

The applicant revised the plans and submitted a second application. The revised plans were slightly reduced in size and concentrated the project on the south side of K Street between 17th and 18th Streets. The scale and intensity of the project were not significantly reduced making the project still incompatible with surrounding uses, zoning and the community plan. A staff report recommending denial of the project was prepared for the Commission meeting of July 26, 1984. Prior to the hearing, the applicant requested the project be continued.

The applicant requested a meeting with staff and City Councilman Shore, Chairperson of the Downtown Redevelopment Plan Committee. At that time, it was suggested that, in light of the Central City Plan goals and the proposed Redevelopment Plan Update, the project might be acceptable if expanded to include residential uses. The applicant explored this alternative and has since indicated mixed commercial/residential uses are economically infeasible. Exterior elevations and floor plans have been modified and resubmitted.

STAFF EVALUATION: Staff has the following comments:

Land Use

Both the 1974 General Plan and the 1980 Central City Plan designate the site for commercial and office uses. The site is surrounded by a mixture of commercial, residential and institutional uses. The C-2 zone allows office uses.

The surrounding uses in the area are generally on smaller lots and distinctly different in scale with the development pattern west of 16th Street in the Central Business District zone. The proposed use could significantly change the scale of the project area and blur the definition between the C-3 and C-2 zone areas.

Design

- A. The applicant proposes to construct an office building at the southeast corner of 17th and K Streets. The proposed office will be 107,000± square feet in size. It will consist of four stories. The height will be 45 feet. The building will be constructed of poured in place concrete and solar glass. The applicant proposes 8,500± square feet of ground floor retail to be located along street frontages. Some office space will be located in the interior portion of the ground floor. The structure exceeds 75,000 square feet, and is therefore a major project. A special permit is necessary under the major project review provision of the Zoning Ordinance.
- B. The applicant also proposes to construct a 95,000 square foot parking structure on the adjacent parcel to the east (the southwest corner of 18th and K Streets). The site is owned by St. John's Lutheran Church, located south of the proposed office building. The church will use the structure on Sundays and week nights. A variance to locate off-site parking is necessary. The proposed parking structure will have 10 levels and be 35 feet in height. The office building requires 267 parking spaces; 271 will be provided in the parking structure. Access to parking will be located off of the alley. The parking structure will be constructed of material and colors to match the office.

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- C. The applicant has cut the corners of the office structure to reduce its mass. The retail space has been oriented into the ground floor area to reduce problems with transients. Building materials have been simplified. Finally, the lines of the structure have been oriented vertically to tie into the church's vertical lines. The Design Review Board staff comments that there is no relationship between the rooflines of the new structures and the church. There is little facade movement or change of planes on the proposed building. In addition, cutting the corners of the office does not significantly reduce the visual mass.
- D. The Traffic Engineer indicates there is a compact parking ratio of 37%. This exceeds the maximum allowed by the Zoning Ordinance.

Policies

- A. The subject site is located in Redevelopment Project No. 8. The agency staff indicated concern over the size and scale of the project in relationship to surrounding land uses. The project is consistent with the current redevelopment plan if it is reduced in scale. However, the Redevelopment Plan Update proposes to designate the site for residential uses.
- B. The area east of 16th Street between H and N Streets was rezoned from C-3, Central Business District, to C-2 in the 1980 Central City Community Plan Update. The intent of the rezoning was to centralize high density office uses into the Central Business District and create a transition to the predominantly residential uses east of 18th Street. In addition, a goal of the Central City Plan is "to provide the opportunity for a mixture of housing with other uses in the same building or site at selected locations to capitalize on advantages of close-in living." Staff finds the project inconsistent with the goal and objectives of the Central City Plan and the intensity of surrounding development.
- C. Plans for this project were reviewed by a representative of Sacramento Old City Association (SOCA) who have expressed an opposition to the project.
- D. In relation to traffic, K Street is designated a local street with an on-street bikeway in the Central City Circulation Plan. The K Street bikeway is the primary bikeway corridor through the Central City; 18th Street is also a local street. The Traffic Engineer calculates that 2,243 vehicle trips will be generated daily by offices which will be using the parking structure. This will severely impact the character and safety of these local streets and the bikeway.

