e) From the time Owner commences to lease the first (1st) parking permit until Owner commences to lease the two hundredth (200th) parking permit, or March 1, 1985, whichever date occurs first, Owner shall pay Agency for each parking permit the monthly rate of Thirty-Six Dollars (\$36.00). Thereafter Owner shall lease all two hundred (200) parking permits and pay Agency a monthly rate for each parking permit as follows:

<u>Year</u>	<u>Per Stall</u>
1	\$36
2	39
3	43
4	47
5	51
6	55
7	57
8	57
9	57
10	57

(f) Lease payments for all said parking permits leased, shall be paid in a lump sum due on the first day of each month.



(g) 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.

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

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

17. This Agreement may be signed in two or more counterparts and all such counterparts shall constitute one instrument.

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

AGENCY: REDEVELOPMENT AGENCY OF THE CITY  
OF SACRAMENTO

By \_\_\_\_\_  
Executive Director

OWNER: STEPHEN K. BROWN, a married man,  
and \_\_\_\_\_, his wife

\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Agency Counsel

83-039

EXHIBIT "A" Description of Owner's Property

EXHIBIT "B" Declaration of Restrictions

EXHIBIT "C" Property description of 20 feet  
to South and 30 feet to East of  
premises.

EXHIBIT "D" Reduction of plans suitable for  
recordation.

RESOLUTION No. 83-030

APR 12 1983

(21)

EXHIBIT A

PARCEL D-2 TRAVELER'S HOTEL

All that certain real property situated within the City of Sacramento, State of California, according to the official map or plat of said City, and being all that portion of the block bounded by J and K Streets, 4th and 5th Streets described as follows:

Beginning at the intersection of the westerly line of 5th Street and the southerly line of J Street; thence along the westerly line of 5th Street South  $18^{\circ} 29' 43''$  West 180.60 feet; thence North  $71^{\circ} 31' 03''$  West 110.38 feet; thence North  $18^{\circ} 29' 22''$  East 180.74 feet to a point on the southerly line of J Street; thence along the southerly line of J Street South  $71^{\circ} 25' 10''$  East 110.40 feet to the point of beginning and containing 19,944 square feet, more or less.

RESOLUTION No. 83-030

APR 12 1963

EXHIBIT C

PARCEL D-3 TRAVELER'S HOTEL ADDITION

All that certain real property situated within the City of Sacramento, State of California, according to the official map or plat of said City, and being all that portion of the block bounded by J and K Streets, 4th and 5th Streets described as follows:

