



City of Sacramento City Council

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915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 5/31/2011

Report Type: Public Hearing

Title: Agreements between the Redevelopment Agency of the City of Sacramento and the City of Sacramento for the Transfer of St. Rose of Lima Park, a Portion of the Docks Riverfront Promenade/Pioneer Landing Park and a Portion of J. Neely Johnson Park

Report ID: 2011-00406

Location: Waterfront, 7th and K, and 11th between E and F streets/District 1

Recommendation: Adopt 1) a Redevelopment Agency Resolution: a) authorizing the Executive Director, or her designee, to enter into a Transfer Agreement and Regulatory Agreements with the City of Sacramento for the transfer of St. Rose of Lima Park, a portion of the Docks Riverfront Promenade/Pioneer Landing Park and a portion of J. Neely Johnson Park, and to carry out all activities reasonably necessary to accomplish these property transfers, b) authorizing the Executive Director, or her designee, to execute an Assignment Agreement for the Lease of a portion of St. Rose of Lima Park for the 717 K Street Building Public Access and Outdoor Restaurant Seating, and c) make related findings; 2) Adopt a City Resolution: a) authorizing the Interim City Manager, or his designee, to execute a Transfer Agreement and Regulatory Agreements with the Agency for the transfer of St. Rose of Lima Park, Docks Riverfront Promenade/Pioneer Landing Park and J. Neely Johnson Park and to carry out all activities reasonably necessary to accomplish this transfer of properties, including the execution and recordation of a Certificate of Acceptance, b) authorizing the Interim City Manager, or his designee, to execute an Assignment Agreement for the Lease of a portion of St. Rose of Lima Park for 717 K Street Building Public Access and Outdoor Restaurant Seating, and c) make related findings.

Contact: Denise Malvetti, Sr. Development Project Manager, 808-7064; Richard Sanders, Real Property Agent, 808-7034; Mary de Beauvieres, Principal Planner, 808-8722; Celia Yniguez, Redevelopment Manager, 449-6255

Presenter: Denise Malvetti 808-7064

Department: Economic Development Dept / Department of Parks and Recreation, General Services and SHRA

Division: Downtown Development

Dept ID: 18001021

Attachments:

01-Description/Analysis
02-St Rose Docks Map
03-Johnson Park Map
04-Resolution_CC 5 31 11
05-33433 - St Rose
06-33433- Docks Prom
07-Transfer Agreement.
08-Assignment and Assumption
09-Resolution_RA 5 31 11
10-33433 - St Rose
11-33433- Docks Prom
12-Transfer Agreement
13-Assignment and Assumption

City Attorney Review

Approved as to Form
Sheryl N. Patterson
5/23/2011 11:17:32 AM

City Treasurer Review

Prior Council Financial Policy Approval or
Outside City Treasurer Scope
Russell Fehr
5/17/2011 4:48:10 PM

Approvals/Acknowledgements

Department Director or Designee: Jim Rinehart - 5/19/2011 1:32:19 PM

Assistant City Manager: Cassandra Jennings - 5/23/2011 10:44:28 AM

Description/Analysis

Issue: For more than 45 years, the Redevelopment Agency of the City of Sacramento (Agency) has been a frequent partner with the City’s Parks and Recreation Department to acquire and develop parks and community centers in underserved communities. Funding sources have included redevelopment tax increment and Community Development Block Grant program funds. This report recommends transferring, from the Agency to the City, parcels in existing Parks in order to ensure the use continues.

St. Rose of Lima Park

In 1965, Agency acquired the approximately half acre property located at 705 K Street from the United States of America. The site was subsequently developed as a city park and has been operated and maintained as such for approximately forty years. A renovation of St. Rose of Lima Park was completed in 2010. The renovation of the park included a new fountain, lighting, and street furniture. The Downtown Sacramento Partnership hosts the annual Downtown Ice Skating Rink at the park which draws thousands of visitors to Downtown every holiday season. The transfer of the Park to the City ensures that these activities continue.

The Docks Riverfront Promenade/Pioneer Landing Park

The Sacramento Riverfront Master Plan (SRMP), adopted by City Council in July 2003 and updated in 2005, provided the framework that identified the development of the Docks area as a priority project. The SRMP called for an urban open space amenity that would connect Old Sacramento to Miller Park and provide access to the water’s edge. This became the multi-phased project know as the Docks Riverfront Promenade.

Following an extensive community planning process, in October 2007 the City Council approved the design and Phase I construction for the Docks Riverfront Promenade that extended from O Street to R Street along the Sacramento River’s edge. Construction began in March 2009 and the project was completed in May 2010.

The promenade is a 20-foot wide pedestrian/bicycle path, with adjacent landscaping, benches, interpretive signage, trash receptacles, utilities, drinking fountains, lighting and overlooks at the extension of the lettered streets (P and Q streets and a partial overlook at R Street). A new $\frac{3}{4}$ acre park, known as Pioneer Landing, was developed at the south end of the site.

The Phase I project also required relocation of the State’s railroad tracks used for the Old Sacramento excursion train operations and the construction of new pedestrian railroad crossings. In February 2009, the City/Agency executed an agreement with the California Department of Parks and Recreation to remove and relocate railroad tracks and relocate the railroad easements. These easements will be executed as a part of the proposed property transfer.

The Promenade Phase I project was developed on three parcels, two of which are owned by the Agency (APNs 006-0241-007 and 006-0241-011) and one owned by the City (APN 006-01810-004). The Promenade was developed as a “Park Facility.” Previously, the Agency authorized the conveyance of APN 009-0012-007 to the City, but proceedings never commenced. With the

completion of the project, the Agency seeks authorization to transfer both APNs 006-0241-007 and 006-0241-011 to the City.

J. Neely Johnson Park

In 1974, the Agency acquired the approximately 1,742 square foot parcel located at the end of 11th Street on the south side of the alley running between 11th and 12th streets (APN 002-0116-047) with federal Community Development Block Grant (CDBG) funds. The parcel was acquired as a portion of a one acre mini park site planned in conjunction with the City's Alkali Flat Neighborhood Development Plan (NDP) urban renewal project adjacent to the historic J. Neely Johnson House, home of the fourth Governor of California and first official Governor's House. The site was subsequently developed as a city park and has been operated and maintained as such for approximately 30 years. Today, the park houses a community garden with 10 plots and various City and community sponsored events such as Jazz in the Park and previously the Alchemist Urban Farm Stand. The transfer of this parcel to the City ensures that the entire site will continue to be used as a park.

Policy Considerations: The recommended transfers will change the title in which the parcels are held and will not result in a change of use, operation or maintenance of the parcels. The recommended transfer of the J. Neely Johnson parcel is consistent with the Alkali Flat Redevelopment Plan goals of emphasizing environmental character and public places, creating places and destinations, and enhancing the quality of life of Alkali Flat residents through public space, which is a critical part of the community amenity base. The transfer of the St. Rose of Lima Park and Docks Riverfront Promenade/Pioneer Landing Park parcels is consistent with the Merged Downtown Redevelopment Plan goals of broadening the appeal of Downtown, creating regional destinations and emphasizing environmental character and public places. The transfer is also consistent with the Implementation Plan Redevelopment Strategies of creating places and destinations, enhancing the urban waterfront and making connections and places. The acceptance of the transfer of these park parcels is consistent with the City's strategic plan to enhance livability in Sacramento's neighborhoods by expanding park, recreation, and trail facilities throughout the City.

Environmental Considerations:

California Environmental Quality Act (CEQA): Acceptance of the Agency interest in these parcels by the City without a change to the existing condition or use of the Agency parcels does not constitute a "project" requiring environmental review pursuant to Public Resources Code Section 21065.

Other: The J. Neely Johnson Park parcel was purchased with federal Community Development Block Grant fund; therefore, environmental review under the National Environmental Policy Act (NEPA) is required for the transfer of this property only. The proposed action to transfer J. Neely Johnson Park parcel from the Agency to the City is categorically excluded under NEPA per 24 CFR Part 58.35 (a)(5), which covers dispositions where the structure and/or land will be retained for the same use.

Sustainability: The transfer of St. Rose of Lima Park, Docks Riverfront Promenade/Pioneer Landing Park and a portion of J. Neely Johnson Park supports the City's Sustainability Master Plan by creating a sustainable city with parks, open space and habitat conservation. A City's quality of life is greatly enhanced by extensive parks and open space areas including small urban parks.

Commission/Committee Action: *Sacramento Housing and Redevelopment Commission:* At its meeting of May 18, 2011 the Commission considered the staff recommendation related to J. Neely Johnson Park parcel. The votes were as follows:

AYES: Burruss, Chan, Fowler, Gore, Johnson, Morgan, Morton, Rosa, Shah, Stivers

NOES: None

ABSENT: Alcalay

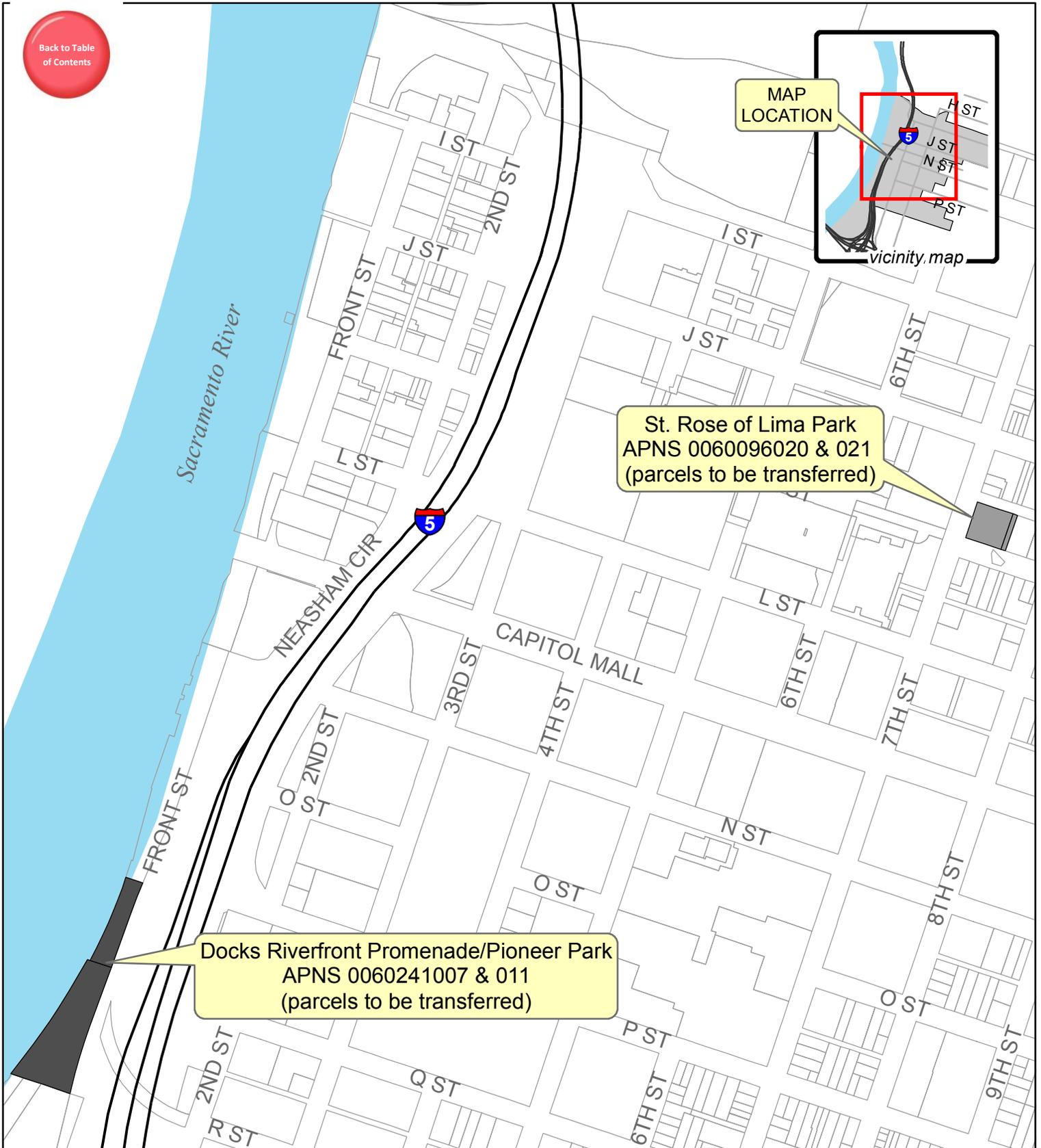
Rationale for Recommendation: The City currently operates and maintains all five properties as city parks. The transfer of the properties from the Agency to the City of Sacramento ensures that these properties remain as urban, infill parks and open space.

Financial Considerations: The Agency and City are incurring minimal administrative costs to transfer the five parcels from the Agency to the City. The properties will be transferred at no cost to the City of Sacramento.

Emerging Small Business Development (ESBD) and M/WBE: The items discussed in this report have no ESBD or M/WBE impacts.



St Rose of Lima & Pioneer Landing Park Property Transfer Downtown Redevelopment Project Area

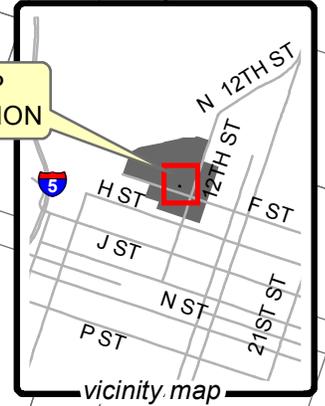
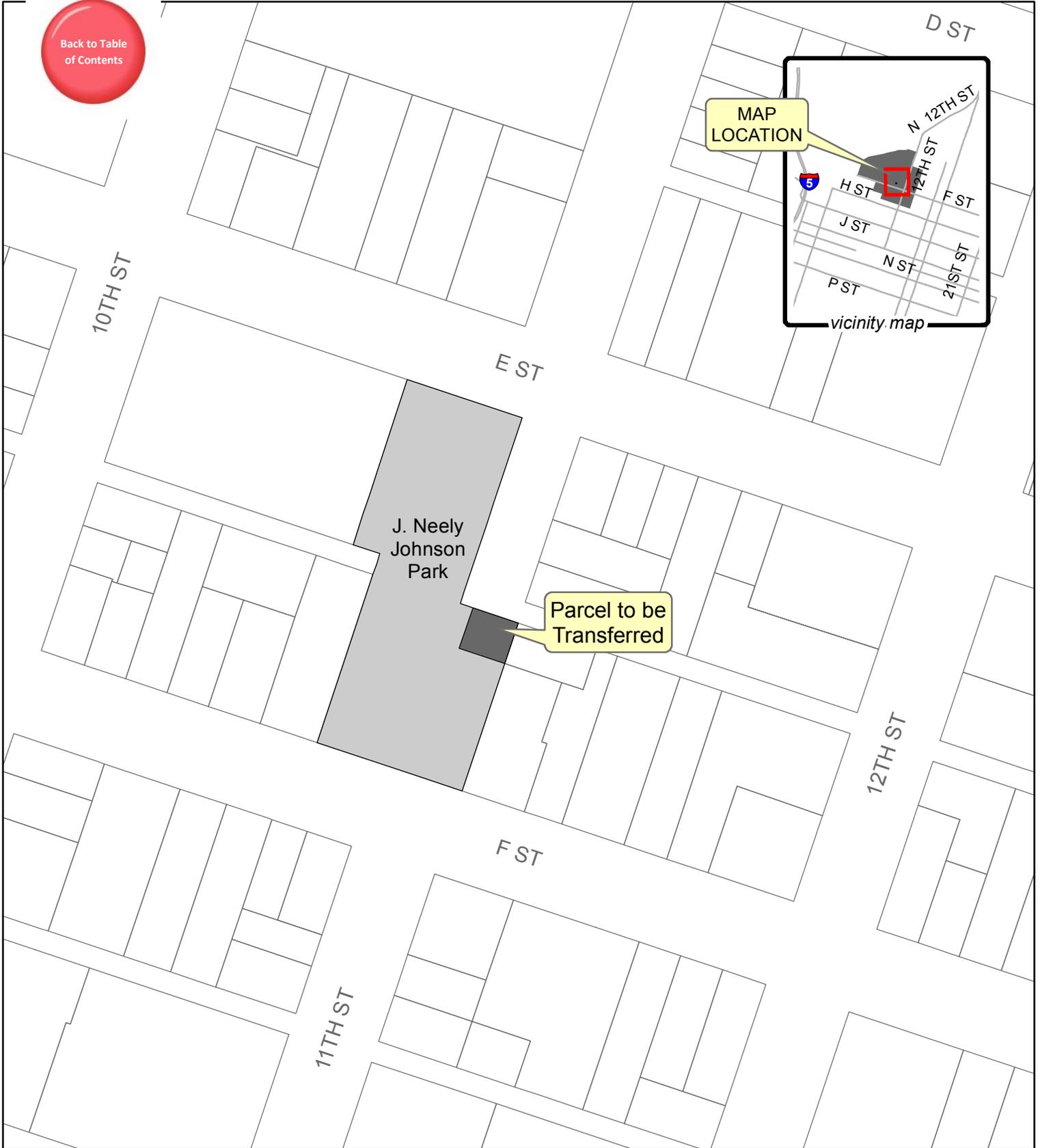


-  St Rose of Lima Park
-  Docks Riverfront Promenade/Pioneer Landing Park





J. Neely Johnson Park Property Transfer Alkali Flat Redevelopment Project Area



-  Parcel to be Transferred
-  J. Neely Johnson Park



SHRA GIS
May 5, 2016 of 109



RESOLUTION NO. 2011-

Adopted by the Sacramento City Council

on date of

AUTHORIZATION TO EXECUTE A TRANSFER AGREEMENT AND REGULATORY AGREEMENTS WITH THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO FOR TRANSFER OF REAL PROPERTY INCLUDING ST. ROSE OF LIMA PARK (0 AND 705 K STREET), A PORTION OF THE DOCKS RIVERFRONT PROMENADE/PIONEER LANDING PARK (0 FRONT STREET) AND A PORTION OF J. NEELY JOHNSON PARK (0 11TH STREET) FROM THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO TO THE CITY OF SACRAMENTO; AND MAKE RELATED FINDINGS

BACKGROUND

- A. The Redevelopment Agency of the City of Sacramento (“Agency”) has ownership interest in certain real property (“Property”), in two project areas, the Merged Downtown Redevelopment Project Area and the Alkali Flat Project Area. The properties are generally described as St. Rose of Lima Park, APNs: 006-0096-020 and 021, a portion of the Docks Riverfront Promenade/Pioneer Landing Park, APN: 006-0241-007 & 011, and a portion of J. Neely Johnson Park, APN: 002-0116-047.
- B. The City of Sacramento (“City”) currently operates and maintains St. Rose of Lima Park, Docks Riverfront Promenade/Pioneer Landing Park and J. Neely Johnson Park.
- C. The City desires to accept the transfer of Agency ownership interest in the Property and to utilize the property as city parks for the long term.
- D. On July 11, 2006, the Agency entered into a lease for a portion of St. Rose of Lima Park for 717 K Street Building Public Access and Outdoor Restaurant Seating with Sequoia Investments, L.P. On November 11, 2009, the Agency entered into a First Clarification and Technical Amendment to Patio Lease with Sequoia Investments, L.P.
- E. The City desires to accept the assignment of the lease for a portion of St. Rose of Lima Park for 717 K Street Building Public Access and Outdoor Restaurant Seating.
- F. The J. Neely Johnson Park property was purchased by the Agency with Community Development Block Grant funds in 1979 and Agency desires to transfer the property, which has no foreseeable use to the Agency, to the City

which has continuously operated and maintained the site as a park for approximately 30 years.

- G. Acceptance of the Agency interests by the City without a change to the existing condition or use of the Agency parcels does not constitute a “project” under California Environmental Quality Act (CEQA) requiring environmental review pursuant to Public Resources Code Section 21065.
- H. Because one parcel within J. Neely Johnson Park was purchased with federal Community Development Block Grant funds, environmental review under the National Environmental Quality Act (NEPA) is required for the transfer of this property only. The proposed action to transfer the J. Neely Johnson Park parcel from the Agency to the City is categorically excluded under NEPA per 24 CFR Part 58.35 (a)(5), which covers dispositions where the structure and/or land will be retained for the same use.
- I. Proper notice of the actions contained herein has been given and a public hearing has been held in accordance with Health and Safety Code Sections 33431 and 33433.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. All evidence presented, after a public hearing, having been duly considered, the findings, including environmental findings regarding this action as stated above, are approved.
- Section 2. The statements and findings of the Redevelopment Agency’s 33433 Reports are true and correct and are hereby adopted. The 33433 Reports are included as Exhibit A.
- Section 3. The Agency transfer of the J. Neely Johnson Park parcel (APN: 002-0116-047) from the Agency to the City is approved.
- Section 4. The City consents to the transfer of the following properties from the Agency: St. Rose of Lima Park (APN 006-0096-020 and 006-0096-021), Docks Riverfront Promenade/Pioneer Landing Park (APN: 006-0241-007 and 006-0241- 011).
- Section 5. The Interim City Manager, or his designee, is authorized to execute a Transfer Agreement and Regulatory Agreements (Exhibit B) with the Agency to accept the transfer of the following properties: St. Rose of Lima Park (APN 006-0096-020 and 006-0096-021), Docks Riverfront Promenade/Pioneer Landing Park (APN: 006-0241-007 and 006-0241-

011) and the J. Neely Johnson Park parcel (APN: 002-0116-047) and is authorized to carry out all activities reasonably necessary to accomplish this transfer of properties, including the execution and recordation of a Certificate of Acceptance.

