

RECEIVED BY STAFF 7/14/87
CITY PLANNING COMMISSION

1231 "I" STREET, SUITE 200, SACRAMENTO, CA 95814

90010

APPLICANT	Leason Pomeroy Felderman, 3780 Wilshire Blvd., Suite #300, Los Angeles, CA
OWNER	State of California
PLANS BY	Leason Pomeroy Felderman, 3780 Wilshire Blvd., #300 Los Angeles, CA 90010
FILING DATE	3/6/87
ENVIR. DET.	
REPORT BY	EG/vf
ASSESSOR'S-PCL. NO.	NA

- APPLICATION:**
- A. Negative Declaration
 - B. Special Permit to allow a 51,000+ sq. ft. commercial building with a 64,700+ sq. ft., 269 space parking structure.
 - C. Variance to reduce parking maneuvering area from 26 feet to 23 feet.
 - D. Development Agreement.

LOCATION: Block bounded by 29th, 30th, R and S Streets

PROPOSAL: The applicant is requesting the necessary entitlements to develop a commercial building and parking structure in the TC zone.

PROJECT INFORMATION:

1974 General Plan Designation:	Commercial
1980 Central City Community Plan Designation:	General and Heavy Commercial
Existing Zoning of Site:	TC
Existing Land Use of Site:	Vacant

Surrounding Land Use and Zoning:

North: Light rail line; TC
South: Vacant; TC
East : Vacant; C-4
West : Office; C-2

Parking Required:	206 spaces
Parking Provided:	269 spaces
Property Dimensions:	322' x 341'
Property Area:	2.53+ acres
Square Footage of Building:	51,500+ sq. ft. (Commercial); 64,700+ sq. ft. (Parking)
Height of Building:	64 ft. to top of building
Topography:	Flat
Street Improvements:	Existing
Utilities:	To be provided
Exterior Building Materials:	Cement plaster, glass, spandrel panels
Roof Material:	Standing seam metal

PROJECT EVALUATION: Staff has the following comments:

A. Land Use/Zoning

The subject site consists of a vacant 2.53+ acres lot which is zoned Transportation Corridor (TC). The site is designated for commercial use in the General Plan and the General/Heavy Commercial use in the 1980 Central City Community Plan. Surrounding land uses include the light rail line, offices and undeveloped land.

B. Existing Site

The subject site consists of State of California right-of-way for Business 80 freeway. The majority of the site is located under the elevated freeway and is vacant.

C. Setbacks/Landscaping

The proposed buildings would be located so that the only setbacks provided would be at building entrances, walkways and driveways. The TC zone does not have minimum setback requirements, however, the proposed setbacks are similar to those provided for other under freeway projects. A building canopy does extend beyond the property line at the corners of 29th and S Street and 30th and S Street which will necessitate that the applicant obtain a revocable permit from the City.

Onsite landscaping will be limited to planter boxes and street trees along 29th and 30th Streets. Parking lot shading will not be required since all parking will be covered.

D. Parking

Required parking will be provided in a two-story, 269 space lot. Only 206 spaces are required which leaves a surplus of 63 spaces. The surplus parking will be used to provide 11 offsite spaces for the Farmer's Market Place project (P87-123). The site plan does not indicate bicycle lockers of which there should be eight located onsite (50 percent shall be Class 1 lockers). Due to site constraints, some of the parking spaces will only have 23 feet of maneuvering area. Most of these spaces are designed for compact cars so there should not be a significant impact. Few alternatives are available since the support columns for the elevated freeway cannot be removed to provide the needed maneuvering area. Staff would support the variance request.

E. Signage

The applicant's plans indicate only one sign for the proposed project. It is likely that more signs will be erected on the site, therefore, a complete sign program should be prepared and submitted to staff for review and approval prior to building occupancy. All building signage will also require sign permits.

F. Building Design

The proposed structures would be located under and adjacent to Business 80 freeway along 29th and 30th Streets. The contemporary design will feature under freeway parking garage, pedestrian arcade, ground level retail shops and a 64 ft. high tower which will contain an elevator, stairway and mechanical equipment.

The structures would be constructed with cement plaster, scored cement plaster, translucent sandwich panels, clear glass, spandrel glass with a standing seam metal roof. Proposed colors are light to medium grey, copper, and seafoam green. The design of the building will be compatible with existing commercial buildings in the area.

G. Design Review

The subject site is located in the "Old City" and will require that the applicant submit the proposed development plans to the Design Review Board for review and approval prior to the issuance of building permits.

H. Light Rail:

The project is located directly south of and adjacent to the Regional Transit (RT) Metro 29th Street light rail station. Project construction should be coordinated with RT so as to prevent disruptions in light rail service.

I. Other Agency Comments

The project was reviewed by Traffic, Public Works, Fire, Police, Regional Transit and the Old City Association. The following comments were received:

Regional Transit

Coordinate all phases of construction with RT Metro staff to prevent disruptions in RT Metro service.

Public Works

1. Coordinate with Cal Trans.
2. Full improvements required at time of building permits.

Fire

1. Fire hydrants required within 300 ft. of each building.
2. Since all these areas will require sprinklering, including the garage, fire hydrants need to be within 50 ft. of Fire Department connections.
3. Access - OK.

Traffic

1. Prepare a Transportation Management Plan to include the following trip reduction measures:
 - a) Charge monthly parking fees for employees and assign preferential parking stalls for carpoolers free of charge;
 - b) Designate a minimum of 10 percent of employee parking stalls as "carpool/vanpool only" full size spaces;
 - c) Onsite Transportation Coordinator shall be responsible for implementing and monitoring the trip reduction plan. Duties will include onsite sale of transit passes and managing the preferential carpool/vanpool program;
 - d) Provide two men's and two women's showers with 10 clothing lockers per shower in each facility;
 - e) Subsidize monthly Regional Transit passes 50 percent and provide transit passenger shelter as per request by RT.
2. Route a set of plans to Regional Transit for comment.
3. No sidewalk on 29th and 30th Streets.
4. Inset loading zones on "S" Street are unacceptable.
5. Provide good visibility on corner of S and 29th Streets by rounding corner leaving 25 ft. from curb.

6. Frontage improvements as shown are not acceptable. Redesign to satisfaction of Public Works Dept.

7. Maneuvering area around entrance and parking ramps is too tight.

COMMENT - Project will require approval of Federal Highway Works Administration.

Police

No comment.

Old City Association

No comment.

J. DEVELOPMENT AGREEMENT: The subject site will be subject to a development agreement to pay fair share mitigation costs identified in the Alhambra Corridor EIR. The development agreement must be reviewed and approved by the Planning Commission and City Council (see attached draft agreement).

ENVIRONMENTAL DETERMINATION: The proposed project has been submitted to the State Clearinghouse for review. The review deadline is September 4, 1987. Staff was unable to prepare the mitigation measures prior to the completion of this report. Mitigation measures will be provided for review and adoption by the Commission at the hearing on September 10, 1987.

RECOMMENDATION: Staff recommends the following actions:

- A. Ratify the negative declaration;
- B. Approve the special permit subject to conditions and based on the findings of fact which follow;
- C. Approve the variance subject to conditions and based on the findings of fact which follow;
- D. Recommend approval of the development agreement.

Conditions - Special Permit/Variiances

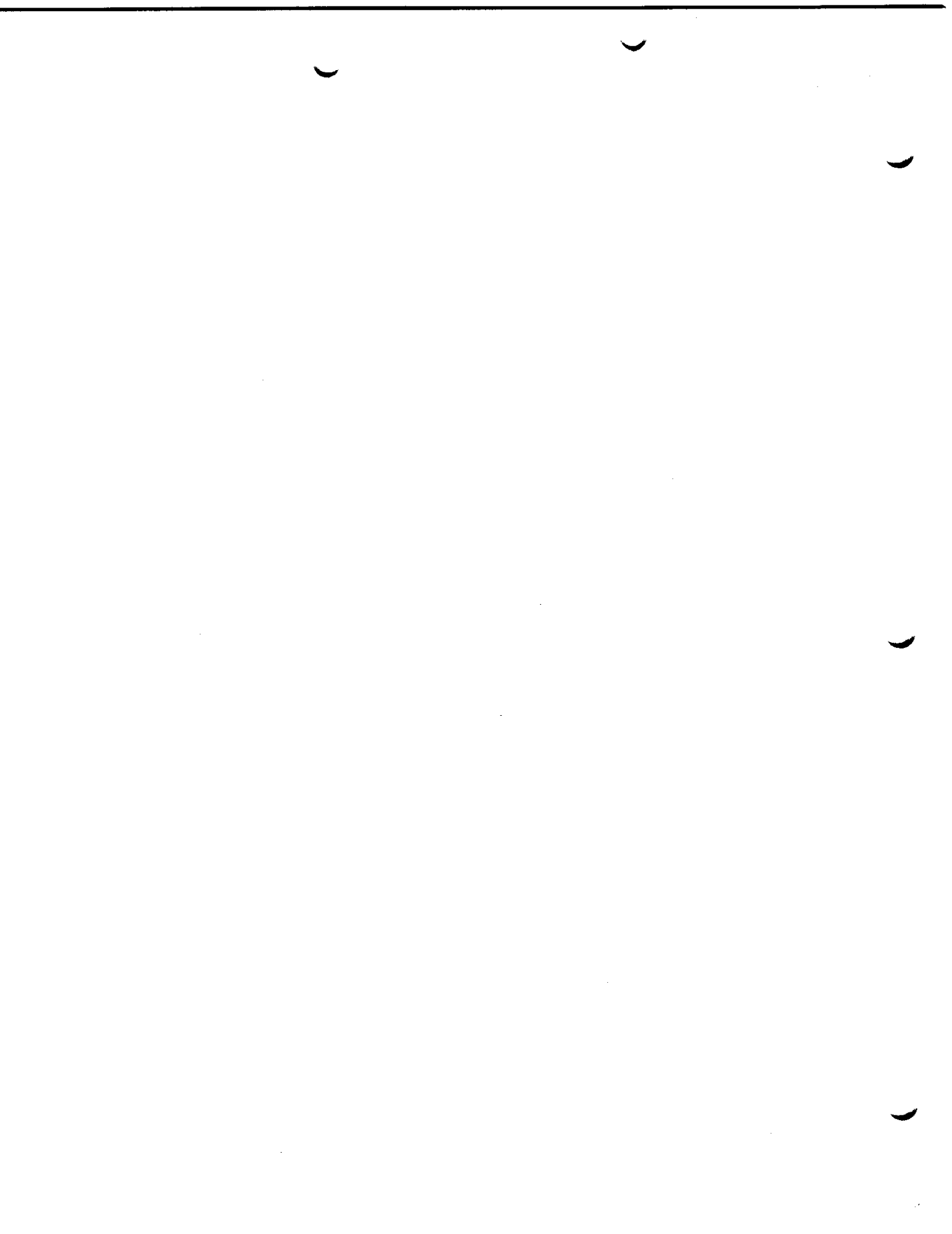
- 1. The applicant shall submit project development plans to the Design Review Board for review and approval prior to issuance of building permits.
- * 2. A total of ^{255 (amended by Staff 9/10/87)}~~269~~ onsite parking spaces shall be provided.

