

18

RECEIVED
CITY CLERK'S OFFICE
CITY OF SACRAMENTO

**SIERRA-CURTIS
NEIGHBORHOOD ASSOCIATION**
2771 24th Street
Sacramento, CA 95818

FEB 4 12 43 PM '81

February 4, 1981

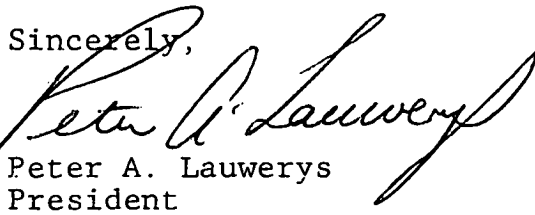
Ms. Lorraine Magana
City Clerk
City Hall, 915 I Street
Sacramento, CA 95814

Dear Ms. Magana:

This is a request for a place on the regular agenda of the City Council meeting to be held on Tuesday, February 10, 1981.

The Sierra-Curtis Neighborhood Association would like an opportunity to address the City Council on the issue of the South Sacramento Railroad Yard, also known as the Western Pacific Railroad Yard.

I enclose copies of letters already sent to each member of the City Council along with supportive documentation. Thank you for your cooperation.

Sincerely,

Peter A. Lauwerys
President

PAL/pf
cc: D. Thompson

Enclosures

**SIERRA-CURTIS
NEIGHBORHOOD ASSOCIATION**
2771 24th Street
Sacramento, CA 95818

January 29, 1981

Honorable Members of the City Council
City of Sacramento, City Hall
Sacramento, California 95814

Honorable Members of the City Council:

The Sierra-Curtis Neighborhood Association is dedicated to the education, recreation, safety, general welfare, and improvement of the portion of Sacramento known as the Sierra-Curtis neighborhood. We are especially concerned with the impact that the Western Pacific Railroad Yard has on our immediate neighborhood. We have expressed our concerns on numerous occasions to officials of the City of Sacramento which retains certain powers over the land referred to as the Sacramento Western Pacific Railroad Yard.

The Board of Directors of the SCNA met on Monday, January 26, 1981 and instructed me to write this letter to you immediately.

The Sierra-Curtis Neighborhood Association now understands that the Union Pacific Railroad Company has purchased the Western Pacific Railroad and all of its assets subject to the Interstate Commerce Commission (ICC) approval. We are, quite naturally, very concerned about any future plans that the Union Pacific Railroad has for the neighborhood yard and what agreements the City of Sacramento will reach with the new owner of the Western Pacific Railroad Company.

We wish to bring to your attention the exact language concerning the city's rights by quoting from the 1909 grant of the Land, the fact that the City of Sacramento

RETAINS ALL RIGHTS TO "RE-ENTER UPON AND
REPOSSESS SUCH OF THE LAND" (Western Pacific
Railroad Yard) that were originally conveyed
to the Western Pacific Railroad Company with
very specific conditions.

The Sierra-Curtis Neighborhood Association has been provided with information that indicates that the Western Pacific Railroad Company has failed to adhere to the original conditions of the grant and is therefore in violation of the grant and the Western Pacific Railroad commitments to the City of Sacramento and its citizens.

Honorable Members of the City Council
January 27, 1981
Page Two

We respectfully urge the City Council to pass a resolution as soon as possible which clearly indicates that the City of Sacramento has in no way abandoned its rights over the Sacramento Western Pacific Railroad Yard.

Our Legal Counsel, Mr. Richard Huff, has drawn up a proposed resolution for your consideration which is attached to this letter.

This resolution is important so that the City's rights are not jeopardized in light of the sale of the Western Pacific Railroad Company. We consider it essential that the City Council act on the resolution as soon as possible and then proceed to investigate all aspects of any proposed land use in the Sacramento Western Pacific Railroad Yard together with the failure of the Western Pacific Company to carry out its promises to the City of Sacramento. In addition, the City should investigate the manner in which the Western Pacific has modified its land usage at the Railroad Yard.

Thank you for your support and interest.

Sincerely,



Peter A. Lauwerys
President, SCNA

cc: Richard Huff

PAL/pf

RESOLUTION No.