Section 6. The Interim City Manager, or his designee, is authorized to execute an Assignment and Assumption Agreement (Exhibit C) assuming the rights and obligations of a landlord for the lease of a portion of St. Rose of Lima Park for 717 K Street Building Public Access and Outdoor Restaurant Seating dated July 11, 2006.

Attachments

Exhibit A – 33433 Reports

Exhibit B – Transfer Agreement and Regulatory Agreements

Exhibit C – Assignment and Assumption Agreement



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**SUMMARY REPORT PURSUANT TO SECTION 33433 OF
THE CALIFORNIA COMMUNITY REDEVELOPMENT LAW**

IN CONNECTION WITH A TRANSFER AGREEMENT

BY AND BETWEEN

**THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO
AND
THE CITY OF SACRAMENTO**

FOR ST. ROSE OF LIMA PARK (0 and 705 K Street)

May 9, 2011

SUMMARY REPORT PURSUANT TO SECTION 33433 OF THE CALIFORNIA COMMUNITY REDEVELOPMENT LAW IN CONNECTION WITH A TRANSFER AGREEMENT BY AND BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO AND THE CITY OF SACRAMENTO

I. INTRODUCTION

The California Health and Safety Code, Section 33433, requires that if a redevelopment agency wishes to sell or lease property to which it holds title and if that property was acquired in whole or in part with property tax increment funds, the agency must first secure approval of the proposed sale or lease agreement and a summary report that describes and contains specific financing elements of the proposed transaction shall be available for public inspection prior to the public hearing. As contained in the Code, the following information shall be included in the summary report:

1. The cost of the agreement to the redevelopment agency, including land acquisition costs, clearance costs, relocation costs, the costs of any improvements to be provided by the agency, plus the expected interest on any loans or bonds to finance the agreement;
2. The estimated value of the interest to be conveyed, determined by the highest and best use permitted under the redevelopment plan;
3. The estimated value of the interest to be conveyed in accordance with the uses, covenants, and development costs required under the proposed agreement with the Agency, i.e. the reuse value of the site;
4. An explanation of why the sale of the site will assist in the elimination of blight, as required by Section 33433; and
5. If the sale price is less than the fair market value of the interest to be conveyed, determined at the highest and best use consistent with the redevelopment plan, then the agency will provide as part of the summary an explanation of the reasons for the difference.

This report outlines the significant parts of the proposed Transfer Agreement (“Agreement”) by and between the Redevelopment Agency of the City of Sacramento (“Agency”) and City of Sacramento (“City”), in connection with the disposition of the Agency’s property located at 0 and 705 K Street in the City of Sacramento (“Site”) to the City. Pursuant to the Agreement, the Agency will transfer the property to the City at no cost. The purpose of this analysis is to determine the cost of the Agreement to the Agency.

This report is based upon information in the proposed Agreement and is organized into the following six sections:

1. **Summary of the Proposed Agreement** – This section includes a description of the site, the proposed development and the major responsibilities of the Agency and the City.
2. **Cost of the Agreement to the Agency** – This section outlines the cost of the Agreement to the Agency for costs associated with the Agreement between the City and the Agency.
3. **Estimated Value of the Interest to be Conveyed** – This section summarizes the value of the interests to be conveyed to the City.
4. **Consideration Received and Reasons Therefore** – This section describes the consideration to be paid by the City to the Agency. It also contains an analysis of the consideration and the fair market value at the highest and best use consistent with the redevelopment plan for the interests conveyed.
5. **Elimination of Blight** – This section includes an explanation of why the sale of the site will assist in the elimination of blight and the supporting facts and materials.
6. **Conformance with the Five-Year Implementation Plan** – This section describes how the Agreement is in conformance with the Agency’s Five-Year Implementation Plan.

II. SUMMARY OF THE PROPOSED AGREEMENT

A. *Description of the Site and Project*

Site/Location

The subject property is located at 0 and 705 K Street in the City of Sacramento and the County of Sacramento (APNs 006-0096-020 and 006-0096-021). It is located in the Merged Downtown Redevelopment Project Area. It is a .52± acre park located at the northeast corner of 7th and K streets in Downtown Sacramento. The site is zoned C-3 SPD, Central Business District. The City of Sacramento does not have a zoning specific to parks; however, the general plan allows such uses as plazas, courtyards and parks within the Central Business District. In the 2030 General Plan, the parcel is designated for use as Parks and Recreation space.

Background

The property was purchased by the Redevelopment Agency in September 1965 from the United States of America. The property was subsequently developed into St. Rose of Lima Park and has been operated as such by the City for

approximately forty (40) years. St. Rose of Lima Park is a small urban park located in a primarily commercial area, surrounded by office, retail and affordable housing. The park recently underwent a renovation that included the addition of a water feature, new lighting, street furnishings and paving. The St. Rose of Lima Park is also the home to the annual holiday ice skating rink which draws thousands to Downtown Sacramento each year.

The City of Sacramento

The former Post Office site was acquired by the Redevelopment Agency in 1965 and subsequently developed into a park in partnership with the City of Sacramento. The City of Sacramento has operated St. Rose of Lima Park as a City Park for approximately forty (40) years.

Project

The recommended transfer only changes the title in which the parcels are held. These transfers will not result in a change of use, operation or maintenance of the parcels.

III. COST OF THE AGREEMENT TO THE AGENCY

This section presents the total cost of the Agreement to the Agency, as well as the “net cost” of the project after consideration of the project revenues. The net cost can be either an actual cost, when expenditures exceed receipts, or a net gain, when revenues created by implementation of the Agreement exceed expenditures.

A. Estimated Costs to the Agency

The property was purchased by the Agency on September 15, 1965 from the United States of America. The Agency acquisition cost for the .52± acre parcel was \$232,500. The site was purchased with Project 3 (now a part of the Merged Downtown Redevelopment Project Area) Redevelopment Funds.

For the Agreement, the cost to the Agency is estimated to be:

Original Acquisition Price	\$ 232,500
Commissions	\$ -
Closing Costs	\$ -
Remediation Costs	\$
Financing Costs	\$ -
Improvement Costs (2009/2010 Park Renovation)	\$1,266,776
Other Costs	\$ -

Total	\$1,498,766
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B. Estimated Revenues to the Agency

Property

Pursuant to the terms of the Transfer Agreement, the Agency will not receive compensation from the City for the transfer of St. Rose of Lima Park.

IV. ESTIMATED VALUE OF THE INTEREST TO BE CONVEYED

The fair reuse value is a function of the use of the property given the property’s covenants, conditions, and easements as well as the restrictions placed on the property in the Agreement. The Agreement proposes a transfer of the properties to the City at no cost. The Agency is requiring the City to maintain the property in its current use as a park. The City has been operating and maintaining the park at the City’s expense for approximately forty years and will be required to do so after the transfer. Below is a list of additional considerations and restrictions placed on the subject property.

Regulatory Agreement

Buyer shall record a Regulatory Agreement under which the only approved use for the property is its current use, St. Rose of Lima Park.

Agreement and Covenant Not to Construct and for Fire Protection and Emergency Access

One of the two parcels that comprise the park, APN 006-0096-021, is subject to a recorded Covenant that restricts the development of any structures on the property in order to maintain fire protection and emergency access.

Assignment and Assumption of Lease

The City will be required to assume a Lease for a Portion of St. Rose of Lima Park for 717 K Street Building Public Access and Outdoor Restaurant Dining. The lease was executed in July 2006 with an initial 10 year term during which the tenant pays one dollar (\$1.00) per year and a second 10 year term during which the tenant will pay half of the market lease rates for restaurant space.

V. CONSIDERATION RECEIVED AND REASONS THEREFORE

The Agency has determined that the highest and best use of the subject property is a park. The St. Rose of Lima Park has been identified in the 2030 General Plan as park and recreation space and it serves as an important urban, infill park to the surrounding residents and commercial users. Because the highest and best use has been determined to be a park, and therefore the properties must remain as public park space the no cost transfer is not less than the consideration the Agency could receive under the highest and best use scenario.

VI. ELIMINATION OF BLIGHT

The proposed transfer as detailed in the Agreement will eliminate blight within the Merged Downtown Redevelopment Project Area by providing continued operation and maintenance of St. Rose of Lima Park. The proposed project furthers the goals of the Merged Downtown Redevelopment Area and its Five-Year Implementation Plan, as adopted, by assisting in the elimination of the blighting influences in an area plagued by high vacancy rates, deteriorating buildings and crime.

VII. CONFORMANCE WITH FIVE-YEAR IMPLEMENTATION PLAN

The transfer of St. Rose of Lima Park from the Agency to City supports the Merged Downtown Redevelopment Project Area Implementation goals of broadening the appeal of Downtown, creating a regional destination and emphasizing environmental character and public places. The transfers are also consistent with the Implementation Plan Redevelopment Strategies of creating places and destinations and making connections and places (downtown streets and open spaces).



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**SUMMARY REPORT PURSUANT TO SECTION 33433 OF
THE CALIFORNIA COMMUNITY REDEVELOPMENT LAW**

IN CONNECTION WITH A TRANSFER AGREEMENT

BY AND BETWEEN

**THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO
AND
THE CITY OF SACRAMENTO**

**FOR PARCEL AT 1703 FRONT STREET
(006-0241-007)**

MAY 15, 2011

SUMMARY REPORT PURSUANT TO SECTION 33433 OF THE CALIFORNIA COMMUNITY REDEVELOPMENT LAW IN CONNECTION WITH A TRANSFER AGREEMENT BY AND BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO AND THE CITY OF SACRAMENTO

I. INTRODUCTION

The California Health and Safety Code, Section 33433, requires that if a redevelopment agency wishes to sell or lease property to which it holds title and if that property was acquired in whole or in part with property tax increment funds, the agency must first secure approval of the proposed sale or lease agreement and a summary report that describes and contains specific financing elements of the proposed transaction shall be available for public inspection prior to the public hearing. As contained in the Code, the following information shall be included in the summary report:

1. The cost of the agreement to the redevelopment agency, including land acquisition costs, clearance costs, relocation costs, the costs of any improvements to be provided by the agency, plus the expected interest on any loans or bonds to finance the agreement;
2. The estimated value of the interest to be conveyed, determined by the highest and best use permitted under the redevelopment plan;
3. The estimated value of the interest to be conveyed in accordance with the uses, covenants, and development costs required under the proposed agreement with the Agency, i.e. the reuse value of the site;
4. An explanation of why the sale of the site will assist in the elimination of blight, as required by Section 33433; and
5. If the sale price is less than the fair market value of the interest to be conveyed, determined at the highest and best use consistent with the redevelopment plan, then the agency will provide as part of the summary an explanation of the reasons for the difference.

While this transaction does not include the sale or lease of property, this report outlines the significant parts of the proposed Transfer Agreement (“Agreement”) by and between the Redevelopment Agency of the City of Sacramento (“Agency) and City of Sacramento (“City”), who will operate and maintain the park facility known as the Docks Riverfront Promenade – Phase I and Pioneer Landing Park for property at 1703 Front Street in the City of Sacramento (“Site”). Pursuant to the Agreement, the Agency will transfer the park facility to the City of Sacramento now that the park facility has been constructed on the site.

This report is based upon information in the proposed Agreement and is organized into the following six sections:

- 1. Summary of the Proposed Agreement** – This section includes a description of the site, the proposed development and the major responsibilities of the Agency and the City.
- 2. Cost of the Agreement to the Agency** – This section outlines the costs associated with the Agreement between the City and the Agency.
- 3. Estimated Value of the Interest to be Conveyed** – This section summarizes the value of the interests to be conveyed to the City.
- 4. Consideration Received and Reasons Therefore** – This section describes the consideration for the transfer of the site from the Agency to the City and an analysis of the consideration and the fair market value at the highest and best use consistent with the redevelopment plan for the interests conveyed.
- 5. Elimination of Blight** – This section includes an explanation of why the sale of the site will assist in the elimination of blight and the supporting facts and materials.
- 6. Conformance with the Five-Year Implementation Plan** – This section describes how the Agreement is in conformance with the Agency’s Five-Year Implementation Plan.

II. SUMMARY OF THE PROPOSED AGREEMENT

A. *Description of the Site and Project*

Site/Location

The subject property is located at 1703 Front Street along the Sacramento River in the City of Sacramento and the County of Sacramento. It is located in the Docks area which is a portion of the Merged Downtown Redevelopment Project Area. Property to be transferred includes a 1.71 acre parcel. The parcel is currently zoned C-2, General Commercial Zone. This is a commercial zone designed primarily for a mixture of general retail uses, office, residential development and allows for open space and recreational facilities that support such uses.

In the 2030 General Plan, the parcel is designated Parks and Recreation. The Parks and Recreation classification primarily supports open space, the development of park facilities, and greenways and trails.

The subject property is immediately adjacent to the Docks Area redevelopment project site. After an extensive planning process to identify potential infill sites, and redevelop the urbanized area of Downtown and the Sacramento River, the City accepted the Sacramento Riverfront Master Plan (SRMP). The SRMP identified the Docks area as a major redevelopment opportunity site and emphasized the development of a high quality urban public space corridor along the Sacramento River between Tower Bridge and Miller Park. In an effort to reclaim Sacramento's riverfront, eliminate blight, convert a Brownfield and industrial site into a new, vibrant, mixed-use neighborhood along the river, the City adopted a Specific Plan in December 2009. The Specific Plan provides for the development of 1,000 residential units, 45,000 sq ft of commercial uses, 200,000 sq ft of office use and approximately 9 acres of park space. The Docks Riverfront Promenade Phase I is immediately adjacent to the Docks redevelopment site and is considered to be a catalyst project to the redevelopment of the Docks area.

In July 2008, the City Council approved a Master Plan for the Docks Area Riverfront Promenade. The Master Plan approved a project concept to create a riverfront promenade which would provide public access, create recreational facilities, provide an alternative mode of transportation to the future neighborhood along the Sacramento River from O Street to Miller Park and connect adjacent neighborhoods. The first phase of the Docks Promenade was built in 2009-2010, from O Street to R Street. It included the realignment of the California Railroad Museum rail line to make room for the promenade, the realignment of Front Street and the construction of a $\frac{3}{4}$ acre park called Pioneer Landing. The Promenade Phase I project was developed on three parcels (006-0241-007, 006-

0241-011 and 006-01810-004). The subject property of this report is 006-0241-007.

Site improvements include an approximately 20 foot wide paved promenade, railroad tracks that serve the California Railroad Museum Excursion Train (20 foot wide right of way), and landscaping beyond the rail line. The promenade includes benches, signage, trash receptacles, utilities, a drinking fountain, and lighting. Overlooks have been developed at the extension of the lettered streets at P and Q Streets and a partial overlook at R Street. A new $\frac{3}{4}$ acre park is at the south end of the site. The park includes a plaza focused around an art piece (cloud vessel). Walkways and landscaping surround the plaza. The river side bank is heavily vegetated and falls to the river's edge at a 15 to 20 foot slope.

Front Street provides street access along the east side of the site. Parking is available along a portion of the site and along other portions of Front Street.

The subject property is located on top of the levee system and gently slopes from north to south rising at the south end of the site. The site also slopes down to the east from the river to Front Street. The project site is narrow and elongated in shape.

Background

The Sacramento River was once the City's main source of transportation at the turn of the century and with the introduction of rail during the Gold Rush period, the Docks area became Sacramento's trade and industrial area. Barge and boat docks were located adjacent to this area. Board docks were located adjacent to this area to allow for boats to unload their freight. While docks no longer exist at the site, their industrial and railways uses remained. This portion of the riverfront housed industrial uses such as the manufacturing of milled wood, production of shipping boxes, flour milling, warehousing and soap manufacturing. A gas lamp fuel company was one of the uses that was located in the Docks area. As early as the 1920s, the use of the waterfront for industrial uses was intermittent and by the 1950s, the majority of facilities had been vacated leaving the area to deteriorate. Finally, the introduction of the I-5 freeway in the late 1960s brought the destruction of most of the old buildings along Front Street leaving the area with irregular lot sizes and underutilized industrial properties.

Property Information

Parcel number 006-0241-007 was purchased by the Redevelopment Agency on December 12, 1985 from Carson Development Company as part of a larger purchase. The total amount of property purchased at that time included three additional parcels to the south. The subject parcel is approximately 1.71 acres in size.

Transfer Agreement

Through this proposed Transfer Agreement (“Agreement”), the Agency intends to transfer the subject to the City of Sacramento, which will operate and maintain the newly constructed promenade and park facility.

B. Agency Responsibilities

Subject to the specific terms and conditions stated in the Agreement, the Agency’s responsibilities under the proposed Agreement are as follows:

1. Preliminary Title Reports: Agency will pay the cost of preliminary title reports.
2. Delivery of Site. Deliver the subject property in “as is” condition on an agreed upon date with no warranty, express or implied, by the Agency as to physical condition of the Site, including the presence of hazardous materials or hazardous waste.
3. Regulatory Agreement: Record a Regulatory Agreement specifying the requirements of the land to remain as a promenade and park facility in perpetuity and for future public access at the southern end of parcel 006-0241-007 .
4. Railroad Easement: Simultaneously record an easement to reflect the new alignment of the California Railroad Museum’s excursion train rail line.

C. City Responsibilities

Subject to the specific terms and conditions stated in the Agreement, the City’s responsibilities under the proposed Agreement are as follows:

1. Accept, Operate, and Maintain the Park and Promenade: Own, operate and maintain the park facility and promenade.
2. Boundary Line Agreement: Work with the Agency to complete a Boundary Line Agreement from said parcels to the south end of Miller Park to establish a boundary line between the State Lands interests, the City and Agency interests.
3. Closing costs. City will pay the cost of preparing the grant deed, escrow fees and recording fees, its respective notary fees and any state, county, or city documentary transfer tax.

III. COST OF THE AGREEMENT TO THE AGENCY

This section presents the total cost of the Agreement to the Agency, as well as the “net cost” of the project after consideration of the project revenues. The net cost can be either an actual cost, when expenditures exceed receipts, or a net gain, when revenues created by implementation of the Agreement exceed expenditures.

A. Estimated Costs to the Agency

The Site (006-0241-007) was purchased by the Agency on December 12, 1985 as part of a 4.3 acre purchase transaction. The Agency acquisition cost for the 4.3 acres was \$800,000, making the acquisition cost of parcel 006-0012-007 approximately \$328,000.

For the Agreement, the cost to the Agency is estimated to be:

Original Acquisition Price	\$ 328,000
Commissions	\$ -
Closing Costs	\$ -
Remediation Costs	\$
Financing Costs	\$ -
Improvement Costs (e.g. utilities or foundations added)	\$ 790,000
Other Costs	\$ -
Total	\$ 1,118,000

The improvements listed above include an estimated cost of the Agency’s expenditures for the improvements made to create a park and promenade on the site. The entire Docks Promenade Phase 1 project including development of the park cost approximately \$4.9 million. The City made major contributions to the park improvements by receiving a grant of \$1,500,000 and park development impact fees/Quimby fees of \$850,000 and \$100,000 to reconstruct Front Street. The balance of the costs were paid for by the Agency. The \$790,000 cost listed above is an estimated cost for promenade improvements based upon the amount of linear square footage in the subject parcel (approximately 920 linear feet). The improvements were made with the understanding that the park facility and promenade would be transferred to the City for future operation and maintenance.

B. Estimated Revenues to the Agency

The site includes a park/promenade development and as such would not generate additional revenue to the Agency. Therefore the “net cost” to the Agency is the cost reflected above.

IV. ESTIMATED VALUE OF THE INTEREST TO BE CONVEYED

The Agency has estimated the value of the interest being conveyed to the City if sold by the Agency at its highest and best use allowed under the Redevelopment Plan. The Site contains the following constraints.

