



Public Hearing
30

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

May 4, 1981

CITY MANAGER'S OFFICE
RECEIVED
MAY 6 1981

Redevelopment Agency of the
City of Sacramento
Sacramento, California

Honorable Members in Session:

SUBJECT: Ebner's Hotel/Empire House
Old Sacramento Parcels Nos. 83-84
Assignment Agreement

APPROVED
SACRAMENTO REDEVELOPMENT AGENCY

Date 5-14-81

SUMMARY

Ebner's Hotel Associates have submitted to the Agency for your action executed assignment documents for the Ebner/Empire project, Old Sacramento Parcels Nos. 83-84 requesting the assignment of their contract to California Historic Properties-80.

BACKGROUND

Ebner's Hotel Associates are in default of the terms of their contract for the redevelopment of the Ebner Hotel/Empire House. Ebner's Hotel Associates appeared before the Planning Development/Old Sacramento Committee on April 14, 1981 to show cause why the Agency should not terminate their contract for reason of non-performance. Specifically, Ebner's Hotel Associates had not submitted revised final plans per variance requirements, produced evidence of financing, nor purchased the property. Ebner's Hotel Associates addressed the items of non-performance and their proposal for cure.

Subsequently, Ebner's Hotel Associates have executed assignment documents with California Historic Properties-80 and are requesting Agency concurrence in the assignment of the project and revisions to the contract. Two contract revisions are proposed by California Historic Properties-80. The first is that the Scope of Development be changed from the present primarily hotel development to a mixed use complex, including retail commercial at the courtyard level; at the street level, retailing and uses ancillary to the upper floors; and either hotel suites or offices on the upper two floors. The second proposed revision is to the Schedule of Performance which would require revised final construction plans for redeveloper's improvements to be prepared and submitted within three (3) months after the approval of the effective date of the Assignment Agreement.

5-14-81

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SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

Redevelopment Agency of the
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California Historic Properties - 80 is a limited partnership. General partners are Ronald T. Curtis, Richard Beaty, and California Historic Properties, Inc., each with a one-third (1/3) interest. Mr. Curtis and Mr. Beaty are the developers of the Bank Exchange and Union Hotel complex now under restoration.

The assignment by Ebner's Hotel Associates is in consideration for the sum of \$257,190.20. The amounts totalling this sum have been reviewed and certified by Essary, Dal Porto and Lowe, Certified Public Accountants. Construction and permanent financing will be obtained from a lending institution to the approximate extent of 65% of the development cost. Thirty-five percent (35%) will be in the form of the re-developers' cash equity. Evidence of financing will be required at completion of final plans. Total project costs are estimated to be \$2 million.

California Historic Properties - 80 have indicated a need for three (3) months to effect and submit revised final plans. This length of time is required to finalize use and complete interior planning and re-engineering of structural and building systems. Staff concurs with this proposed schedule on the basis that the exterior design revisions required of Ebner's Hotel Associates by the Variance Committee must be made by California Historic Properties - 80 and submitted as a part of the final plans.

The assignment documents do not address the Agency's assessment for reimbursement for Agency expenditures. California Historic Properties - 80 have no obligation for reimbursement. The matter of reimbursement remains that of Ebner's Hotel Associates. Ebner's Hotel Associates, by letter of March 6, 1981, requested that the original reimbursement assessment be waived. By letter of March 13, 1981, upon the opinion of the Legal Department, the Agency denied the request. Therefore, the obligation for reimbursement remains that of Ebner's Hotel Associates. The outstanding amount was \$29,306.00.

An additional amount is being identified for reimbursement to the Agency for the labor and material cost related to the replacement of and the reopening of the City's boardwalk sidewalk which Ebner's Hotel Associates have removed and not replaced or reinstalled. Additionally, all outstanding liens must be cleared.

If the Commission and Agency approve the assignment subject to the staff recommendation, a second escrow would be established at Bank of America, 900 - 8th Street, Sacramento, to carry out the recommended conditions and transmit the executed Assignment Agreement to the assignee. A copy of the assignment documents is attached.

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FINANCIAL DATA

The approval of the assignment subject to the conditions of the staff recommendation will reimburse the Agency all identified Agency incurred expenses exclusive of normal staff time related to an assignment.

VOTE AND RECOMMENDATION OF COMMISSION

At its regular meeting of May 4, 1981 the Sacramento Housing and Redevelopment Commission adopted a motion recommending adoption of the attached resolution. The votes were as follows:

AYES: Coleman, Luevano, A. Miller, Serna, Teramoto,
B. Miller

NOES: None

ABSENT: Fisher, Knepprath, Walton

RECOMMENDATION

The staff recommends:

1. The reassignment be approved and that the Scope of Development, Exhibit "E", Item No. 2, and the Schedule of Performance, Exhibit "D", be revised per the April 3, 1981 cover letter to the assignment documents from Edwin S. Astone, California Historic Properties.
2. As conditions prior to the Agency's acceptance of this Assignment Agreement, upon close of escrow, the Assignor and/or Assignee deliver:
 1. Reimbursement to the Agency of \$29,306.00 for the construction plans, referred to in Section 8(i) of the Contract of Sale.
 2. Lien releases for amounts due to Pacific Ready-Mix and Soule Steel, and lien releases for other mechanics liens against the property, if any.
 3. A dismissal with prejudice of the lawsuit filed by Soule Steel against the Agency and Assignor to foreclose Soule's mechanics lien.

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4. Reimbursement to the Agency for the cost (as soon as known) of materials to replace the board sidewalk adjacent to Parcels 83 and 84, and for the cost (as soon as known) to the Agency to move the construction fence and construction materials from the sidewalk area, and to allow pedestrian use of the sidewalk area.

Respectfully submitted,

William H. Edgar

WILLIAM H. EDGAR
Interim Executive Director

TRANSMITTAL TO COUNCIL:

Walter J. Slipe for:
WALTER J. SLIPE
City Manager

Contact Person: Theodore R. Leonard

APPROVED
SACRAMENTO REDEVELOPMENT AGENCY

Date 5-14-81

RESOLUTION NO. RA-81-031

Adopted by the Redevelopment Agency of the City of Sacramento

May 14 1981

APPROVING ASSIGNMENT OF INTEREST AND
AUTHORIZING EXECUTION OF ASSIGNMENT AGREEMENT
AND AMENDMENT TO CONTRACT FOR SALE OF
LAND FOR PRIVATE REDEVELOPMENT
CALIFORNIA HISTORIC PROPERTIES-80 (ASSIGNEE)
OLD SACRAMENTO PARCELS NOS. 83 AND 84

WHEREAS, the Agency entered into a Contract for Sale of Land for Private Redevelopment with EBNER'S HOTEL ASSICIATES, a General Partnership, on June 29, 1979, providing for the purchase and development of Parcels Nos. 83 and 84 in the Old Sacramento Historic Area, located in the block bounded by K, L, Front and 2nd Streets in the Capitol Mall Riverfront Project, Project No. 4; and

WHEREAS, the Redeveloper has advised the Agency that in order to facilitate the development of the site and the construction of the improvements thereon, it desires to assign its rights and obligations with respect thereto to CALIFORNIA HISTORIC PROPERTIES-80, a Limited Partnership; and

WHEREAS, an "Assignment Agreement and Amendment to Contract for Sale of Land for Private Redevelopment" and a Statement for Public Disclosure have been filed with the Redevelopment Agency by the proposed Assignee and have been available for public examination at the offices of the Agency for fourteen (14) days after public notice thereof; and

WHEREAS, a public hearing on said assignment was duly held on May 12, 1981 by the Agency after notice as required by Section 105(e) of the Housing Act of 1949, as amended, and Section 33431 of the Health and Safety Code of the State of California; and

WHEREAS, the Agency has determined on the basis of the information submitted to it that the proposed Assignee has the qualifications and financial responsibility necessary and adequate to fulfill the obligations undertaken by the Redeveloper with

respect to said site, and finds that the terms and conditions of the proposed assignment will facilitate the prompt development of the site and construction of the improvements thereon; and

WHEREAS, no one appeared at said public hearing to contest or otherwise object to the Agency approving said assignment and entering into said Assignment Agreement and Amendment.