Adopted by The Sacramento City Council on date of

WHEREAS, Western Pacific Railroad Company was given certain property presently located within the City of Sacramento upon the condition that it be used for its main railroad and repair shops in the State of California, and

WHEREAS, the reversionary interest in said property vests in the City of Sacramento with the right to terminate the ownership of Western Pacific and re-enter said property if the condition set forth in the gift deed to Western Pacific is not complied with, and

WHEREAS, the assets of Western Pacific Railroad are presently in the process of sale to Union Pacific Railroad, and

WHEREAS, the effects of said sale upon the conditions contained in said gift deed are unknown, and

WHEREAS, the citizens of Sacramento and especially those residents of the Sierra-Curtis Neighborhood adjoining the Western Pacific Railroad Yard have expressed concern about the impact of the sale on the neighborhood and on the continuing enforceability of the conditions in the original gift deed,

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

That the City of Sacramento hereby reaffirms all of its rights under the original gift deed to Western Pacific Railroad and asserts that all conditions contained in said gift deed shall be binding upon any and all successors to Western Pacific Railroad and further that, specifically, the City of Sacramento reserves its rights to terminate Western Pacific's as well as the successors' interests in its property and to re-enter said property.



CITY OF SACRAMENTO

A.

JAMES P. JACKSON
CITY ATTORNEY

THEODORE H. KOBEY, JR.
ASSISTANT CITY ATTORNEY

LELIAND J. SAVAGE
DAVID BENJAMIN
SAM JACKSON
WILLIAM P. CARNAZZO
SABINA ANN GILBERT
STEPHEN B. NOCITA
DEPUTY CITY ATTORNEYS

DEPARTMENT OF LAW

812 TENTH ST.
SUITE 201

SACRAMENTO, CALIF. 95814
TELEPHONE (916) 449-5146

December 11, 1980

Councilman Dan Thompson
City Hall
Sacramento, California 95814

RE: Western Pacific Railroad Yard

Dear Councilman Thompson:


You have asked about the City's relationship to the Western Pacific Railroad Yard. The City does not have a lease with Western Pacific for the use of the railroad facility. The history of our relationship with Western Pacific in this regard is as follows:

In the early 1900's the citizens of Sacramento, by donations from individuals, contributed approximately \$60,000 which was used to purchase the present Western Pacific Railroad Yard. This money was raised in part, to encourage the formation of Western Pacific and to provide competition to Southern Pacific. The attached indenture (in part) dated January 30, 1909 indicates the terms and conditions of the conveyance to Western Pacific. In summary, Western Pacific is required to maintain the donated property as their main railroad and repair shop in California. The Indenture contains language establishing a procedure for substituting property in Sacramento County in place of the donated property. It provides that in the event of any breach of the conditions, then the City may re-enter and repossess the property and the right, title and interest of Western Pacific in the property shall cease.

In the early 1970's Western Pacific built a repair and maintenance facility in Stockton and moved some of its personnel to that site. At that time, the City Council adopted a Resolution indicating they were not waiving any rights which the City may have to re-enter Western Pacific's property. I have asked the City Clerk to locate a copy of that Resolution. I will send it to you after I receive it.

If you have any additional questions, please let me know.

Very truly yours,


JAMES P. JACKSON
City Attorney

JPJ:KMF

cc: Carla Foreman
2771 24th Street
Sacramento, California 95818

ATTACHMENT

B1

THIS INDENTURE, made this 30th day of January 1909, by and between P. C. BRESCHER, of the City of Sacramento, State of California, party of the first part, and the said CITY OF SACRAMENTO, a municipal corporation of the State of California, party of the second part,

WITNESSETH:

WHEREAS the party of the first part has this day but heretofore executed and delivered to Western Pacific Railway Company, a railroad corporation, a deed conveying certain lands in the immediate vicinity of the said City of Sacramento to said Western Pacific Railway Company upon a certain condition subsequent therein set out, which said deed is in the words and figures following, to wit:

"THIS INDENTURE made this 30th day of January 1909, by and between P. C. BRESCHER of the City of Sacramento, State of California, party of the first part, and WESTERN PACIFIC RAILWAY COMPANY, a railroad corporation of the State of California, party of the second part,

WITNESSETH:

THAT WHEREAS the party of the first part herein has acquired the property hereinafter described and conveyed with money contributed by the citizens of Sacramento and vicinity for the public benefit of the inhabitants of said City and vicinity and for the purpose of conveying said property to the grantee on the terms and conditions herein specified,