Regulatory Agreement: The Agency will record a regulatory agreement on the parcel prior to transferring the site. This agreement requires that the parcel would remain as a park facility with public access until the expiration of the Merged Downtown Redevelopment Project Area.

Flood Control Easement: The Sacramento and San Joaquin Drainage District has an easement across the parcel to upgrade flood protection projects and to allow access to fight floods.

Railroad Easement: The Agency is conveying an easement to the Department of Parks and Recreation of the State of California to reconstruct, operate and maintain a railroad and any other appurtenances thereto. This easement will cross through the western third of the subject parcel 006-0241-007.

Levee System: Both parcels contain a portion of the City's levee system. While the Army Corp of Engineers, the Central Valley Flood Protection Board and the City of Sacramento approved the development of recreational facilities on top of the levee, no permanent buildings are allowed on the levee or adjacent to the levee tow.

The fair reuse value is a function of the use of the property given the property's conditions, restrictions and easements as well as the restriction placed on the property in this agreement. The size and configuration of the subject parcel made it unsuitable for residential development. As mentioned previously rail lines run through the center of the property providing limited usable space and the City levee system runs through the entire length of the property. Limited design options existed for any development on the site. The site is designated under the City's 2030 General Plan as Parks and Recreation. With all of the above listed restrictions and limitations, the property is considered to have nominal value.

Property and other Taxes

The City will be responsible for payment of property and other taxes and fees once the property transfers, which will benefit the various taxing entities.

Additional Fees:

The City will be responsible for payment of any utility fees or any fees related to the operation of the facility.

Ongoing Maintenance and Repair

The City will be responsible in perpetuity for the maintenance and repair of the Promenade facility and Park including the benches, lighting, landscaping, cloud vessel in the plaza, railing and all other appurtenant items associated with the park.

V. CONSIDERATION RECEIVED AND REASONS THEREFORE

The Agency and the City have determined that the highest and best use of the subject property is for a parks and recreational use. The value that the Agency will receive for the subject property releases the Agency of the responsibility of ongoing costs related to the maintenance and repair of the facilities. Estimated costs related to the maintenance and repair of the facility, utilities and taxes exceed \$20,000 year. The value of these costs exceed the value of the subject property with its related restrictions.

Furthermore, the property provided a catalyst to begin the redevelopment of the Docks Area. The construction of the Docks Riverfront Promenade – Phase I converted an underutilized industrial site into a park and plaza that will serve the commercial uses planned immediately adjacent to the park south of the subject property, will provide an alternative mode of transportation to the Docks area future residents and provide for a recreational facility in the Merged Downtown Redevelopment Project Area.

The Agency has determined that this Project as provided in the Agreement offers the best use for the Site and recommends transferring it to the City at no cost.

VI. ELIMINATION OF BLIGHT

The project as detailed in the Agreement will eliminate blight within the Merged Downtown Redevelopment District by providing a viable use for a underutilized previously industrial parcel with limited reuse potential. The proposed project furthers the goals of the District Redevelopment Area and its Five-Year Implementation Plan, as adopted, by eliminating environmental deficiencies including small and irregular lots; old obsolete, aged and deteriorated improvements, inadequate infrastructure and public improvements, and uneconomic land uses. The project assists in the elimination of the blighting influences by converting an underutilized industrial site with limited reuse potential by redeveloping it with a park facility, providing lighting and a call box to reduce illegal use of the area, and providing a catalyst project for the redevelopment of the Docks area. The park facility will help strengthen the economic viability of downtown retail by providing an additional park use that will bring people downtown and to Old Sacramento.

The Project will help to eliminate both physical and economic blight and help to meet two of the Agency's original Redevelopment Plan goals: (1) stimulate economic growth; and (2) enhance community facilities within the redevelopment project area.

VII. CONFORMANCE WITH FIVE-YEAR IMPLEMENTATION PLAN

The primary Five-Year Implementation Plan program objective for the Merged Downtown Redevelopment Project area is to eliminate conditions that negatively impact economic development of the community. To that end, the subject property and park facility meets the following implementation planning goals.

Elimination of Blight: Eliminates environmental deficiencies in the Project Area by eliminated obsolete, aged and deteriorated facilities, inadequate infrastructure and incompatible uneconomic land uses through the reuse of a deteriorated industrial site that had limited development potential into a park facility.

Stimulate Economic Growth: The Promenade and Park development is a catalyst to the redevelopment of the Docks area.

Broaden Appeal to Downtown: Provides an amenity that helps strengthens the economic viability of downtown and Old Sacramento by providing an amenity that attracts people to the waterfront and downtown.

Regional Destination: Strengthens the downtown as a regional destination by providing a regional recreational facility along the waterfront and a pedestrian and bicycle path that connects downtown to the waterfront and adjacent neighborhoods to the south, north and east.

Emphasize Environmental Character and Public Places: Enhances and expands Sacramento's downtown public spaces by providing a promenade and park along the Sacramento Riverfront. The Plaza within the park provides a venue that can be used for celebrations and gatherings.



City RESS File No.: ACQ-10-31-00, ACQ-11-07-00, ACQ-11-17-00
Project: St Rose, Johnson and Docks Riverfront Promenade
PN/WO.: 821052, 1967650, & 1973932
Parcel No.: 006-0096-020 & 021, 002-0116-047, 006-0241-007 & 011

AGREEMENT FOR TRANSFER OF REAL PROPERTY

This Agreement for Transfer of Real Property (“Agreement”) is effective as of _____, 2011, and is entered into by and between the Redevelopment Agency of the City of Sacramento, a public body, corporate and politic (“Grantor”), and the City of Sacramento, a municipal corporation (“Grantee” or “City”), each as their interest may appear.

RECITALS

- A. Grantor is the owner of that certain real property located in the City of Sacramento, County of Sacramento, State of California, legally described in Exhibit “A” (Deeds), attached hereto and made a part hereof, (“Property”).
- B. Grantor intends to transfer the Property to the City and the City intends to accept the Property from Grantor, pursuant to the terms and conditions set forth in this Agreement.
- C. The St. Rose of Lima Park parcel of the Property to be transferred has been continuously operated and maintained as a park by the City of Sacramento Department of Parks and Recreation for approximately forty (40) years.
- D. The parcel of the Property to be transferred, which is located adjacent to J. Neely Johnson Park has been included in that park and continuously operated and maintained as part of that park by the City of Sacramento Department of Parks and Recreation for approximately thirty (30) years.
- E. The parcel of the Property to be transferred located on the Sacramento Waterfront (“Docks Parcels”) was included in the construction of the Docks Riverfront Promenade as approved by Grantor and City resolutions numbered R2008-488 and 2009-059, respectively. Improvements were made by the City to this parcel of the Property to be transferred to the City and it is maintained and operated as a park by the City of Sacramento Department of Parks and Recreation.
- F. Grantor and City are currently negotiating a separate Boundary Line Agreement with the State Lands Commission pertaining to the Docks Parcels.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

AGREEMENT

1. Transfer of the Property.

1.1 Subject to the terms and conditions in this Agreement, Grantor agrees to transfer the Property to City and City agrees to accept the Property from Grantor.

1.2 Grantor shall transfer the Property to City at no cost.

1.3 Grantor shall transfer title to the Property to City via grant deeds and a quitclaim deed.

1.5 Grantor and City shall enter into Regulatory Agreements for St. Rose of Lima Park, J. Neely Johnson Park and Docks Riverfront Promenade Phase I/Pioneer Landing Park (“Docks Parcels”) Property Transfers that will be recorded concurrently with the Deeds, a copy which is attached as Exhibit “C” hereto and made a part hereof.

2. Escrow.

2.1 The transfer of the St. Rose of Lima Park parcels and J. Neely Johnson Park parcel of the Property to City shall be handled through Escrow. Escrow will be with First American Title Insurance Company, 1610 Arden Way, Suite 101, Sacramento, CA 95815, (916) 576-3141, Carolyn Hunt, Escrow Officer, Order Number 481109 and 481110 (hereafter referred to as the “Escrow Holder”).

2.2 This Agreement shall, to the extent possible, act as escrow instructions. The parties agree to execute all further escrow instructions required by Escrow Officer, which further instructions shall be consistent with this Agreement, and shall provide that as between the parties, the terms of this Agreement shall prevail if there is any inconsistency. “Close of Escrow” is defined to be the date of the recordation of the Deeds from Grantor to City, which shall occur **within forty-five (45) days** of the execution of this Agreement, or on such subsequent date mutually agreed to by the parties.

2.3 City shall be responsible for the payment of all closing costs, including, but not limited to documentary transfer taxes, title insurance premiums, escrow fees, and recording fees.

2.4 The Close of Escrow is conditioned on the Property being conveyed to City free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, assessments or other security interests of any kind, except: (a) easements or rights-of-way for public roads or public utilities, if any; and (b) items specifically identified in Exhibit B attached hereto, if any. For deeds of trust or similar security interests, in lieu of removal, Grantor may, if approved by City, obtain from each party holding the security interest, by a recordable written instrument, its consent to the terms hereof, and its agreement that its security interest is and shall be subordinate to the terms hereof, and that it is and shall be bound by the covenants and agreements made by Grantor herein.

2.5 The transfer of the Docks Parcels shall be handled by Grantor and City. City shall be responsible for recordation of the executed Deeds **within forty-five (45) days** of the execution of this Agreement, or on such subsequent date mutually agreed to by the parties.

2.6 Grantor warrants that there are no leases on the J. Neely Johnson Park parcel and the Docks Parcels of the Property to be transferred. There is currently a lease on the adjoining one of the two parcels comprising St. Rose of Lima Park, namely that parcel identified as APN 006-0096-021. Grantor will provide City with an estoppel certificate from the St. Rose tenant regarding the status of the lease.

2.7 City will obtain an ALTA/CLTA extended coverage owner's policy of title insurance insuring that clear title to the Property is vested in City upon recording of the Deeds. Furthermore, upon completion of the Boundary Line Agreement mentioned in Recital F, Grantor agrees to cooperate with City in clearing title exceptions pertaining to the Docks Parcels to obtain said policy of title insurance.

3. Due Diligence. City has completed appropriate due diligence of the Property to inspect physical or environmental conditions or aspects of the Property, or any other matter affecting City's decision to purchase the Property.

4. Grantor's Representations. Grantor makes the following representations and warranties:

4.1. Grantor certifies that it owns full legal title to the Property, and has full power and authority to convey all property rights described herein to City.

4.2. To the best of Grantor's knowledge there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property, or any portion thereof, or pending or threatened against Grantor which could (1) affect Grantor's title to the Property, or any portion thereof, or (2) subject an owner of the Property, or any portion thereof, to liability.

4.3. To the best of Grantor's knowledge there are no uncured notices which have been served upon Grantor from any governmental agency notifying Grantor of any violations of law, ordinance, rule or regulation which would affect the Property or any portion thereof.

4.4. Grantor has no knowledge of any violation of any such law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement arising out of Grantor's ownership or use of the Property, nor of any legal, administrative or other action or proceeding, pending or threatened, affecting the Property and relating to environmental compliance.

4.5. To the best of Grantor's knowledge there is no license, permit, option, right of first refusal or other agreement, written or oral, which affects the Property or any portion thereof.

4.6. To the best of Grantor's knowledge, conveyance of the property rights described herein will not constitute a breach or default under any agreement to which Grantor is bound and/or to which the Property is subject.

Each of the above warranties and representations is material and is relied upon by City. Each of the above representations shall be deemed to have been made as of the date that the Deeds are recorded, and shall survive the recording of the Deeds by a period of two years following the date that the Deeds are recorded. If, before the recording of the Deeds, Grantor discovers any information or facts that would materially change any of these warranties and representations, Grantor shall immediately give notice to City of such facts and information. If any of the foregoing warranties and representations cease to be true before the recording of the Deeds, Grantor shall be obligated to remedy the problem before the recording of the Deeds.

As used in this Agreement, the term "Hazardous Substances" means any substance, material, waste or other pollutant or contaminant that is or becomes designated, classified and/or regulated as hazardous or toxic under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. Any liability associated with the presence of any Hazardous Substances on or adjacent to any portion of the Property shall be governed by the provisions of section 5 below, regardless of whether any inspection, examination, sampling, testing, assessment or other investigation is conducted by City.

5. Indemnification.

Each party (hereafter the "Indemnifying Party") agrees and covenants to indemnify, defend (with counsel acceptable to the other party, which consent shall not be unreasonably withheld), and hold the other party, and its officers, employees and agents, harmless from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees, whether for outside or staff counsel), causes of action, claims, or judgments that arise by reason of any death, bodily injury, personal injury, property damage, or violation of any law or regulation resulting from any acts or omissions related to the performance of this Agreement or the occupancy or use of the Property (including, but not limited to, the use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about any portion of the Property), by the Indemnifying Party, its officers, employees, agents or any other person or entity employed by or acting on their behalf.

The parties further agree and understand as follows: a party does not, and shall not be deemed to, waive any rights against the other party which it may have by reason of the aforesaid indemnity and hold harmless agreement because of any insurance coverage available; the scope of the aforesaid indemnity and hold harmless agreement is to be construed broadly and liberally to provide the maximum coverage in accordance with its terms; no specific term or word contained in this Section 5 shall be construed as a limitation on the scope of the indemnification and defense rights and obligations of the parties unless specifically so provided. The provisions of this Section 5 shall survive the recording of any deeds hereunder.

6. Hold Harmless.

From the date of the transfer of the Property from Grantor to City, City shall defend, pay, indemnify and hold harmless Grantor, its officers, directors, officials, employees, agents, invitees, and volunteers, or any other person acting on behalf of Grantor, from all claims, suits, actions, damages, demands, costs or expenses of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including without limitation court costs and reasonable attorneys' fees, resulting from claims for damages, including but not limited to loss of life, bodily or personal injury or property damage and costs for investigation, evaluation and cleanup of Hazardous Substances arising directly or indirectly out of or from or on account of any occurrence or condition in, upon, at or from the Property subsequent to the date of the transfer of the Property from Grantor to City, except such loss or damage which was caused by the acts or omissions of Grantor.

Grantor shall defend, pay, indemnify and hold harmless City, its officers, directors, officials, employees, agents, invitees, and volunteers, or any other person acting on behalf of Grantee, from all claims, suits, actions, damages, demands, costs or expenses of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including without limitation court costs and reasonable attorneys' fees, resulting from claims for damages, including but not limited to loss of life, bodily or personal injury or property damage and costs for investigation, evaluation and cleanup of Hazardous Substances arising directly or indirectly out of or from or on account of any occurrence or condition in, upon, at or from the Property prior to the date of the transfer of the Property from Grantor to City, except such loss or damage which was caused by the acts or omissions of City.

7. Notices.

Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to the following address:

To City

Real Estate Services
City of Sacramento
5730 24th Street, Building 4
Sacramento, CA 95822
Attn: Supervisor, Real Estate Services Section

To Grantor

Sacramento Housing and Redevelopment Agency
801 12th Street
Sacramento, CA 95814
Attn: Legal Department

8. Amendment. This Agreement may be modified, changed, or rescinded only by an instrument in writing executed by the parties hereto.

9. Attorney Fees. Either party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and the prevailing party in such suit or proceeding
St. Rose of Lima Park, Waterfront Promenade, J. Neely Property Transfer

shall be entitled to recover from the other party reasonable costs and expenses, including attorney's fees.

10. Recording. Either party may record this Agreement in the Recorder's Office for Sacramento County.

11. Binding on Successors. This Agreement shall be binding on and shall inure to the benefit of the City and Grantor, and their respective successors, assigns, and their past, present and future officers, employees and agents; provided that this Agreement may only be assigned with the written consent of both parties, and any attempt to assign this Agreement without such consent shall be void.

12. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

13. Entire Agreement. The parties have herein set forth the whole of their Agreement. All prior oral discussions, representations, and/or agreements, if any, are specifically superseded by this Agreement, which is intended by the parties to contain all of the terms and conditions agreed to by them with regard to the transfer of the Property to City.

14. Authority. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

IN WITNESS WHEREOF, Grantor and City executed this Agreement on the date hereinabove first written.

Grantor:

**REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO,
a public body, corporate and politic**

By: _____
Print Name: La Shelle Dozier
Title: Executive Director

Dated: _____

Approved as to Form:

Agency Counsel

City:

CITY OF SACRAMENTO, a municipal corporation

By: _____
Print Name: _____
Title: _____
For William H. Edgar, Interim City Manager

Dated: _____

Approved as to Form:
By: _____
Deputy City Attorney

RECOMMENDED FOR APPROVAL:

By: _____
Supervisor, Real Estate Services Section

By: _____
Real Property Agent

ATTEST:
By: _____
City Clerk

Dated: _____

Exhibit "A"

Grant Deeds

RECORDING REQUESTED BY:
Redevelopment Agency of the City of Sacramento

When Recorded Mail Document To:
City of Sacramento
Real Estate Services
5730 24th Street, Bldg 4
Sacramento, CA 95822
Attn: Supervisor, Real Estate Services Section

Mail Tax Statement To:
City of Sacramento
915 "I" Street, 5th Floor
Sacramento, CA 95814
Attn: Finance Administration

APN: 006-0096-020-0000, 006-0096-021-0000 SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO FEE DOCUMENT – PER GOVERNMENT CODE 27383 – RECORDING FOR THE BENEFIT OF THE CITY OF SACRAMENTO

GRANT DEED

The undersigned grantor(s) declare(s): **R & T CODE 11922 – CONVEYANCE TO GOVERNMENT AGENCY**

Documentary transfer tax is \$0.00 City Transfer Tax: \$0.00
[] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at time of sale,
[] Unincorporated Area [**X**] City of Sacramento

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, A PUBLIC BODY, CORPORATE AND POLITIC

Hereby GRANTS to
CITY OF SACRAMENTO, a municipal corporation,
the following described real property in the City of Sacramento, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

DATED: _____

REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

By: _____
LA SHELLIE DOZIER
Executive Director

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Sacramento, County of Sacramento, State of California, described as follows:

LOTS 7 AND 8 IN THE BLOCK BOUNDED BY 7TH AND 8TH AND "J" AND "K", STREETS OF THE CITY OF SACRAMENTO ACCORDING TO THE MAP OF PLAN THEREOF.

EXCEPTING THEREFROM THE NORTH 20 FEET OF SAID LOTS 7 AND 8.

AND ALSO EXCEPTING THEREFROM ALL THAT PORTION OF SAID LOT 7 FRONTING 2 FEET ON THE NORTHERLY SIDE OF SAID "K" STREET AND EXTENDING OF THAT WIDTH NORTHWARDLY ALONG THE WESTERLY SIDE OF LOT 6 A DISTANCE OF 140 FEET, MORE OR LESS, TO CALIFORNIA STREET.

APN: 006-0096-020 and 006-0096-021

RECORDING REQUESTED BY:
Redevelopment Agency of the City of
Sacramento

When Recorded Mail Document To:
City of Sacramento
Real Estate Services
5730 24th Street, Bldg 4
Sacramento, CA 95822
Attn: Supervisor, Real Estate Services Section

Mail Tax Statement To:
City of Sacramento
915 "I" Street, 5th Floor
Sacramento, CA 95814
Attn: Finance Administration

APN: 002-0116-047

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO FEE DOCUMENT – PER GOVERNMENT CODE 27383 – RECORDING FOR THE BENEFIT OF CITY OF SACRAMENTO

GRANT DEED

The undersigned grantor(s) declare(s): **R & T CODE 11922 – CONVEYANCE TO GOVERNMENT AGENCY**

Documentary transfer tax is \$0.00 City Transfer Tax: \$0.00

[] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at time of sale,
[] Unincorporated Area [**X**] City of Sacramento

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, A PUBLIC BODY, CORPORATE AND POLITIC**

Hereby GRANTS to **CITY OF SACRAMENTO, a municipal corporation,**

the following described real property in the City of Sacramento, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

DATED: _____

REDEVELOPMENT AGENCY OF
THE CITY OF SACRAMENTO

By: _____
LA SHELLIE DOZIER
Executive Director

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Sacramento, County of Sacramento, State of California, described as follows:

ALL THAT PORTION OF THE EAST ONE-HALF OF 11TH STREET LYING BETWEEN THE WESTERLY PRODUCTION OF THE NORTHERLY AND SOUTHERLY LINES OF THE NORTH ONE-QUARTER OF LOT 8, IN THE BLOCK BOUNDED BY 11TH, 12TH, E AND F STREETS IN SAID CITY.