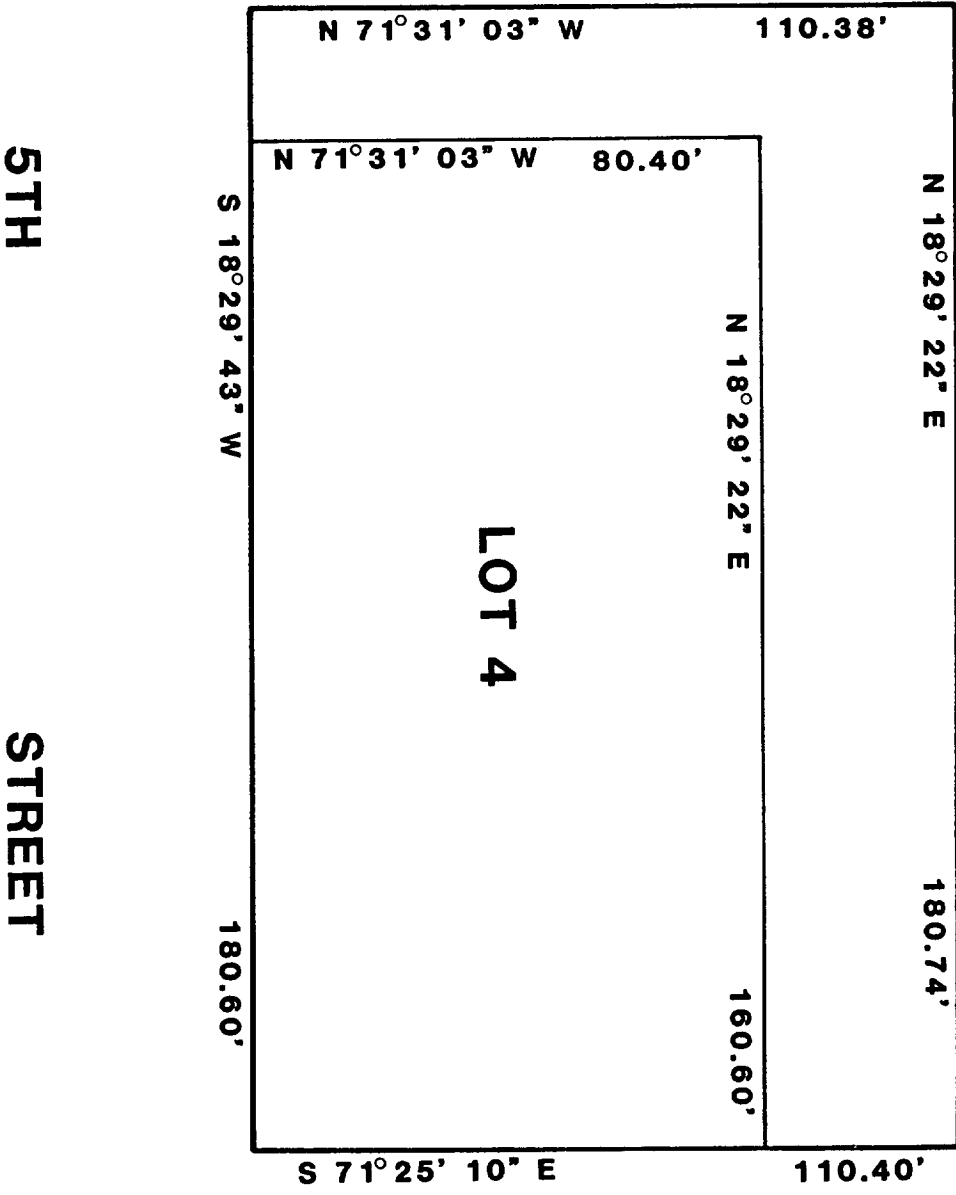
Beginning at the intersection of the westerly line of 5th Street and the southerly line of J Street; thence along the westerly line of 5th Street South  $18^{\circ} 29' 43''$  West 180.60; thence North  $71^{\circ} 31' 03''$  West 110.38 feet; thence North  $18^{\circ} 29' 22''$  East 180.74 feet to a point on the southerly line of J Street; thence along the southerly line of J Street South  $71^{\circ} 25' 10''$  East 110.40 feet to the point of beginning.

Excepting therefrom Lot 4 in block bounded by J and K, 4th and 5th Streets of the City of Sacramento, according to the official map thereof.

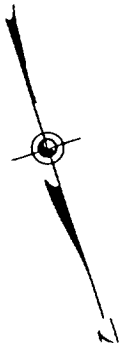
RESOLUTION No. 53-030

APR 12 1966

# TRAVELERS HOTEL



SCALE 1" = 30'