THEREFORE in consideration of the construction and maintenance of the shops hereinafter mentioned, the party of the first part has granted, bargained and sold, and by these presents does grant, bargain and sell unto the said party of the second

B2

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns forever, subject, however, to the following conditions subsequent, to wit:

That the party of the second part shall at or before the time of the commencement of operation of its railroad from the City of Salt Lake, State of Utah, to the City of San Francisco, State of California, locate and commence the construction on the said land hereby conveyed to it of the main railroad and repair shops in California of said railroad and shall thereafter complete with diligence and forever maintain the same upon said land, or upon such additional or other land in said County in the immediate vicinity of the City of Sacramento, State of California, as may be substituted therefor as hereinafter provided.

The party of the second part shall have the right at any time and from time to time (but only upon the written approval and consent of the City of Sacramento duly executed by said City and the grantees herein and acknowledged and recorded in the office of the County Recorder of said County of Sacramento) to substitute either in whole or in part for the land hereby conveyed to the party of the second part, other land in said Sacramento County in the immediate vicinity of said City of Sacramento as the site for said shops or a portion thereof.

An ordinance or resolution, adopted by a majority of the Board of Trustees of said City, and approved by the Mayor, shall be required to constitute the approval and consent of said City herein provided for. The said City of Sacramento shall have

Lands hereby conveyed as herein provided.

the lands hereby conveyed or other lands substituted for the
they actually maintain an integral portion of said shops upon
upon said shop site or lands substituted therefor, so long as
ing thereon shops in addition to those erected and maintained
ed therefor as hereinafter provided) and existing and maintain-
said above described property (or adjoining the lands substituted
Western Pacific Railway Company ~~and~~ adjoining lands adjoining

Provided further that nothing herein shall prevent said

be subject to such conditions.

equal in acreage to the lands hereby conveyed shall at all times
the land hereby conveyed is freed therefrom, and also that lands
land shall be first made subject to all such conditions before
soever, provided, however, in each instance that the substituted
or assigns, in fee simple absolute free of any condition what-
shall be owned by the party of the second part, its successors
hereby conveyed, such part for which such substitution is made
consent of the said City of Sacramento, for a part of the land
case of such substitution, with the said written approval and
fee simple absolute free of any condition whatsoever; and in
the party of the second part, its successors or assigns, in
relieved of the condition herein specified and shall be owned by
land hereby conveyed, all of said land shall thereupon be
approval and consent of said City of Sacramento, for all of the
In case of such substitution, with the said written

specified.

its successors or assigns, upon the condition expressed herein
conveyed shall be held by said Western Pacific Railway Company,
land so substituted for all or any portion of the land hereby
as it may deem best, including the right to require that the
to require such conditions in connection with such substitution
the right in any case to withdraw said approval and consent of

B3

B4

In case of any breach of the condition subsequent hereinbefore specified, the party of the first part, his heirs, successors and assigns, shall have the right to re-enter upon and re-possess such of the land hereby conveyed for which no substitution has been made and also such substituted lands made subject to said condition as herein provided and thereupon all right, title and interest of the party of the second part, its successors or assigns, in or to the lands as to which such right of re-entry or re-possession exists, shall cease and determine.

IN WITNESS WHEREOF the party of the first part has hereunto signed his name, the day and year first above written.

(signed) J. C. Drescher

NOW for and in consideration of the sum of Ten Dollars, to him in hand paid by the said party of the second part at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, the party of the first part has granted, and by these presents does grant, unto the party of the second part, its successors and assigns forever, all the right, title and interest, remainder and reversion, in and to the lands so conveyed by the party of the first part to said Western Pacific Railway Company by the said deed hereinbefore set out remaining in the party of the first part after the execution and delivery of said deed, also in and to any land which may be hereafter substituted therefor as therein provided, including all right of re-entry and re-possession for breach of the conditions subsequent or any of them, specified in said deed.

B5

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors forever, without the right given to

1 STATE OF CALIFORNIA)
2 COUNTY OF SACRAMENTO) ss

3 On this 30th day of January, in the year 1909,
4 before me, ARTHUR E. MILLER, a Notary Public in and for said
5 County and State, personally appeared P. C. DRESCHER, known to
6 me to be the person whose name is subscribed to the within
7 instrument, and acknowledged to me that he executed the same.
8

Arthur E Miller
Notary Public in and for the County of
Sacramento, State of California.