APN: 002-0116-047

RECORDING REQUESTED BY:
Redevelopment Agency of the City of
Sacramento

When Recorded Mail Document To:
City of Sacramento
Real Estate Services
5730 24th Street, Bldg 4
Sacramento, CA 95822
Attn: Supervisor, Real Estate Services Section

Mail Tax Statement To:
City of Sacramento
915 "I" Street, 5th Floor
Sacramento, CA 95814
Attn: Finance Administration

APN: 006-0241-007

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO FEE DOCUMENT – PER GOVERNMENT CODE 27383 – RECORDING FOR THE BENEFIT OF CITY OF SACRAMENTO

GRANT DEED

The undersigned grantor(s) declare(s): **R & T CODE 11922 – CONVEYANCE TO GOVERNMENT AGENCY**

Documentary transfer tax is \$0.00 City Transfer Tax: \$0.00

[] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at time of sale,
Unincorporated Area [**X**] City of Sacramento

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, A PUBLIC BODY, CORPORATE AND POLITIC

Hereby GRANTS to

CITY OF SACRAMENTO, a municipal corporation,

the following described real property in the City of Sacramento, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

DATED: _____

REDEVELOPMENT AGENCY OF
THE CITY OF SACRAMENTO

By: _____
LA SHELLIE DOZIER
Executive Director

EXHIBIT A

Beginning at a point formed by the intersection of the South line of "R" Street produced Westerly, with a line drawn parallel with and 80.00 feet Westerly of the Easterly line of Front Street of the City of Sacramento;

Thence from said point of beginning, Westerly, along the Westerly extension of the Southerly line of "R" Street to the center line of the Sacramento River;

Thence Northeasterly, along the center line of the Sacramento River to a point on the Westerly extension of the Northerly line of "Q" Street, said point being also the Southwest corner of the Parcel of land described in that deed to the City of Sacramento Recorded in Book 334 of Deeds at Page 130, Sacramento County Records;

Thence Southeasterly, along the Westerly extension of the Northerly line of "Q" Street, and along the Southerly line of that Parcel of land described in that Deed to the City of Sacramento Recorded in Book 334 of Deeds at Page 130, Sacramento County Records, to a point in a line drawn parallel with and 80.00 feet Westerly of the Easterly line of Front Street of the City of Sacramento.

Thence Southwesterly, along a line parallel with and 80.00 feet Westerly of the Easterly line of Front Street, to the point of beginning.

Excepting therefrom any portion thereof described in the Deed to the City of Sacramento, Recorded in Book 334 of Deeds at Page 130;

Further excepting therefrom all that portion thereof described in the Deed to the Southern Pacific Railroad Company, Recorded in Book 1394 of Official Records, at Page 258;

Further excepting therefrom all that portion thereof described in the Deed to the State of California, Recorded in book 690507 of Official Records, at Page 170;

Further excepting and Reserving therefrom all minerals, oil, gas and geothermal rights below a depth of 500 feet of said land, without the right of surface entry, as reserved in the Deed from the Western Pacific Railroad Company, a Delaware Corporation, Recorded December 21, 1979 in Book 7912-21, Page 1230, Official Records.

Further excepting therefrom all that portion of said land not included within the Parcel boundaries of the patent of the Rancho New Helvetia from the United States of America to John A. Sutter on June 20, 1866 the date of issuance of said patent, or is not alluvion which has accreted to said Rancho by natural causes.

Further excepting therefrom all that portion thereof described in the Deed to the State of California, Recorded in Book 710928 of Official Records, at Page 686;

Further excepting therefrom any portion of Parcel 2 as described in the Deed to the Redevelopment Agency of the City of Sacramento, Recorded in Book 851212 of Official Records, at Page 1095;

Assessor's Parcel No: 006-0241-007

RECORDING REQUESTED BY:
Redevelopment Agency of the City of
Sacramento

When Recorded Mail Document To:
City of Sacramento
Real Estate Services
5730 24th Street, Bldg 4
Sacramento, CA 95822
Attn: Supervisor, Real Estate Services Section

Mail Tax Statement To:
City of Sacramento
915 "I" Street, 5th Floor
Sacramento, CA 95814
Attn: Finance Administration

APN: 006-0241-011

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO FEE DOCUMENT – PER GOVERNMENT CODE 27383 – RECORDING FOR THE BENEFIT OF CITY OF SACRAMENTO

QUITCLAIM DEED

The undersigned grantor(s) declare(s): **R & T CODE 11922 – CONVEYANCE TO GOVERNMENT AGENCY**

Documentary transfer tax is \$0.00 City Transfer Tax: \$0.00

[] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at time of sale,
[] Unincorporated Area [**X**] City of Sacramento

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, A PUBLIC BODY, CORPORATE AND POLITIC

Hereby REMISE, RELEASE AND FOREVER QUITCLAIM to

CITY OF SACRAMENTO, a municipal corporation,

the following described real property in the City of Sacramento, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

DATED: _____

REDEVELOPMENT AGENCY OF
THE CITY OF SACRAMENTO

By: _____
LA SHELLIE DOZIER
Executive Director

EXHIBIT A

That portion of the City of Sacramento bounded as follows:

On the North by the Westerly prolongation of the Southerly line of "P" Street of the City of Sacramento; on the South by the Westerly prolongation of the Northerly line of "Q" Street of the City of Sacramento; on the East

by the Westerly line of Front Street of the City of Sacramento; and on the West by the ordinary high water line of the Sacramento River, as defined in that certain Stipulation of Judgment and Order (Docks), a certified copy of which was Recorded September 2, 1988, in Book 880902, Page 1001, of Official Records.

Excepting therefrom all that portion thereof described in the Grant Deed to the State of California, Recorded December 30, 1966, in Book 661230, Page 568, of Official Records.

Assessor's Parcel No: 006-0241-011

Exhibit “B”

Title exceptions that are acceptable to the City as shown in

First American Title Insurance Company order #NCS-481109-SAC4

Items 1-6 paid current

Items 7-11

First American Title Insurance Company order #NCS-481110-SAC4

Items 1-4 paid current

Items 5-10

Exhibit “C”

Regulatory Agreements

NO FEE DOCUMENT:

Entitled to free recording
per Government Code 27383.

When recorded, return to:

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY
801 12th Street
Sacramento, CA 95814

**REGULATORY AGREEMENT
FOR NON-RESIDENTIAL DEVELOPMENT
INCLUDING COVENANTS, CONDITIONS AND RESTRICTIONS RUNNING WITH THE LAND**

PROJECT NAME:	St. Rose of Lima Park Property Transfer
PROJECT ADDRESS:	705 K Street, Sacramento, CA
PROJECT APN:	006-0096-020 & 006-0096-021
IPA #	N/A
EFFECTIVE DATE:	

NOTICE: THIS REGULATORY AGREEMENT IMPOSES COVENANTS, CONDITIONS AND RESTRICTIONS ON THE PROPERTY WHICH STAY WITH THE PROPERTY FOR MANY YEARS, INCLUDING RESTRICTIONS ON THE USE OF THE PROPERTY.

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS ACKNOWLEDGED, AGENCY AND OWNER HAVE ENTERED THIS REGULATORY AGREEMENT AS OF THE EFFECTIVE DATE.

- 1. GENERAL.** This Regulatory Agreement includes the Exhibits listed below, which are attached to and incorporated in this Regulatory Agreement by this reference.
- 2. DEFINITIONS.** The capitalized terms in this Regulatory Agreement shall have the meanings assigned in the following definitions table and in the body of the Regulatory Agreement. (Terms being defined are indicated by quotation marks.)

TERM	DEFINITION	
“Effective Date”	This Regulatory Agreement shall be effective as of the foregoing date	
“Agency”	The Redevelopment Agency of the City of Sacramento	
	The Agency is a public body, corporate and politic	
“Owner”	City of Sacramento	
“Agency Address”	Agency’s business address is 801 12 th Street, Sacramento, California 95814	
“Owner Address”	Owner’s business address is as follows:	915 I Street, 5th Floor, Sacramento, CA 95814
“Jurisdiction”	City of Sacramento	
“Property”	That certain real property which is subject to this Regulatory Agreement as further described in the legal description, attached as Exhibit A – Legal Description of the Property .	
“Funding”	Not applicable	Dated: N/A

Agreement”		
“Agency Funding”	Tax increment	
“Funding Requirements”	N/A	
“Term”	The Term of each of the respective covenants, conditions and restrictions contained in this Regulatory Agreement is the term stated in Section 6 below.	
“Special Provisions”	None	
“Approved Use”	Owner shall assure that the property is used only for the following Approved Uses:	
	The current use for the property as St. Rose of Lima Park and any use as allowed under the Merged Downtown Redevelopment Plan in effect at the time of any change in use, sale or transfer.	

3. **REPRESENTATIONS.** Agency has provided good and valuable consideration. The funds used by Agency to acquire the Property are funds from public funding sources administered by Agency and their use is subject to certain requirements some of which are embodied in this Regulatory Agreement. Agency has undertaken its obligations conditioned upon Owner’s agreement, for itself and its successors and assigns, to comply with all provisions of this Regulatory Agreement. Owner has had full opportunity to make itself independently familiar with such limitations and restrictions, and Owner accepts them and agrees to comply fully with them.

4. **COVENANTS.** . Unless Owner has received the prior written consent of Agency otherwise, Owner shall fully comply with each and every covenant contained herein.

5. **NATURE OF COVENANTS.** The provisions contained in this Regulatory Agreement are covenants that subject and burden the Property, as covenants running with the land. It is intended and agreed that the agreements and covenants provided in the Agreement shall be covenants running with the land and equitable servitudes on the land and that they shall, in any event, and without regard to technical classifications or designation, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Agency, the Agency's successors and assigns, any other governmental entity acting within its authority and any successor in interest to Agency's interest under this Regulatory Agreement against the Owner, its successors and assigns and every successor in interest to all or any part of the Property.

6. **TERM.** The term of this Regulatory Agreement shall commence on the Effective Date and continue until the expiration of the Merged Downtown Redevelopment Plan.

7. **BINDING SUCCESSORS IN INTEREST.** This Regulatory Agreement shall bind and the benefits shall inure to the Owner, its successors in interest and assigns, and to the Agency and its successors for the term of this Regulatory Agreement.

8. **CONTRADICTORY AGREEMENTS.** Owner warrants that it has not, and will not, execute any other agreement with provisions in contradiction or opposition to the provisions of this Regulatory Agreement, and that, in any event, the requirements of this Regulatory Agreement are paramount and controlling as to the rights and obligations stated and supersede any other requirements in conflict with this Regulatory Agreement.

9. **NOTICES.** Written notices and other written communications by and between the parties shall be addressed to the Owner at the Owner Address and to the Agency at the Agency Address or such other address as each respective party has designated by written notice to the other party.

THE PARTIES HAVE EXECUTED THIS REGULATORY AGREEMENT in Sacramento, California as of the date first written above.

OWNER : CITY OF SACRAMENTO

AGENCY: REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

By: _____
Print Name: _____
Title: _____
For William H. Edgar, Interim City Manager

By: _____
La Shelle Dozier
Executive Director

Approved as to form:

Approved as to form:

City Attorney

Agency Counsel

Attest:

City Clerk

Dated

[NOTARIZED ACKNOWLEDGEMENTS]

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Sacramento, County of Sacramento, State of California, described as follows:

LOTS 7 AND 8 IN THE BLOCK BOUNDED BY 7TH AND 8TH AND "J" AND "K", STREETS OF THE CITY OF SACRAMENTO ACCORDING TO THE MAP OF PLAN THEREOF.

EXCEPTING THEREFROM THE NORTH 20 FEET OF SAID LOTS 7 AND 8.

AND ALSO EXCEPTING THEREFROM ALL THAT PORTION OF SAID LOT 7 FRONTING 2 FEET ON THE NORTHERLY SIDE OF SAID "K" STREET AND EXTENDING OF THAT WIDTH NORTHWARDLY ALONG THE WESTERLY SIDE OF LOT 6 A DISTANCE OF 140 FEET, MORE OR LESS, TO CALIFORNIA STREET.

APN: 006-0096-020 and 006-0096-021

NO FEE DOCUMENT:

Entitled to free recording
per Government Code 27383.
When recorded, return to:
SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY
801 12th Street
Sacramento, CA 95814

**REGULATORY AGREEMENT
FOR NON-RESIDENTIAL DEVELOPMENT
INCLUDING COVENANTS, CONDITIONS AND RESTRICTIONS RUNNING WITH THE LAND**

PROJECT NAME:	The Docks Riverfront Promenade/Pioneer Landing Park (“Docks”) Property Transfer
PROJECT ADDRESS:	0 Front Street, Sacramento, CA
PROJECT APN:	006-0241-007 & 006-0241-011
IPA #	N/A
EFFECTIVE DATE:	

NOTICE: THIS REGULATORY AGREEMENT IMPOSES COVENANTS, CONDITIONS AND RESTRICTIONS ON THE PROPERTY WHICH STAY WITH THE PROPERTY FOR MANY YEARS, INCLUDING RESTRICTIONS ON THE USE OF THE PROPERTY.

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS ACKNOWLEDGED, AGENCY AND OWNER HAVE ENTERED THIS REGULATORY AGREEMENT AS OF THE EFFECTIVE DATE.

- 1. GENERAL.** This Regulatory Agreement includes the Exhibits listed below, which are attached to and incorporated in this Regulatory Agreement by this reference.
- 2. DEFINITIONS.** The capitalized terms in this Regulatory Agreement shall have the meanings assigned in the following definitions table and in the body of the Regulatory Agreement. (Terms being defined are indicated by quotation marks.)

TERM	DEFINITION	
“Effective Date”	This Regulatory Agreement shall be effective as of the foregoing date.	
“Agency”	The Redevelopment Agency of the City of Sacramento	
	A public body, corporate and politic	
“Owner”	City of Sacramento	
“Agency Address”	Agency’s business address is 801 12 th Street, Sacramento, California 95814	
“Owner Address”	Owner’s business address is as follows:	915 I Street, 5th Floor, Sacramento, CA 95814
“Jurisdiction”	City of Sacramento	
“Property”	That certain real property which is subject to this Regulatory Agreement as further described in the legal description, attached as Exhibit A – Legal Description of the Property.	
“Funding Agreement”	Not applicable	
		Dated:
“Agency Funding”	Tax Increment	

“Funding Requirements”	N/A
“Term”	The Term of each of the respective covenants, conditions and restrictions contained in this Regulatory Agreement is the term stated in Section 6 below.
“Special Provisions”	1. None.
“Approved Use”	Owner shall assure that the property is used only for the following Approved Uses:
	The current use for the property as the Docks Riverfront Promenade/Pioneer Landing Park and any use as allowed under the Merged Downtown Redevelopment Plan in effect at the time of any change in use, sale or transfer.

3. **REPRESENTATIONS.** Agency has provided good and valuable consideration. The funds used by Agency to acquire the Property are funds from public funding sources administered by Agency and their use is subject to certain requirements some of which are embodied in this Regulatory Agreement. Agency has undertaken its obligations conditioned upon Owner’s agreement, for itself and its successors and assigns, to comply with all provisions of this Regulatory Agreement. Owner has had full opportunity to make itself independently familiar with such limitations and restrictions, and Owner accepts them and agrees to comply fully with them.

4. **COVENANTS.** Unless Owner has received the prior written consent of Agency otherwise, Owner shall fully comply with each and every covenant contained herein.

5. **NATURE OF COVENANTS.** The provisions contained in this Regulatory Agreement are covenants that subject and burden the Property, as covenants running with the land. It is intended and agreed that the agreements and covenants provided in the Agreement shall be covenants running with the land and equitable servitudes on the land and that they shall, in any event, and without regard to technical classifications or designation, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Agency, the Agency's successors and assigns, any other governmental entity acting within its authority and any successor in interest to Agency's interest under this Regulatory Agreement against the Owner, its successors and assigns and every successor in interest to all or any part of the Property.

6. **TERM.** The term of this Regulatory Agreement shall commence on the Effective Date and continue until the expiration of the Merged Downtown Redevelopment Plan.

7. **BINDING SUCCESSORS IN INTEREST.** This Regulatory Agreement shall bind and the benefits shall inure to the Owner, its successors in interest and assigns, and to the Agency and its successors for the term of this Regulatory Agreement.

8. **CONTRADICTORY AGREEMENTS.** Owner warrants that it has not, and will not, execute any other agreement with provisions in contradiction or opposition to the provisions of this Regulatory Agreement, and that, in any event, the requirements of this Regulatory Agreement are paramount and controlling as to the rights and obligations stated and supersede any other requirements in conflict with this Regulatory Agreement.

9. **NOTICES.** Written notices and other written communications by and between the parties shall be addressed to the Owner at the Owner Address and to the Agency at the Agency Address or such other address as each respective party has designated by written notice to the other party.

THE PARTIES HAVE EXECUTED THIS REGULATORY AGREEMENT in Sacramento, California as of the date first written above.

OWNER : CITY OF SACRAMENTO

AGENCY: THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

By: _____
Print Name: _____
Title: _____
For William H. Edgar, Interim City Manager

By: _____
La Shelle Dozier
Executive Director

Approved as to form:

Approved as to form:

City Attorney

Agency Counsel

Attest:

City Clerk

Dated

[NOTARIZED ACKNOWLEDGEMENTS]

EXHIBIT A
Legal Description

Beginning at a point formed by the intersection of the South line of "R" Street produced Westerly, with a line drawn parallel with and 80.00 feet Westerly of the Easterly line of Front Street of the City of Sacramento;

Thence from said point of beginning, Westerly, along the Westerly extension of the Southerly line of "R" Street to the center line of the Sacramento River;

Thence Northeasterly, along the center line of the Sacramento River to a point on the Westerly extension of the Northerly line of "Q" Street, said point being also the Southwest corner of the Parcel of land described in that deed to the City of Sacramento Recorded in Book 334 of Deeds at Page 130, Sacramento County Records;

Thence Southeasterly, along the Westerly extension of the Northerly line of "Q" Street, and along the Southerly line of that Parcel of land described in that Deed to the City of Sacramento Recorded in Book 334 of Deeds at Page 130, Sacramento County Records, to a point in a line drawn parallel with and 80.00 feet Westerly of the Easterly line of Front Street of the City of Sacramento.

Thence Southwesterly, along a line parallel with and 80.00 feet Westerly of the Easterly line of Front Street, to the point of beginning.

Excepting therefrom any portion thereof described in the Deed to the City of Sacramento, Recorded in Book 334 of Deeds at Page 130;

Further excepting therefrom all that portion thereof described in the Deed to the Southern Pacific Railroad Company, Recorded in Book 1394 of Official Records, at Page 258;

Further excepting therefrom all that portion thereof described in the Deed to the State of California, Recorded in book 690507 of Official Records, at Page 170;

Further excepting and Reserving therefrom all minerals, oil, gas and geothermal rights below a depth of 500 feet of said land, without the right of surface entry, as reserved in the Deed from the Western Pacific Railroad Company, a Delaware Corporation, Recorded December 21, 1979 in Book 7912-21, Page 1230, Official Records.

Further excepting therefrom all that portion of said land not included within the Parcel boundaries of the patent of the Rancho New Helvetia from the United States of America to John A. Sutter on June 20, 1866 the date of issuance of said patent, or is not alluvion which has accreted to said Rancho by natural causes.

Further excepting therefrom all that portion thereof described in the Deed to the State of California, Recorded in Book 710928 of Official Records, at Page 686;

Further excepting therefrom any portion of Parcel 2 as described in the Deed to the Redevelopment Agency of the City of Sacramento, Recorded in Book 851212 of Official Records, at Page 1095;

Assessor's Parcel No: 006-0241-007

That portion of the City of Sacramento bounded as follows:

On the North by the Westerly prolongation of the Southerly line of "P" Street of the City of Sacramento; on the South by the Westerly prolongation of the Northerly line of "Q" Street of the City of Sacramento; on the East

by the Westerly line of Front Street of the City of Sacramento; and on the West by the ordinary high water line of the Sacramento River, as defined in that certain Stipulation of Judgment and Order (Docks), a certified copy of which was Recorded September 2, 1988, in Book 880902, Page 1001, of Official Records.

Excepting therefrom all that portion thereof described in the Grant Deed to the State of California, Recorded December 30, 1966, in Book 661230, Page 568, of Official Records.

Assessor's Parcel No: 006-0241-011

NO FEE DOCUMENT:

Entitled to free recording
per Government Code 27383.
When recorded, return to:
SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY
801 12th Street
Sacramento, CA 95814

**REGULATORY AGREEMENT
FOR NON-RESIDENTIAL DEVELOPMENT
INCLUDING COVENANTS, CONDITIONS AND RESTRICTIONS RUNNING WITH THE LAND**

PROJECT NAME:	J. Neely Johnson Property Transfer
PROJECT ADDRESS:	0 11 th Street, Sacramento, CA
PROJECT APN:	002-0116-047
IPA #	N/A
EFFECTIVE DATE:	

NOTICE: THIS REGULATORY AGREEMENT IMPOSES COVENANTS, CONDITIONS AND RESTRICTIONS ON THE PROPERTY WHICH STAY WITH THE PROPERTY FOR MANY YEARS, INCLUDING RESTRICTIONS ON THE USE OF THE PROPERTY.