A lot line adjustment has been requested to merge four parcels into two, creating one parcel for the office and a second parcel for the parking structure. Plans for the merger were routed to the City Engineer, Real Estate Supervisor, Fire, Traffic, and Water and Sewer. The City Engineer requests new legal descriptions to accompany documents recording the merger.

The applicant has requested a variance to locate the required parking off site. Due to lot size and developments (new and old) with on-site parking, the area has developed with a scale substantially different from the C-3 zone west of 16th Street

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The applicant has demonstrated no hardship to support the requested variance for off-site parking.

In conclusion, staff finds the scale and intensity of this project to be similar to that of the applicant's previous request (P84-097). Therefore, it is inconsistent with the C-2 zone as well as goals and policies of the 1980 Central City Plan.

ENVIRONMENTAL DETERMINATION: The Environmental Coordinator has determined that the proposed project will not have a significant adverse effect on the environment and has filed a negative declaration.

STAFF RECOMMENDATION: Staff recommends:

- A. Ratification of the Negative Declaration;
- B. Denial of the Special Permit for a 107,000± square foot office and a 95,000± square foot parking structure, based upon findings of fact which follow;
- C. Denial of the Variance to locate parking off site, based upon findings of fact which follow;
- D. Approval of the proposed Lot Line Merger by adopting the attached resolution.

Findings of Fact - Special Permit

- 1. The project is not based upon sound principles of land use in that:
 - a. The scale and intensity of the project are incompatible with the scale and intensity of surrounding development which consists primarily of one and two story structures and a church to the south;
 - b. The scale and intensity of the project is more compatible with the Central Business District (C-3) zone.
- 2. The project is not in conformance with the intent of the 1980 Central City Plan "to establish the area between 16th and 18th and H and N Streets as a buffer zone preventing high density office buildings from encroaching on midtown residential and small scale commercial uses".
- 3. The proposal conflicts with Zoning Ordinance regulations which restrict compact parking to 30% of the spaces provided.
- 4. The proposal conflicts with the goal of the Central City Plan to "provide the opportunity for a mixture of housing with other uses in the same building or site at selected locations to capitalize on advantages of close-in living".

Findings of Fact - Variance

Granting the variance constitutes a special privilege granted a single property owner in that no special circumstance exists which prohibits the applicant from providing on-site parking as required in the C-2 zone.

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July 23, 1987

City Planning Commission
Sacramento, California

Members in Session:

Subject: 1700 K Street (P87-291)

- A. Negative Declaration
- B. Variance to locate required parking off-site
- C. "Project Review" to construct a five story, 112,500 sq. ft. office building and five and one-half story, 281 space parking facility on 1.2+ vacant acres in the General Commercial (C-2) zone.

PROJECT INFORMATION:

1974 General Plan Designation: Commercial and Offices
1980 Central City Community
Plan Designation: General Commercial
Existing Zoning of Site: C-2
Existing Land Use of Site: Auto dealer shop and vacant

Surrounding Land Use and Zoning:

North: Auto dealership and residential; C-2
South: Commercial and church; C-2
East : Church and school; C-2
West : Commercial; C-2

Parking Required: 281 spaces
Parking Provided: 281 spaces
Parking Ratio: 1:400
Property Dimensions: 320' x 160'
Property Area: 1.2+ acres
Square Footage of Building: 112,500 sq. ft. office; 84,500 sq. ft. parking
Height of Structure: To plate line - 58'
To top of mechanical screen - 77'
Topography: Flat
Street Improvements: Existing
Utilities: To be provided
Exterior Building Colors: Off-white and bronze glass
Exterior Building Materials: Drivit, concrete and glass

SUMMARY: On March 19, 1985, the City Council approved the necessary entitlements, subject to conditions, to develop a 112,500 sq. ft. office building with a 281 space parking facility on a one-half City block site at the southeast corner of 17th and K Street (refer to original staff report, Attachment E). The two entitlements consisted of a Major Projects Special Permit and a Variance for off-site parking.