CITY OF SACRAMENTO

C.

DEPARTMENT OF LAW

812 TENTH ST SACRAMENTO, CALIF 95814
SUITE 201 TELEPHONE (916) 449-5346

JAMES P. JACKSON
CITY ATTORNEY
THEODORE H. KOBEY, JR.
ASSISTANT CITY ATTORNEY
LELAND J. SAVAGE
DAVID BENJAMIN
SAM JACKSON
WILLIAM P. CARNAZZO
SABINA ANN GILBERT
STEPHEN B. NOCITA
DEPUTY CITY ATTORNEYS

January 8, 1981

Councilman Daniel E. Thompson
City Hall, Room 205
915 "I" Street
Sacramento, CA 95814

Re: Western Pacific Railroad Company - Sacramento Yard

Dear Councilman Thompson:

In accordance with my letter to you dated December 11, 1980 on the above subject, I enclose a copy of Resolution No. 832, adopted June 19, 1969.

This resolution specifies that there is no waiver of the City's right to terminate Western Pacific's interest in its property or our right to re-enter the property pursuant to the deed conveying the property to Western Pacific in 1909.

I also enclose my report to the Council on this subject dated May 20, 1969. I will discuss this subject with Walt Slipe to determine the extent of the present use of the Western Pacific yards.

Very truly yours,


JAMES P. JACKSON
City Attorney

JPJ:a

enclosure



CITY OF SACRAMENTO
DEPARTMENT OF LAW

812 10TH STREET, SUITE 201
SACRAMENTO, CALIFORNIA 95811
Telephone (916) 449-5345

JAMES P. JACKSON, City Attorney
DAVID W. McMURTRY, Assistant City Attorney
JOHN LIEBERT, Deputy City Attorney

D₁

File No. _____
Council Document No. _____
CITY CLERKS OFFICE

June 19, 1969

Honorable City Council
Council Chamber
City Hall
Sacramento, California

Members in Session:

Attached herewith is a resolution relating to the property located within the City of Sacramento and presently occupied by Western Pacific Railroad Company for its maintenance and repair shops. This subject was discussed in detail in my letter to the City Council on May 20, 1969.

In order that inaction by the City Council on this matter not be construed as waiving any rights of the City to re-enter the property occupied by Western Pacific, we recommend the adoption of the attached resolution.

Very truly yours,

James P. Jackson
JAMES P. JACKSON
CITY ATTORNEY

APPROVED:

Richard L. Rathen
RICHARD L. RATHEN, CITY MANAGER

JPJ:gd

attachment

APPROVED
CITY CLERK
JUN 23 1969

RESOLUTION No. 8-11

Adopted by The Sacramento City Council on date of

D2

WHEREAS, Western Pacific Railroad Company was given certain property presently located within the City of Sacramento upon the condition that it be used for its main railroad and repair shops in the State of California, and

WHEREAS, the reversionary interest in said property vests in the City of Sacramento with the right to terminate the ownership of Western Pacific and re-enter said property if the condition set forth in the gift deed to Western Pacific is not complied with, and

WHEREAS, Western Pacific intends to transfer a number of its employees presently working at the Sacramento Railroad yards to a new facility in Stockton, California, and

WHEREAS, said transfer of employees will result in a greater number of employees working in Stockton, California, than in Sacramento, California, and

WHEREAS, Western Pacific intends, no later than the year 1971, to increase the number of employees in the City of Sacramento so that it will closely approximate the number of employees working in the City of Stockton and to increase the plant facilities in the City of Sacramento so that they will have much greater value than the facilities located in the City of Stockton, and

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

That, in reliance upon the assurances of the Western Pacific Railroad Company as to its future plans to increase the number of employees in the City of Sacramento and to increase the value of its facilities located in the City of Sacramento, the City of Sacramento will not institute proceedings at this time to terminate the ownership of Western Pacific in the land upon which its maintenance shops are located in the City of Sacramento, and to re-enter said property, provided, however, that this decision of the City of Sacramento may be changed or modified at any time hereafter and shall not be construed in any way whatsoever as constituting a waiver of the rights of the City of Sacramento to terminate Western Pacific's interest in its property and to re-enter said property.