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

Section 1. The Redevelopment Agency of the City of Sacramento hereby finds that CALIFORNIA HISTORIC PROPERTIES-80, a Limited Partnership, is an acceptable Redeveloper, and the Agency hereby consents to and approves the assignment of the interest of EBNER'S HOTEL ASSOCIATES, a General Partnership, in said Parcels Nos. 83 and 84 to CALIFORNIA HISTORIC PROPERTIES-80, a Limited Partnership.

Section 2. Subject to the provisions of Section 3 below, the Chairman and Secretary are authorized to execute the "Assignment Agreement and Amendment to Contract for Sale of Land for Private Redevelopment" with EBNER'S HOTEL ASSOCIATES, a General Partnership (Assignor), and CALIFORNIA HISTORIC PROPERTIES-80, a Limited Partnership (Assignee), in form approved by Agency Counsel, together with such other documents indicating the Agency's consent as required by State law and Federal regulations.

Section 3. The Executive Director shall require, as conditions prior to executing the Assignment Agreement and Amendment, that Assignor and/or Assignee pay the Agency for construction plans, satisfy mechanics liens against the property, secure the dismissal of a lawsuit brought by Soule Steel against Agency and Assignor, pay the Agency for materials for an adjacent board sidewalk, and pay the Agency for relocation of a construction fence and removal of construction materials from the sidewalk area.

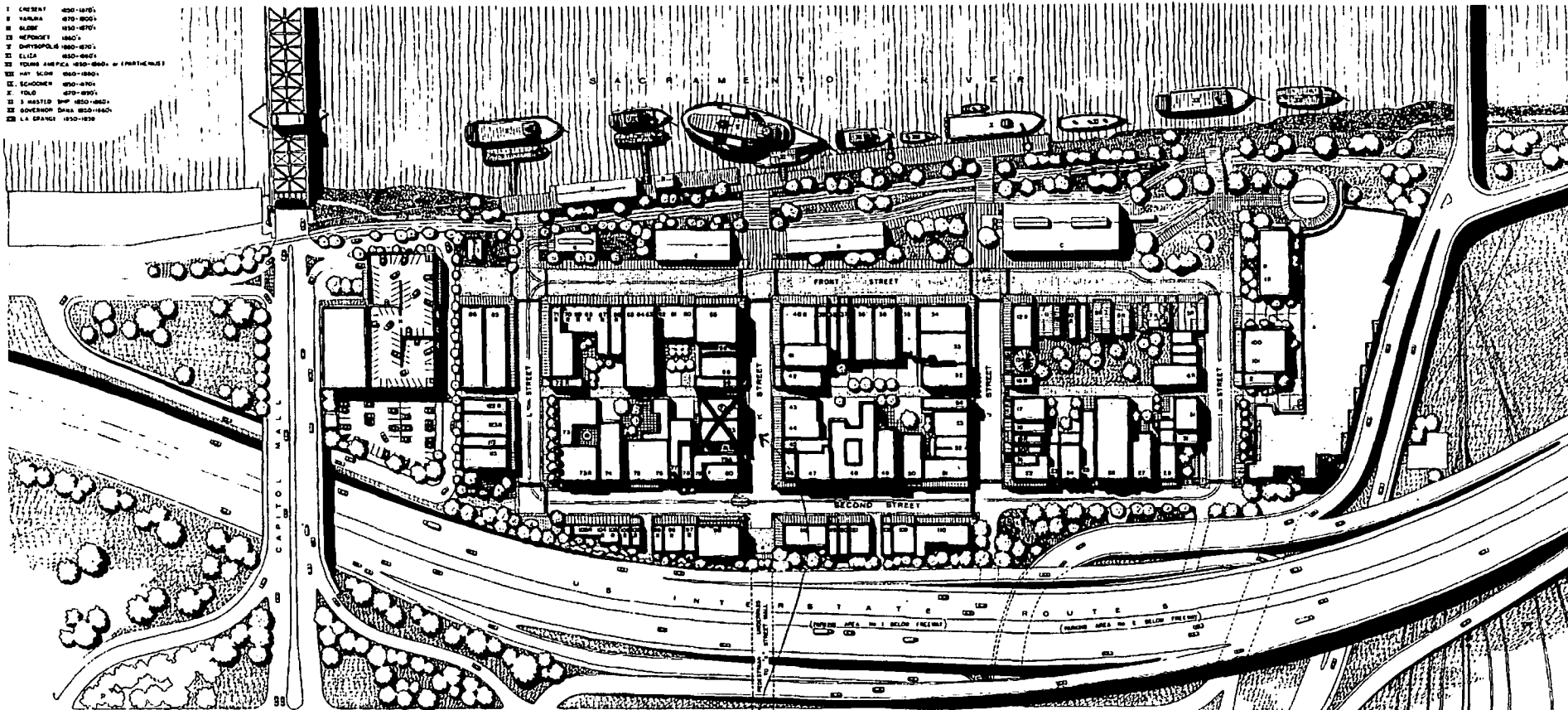
ATTEST:

CHAIRMAN

SECRETARY

SHIPS

- 1 CREST 1850-1870
- 2 HANNA 1870-1890
- 3 ELGIN 1890-1895
- 4 NEPHEW 1890
- 5 DARTMOUTH 1890-1895
- 6 ELGIN 1890-1895
- 7 YOUNG AMERICA 1890-1895
- 8 MAY 1890-1895
- 9 EQUINOX 1890-1895
- 10 YOUNG 1890-1895
- 11 MASTER 1890-1895
- 12 GOWEN 1890-1895
- 13 LA GRANGE 1890-1895



Key to Building Numbers

SUPPLY 'N' ON PLANS INDICATES RECONSTRUCTION. ALL OTHER BUILDINGS ARE RESTORATION. * IN KEY INDICATES BUILDINGS TO BE DEVELOPED BY STATE DEPT. OF PARKS AND RECREATION