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The applicant prepared the site for construction and obtained a permit for test-piling but aborted construction prior to obtaining any building permits. The two year and one year terms, respectively, for the special permit and variance subsequently expired. The applicant has submitted a new application to develop the same project on the subject site. This application, however, is subject to all the provisions of the recently enacted Downtown Urban Design Plan Development Strategy and Architectural Design Guidelines adopted by the City Council on June 16, 1987.

BACKGROUND:

1. Urban Design Plan

Resolution 87-040 requires that projects exceeding 75,000 sq. ft. located within the merged Downtown Redevelopment Area, but outside of the C-3 zone, execute either an Owner Participation Agreement (OPA) or a Disposition and Development Agreement (DDA) prior to City Council approval of the project (refer to attachment B). This project is located within the C-2 zone of the merged Downtown Redevelopment Project Area. The Resolution addresses the payment of a development fee; provisions for transit, traffic mitigation measures, child care, and ground floor retail; and compliance with the Downtown Architectural Design Guidelines. Exhibit C contains a copy of the OPA submitted to the applicant by the Sacramento Housing and Redevelopment Agency (SHRA) pursuant to Resolution 87-040. This OPA must be executed prior to transmittal of the project to the City Council. Any conditions of project approval by the Planning Commission and Design Review/Preservation Board will be incorporated into the OPA.

2. Architectural Design Guidelines

Pursuant to Resolution 87-040, the CBD - Architectural Design Guidelines are applicable to all Downtown Redevelopment areas outside the C-3 zone. The proposed project was evaluated in light of the new Design Guidelines.

The architectural design and massing of the subject building and garage are the same plans which were approved by the Commission on February 14, 1985. The design of the project went through several design changes based upon concerns regarding the size, height and scale of the project in relationship to the surrounding area.

The proposed office building incorporates a stepped-back design at the 3rd, 4th and 5th floors, which reduces the mass of the building from street view from both K Street and 17th Street. The height of the adjacent parking facility also steps down in increments of 56', 52', 45' and 41' along K Street in a west to east direction. The staff finds the massing and stepped back design acceptable and consistent with the Design Guidelines.

The project also incorporates ground floor retail space in the office building consisting of 8,500 sq. ft. Dedication of ground floor retail space is one of the trade offs for allowing the building to exceed the 45' height standard of the C-2 zone and is also a policy in the new Urban Design Plan.

A similar condition was granted for the same developer at the 16th and K office building completed in 1985. However, within two years, upon completion of the building, the applicant requested and received Commission approval to remove the ground floor retail requirement due to an opportunity to lease the ground floor space to State office tenants.

Staff recommends that the retail requirement for the ground level space, as shown on Attachment A-1, remain in effect for a minimum period of five years from date of final building inspection to allow the developer ample time to aggressively market the space for retail commercial tenancy. It is recommended that this covenant be incorporated into the OPA. Permitted retail commercial uses are contained in Exhibit A of Resolution 87-040.

Section 6.0 of the Design Guidelines also requires that the street level portion of any new development use durable and quality materials. The subject project proposes to use concrete, drivit and glass on the building. Drivit and concrete are not acceptable materials for the building base. The project needs to be modified to incorporate more quality finishes for the building base exterior (area, including and below the 2nd floor fascia band). Recommended materials include tile, brick, terra-cotta, or stone.

Buildings in the immediate vicinity (YWCA, St. John's Lutheran Church, Comstock Elderly Hi-rise) are constructed of brick or stone. Drivit is an acceptable material above the building base.

The proposed project is subject to Design Review/Preservation Board review following Commission action on the application. Design Review/Preservation staff will evaluate the design of the building and garage in more detail vis-a-vis the Architectural Design Guidelines.

