

# RESOLUTION NO. 90-088

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF October 9, 1990

## PARKING AGREEMENT WITH SI INVESTMENT FOR 429 J STREET BUILDING

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

SECTION 1: The Executive Director is hereby authorized to enter into the attached "Parking Agreement" with SI Investment to provide 25 parking permits for tenants of the 429 J Street Building on an "As needed" basis until October 1, 2000 in accordance with its terms.



CHAIR

ATTEST:



SECRETARY

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FOR CITY CLERK USE ONLY

RESOLUTION NO.: 90-088

DATE ADOPTED: OCT 09 1990

PARKING FACILITY USE LICENSE

THIS LICENSE, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 1990, by and between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, a public body, corporate and politic ("Agency"), and SI INVESTMENT ("Owner"), owners of the building ("Building") located at 429 "J" Street in Sacramento, California.

WHEREAS, the Owner desires to obtain an assured supply of parking spaces for the tenants and employees in the Building; and,

WHEREAS, the Agency and Owner desire to provide for the use of City of Sacramento ("City") parking spaces through the use of this Parking Facility Use License ("License").

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. Term of License: The term of this License shall commence on \_\_\_\_\_, and shall expire on \_\_\_\_\_.

2. Allocated Permits: During the term of this License the Agency shall allocate and make available to Owner not more than twenty-five (25) monthly parking permits ("Allocated Permits") for the use of parking spaces in accordance with the terms of this License. Said parking permits shall permit the use of parking spaces located in "Lot G", "Lot K", and "Lot P", or in such other lots as are designated by either Agency or City, as shown in the map attached hereto and incorporated herein as Exhibit "A". Allocation of said parking permits among the above locations shall be at the sole discretion of Agency and City.

3. Permit Issuance: At the commencement of the term of this License, Agency shall issue to Owner the total of twenty-five (25) Allocated Permits. Except as provided in paragraphs 8 and 9, any of these permits which are subsequently cancelled by Owner or by Agency, as provided herein, shall be returned to the pool of Allocated Permits and shall be available for reissuance to Owner upon ten (10) days notice of a request for reissuance. Issuance or reissuance of any Allocated Permit shall be deemed effective, and payment shall be required, as of the first day of the month in which the issuance or reissuance occurs.

4. Renewal of Issued Permits: Each issued or reissued permit, unless cancelled in accordance with the License, shall be automatically renewed as of the first day of each month.

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5. Cancellation of Issued Permits: Any issued permit may be cancelled at any time by the Owner upon thirty (30) days written notice of cancellation to Agency, provided that the effective date of cancellation shall be the last day of the month in which the thirty (30) day notice period expires. Any issued permit may be cancelled at any time by Agency, for any of the reasons, and in the manner, set forth in this License. Except as provided in paragraphs 8 and 9, upon cancellation, an issued permit shall be deemed allocated but unissued and shall be subject to reissuance under the provisions of paragraph 3.

6. Compensation to Agency: For each permit issued on a month to month basis during the term of this License, Owner shall pay to Agency a monthly payment equal to 115% of the prevailing City monthly parking permit rate as set and unilaterally adjusted by Resolution of the City Council. Such prevailing rate shall be the rate charged by the City for monthly parking permits within the facility where each parking space is located.

7. Monthly Payments: On or before the second business day of each month during the term of this License Owner or Owner's agent shall pay to Agency or Agency's agent the monthly payment at 1023 "J" Street, Sacramento, California 95814-2877, or at such other location as Agency may designate to Owner in writing. The monthly payment shall be for use of the permit for the month in which payment is due.

8. Use of City Parking Facility: All rules and conditions of the City's Standard Parking Agreement, attached hereto as Exhibit "B" and made a part hereof, shall be in effect. Agency may, at Agency's sole discretion, cancel and withhold further issuance of a permit to any holder of a permit under this License if Agency determines that such permit holder has violated such rules and conditions. If Agency determines that more than one permit holder has violated such rules and conditions Agency shall provide written notice of such determination to Owner. If said violations are not corrected within 30 days thereafter, to the satisfaction of Agency, this License shall be terminated. Subject to the rules and conditions of the City's Standard Parking Agreement, the users of issued permits shall have the right of ingress to and egress from the City parking facilities twenty-four (24) hours per day, three hundred sixty-five (365) days per year; provided such rights shall be subject to such reasonable interference as may be made necessary from time to time by the repair, reconstruction or maintenance of said parking facilities or any appurtenances thereto or associated improvements. In the event that any of the City parking facilities to which any permit issued under this License applies are damaged such that they may not be used for parking, or such that their use

is so restricted that Owner's issued permits may in Agency's judgment no longer be accommodated, then Agency may cancel the affected permits until such time as the damaged facilities have been restored; provided that, at the request of Owner, Agency shall use its best efforts to redesignate the affected permits for use during the interim at another City parking facility.