- | | | | | | |
|----------------------------|-------------------------|-----------------------------|------------------------------|--------------------------------|----------------------------|
| 1 CITY HALL & WATER WORKS | 16 BACCHUS SALOON | 31 BROADWAY BUILDING | 46 STROUD & CO | 61 CANTON HOTEL | 101 SMITH BUILDING |
| 2 DOWNEY SPICE MILL | 17 LONGLEY ALE HOUSE | 32 FIDELITY HALL AND BAKERY | 47 EMBLE HILLS | 62 STANFORD SHOOTING WAREHOUSE | 102 HETWOOD BUILDING |
| 3 | 18 UNITED STATES HOTEL | 33 CITY MARKET | 48 ADAMS MEHEA & CO | 63 CANTON BUILDING | 103 |
| 4 | 19 NEW YORK DRUG STORE | 34 WHOLE CIDER HOUSE | 49 ADAMS MEHEA & CO | 64 LATCHER BUILDING | 104 |
| 5 HENSHLEY-READING & CO | 20 BOYS & DAYS | 35 KNOX, BARRELL & CO | 50 W F BROWN HOTEL | 65 CORNELL BUILDING | 105 E P FISS |
| 6 F CORNH | 21 HOWARD HOUSE | 36 | 51 CLARENDON HOTEL | 66 FREE BUILDING | 106 |
| 7 PEOPLES MARKET | 22 LADY ADAMS BUILDING | 37 NATIONAL HOTEL | 52 PACIFIC STABLES | 67 FREE BUILDING | 107 REALTY BUILDING |
| 8 HOTEL DE FRANCE | 23 HARRIS BUILDING | 38 WHOLE BAKERY | 53 SHARPS BUILDING | 68 FREE BUILDING | 108 HORSE BUILDING |
| 9 CITY HOTEL | 24 SCARFOLD BUILDING | 39 STEVENS, CHESLEY & CO | 54 SHARPS BUILDING | 69 DOBBS "A" BUILDING | 109 ST CHARLES STORE |
| 10 T MC DONELL & CO | 25 FOSTER SALOON | 40 UNION HOTEL | 55 SACRAMENTO ENGINE CO NO 3 | 70 DOBBS "A" BUILDING | 110 CARPENTER BUILDING |
| 11 EMBLE THEATRE | 26 MECHANIC EXCHANGE | 41 BANK EXCHANGE BUILDING | 56 DOODLE'S CARPENTER SHOP | 71 RIVETT-FULLER BUILDING | 111 BARBOL ROCK RESTAURANT |
| 12 S TAYLOR BUILDING | 27 VERNON-BRANHAM HOUSE | 42 UNION HOTEL | 57 ALBION BUILDING | 72 DEMOCRATIC STATE JOURNAL | 112 PARKER SALOON |
| 13 ROUND TENT | 28 BRANHAM BUILDING | 43 OLYMPIA HOTEL | 58 DOUGHERTY BUILDING | 73 PENNSYLVANIA STORE | 113 DATA SALOON |
| 14 MARBLE'S BED STONE | 29 BRANHAM BUILDING | 44 ADAMS EXPRESS BUILDING | 59 SACRAMENTO CHICKEN CO | 74 STELL, CONNER & CO | |
| 15 BERNHART'S MASONIC HALL | 30 SOUTH BUILDING | 45 ARCADE HOTEL | 60 BROOKLYN HOTEL | 75 PIONEER TELEGRAPH BUILDING | |
| 16 SACRAMENTO UNION | 31 SOUTH BUILDING | 46 HASTINGS BUILDING | 61 CLINE & CO | | |



OLD SACRAMENTO

A REGISTERED NATIONAL
HISTORIC LANDMARK

- * CALIFORNIA STATE HISTORICAL SOCIETY BUILDING
- * CITY, COUNTY HISTORICAL MUSEUM
- * CALIFORNIA RAILROAD MUSEUM
- * CENTRAL PACIFIC FREIGHT DEPOT
- * STEAM NAVIGATION BUILDING
- * HISTORIC STREET CAR BARN
- * HISTORIC PARKER SALOON
- * HISTORIC SCHOOL, MUSEUM
- * HISTORIC ADAM MONUMENT AND PLAZA
- * PENNSYLVANIA UNDERPASS TO DOWNTOWN PLAZA AND "H" ST. HALL
- * SUPPLY CONTRACT FOR EXPRESS DEPARTMENT AND PLAZA
- * CASC / CARR WORKSHOP - BAKERY
- * CASC / CARR STEAMBOAT OFFICE



PICTORIAL PLAN

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

MAY 1987 PL 010
REVISED BY PL 010

**SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY
COMMUNITY DEVELOPMENT DEPARTMENT
WORK ASSIGNMENT/PROGRAM REPORT**





Division REDEVELOPMENT

Legislative Approvals and Dates:

1. _____
2. _____
3. _____

Project Type

City
Count

-  Redevelopment
-  Housing
-  Grant
-  Technical

Project EBNER/EMPIRE OLD SAC. # 83-84

Responsibile staff LEONARD

Supervisor GOTO

Updated: 9 APRIL 81
Day Month Year

Legend

- * Critical milestone (identify)
- △ Date project updated
- ▲ Current progress of project

Project Budget

Construction Bid Amount

Expenditures to date

Funding Source

\$ _____

\$ _____

\$ _____

\$ PRIVATE

[illegible]

CALIFORNIA HISTORIC PROPERTIES



April 3, 1981

RECEIVED

APR 3 1981

Robert. Roche
Sacramento Housing. Redevelopment Agency
630 I Street
Sacramento, CA 95814

Sacramento Housing &
Redevelopment Agency

RE: Ebner/Empire Building Developments (OS Nos. 83-4)

Dear Mr. Roche:

Enclosed are the executed assignment documents on the above referenced Old Sacramento project requesting the assignment of the contract from Ebner Hotel Associates to California Historic Properties-80 and the \$400 assignment fee.

In addition to the assignment documents we propose the following two revisions to the contract:

A. Scope of Development, Exhibit "E", Item No. 2 should read:

The structure will consist of four levels, including a courtyard, street level, second and third floors comprising approximately 24,856 square feet.

The building complex will be a mixed use complex including retail commercial and/or storage uses on the courtyard level; street level will be high quality retailing and uses ancillary to the upper floors which will be occupied by high quality and unique hotel rooms and suites. The alternative use of the upper two floors will be high quality offices.

B. Schedule of Performance, Exhibit "D" should reflect the following:

3. Redeveloper shall prepare and submit to the Agency, revised Final Construction Plans for Redeveloper's Improvements

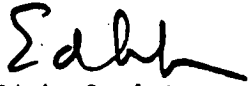
within three (3) months after the approval of the effective date of the Assignment Agreement.

April 3, 1981
Page Two

Please let us know as early as possible the time and place of any committee, commission or Agency meeting regarding the approval of this Assignment.

If you have any questions please call.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Edwin S. Astone', with a stylized, cursive script.

