

RESOLUTION NO. _____

RESOLUTION OF THE GOVERNING BOARD OF THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO DETERMINING NEED TO TAKE ACTION ON ITEM NOT ON THE POSTED AGENDA AS HAVING ARISEN SUBSEQUENT TO THE AGENDA BEING POSTED.

WHEREAS, on Monday, June 22, 1993, Capitol Mall Partners, L.P., a California limited partnership, RAR Sacramento, L.P., a California limited partnership, Rockefeller & Associates, L.P., a California limited partnership, McCuen Capitol Mall Partners, L.P., a California limited partnership, McCuen Properties, a California limited partnership and/or a sole proprietorship and Peter McCuen, an individual (hereinafter collectively "CMP") as parties to that certain Disposition and Development Agreement of the Agency dated as January 18, 1991 (hereinafter "DDA") proposed an extension of certain time requirements subject to certain agreements with the Agency; and

WHEREAS, the aforesaid proposal requires the approval of the Agency; and

WHEREAS, the aforesaid proposal arose within the seventy-two hour period preceding this meeting; and

WHEREAS, the Agency is authorized under such circumstances to add an item to the posted agenda in order to take action;

NOW, THEREFORE, THE GOVERNING BOARD OF THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO hereby resolves as follows:

1. The Agency hereby finds and determines that the proposal of CMP, and the need to take action thereupon, arose within the seventy-two (72) hour period preceding this meeting.

2. The Agency does hereby add to its agenda pursuant to Government Code section 54954.2(b)(2) an item to consider and act upon a resolution proposed by staff relating the aforesaid proposal of CMP.

RESOLUTION NO. _____

ON A MOTION by Board Member _____, seconded by Board Member _____, the foregoing resolution was passed and adopted this 23rd day of June, 1992, by the following vote to wit:

Ayes:

Noes:

Absent:

REDEVELOPMENT AGENCY OF
THE CITY OF SACRAMENTO

By: _____
Chairperson

Attested By:

Agency Clerk

LAW OFFICES OF
BRENTON A. BLEIER

1001 G STREET, SUITE 101
SACRAMENTO, CALIFORNIA 95814-0834

BRENTON A. BLEIER
ALAN C. CAMPBELL
ARNOLD J. WOLF
PETER H. MASON
DENNIS M. DART
JAMES W. CALNINS
SUSAN R. DENIGUS

OF COUNSEL
BRADFORD A. BLEIER
LT. JAGC, UNITED STATES NAVY

AREA CODE 916
TELEPHONE 444-5204
FACSIMILE 444-0194

June 23, 1992

BY FACSIMILE

Franklin Brockway Gowdy, Esq.
BROBECK, PHLEGER & HARRISON
Spear Street Tower
One Market Plaza
San Francisco, CA 94105

Re: Interim Standstill Agreement
Dispute Re Disposition of Deposit
Lot A: Capitol Mall Partners

Dear Mr. Gowdy:

We have agreed on behalf of our respective clients¹ as follows:

- The period within which the Agency shall make any determination required of it relative to the disposition of the Deposit shall be extended to and including Tuesday, July 14, 1992;²
- During the period to and including July 14, 1992, there shall be a standstill period during which neither CMP nor the Agency

¹ We understand you to represent for this purpose Capitol Mall Partners, L.P., a California limited partnership, RAR Sacramento, L.P., a California limited partnership, Rockefeller & Associates, L.P., a California limited partnership, McCuen Capitol Mall Partners, L.P., a California limited partnership, McCuen Properties, a California limited partnership and/or a sole proprietorship and Peter McCuen, an individual as their respective interests may be implicated hereby (hereinafter collectively "CMP"). On the other hand, we represent the Redevelopment Agency of the City of Sacramento, sometimes doing business as the Sacramento Housing and Redevelopment Agency, the City of Sacramento and the Parking Authority of the City of Sacramento as their respective interests may be implicated hereby (hereinafter collectively "Agency"). There is an important caveat as to our commitment in this representation however: while I have now reviewed the elements of this agreement with Director Molloy and obtained his approval and concurrence, all of the provisions of this letter are expressly subject to the approval of the Agency this evening. However, Director Molloy concurs and joins with my recommendation to the Agency to approve this agreement.