RESOLUTION No. 63-030

APR 12 1963

DATE	8-11-82-100
BY	
CHECKED	
APPROVED	
PROJECT NO.	
SHEET NO.	
TOTAL SHEETS	

6

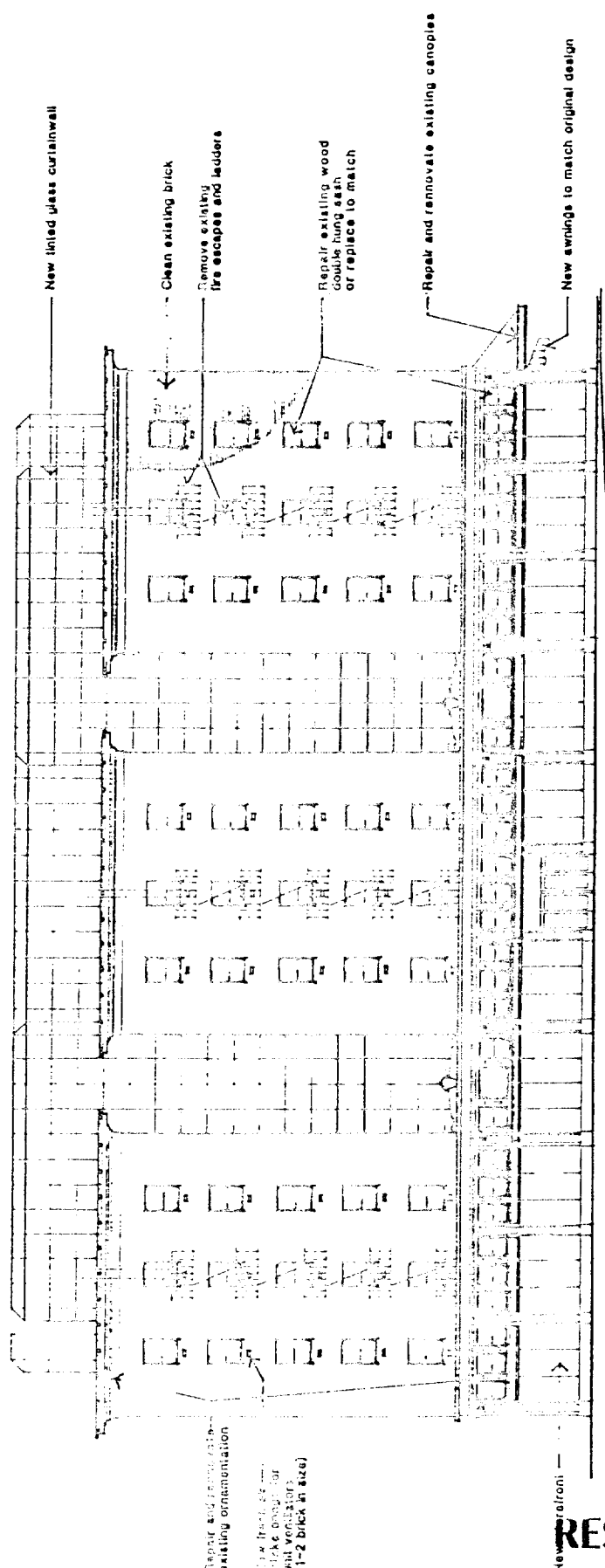


EXHIBIT D

EAST ELEVATION (5TH STREET)

1/8" = 1'-0"

AK3 82-100

January 20, 1982

RESOLUTION No. 83-030

APR 12 1983

Arcebedo - Villabro  
 Nyls - Inc.  
 Architects



1. This plan shows the proposed new south elevation of the Travelers Hotel, located at 6th and J Streets, Sacramento, California. The existing building is shown in dashed lines, and the new work is shown in solid lines. The plan shows a new south elevation of 110 feet by 110 feet, with a new glass curtain wall and new brickwork.

2. The new south elevation is to be constructed of brick, with a new glass curtain wall on the left side. The new brickwork is to be in the same color and pattern as the existing brickwork on the building.

3. The new glass curtain wall is to be made of 1/2 inch thick glass, with a new metal frame. The new metal frame is to be made of galvanized steel, with a new finish of white enamel. The new glass curtain wall is to be set back from the existing building by 10 feet.