Negative Declaration: The Environmental Coordinator has filed a Negative Declaration with mitigation measures for the subject project. The following project mitigation measures include:

1. Air

The proposal includes a five and one-half story, 281 space parking garage. To avoid possible adverse environmental impacts the following shall apply:

- The applicant shall prepare an air quality analysis of the air circulation within the proposed garage, including CO levels and

other vehicle pollutants generated at full occupancy peak use times and including its impact on the immediate area's ambient air quality. This analysis must be prepared by a certified professional in the field and must recommend appropriate mitigation measures if necessary. The study must be accompanied by a letter from the Air Resources Board or other appropriate agency identified by the ARB assessing the adequacy of and concurring with the findings in the report. This air quality study is required prior to the issuance of a building permit.

2. Noise

The primary new source of noise associated with this development will be related to new construction. These impacts are temporary in duration and have no long term significant environmental impacts. However, due to the proximity of St. John's Church, the following mitigation measure shall apply:

- Construction activity shall occur between the hours of 7:00 a.m. and 5:00 p.m. Monday through Saturday. No construction shall be allowed on Sundays.

3. Land Use

The project is located within the Central Business District as identified for a proposed Master EIR, which is anticipated to commence in the near future. To ensure compliance with the mitigation measures that will be generated with the Master EIR, the following shall apply:

- The applicant shall comply with the Owner Participation Agreement (OPA) with the Sacramento Housing and Redevelopment Agency and shall contribute a pro-rata share of mitigation measures identified in the CBD EIR.

4. Transportation/Circulation

The applicant indicates the primary hours of operation of the project will be 8:00 a.m. to 5:00 p.m., Monday through Friday. Because these standard office hours coincide with peak hour traffic, in order to lessen the impact on the surrounding street system, the following mitigation measure shall apply:

- The applicant shall institute a Transportation Systems Management (TSM) program to reduce peak hour trip generation by 15 percent. These measures shall include incentives such as bicycle lockers, showers, preferential car pool parking, subsidized monthly Regional Transit passes, and other measures in accordance with the City's adopted TSM Ordinance.

STAFF RECOMMENDATIONS: Staff recommends the following actions:

- A. Ratification of the Degative Declaration.
- B. Approval of the Variance for off-site parking subject to conditions and based upon the findings of fact which follow;
- C. Approval of the "Project Review" subject to the following conditions. These conditions shall be incorporated into the OPA.

Conditions of Variance & "Project Review"

1. The structures shall be completed as shown on the approved plans, including:
 - a. an overall area of the office building of 112,500 gross square feet, five stories in height.
 - b. 8,500 square feet of ground floor retail commercial as defined in Exhibit A of Resolution 87-040 and shall be located along the K Street and 17th Street frontage of the office building as shown on Attachment A-1. The designated retail space shall remain or reserved for retail uses for a minimum period of ~~two~~ *five* years from date of final building inspection. No change to the ground level use shall be granted during this period of time. Ground level entry doors and windows shall be transparent glass with a minimum visible transmittance percentage of 78 percent.
 - c. the parking structure shall have a minimum of 281 spaces (1:400 ratio) and shall not exceed 84,500 sq. ft. in area;
 - d. access to the parking structure shall be from 18th Street or K Street (not the alley as shown on the applicant's plans or access to be determined by the City Traffic Engineer); and
 - e. *the structures shall incorporate quality building materials on the building base/elevators/including and below the 2nd floor/ facade band and columns. Recommended materials include, but not limited to/brick/terra cotta/stone/* The final design and materials shall be subject to Design Review Board *Planning Staff* review and approval.
2. The applicant shall execute an Owner Participation Agreement as outlined in Attachment C. Such agreement shall include a dedication of the 80' x 160' parcel of land located at the southwest corner of 17th and K Streets pursuant to the Agreement included as Attachment D.