Edwin S. Astone

ESA/jh
Enclosures

PART I

RECEIVED
(5-5)REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE¹

APR 8 1981

A. REDEVELOPER AND LAND

Sacramento Housing &
Redevelopment Agency

1. a. Name of Redeveloper: California Historic Properties-80
- b. Address and ZIP Code of Redeveloper: 928 Second St., Old Sacramento, CA 95814
- c. IRS Number of Redeveloper: 94-2682492
2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to, the purchase or lease of land from

Redevelopment Agency of the City of Sacramento
(Name of Local Public Agency)

in Capitol Mall Riverfront Project, Project No. 4
(Name of Urban Renewal or Redevelopment Project Area)

in the City of Sacramento, State of California
is described as follows:²

Parcel Nos. 83 and 84 and the portion of the service court and access parcel in the Old Sacramento Historic Area.

3. If the Redeveloper is not an individual doing business under his own name, the Redeveloper has the status indicated below and is organized or operating under the laws of California:

- ☐ A corporation.
- ☐ A nonprofit or charitable institution or corporation.
- ☒ A partnership known as California Historic Properties-80--A limited partnership
- ☐ A business association or a joint venture known as
- ☐ A Federal, State, or local government or instrumentality thereof.
- ☐ Other (explain)

4. If the Redeveloper is not an individual or a government agency or instrumentality, give date of organization:

July 30, 1980

5. Names, addresses, title of position (if any), and nature and extent of the interest of the officers or principal members, shareholders, and investors of the Redeveloper, other than a government agency or instrumentality, are set forth as follows: General Partners: Ronald T. Curtis 1/3

Richard Beaty 1/3
Calif. Historic Properties, Inc. 1/3

¹If space on this form is inadequate for any requested information, it should be furnished on an attached page which is referred to under the appropriate numbered item on the form.

²Any convenient means of identifying the land (such as block and lot numbers or street boundaries) is sufficient. A description by metes and bounds or other technical description is acceptable, but not required.

- a. If the Redeveloper is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock¹
- b. If the Redeveloper is a nonprofit or charitable institution or corporation, the members who constitute the board of trustees or board of directors or similar governing body.
- c. If the Redeveloper is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.
- d. If the Redeveloper is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.
- e. If the Redeveloper is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

<u>NAME, ADDRESS, AND ZIP CODE</u>	<u>POSITION TITLE (if any) AND PERCENT OF INTEREST OR DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST</u>
Ronald T. Curtis 928 Second Street Sacramento, CA 95814	General Partner CHP-80 33 1/3% President CHP, Inc 45%
Richard N. Beaty 928 Second Street Sacramento, CA 95814	General Partner CHP-80 33 1/3% Treasurer CHP, Inc. 45%
Edwin S. Astone 928 Second Street Sacramento, CA 95814	Vice President CHP, Inc. 10% Development Director
Cynthia S. Meyers, 928 Second St.	Secretary CHP, Inc.

6. Name, address, and nature of each person or entity (not named in response to Item 5) who has a beneficial interest in any of the shareholders or investors named in response to Item 5 which gives such person or entity more than a computed 10% interest in the Redeveloper (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Redeveloper; or more than 50% of the stock in a corporation which holds 20% of the stock of the Redeveloper).

<u>NAME, ADDRESS, AND ZIP CODE</u>	<u>DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST</u>
------------------------------------	--

7. Names (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 5 or Item 6 above:

B. RESIDENTIAL REDEVELOPMENT OR REHABILITATION

(The Redeveloper is to furnish the following information, but only if land is to be redeveloped or rehabilitated in whole or in part for residential purposes.)

1. If a corporation is required to file periodic reports with the Federal Securities and Exchange Commission under Section 13 of the Securities Exchange Act of 1934, so state under this Item 5. In such case, the information referred to in this Item 5 and in Items 6 and 7 is not required to be furnished.

1. State the Redeveloper's estimates, exclusive of payment for the land, for:

- a. Total cost of any residential redevelopment. \$
- b. Cost per dwelling unit of any residential redevelopment. \$
- c. Total cost of any residential rehabilitation. \$
- d. Cost per dwelling unit of any residential rehabilitation. \$

N/A

2. a. State the Redeveloper's estimate of the average monthly rental (if to be rented) or average sale price (if to be sold) for each type and size of dwelling unit involved in such redevelopment or rehabilitation:

TYPE AND SIZE OF DWELLING UNIT	ESTIMATED AVERAGE MONTHLY RENTAL	ESTIMATED AVERAGE SALE PRICE
	\$	\$

N/A

b. State the utilities and parking facilities, if any, included in the foregoing estimates of rentals:

N/A

c. State equipment, such as refrigerators, washing machines, air conditioners, if any, included in the foregoing estimates of sales prices:

CERTIFICATION

I (We) Richard N. Beaty

Ronald T. Curtis

certify that this Redeveloper's Statement for Public Disclosure is true and correct to the best of my (our) knowledge and belief.²

Dated: 16 April 1981

Dated: 6 April 1981

Richard N. Beaty
Signature

Ronald T. Curtis
Signature

General Partner

General Partner

928 Second St., Old Sacramento, CA 95814

928 Second St., Old Sacramento, CA 95814

Address and ZIP Code

Address and ZIP Code

¹ If the Redeveloper is an individual, this statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this statement.

² Penalty for False Certification: Section 1001, Title 18, of the U.S. Code, provides a fine of not more than \$10,000 or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowing the same contain any false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of a Department of the United States.

PART II

HUD-6584
(5-7-77)

REDEVELOPER'S STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY

(For Confidential Official Use of the Local Public Agency and the Department of Housing and Urban Development. Do Not Transmit to HUD Unless Requested or Item 8b is Answered "Yes.")

1. a. Name of Redeveloper: California Historic Properties-80
- b. Address and ZIP Code of Redeveloper: 928 Second Street, Sacramento, CA
2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to, the purchase or lease of land from

Redevelopment Agency of the City of Sacramento
(Name of Local Public Agency)

in Capitol Mall Riverfront Project, Project No. 4
(Name of Urban Renewal or Redevelopment Project Area)

in the City of Sacramento, State of California,
is described as follows:

Parcel Nos. 83 and 84 and the portion of the service court and access parcel
in the Old Sacramento Historic Area.

3. Is the Redeveloper a subsidiary of or affiliated with any other corporation or corporations or any other firm or firms? ☐ YES ☒ NO
If Yes, list each such corporation or firm by name and address, specify its relationship to the Redeveloper, and identify the officers and directors or trustees common to the Redeveloper and such other corporation or firm.

4. a. The financial condition of the Redeveloper, as of December 31, 19 80,
is as reflected in the attached financial statement.

(NOTE: Attach to this statement a certified financial statement showing the assets and the liabilities, including contingent liabilities, fully itemized in accordance with accepted accounting standards and based on a proper audit. If the date of the certified financial statement precedes the date of this submission by more than six months, also attach an interim balance sheet not more than 60 days old.)