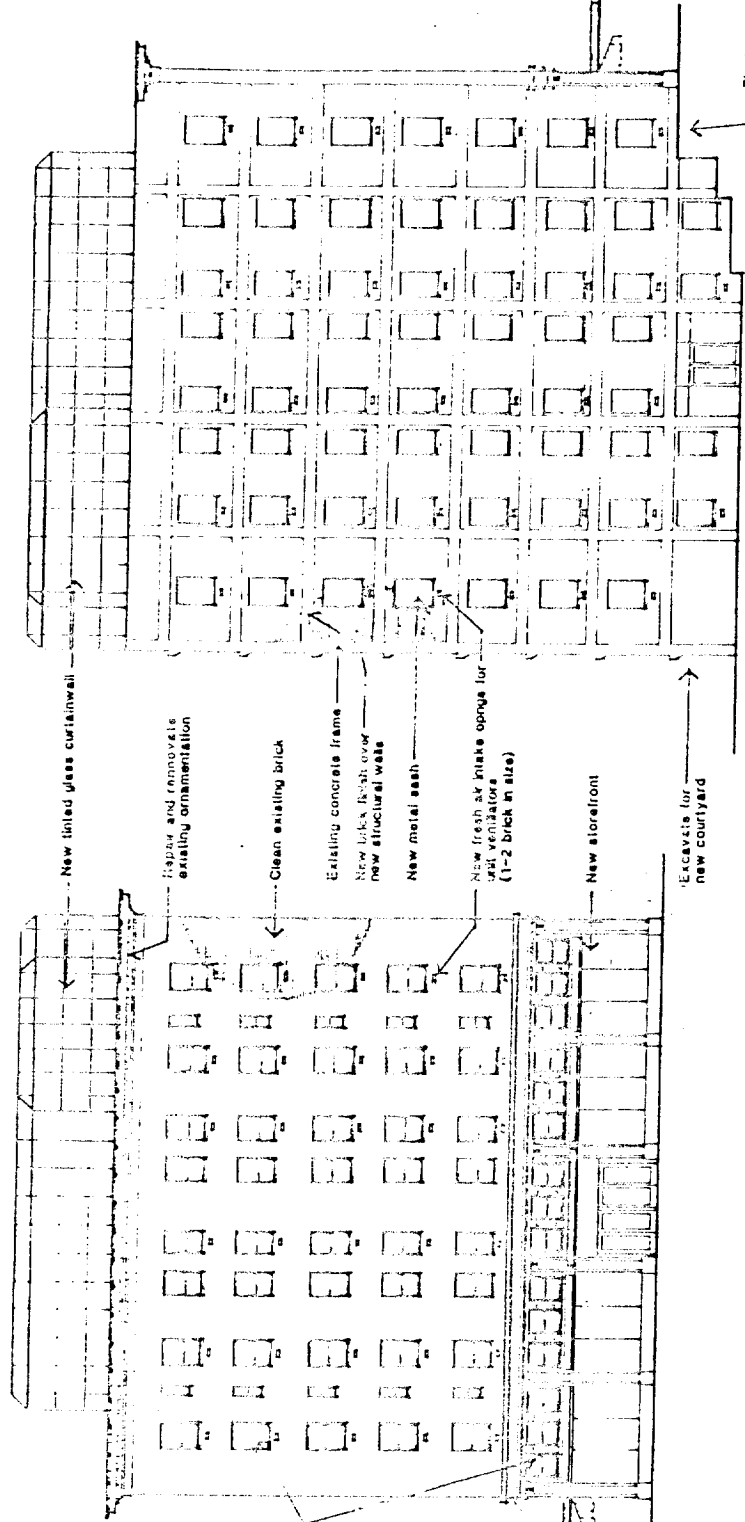
4. The new brickwork is to be made of brick, with a new finish of red. The new brickwork is to be set back from the existing building by 10 feet.

Travelers Hotel

6th and J Streets  
 Sacramento  
 California

NO.	DATE	DESCRIPTION
1	1-20-82	ISSUED FOR PERMITS
2		
3		
4		
5		
6		
7		
8		
9		
10		

7



SOUTH ELEVATION

NORTH ELEVATION ( J STREET )

ARB 62-100

1-20-82

Repair and renovate existing brickwork or replace to match

Repair and renovate existing canopies

New awnings to match original design

RESOLUTION No. 63-020

APR 1 8 #765

(26)

Arjolo - Vitello  
Nilsa - Inc.