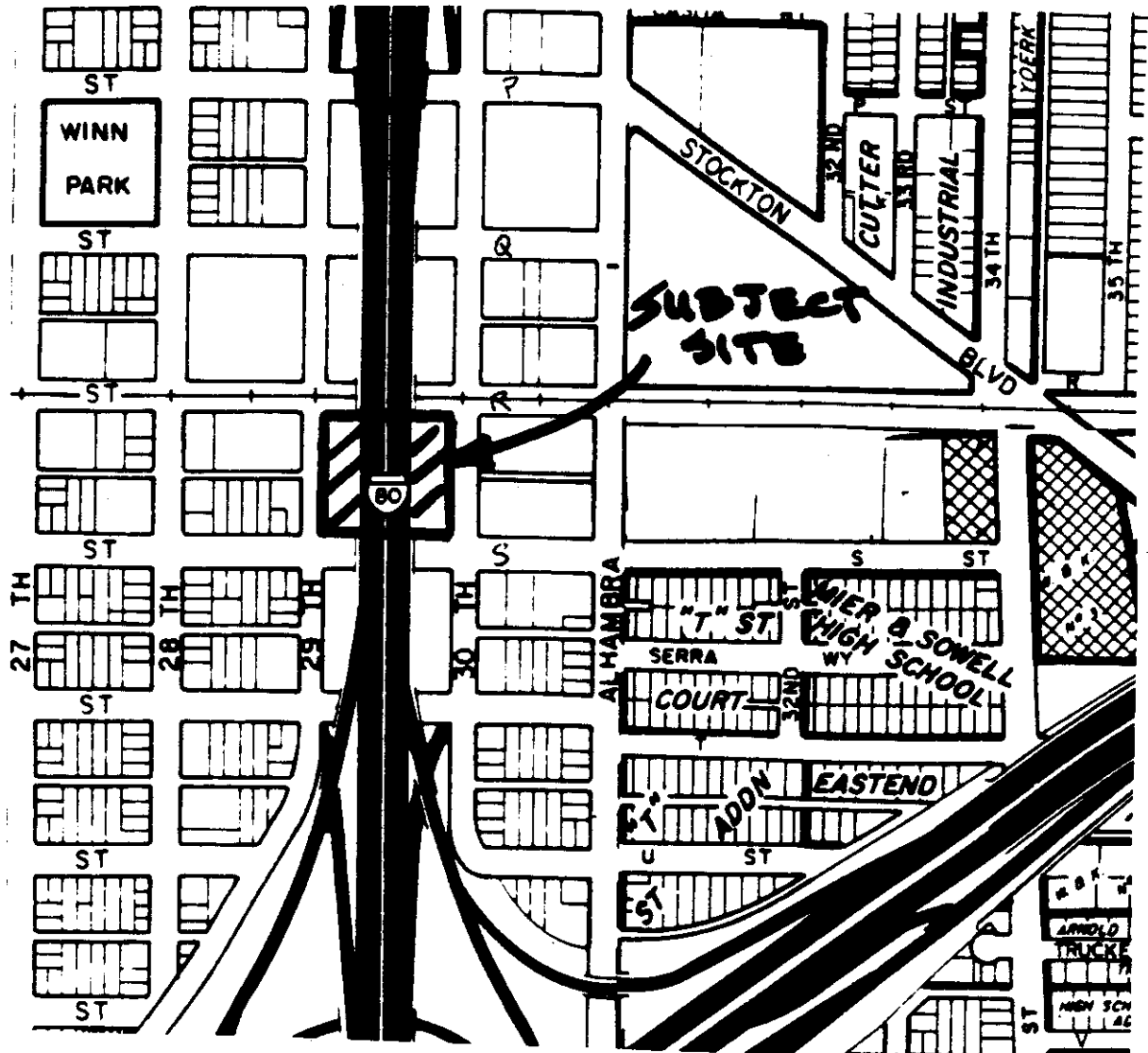
3. A revocable permit shall be obtained from the City for placement of a canopy above the public right-of-way (sidewalk).
4. Eight bicycle parking spaces shall be provided onsite with 50 percent of the spaces being Class I facilities.
5. The applicant shall submit a complete sign program to the Planning Director for review and approval prior to issuance of sign permits.
6. The applicant shall coordinate all phases of construction with RT Metro staff to prevent disruption in RT Metro service.
7. The applicant shall prepare a Transportation Management Plan for review and approval by the City Traffic Engineer and Planning Director.
8. The location of all fire hydrants, sprinklers, connections, etc., shall be approved by the Fire Department.
9. All street frontage improvements, sidewalks, ingress and egress points shall be approved by the Public Works Department.
10. Building corners shall be rounded on the corner of S and 29th Streets to provide visibility at the intersection to the satisfaction of the City Public Works Department.
11. The applicant shall obtain the necessary approvals from the Federal Highway Works Administration, if any.
12. *Applicant shall work with the City Child Care Coordinator to assess the feasibility of including a child care center in the Farmer's Market Place or the Farmer's Market Plaza. (Added by Staff 9/10/87)*
13. *The applicant shall provide an acoustical study and report on the proposed project to the satisfaction of the Director of the Sacramento County Health Department and the City Planning Director prior to issuance of a City Building Permit. (Added by Staff 9/10/87)*

Findings of Fact - Special Permit/Variance

1. The project, as conditioned, is based on sound principles of land use in that the project is compatible with surrounding land uses in the area which include offices, mini-storage and light rail.

2. The project, as conditioned, will not be detrimental to the public health, safety or welfare, nor result in the creation of a nuisance in that the project provides adequate onsite parking and setbacks.
3. Granting the variance does not constitute a special privilege extended an individual applicant in that a hardship does exist due to the location of the freeway support columns which reduces onsite maneuvering area.
4. The variance is not a use variance in that office buildings and parking garages are allowed in the TC zone subject to the granting of a special permit.
5. The proposed project is consistent with the City's Discretionary Interim Land Use Policy in that the site is designated for general and heavy commercial use by the 1980 Central City Plan and the proposed commercial parking garage conforms with the plan designation.



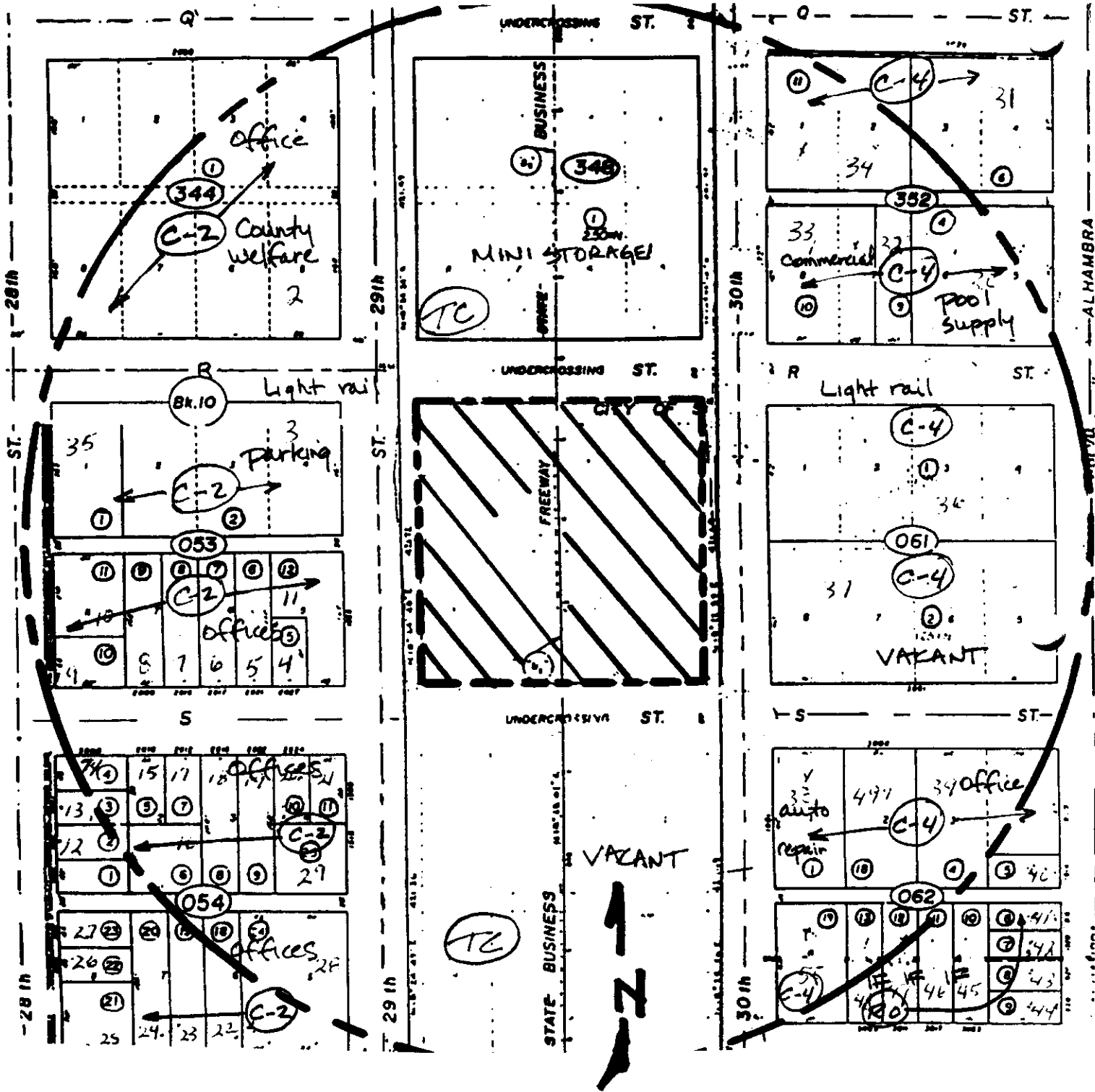


VICINITY MAP

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Item 22



LAND USE & ZONING MAP

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Item 2h

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The Farmers' Market Station
8 Street at 11th
Sacramento, California
Developed by Sparovich and Danish
Sacramento, California