² It is understood and agreed that the Governing Board/City Council has a regularly scheduled meeting on that date and the results of any determination made during that meeting shall be communicated on the following day.

LAW OFFICES OF
BRENTON A. BLEIER

Franklin Brockway Gowdy, Esq.
BROBECK, PHLEGER & HARRISON
June 23, 1992
Page 2

shall initiate litigation against the other with respect to the captioned matter;

- Subject to statutory obligations and requisite procedures of the Court, the parties agree that, during the period to and including July 14, 1992, neither CMP nor the Agency will initiate judicial procedures or pleadings in that certain matter entitled *River City Bank v. McCuen, et al.*, Sacramento Superior Court No. 527791;³
- Subject to statutory obligations and requisite procedures of the courts of the State of New York,⁴ the parties agree that, during the period to and including July 14, 1992, neither CMP nor the Agency will initiate judicial procedures or pleadings with respect to the response of Chase Manhattan Bank to the demand of the Agency for payment of that certain Letter of Credit No PC095177;
- During the period to and including July 14, 1992, CMP and the Agency, and their respective attorneys, will cooperate, one with the other, in mutual and informal discovery procedures relating to the disclosure of potential parol evidence of the intent of the parties at the time of the drafting of the DDA;⁵
- During the period to and including July 14, 1992 and as soon as reasonably feasible therein, CMP shall submit to the Agency such materials⁶ as CMP shall contend establish the "good

³ We believe that we have ample time available for response within the statutorily authorized period. If it is determined that we do not, we will attempt to obtain an extension for that period.

⁴ We do not believe that any statutory or other obligations exist such as would require action by the Agency within the specified period. However, the research on those issues has not been completed and we must, accordingly, reserve the right so to do.

⁵ This is intended to include without limitation the parties' letters, notes, internal memoranda, preliminary drafts, discussion drafts, negotiation drafts, provided that this agreement is not intended to, and does not, extend to attorney work product and/or attorney-client communications.

⁶ It is understood and agreed that such materials may be redacted by CMP to such a degree as it may deem reasonably necessary, provided that it shall make the non-redacted versions of the documents available for the inspection (without copying) of the Agency for the purpose of confirming the authenticity of the redacted documents submitted to the Agency.

LAW OFFICES OF
BRENTON A. BLEIER

Franklin Brockway Gowdy, Esq.
BROBECK, PHLEGER & HARRISON
June 23, 1992
Page 3

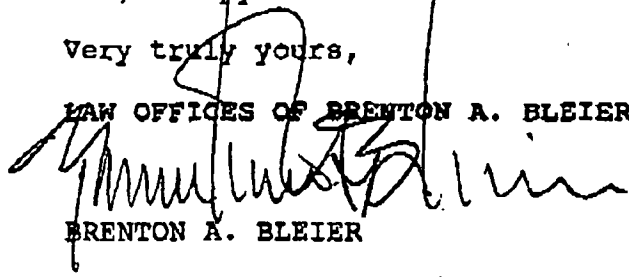
faith" of CMP as set forth in the relevant provisions of the DDA with respect to the disposition of the Deposit.⁷

We believe that the foregoing agreement will mutually aid the parties in evaluating more effectively the relative positions of the other with respect to the issues at hand.

If the foregoing accurately reflects our entire understanding and agreement with respect to the foregoing and captioned matters, please so indicate by signing and returning (by facsimile and, subsequently by surface mail) a copy of this letter.

Very truly yours,

LAW OFFICES OF BRENTON A. BLEIER



BRENTON A. BLEIER

BAB/sk

cc: John Molloy, Executive Director
Thomas C. Lee, Deputy Executive Director
Brita Ribarik, Assistant General Counsel

The foregoing letter accurately summarizes our agreement and we are authorized to execute this approval and acknowledgement on behalf of our clients.

BROBECK, PHLEGER & HARRISON


Franklin Brockway Gowdy, Esq.

Dated: June 23, 1992.

⁷ CMP contends that these materials are additional and supplementary to (1) the asserted offer of Mr. Hatch of June 12, 1992 to allow the Agency's representatives to examine documents at CMP offices and (2) the inspection (without copying) of certain non-redacted documents afforded to Agency representatives on the morning of June 22, 1992 in Sacramento.