10-2-71

MAYOR

ATTEST:

CITY CLERK

ROLL CALL
SACRAMENTO CITY COUNCIL

D3

Item No. 38 Date JUN 19 1969

Moved By [Signature] Seconded By [Signature]

Motion _____

	Ayes	Absent	Noes	Not Voting
CHRISTENSEN	<input checked="" type="checkbox"/>			
FULLER	<input checked="" type="checkbox"/>			
MARRIOTT	<input checked="" type="checkbox"/>			
MCGHEE	<input checked="" type="checkbox"/>			
ROUSE		<input checked="" type="checkbox"/>		
SCURFIELD	<input checked="" type="checkbox"/>			
STATHOS	<input checked="" type="checkbox"/>			
TALKIN	<input checked="" type="checkbox"/>			
WONG	<input checked="" type="checkbox"/>			



CITY OF SACRAMENTO
DEPARTMENT OF LAW

812 10TH STREET, SUITE 201,
SACRAMENTO, CALIFORNIA 95814
Telephone (916) 442-2346

JAMES P. JACKSON, City Attorney
DAVID W. McMURTRY, Assistant City Attorney
JOHN LIEBERT, Deputy City Attorney

DA 28
FILE NO
Council Document
CITY CLERKS OFFICE

May 20, 1969

FILED
CITY COUNCIL

MAY 29 1969

ELMER C. CLEVELAND
CITY CLERK

Honorable City Council
Council Chamber
City Hall
Sacramento, California

Members in Session:

I am writing to the members of the City Council concerning the proposed move by the Western Pacific Railroad Company of some of its operations from Sacramento to Stockton. We were recently asked to investigate this move by some railroad employees and their representatives. It is a proper question to ask the City since the land in Sacramento occupied by Western Pacific for its maintenance shops was given to Western Pacific by the residents of the Sacramento area and certain conditions were attached to the gift.

Conditions Attached to Gift of Land to Western Pacific

In 1909, the citizens of the City of Sacramento donated \$60,000.00 for the purchase of the property presently occupied by the Western Pacific Maintenance Shops. This property was given to Western Pacific subject to the condition that Western Pacific "shall locate and commence the construction on the said land hereby conveyed to it of the main railroad and repair shops in California of said railroad and shall thereafter complete with diligence and forever maintain the same upon said land . . ."

Under the terms of the deed, the grantor reserved the right to re-enter and repossess the land in the event the above condition is violated. This right to re-enter and repossess the land was assigned to the City of Sacramento. The City accepted this assignment by Resolution, dated February 1, 1922.

D5

Western Pacific Relocation Plans

In response to our request Western Pacific has furnished us with information relating to its proposed development in Stockton and its effect on the Sacramento property. At the present time there are 226 employees in Sacramento and 79 employees in Stockton. With the development of a new engine repair facility in Stockton the number of employees there will greatly increase on and after July 1, 1969. After this relocation is accomplished this fall, there will be approximately 188 employees in Sacramento and 259 employees in Stockton. However, Sacramento will still have the higher assessed valuation, the greater building area, and will remain the largest land site in the State. The Sacramento assessed property value will be approximately \$2.9 million while the Stockton assessed value will be approximately \$2.2 million. By 1971, relocation of employees from other areas and expansion of facilities in Sacramento will result in the increase of employees in Sacramento to 242. The number of employees in Stockton will remain at 259. However, the total payroll in both cities will be approximately equal. In addition, the assessed value of the property in Sacramento, according to Western Pacific figures, will be approximately \$3.4 million while the assessed value in Stockton will remain at \$2.2 million.

City Manager Recommendation

The City Manager has asked me to state on his behalf that he recommends that the City Council do nothing at this time concerning the right of re-entry possessed by the City of Sacramento. It is his recommendation that we review this subject within the next year to eighteen months, to ascertain whether Western Pacific is accomplishing its proposed expansion plans in Sacramento. The fact that it is recommended that nothing be done at this time is certainly not intended to constitute a waiver in any way of the rights of the City to re-enter the Western Pacific property.

I have discussed the content of this letter with the individuals who initially raised this question and with Western Pacific officials. The railroad employees and their representatives who were interested in this matter are proceeding with their plans to move to Stockton.