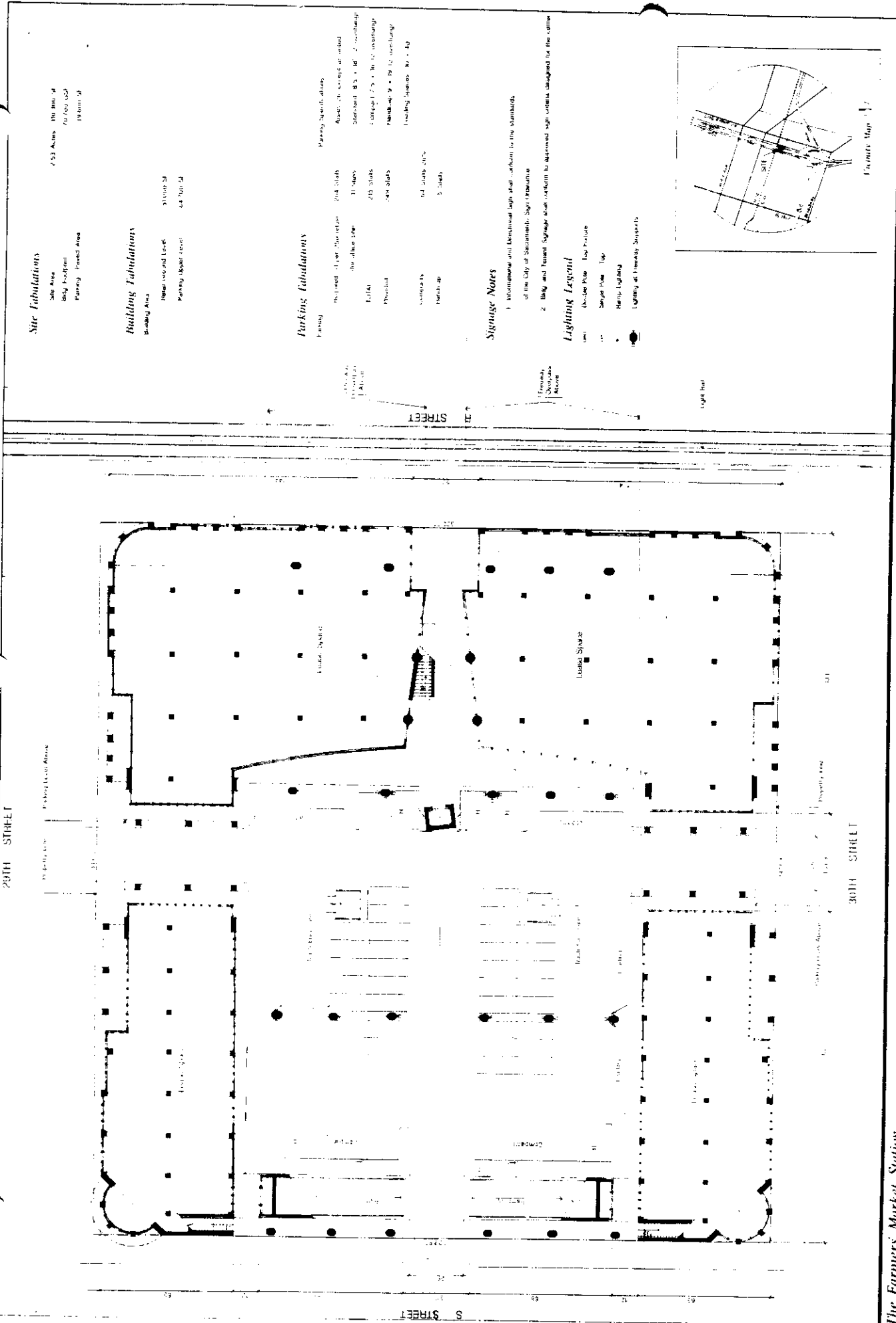
LEONOR POMEROY ARCHITECTS

1000 Market Street, Suite 200
Los Angeles, CA 90015

Site Plan &
Ground Floor Plan



SD 1.1



Site Tabulations

Site Area 100,000 sq ft
Building Footprint 60,000 sq ft
Parking 10,000 sq ft

Building Tabulations

Building Area 100,000 sq ft
Floor Area 60,000 sq ft
Parking 10,000 sq ft

Parking Tabulations

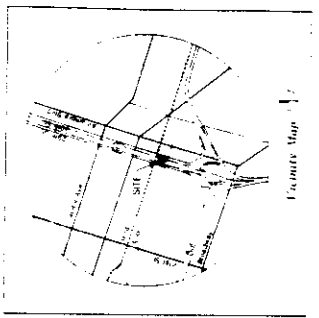
Parking Specifications
Asphalt, 20' x 10' (200 sq ft)
Standard 8' x 20' (160 sq ft)
Curbcut 12' x 10' (120 sq ft)
Handicap 9' x 12' (108 sq ft)
Loading Spaces 10 x 40

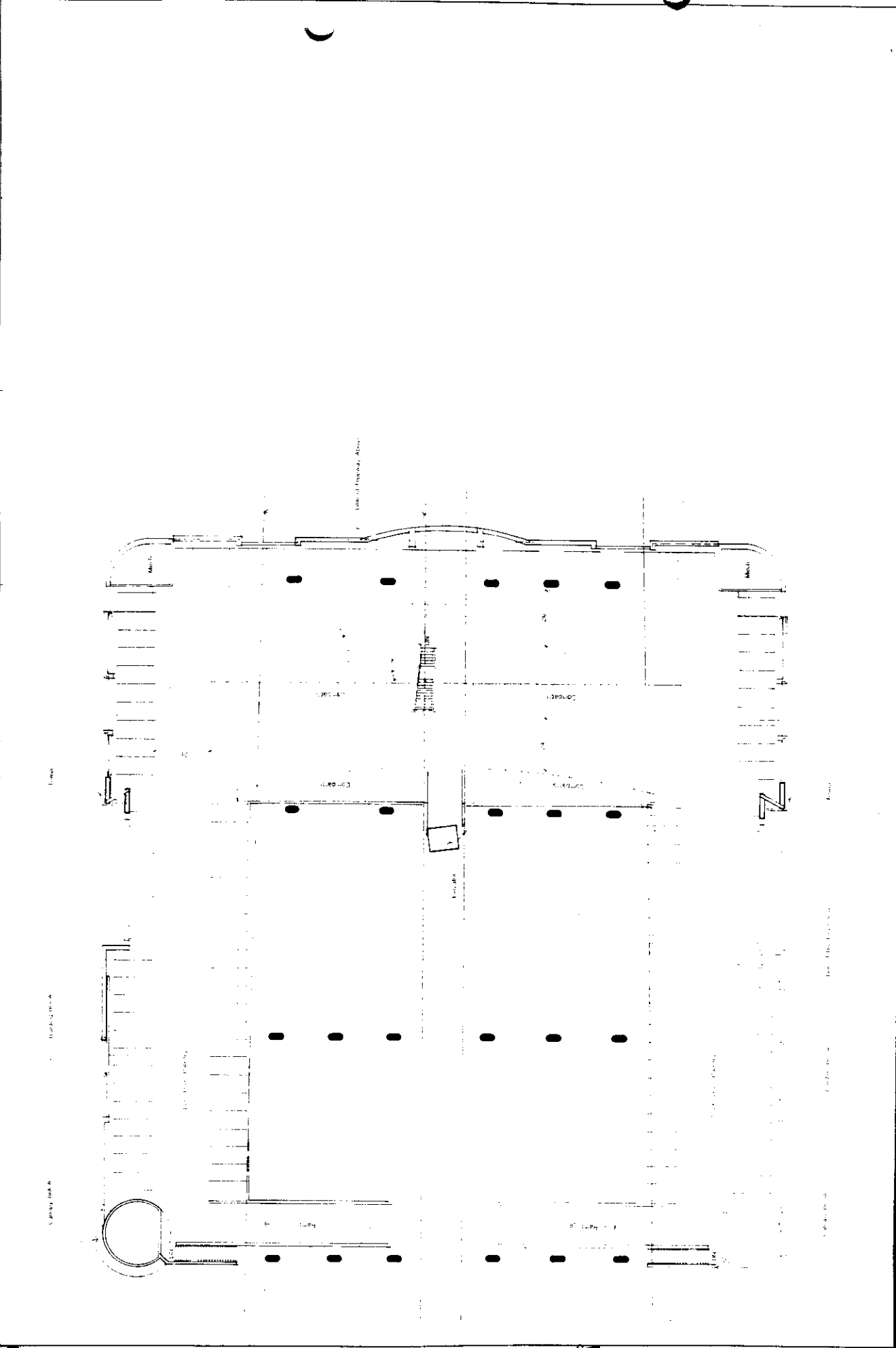
Signage Notes

1. International and Mechanical signs shall conform to the standards of the City of Sacramento Sign Regulations
2. Sign and Panel Signage shall conform to maximum sign criteria designed for the entire

Lighting Legend

- Double Pole Top Fixture
- Single Pole Top
- Recessed Lighting
- Lighting at Entrance Supports





Upper Level Parking Plan

Scale: 1/8" = 1'-0"

SD 2.1

Leachman Pomeroy Associates

The Farmers' Market Station
 6 Street at 101st
 Sacramento, California
 Developed by Separovich and Danich
 Sacramento, California

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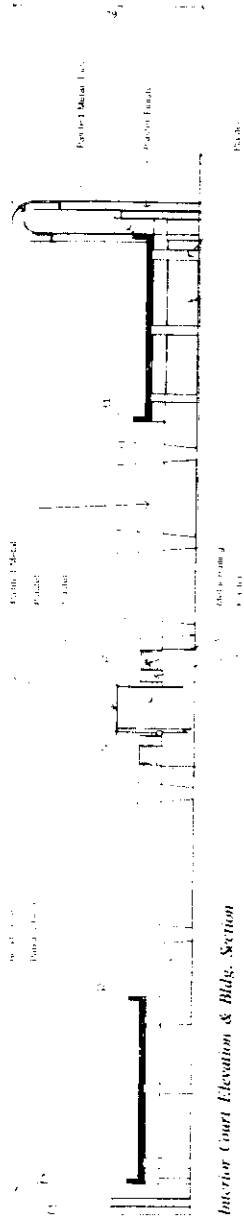
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Item 22

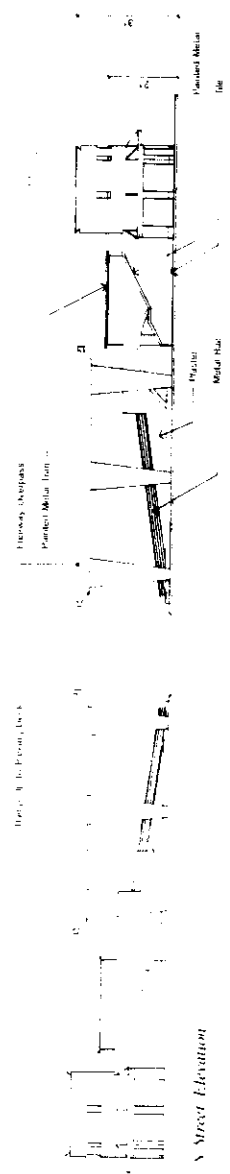
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The Farmers' Market Station
K Street at
Sacramento, California
Developed by Sparovich and Damich
Sacramento, California



Interior Court Elevation & Bldg. Section



N Street Elevation

Architect: **BRIDIN**
 2201 J Street, Suite 100
 Sacramento, CA 95811
 Phone: (916) 442-1111