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3. The applicant shall enter into the above referenced agreement prior to City Council approval of the Project and accompanying Owner Participation Agreement.
4. The project shall provide extensive landscaping of the site which shall consist of large trees (minimum 15 gallons) located along 17, 18, and K Street frontages to soften the visual impact of the large office and multi-story garage. Detailed landscape and irrigation plans shall be reviewed and approved by the City Landscape Architect and Planning Director prior to issuance of building permits.
5. The project shall be subject to the review and approval of the Design Review/Preservation Board.
6. The applicant shall comply with the following mitigation measures identified in the Negative Declaration.
 - a. The applicant shall prepare an air quality analysis of the air circulation within the proposed garage, including CO levels and other vehicle pollutants generated at full occupancy peak use times and including its impact on the immediate area's ambient air quality. This analysis must be prepared by a certified professional in the field and must recommend appropriate mitigation measures if necessary. The study must be accompanied by a letter from the Air Resources Board or other appropriate agency identified by the ARB assessing the adequacy of and concurring with the findings in the report. This air quality study is required prior to the issuance of a building permit.
 - b. Construction activity shall occur between the hours of 7:00 a.m. and 5:00 p.m., Monday through Saturday. No construction shall be allowed on Sundays.
 - c. The applicant shall comply with the Owner Participation Agreement (OPA) with the Sacramento Housing and Redevelopment Agency and shall contribute a pro-rata share of mitigation measures identified in the CBD EIR.
 - d. The applicant shall institute a Transportation Systems Management (TSM) program to reduce peak hour trip generation by 15 percent. These measures shall include incentives such as bicycle lockers, showers, preferential carpool parking, subsidized monthly Regional Transit passes and other measures in accordance with the City's adopted TSM Ordinance.

Findings of Fact - Variances

1. Granting the variances does not constitute a special privilege extended an individual property owner, in that:
 - a. the two sites are in separate ownership; and
 - b. the volume of the office building, in conjunction with the recommended stair-step design, could only be achieved by exceeding the height limit.
2. Granting the request does not constitute a use variance, in that office uses and parking are allowed in the C-2 zone.
3. Granting the request will not be injurious to public welfare nor to property in the vicinity, in that:
 - a. adequate parking for the office will be provided; and
 - b. the office is so designed to minimize the impact of the additional height of the office.
4. Granting the variances is harmonious with the 1974 General Plan as amended and the 1980 Central City Plan which designate the sites for general commercial uses.