Architect

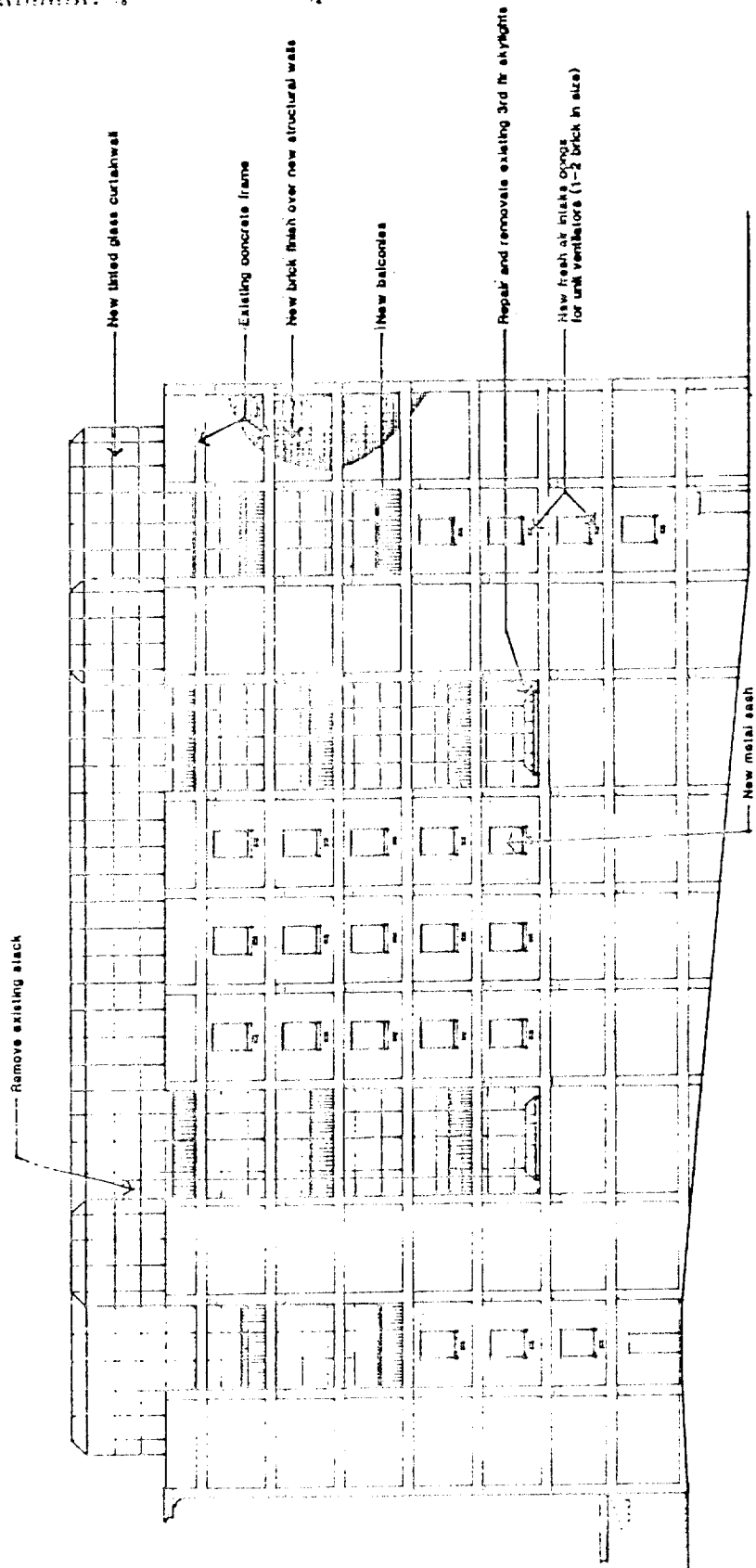


1115 Broadway, Suite 400  
San Francisco, California 94103  
Telephone (415) 774-1115

Travelers Hotel

6th and J Streets  
Sacramento  
California


88



WEST ELEVATION



Argento - Vitale  
 Naya - Inc.

Architect

1111 J Street, Sacramento, CA 95811

THIS PLAN IS THE PROPERTY OF ARGENTO-VITALE NAYA INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ARGENTO-VITALE NAYA INC. ANY VIOLATION OF THESE TERMS SHALL BE SUBJECT TO LEGAL ACTION.