D6

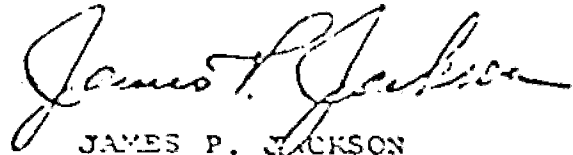
City Council

page 3

5/20/69

However, if any Councilman desires to discuss this matter further at a City Council meeting, please call me, and I will see that this subject is placed on a City Council Agenda.

Very truly yours,



JAMES P. JACKSON
City Attorney

JPJ:EW

422

D7

WP Is Told: Replace 38 Or Face Shop Franchise Loss

JUN 20 1969

The City Council warned Western Pacific Railroad Co. last night the city may terminate WP's franchise for its maintenance shop land if the railroad fails to replace the 38 employees being transferred from Sacramento to WP's expanded facility in Stockton.

The resolution unanimously adopted by the council also asserts that the WP facilities in Sacramento "have a much greater value than the facilities" in Stockton.

City Clerk Elmer Cleveland said the WP work force

here will be reduced to 188 after July 1 while the work force at the facility in Stockton is being increased from 73 to 259.

But he said WP has agreed to boost the work force at the railroad's main shop facility in Sacramento to 242 by 1971. These workers will come from other areas.

The franchise agreement WP has with the city for its 80-acre shop site just east of Sacramento City College was made 60 years ago on condition WP keep its main repair shops in California on that property.

The city investigated WP's plans earlier this year when it was revealed the railroad planned to move some of its employees to Stockton.

The agreement states that if WP fails to live up to its end of the deal, the land becomes the property of the city.

WP Will Transfer 30 To New Stockton Facility

MAR 7 1969

The Western Pacific Railroad Co. plans to transfer about 15 per cent of the work force at the company's Sacramento shop facility to Stockton about July 1.

E. T. Cuyler, WP's chief mechanical officer, said today about 30 of the 180 employees at the railroad's main shop facility in Sacramento will be moved.

And he indicated rumors of a massive reduction of WP operations in Sacramento are unfounded.

Main Shop Stays

"The railroad's main shop facility will continue to be here," he said. "I doubt if we'll ever leave here."

After July 1, he said, repairs and maintenance on WP's running stock will be shifted to a new facility under construction in Stockton with responsibility for general shop functions remaining in Sacramento.

"All shop orders for the whole railroad will continue to be done here," Cuyler said.

Probe By City

In a related development, the City of Sacramento is investigating the move to see if it violates a franchise agreement WP made with the city about 60 years ago.

City Attorney James Jackson explained that a group of Sacramento citizens purchased the 80-acre shop site and gave it to WP on condition that the railroad keep its main repair shops in California on that property.

The agreement states that if WP fails to live up to its end of the deal the land becomes the property of the city.

The facility is located just east of Sacramento City College.

RESOLUTION NO. 81-095

Adopted by The Sacramento City Council on date of

**RESOLUTION RELATING TO WESTERN
PACIFIC RAILROAD YARD**

WHEREAS in 1909 Western Pacific Railroad Company was given certain property presently located within the City of Sacramento upon the condition that it be used for its main railroad and repair shops in the State of California, and

WHEREAS, the reversionary interest in said property vests in the City of Sacramento with the right to terminate the ownership of Western Pacific and re-enter said property if the condition set forth in the gift deed to Western Pacific is not complied with, and

WHEREAS, the assets of Western Pacific Railroad are presently in the process of sale to Union Pacific Railroad, and

WHEREAS, the effects of said sale upon the conditions contained in said gift deed are unknown, and

WHEREAS, the citizens of Sacramento and especially those residents of the Sierra-Curtis Neighborhood adjoining the Western Pacific Railroad Yard have expressed concern about the impact of the sale on the neighborhood,

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

That the City of Sacramento hereby reaffirms all of its rights under the original gift deed to Western Pacific Railroad, dated January 30, 1909, and asserts that all conditions contained in said gift deed shall be binding upon any and all successors to Western Pacific Railroad and further that, specifically, the City of Sacramento reserves its rights to terminate Western Pacific's as well as the successors' interests in its property and to re-enter said property.

MAYOR

ATTEST:

CITY CLERK