- b. Name and address of auditor or public accountant who performed the audit on which said financial statement is based: Carl Schneider
Damore, Hamric, Schneider & Co.
2617 K St., Suite 3, Sacramento, CA 95816

5. If funds for the development of the land are to be obtained from sources other than the Redeveloper's own funds, a statement of the Redeveloper's plan for financing the acquisition and development of the land:

construction and permanent (takeout) funds will be obtained to the approximate extent of 65% of the development costs (loan to value)

6. Sources and amount of cash available to Redeveloper to meet equity requirements of the proposed undertaking:

a. In banks:

NAME, ADDRESS, AND ZIP CODE OF BANK

AMOUNT

Bank of America
450 Downtown Plaza
Sacramento, CA 95814 (Carol Lyndon)

\$

b. By loans from affiliated or associated corporations or firms:

NAME, ADDRESS, AND ZIP CODE OF SOURCE

AMOUNT

\$

c. By sale of readily salable assets:

DESCRIPTION

MARKET VALUE

MORTGAGES OR LIENS

\$

\$

7. Names and addresses of bank references:

Bank of America
450 Downtown Plaza
Sacramento, CA 95814

8. a. Has the Redeveloper or (if any) the parent corporation, or any subsidiary or affiliated corporation of the Redeveloper or said parent corporation, or any of the Redeveloper's officers or principal members, shareholders or investors, or other interested parties (as listed in the responses to Items 5, 6, and 7 of the Redeveloper's Statement for Public Disclosure and referred to herein as "principals of the Redeveloper") been adjudged bankrupt, either voluntary or involuntary, within the past 10 years? ☐ YES ☒ NO

If Yes, give date, place, and under what name.

- b. Has the Redeveloper or anyone referred to above as "principals of the Redeveloper" been indicted for or convicted of any felony within the past 10 years? ☐ YES ☒ NO

If Yes, give for each case (1) date, (2) charge, (3) place, (4) Court, and (5) action taken. Attach any explanation deemed necessary.

9. a. Undertakings, comparable to the proposed redevelopment work, which have been completed by the Redeveloper or any of the principals of the Redeveloper, including identification and brief description of each project and date of completion:

Old Sacramento Parcels No. 45-6-7, Bank Exchange, Union Hotel and Annex undergoing rehabilitation construction, completion date, July 1981

b. Has the Redeveloper or any of the principals of the Redeveloper has ever been an employee, in a supervisory capacity, for construction contractor or builder on undertakings comparable to the proposed redevelopment work, name of such employee, name and address of employer, title of position, and brief description of work: Edwin S. Astone, Development Director, employed for thirteen years as Project Manager, Old Sacto., Sacto. Housing & Redevelopment Agency (5/1/64-3/30/77) Both Mr. Curtis and Mr. Beaty have served as principals of their own developments over the past ten years.

10. Other federally aided urban renewal projects under Title I of the Housing Act of 1949, as amended, in which the Redeveloper or any of the principals of the Redeveloper is or has been the redeveloper, or a stockholder officer, director or trustee, or partner of such a redeveloper:

11. If the Redeveloper or a parent corporation, a subsidiary, an affiliate, or a principal of the Redeveloper is to participate in the development of the land as a construction contractor or builder:

a. Name and address of such contractor or builder:

N/A

b. Has such contractor or builder within the last 10 years ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract? ☐ YES ☒ NO

If Yes, explain:

N/A

c. Total amount of construction or development work performed by such contractor or builder during the last three years: \$ _____

General description of such work:

N/A

d. Construction contracts or developments now being performed by such contractor or builder:

IDENTIFICATION OF CONTRACT OR DEVELOPMENT	LOCATION	AMOUNT \$	DATE TO BE COMPLETED
--	----------	--------------	-------------------------

N/A

e. Outstanding construction-contract bids of such contractor or builder:

HUD-6001
(7-7)

AWARDING AGENCY

AMOUNT
\$

DATE OPENED

N/A

12. Brief statement respecting equipment, experience, financial capacity, and other resources available to such contractor or builder for the performance of the work involved in the redevelopment of the land, specifying particularly the qualifications of the personnel, the nature of the equipment, and the general experience of the contractor:

13. a. Does any member of the governing body of the Local Public Agency to which the accompanying bid or proposal is being made or any officer or employee of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the project under which the land covered by the Redeveloper's proposal is being made available, have any direct or indirect personal interest in the Redeveloper or in the redevelopment or rehabilitation of the property upon the basis of such proposal? ☐ YES ☒ NO

If Yes, explain.

b. Does any member of the governing body of the locality in which the Urban Renewal Area is situated or any other public official of the locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project under which the land covered by the Redeveloper's proposal is being made available, have any direct or indirect personal interest in the Redeveloper or in the redevelopment or rehabilitation of the property upon the basis of such proposal? ☐ YES ☒ NO

If Yes, explain.

14. Statements and other evidence of the Redeveloper's qualifications and financial responsibility (other than the financial statement referred to in Item 4a) are attached hereto and hereby made a part hereof as follows:

CERTIFICATION

I (We) Richard N. Beaty, Ronald T. Curtis

certify that this Redeveloper's Statement of Qualifications and Financial Responsibility and the attached evidence of the Redeveloper's qualifications and financial responsibility, including financial statements, are true and correct to the best of my (our) knowledge and belief.²

Dated: April 3, 1981

Richard N. Beaty
Signature

General Partner
Title

928 Second St., Sacramento, CA 95814
Address and ZIP Code

Dated: April 3, 1981

Ronald T. Curtis
Signature

General Partner
Title

928 Second St., Sacramento, CA 95814
Address and ZIP Code

¹ If the Redeveloper is a corporation, this statement should be signed by the President and Secretary of the corporation; if an individual, by such individual; if a partnership, by one of the partners; if an entity not having a president and secretary, by one of its chief officers having knowledge of the financial status and qualifications of the Redeveloper.

² Penalty for False Certification: Section 1001, Title 18, of the U.S. Code, provides a fine of not more than \$10,000 or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of any Department

STATEMENT

THIS IS TO CERTIFY that the assignment by Ebners
Hotel Associates, a General Partnership,
of its interests in the Contract for Sale of Land for Private
Redevelopment dated June 29, 1979, involves the
following costs and sums, which represents moneys expended to
date or payable to Assignor, as follows:

Good Faith Deposit (SHRA)	\$ 1,870.20
Construction Costs	157,092.00
Architectural	93,372.00
Legal Costs	<u>4,856.00</u>
	\$ 257,190.20

EXECUTED this 3rd day of April, ~~1979~~ 1981.

ASSIGNEE: California Historic Properties-80

By

By

REQUEST FOR APPROVAL OF ASSIGNMENT

THIS IS TO CERTIFY that the undersigned hereby requests and authorizes the assignment and execution of the Assignment Agreement by and among the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, a public body, corporate and politic ("AGENCY"), and

EBNER'S HOTEL ASSOCIATES, A GENERAL PARTNERSHIP

("ASSIGNOR"), and CALIFORNIA HISTORIC PROPERTIES-80, A LIMITED PARTNERSHIP

_____ ("ASSIGNEE"). This assignment
pertains to that certain Contract for Sale of Land for Private
Redevelopment dated June 29, 1979, in connection
with Parcel(s) Old Sacramento Parcels #83 & #84.

Assignor requests this assignment for the following reasons:

Inadequate funding to complete project.

EXECUTED this 2 day of April, 1981.