Elevations

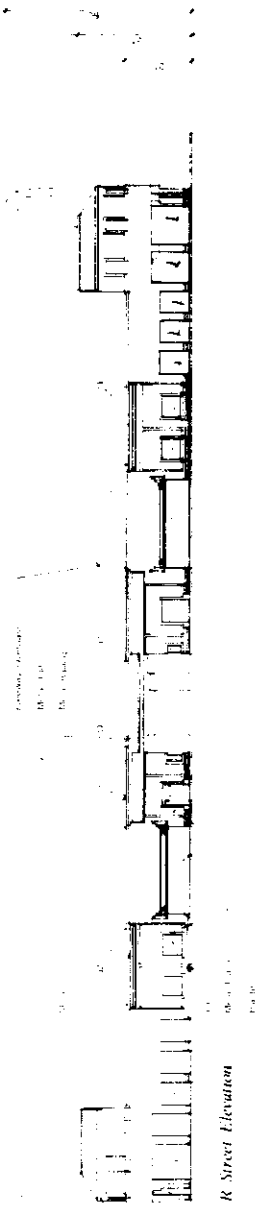
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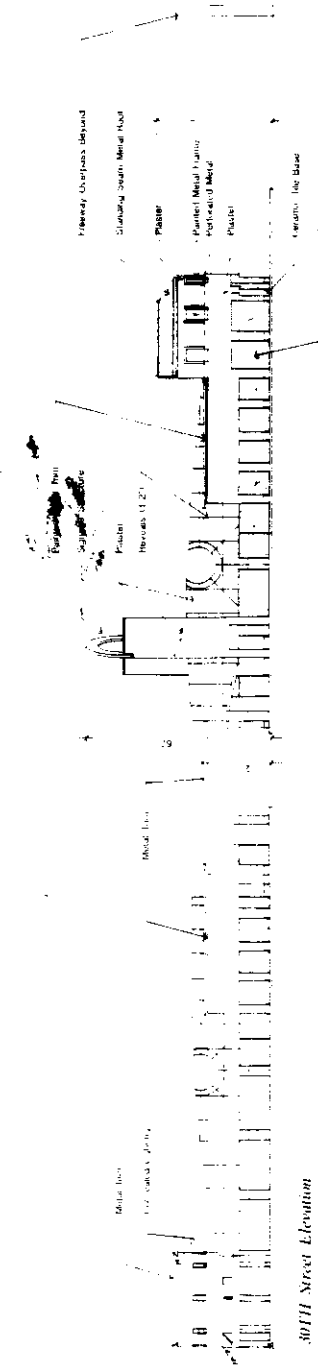
Leson Pomerey Architects
 1111 N Street, Suite 100
 Sacramento, CA 95811
 Phone: (916) 442-1111

SD 3.1

Item 22



R Street Elevation



30TH Street Elevation

The Farmers' Market Station
 R Street at 30TH
 Sacramento, California
 Developed by Separovich and Donich
 Sacramento, California

LEASON POMEROY Architects

Address: 300 Wilshire Blvd., Suite 300
 Los Angeles, CA 90010
 Phone: (213) 451-1100

Elevations



SD 3.2

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF SACRAMENTO AND
_____, A _____ **PARTNERSHIP, RELATIVE**
TO THE DEVELOPMENT KNOWN
AS FARMER'S MARKET PLAZA

This Development Agreement is entered into this ____ day of _____, 1987, by and between _____, a California General Partnership, hereinafter "Developer", and the City of Sacramento, hereinafter "City", pursuant to the authority of Sections 65864 through 65869.5 of the Government Code.

RECITALS

1. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the legislature of the State of California adopted Section 65864 et seq. of the Government Code which authorizes the City of Sacramento and an applicant for a development project to enter into a development agreement, establishing certain development rights in the property which is the subject of the development project application.

2. Developer has a 45 year ground lease for that certain property described in Exhibit "A" (hereinafter "subject property") attached hereto and incorporated herein by this reference. Developer seeks City approval of various land use entitlements to permit development on the subject property of a retail complex with a parking structure (hereinafter the "project").

3. An application for said project and California Environmental Quality Act (CEQA) documentation required for prior to approval of said project were considered by the City Planning Commission at a duly noticed public hearing conducted on September 10, 1987, and by the City Council at a duly noticed public hearing conducted on _____, 1987.

4. On _____, 1987, the City Council approved as adequate and complete a Negative Declaration for the project. The City Council has determined that no further environmental documentation is required.

5. Following consideration and approval of the aforementioned Negative Declaration, the City Council on _____, 1987 approved the following land use entitlements to permit development of a retail complex with a parking structure on the subject property:

A. A Special Permit to allow development of retail uses and parking in the Transportation Corridor (TC) Zone;

B. A Variance to reduce parking maneuvering areas; and

C. Ordinance No. 87-_____, adopting this Agreement (The Adopting Ordinance).

6. The City Council finds and declares that development of subject property in accordance with the conditions of approval will provide orderly growth and development in a manner which is consistent with the policies set forth in the General Plan and the Central City Community Plan.

7. The conditions imposed by the City on approval of the above-specified land use entitlements permitting development of

the project are contained in "Exhibit B", attached hereto and incorporated herein by this reference.

AGREEMENT

Section 1. General Provisions

A. Property Description and Binding Covenants. The subject property is that property described in Exhibit "A". It is intended and determined that the provisions of this Agreement shall constitute covenants which shall run with said property and the benefits and burdens hereof shall bind and inure to all successors in interest to the parties hereto.

B. Term. The term of this Development Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement and shall extend for a period of ten years thereafter, unless said term is terminated, modified or extended by circumstances set forth in the Agreement or by mutual consent of the parties hereto. Following the expiration of said term, this Agreement shall be deemed terminated and of no further force and effect; provided, however, said termination shall not effect any right or duty emanating from City entitlement on the subject property approved concurrently or subsequently to the approval of this Agreement.

C. Assignment. Developer shall have the right to sell, assign, or transfer this Agreement with all its rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. Express assumption of any of the obligations of the Developer under this Agreement by any such

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assignee shall relieve Developer from said obligation or obligations under this Agreement.

D. Notices. Formal written notices, demands, correspondence and communications between City and Developer shall be sufficiently given if dispatched by postage prepaid first class mail to the principal offices of the City and Developer or such person or entity designated in notice to the City pursuant to this Section 1D. Such written notices, demands, correspondence and communications may be directed in the same manner to such other persons and addressees as either party may from time to time designate. Developer shall give written notice to City, within ten (10) days after close of escrow, of any sale or transfer of any portion of subject property and any assignment of this Agreement, specifying the name or names of the transferee, the transferee's mailing address, the amount and location of the land sold or transferred, the name and address of a single person or entity to whom any notice relating to this Agreement shall be given.

E. Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of the parties, with City costs incurred incidental to amendment proceedings payable by the amendment applicant, in accordance with the provisions of Government Code Sections 65867 and 65868. Any amendment to this Agreement which does not relate to the term, permitted uses, density or intensity of use, the maximum height or size of buildings, provisions for reservation and dedication of land, or

monetary contributions by Developer shall not require notice or public hearing before the parties may execute an amendment hereto.

Section 2. Development of the Property.

A. Permitted Uses, Intensity, Height and Size of Development.

1. 51,000 square feet of retail space and 269 on-site parking spaces with a height not to exceed 64 feet above grade.

B. Monetary Contributions by Developer. Developer shall make monetary contributions as specified in the conditions of project approval contained in Exhibit "B" hereto.

C. Rules, Regulations and Official Policies.

(1) Development of subject property shall be subject to such rules, regulations, ordinances and official policies applicable to such development on a City-wide basis at the time of subsequent entitlement for subject property except to the extent any such future rules, ordinances, regulations or policies are inconsistent with the permitted uses, intensity of use, the maximum height and size of proposed buildings, or provisions for dedication of land specified in this Agreement.

(2) This section shall not preclude the application to development of subject property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State, or federal laws or regulations. In the event such changes in State, or federal laws prevent or preclude compliance with one or more provisions of this Agreement, City and Developer shall take such

action as may be required pursuant to Section 3A and Section 3D of this Agreement.

(3) This section shall not be construed to limit the authority or obligation of City to hold necessary public hearings, to limit discretion of City or any of its officers or officials with regard to rules, regulations, ordinances, laws and entitlement of use which require the exercise of discretion by City or any of its officers or officials, provided that subsequent discretionary actions shall not prevent development of the subject property for the uses and to the intensity of development specified in Section 2A of this Agreement.

Section 3. Default, Remedies, Termination.

A. General Provisions. In the event the State or federal laws or regulations enacted after this Agreement has been executed, or action of any governmental jurisdiction, prevent or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended or suspended as may be necessary to comply with such State or federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either party to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of

this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days notices in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings, or issuance of any building permit.

After notice and expiration of the thirty (30) day period, the other party to this Agreement at its option may institute legal proceedings pursuant to this Agreement or give notice of intent to terminate the Agreement pursuant to California Government Code Section 65868 and regulations of the City implementing said Government Code Section. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council within thirty (30) calendar days in the manner set forth in Government Code Section 65865, 65867, and 65868 and City regulations implementing said sections.

Following consideration of the evidence presented in said review before the City Council, either party alleging the default by the other party may give written notice of termination of this Agreement to the other party.

Evidence of default may also arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code Section 65865.1. If either party determines that the other party is in default following the completion of the normal scheduled periodic review, said party may give written

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notice of termination of this Agreement as set forth in this section specifying in said notice the alleged nature of the default, and potential actions to cure said default where appropriate. If the alleged default is not cured within thirty (30) days or within such longer period specified in the notice, or the defaulting party waives its right to cure such alleged default, this Agreement shall be deemed terminated.

B. Annual Review. City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code Section 65865.1. Notice of such annual review shall include the statement that any review may result in amendment or termination of this Agreement. A finding by City of good faith compliance by Developer with the terms of the Agreement shall conclusively determine said issue up to and including the date of said review.

Upon not less than thirty (30) days written notice by the Planning Director of City, Developer shall provide such information as may be reasonably requested by the Planning Director and deemed by him to be required in order to ascertain compliance with this Agreement. The costs incurred by City for the annual review conducted by City pursuant to this Section shall be borne by City.

The City shall deposit, in the same manner prescribed in Section 1D, in the mail to developer a copy of all staff reports

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and, to the extent practical, related exhibits concerning contract performance at least ten (10) calendar days prior to any such periodic review. Developer shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or if the matter is referred to the Planning Commission before said Commission.

C. Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance. If written notice of such delay is given to City within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

E. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation.

F. Applicable Law and Attorney's Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by either party for breach of this Agreement or to enforce any provision

herein, the prevailing party of such action shall be entitled to reasonable attorney's fees, court costs and such other costs as may be fixed by the Court.

Section 4. Hold Harmless Agreement.

Developer hereby agrees to, and shall hold City, its elective and appointive boards, commissions, officers, agents, and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from developer's or developer's contractors', subcontractors', agents' or employees' operations under this Agreement, whether such operations be by Developer, or by any of Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Developer or any of Developer's contractors or subcontractors. Developer agrees to and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of the aforesaid operations.

Section 5. Project as a Private Undertaking.

It is specifically understood and agreed by and between the parties hereto that the subject project is a private development. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between the City and Developer is that of a government entity regulating the development of private property and the owner of such private property.

Section 6. Cooperation in the Event of Legal Challenge.

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending said action.

Section 7. The City agrees that unless this Agreement is amended or cancelled pursuant to the provisions of this Agreement and the Adopting Ordinance, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance or building regulation adopted by City which change, alters or amends the rules, regulations and policies applicable to the development of said property at the time of approval of this Agreement, as provided by Government Code Section 65866. Nothing herein shall be construed to limit the authority of the City to fix the amount of fees of general application which may otherwise be lawfully imposed by City, as set forth in Section 1D of this Agreement.