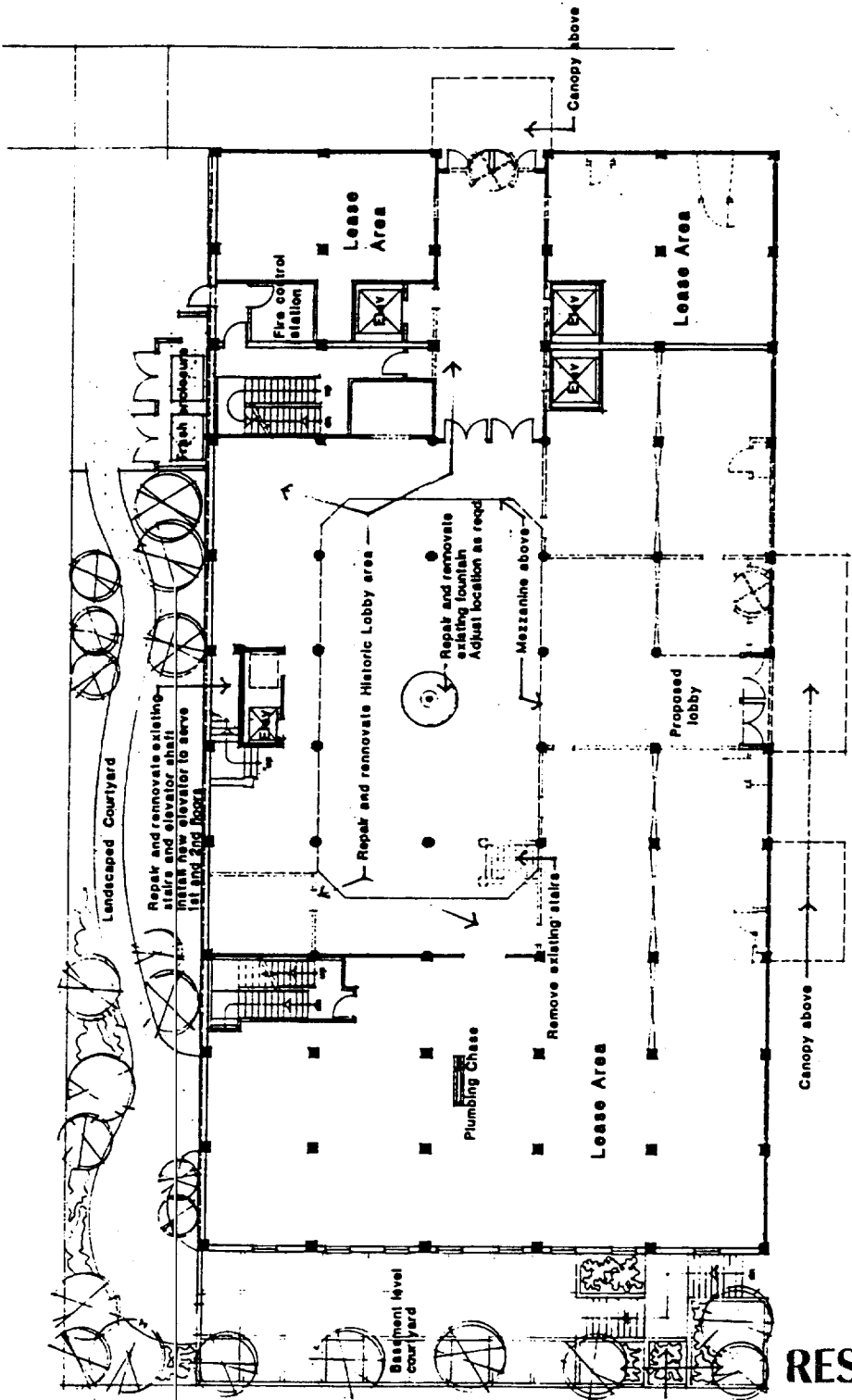
Travelers Hotel

6th and J Streets  
 Sacramento  
 California

DATE	01-08-80
DRAWN BY	
CHECKED BY	
SCALE	

2

J STREET



**Legend**

- New Wall
- Existing Wall
- Existing wall to be removed
- Existing columns
- Shear walls
- Steel bracing
- Smoke-activated door

FIFTH STREET



**FIRST FLOOR**

Area Calculations

Gross : 13,176 sf  
 Net : 10,890 sf

RESOLUTION No. 63-020

January 20, 1982

APR 12 1982 #7

(28)

SCHEDULE OF PERFORMANCE  
TRAVELER'S HOTEL RENOVATION

1. Detailed plans must be submitted within ninety (90) days after the date of execution of the Owner Participation Agreement (plans have already been submitted and are attached to this report for approval).
2. Construction on the renovation of the Traveler's Hotel must be started within One Hundred Twenty (120) days of the approval of detailed plans by the Agency.
3. Upon approval of detailed plans and after the Owner (developer) provide evidence that no other parties claim any interest in the property 30 feet to the west of Traveler's, the Agency will sell the property to the Owner.
4. The Agency will convey all rights to the alley within fifteen (15) days after its abandonment.
5. All improvements required under this Agreement must be completed within twenty-four (24) months of execution of the agreement.

**RESOLUTION No. 83-020**

APR 12 1983