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS ACKNOWLEDGED, AGENCY AND OWNER HAVE ENTERED THIS REGULATORY AGREEMENT AS OF THE EFFECTIVE DATE.

- 1. GENERAL.** This Regulatory Agreement includes the Exhibits listed below, which are attached to and incorporated in this Regulatory Agreement by this reference.
- 2. DEFINITIONS.** The capitalized terms in this Regulatory Agreement shall have the meanings assigned in the following definitions table and in the body of the Regulatory Agreement. (Terms being defined are indicated by quotation marks.)

TERM	DEFINITION	
“Effective Date”	This Regulatory Agreement shall be effective as of the foregoing date:	
“Agency”	The Redevelopment Agency of the City of Sacramento	
	A public body, corporate and politic	
“Owner” and “Developer”	City of Sacramento	
“Agency Address”	Agency’s business address is 801 12 th Street, Sacramento, California 95814	
“Owner Address”	Owner’s business address is as follows:	915 I Street, 5th Floor, Sacramento, CA 95814
“Jurisdiction”	City of Sacramento	
“Property”	That certain real property which is subject to this Regulatory Agreement as further described in the legal description, attached as Exhibit A – Legal Description of the Property.	
“Funding Agreement”	Not applicable	
		Dated:
“Agency Funding”	Community Development Block Grant	

“Funding Requirements”	N/A
“Term”	The Term of each of the respective covenants, conditions and restrictions contained in this Regulatory Agreement is the term stated in Section 6 below.
“Special Provisions”	1. Revenue generated by any sale of a portion or all of the Property shall be treated as program income subject to all then applicable program requirements governing use of Community Development Block Grant (“CDBG”) funds. Revenue generated by any sale of a portion or all of the Property shall be treated as program income subject to all program requirements governing use of CDBG funds. In the event of the termination of the CDBG program, such revenue shall be returned to Agency.
“Approved Use”	Owner shall assure that the property is used only for the following Approved Uses: The current use for the property as J. Neely Johnson Park and any use eligible under CDBG.

3. **REPRESENTATIONS.** Agency has provided good and valuable consideration. The funds used by Agency to acquire the Property are funds from public funding sources administered by Agency and their use is subject to certain requirements some of which are embodied in this Regulatory Agreement. Agency has undertaken its obligations conditioned upon Owner’s agreement, for itself and its successors and assigns, to comply with all provisions of this Regulatory Agreement. Owner has had full opportunity to make itself independently familiar with such limitations and restrictions, and Owner accepts them and agrees to comply fully with them.

4. **COVENANTS.** Unless Owner has received the prior written consent of Agency otherwise, Owner shall fully comply with each and every covenant contained herein.

5. **NATURE OF COVENANTS.** The provisions contained in this Regulatory Agreement are covenants that subject and burden the Property, as covenants running with the land. It is intended and agreed that the agreements and covenants provided in the Agreement shall be covenants running with the land and equitable servitudes on the land and that they shall, in any event, and without regard to technical classifications or designation, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Agency, the Agency's successors and assigns, any other governmental entity acting within its authority and any successor in interest to Agency's interest under this Regulatory Agreement against the Owner, its successors and assigns and every successor in interest to all or any part of the Property.

1. **TERM.** The term of this Regulatory Agreement shall commence on the Effective Date and continue pursuant to applicable CDBG regulations. .

2. **BINDING SUCCESSORS IN INTEREST.** This Regulatory Agreement shall bind and the benefits shall inure to the Owner, its successors in interest and assigns, and to the Agency and its successors for the term of this Regulatory Agreement.

3. **CONTRADICTORY AGREEMENTS.** Owner warrants that it has not, and will not, execute any other agreement with provisions in contradiction or opposition to the provisions of this Regulatory Agreement, and that, in any event, the requirements of this Regulatory Agreement are paramount and controlling as to the rights and obligations stated and supersede any other requirements in conflict with this Regulatory Agreement.

4. **NOTICES.** Written notices and other written communications by and between the parties shall be addressed to the Owner at the Owner Address and to the Agency at the Agency Address or such other address as each respective party has designated by written notice to the other party.

THE PARTIES HAVE EXECUTED THIS REGULATORY AGREEMENT in Sacramento, California as of the date first written above.

OWNER : CITY OF SACRAMENTO

AGENCY: THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

By: _____
Print Name: _____
Title: _____
For William H. Edgar, Interim City Manager

By: _____
La Shelle Dozier
Executive Director

Approved as to form:

Approved as to form:

City Attorney

Agency Counsel

Attest:

City Clerk

Dated

[NOTARIZED ACKNOWLEDGEMENTS]

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Sacramento, County of Sacramento, State of California, described as follows:

ALL THAT PORTION OF THE EAST ONE-HALF OF 11TH STREET LYING BETWEEN THE WESTERLY PRODUCTION OF THE NORTHERLY AND SOUTHERLY LINES OF THE NORTH ONE-QUARTER OF LOT 8, IN THE BLOCK BOUNDED BY 11TH, 12TH, E AND F STREETS IN SAID CITY.

APN: 002-0116-047



ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE is made as of the _____ day of _____, 2011, between **REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO** (“Assignor”), and **CITY OF SACRAMENTO** (“Assignee”).

Recitals

A. Assignor is the owner of certain real property more particularly described in Exhibit “A” attached hereto. The property is commonly known as St. Rose of Lima Park and is located at 705 K Street, Sacramento, California. Portions of the property are leased to **SEQUOIA INVESTMENTS, L.P.**, pursuant to a Lease dated **July 11, 2006**, and as amended **November 11, 2009**, (“Lease”). A copy of the Lease has been delivered to Assignee and Assignee is familiar with the terms thereof.

B. Concurrent herewith, Assignor is transferring the real property to Assignee. In connection with the transfer, Assignor desires to assign the Lease and all rights there under to Assignee and Assignee desires to assume Assignor’s obligations there under.

Agreement

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the parties hereby agree as follows:

1. **Assignment and Assumption of Lease**. Effective as of the transfer of the property, Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in and to the Lease and Assignee agrees to assume and be bound by all of the obligations of the lessor there under. Assignee agrees to indemnify, defend and hold Assignor harmless from any failure by Assignee to perform its obligations under the Lease from and after the effective date of this assignment and Assignor agrees to indemnify, defend and hold Assignee harmless from any failure by Assignor to perform its obligations under the Lease prior to the effective date of this assignment.

2. **Governing Law**. This agreement shall be governed by the laws of the State of California.

3. **Counterparts**. This assignment may be executed in two or more counterparts and by facsimile by the parties and will become effective and binding upon the parties at such time as all of the signatories hereto have signed a counterpart of this assignment. All counterparts so executed shall constitute one agreement

binding on all parties to this Assignment, notwithstanding that all parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the date and year first-above written.

ASSIGNEE: CITY OF SACRAMENTO By: _____ William J. Edgar, Interim City Manager	ASSIGNOR: REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO By: _____ La Shelle Dozier Executive Director
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EXHIBIT A

Real property in the City of Sacramento, County of Sacramento, State of California, described as follows:

LOTS 7 AND 8 IN THE BLOCK BOUNDED BY 7TH AND 8TH AND "J" AND "K", STREETS OF THE CITY OF SACRAMENTO ACCORDING TO THE MAP OF PLAN THEREOF.

EXCEPTING THEREFROM THE NORTH 20 FEET OF SAID LOTS 7 AND 8.

AND ALSO EXCEPTING THEREFROM ALL THAT PORTION OF SAID LOT 7 FRONTING 2 FEET ON THE NORTHERLY SIDE OF SAID "K" STREET AND EXTENDING OF THAT WIDTH NORTHWARDLY ALONG THE WESTERLY SIDE OF LOT 6 A DISTANCE OF 140 FEET, MORE OR LESS, TO CALIFORNIA STREET.

APN: 006-0096-020 and 006-0096-021



RESOLUTION NO. 2011-

Adopted by the Redevelopment Agency of the City of Sacramento

on date of

AUTHORIZATION TO EXECUTE A TRANSFER AGREEMENT AND REGULATORY AGREEMENTS WITH THE CITY OF SACRAMENTO FOR TRANSFER OF REAL PROPERTY INCLUDING ST. ROSE OF LIMA PARK (0 AND 705 K STREET), A PORTION OF THE DOCKS RIVERFRONT PROMENADE/PIONEER LANDING PARK (0 FRONT STREET) AND A PORTION OF J. NEELY JOHNSON PARK (0 11TH STREET) FROM THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO TO THE CITY OF SACRAMENTO; AND MAKE RELATED FINDINGS

BACKGROUND

- A. The Redevelopment Agency of the City of Sacramento (“Agency”) has adopted the Merged Downtown Redevelopment Plan and Alkali Flat Redevelopment Area Plan (“Redevelopment Plans”) and Implementation Plans for the Merged Downtown Project Area and Alkali Flat Project Area (“Implementation Plans”).
- B. The Agency has ownership interest in certain real property (“Property”) in the Project Area. The properties are generally described as St. Rose of Lima Park, (APN 006-0096-020 and 006-0096-021), Docks Riverfront Promenade/Pioneer Landing Park (APN 006-0241-007 and 006-0241-011) and J. Neely Johnson Park, (APN 002-0116-047).
- C. The St. Rose of Lima Park is comprised of two parcels, which were purchased with tax increment funds and have been continuously operated and maintained as a park by the City of Sacramento (“City”) Department of Parks and Recreation for approximately forty (40) years and the Agency desires to transfer the parcels to the City for continued use as a park.
- D. On July 11, 2006, the Agency entered into a lease for a portion of St. Rose of Lima Park for 717 K Street Building Public Access and Outdoor Restaurant Seating with Sequoia Investments, L.P. and on November 11, 2009, the Agency entered into a First Clarification and Technical Amendment to Patio Lease with Sequoia Investments, L.P.
- E. The Agency desires to transfer its interest in the lease to the City.
- F. The Docks Riverfront Promenade/Pioneer Landing Park includes two parcels, which were purchased with tax increment funds, on the Sacramento Waterfront and were included in the construction of the Docks Riverfront Promenade as approved by Grantor and City resolutions numbered R2008-488 and 2009-059,

respectively. Improvements were made by the City to these parcels and they are maintained and operated as a park by the City of Sacramento Department of Parks and Recreation.

- G. One parcel within the J. Neely Johnson Park was purchased with Community Development Block Grant funds in 1979. The entire park has been continuously operated and maintained as part of that park by the City of Sacramento Department of Parks and Recreation for approximately thirty (30) years and the Agency desires to transfer the parcel, which has no foreseeable use to the Agency, to the City to ensure the continued use of the parcel for the benefit of local residents.
- H. A noticed comment period from April 29th through May 31st, 2011 was published in the Sacramento Bee and a public hearing soliciting comments on the J. Neely Johnson Property Transfer was held by the Sacramento Housing and Redevelopment Commission on May 18, 2011.
- I. Reports for St. Rose of Lima Park, (APN 006-0096-020 and 006-0096-021) and Docks Riverfront Promenade/Pioneer Landing Park (APN 006-0241-007 and 006-0241-011) under Health and Safety Code Section 33433 have been prepared, are on file with the Agency Clerk and made available for public review pursuant to Section 33433.
- J. Acceptance of the Agency interest by the City without a change to the existing condition or use of the Agency parcels does not constitute a “project” requiring environmental review under the California Environmental Quality Act pursuant to Public Resources Code Section 21065.
- K. The J. Neely Johnson Park parcel was purchased with federal Community Development Block Grant funds; therefore, environmental review under the National Environmental Policy Act (NEPA) is required for the transfer of this property only. The proposed action to transfer J. Neely Johnson Park parcel from the Agency to the City is categorically excluded under NEPA per 24 CFR Part 58.35 (a)(5), which covers dispositions where the structure and/or land will be retained for the same use.
- L. Proper notice of the actions contained herein have been given and a public hearing has been held in accordance with Health and Safety Code Sections 33431 and 33433.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE REDEVELOPMENT AGENCY RESOLVES AS FOLLOWS:

- Section 1. All evidence presented at the public hearing having been duly considered, the findings, including environmental findings regarding this action as stated above, are approved.

- Section 2. The transfer of one parcel (APN 002-0116-047 in J. Neely Johnson Park) is consistent with both the Community Development Block Grant and the Alkali Flat Redevelopment Plan goals of emphasizing environmental character and public places, creating places and destinations and enhancing the quality of life of Alkali Flat residents through public space, which is a critical part of the community amenity base.
- Section 3. The statements and findings of the 33433 Reports (included as Exhibit A) for the transfer of the four parcels (APN 006-0096-020, 006-0096-021, 006-0241-007 and 006-0241-011) in St. Rose of Lima Park, and Docks Riverfront Promenade/Pioneer Landing Park are true and correct and are hereby adopted. The property transfers are consistent with the Merged Downtown Redevelopment Plan goals of broadening the appeal of Downtown, creating a regional destination and emphasizing environmental character and public places. The transfers are also consistent with the Implementation Plan Redevelopment Strategies of creating places and destinations, enhancing the urban waterfront and making connections and places (downtown streets and open spaces).
- Section 3. The Executive Director, or her designee, is authorized to execute a Transfer Agreement and Regulatory Agreements (included as Exhibit B) for the transfer of the following properties: St. Rose of Lima Park (APN 006-0096-020 and 006-0096-021), Docks Riverfront Promenade/Pioneer Landing Park (APN: 006-0241-007 and 006-0241-011), and J. Neely Johnson Park (APN: 002-0116-047).
- Section 4. The Executive Director, or her designee, is authorized to execute an Assignment and Assumption Agreement (included as Exhibit C) for the lease of a portion of St. Rose of Lima Park for 717 K Street Building Public Access and Outdoor Restaurant Seating dated July 11, 2006.
- Section 5. The Executive Director, or her designee, is authorized to take all actions reasonably necessary to transfer the properties to the City of Sacramento at no cost.

Attachments

Exhibit A - 33433 Reports

Exhibit B - Transfer Agreement and Regulatory Agreements

Exhibit C - Assignment and Assumption Agreement



**SUMMARY REPORT PURSUANT TO SECTION 33433 OF
THE CALIFORNIA COMMUNITY REDEVELOPMENT LAW**

IN CONNECTION WITH A TRANSFER AGREEMENT

BY AND BETWEEN

**THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO
AND
THE CITY OF SACRAMENTO**

FOR ST. ROSE OF LIMA PARK (0 and 705 K Street)

May 9, 2011

**SUMMARY REPORT PURSUANT TO SECTION 33433 OF THE CALIFORNIA
COMMUNITY REDEVELOPMENT LAW IN CONNECTION WITH A TRANSFER
AGREEMENT BY AND BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY
OF SACRAMENTO AND THE CITY OF SACRAMENTO**

I. INTRODUCTION

The California Health and Safety Code, Section 33433, requires that if a redevelopment agency wishes to sell or lease property to which it holds title and if that property was acquired in whole or in part with property tax increment funds, the agency must first secure approval of the proposed sale or lease agreement and a summary report that describes and contains specific financing elements of the proposed transaction shall be available for public inspection prior to the public hearing. As contained in the Code, the following information shall be included in the summary report:

1. The cost of the agreement to the redevelopment agency, including land acquisition costs, clearance costs, relocation costs, the costs of any improvements to be provided by the agency, plus the expected interest on any loans or bonds to finance the agreement;
2. The estimated value of the interest to be conveyed, determined by the highest and best use permitted under the redevelopment plan;
3. The estimated value of the interest to be conveyed in accordance with the uses, covenants, and development costs required under the proposed agreement with the Agency, i.e. the reuse value of the site;
4. An explanation of why the sale of the site will assist in the elimination of blight, as required by Section 33433; and
5. If the sale price is less than the fair market value of the interest to be conveyed, determined at the highest and best use consistent with the redevelopment plan, then the agency will provide as part of the summary an explanation of the reasons for the difference.

This report outlines the significant parts of the proposed Transfer Agreement (“Agreement”) by and between the Redevelopment Agency of the City of Sacramento (“Agency”) and City of Sacramento (“City”), in connection with the disposition of the Agency’s property located at 0 and 705 K Street in the City of Sacramento (“Site”) to the City. Pursuant to the Agreement, the Agency will transfer the property to the City at no cost. The purpose of this analysis is to determine the cost of the Agreement to the Agency.

This report is based upon information in the proposed Agreement and is organized into the following six sections:

1. **Summary of the Proposed Agreement** – This section includes a description of the site, the proposed development and the major responsibilities of the Agency and the City.
2. **Cost of the Agreement to the Agency** – This section outlines the cost of the Agreement to the Agency for costs associated with the Agreement between the City and the Agency.
3. **Estimated Value of the Interest to be Conveyed** – This section summarizes the value of the interests to be conveyed to the City.
4. **Consideration Received and Reasons Therefore** – This section describes the consideration to be paid by the City to the Agency. It also contains an analysis of the consideration and the fair market value at the highest and best use consistent with the redevelopment plan for the interests conveyed.
5. **Elimination of Blight** – This section includes an explanation of why the sale of the site will assist in the elimination of blight and the supporting facts and materials.
6. **Conformance with the Five-Year Implementation Plan** – This section describes how the Agreement is in conformance with the Agency’s Five-Year Implementation Plan.

II. SUMMARY OF THE PROPOSED AGREEMENT

A. *Description of the Site and Project*

Site/Location

The subject property is located at 0 and 705 K Street in the City of Sacramento and the County of Sacramento (APNs 006-0096-020 and 006-0096-021). It is located in the Merged Downtown Redevelopment Project Area. It is a .52± acre park located at the northeast corner of 7th and K streets in Downtown Sacramento. The site is zoned C-3 SPD, Central Business District. The City of Sacramento does not have a zoning specific to parks; however, the general plan allows such uses as plazas, courtyards and parks within the Central Business District. In the 2030 General Plan, the parcel is designated for use as Parks and Recreation space.

Background

The property was purchased by the Redevelopment Agency in September 1965 from the United States of America. The property was subsequently developed into St. Rose of Lima Park and has been operated as such by the City for

approximately forty (40) years. St. Rose of Lima Park is a small urban park located in a primarily commercial area, surrounded by office, retail and affordable housing. The park recently underwent a renovation that included the addition of a water feature, new lighting, street furnishings and paving. The St. Rose of Lima Park is also the home to the annual holiday ice skating rink which draws thousands to Downtown Sacramento each year.

The City of Sacramento

The former Post Office site was acquired by the Redevelopment Agency in 1965 and subsequently developed into a park in partnership with the City of Sacramento. The City of Sacramento has operated St. Rose of Lima Park as a City Park for approximately forty (40) years.

Project

The recommended transfer only changes the title in which the parcels are held. These transfers will not result in a change of use, operation or maintenance of the parcels.

III. COST OF THE AGREEMENT TO THE AGENCY

This section presents the total cost of the Agreement to the Agency, as well as the “net cost” of the project after consideration of the project revenues. The net cost can be either an actual cost, when expenditures exceed receipts, or a net gain, when revenues created by implementation of the Agreement exceed expenditures.

A. Estimated Costs to the Agency

The property was purchased by the Agency on September 15, 1965 from the United States of America. The Agency acquisition cost for the .52± acre parcel was \$232,500. The site was purchased with Project 3 (now a part of the Merged Downtown Redevelopment Project Area) Redevelopment Funds.

For the Agreement, the cost to the Agency is estimated to be:

Original Acquisition Price	\$ 232,500
Commissions	\$ -
Closing Costs	\$ -
Remediation Costs	\$
Financing Costs	\$ -
Improvement Costs (2009/2010 Park Renovation)	\$1,266,776
Other Costs	\$ -

Total	\$1,498,766
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B. Estimated Revenues to the Agency

Property

Pursuant to the terms of the Transfer Agreement, the Agency will not receive compensation from the City for the transfer of St. Rose of Lima Park.

IV. ESTIMATED VALUE OF THE INTEREST TO BE CONVEYED

The fair reuse value is a function of the use of the property given the property’s covenants, conditions, and easements as well as the restrictions placed on the property in the Agreement. The Agreement proposes a transfer of the properties to the City at no cost. The Agency is requiring the City to maintain the property in its current use as a park. The City has been operating and maintaining the park at the City’s expense for approximately forty years and will be required to do so after the transfer. Below is a list of additional considerations and restrictions placed on the subject property.

Regulatory Agreement

Buyer shall record a Regulatory Agreement under which the only approved use for the property is its current use, St. Rose of Lima Park.

Agreement and Covenant Not to Construct and for Fire Protection and Emergency Access

One of the two parcels that comprise the park, APN 006-0096-021, is subject to a recorded Covenant that restricts the development of any structures on the property in order to maintain fire protection and emergency access.