Section 8. This Agreement is executed in two duplicated originals, each of which is deemed to be an original. This Agreement consists of twelve (12) pages and two Exhibits which constitute the entire understanding and agreement of the parties. Said Exhibits are identified as follows:

Exhibit A: Property Description

Exhibit B: Conditions of Project Approval Imposed by the City Council on _____, 1987.

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②

IN WITNESS WHEREOF, this Agreement was executed by the parties thereto on the date set forth above.

_____, a
_____ partnership

CITY OF SACRAMENTO, a municipal corporation

By _____
Its _____

By _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Deputy City Attorney

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On this _____ day of _____, 1987, before me, Irvin E. Moraes, a Notary Public in and for the County and State, residing therein, duly commissioned and sworn, personally appeared _____ known to me to be the _____, known to me to be the _____ and _____ known to me to be the _____ of the CITY OF SACRAMENTO, a municipal corporation, the municipal corporation that executed the within and foregoing instrument, and to be the officers who executed the said instrument of behalf of said municipal corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the said County and State aforesaid, the day and year in this certificate first above written.

(Seal)

Notary Public in and for the County
of Sacramento, State of California.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On _____, 1987, before me, the undersigned, a Notary Public in _____ and _____ for _____ State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as _____ of the partners of _____ the partnership that executed the within instrument, and acknowledged to me that the _____ executed the same on behalf of _____, a partnership, and that said last named partnership executed the same.
WITNESS my hand and official seal.

Signature _____

*4CJS1:sp

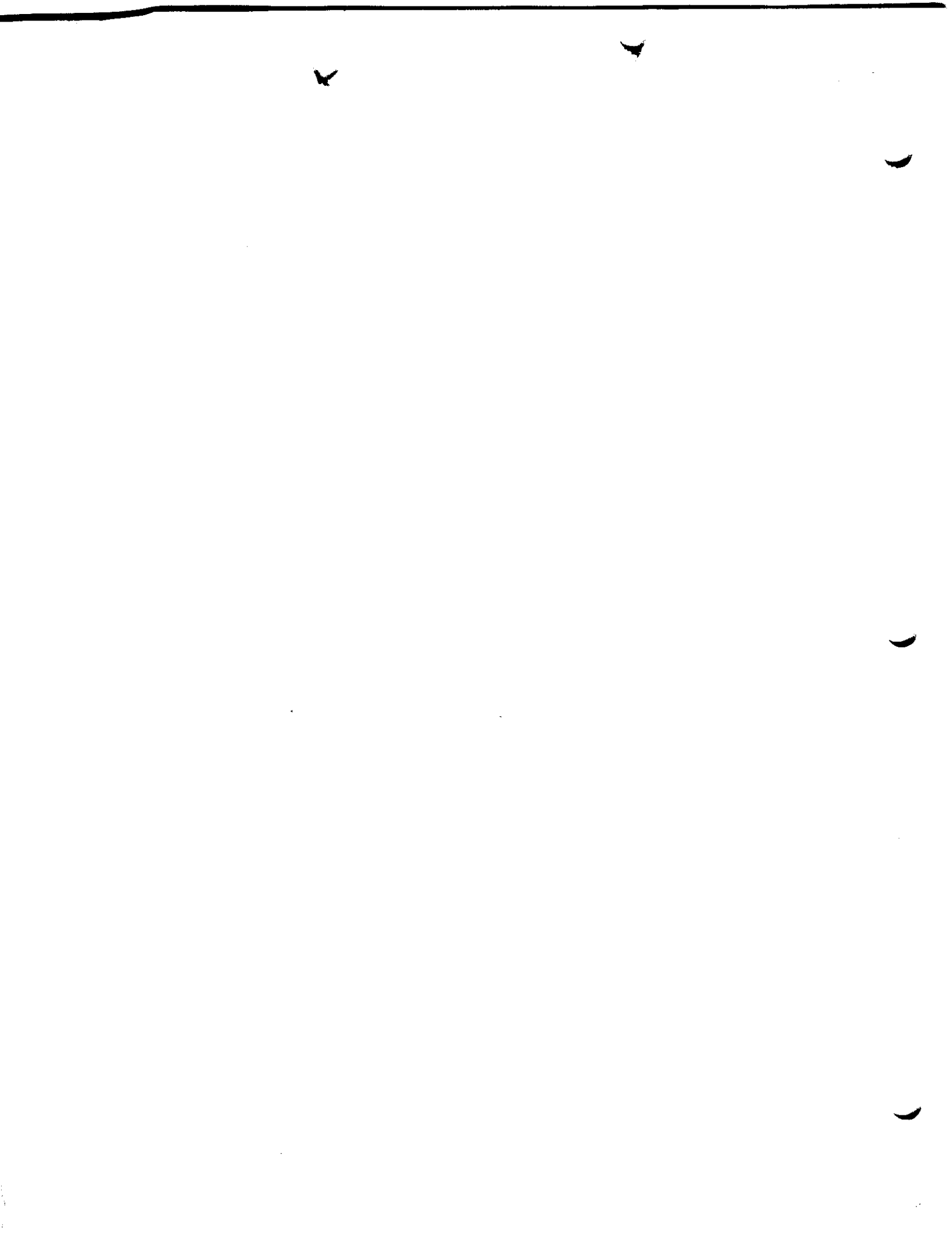
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CITY PLANNING COMMISSION

1231 'I' STREET, SUITE 200, SACRAMENTO, CA 95814

90010

APPLICANT	Leason Pomeroy Felderman, 3780 Wilshire Blvd., Suite #300, Los Angeles, CA				
OWNER	State of California				
PLANS BY	Leason Pomeroy Felderman, 3780 Wilshire Blvd., #300 Los Angeles, CA 90010				
FILING DATE	3/6/87	ENVIR. DET.		REPORT BY	EG/vf
ASSESSOR'S-PCL. NO.	NA				

- APPLICATION:
- A. Negative Declaration
 - B. Special Permit to allow a 51,000± sq. ft. commercial building with a 64,700± sq. ft., 269 space parking structure.
 - C. Variance to reduce parking maneuvering area from 26 feet to 23 feet.
 - D. Development Agreement.

LOCATION: Block bounded by 29th, 30th, R and S Streets

PROPOSAL: The applicant is requesting the necessary entitlements to develop a commercial building and parking structure in the TC zone.

PROJECT INFORMATION:

1974 General Plan Designation:	Commercial
1980 Central City Community Plan Designation:	General and Heavy Commercial
Existing Zoning of Site:	TC
Existing Land Use of Site:	Vacant

Surrounding Land Use and Zoning:

North: Light rail line; TC
South: Vacant; TC
East : Vacant; C-4
West : Office; C-2

Parking Required:	206 spaces
Parking Provided:	269 spaces
Property Dimensions:	322' x 341'
Property Area:	2.53± acres
Square Footage of Building:	51,500± sq. ft. (Commercial); 64,700± sq. ft. (Parking)
Height of Building:	64 ft. to top of building
Topography:	Flat
Street Improvements:	Existing
Utilities:	To be provided
Exterior Building Materials:	Cement plaster, glass, spandrel panels
Roof Material:	Standing seam metal

PROJECT EVALUATION: Staff has the following comments:

A. Land Use/Zoning

The subject site consists of a vacant 2.53+ acres lot which is zoned Transportation Corridor (TC). The site is designated for commercial use in the General Plan and the General/Heavy Commercial use in the 1980 Central City Community Plan. Surrounding land uses include the light rail line, offices and undeveloped land.

B. Existing Site

The subject site consists of State of California right-of-way for Business 80 freeway. The majority of the site is located under the elevated freeway and is vacant.

C. Setbacks/Landscaping

The proposed buildings would be located so that the only setbacks provided would be at building entrances, walkways and driveways. The TC zone does not have minimum setback requirements, however, the proposed setbacks are similar to those provided for other under freeway projects. A building canopy does extend beyond the property line at the corners of 29th and S Street and 30th and S Street which will necessitate that the applicant obtain a revocable permit from the City.

Onsite landscaping will be limited to planter boxes and street trees along 29th and 30th Streets. Parking lot shading will not be required since all parking will be covered.

D. Parking

Required parking will be provided in a two-story, 269 space lot. Only 206 spaces are required which leaves a surplus of 63 spaces. The surplus parking will be used to provide 11 offsite spaces for the Farmer's Market Place project (P87-123). The site plan does not indicate bicycle lockers of which there should be eight located onsite (50 percent shall be Class I lockers). Due to site constraints, some of the parking spaces will only have 23 feet of maneuvering area. Most of these spaces are designed for compact cars so there should not be a significant impact. Few alternatives are available since the support columns for the elevated freeway cannot be removed to provide the needed maneuvering area. Staff would support the variance request.

E. Signage

The applicant's plans indicate only one sign for the proposed project. It is likely that more signs will be erected on the site, therefore, a complete sign program should be prepared and submitted to staff for review and approval prior to building occupancy. All building signage will also require sign permits.

F. Building Design

The proposed structures would be located under and adjacent to Business 80 freeway along 29th and 30th Streets. The contemporary design will feature under freeway parking garage, pedestrian arcade, ground level retail shops and a 64 ft. high tower which will contain an elevator, stairway and mechanical equipment.

The structures would be constructed with cement plaster, scored cement plaster, translucent sandwich panels, clear glass, spandrel glass with a standing seam metal roof. Proposed colors are light to medium grey, copper, and seafoam green. The design of the building will be compatible with existing commercial buildings in the area.

G. Design Review

The subject site is located in the "Old City" and will require that the applicant submit the proposed development plans to the Design Review Board for review and approval prior to the issuance of building permits.

H. Light Rail:

The project is located directly south of and adjacent to the Regional Transit (RT) Metro 29th Street light rail station. Project construction should be coordinated with RT so as to prevent disruptions in light rail service.

I. Other Agency Comments

The project was reviewed by Traffic, Public Works, Fire, Police, Regional Transit and the Old City Association. The following comments were received:

Regional Transit

Coordinate all phases of construction with RT Metro staff to prevent disruptions in RT Metro service.

Public Works

1. Coordinate with Cal Trans.
2. Full improvements required at time of building permits.

Fire

1. Fire hydrants required within 300 ft. of each building.
2. Since all these areas will require sprinklering, including the garage, fire hydrants need to be within 50 ft. of Fire Department connections.
3. Access - OK.

Traffic

1. Prepare a Transportation Management Plan to include the following trip reduction measures:
 - a) Charge monthly parking fees for employees and assign preferential parking stalls for carpoolers free of charge;
 - b) Designate a minimum of 10 percent of employee parking stalls as "carpool/vanpool only" full size spaces;
 - c) Onsite Transportation Coordinator shall be responsible for implementing and monitoring the trip reduction plan. Duties will include onsite sale of transit passes and managing the preferential carpool/vanpool program;
 - d) Provide two men's and two women's showers with 10 clothing lockers per shower in each facility;
 - e) Subsidize monthly Regional Transit passes 50 percent and provide transit passenger shelter as per request by RT.
2. Route a set of plans to Regional Transit for comment.
3. No sidewalk on 29th and 30th Streets.
4. Inset loading zones on "S" Street are unacceptable.
5. Provide good visibility on corner of S and 29th Streets by rounding corner leaving 25 ft. from curb.

6. Frontage improvements as shown are not acceptable. Redesign to satisfaction of Public Works Dept.
7. Maneuvering area around entrance and parking ramps is too tight.

