

# RESOLUTION NO. 88-090

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF December 13, 1988

AUTHORIZING EXECUTION OF MEMORANDUM OF UNDERSTANDING (MOU)  
FOR RELOCATION SERVICES AND PAYMENTS;  
DEMOLITION AND TOXIC WASTE  
ASSESSMENT AND REMEDIATION  
1111 G STREET SITE

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

Section 1: The Executive Director is authorized to execute the Agreement for Transfer of land for Redevelopment ("Agreement") attached to this resolution, with the City of Sacramento in connection with City-owned parcels (APN: 002-155-22, 002-155-23 & 002-155-24 ) in Alkali Flat project area.

Section 2: The Executive Director is authorized to call for bids for demolition, site clearance and asbestos removal and to award to the lowest responsive and responsible bidder, or to reject all bids.

Section 3: The Executive Director is authorized to enter into professional services contracts as reasonable and necessary to assess the extent and nature of toxic contamination on the site and to prepare a remediation plan and budget for the site.

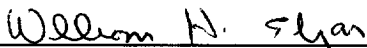
Section 4: The Executive Director is authorized to call for bids for tank removal and toxic cleanup and to award a contract to the lowest, responsible and responsive bidder.

Section 5: The amount of the contracts authorized by this resolution shall not exceed the limits set out in the attached Agreement and shall be paid in accordance with the Agreement.

Section 6: The Executive Director is authorized to carry out the terms of the attached Agreement.

  
CHAIR

ATTEST:

  
SECRETARY

1100WPP2(178)

RESOLUTION No. 88-090  
DEC 13 1988

AGREEMENT FOR TRANSFER OF LAND  
FOR REDEVELOPMENT

(1111 G STREET)

The City of Sacramento ("City") and the Redevelopment Agency of the City of Sacramento ("Agency") enter into this Agreement as of this \_\_\_\_ day of \_\_\_\_\_, 1988. City and Agency agree as follows:

1. Recitals

1.1 Purpose

The purpose of this Agreement is to set forth the procedures necessary to implement Resolution No. 88-793 adopted by the City Council of Sacramento and Resolution No. 88-069 adopted the Redevelopment Agency of the City of Sacramento, copies of which are attached as Exhibit 1 and the Disposition and Development Agreement ("DDA") between Agency and 1111 "G" Street Partners ("Developer"), a copy of which is attached and incorporated in this Agreement as Exhibit 2 by this reference. City and Agency intend by this Agreement to establish their respective rights regarding transfer of the City Property to Agency to carry out the provisions of the DDA.

### 1.2. Project

City and Agency desire to redevelop the real property ("Property") described in Exhibit 1 attached and incorporated in this Agreement by reference, as a mixed-use development ("Project") containing 57 residential condominium units, approximately 86,600 square feet of office space and approximately 9,400 square feet of retail space. Agency owns that portion of the Property ("Agency Property") described in Exhibit 2 attached and incorporated in this Agreement by reference. City owns that portion of the Property ("City Property") described in Exhibit 3 attached and incorporated in this Agreement by reference.

### 1.3 Authority

The Agency is a redevelopment agency established under the Community Redevelopment Law of the State of California, and the Property is located in the redevelopment project area known as Alkali Flat Project Area, subject to the Alkali Flat Redevelopment Plan ("Redevelopment Plan"). By City Code Section 12.110, City has the authority to transfer land to a public

agency for the public benefit. City and Agency find the Project to be of benefit in that it benefits the general community and furthers the goals of the Redevelopment Plan.

2. Property Transfer

City shall transfer the City Property to Agency within fifteen (15) days after written request of the Agency therefore, subject to the provisions of this Agreement.

3. Payment

Except as provided in this Agreement, Agency shall pay to City all monies received under the DDA from Developer for the City Property, when received from Developer.

3.1 Relocation, Demolition and Hazardous Waste Clean-up

Agency shall use the monies received from Developer first for relocation of the tenants on the City Property, for demolition and removal of the structures and underground storage tanks on the City Property and for testing for, and decontamination of, hazardous wastes on the City Property.

(10)

-3- **RESOLUTION No. 88-090**  
12-6-88

DEC 13 1988

### 3.2 Refund upon Termination of DDA

If, after Agency testing of the City Property for hazardous waste, Agency reasonably determines that the cost of decontaminating the City Property will exceed \$100,000, Agency shall notify City in writing of such estimated cost. City shall, within ten days after the receipt of such notice, direct Agency in writing either to continue such decontamination or to terminate the DDA by its terms. In the event of such decision to terminate, City shall, within ten days of notice to Agency to terminate the DDA, pay to Agency an amount equivalent to the total amount expended by Agency from Developer's monies under Paragraph 3.1 above. Agency shall thereafter reimburse Developer the amounts received by Agency from Developer under the DDA and terminate the DDA. Agency shall not be obligated to terminate the DDA unless and until City makes said payment to Agency for reimbursement of Developer. City shall hold Agency harmless from any claims by Developer or others, arising from City's failure to pay said amounts to Agency for reimbursement to Developer.

### 3.3 Advance Costs

If the City Manager authorizes the Agency to incur reasonable costs associated with the relocation or

clearance of the City's site in advance of this agreement, the City agrees to reimburse Agency for said costs.

#### 3.4 Excess Cost

If Agency has notified City in writing that the cost of hazardous work decontamination is estimated to exceed \$100,000 and that all costs to be incurred on the City Property are estimated to exceed \$800,000 and City has elected not to terminate the DDA, City shall reimburse Agency all such costs in excess of \$800,000.

#### 3.5 Street Demolition

If said decontamination costs do not exceed \$100,000 or if City determines not to terminate the DDA, Agency shall inform Developer to commence demolition of the street which marks the border between Agency Property and City Property. City shall not be obligated to pay the cost of said street demolition.

#### 4. Reconveyance of the Property to City

##### 4.1 No Developer Conveyance

In the event that the City Property is not conveyed

under the DDA for any reason, Agency shall reconvey the City Property to City in its condition as of that time. ^

4.2 Termination For Hazardous Waste

If as a result of excessive cost of hazardous waste decontamination, City directs Agency that the DDA shall be terminated, Agency shall reconvey the City Property to City. ^

5. Agency Obligations

Agency shall monitor and take reasonable and necessary actions to assure Developer's development of the Project in accordance with the DDA and compliance with the terms of the DDA. Agency shall act on behalf of City to protect the interests of City under this Agreement and the DDA.

6. No DDA Amendments

Agency shall permit no amendments to the DDA which shall materially affect the rights and interests of City related to the transfer of City Property under this Agreement and the DDA.

(13)

7.

Indemnification for Hazardous Wastes

City shall indemnify, defend and hold harmless the Agency, its officers, directors, employees and agents from and against all claims arising from or related to hazardous or toxic waste or materials present on the City Property at or prior to conveyance of the City Property to Agency, including, without limitation, the costs to remove such waste or materials and decontaminate the City Property and any groundwater contaminated by such waste or materials on the City Property.

Executed on the date first written above in Sacramento, California.

THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO.

APPROVED AS TO FORM:

\_\_\_\_\_  
Dwight L. Moore  
General Counsel

BY \_\_\_\_\_  
William H. Edgar  
Executive Director

APPROVED:

CITY OF SACRAMENTO

\_\_\_\_\_  
Terry Wolford  
Director of Finance

BY \_\_\_\_\_  
Walter Slipe  
City Manager

Account Code: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Cost Center: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Organization Approval

\_\_\_\_\_  
City Attorney

154WPP(175)

(14)

-7- RESOLUTION No. **88-090** 12-6-88

DEC 13 1988