9. Permit Distribution: Owner shall distribute the parking permits issued under this License only to persons who are tenants or employees in the Building and at a monthly rate which shall not exceed the rate Owner pays to Agency for each parking permit. Ten days prior to the first day of each month during the term of this License, Owner shall provide the Agency an updated and current list of all tenants and employees in the Building to whom monthly permits are distributed. This list shall indicate the names, vehicle license numbers, employers, employer's addresses and telephone numbers of all individual persons to whom permits are distributed. In the event that any issued permit is distributed to or used by any person not eligible for such use and not listed on Owner's current list of distributees, the permit shall be immediately cancelled by Agency and removed from the pool of Allocated Permits. Multiple incidents of such misuse shall constitute a default by Owner and shall entitle Agency to terminate this License.

10. Access to Records: Agency shall have reasonable access to the records of Owner regarding the administration of parking permits issued under this License.

11. Destruction of Building: In the event of the demolition or destruction of the Building at any time during the term of the License, the provisions of this License shall be terminated.

12. Alternate Parking: Should tenants or employees in the Building utilize alternate parking in any City parking facilities identified on Exhibit "A" at a non-surcharge City parking rate, in lieu of using the monthly parking privileges provided for tenants and employees in the Building under this License, this License shall be subject to termination by Agency upon 15 days written notice to Owner. This paragraph shall not apply if Owner has purchased the total 25 permits allocated under this License.

13. TSM Status Report: Owner shall be required to file an annual TSM status report as specified in City Ordinance 88-083, Section 4(b)3. If Owner fails to submit the annual status report as specified in City Ordinance 88-083 this License shall be terminated.

14. Nondiscrimination: Owner covenants that there shall be no discrimination against any person or group of persons on account of race, color, creed, sex, national origin or ancestry in the distribution or use of issued permits. Any breach of this covenant shall constitute a default by Owner and shall entitle Agency to terminate this License.

15. Assignment: Owner's rights under this License shall not be assigned without prior written consent of the Agency.

16. Conflict: In the event of a material conflict between any provisions of this License and any rule, regulation or law enacted by any governmental agency including, but not limited to City, the County of Sacramento, the Sacramento Air Quality Maintenance District or any state or federal agency or legislative body the enactment of the governmental agency or legislative body shall prevail and the obligations of the parties to the License shall be modified accordingly.

17. Subordination: This License shall be subject and subordinate at all times to the lien of any mortgage or trust deed or deeds or evidence of obligation which may now exist upon or which may be placed upon any parking facility to which permits are issued under this License. Owner covenants that it will execute and deliver to Agency, or to the nominee of Agency, proper subordination agreements to this effect at any time upon the request of Agency and without any payment being made therefor.

18. Attorney's Fees and Costs: If either party shall bring any suit or proceeding to enforce the terms of this License, the prevailing party in such suit or proceeding shall be entitled to recover from the other party reasonable costs and expenses, including attorney's fees.

19. Notice: Any notice required or desired to be given pursuant to this License, shall be given either by personal service or by certified mail, return receipt requested, postage fully prepaid, at the following respective addresses:

Agency

Redevelopment Agency  
City of Sacramento  
1023 "J" Street, Suite 202  
Sacramento, California 95814

Owner

Joseph A. Siino Jr.  
812 "J" Street  
Sacramento, California 95814

The address for notice may be changed from time to time by giving notice in accordance with the foregoing.

20. Condemnation: In the event any portion or all of any parking facility to which permits are issued under this License should be taken by eminent domain or acquired under the threat or the exercise of the power of eminent domain, Owner shall have no interest whatsoever in any proceeds from such taking.

21. Security: The nature of any permit issued pursuant to this License is that of a license and no relationship of landlord and tenant shall arise from this License. Agency shall not be responsible for the personal security of any person or personal property in any of the parking facilities to which permits are issued under the License beyond the limits of Agency's responsibility to persons or personal property generally.

22. Termination for Default: In the event of any default by Owner, Agency shall have the right to terminate this License. No failure of Agency to terminate this License for default upon any breach shall constitute a waiver of the right to terminate this License for the same or any other default subsequently occurring.