ASSIGNOR: EBNER'S HOTEL ASSOCIATES,

A GENERAL PARTNERSHIP

By

7/Arthur L. Harper

By

Joseph F. Andello

CERTIFICATE AND CONSENT

ASSIGNOR hereby swears and affirms the following:

Assignor is the Redeveloper designated in that certain Contract for Sale of Land for Private Redevelopment dated June 29, 1979 in connection with Parcel(s) #83 & #84. Assignor hereby affirms that it has full knowledge of the facts of the assignment being made from EBNER'S HOTEL ASSOCIATES, A General Partnership to CALIFORNIA HISTORIC PROPERTIES, A Limited Partnership. Assignor further affirms and swears that it will realize no profit from the proposed transfer and further, that the breakdown of costs submitted in support of the proposed transfer is accurate and correct.

Assignor confirms that it has full knowledge of 18 U.S.C., 1001, which provides as follows:

"Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies...or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both."

and the undersigned hereby certifies that all statements and information submitted herewith and included herein are true and correct and accurately reflect moneys and other considerations received, and expenses and obligations incurred.

Assignor hereby grants to the Redevelopment Agency of the City of Sacramento and to the United States Department of Housing and Urban Development permission to inspect and audit the books and records of Assignor.

EXECUTED this 2 day of April, 19 81.

ASSIGNOR: EBNER'S HOTEL ASSOCIATES,

A GENERAL PARTNERSHIP

By

Arthur L. Heameyer

By

Joseph F. Angello

EBNER HOTEL ASSOCIATES


Sales Proceeds and Costs Incurred

Assignment of Parcels 83 and 84
Old Sacramento

The undersigned understands that, apart from the penalty provided by U.S.C. Title 18, Section 1001, falsification of any matter set forth in this Affidavit will entitle the Agency to recover pursuant to the Contract for Sale of Land for Private Redevelopment between the parties dated June 29, 1979, the amount of the consideration payable for said assignment and transfer under the terms of Article V, Part II, Terms and Conditions of said Contract for Sale of Land for Private Redevelopment. (Title 18, Section 1001, United States Code, provides: "Whoever in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies...or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both" and the undersigned hereby certified that all statements and information submitted herewith and included herein are true and correct and accurately reflect moneys and other considerations received, and expenses and obligations incurred.)

The undersigned hereby certifies that the above facts are a true and accurate accounting of this assignment as disclosed in the annexed report by Essary, Dal Porto & Lowe, Certified Public Accountants.

EXECUTED this 26th day of March, 1981.



Certified Public Accountant for
Assignor
555 Capitol Mall
Sacramento, California

ESSARY, DAL PORTO & LOWE

CERTIFIED PUBLIC ACCOUNTANTS

555 CAPITOL MALL, SUITE 1550

SACRAMENTO, CALIFORNIA 95814

(918) 444-0680

March 26, 1981

Kenneth Marr
Ebner Hotel Associates
2160 Royale Road, Suite 30
Sacramento, California 95815

We have examined the financial records of Ebner Hotel Associates, A General Partnership, and Ebner/Empire Construction Company, Inc. related to the development costs of Old Sacramento Parcel 83, Empire House, and Parcel 84, Ebner Hotel, as of March 26, 1981. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

Costs incurred as of March 26, 1981 total \$348,301. Additional costs not yet billed could occur in the future; however, these costs will not transfer to the new owners. No net profit will result from the transfer of Parcels 83 and 84 in Old Sacramento to California Historic Properties - 80, a limited partnership. Total proceeds will be \$257,190 for property costing Empire Hotel Associates not less than \$348,301.

Our examination conforms with generally accepted accounting principles and gives effect to that certain Assignment of Contract between the parties dated March 5, 1981 and to the instructions issued by the Redevelopment Agency of the City of Sacramento.

Essary Dal Porto & Lowe
Certified Public Accountants

EBNER HOTEL ASSOCIATES
Sales Proceeds and Costs Incurred
Assignment of Parcels 83 and 84 Old Sacramento
March 26, 1981

Anticipated sales proceeds per agreement with California Historic Properties	<u>\$257,190</u>
Costs incurred related to partial development of parcels 83 and 84 in Old Sacramento:	
Legal costs	41,161
Architect design and supervision	148,178
Land acquisition costs	-0-
Good faith deposit - Sacramento Housing and Redevelopment Agency	1,870
Construction costs not including payments for office administration and overhead	<u>157,092</u>
Total costs examined	<u>348,301</u>
Profit on sale (loss of \$91,111 at a minimum)	<u>\$ None</u>

VINCENT T. DAMORE, C.P.A.
WAYNE E. HAMRIC, C.P.A.
CARL J. SCHNEIDER, C.P.A.

RONALD A. LEY, C.P.A.
MARK T. PRICE, C.P.A.

DAMORE, HAMRIC, SCHNEIDER & CO.

CERTIFIED PUBLIC ACCOUNTANTS

P.O. BOX 160485
2617 K STREET, SUITE 3
SACRAMENTO, CALIFORNIA 95816

TELEPHONE
(916) 444-8700

January 21, 1981

California Historic Properties - 80
A California Limited Partnership
928 Second Street
Sacramento, Ca. 95814

The accompanying balance sheet of California Historic Properties - 80, A California Limited Partnership, as of December 31, 1980 and the related statements of income and changes in financial position for the period then ended have been compiled by us.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

We are not independent with respect to California Historic Properties - 80.

Damore, Hamric, Schneider & Co.

DAMORE, HAMRIC, SCHNEIDER & CO.
Certified Public Accountants

DHS:jab

California Historic Properties - 80
A California Limited Partnership

BALANCE SHEET

December 31, 1980

ASSETS

Current Assets:

Cash in Bank of America - Checking	\$ 19,443.92	
Cash in Bank of America - Savings	151,997.98	
Cash in Oppenheimer Money Fund	<u>2,086,263.00</u>	\$2,257,704.90
Accounts Receivable		<u>900.00</u>
Total Current Assets		\$2,258,604.90

Non-Current Assets:

Deferred Legal and Appraisal Fees	\$ 2,150.00	
Escrow Deposit on Property	20,000.00	
Organization Expense	<u>636,520.50</u>	<u>658,670.50</u>
		<u>\$2,917,275.40</u>

LIABILITIES AND EQUITY

Current Liabilities:

Accounts Payable	\$ 317,492.47
------------------	---------------

Equity:

	Capital Contributed	Net (Loss) 1980	Balance 12-31-80	
General Partners	\$ -0-	(\$ 402.17)	(\$ 402.17)	
Limited Partners	<u>2,640,000.00</u>	<u>(39,814.90)</u>	<u>2,600,185.10</u>	
	<u>\$2,640,000.00</u>	<u>(\$ 40,217.07)</u>	<u>\$2,599,782.93</u>	<u>2,599,782.93</u>
				<u>\$2,917,275.40</u>

UNAUDITED - See Accountant's Compilation Report.
The attached notes are an integral part of this statement.

California Historic Properties - 80
A California Limited Partnership

STATEMENT OF INCOME

For the Year 1980

Revenues:

Rents

\$ -0-

Expenses:

Telephone

\$ 6,379.80

Office Supplies, Printing, etc.