COMMENT - Project will require approval of Federal Highway Works Administration.

Police

No comment.

Old City Association

No comment.

- J. DEVELOPMENT AGREEMENT: The subject site will be subject to a development agreement to pay fair share mitigation costs identified in the Alhambra Corridor EIR. The development agreement must be reviewed and approved by the Planning Commission and City Council (see attached draft agreement).

ENVIRONMENTAL DETERMINATION: The proposed project has been submitted to the State Clearinghouse for review. The review deadline is September 4, 1987. Staff was unable to prepare the mitigation measures prior to the completion of this report. Mitigation measures will be provided for review and adoption by the Commission at the hearing on September 10, 1987.

RECOMMENDATION: Staff recommends the following actions:

- A. Ratify the negative declaration;
- B. Approve the special permit subject to conditions and based on the findings of fact which follow;
- C. Approve the variance subject to conditions and based on the findings of fact which follow;
- D. Recommend approval of the development agreement.

Conditions - Special Permit/Variances

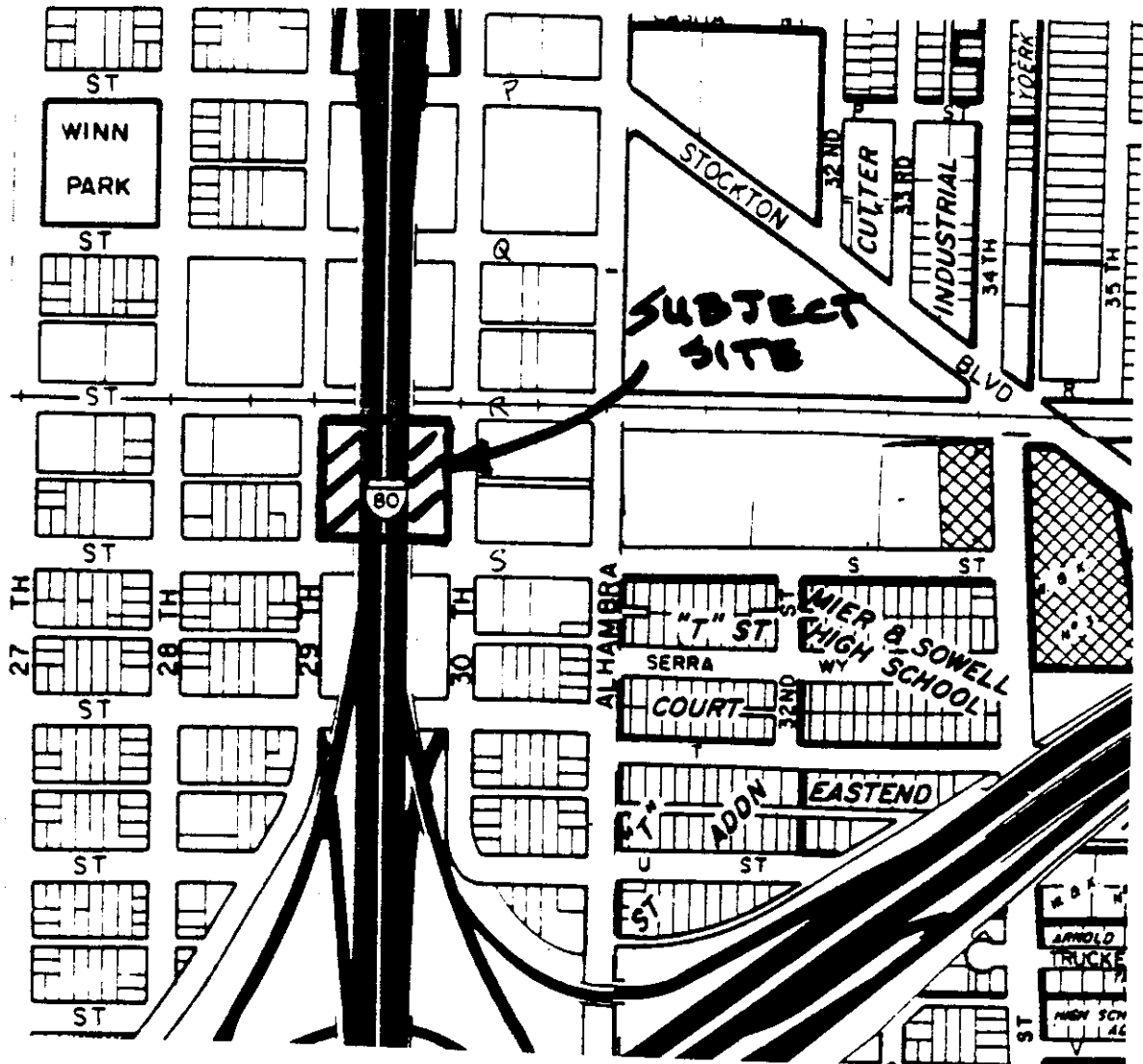
1. The applicant shall submit project development plans to the Design Review Board for review and approval prior to issuance of building permits.
2. A total of 269 onsite parking spaces shall be provided.

3. A revocable permit shall be obtained from the City for placement of a canopy above the public right-of-way (sidewalk).
4. Eight bicycle parking spaces shall be provided onsite with 50 percent of the spaces being Class I facilities.
5. The applicant shall submit a complete sign program to the Planning Director for review and approval prior to issuance of sign permits.
6. The applicant shall coordinate all phases of construction with RT Metro staff to prevent disruption in RT Metro service.
7. The applicant shall prepare a Transportation Management Plan for review and approval by the City Traffic Engineer and Planning Director.
8. The location of all fire hydrants, sprinklers, connections, etc., shall be approved by the Fire Department.
9. All street frontage improvements, sidewalks, ingress and egress points shall be approved by the Public Works Department.
10. Building corners shall be rounded on the corner of S and 29th Streets to provide visibility at the intersection to the satisfaction of the City Public Works Department.
11. The applicant shall obtain the necessary approvals from the Federal Highway Works Administration, if any.

Findings of Fact - Special Permit/Variance

1. The project, as conditioned, is based on sound principles of land use in that the project is compatible with surrounding land uses in the area which include offices, mini-storage and light rail.
2. The project, as conditioned, will not be detrimental to the public health, safety or welfare, nor result in the creation of a nuisance in that the project provides adequate onsite parking and setbacks.
3. Granting the variance does not constitute a special privilege extended an individual applicant in that a hardship does exist due to the location of the freeway support columns which reduces onsite maneuvering area.
4. The variance is not a use variance in that office buildings and parking garages are allowed in the TC zone subject to the granting of a special permit.

3. The proposed project is consistent with the City's Discretionary Interim Land Use Policy in that the site is designated for general and heavy commercial use by the 1980 Central City Plan and the proposed commercial parking garage conforms with the plan designation.