Assignment and Assumption of Lease

The City will be required to assume a Lease for a Portion of St. Rose of Lima Park for 717 K Street Building Public Access and Outdoor Restaurant Dining. The lease was executed in July 2006 with an initial 10 year term during which the tenant pays one dollar (\$1.00) per year and a second 10 year term during which the tenant will pay half of the market lease rates for restaurant space.

V. CONSIDERATION RECEIVED AND REASONS THEREFORE

The Agency has determined that the highest and best use of the subject property is a park. The St. Rose of Lima Park has been identified in the 2030 General Plan as park and recreation space and it serves as an important urban, infill park to the surrounding residents and commercial users. Because the highest and best use has been determined to be a park, and therefore the properties must remain as public park space the no cost transfer is not less than the consideration the Agency could receive under the highest and best use scenario.

VI. ELIMINATION OF BLIGHT

The proposed transfer as detailed in the Agreement will eliminate blight within the Merged Downtown Redevelopment Project Area by providing continued operation and maintenance of St. Rose of Lima Park. The proposed project furthers the goals of the Merged Downtown Redevelopment Area and its Five-Year Implementation Plan, as adopted, by assisting in the elimination of the blighting influences in an area plagued by high vacancy rates, deteriorating buildings and crime.

VII. CONFORMANCE WITH FIVE-YEAR IMPLEMENTATION PLAN

The transfer of St. Rose of Lima Park from the Agency to City supports the Merged Downtown Redevelopment Project Area Implementation goals of broadening the appeal of Downtown, creating a regional destination and emphasizing environmental character and public places. The transfers are also consistent with the Implementation Plan Redevelopment Strategies of creating places and destinations and making connections and places (downtown streets and open spaces).



**SUMMARY REPORT PURSUANT TO SECTION 33433 OF
THE CALIFORNIA COMMUNITY REDEVELOPMENT LAW**

IN CONNECTION WITH A TRANSFER AGREEMENT

BY AND BETWEEN

**THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO
AND
THE CITY OF SACRAMENTO**

**FOR PARCEL AT 1703 FRONT STREET
(006-0241-007)**

MAY 15, 2011

**SUMMARY REPORT PURSUANT TO SECTION 33433 OF THE CALIFORNIA
COMMUNITY REDEVELOPMENT LAW IN CONNECTION WITH A TRANSFER
AGREEMENT BY AND BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY
OF SACRAMENTO AND THE CITY OF SACRAMENTO**

I. INTRODUCTION

The California Health and Safety Code, Section 33433, requires that if a redevelopment agency wishes to sell or lease property to which it holds title and if that property was acquired in whole or in part with property tax increment funds, the agency must first secure approval of the proposed sale or lease agreement and a summary report that describes and contains specific financing elements of the proposed transaction shall be available for public inspection prior to the public hearing. As contained in the Code, the following information shall be included in the summary report:

1. The cost of the agreement to the redevelopment agency, including land acquisition costs, clearance costs, relocation costs, the costs of any improvements to be provided by the agency, plus the expected interest on any loans or bonds to finance the agreement;
2. The estimated value of the interest to be conveyed, determined by the highest and best use permitted under the redevelopment plan;
3. The estimated value of the interest to be conveyed in accordance with the uses, covenants, and development costs required under the proposed agreement with the Agency, i.e. the reuse value of the site;
4. An explanation of why the sale of the site will assist in the elimination of blight, as required by Section 33433; and
5. If the sale price is less than the fair market value of the interest to be conveyed, determined at the highest and best use consistent with the redevelopment plan, then the agency will provide as part of the summary an explanation of the reasons for the difference.

While this transaction does not include the sale or lease of property, this report outlines the significant parts of the proposed Transfer Agreement (“Agreement”) by and between the Redevelopment Agency of the City of Sacramento (“Agency) and City of Sacramento (“City”), who will operate and maintain the park facility known as the Docks Riverfront Promenade – Phase I and Pioneer Landing Park for property at 1703 Front Street in the City of Sacramento (“Site”). Pursuant to the Agreement, the Agency will transfer the park facility to the City of Sacramento now that the park facility has been constructed on the site.

This report is based upon information in the proposed Agreement and is organized into the following six sections:

1. **Summary of the Proposed Agreement** – This section includes a description of the site, the proposed development and the major responsibilities of the Agency and the City.
2. **Cost of the Agreement to the Agency** – This section outlines the costs associated with the Agreement between the City and the Agency.
3. **Estimated Value of the Interest to be Conveyed** – This section summarizes the value of the interests to be conveyed to the City.
4. **Consideration Received and Reasons Therefore** – This section describes the consideration for the transfer of the site from the Agency to the City and an analysis of the consideration and the fair market value at the highest and best use consistent with the redevelopment plan for the interests conveyed.
5. **Elimination of Blight** – This section includes an explanation of why the sale of the site will assist in the elimination of blight and the supporting facts and materials.
6. **Conformance with the Five-Year Implementation Plan** – This section describes how the Agreement is in conformance with the Agency's Five-Year Implementation Plan.

II. SUMMARY OF THE PROPOSED AGREEMENT

A. *Description of the Site and Project*

Site/Location

The subject property is located at 1703 Front Street along the Sacramento River in the City of Sacramento and the County of Sacramento. It is located in the Docks area which is a portion of the Merged Downtown Redevelopment Project Area. Property to be transferred includes a 1.71 acre parcel. The parcel is currently zoned C-2, General Commercial Zone. This is a commercial zone designed primarily for a mixture of general retail uses, office, residential development and allows for open space and recreational facilities that support such uses.

In the 2030 General Plan, the parcel is designated Parks and Recreation. The Parks and Recreation classification primarily supports open space, the development of park facilities, and greenways and trails.

The subject property is immediately adjacent to the Docks Area redevelopment project site. After an extensive planning process to identify potential infill sites, and redevelop the urbanized area of Downtown and the Sacramento River, the City accepted the Sacramento Riverfront Master Plan (SRMP). The SRMP identified the Docks area as a major redevelopment opportunity site and emphasized the development of a high quality urban public space corridor along the Sacramento River between Tower Bridge and Miller Park. In an effort to reclaim Sacramento's riverfront, eliminate blight, convert a Brownfield and industrial site into a new, vibrant, mixed-use neighborhood along the river, the City adopted a Specific Plan in December 2009. The Specific Plan provides for the development of 1,000 residential units, 45,000 sq ft of commercial uses, 200,000 sq ft of office use and approximately 9 acres of park space. The Docks Riverfront Promenade Phase I is immediately adjacent to the Docks redevelopment site and is considered to be a catalyst project to the redevelopment of the Docks area.

In July 2008, the City Council approved a Master Plan for the Docks Area Riverfront Promenade. The Master Plan approved a project concept to create a riverfront promenade which would provide public access, create recreational facilities, provide an alternative mode of transportation to the future neighborhood along the Sacramento River from O Street to Miller Park and connect adjacent neighborhoods. The first phase of the Docks Promenade was built in 2009-2010, from O Street to R Street. It included the realignment of the California Railroad Museum rail line to make room for the promenade, the realignment of Front Street and the construction of a $\frac{3}{4}$ acre park called Pioneer Landing. The Promenade Phase I project was developed on three parcels (006-0241-007, 006-

0241-011 and 006-01810-004). The subject property of this report is 006-0241-007.

Site improvements include an approximately 20 foot wide paved promenade, railroad tracks that serve the California Railroad Museum Excursion Train (20 foot wide right of way), and landscaping beyond the rail line. The promenade includes benches, signage, trash receptacles, utilities, a drinking fountain, and lighting. Overlooks have been developed at the extension of the lettered streets at P and Q Streets and a partial overlook at R Street. A new $\frac{3}{4}$ acre park is at the south end of the site. The park includes a plaza focused around an art piece (cloud vessel). Walkways and landscaping surround the plaza. The river side bank is heavily vegetated and falls to the river's edge at a 15 to 20 foot slope.

Front Street provides street access along the east side of the site. Parking is available along a portion of the site and along other portions of Front Street.

The subject property is located on top of the levee system and gently slopes from north to south rising at the south end of the site. The site also slopes down to the east from the river to Front Street. The project site is narrow and elongated in shape.

Background

The Sacramento River was once the City's main source of transportation at the turn of the century and with the introduction of rail during the Gold Rush period, the Docks area became Sacramento's trade and industrial area. Barge and boat docks were located adjacent to this area. Board docks were located adjacent to this area to allow for boats to unload their freight. While docks no longer exist at the site, their industrial and railways uses remained. This portion of the riverfront housed industrial uses such as the manufacturing of milled wood, production of shipping boxes, flour milling, warehousing and soap manufacturing. A gas lamp fuel company was one of the uses that was located in the Docks area. As early as the 1920s, the use of the waterfront for industrial uses was intermittent and by the 1950s, the majority of facilities had been vacated leaving the area to deteriorate. Finally, the introduction of the I-5 freeway in the late 1960s brought the destruction of most of the old buildings along Front Street leaving the area with irregular lot sizes and underutilized industrial properties.

Property Information

Parcel number 006-0241-007 was purchased by the Redevelopment Agency on December 12, 1985 from Carson Development Company as part of a larger purchase. The total amount of property purchased at that time included three additional parcels to the south. The subject parcel is approximately 1.71 acres in size.

Transfer Agreement

Through this proposed Transfer Agreement (“Agreement”), the Agency intends to transfer the subject to the City of Sacramento, which will operate and maintain the newly constructed promenade and park facility.

B. Agency Responsibilities

Subject to the specific terms and conditions stated in the Agreement, the Agency’s responsibilities under the proposed Agreement are as follows:

1. Preliminary Title Reports: Agency will pay the cost of preliminary title reports.
2. Delivery of Site. Deliver the subject property in “as is” condition on an agreed upon date with no warranty, express or implied, by the Agency as to physical condition of the Site, including the presence of hazardous materials or hazardous waste.
3. Regulatory Agreement: Record a Regulatory Agreement specifying the requirements of the land to remain as a promenade and park facility in perpetuity and for future public access at the southern end of parcel 006-0241-007 .
4. Railroad Easement: Simultaneously record an easement to reflect the new alignment of the California Railroad Museum’s excursion train rail line.

C. City Responsibilities

Subject to the specific terms and conditions stated in the Agreement, the City’s responsibilities under the proposed Agreement are as follows:

1. Accept, Operate, and Maintain the Park and Promenade: Own, operate and maintain the park facility and promenade.
2. Boundary Line Agreement: Work with the Agency to complete a Boundary Line Agreement from said parcels to the south end of Miller Park to establish a boundary line between the State Lands interests, the City and Agency interests.
3. Closing costs. City will pay the cost of preparing the grant deed, escrow fees and recording fees, its respective notary fees and any state, county, or city documentary transfer tax.

III. COST OF THE AGREEMENT TO THE AGENCY

This section presents the total cost of the Agreement to the Agency, as well as the “net cost” of the project after consideration of the project revenues. The net cost can be either an actual cost, when expenditures exceed receipts, or a net gain, when revenues created by implementation of the Agreement exceed expenditures.

A. Estimated Costs to the Agency

The Site (006-0241-007) was purchased by the Agency on December 12, 1985 as part of a 4.3 acre purchase transaction. The Agency acquisition cost for the 4.3 acres was \$800,000, making the acquisition cost of parcel 006-0012-007 approximately \$328,000.

For the Agreement, the cost to the Agency is estimated to be:

Original Acquisition Price	\$ 328,000
Commissions	\$ -
Closing Costs	\$ -
Remediation Costs	\$ -
Financing Costs	\$ -
Improvement Costs (e.g. utilities or foundations added)	\$ 790,000
Other Costs	\$ -
Total	\$ 1,118,000

The improvements listed above include an estimated cost of the Agency’s expenditures for the improvements made to create a park and promenade on the site. The entire Docks Promenade Phase 1 project including development of the park cost approximately \$4.9 million. The City made major contributions to the park improvements by receiving a grant of \$1,500,000 and park development impact fees/Quimby fees of \$850,000 and \$100,000 to reconstruct Front Street. The balance of the costs were paid for by the Agency. The \$790,000 cost listed above is an estimated cost for promenade improvements based upon the amount of linear square footage in the subject parcel (approximately 920 linear feet). The improvements were made with the understanding that the park facility and promenade would be transferred to the City for future operation and maintenance.

B. Estimated Revenues to the Agency

The site includes a park/promenade development and as such would not generate additional revenue to the Agency. Therefore the “net cost” to the Agency is the cost reflected above.

IV. ESTIMATED VALUE OF THE INTEREST TO BE CONVEYED

The Agency has estimated the value of the interest being conveyed to the City if sold by the Agency at its highest and best use allowed under the Redevelopment Plan. The Site contains the following constraints.

Regulatory Agreement: The Agency will record a regulatory agreement on the parcel prior to transferring the site. This agreement requires that the parcel would remain as a park facility with public access until the expiration of the Merged Downtown Redevelopment Project Area.

Flood Control Easement: The Sacramento and San Joaquin Drainage District has an easement across the parcel to upgrade flood protection projects and to allow access to fight floods.

Railroad Easement: The Agency is conveying an easement to the Department of Parks and Recreation of the State of California to reconstruct, operate and maintain a railroad and any other appurtenances thereto. This easement will cross through the western third of the subject parcel 006-0241-007.

Levee System: Both parcels contain a portion of the City's levee system. While the Army Corp of Engineers, the Central Valley Flood Protection Board and the City of Sacramento approved the development of recreational facilities on top of the levee, no permanent buildings are allowed on the levee or adjacent to the levee tow.

The fair reuse value is a function of the use of the property given the property's conditions, restrictions and easements as well as the restriction placed on the property in this agreement. The size and configuration of the subject parcel made it unsuitable for residential development. As mentioned previously rail lines run through the center of the property providing limited usable space and the City levee system runs through the entire length of the property. Limited design options existed for any development on the site. The site is designated under the City's 2030 General Plan as Parks and Recreation. With all of the above listed restrictions and limitations, the property is considered to have nominal value.

Property and other Taxes

The City will be responsible for payment of property and other taxes and fees once the property transfers, which will benefit the various taxing entities.

Additional Fees:

The City will be responsible for payment of any utility fees or any fees related to the operation of the facility.

Ongoing Maintenance and Repair

The City will be responsible in perpetuity for the maintenance and repair of the Promenade facility and Park including the benches, lighting, landscaping, cloud vessel in the plaza, railing and all other appurtenant items associated with the park.

V. CONSIDERATION RECEIVED AND REASONS THEREFORE

The Agency and the City have determined that the highest and best use of the subject property is for a parks and recreational use. The value that the Agency will receive for the subject property releases the Agency of the responsibility of ongoing costs related to the maintenance and repair of the facilities. Estimated costs related to the maintenance and repair of the facility, utilities and taxes exceed \$20,000 year. The value of these costs exceed the value of the subject property with its related restrictions.

Furthermore, the property provided a catalyst to begin the redevelopment of the Docks Area. The construction of the Docks Riverfront Promenade – Phase I converted an underutilized industrial site into a park and plaza that will serve the commercial uses planned immediately adjacent to the park south of the subject property, will provide an alternative mode of transportation to the Docks area future residents and provide for a recreational facility in the Merged Downtown Redevelopment Project Area.

The Agency has determined that this Project as provided in the Agreement offers the best use for the Site and recommends transferring it to the City at no cost.

VI. ELIMINATION OF BLIGHT

The project as detailed in the Agreement will eliminate blight within the Merged Downtown Redevelopment District by providing a viable use for a underutilized previously industrial parcel with limited reuse potential. The proposed project furthers the goals of the District Redevelopment Area and its Five-Year Implementation Plan, as adopted, by eliminating environmental deficiencies including small and irregular lots; old obsolete, aged and deteriorated improvements, inadequate infrastructure and public improvements, and uneconomic land uses. The project assists in the elimination of the blighting influences by converting an underutilized industrial site with limited reuse potential by redeveloping it with a park facility, providing lighting and a call box to reduce illegal use of the area, and providing a catalyst project for the redevelopment of the Docks area. The park facility will help strengthen the economic viability of downtown retail by providing an additional park use that will bring people downtown and to Old Sacramento.

The Project will help to eliminate both physical and economic blight and help to meet two of the Agency's original Redevelopment Plan goals: (1) stimulate economic growth; and (2) enhance community facilities within the redevelopment project area.

VII. CONFORMANCE WITH FIVE-YEAR IMPLEMENTATION PLAN

The primary Five-Year Implementation Plan program objective for the Merged Downtown Redevelopment Project area is to eliminate conditions that negatively impact economic development of the community. To that end, the subject property and park facility meets the following implementation planning goals.

Elimination of Blight: Eliminates environmental deficiencies in the Project Area by eliminated obsolete, aged and deteriorated facilities, inadequate infrastructure and incompatible uneconomic land uses through the reuse of a deteriorated industrial site that had limited development potential into a park facility.

Stimulate Economic Growth: The Promenade and Park development is a catalyst to the redevelopment of the Docks area.

Broaden Appeal to Downtown: Provides an amenity that helps strengthens the economic viability of downtown and Old Sacramento by providing an amenity that attracts people to the waterfront and downtown.

Regional Destination: Strengthens the downtown as a regional destination by providing a regional recreational facility along the waterfront and a pedestrian and bicycle path that connects downtown to the waterfront and adjacent neighborhoods to the south, north and east.

Emphasize Environmental Character and Public Places: Enhances and expands Sacramento's downtown public spaces by providing a promenade and park along the Sacramento Riverfront. The Plaza within the park provides a venue that can be used for celebrations and gatherings.



City RESS File No.: ACQ-10-31-00, ACQ-11-07-00, ACQ-11-17-00
Project: St Rose, Johnson and Docks Riverfront Promenade
PN/WO.: 821052, 1967650, & 1973932
Parcel No.: 006-0096-020 & 021, 002-0116-047, 006-0241-007 & 011

AGREEMENT FOR TRANSFER OF REAL PROPERTY

This Agreement for Transfer of Real Property (“Agreement”) is effective as of _____, 2011, and is entered into by and between the Redevelopment Agency of the City of Sacramento, a public body, corporate and politic (“Grantor”), and the City of Sacramento, a municipal corporation (“Grantee” or “City”), each as their interest may appear.

RECITALS

- A. Grantor is the owner of that certain real property located in the City of Sacramento, County of Sacramento, State of California, legally described in Exhibit “A” (Deeds), attached hereto and made a part hereof, (“Property”).
- B. Grantor intends to transfer the Property to the City and the City intends to accept the Property from Grantor, pursuant to the terms and conditions set forth in this Agreement.
- C. The St. Rose of Lima Park parcel of the Property to be transferred has been continuously operated and maintained as a park by the City of Sacramento Department of Parks and Recreation for approximately forty (40) years.
- D. The parcel of the Property to be transferred, which is located adjacent to J. Neely Johnson Park has been included in that park and continuously operated and maintained as part of that park by the City of Sacramento Department of Parks and Recreation for approximately thirty (30) years.
- E. The parcel of the Property to be transferred located on the Sacramento Waterfront (“Docks Parcels”) was included in the construction of the Docks Riverfront Promenade as approved by Grantor and City resolutions numbered R2008-488 and 2009-059, respectively. Improvements were made by the City to this parcel of the Property to be transferred to the City and it is maintained and operated as a park by the City of Sacramento Department of Parks and Recreation.
- F. Grantor and City are currently negotiating a separate Boundary Line Agreement with the State Lands Commission pertaining to the Docks Parcels.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

AGREEMENT

1. Transfer of the Property.

1.1 Subject to the terms and conditions in this Agreement, Grantor agrees to transfer the Property to City and City agrees to accept the Property from Grantor.

1.2 Grantor shall transfer the Property to City at no cost.

1.3 Grantor shall transfer title to the Property to City via grant deeds and a quitclaim deed.

1.5 Grantor and City shall enter into Regulatory Agreements for St. Rose of Lima Park, J. Neely Johnson Park and Docks Riverfront Promenade Phase I/Pioneer Landing Park (“Docks Parcels”) Property Transfers that will be recorded concurrently with the Deeds, a copy which is attached as Exhibit “C” hereto and made a part hereof.

2. Escrow.

2.1 The transfer of the St. Rose of Lima Park parcels and J. Neely Johnson Park parcel of the Property to City shall be handled through Escrow. Escrow will be with First American Title Insurance Company, 1610 Arden Way, Suite 101, Sacramento, CA 95815, (916) 576-3141, Carolyn Hunt, Escrow Officer, Order Number 481109 and 481110 (hereafter referred to as the “Escrow Holder”).