19,857.14

Taxes & Licenses

610.00

Advertising

1,341.34

Dues & Subscriptions

350.00

Legal & Accounting

116,736.69

Promotion & Entertainment

4,245.04

149,520.01

(\$ 149,520.01)

Other Income:

Interest

\$ 43,979.93

Dividends

65,323.01

109,302.94

Net (Loss) for 1980

(\$ 40,217.07)

UNAUDITED - See Accountant's Compilation Report.
The attached notes are an integral part of this statement.

California Historic Properties - 80
A California Limited Partnership

STATEMENT OF CHANGES IN FINANCIAL POSITION

For the Year Ended December 31, 1980

Resources Provided From:

Net (Loss) for the Year Ended December 31, 1980	(\$ 40,217.07)
Partner Contributions	<u>2,640,000.00</u>
Total Resources Provided	<u>\$2,599,782.93</u>

Resources Used For:

Escrow Deposit on Property	\$ 20,000.00
Organization Expenses	636,520.50
Deferred Legal & Appraisal Fees	2,150.00
Net Increase in Working Capital (Schedule A)	<u>1,941,112.43</u>
Total Resources Applied	<u>\$2,599,782.93</u>

SCHEDULE A

ANALYSIS OF CHANGES IN WORKING CAPITAL

For the Year Ended December 31, 1980

Working Capital Was Increased By:

Increase in Cash	\$2,257,704.90
Increase in Accounts Receivable	<u>900.00</u>
	\$2,258,604.90

Working Capital Was Decreased By:

Increase in Accounts Payable	<u>317,492.47</u>
Net Increase in Working Capital	<u>\$1,941,112.43</u>

UNAUDITED - See Accountant's Compilation Report.
The attached notes are an integral part of this statement.

**California Historic Properties - 80
A California Limited Partnership**

NOTES TO FINANCIAL STATEMENTS

December 31, 1980

California Historic Properties - 80, is a California Limited Partnership formed for the purpose of investing in real property. This partnership was a public offering for California residents dated January 1, 1980, and began operating July 1, 1980.

The properties will generally be historical and subject to rehabilitation for commercial purposes. No properties had been purchased as of December 31, 1980. Many buildings are under consideration and an escrow deposit has been made.

SIGNIFICANT ACCOUNTING POLICIES:

- A. The books of account are maintained on the cash basis and adjusted to the accrual basis for financial statement preparation.
- B. The cost of organizing the partnership has been capitalized. This amount is not deductible until termination of the partnership.

UNAUDITED - See Accountant's Compilation Report.

ASSIGNMENT AGREEMENT
AND AMENDMENT TO CONTRACT FOR
SALE OF LAND FOR PRIVATE REDEVELOPMENT

THIS ASSIGNMENT AGREEMENT AND AMENDMENT, made and entered into this _____ day of _____, 1981, by and among EBNER'S HOTEL ASSOCIATES, a General Partnership (hereinafter called the "Assignor"), and CALIFORNIA HISTORIC PROPERTIES-80, a Limited Partnership (hereinafter called the "Assignee"), and the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, a public body, corporate and politic (hereinafter called the "Agency").

WITNESSETH:

WHEREAS, Assignor and Agency are parties to a certain Contract for Sale of Land for Private Redevelopment dated June 29, 1979, and Agreement to Participate in Property Owners Association dated June 29, 1979 (hereinafter referred to collectively as the "Contract of Sale"; and

WHEREAS, pursuant to said Contract of Sale, Agency has agreed to sell and Assignor has agreed to purchase and improve Parcels Nos. 83 and 84 in the Old Sacramento Historic Area (hereinafter referred to as the "Property"), subject to conditions, covenants and restrictions set forth therein, including the controls and restrictions of the Redevelopment Plan for the Capitol Mall Riverfront Project, Project No. 4, and the Declaration of Restrictions referred to in said Contract of Sale; and

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to acquire the rights and obligations of the Assignor with respect to the Property upon the terms and conditions stated herein and in said Contract of Sale; and

WHEREAS, Assignee has submitted to the Agency evidence satisfactory to the Agency that Assignee has the financial resources and equity capital to obtain mortgage commitments necessary to purchase the Property, construct the Improvements thereon, and otherwise carry out Assignor's obligations under said Contract, with respect to the Property; and

WHEREAS, the Agency deems that this assignment will advance the objectives of the Agency; and

WHEREAS, because of this assignment, it has become necessary to make certain modifications to said Contract of Sale.

NOW, THEREFORE, IT IS AGREED:

1. (a) For the sum of TWO HUNDRED FIFTY-SEVEN THOUSAND ONE HUNDRED NINETY and 20/100 DOLLARS (\$257,190.20), which sum does not exceed Assignor's costs to date in connection with the above-mentioned Contract of Sale, and as evidenced by statement dated March 26, 1981 prepared by Essary, Dal Porto & Lowe, Certified Public Accountants, and the agreements of Assignor, Assignee and Agency herein contained, Assignor does hereby sell, assign, transfer, grant and convey to Assignee all of its right under said Contract of Sale. Whenever the term "Redeveloper" appears in this Assignment Agreement and Amendment, or in any other document relating to the Property, it shall include and refer to Assignee hereunder.

(b) It is understood and agreed that such sum of TWO HUNDRED FIFTY-SEVEN THOUSAND ONE HUNDRED NINETY and 20/100 DOLLARS (\$257,190.20) shall be paid to Assignor by Assignee at close of escrow on this Assignment Agreement and Amendment, less amounts paid to Agency, lienholders, and other parties holding a claim against Assignor.

2. Assignee, for itself and its successors and assigns, assumes and agrees expressly for the benefit of the Redevelopment Agency of the City of Sacramento, and except as modified by this Assignment Agreement and Amendment, to comply with, perform and execute all of the covenants and obligations of Assignor contained in said Contract of Sale, and to be subject to all of the conditions and restrictions to which the Assignor is subject thereunder. It is the intention of the parties hereto that, except only in the manner and to the extent specifically provided otherwise in this Assignment Agreement and Amendment, or in the Contract of Sale, that this assignment and transfer of Assignor's interest in said Contract of Sale, shall in no way operate, legally or practicably, to deprive or limit Agency of or with respect to any rights, remedies or controls provided in or resulting from said Contract of Sale, and the construction of the improvements thereunder that the Agency would have had, had this assignment not been made.

3. (a) As a material inducement to the Agency to consent to this assignment, Assignee covenants and agrees that it will construct the improvements in accordance with the Contract of Sale and the requirements of the Redevelopment Plan for the Capitol Mall Riverfront Project, Project No. 4.

(b) Subject to all the terms, covenants and

conditions of the Contract of Sale which are not inconsistent with this Assignment Agreement and Amendment, the Agency will convey the Property to the Assignee, upon the payment in full by the Assignee, which payment the Assignee hereby agrees to make, of a Purchase Price in the amount set forth in the Contract of Sale.

4. Agency hereby acknowledges that Assignee is an acceptable Redeveloper and Agency expressly consents to this assignment.

5. Assignee has, prior to the execution of the Assignment Agreement and Amendment, delivered to the Agency a good faith deposit in form satisfactory to the Agency in the amount set forth in the Contract of Sale.