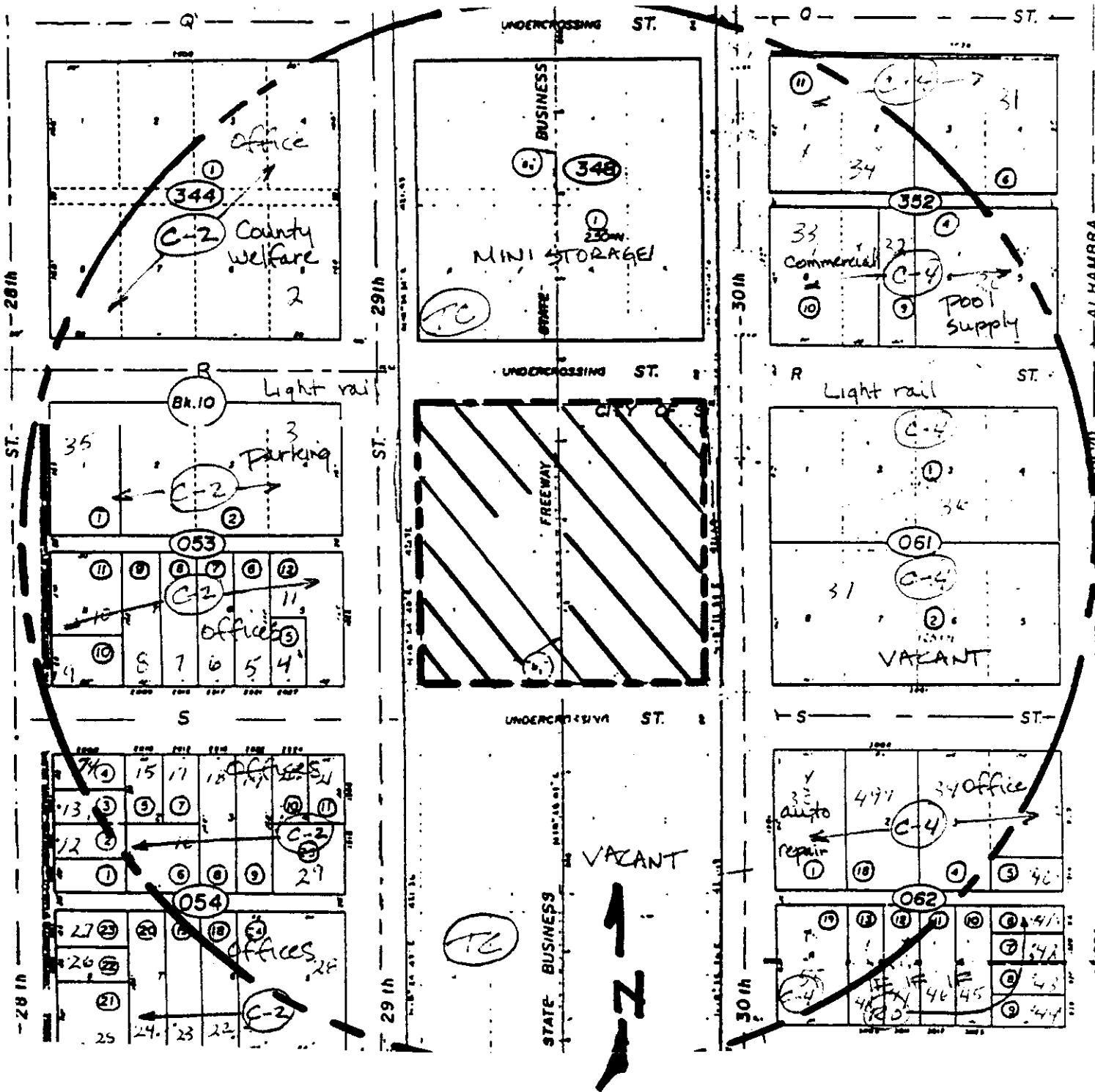


VICINITY MAP

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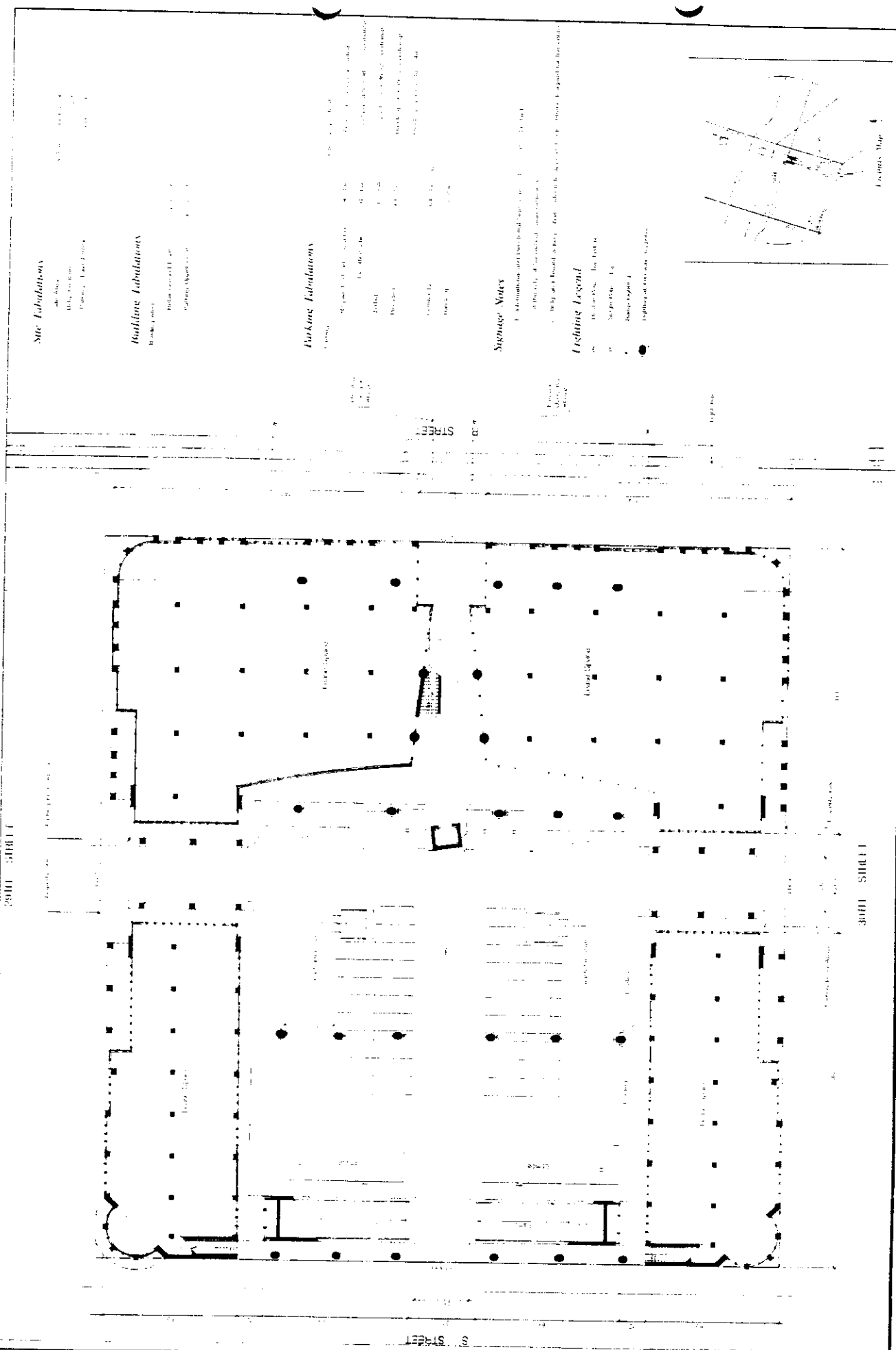


LAND USE & ZONING MAP

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Site Labulations

Site Area
 Utility Conditions
 Existing Land Use

Building Labulations

Building Footprint
 Building Height
 Building Orientation

Parking Labulations

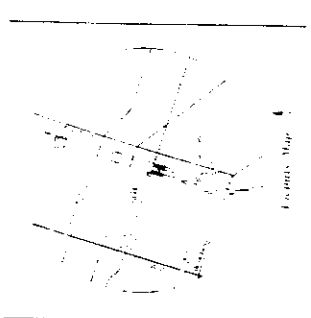
Number of Spaces
 Location
 Access
 Circulation
 Security

Signage Notes

1. Information and directional signs to be placed in the vicinity of the building entrance.
 2. Signs to be placed in the vicinity of the building entrance to indicate the location of the building.

Lighting Legend

1. To be installed in the building.
 2. To be installed in the vicinity of the building.
 3. To be installed in the vicinity of the building.



Leban Pomeroy Architects
 1800 S Street
 Sacramento, California
 95811
 Telephone: (916) 442-1111
 Fax: (916) 442-1112
 www.lebanpomeroy.com

The Farmers' Market Station
 1800 S Street at 14th
 Sacramento, California
 Developed by Squawich and Danich
 Sacramento, California

Site Plan A
Ground Floor Plan
 Scale: 1/8" = 1'-0"
 Date: 9-10-87
 SD 11

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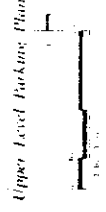
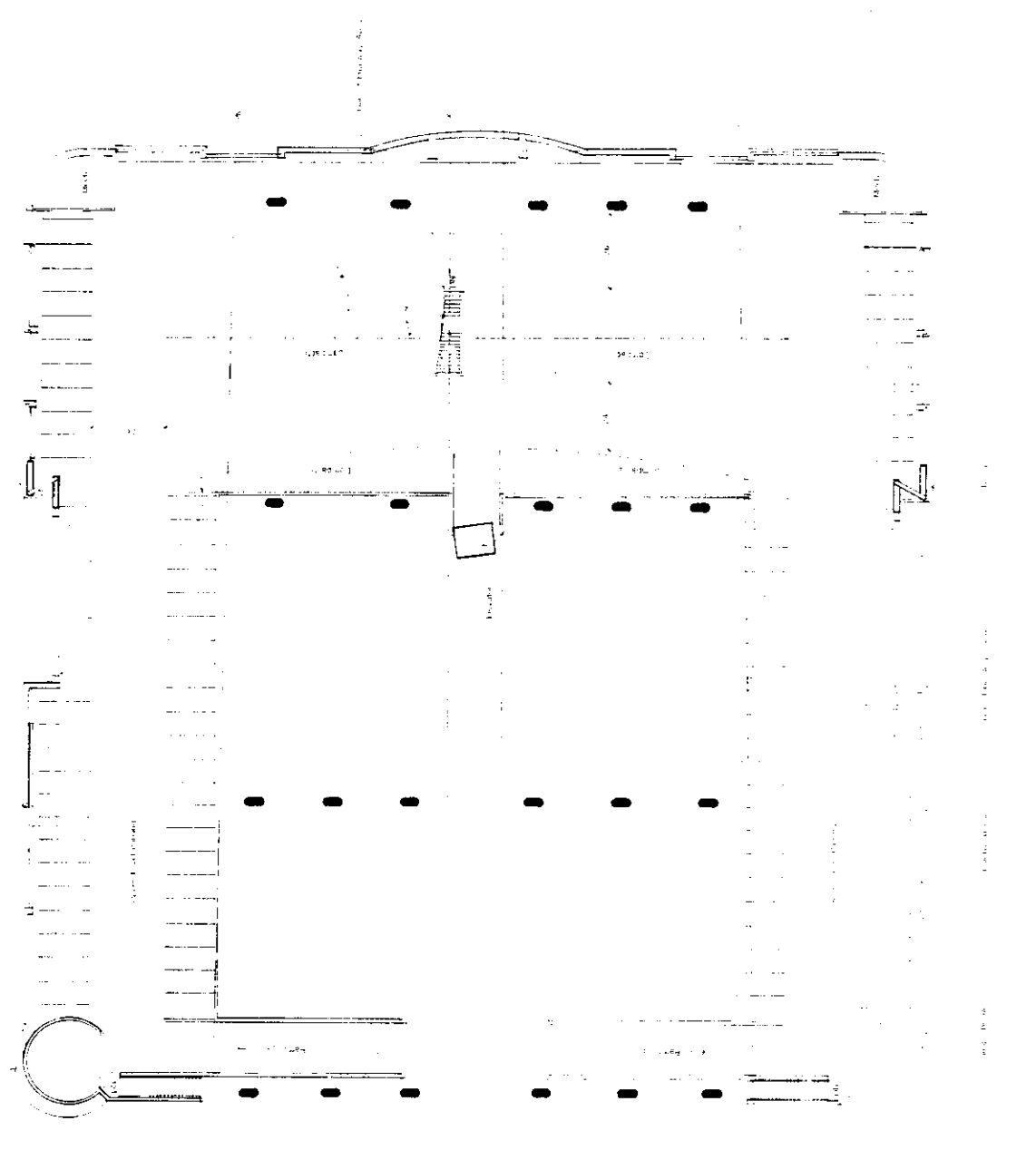
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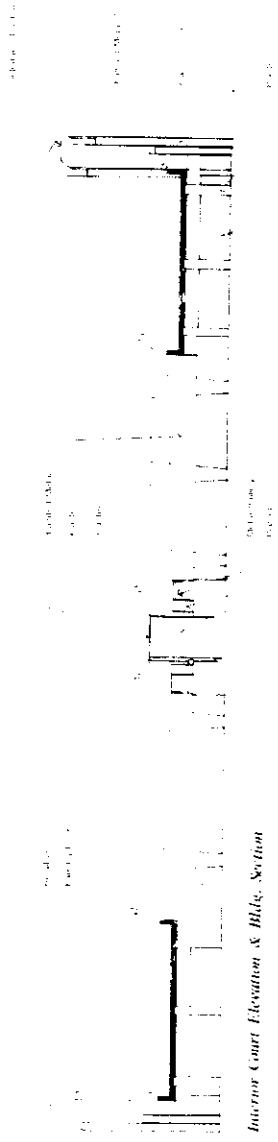
The Farmers' Market Station
8 Street, 1911
Sacramento, California
Developed by Separovich and Demich
Sacramento, California

Lucian Pomerooy - Designer

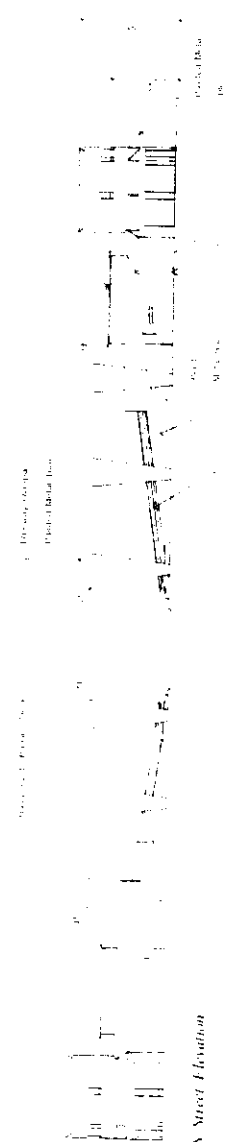
Upper Level Parking Plan

SD 2.1





Ingram Court Elevation & Block Section



S Street Elevation

The Farmers' Market Station
 is located at 1000 Sacramento, California
 Developed by Sparrowick and Donich
 Sacramento, California

Leaven Pomeroy - Los Angeles

Elevations



SD 3.1

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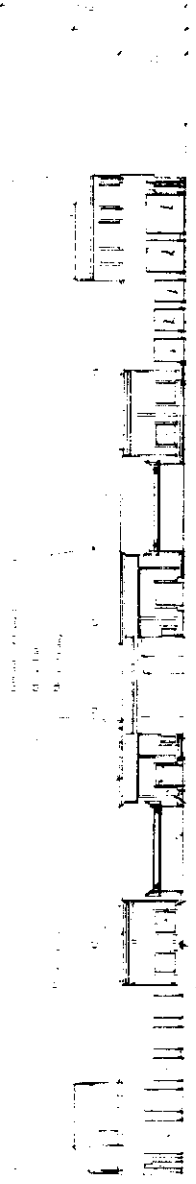
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Item



R Street Elevation



80th Street Elevation

The Farmers' Market Station
 R Street at 80th
 Sacramento, California
 Developed by Separovich and Donich
 Sacramento, California

LACINER Pomaroy Architects

Architects
 1100 Broadway
 Los Angeles, California 90015

Elevations



SD 3.2

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF SACRAMENTO AND

_____, A _____ PARTNERSHIP, RELATIVE
TO THE DEVELOPMENT KNOWN
AS FARMER'S MARKET PLAZA

This Development Agreement is entered into this ____ day of _____, 1987, by and between _____, a California General Partnership, hereinafter "Developer", and the City of Sacramento, hereinafter "City", pursuant to the authority of Sections 65864 through 65869.5 of the Government Code.