2.2 This Agreement shall, to the extent possible, act as escrow instructions. The parties agree to execute all further escrow instructions required by Escrow Officer, which further instructions shall be consistent with this Agreement, and shall provide that as between the parties, the terms of this Agreement shall prevail if there is any inconsistency. “Close of Escrow” is defined to be the date of the recordation of the Deeds from Grantor to City, which shall occur **within forty-five (45) days** of the execution of this Agreement, or on such subsequent date mutually agreed to by the parties.

2.3 City shall be responsible for the payment of all closing costs, including, but not limited to documentary transfer taxes, title insurance premiums, escrow fees, and recording fees.

2.4 The Close of Escrow is conditioned on the Property being conveyed to City free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, assessments or other security interests of any kind, except: (a) easements or rights-of-way for public roads or public utilities, if any; and (b) items specifically identified in Exhibit B attached hereto, if any. For deeds of trust or similar security interests, in lieu of removal, Grantor may, if approved by City, obtain from each party holding the security interest, by a recordable written instrument, its consent to the terms hereof, and its agreement that its security interest is and shall be subordinate to the terms hereof, and that it is and shall be bound by the covenants and agreements made by Grantor herein.

2.5 The transfer of the Docks Parcels shall be handled by Grantor and City. City shall be responsible for recordation of the executed Deeds **within forty-five (45) days** of the execution of this Agreement, or on such subsequent date mutually agreed to by the parties.

2.6 Grantor warrants that there are no leases on the J. Neely Johnson Park parcel and the Docks Parcels of the Property to be transferred. There is currently a lease on the adjoining one of the two parcels comprising St. Rose of Lima Park, namely that parcel identified as APN 006-0096-021. Grantor will provide City with an estoppel certificate from the St. Rose tenant regarding the status of the lease.

2.7 City will obtain an ALTA/CLTA extended coverage owner's policy of title insurance insuring that clear title to the Property is vested in City upon recording of the Deeds. Furthermore, upon completion of the Boundary Line Agreement mentioned in Recital F, Grantor agrees to cooperate with City in clearing title exceptions pertaining to the Docks Parcels to obtain said policy of title insurance.

3. Due Diligence. City has completed appropriate due diligence of the Property to inspect physical or environmental conditions or aspects of the Property, or any other matter affecting City's decision to purchase the Property.

4. Grantor's Representations. Grantor makes the following representations and warranties:

4.1. Grantor certifies that it owns full legal title to the Property, and has full power and authority to convey all property rights described herein to City.

4.2. To the best of Grantor's knowledge there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property, or any portion thereof, or pending or threatened against Grantor which could (1) affect Grantor's title to the Property, or any portion thereof, or (2) subject an owner of the Property, or any portion thereof, to liability.

4.3. To the best of Grantor's knowledge there are no uncured notices which have been served upon Grantor from any governmental agency notifying Grantor of any violations of law, ordinance, rule or regulation which would affect the Property or any portion thereof.

4.4. Grantor has no knowledge of any violation of any such law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement arising out of Grantor's ownership or use of the Property, nor of any legal, administrative or other action or proceeding, pending or threatened, affecting the Property and relating to environmental compliance.

4.5. To the best of Grantor's knowledge there is no license, permit, option, right of first refusal or other agreement, written or oral, which affects the Property or any portion thereof.

4.6. To the best of Grantor's knowledge, conveyance of the property rights described herein will not constitute a breach or default under any agreement to which Grantor is bound and/or to which the Property is subject.

Each of the above warranties and representations is material and is relied upon by City. Each of the above representations shall be deemed to have been made as of the date that the Deeds are recorded, and shall survive the recording of the Deeds by a period of two years following the date that the Deeds are recorded. If, before the recording of the Deeds, Grantor discovers any information or facts that would materially change any of these warranties and representations, Grantor shall immediately give notice to City of such facts and information. If any of the foregoing warranties and representations cease to be true before the recording of the Deeds, Grantor shall be obligated to remedy the problem before the recording of the Deeds.

As used in this Agreement, the term "Hazardous Substances" means any substance, material, waste or other pollutant or contaminant that is or becomes designated, classified and/or regulated as hazardous or toxic under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. Any liability associated with the presence of any Hazardous Substances on or adjacent to any portion of the Property shall be governed by the provisions of section 5 below, regardless of whether any inspection, examination, sampling, testing, assessment or other investigation is conducted by City.

5. Indemnification.

Each party (hereafter the "Indemnifying Party") agrees and covenants to indemnify, defend (with counsel acceptable to the other party, which consent shall not be unreasonably withheld), and hold the other party, and its officers, employees and agents, harmless from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees, whether for outside or staff counsel), causes of action, claims, or judgments that arise by reason of any death, bodily injury, personal injury, property damage, or violation of any law or regulation resulting from any acts or omissions related to the performance of this Agreement or the occupancy or use of the Property (including, but not limited to, the use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about any portion of the Property), by the Indemnifying Party, its officers, employees, agents or any other person or entity employed by or acting on their behalf.

The parties further agree and understand as follows: a party does not, and shall not be deemed to, waive any rights against the other party which it may have by reason of the aforesaid indemnity and hold harmless agreement because of any insurance coverage available; the scope of the aforesaid indemnity and hold harmless agreement is to be construed broadly and liberally to provide the maximum coverage in accordance with its terms; no specific term or word contained in this Section 5 shall be construed as a limitation on the scope of the indemnification and defense rights and obligations of the parties unless specifically so provided. The provisions of this Section 5 shall survive the recording of any deeds hereunder.

6. Hold Harmless.

From the date of the transfer of the Property from Grantor to City, City shall defend, pay, indemnify and hold harmless Grantor, its officers, directors, officials, employees, agents, invitees, and volunteers, or any other person acting on behalf of Grantor, from all claims, suits, actions, damages, demands, costs or expenses of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including without limitation court costs and reasonable attorneys' fees, resulting from claims for damages, including but not limited to loss of life, bodily or personal injury or property damage and costs for investigation, evaluation and cleanup of Hazardous Substances arising directly or indirectly out of or from or on account of any occurrence or condition in, upon, at or from the Property subsequent to the date of the transfer of the Property from Grantor to City, except such loss or damage which was caused by the acts or omissions of Grantor.

Grantor shall defend, pay, indemnify and hold harmless City, its officers, directors, officials, employees, agents, invitees, and volunteers, or any other person acting on behalf of Grantee, from all claims, suits, actions, damages, demands, costs or expenses of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including without limitation court costs and reasonable attorneys' fees, resulting from claims for damages, including but not limited to loss of life, bodily or personal injury or property damage and costs for investigation, evaluation and cleanup of Hazardous Substances arising directly or indirectly out of or from or on account of any occurrence or condition in, upon, at or from the Property prior to the date of the transfer of the Property from Grantor to City, except such loss or damage which was caused by the acts or omissions of City.

7. Notices.

Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to the following address:

To City

Real Estate Services
City of Sacramento
5730 24th Street, Building 4
Sacramento, CA 95822
Attn: Supervisor, Real Estate Services Section

To Grantor

Sacramento Housing and Redevelopment Agency
801 12th Street
Sacramento, CA 95814
Attn: Legal Department

8. Amendment. This Agreement may be modified, changed, or rescinded only by an instrument in writing executed by the parties hereto.

9. Attorney Fees. Either party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and the prevailing party in such suit or proceeding
St. Rose of Lima Park, Waterfront Promenade, J. Neely Property Transfer

shall be entitled to recover from the other party reasonable costs and expenses, including attorney's fees.

10. Recording. Either party may record this Agreement in the Recorder's Office for Sacramento County.

11. Binding on Successors. This Agreement shall be binding on and shall inure to the benefit of the City and Grantor, and their respective successors, assigns, and their past, present and future officers, employees and agents; provided that this Agreement may only be assigned with the written consent of both parties, and any attempt to assign this Agreement without such consent shall be void.

12. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

13. Entire Agreement. The parties have herein set forth the whole of their Agreement. All prior oral discussions, representations, and/or agreements, if any, are specifically superseded by this Agreement, which is intended by the parties to contain all of the terms and conditions agreed to by them with regard to the transfer of the Property to City.

14. Authority. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

IN WITNESS WHEREOF, Grantor and City executed this Agreement on the date hereinabove first written.

Grantor:

**REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO,
a public body, corporate and politic**

By: _____
Print Name: La Shelle Dozier
Title: Executive Director

Dated: _____

Approved as to Form:

Agency Counsel

City:

CITY OF SACRAMENTO, a municipal corporation

By: _____
Print Name: _____
Title: _____
For William H. Edgar, Interim City Manager

Dated: _____

Approved as to Form:
By: _____
Deputy City Attorney

RECOMMENDED FOR APPROVAL:

By: _____
Supervisor, Real Estate Services Section

By: _____
Real Property Agent

ATTEST:
By: _____
City Clerk

Dated: _____

Exhibit "A"

Grant Deeds

RECORDING REQUESTED BY:
Redevelopment Agency of the City of Sacramento

When Recorded Mail Document To:
City of Sacramento
Real Estate Services
5730 24th Street, Bldg 4
Sacramento, CA 95822
Attn: Supervisor, Real Estate Services Section

Mail Tax Statement To:
City of Sacramento
915 "I" Street, 5th Floor
Sacramento, CA 95814
Attn: Finance Administration

APN: 006-0096-020-0000, 006-0096-021-0000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO FEE DOCUMENT – PER GOVERNMENT CODE 27383 – RECORDING FOR THE BENEFIT OF THE CITY OF SACRAMENTO

GRANT DEED

The undersigned grantor(s) declare(s): **R & T CODE 11922 – CONVEYANCE TO GOVERNMENT AGENCY**

Documentary transfer tax is \$0.00 City Transfer Tax: \$0.00

[] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at time of sale,
[] Unincorporated Area [**X**] City of Sacramento

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, A PUBLIC BODY, CORPORATE AND POLITIC

Hereby GRANTS to

CITY OF SACRAMENTO, a municipal corporation,

the following described real property in the City of Sacramento, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

DATED: _____

REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

By: _____
LA SHELLIE DOZIER
Executive Director

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Sacramento, County of Sacramento, State of California, described as follows:

LOTS 7 AND 8 IN THE BLOCK BOUNDED BY 7TH AND 8TH AND "J" AND "K", STREETS OF THE CITY OF SACRAMENTO ACCORDING TO THE MAP OF PLAN THEREOF.

EXCEPTING THEREFROM THE NORTH 20 FEET OF SAID LOTS 7 AND 8.

AND ALSO EXCEPTING THEREFROM ALL THAT PORTION OF SAID LOT 7 FRONTING 2 FEET ON THE NORTHERLY SIDE OF SAID "K" STREET AND EXTENDING OF THAT WIDTH NORTHWARDLY ALONG THE WESTERLY SIDE OF LOT 6 A DISTANCE OF 140 FEET, MORE OR LESS, TO CALIFORNIA STREET.

APN: 006-0096-020 and 006-0096-021

RECORDING REQUESTED BY:
Redevelopment Agency of the City of
Sacramento

When Recorded Mail Document To:
City of Sacramento
Real Estate Services
5730 24th Street, Bldg 4
Sacramento, CA 95822
Attn: Supervisor, Real Estate Services Section

Mail Tax Statement To:
City of Sacramento
915 "I" Street, 5th Floor
Sacramento, CA 95814
Attn: Finance Administration

APN: 002-0116-047

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO FEE DOCUMENT – PER GOVERNMENT CODE 27383 – RECORDING FOR THE BENEFIT OF CITY OF SACRAMENTO

GRANT DEED

The undersigned grantor(s) declare(s): **R & T CODE 11922 – CONVEYANCE TO GOVERNMENT AGENCY**

Documentary transfer tax is \$0.00 City Transfer Tax: \$0.00

[] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at time of sale,
[] Unincorporated Area [**X**] City of Sacramento

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, A PUBLIC BODY, CORPORATE AND POLITIC**

Hereby GRANTS to **CITY OF SACRAMENTO, a municipal corporation,**

the following described real property in the City of Sacramento, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

DATED: _____

REDEVELOPMENT AGENCY OF
THE CITY OF SACRAMENTO

By: _____
LA SHELLIE DOZIER
Executive Director

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Sacramento, County of Sacramento, State of California, described as follows:

ALL THAT PORTION OF THE EAST ONE-HALF OF 11TH STREET LYING BETWEEN THE WESTERLY PRODUCTION OF THE NORTHERLY AND SOUTHERLY LINES OF THE NORTH ONE-QUARTER OF LOT 8, IN THE BLOCK BOUNDED BY 11TH, 12TH, E AND F STREETS IN SAID CITY.

APN: 002-0116-047

RECORDING REQUESTED BY:
Redevelopment Agency of the City of
Sacramento

When Recorded Mail Document To:
City of Sacramento
Real Estate Services
5730 24th Street, Bldg 4
Sacramento, CA 95822
Attn: Supervisor, Real Estate Services Section

Mail Tax Statement To:
City of Sacramento
915 "I" Street, 5th Floor
Sacramento, CA 95814
Attn: Finance Administration

APN: 006-0241-007

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO FEE DOCUMENT – PER GOVERNMENT CODE 27383 – RECORDING FOR THE BENEFIT OF CITY OF SACRAMENTO

GRANT DEED

The undersigned grantor(s) declare(s): **R & T CODE 11922 – CONVEYANCE TO GOVERNMENT AGENCY**

Documentary transfer tax is \$0.00 City Transfer Tax: \$0.00

[] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at time of sale,
Unincorporated Area [**X**] City of Sacramento

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, A PUBLIC BODY, CORPORATE AND POLITIC

Hereby GRANTS to

CITY OF SACRAMENTO, a municipal corporation,

the following described real property in the City of Sacramento, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

DATED: _____

REDEVELOPMENT AGENCY OF
THE CITY OF SACRAMENTO

By: _____

LA SHELLIE DOZIER
Executive Director

EXHIBIT A

Beginning at a point formed by the intersection of the South line of "R" Street produced Westerly, with a line drawn parallel with and 80.00 feet Westerly of the Easterly line of Front Street of the City of Sacramento;

Thence from said point of beginning, Westerly, along the Westerly extension of the Southerly line of "R" Street to the center line of the Sacramento River;

Thence Northeasterly, along the center line of the Sacramento River to a point on the Westerly extension of the Northerly line of "Q" Street, said point being also the Southwest corner of the Parcel of land described in that deed to the City of Sacramento Recorded in Book 334 of Deeds at Page 130, Sacramento County Records;

Thence Southeasterly, along the Westerly extension of the Northerly line of "Q" Street, and along the Southerly line of that Parcel of land described in that Deed to the City of Sacramento Recorded in Book 334 of Deeds at Page 130, Sacramento County Records, to a point in a line drawn parallel with and 80.00 feet Westerly of the Easterly line of Front Street of the City of Sacramento.

Thence Southwesterly, along a line parallel with and 80.00 feet Westerly of the Easterly line of Front Street, to the point of beginning.

Excepting therefrom any portion thereof described in the Deed to the City of Sacramento, Recorded in Book 334 of Deeds at Page 130;

Further excepting therefrom all that portion thereof described in the Deed to the Southern Pacific Railroad Company, Recorded in Book 1394 of Official Records, at Page 258;

Further excepting therefrom all that portion thereof described in the Deed to the State of California, Recorded in book 690507 of Official Records, at Page 170;

Further excepting and Reserving therefrom all minerals, oil, gas and geothermal rights below a depth of 500 feet of said land, without the right of surface entry, as reserved in the Deed from the Western Pacific Railroad Company, a Delaware Corporation, Recorded December 21, 1979 in Book 7912-21, Page 1230, Official Records.

Further excepting therefrom all that portion of said land not included within the Parcel boundaries of the patent of the Rancho New Helvetia from the United States of America to John A. Sutter on June 20, 1866 the date of issuance of said patent, or is not alluvion which has accreted to said Rancho by natural causes.

Further excepting therefrom all that portion thereof described in the Deed to the State of California, Recorded in Book 710928 of Official Records, at Page 686;

Further excepting therefrom any portion of Parcel 2 as described in the Deed to the Redevelopment Agency of the City of Sacramento, Recorded in Book 851212 of Official Records, at Page 1095;

Assessor's Parcel No: 006-0241-007

RECORDING REQUESTED BY:
Redevelopment Agency of the City of
Sacramento

When Recorded Mail Document To:
City of Sacramento
Real Estate Services
5730 24th Street, Bldg 4
Sacramento, CA 95822
Attn: Supervisor, Real Estate Services Section

Mail Tax Statement To:
City of Sacramento
915 "I" Street, 5th Floor
Sacramento, CA 95814
Attn: Finance Administration

APN: 006-0241-011

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO FEE DOCUMENT – PER GOVERNMENT CODE 27383 – RECORDING FOR THE BENEFIT OF CITY OF SACRAMENTO

QUITCLAIM DEED

The undersigned grantor(s) declare(s): **R & T CODE 11922 – CONVEYANCE TO GOVERNMENT AGENCY**

Documentary transfer tax is \$0.00 City Transfer Tax: \$0.00

[] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at time of sale,
[] Unincorporated Area [**X**] City of Sacramento

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, A PUBLIC BODY, CORPORATE AND POLITIC

Hereby REMISE, RELEASE AND FOREVER QUITCLAIM to

CITY OF SACRAMENTO, a municipal corporation,

the following described real property in the City of Sacramento, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

DATED: _____

REDEVELOPMENT AGENCY OF
THE CITY OF SACRAMENTO

By: _____
LA SHELLIE DOZIER
Executive Director

EXHIBIT A

That portion of the City of Sacramento bounded as follows:

On the North by the Westerly prolongation of the Southerly line of "P" Street of the City of Sacramento; on the South by the Westerly prolongation of the Northerly line of "Q" Street of the City of Sacramento; on the East

by the Westerly line of Front Street of the City of Sacramento; and on the West by the ordinary high water line of the Sacramento River, as defined in that certain Stipulation of Judgment and Order (Docks), a certified copy of which was Recorded September 2, 1988, in Book 880902, Page 1001, of Official Records.

Excepting therefrom all that portion thereof described in the Grant Deed to the State of California, Recorded December 30, 1966, in Book 661230, Page 568, of Official Records.

Assessor's Parcel No: 006-0241-011

Exhibit “B”

Title exceptions that are acceptable to the City as shown in

First American Title Insurance Company order #NCS-481109-SAC4

Items 1-6 paid current

Items 7-11

First American Title Insurance Company order #NCS-481110-SAC4

Items 1-4 paid current

Items 5-10

Exhibit “C”

Regulatory Agreements

NO FEE DOCUMENT:

Entitled to free recording
per Government Code 27383.

When recorded, return to:

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY
801 12th Street
Sacramento, CA 95814

**REGULATORY AGREEMENT
FOR NON-RESIDENTIAL DEVELOPMENT
INCLUDING COVENANTS, CONDITIONS AND RESTRICTIONS RUNNING WITH THE LAND**

PROJECT NAME:	St. Rose of Lima Park Property Transfer
PROJECT ADDRESS:	705 K Street, Sacramento, CA
PROJECT APN:	006-0096-020 & 006-0096-021
IPA #	N/A
EFFECTIVE DATE:	

NOTICE: THIS REGULATORY AGREEMENT IMPOSES COVENANTS, CONDITIONS AND RESTRICTIONS ON THE PROPERTY WHICH STAY WITH THE PROPERTY FOR MANY YEARS, INCLUDING RESTRICTIONS ON THE USE OF THE PROPERTY.

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS ACKNOWLEDGED, AGENCY AND OWNER HAVE ENTERED THIS REGULATORY AGREEMENT AS OF THE EFFECTIVE DATE.

- 1. GENERAL.** This Regulatory Agreement includes the Exhibits listed below, which are attached to and incorporated in this Regulatory Agreement by this reference.
- 2. DEFINITIONS.** The capitalized terms in this Regulatory Agreement shall have the meanings assigned in the following definitions table and in the body of the Regulatory Agreement. (Terms being defined are indicated by quotation marks.)

TERM	DEFINITION	
“Effective Date”	This Regulatory Agreement shall be effective as of the foregoing date	
“Agency”	The Redevelopment Agency of the City of Sacramento	
	The Agency is a public body, corporate and politic	
“Owner”	City of Sacramento	
“Agency Address”	Agency’s business address is 801 12 th Street, Sacramento, California 95814	
“Owner Address”	Owner’s business address is as follows:	915 I Street, 5th Floor, Sacramento, CA 95814
“Jurisdiction”	City of Sacramento	
“Property”	That certain real property which is subject to this Regulatory Agreement as further described in the legal description, attached as Exhibit A – Legal Description of the Property .	
“Funding”	Not applicable	Dated: N/A

Agreement”		
“Agency Funding”	Tax increment	
“Funding Requirements”	N/A	
“Term”	The Term of each of the respective covenants, conditions and restrictions contained in this Regulatory Agreement is the term stated in Section 6 below.	
“Special Provisions”	None	
“Approved Use”	Owner shall assure that the property is used only for the following Approved Uses:	
	The current use for the property as St. Rose of Lima Park and any use as allowed under the Merged Downtown Redevelopment Plan in effect at the time of any change in use, sale or transfer.	

