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# RESOLUTION NO. 87-039

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF

June 9, 1987

## OWNER PARTICIPATION AGREEMENT FOR THE FOURTH, FIFTH AND "R" STREETS PROJECT

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

Section 1: The Executive Director is authorized to execute the Owner Participation Agreement with Roger P. Duke, attached hereto as Exhibit "A".

Section 2: The Executive Director is further authorized to take such actions and to execute all other documents as are required to carry out the terms and provisions of the Owner Participation Agreement.

Carne Riden  
CHAIR

ATTEST:

William N. Sgan  
SECRETARY

1656J

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RECORDING REQUESTED BY:  
and  
WHEN RECORDED, MAIL TO:  
Sacramento Housing and  
Redevelopment Agency  
630 "I" Street  
Sacramento, CA 95814

NO FEE DOCUMENT  
Entitled to free  
recording per  
Government Code  
6103

OWNER PARTICIPATION AGREEMENT

This agreement is entered into this \_\_\_\_\_ day of June, 1987 by and between the Redevelopment Agency of the City of Sacramento (the "Agency") and Roger P. Duke (the "Owner").

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

WHEREAS, the Property is situated within the Merged Downtown Sacramento Redevelopment Project but outside the C-3 Central Business District Zone; and

WHEREAS, the Amended Redevelopment Plan's Land Use Map identifies the project site as a mixed use area.

WHEREAS, Owner desires to develop a private commercial/office project (the "Project") of more than 75,000 square feet on the Property; and

WHEREAS, Agency has determined that the earliest possible development of the Property is in the best interest of the Agency; and

WHEREAS, this agreement is entered into by both parties in compliance with the Merged Downtown Sacramento Redevelopment Plan and the goals and policies of the Urban Design Plan; and

WHEREAS, Owner submitted the project application to the City of Sacramento prior to February 18, 1987.

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

1. Agency will cause the Merged Downtown Sacramento Redevelopment Project, adopted by the City Council of the City of Sacramento on June 17, 1986 as Ordinance No. RA 86-065 together with any amendment or amendments thereto hereafter adopted in the manner required by law, for the Merged Project Area to be carried out in the manner provided for therein.

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(12)

2. Owner will devote the Property described in Exhibit A hereto to the uses consistent with 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.

3. Owner shall, at its sole cost and expense, cause detailed plans and specifications for the Project to be prepared for the work in substantial compliance with the plans as presented to the Sacramento City Planning Commission on May 14, 1987, attached as Exhibit B. Such work shall be performed within the time and manner set forth herein.

4. Demolition, construction and completion of the structures for the Project shall be performed within the time and manner set forth in Exhibit C and elsewhere herein and shall be at Owner's sole cost and expense. Owner shall not construct any improvements on the Property described in Exhibit A hereto which are not described in the plans and specifications for the Project submitted in accordance with this Agreement unless Owner has received prior written consent from the Agency.

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

6. Owner agrees to comply with all conditions contained in the recommendations to the Agency made by the Sacramento City Planning Commission at the meeting of May 14, 1987, attached hereto as Exhibit D and herein incorporated by reference.

7. Owner agrees to comply with all conditions contained in the recommendations to the Agency made by the City Design Review/Preservation Board at the meeting of May 20, 1987, attached hereto as Exhibit E and herein incorporated by reference.

8. Owner shall pay to the Agency an amount which equals 1.25% of the estimated cost of the building or buildings as determined by the City Building Department before the issuance of a building permit for the Project.

9. Agency agrees to use said payment for:

a. Acquisition costs of land within the Merged Downtown Sacramento Redevelopment Project.

b. Loans and grants to redevelopers pursuant to agreements for redevelopment projects within the Merged Downtown Sacramento Redevelopment Project.

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c. Costs relating to the construction of public improvements within the Merged Downtown Redevelopment Project.

10. The Owner shall employ or select employees, contractors and subcontractors possessing the necessary skill, expertise, cost level and efficiency for the development of the Property. Within that framework, Owner shall not discriminate against low income persons and members of racial and ethnic minorities as employees, contractors and subcontractors. Further, within the foregoing framework, the Owner will use good faith efforts to cause its contractor to endeavor to involve low income persons and members of racial and ethnic minorities as employees and subcontractors and to hire their labor force from persons residing in the Project Area.

11. Before commencement of construction or development of any buildings, structures or other work of improvements upon the Property, the Owner shall at its own expense secure or cause to be secured any and all permits which may be required by the City or any other governmental agency affected by such construction, development or work.

12. The Agency desires to forego its legal right to acquire the Site by purchase or eminent domain to enable the Owner to use and develop the Site in accordance with the Redevelopment Plan.

In the event of default or breach of this Agreement or any of its terms to conditions by the Owner, it is expressly agreed by Owner that the provisions of this section shall be null and void and that the Agency may exercise whatever legal rights it may have had prior to the execution of this Agreement to acquire any portion of the Property through purchase or eminent domain.

13. This Agreement shall be binding upon and shall inure to the benefits 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 and owners thereof.

14. All modifications or amendments to this agreement shall be in writing and shall require the express consent of both parties.

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EXHIBIT A

Assessor's Parcel No. 009-053-013, 014; 009-055-020, 021

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