REVISION FOR ARD 1/31/82

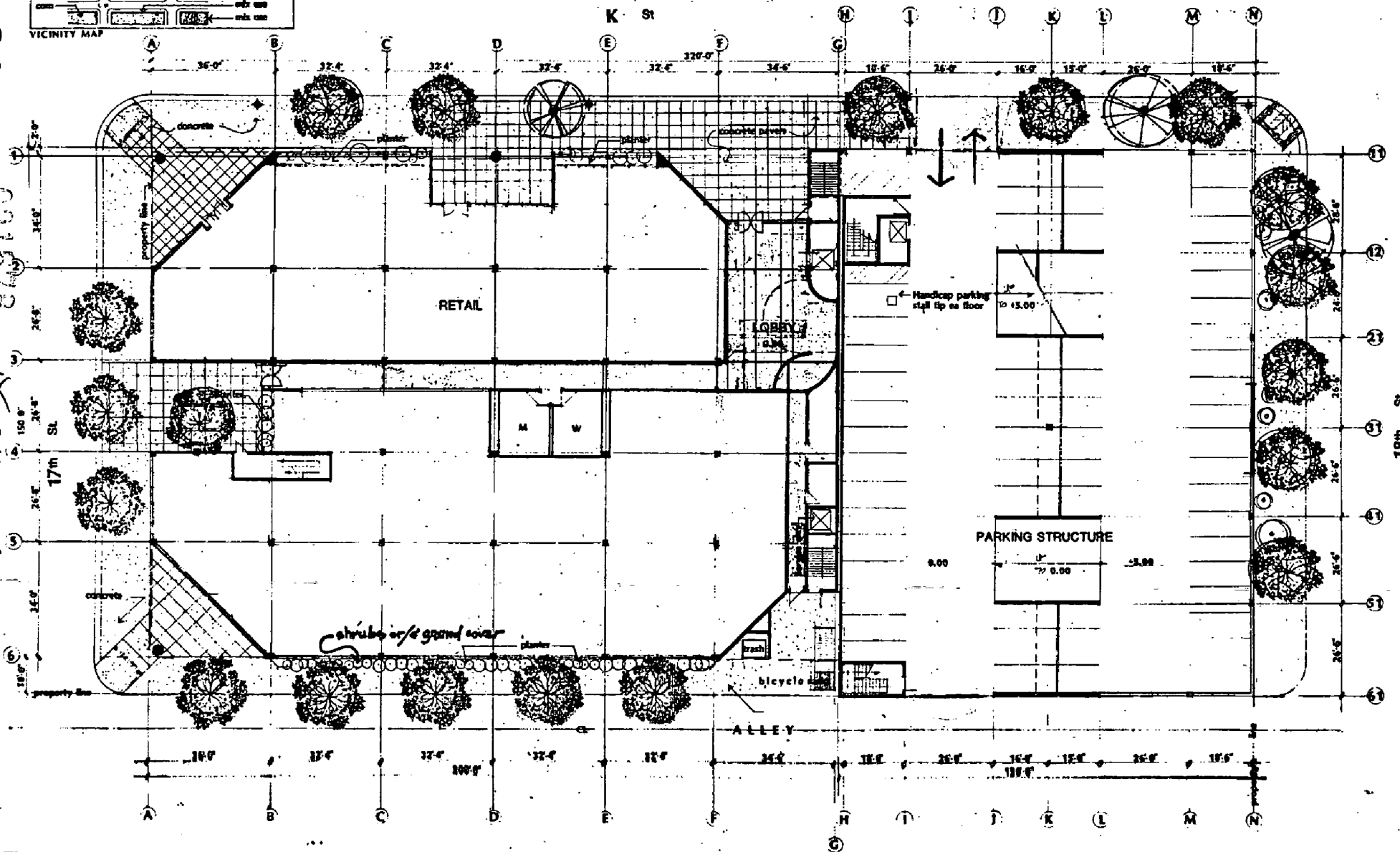
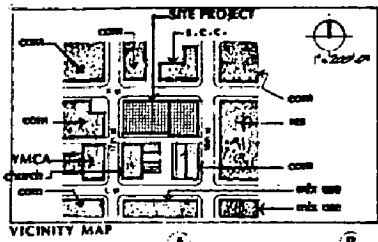
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JK 27

July 23, 1987

THM 19



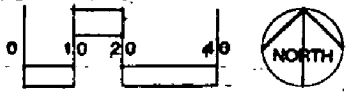
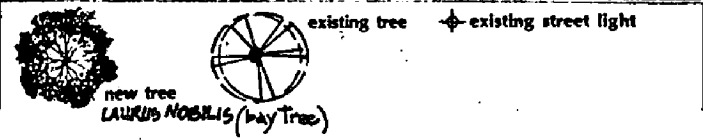
GROUND LEVEL

scale 3/32" = 1'-0"

Cost	24800	(base 11000 retail 8471)
Permit	10000	
Design	10000	
Construction	10000	
Force	10000	
Level	12000	
Hold	9800	
Total	112400	84430

PARKING REQUIRED 281

HANDICAP STALL STALLS REQ. 5
NOTE:
Total no. of parking provided 296 (no compacts 78)



ST. JOE PLAZA
SACRAMENTO CALIFORNIA

18th St.

SCHEME

JAN 19
SACRAMENTO CALIF.