3. **REPRESENTATIONS.** Agency has provided good and valuable consideration. The funds used by Agency to acquire the Property are funds from public funding sources administered by Agency and their use is subject to certain requirements some of which are embodied in this Regulatory Agreement. Agency has undertaken its obligations conditioned upon Owner’s agreement, for itself and its successors and assigns, to comply with all provisions of this Regulatory Agreement. Owner has had full opportunity to make itself independently familiar with such limitations and restrictions, and Owner accepts them and agrees to comply fully with them.

4. **COVENANTS.** . Unless Owner has received the prior written consent of Agency otherwise, Owner shall fully comply with each and every covenant contained herein.

5. **NATURE OF COVENANTS.** The provisions contained in this Regulatory Agreement are covenants that subject and burden the Property, as covenants running with the land. It is intended and agreed that the agreements and covenants provided in the Agreement shall be covenants running with the land and equitable servitudes on the land and that they shall, in any event, and without regard to technical classifications or designation, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Agency, the Agency's successors and assigns, any other governmental entity acting within its authority and any successor in interest to Agency's interest under this Regulatory Agreement against the Owner, its successors and assigns and every successor in interest to all or any part of the Property.

6. **TERM.** The term of this Regulatory Agreement shall commence on the Effective Date and continue until the expiration of the Merged Downtown Redevelopment Plan.

7. **BINDING SUCCESSORS IN INTEREST.** This Regulatory Agreement shall bind and the benefits shall inure to the Owner, its successors in interest and assigns, and to the Agency and its successors for the term of this Regulatory Agreement.

8. **CONTRADICTORY AGREEMENTS.** Owner warrants that it has not, and will not, execute any other agreement with provisions in contradiction or opposition to the provisions of this Regulatory Agreement, and that, in any event, the requirements of this Regulatory Agreement are paramount and controlling as to the rights and obligations stated and supersede any other requirements in conflict with this Regulatory Agreement.

9. **NOTICES.** Written notices and other written communications by and between the parties shall be addressed to the Owner at the Owner Address and to the Agency at the Agency Address or such other address as each respective party has designated by written notice to the other party.

THE PARTIES HAVE EXECUTED THIS REGULATORY AGREEMENT in Sacramento, California as of the date first written above.

OWNER : CITY OF SACRAMENTO

AGENCY: REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

By: _____
Print Name: _____
Title: _____
For William H. Edgar, Interim City Manager

By: _____
La Shelle Dozier
Executive Director

Approved as to form:

Approved as to form:

City Attorney

Agency Counsel

Attest:

City Clerk

Dated

[NOTARIZED ACKNOWLEDGEMENTS]

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Sacramento, County of Sacramento, State of California, described as follows:

LOTS 7 AND 8 IN THE BLOCK BOUNDED BY 7TH AND 8TH AND "J" AND "K", STREETS OF THE CITY OF SACRAMENTO ACCORDING TO THE MAP OF PLAN THEREOF.

EXCEPTING THEREFROM THE NORTH 20 FEET OF SAID LOTS 7 AND 8.

AND ALSO EXCEPTING THEREFROM ALL THAT PORTION OF SAID LOT 7 FRONTING 2 FEET ON THE NORTHERLY SIDE OF SAID "K" STREET AND EXTENDING OF THAT WIDTH NORTHWARDLY ALONG THE WESTERLY SIDE OF LOT 6 A DISTANCE OF 140 FEET, MORE OR LESS, TO CALIFORNIA STREET.

APN: 006-0096-020 and 006-0096-021

NO FEE DOCUMENT:

Entitled to free recording
per Government Code 27383.
When recorded, return to:
SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY
801 12th Street
Sacramento, CA 95814

**REGULATORY AGREEMENT
FOR NON-RESIDENTIAL DEVELOPMENT
INCLUDING COVENANTS, CONDITIONS AND RESTRICTIONS RUNNING WITH THE LAND**

PROJECT NAME:	The Docks Riverfront Promenade/Pioneer Landing Park (“Docks”) Property Transfer
PROJECT ADDRESS:	0 Front Street, Sacramento, CA
PROJECT APN:	006-0241-007 & 006-0241-011
IPA #	N/A
EFFECTIVE DATE:	

NOTICE: THIS REGULATORY AGREEMENT IMPOSES COVENANTS, CONDITIONS AND RESTRICTIONS ON THE PROPERTY WHICH STAY WITH THE PROPERTY FOR MANY YEARS, INCLUDING RESTRICTIONS ON THE USE OF THE PROPERTY.

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS ACKNOWLEDGED, AGENCY AND OWNER HAVE ENTERED THIS REGULATORY AGREEMENT AS OF THE EFFECTIVE DATE.

- 1. GENERAL.** This Regulatory Agreement includes the Exhibits listed below, which are attached to and incorporated in this Regulatory Agreement by this reference.
- 2. DEFINITIONS.** The capitalized terms in this Regulatory Agreement shall have the meanings assigned in the following definitions table and in the body of the Regulatory Agreement. (Terms being defined are indicated by quotation marks.)

TERM	DEFINITION	
“Effective Date”	This Regulatory Agreement shall be effective as of the foregoing date.	
“Agency”	The Redevelopment Agency of the City of Sacramento	
	A public body, corporate and politic	
“Owner”	City of Sacramento	
“Agency Address”	Agency’s business address is 801 12 th Street, Sacramento, California 95814	
“Owner Address”	Owner’s business address is as follows:	915 I Street, 5th Floor, Sacramento, CA 95814
“Jurisdiction”	City of Sacramento	
“Property”	That certain real property which is subject to this Regulatory Agreement as further described in the legal description, attached as Exhibit A – Legal Description of the Property.	
“Funding Agreement”	Not applicable	Dated:
“Agency Funding”	Tax Increment	

“Funding Requirements”	N/A
“Term”	The Term of each of the respective covenants, conditions and restrictions contained in this Regulatory Agreement is the term stated in Section 6 below.
“Special Provisions”	1. None.
“Approved Use”	Owner shall assure that the property is used only for the following Approved Uses:
	The current use for the property as the Docks Riverfront Promenade/Pioneer Landing Park and any use as allowed under the Merged Downtown Redevelopment Plan in effect at the time of any change in use, sale or transfer.

3. **REPRESENTATIONS.** Agency has provided good and valuable consideration. The funds used by Agency to acquire the Property are funds from public funding sources administered by Agency and their use is subject to certain requirements some of which are embodied in this Regulatory Agreement. Agency has undertaken its obligations conditioned upon Owner’s agreement, for itself and its successors and assigns, to comply with all provisions of this Regulatory Agreement. Owner has had full opportunity to make itself independently familiar with such limitations and restrictions, and Owner accepts them and agrees to comply fully with them.

4. **COVENANTS.** Unless Owner has received the prior written consent of Agency otherwise, Owner shall fully comply with each and every covenant contained herein.

5. **NATURE OF COVENANTS.** The provisions contained in this Regulatory Agreement are covenants that subject and burden the Property, as covenants running with the land. It is intended and agreed that the agreements and covenants provided in the Agreement shall be covenants running with the land and equitable servitudes on the land and that they shall, in any event, and without regard to technical classifications or designation, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Agency, the Agency's successors and assigns, any other governmental entity acting within its authority and any successor in interest to Agency's interest under this Regulatory Agreement against the Owner, its successors and assigns and every successor in interest to all or any part of the Property.

6. **TERM.** The term of this Regulatory Agreement shall commence on the Effective Date and continue until the expiration of the Merged Downtown Redevelopment Plan.

7. **BINDING SUCCESSORS IN INTEREST.** This Regulatory Agreement shall bind and the benefits shall inure to the Owner, its successors in interest and assigns, and to the Agency and its successors for the term of this Regulatory Agreement.

8. **CONTRADICTORY AGREEMENTS.** Owner warrants that it has not, and will not, execute any other agreement with provisions in contradiction or opposition to the provisions of this Regulatory Agreement, and that, in any event, the requirements of this Regulatory Agreement are paramount and controlling as to the rights and obligations stated and supersede any other requirements in conflict with this Regulatory Agreement.

9. **NOTICES.** Written notices and other written communications by and between the parties shall be addressed to the Owner at the Owner Address and to the Agency at the Agency Address or such other address as each respective party has designated by written notice to the other party.

THE PARTIES HAVE EXECUTED THIS REGULATORY AGREEMENT in Sacramento, California as of the date first written above.

OWNER : CITY OF SACRAMENTO

AGENCY: THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

By: _____
Print Name: _____
Title: _____
For William H. Edgar, Interim City Manager

By: _____
La Shelle Dozier
Executive Director

Approved as to form:

Approved as to form:

City Attorney

Agency Counsel

Attest:

City Clerk

Dated

[NOTARIZED ACKNOWLEDGEMENTS]

EXHIBIT A
Legal Description

Beginning at a point formed by the intersection of the South line of "R" Street produced Westerly, with a line drawn parallel with and 80.00 feet Westerly of the Easterly line of Front Street of the City of Sacramento;

Thence from said point of beginning, Westerly, along the Westerly extension of the Southerly line of "R" Street to the center line of the Sacramento River;

Thence Northeasterly, along the center line of the Sacramento River to a point on the Westerly extension of the Northerly line of "Q" Street, said point being also the Southwest corner of the Parcel of land described in that deed to the City of Sacramento Recorded in Book 334 of Deeds at Page 130, Sacramento County Records;

Thence Southeasterly, along the Westerly extension of the Northerly line of "Q" Street, and along the Southerly line of that Parcel of land described in that Deed to the City of Sacramento Recorded in Book 334 of Deeds at Page 130, Sacramento County Records, to a point in a line drawn parallel with and 80.00 feet Westerly of the Easterly line of Front Street of the City of Sacramento.

Thence Southwesterly, along a line parallel with and 80.00 feet Westerly of the Easterly line of Front Street, to the point of beginning.

Excepting therefrom any portion thereof described in the Deed to the City of Sacramento, Recorded in Book 334 of Deeds at Page 130;

Further excepting therefrom all that portion thereof described in the Deed to the Southern Pacific Railroad Company, Recorded in Book 1394 of Official Records, at Page 258;

Further excepting therefrom all that portion thereof described in the Deed to the State of California, Recorded in book 690507 of Official Records, at Page 170;

Further excepting and Reserving therefrom all minerals, oil, gas and geothermal rights below a depth of 500 feet of said land, without the right of surface entry, as reserved in the Deed from the Western Pacific Railroad Company, a Delaware Corporation, Recorded December 21, 1979 in Book 7912-21, Page 1230, Official Records.

Further excepting therefrom all that portion of said land not included within the Parcel boundaries of the patent of the Rancho New Helvetia from the United States of America to John A. Sutter on June 20, 1866 the date of issuance of said patent, or is not alluvion which has accreted to said Rancho by natural causes.

Further excepting therefrom all that portion thereof described in the Deed to the State of California, Recorded in Book 710928 of Official Records, at Page 686;

Further excepting therefrom any portion of Parcel 2 as described in the Deed to the Redevelopment Agency of the City of Sacramento, Recorded in Book 851212 of Official Records, at Page 1095;

Assessor's Parcel No: 006-0241-007

That portion of the City of Sacramento bounded as follows:

On the North by the Westerly prolongation of the Southerly line of "P" Street of the City of Sacramento; on the South by the Westerly prolongation of the Northerly line of "Q" Street of the City of Sacramento; on the East

by the Westerly line of Front Street of the City of Sacramento; and on the West by the ordinary high water line of the Sacramento River, as defined in that certain Stipulation of Judgment and Order (Docks), a certified copy of which was Recorded September 2, 1988, in Book 880902, Page 1001, of Official Records.

Excepting therefrom all that portion thereof described in the Grant Deed to the State of California, Recorded December 30, 1966, in Book 661230, Page 568, of Official Records.

Assessor's Parcel No: 006-0241-011

NO FEE DOCUMENT:

Entitled to free recording
per Government Code 27383.
When recorded, return to:
SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY
801 12th Street
Sacramento, CA 95814

**REGULATORY AGREEMENT
FOR NON-RESIDENTIAL DEVELOPMENT
INCLUDING COVENANTS, CONDITIONS AND RESTRICTIONS RUNNING WITH THE LAND**

PROJECT NAME:	J. Neely Johnson Property Transfer
PROJECT ADDRESS:	0 11 th Street, Sacramento, CA
PROJECT APN:	002-0116-047
IPA #	N/A
EFFECTIVE DATE:	

NOTICE: THIS REGULATORY AGREEMENT IMPOSES COVENANTS, CONDITIONS AND RESTRICTIONS ON THE PROPERTY WHICH STAY WITH THE PROPERTY FOR MANY YEARS, INCLUDING RESTRICTIONS ON THE USE OF THE PROPERTY.

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS ACKNOWLEDGED, AGENCY AND OWNER HAVE ENTERED THIS REGULATORY AGREEMENT AS OF THE EFFECTIVE DATE.

- 1. GENERAL.** This Regulatory Agreement includes the Exhibits listed below, which are attached to and incorporated in this Regulatory Agreement by this reference.
- 2. DEFINITIONS.** The capitalized terms in this Regulatory Agreement shall have the meanings assigned in the following definitions table and in the body of the Regulatory Agreement. (Terms being defined are indicated by quotation marks.)

TERM	DEFINITION	
“Effective Date”	This Regulatory Agreement shall be effective as of the foregoing date:	
“Agency”	The Redevelopment Agency of the City of Sacramento	
	A public body, corporate and politic	
“Owner” and “Developer”	City of Sacramento	
“Agency Address”	Agency’s business address is 801 12 th Street, Sacramento, California 95814	
“Owner Address”	Owner’s business address is as follows:	915 I Street, 5th Floor, Sacramento, CA 95814
“Jurisdiction”	City of Sacramento	
“Property”	That certain real property which is subject to this Regulatory Agreement as further described in the legal description, attached as Exhibit A – Legal Description of the Property.	
“Funding Agreement”	Not applicable	
		Dated:
“Agency Funding”	Community Development Block Grant	

“Funding Requirements”	N/A
“Term”	The Term of each of the respective covenants, conditions and restrictions contained in this Regulatory Agreement is the term stated in Section 6 below.
“Special Provisions”	1. Revenue generated by any sale of a portion or all of the Property shall be treated as program income subject to all then applicable program requirements governing use of Community Development Block Grant (“CDBG”) funds. Revenue generated by any sale of a portion or all of the Property shall be treated as program income subject to all program requirements governing use of CDBG funds. In the event of the termination of the CDBG program, such revenue shall be returned to Agency.
“Approved Use”	Owner shall assure that the property is used only for the following Approved Uses: The current use for the property as J. Neely Johnson Park and any use eligible under CDBG.

3. **REPRESENTATIONS.** Agency has provided good and valuable consideration. The funds used by Agency to acquire the Property are funds from public funding sources administered by Agency and their use is subject to certain requirements some of which are embodied in this Regulatory Agreement. Agency has undertaken its obligations conditioned upon Owner’s agreement, for itself and its successors and assigns, to comply with all provisions of this Regulatory Agreement. Owner has had full opportunity to make itself independently familiar with such limitations and restrictions, and Owner accepts them and agrees to comply fully with them.

4. **COVENANTS.** Unless Owner has received the prior written consent of Agency otherwise, Owner shall fully comply with each and every covenant contained herein.

5. **NATURE OF COVENANTS.** The provisions contained in this Regulatory Agreement are covenants that subject and burden the Property, as covenants running with the land. It is intended and agreed that the agreements and covenants provided in the Agreement shall be covenants running with the land and equitable servitudes on the land and that they shall, in any event, and without regard to technical classifications or designation, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Agency, the Agency's successors and assigns, any other governmental entity acting within its authority and any successor in interest to Agency's interest under this Regulatory Agreement against the Owner, its successors and assigns and every successor in interest to all or any part of the Property.

1. **TERM.** The term of this Regulatory Agreement shall commence on the Effective Date and continue pursuant to applicable CDBG regulations. .

2. **BINDING SUCCESSORS IN INTEREST.** This Regulatory Agreement shall bind and the benefits shall inure to the Owner, its successors in interest and assigns, and to the Agency and its successors for the term of this Regulatory Agreement.

3. **CONTRADICTORY AGREEMENTS.** Owner warrants that it has not, and will not, execute any other agreement with provisions in contradiction or opposition to the provisions of this Regulatory Agreement, and that, in any event, the requirements of this Regulatory Agreement are paramount and controlling as to the rights and obligations stated and supersede any other requirements in conflict with this Regulatory Agreement.

4. **NOTICES.** Written notices and other written communications by and between the parties shall be addressed to the Owner at the Owner Address and to the Agency at the Agency Address or such other address as each respective party has designated by written notice to the other party.

THE PARTIES HAVE EXECUTED THIS REGULATORY AGREEMENT in Sacramento, California as of the date first written above.

OWNER : CITY OF SACRAMENTO

AGENCY: THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

By: _____
Print Name: _____
Title: _____
For William H. Edgar, Interim City Manager

By: _____
La Shelle Dozier
Executive Director

Approved as to form:

Approved as to form:

City Attorney

Agency Counsel

Attest:

City Clerk

Dated

[NOTARIZED ACKNOWLEDGEMENTS]

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Sacramento, County of Sacramento, State of California, described as follows:

ALL THAT PORTION OF THE EAST ONE-HALF OF 11TH STREET LYING BETWEEN THE WESTERLY PRODUCTION OF THE NORTHERLY AND SOUTHERLY LINES OF THE NORTH ONE-QUARTER OF LOT 8, IN THE BLOCK BOUNDED BY 11TH, 12TH, E AND F STREETS IN SAID CITY.

APN: 002-0116-047

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE is made as of the _____ day of _____, 2011, between **REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO** (“Assignor”), and **CITY OF SACRAMENTO** (“Assignee”).

Recitals

A. Assignor is the owner of certain real property more particularly described in Exhibit “A” attached hereto. The property is commonly known as St. Rose of Lima Park and is located at 705 K Street, Sacramento, California. Portions of the property are leased to **SEQUOIA INVESTMENTS, L.P.**, pursuant to a Lease dated **July 11, 2006**, and as amended **November 11, 2009**, (“Lease”). A copy of the Lease has been delivered to Assignee and Assignee is familiar with the terms thereof.

B. Concurrent herewith, Assignor is transferring the real property to Assignee. In connection with the transfer, Assignor desires to assign the Lease and all rights there under to Assignee and Assignee desires to assume Assignor’s obligations there under.

Agreement

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the parties hereby agree as follows:

1. **Assignment and Assumption of Lease**. Effective as of the transfer of the property, Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in and to the Lease and Assignee agrees to assume and be bound by all of the obligations of the lessor there under. Assignee agrees to indemnify, defend and hold Assignor harmless from any failure by Assignee to perform its obligations under the Lease from and after the effective date of this assignment and Assignor agrees to indemnify, defend and hold Assignee harmless from any failure by Assignor to perform its obligations under the Lease prior to the effective date of this assignment.

2. **Governing Law**. This agreement shall be governed by the laws of the State of California.

3. **Counterparts**. This assignment may be executed in two or more counterparts and by facsimile by the parties and will become effective and binding upon the parties at such time as all of the signatories hereto have signed a counterpart of this assignment. All counterparts so executed shall constitute one agreement

binding on all parties to this Assignment, notwithstanding that all parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the date and year first-above written.

ASSIGNEE: CITY OF SACRAMENTO By: _____ William J. Edgar, Interim City Manager	ASSIGNOR: REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO By: _____ La Shelle Dozier Executive Director
--	--

EXHIBIT A

Real property in the City of Sacramento, County of Sacramento, State of California, described as follows:

LOTS 7 AND 8 IN THE BLOCK BOUNDED BY 7TH AND 8TH AND "J" AND "K", STREETS OF THE CITY OF SACRAMENTO ACCORDING TO THE MAP OF PLAN THEREOF.

EXCEPTING THEREFROM THE NORTH 20 FEET OF SAID LOTS 7 AND 8.

AND ALSO EXCEPTING THEREFROM ALL THAT PORTION OF SAID LOT 7 FRONTING 2 FEET ON THE NORTHERLY SIDE OF SAID "K" STREET AND EXTENDING OF THAT WIDTH NORTHWARDLY ALONG THE WESTERLY SIDE OF LOT 6 A DISTANCE OF 140 FEET, MORE OR LESS, TO CALIFORNIA STREET.

APN: 006-0096-020 and 006-0096-021