6. The parties hereby agree that the Contract for Sale of Land for Private Redevelopment dated June 29, 1979, shall be amended as follows:

- (a) The designation of the Redeveloper contained in subsection (a) of Section 7 shall be amended to read as follows:

"CALIFORNIA HISTORIC PROPERTIES-80
928 Second Street
Sacramento, California 95814":

- (b) Subsection (i) of Section 8 entitled "Reimbursement for Construction Plans" shall be deleted in its entirety. The Assignor and/or Assignee shall have reimbursed Agency in the amount of Twenty-Nine Thousand Three Hundred Six and No/100 Dollars (\$29,306.00) for the architectural plans, engineering plans, and soils investigation described in said Section 8(i) as a condition prior to the Agency's acceptance of this Assignment Agreement and Amendment.
- (c) Page 1 of Exhibit "D", "Schedule of Performances" for the "Phase I Property", is hereby deleted. Substituted in lieu thereof is a new page 1, Schedule of Performances for the Phase I Property. Said amended page 1 is attached hereto and by this reference made a part hereof.
- (d) Paragraph 2 of Exhibit "E", "Scope of Development", shall be deleted in its entirety. Substituted in lieu thereof is a new paragraph 2 to read as follows:

"2. The structure will consist of four levels, including a courtyard, street level, second and third floors, comprised of 24,856 square feet.

"The building complex will be a mixed use complex including retail commercial uses on the courtyard level; street level will be high quality retailing and uses ancillary to the upper floors which will be occupied by high quality and unique hotel rooms and suites. The alternative use of the upper two floors will be high quality offices."

7. Except as modified by this Assignment Agreement and Amendment to Contract for Sale of Land for Private Redevelopment, all other terms and conditions of said Contract for Sale of Land for Private Redevelopment dated June 29, 1979, shall remain in full force and effect.

8. Assignee hereby acknowledges receipt of the following agreements and documents:

- (a) Redevelopment Plan for the Capitol Mall Riverfront Project, Project No. 4, adopted by the City Council of the City of Sacramento, by Ordinance No. 2681, Fourth Series, on August 25, 1966, as amended of record;
- (b) Declaration of Restrictions for the Old Sacramento Historic Area dated August 30, 1971 and recorded on August 30, 1971 in Book 71-08-30 of Official Records of Sacramento County, beginning at page 342;
- (c) Conformed copy of the Contract for Sale of Land for Private Redevelopment dated June 29, 1979, executed by the Redevelopment Agency of the City of Sacramento and Ebner's Hotel Associates, a General Partnership, Assignor hereunder;
- (d) Terms and Conditions, Part II of Contract for Sale of Land for Private Redevelopment (HUD 6209B, 9-69), recorded on June 16, 1970 in Book 70-06-16 of Official Records of Sacramento County, beginning at page 203; and
- (e) Conformed copy of Agreement to Participate in Property Owners Association dated June 29, 1979, executed by the Redevelopment Agency of the City of Sacramento and Ebner's Hotel Associates, a General Partnership, Assignor hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement and Amendment to Contract for Sale of Land for Private Redevelopment, effective as of the date first above written.

ASSIGNOR: EBNER'S HOTEL ASSOCIATES, a
General Partnership

By _____

By _____

ASSIGNEE: CALIFORNIA HISTORIC PROPERTIES-80

By _____

By _____

By _____

AGENCY: REDEVELOPMENT AGENCY OF THE CITY
OF SACRAMENTO

By _____ Chairman

By _____ Secretary

APPROVED AS TO FORM:

Agency Attorney

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On this _____ day of _____, 1981, before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared _____

known to me to be _____ of EBNER'S HOTEL
ASSOCIATES, the partnership that executed the within instrument,
and known to me to be the person(s) who executed the within instru-
ment on behalf of the partnership therein named, and acknowledged
to me that such partnership executed the same.

WITNESS my hand and official seal.

Notary Public in and for said
County and State.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On this _____ day of _____, 1981, before
me, the undersigned a Notary Public in and for said County and
State, personally appeared _____

known to me to be _____ of CALIFORNIA
HISTORIC PROPERTIES-80, the partnership that executed the within
instrument, and known to me to be the person(s) who executed the
within instrument on behalf of the partnership therein named, and
acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Notary Public in and for said
County and State.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On this _____ day of _____, 1981, before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared _____,
known to me to be the _____,
respectively, of the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO,
a public body, corporate and politic, that executed the within
instrument, and known to me to be the persons who executed the
within instrument on behalf of said Agency, and acknowledged to me
that such Agency executed the same, and acknowledged to me that such
Agency executed the same pursuant to a resolution of the members
thereof.

WITNESS my hand and official seal.

Notary Public in and for said
County and State.

EXHIBIT "D"

SCHEDULE OF PERFORMANCES

PHASE I PROPERTY (AS AMENDED):

- | | |
|--|--|
| 1. Redeveloper shall prepare and submit to the Agency Revised Final Construction Plans for Redeveloper's Improvements. | Within three (3) months after the effective date of the Assignment Agreement and Amendment. |
| 2. Agency shall approve or disapprove Redeveloper's Revised Final Construction Plans. | Within one (1) month after submission of such Revised Final Construction Plans. |
| 3. Redeveloper shall submit Evidence of Financing to the Agency. | Within one (1) month after the Agency approves Redeveloper's Revised Final Construction Plans. |
| 4. Agency shall approve or disapprove Redeveloper's Evidence of Financing. | Within two (2) weeks after submission of such Evidence of Financing. |
| 5. Redeveloper shall deposit the Purchase Price for the Phase I Property into escrow. | Within two (2) weeks after the Agency approves Redeveloper's Evidence of Financing. |
| 6. Agency shall deposit the Deed for the Phase I Property into escrow. | Within two (2) weeks after the Agency approves Redeveloper's Evidence of Financing. |
| 7. The Purchase Price for the Phase I Property shall be paid to the Agency, the Deed delivered to the Redeveloper, and escrow shall be closed. | Within two (2) weeks after the Agency deposits the Deed into escrow. |
| 8. Redeveloper shall commence construction and restoration of the Phase I Property. | Within two (2) weeks after the close of escrow. |
| 9. Redeveloper shall complete construction and restoration of the Phase I Property. | Within twelve (12) months after the commencement of such construction and restoration. |



CLERK'S OFFICE
CITY OF SACRAMENTO

MAY 1 10 49 AM '81

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

April 30, 1981

*Take
Enter in
disposition
Book*
*(w)
Done*

Redevelopment Agency of
the City of Sacramento
Sacramento, California

Honorable Members in Session:

SUBJECT: Public Hearing - Assignment Agreement - Ebner Hotel/
Empire House

The Agency has been requested to approve an assignment of the interests of Ebner's Hotel Associates to California Historic Properties - 80 for Old Sacramento Parcels Nos. 83 and 84.

The public hearing by the Redevelopment Agency must be held on or after May 14, 1981, so as to allow sufficient time to complete the necessary documentation and give the required notice of the hearings before the Commission and the Agency.

Unless you advise me otherwise, I will set this hearing for your May 14, 1981 meeting.

/jlr

Respectfully submitted,

William H. Edgar

WILLIAM H. EDGAR
Interim Executive Director