23. Time of the Essence: Time is of the essence to each and every term and condition of this License.

24. Complete Agreement: The foregoing contains all of the terms and conditions of the agreement between Agency and Owner regarding use of City parking facilities.

APPROVED AS TO FORM:

REDEVELOPMENT AGENCY OF THE  
CITY OF SACRAMENTO

\_\_\_\_\_  
General Counsel

\_\_\_\_\_  
By: ROBERT E. SMITH  
Executive Director

APPROVED:

SI INVESTMENT

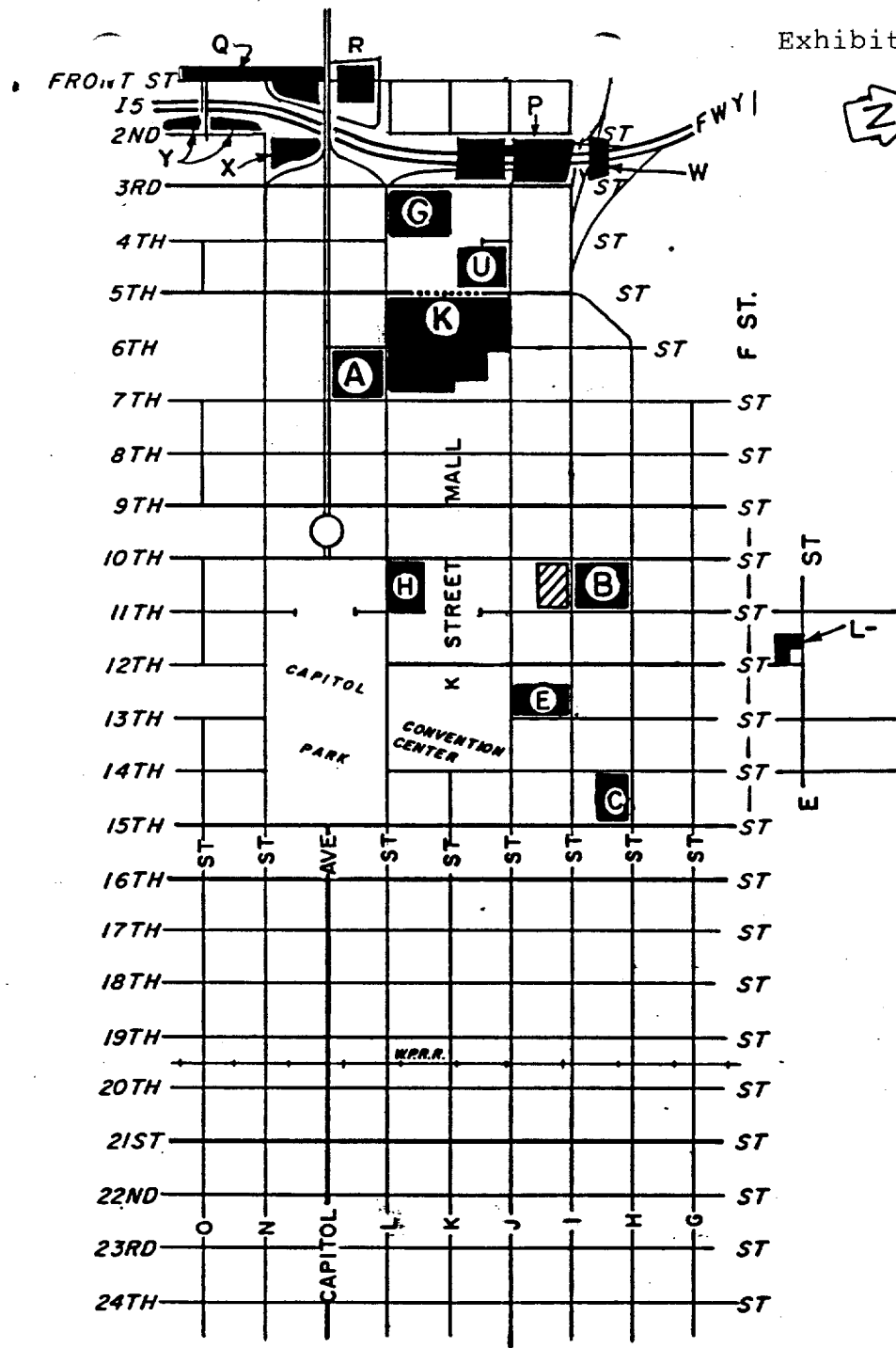
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Finance Department

By: \_\_\_\_\_

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CITY OWNED  
PUBLIC PARKING FACILITIES