RECITALS

1. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the legislature of the State of California adopted Section 65864 et seq. of the Government Code which authorizes the City of Sacramento and an applicant for a development project to enter into a development agreement, establishing certain development rights in the property which is the subject of the development project application.

2. Developer has a 45 year ground lease for that certain property described in Exhibit "A" (hereinafter "subject property") attached hereto and incorporated herein by this reference. Developer seeks City approval of various land use entitlements to permit development on the subject property of a retail complex with a parking structure (hereinafter the "project").

3. An application for said project and California Environmental Quality Act (CEQA) documentation required for prior to approval of said project were considered by the City Planning Commission at a duly noticed public hearing conducted on September 10, 1987, and by the City Council at a duly noticed public hearing conducted on _____, 1987.

4. On _____, 1987, the City Council approved as adequate and complete a Negative Declaration for the project. The City Council has determined that no further environmental documentation is required.

5. Following consideration and approval of the aforementioned Negative Declaration, the City Council on _____, 1987 approved the following land use entitlements to permit development of a retail complex with a parking structure on the subject property:

- A. A Special Permit to allow development of retail uses and parking in the Transportation Corridor (TC) Zone;
- B. A Variance to reduce parking maneuvering areas; and
- C. Ordinance No. 87-_____, adopting this Agreement (The Adopting Ordinance).

6. The City Council finds and declares that development of subject property in accordance with the conditions of approval will provide orderly growth and development in a manner which is consistent with the policies set forth in the General Plan and the Central City Community Plan.

7. The conditions imposed by the City on approval of the above-specified land use entitlements permitting development of

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the project are contained in "Exhibit B", attached hereto and incorporated herein by this reference.

AGREEMENT

Section 1. General Provisions

A. Property Description and Binding Covenants. The subject property is that property described in Exhibit "A". It is intended and determined that the provisions of this Agreement shall constitute covenants which shall run with said property and the benefits and burdens hereof shall bind and inure to all successors in interest to the parties hereto.

B. Term. The term of this Development Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement and shall extend for a period of ten years thereafter, unless said term is terminated, modified or extended by circumstances set forth in the Agreement or by mutual consent of the parties hereto. Following the expiration of said term, this Agreement shall be deemed terminated and of no further force and effect; provided, however, said termination shall not effect any right or duty emanating from City entitlement on the subject property approved concurrently or subsequently to the approval of this Agreement.

C. Assignment. Developer shall have the right to sell, assign, or transfer this Agreement with all its rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. Express assumption of any of the obligations of the Developer under this Agreement by any such

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assignee shall relieve Developer from said obligation or obligations under this Agreement.

D. Notices. Formal written notices, demands, correspondence and communications between City and Developer shall be sufficiently given if dispatched by postage prepaid first class mail to the principal offices of the City and Developer or such person or entity designated in notice to the City pursuant to this Section 1D. Such written notices, demands, correspondence and communications may be directed in the same manner to such other persons and addressees as either party may from time to time designate. Developer shall give written notice to City, within ten (10) days after close of escrow, of any sale or transfer of any portion of subject property and any assignment of this Agreement, specifying the name or names of the transferee, the transferee's mailing address, the amount and location of the land sold or transferred, the name and address of a single person or entity to whom any notice relating to this Agreement shall be given.

E. Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of the parties, with City costs incurred incidental to amendment proceedings payable by the amendment applicant, in accordance with the provisions of Government Code Sections 65867 and 65868. Any amendment to this Agreement which does not relate to the term, permitted uses, density or intensity of use, the maximum height or size of buildings, provisions for reservation and dedication of land, or

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monetary contributions by Developer shall not require notice or public hearing before the parties may execute an amendment hereto.

Section 2. Development of the Property.

A. Permitted Uses, Intensity, Height and Size of Development.

1. 51,000 square feet of retail space and 269 on-site parking spaces with a height not to exceed 64 feet above grade.

B. Monetary Contributions by Developer. Developer shall make monetary contributions as specified in the conditions of project approval contained in Exhibit "B" hereto.

C. Rules, Regulations and Official Policies.

(1) Development of subject property shall be subject to such rules, regulations, ordinances and official policies applicable to such development on a City-wide basis at the time of subsequent entitlement for subject property except to the extent any such future rules, ordinances, regulations or policies are inconsistent with the permitted uses, intensity of use, the maximum height and size of proposed buildings, or provisions for dedication of land specified in this Agreement.

(2) This section shall not preclude the application to development of subject property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State, or federal laws or regulations. In the event such changes in State, or federal laws prevent or preclude compliance with one or more provisions of this Agreement, City and Developer shall take such

action as may be required pursuant to Section 3A and Section 3D of this Agreement.

(3) This section shall not be construed to limit the authority or obligation of City to hold necessary public hearings, to limit discretion of City or any of its officers or officials with regard to rules, regulations, ordinances, laws and entitlement of use which require the exercise of discretion by City or any of its officers or officials, provided that subsequent discretionary actions shall not prevent development of the subject property for the uses and to the intensity of development specified in Section 2A of this Agreement.

Section 3. Default, Remedies, Termination.

A. General Provisions. In the event the State or federal laws or regulations enacted after this Agreement has been executed, or action of any governmental jurisdiction, prevent or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended or suspended as may be necessary to comply with such State or federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either party to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of

this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days notices in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings, or issuance of any building permit.

After notice and expiration of the thirty (30) day period, the other party to this Agreement at its option may institute legal proceedings pursuant to this Agreement or give notice of intent to terminate the Agreement pursuant to California Government Code Section 65868 and regulations of the City implementing said Government Code Section. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council within thirty (30) calendar days in the manner set forth in Government Code Section 65865, 65867, and 65868 and City regulations implementing said sections.

Following consideration of the evidence presented in said review before the City Council, either party alleging the default by the other party may give written notice of termination of this Agreement to the other party.

Evidence of default may also arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code Section 65865.1. If either party determines that the other party is in default following the completion of the normal scheduled periodic review, said party may give written

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notice of termination of this Agreement as set forth in this section specifying in said notice the alleged nature of the default, and potential actions to cure said default where appropriate. If the alleged default is not cured within thirty (30) days or within such longer period specified in the notice, or the defaulting party waives its right to cure such alleged default, this Agreement shall be deemed terminated.

B. Annual Review. City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code Section 65865.1. Notice of such annual review shall include the statement that any review may result in amendment or termination of this Agreement. A finding by City of good faith compliance by Developer with the terms of the Agreement shall conclusively determine said issue up to and including the date of said review.

Upon not less than thirty (30) days written notice by the Planning Director of City, Developer shall provide such information as may be reasonably requested by the Planning Director and deemed by him to be required in order to ascertain compliance with this Agreement. The costs incurred by City for the annual review conducted by City pursuant to this Section shall be borne by City.

The City shall deposit, in the same manner prescribed in Section 1D, in the mail to developer a copy of all staff reports

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and, to the extent practical, related exhibits concerning contract performance at least ten (10) calendar days prior to any such periodic review. Developer shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or if the matter is referred to the Planning Commission before said Commission.

C. Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance. If written notice of such delay is given to City within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

E. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation.

F. Applicable Law and Attorney's Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by either party for breach of this Agreement or to enforce any provision

herein, the prevailing party of such action shall be entitled to reasonable attorney's fees, court costs and such other costs as may be fixed by the Court.

Section 4. Hold Harmless Agreement.

Developer hereby agrees to, and shall hold City, its elective and appointive boards, commissions, officers, agents, and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from developer's or developer's contractors', subcontractors', agents' or employees' operations under this Agreement, whether such operations be by Developer, or by any of Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Developer or any of Developer's contractors or subcontractors. Developer agrees to and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of the aforesaid operations.

Section 5. Project as a Private Undertaking.

It is specifically understood and agreed by and between the parties hereto that the subject project is a private development. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between the City and Developer is that of a government entity regulating the development of private property and the owner of such private property.

Section 6. Cooperation in the Event of Legal Challenge.

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending said action.

Section 7. The City agrees that unless this Agreement is amended or cancelled pursuant to the provisions of this Agreement and the Adopting Ordinance, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance or building regulation adopted by City which change, alters or amends the rules, regulations and policies applicable to the development of said property at the time of approval of this Agreement, as provided by Government Code Section 65866. Nothing herein shall be construed to limit the authority of the City to fix the amount of fees of general application which may otherwise be lawfully imposed by City, as set forth in Section 1D of this Agreement.

Section 8. This Agreement is executed in two duplicated originals, each of which is deemed to be an original. This Agreement consists of twelve (12) pages and two Exhibits which constitute the entire understanding and agreement of the parties. Said Exhibits are identified as follows:

Exhibit A: Property Description

Exhibit B: Conditions of Project Approval Imposed by the City Council on _____, 1987.

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IN WITNESS WHEREOF, this Agreement was executed by the parties thereto on the date set forth above.

_____, a
_____ partnership

CITY OF SACRAMENTO, a municipal corporation

By _____
Its _____

By _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Deputy City Attorney

STATE OF CALIFORNIA)
 : ss.
COUNTY OF SACRAMENTO)

On this _____ day of _____, 1987, before me, Irvin E. Moraes, a Notary Public in and for the County and State, residing therein, duly commissioned and sworn, personally appeared _____ known to me to be the _____, known to me to be the _____ and _____ known to me to be the _____ of the CITY OF SACRAMENTO, a municipal corporation, the municipal corporation that executed the within and foregoing instrument, and to be the officers who executed the said instrument of behalf of said municipal corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the said County and State aforesaid, the day and year in this certificate first above written.

(Seal)

Notary Public in and for the County
of Sacramento, State of California.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On _____, 1987, before me, the undersigned, a Notary Public in _____ and _____ for _____ said _____ State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as _____ of the partners of _____ the partnership that executed the within instrument, and acknowledged to me that the _____ executed the same on behalf of _____, a partnership, and that said last named partnership executed the same.
WITNESS my hand and official seal.

Signature _____