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19



Commercial Industrial Development

January 24, 1985

Sacramento Housing and Redevelopment Agency
630 I Street
Sacramento, CA 95814

Attention: Leo Goto

Letter of Intent
Proposed Residential Complex
16th-17th-K-L Streets

To help facilitate the construction of market rate apartments in the northeast neighborhood, more specifically, portions of the block bounded by K-L-16th-17th Streets and to gain added support for RJB's office/retail/parking project between 17th & 18th on K Street, RJB offers the following proposal:

1. At the request of the Sacramento Housing and Redevelopment Agency, RJB will build whatever number of units good planning and available land dictates up to three stories in height, presently thought to be 90 to 100 units.
2. If the Redevelopment Agency has gained possession within eighteen months of the necessary three parcels lying westerly of RJB's 80' X 160' parcel at the southwest corner of 17th & K Streets, plus whatever other parcels are proposed by the SHRA for the housing complex and after below market rate financing has been assured or every attempt has been made to provide it but without success, and provided a land lease rate has been established in the project pro-forma, which will show the project to be economically feasible with a reasonable rate of return to RJB, RJB will deed it's parcel to the Agency.
3. SHRA, subject to prevailing State and Federal regulations, shall make available below market rate mortgage revenue bond financing for the project.
4. If the project is a rental project, SHRA will lease back the cleared site to RJB for a 55-year period at a ground lease determined by the Agency and in consultation with RJB sufficient to make the housing project feasible including writing the ground lease down if necessary. Construction shall commence within 12 months after the ground lease has been approved by RJB and SHRA.

1515 K Street
Suite 100
Sacramento, CA 95814
Phone: 916/443-0133

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EXHIBIT B

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- 5. Within two months after the SHRA has acquired the parcels proposed for the residential complex, RJB will prepare preliminary plans and a project proforma for SHRA review and approval, which will be needed for financing and lease rate determination.
- 6. After the necessary parcels have been acquired by the Agency, below market financing has been assured, or at least attempted, and a lease rate has been established to make the project economically feasible, if RJB declines to proceed with the project, then RJB will deed it's 80' X 160' parcel to the SHRA at no cost to the SHRA.
- 7. Upon approval of preliminary plans, pro-forma, financing and lease rate, RJB will prepare final construction plans within four months for submission to SHRA and other necessary agencies.
- 8. At the end of the 55-year lease period title to all units and improvements shall revert to SHRA.

Richard J. Benvenuti, Principal
RJB Interests

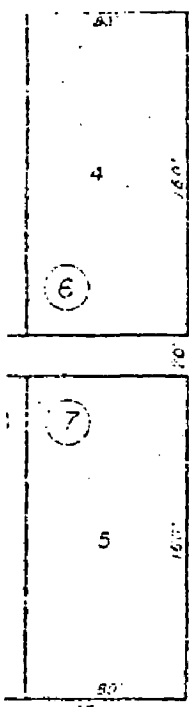
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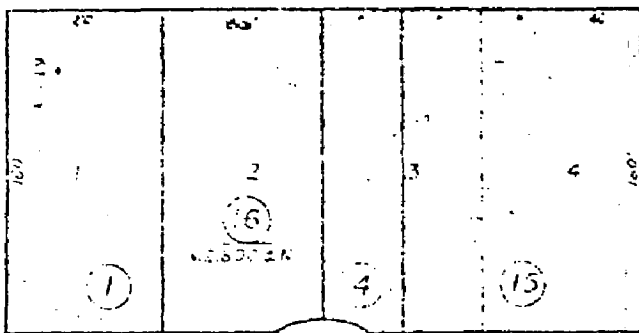
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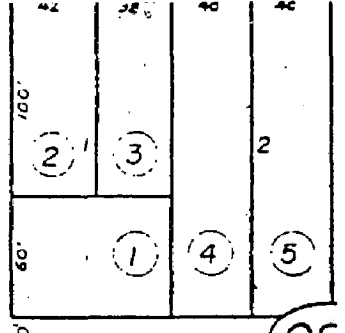
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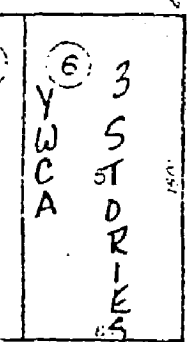
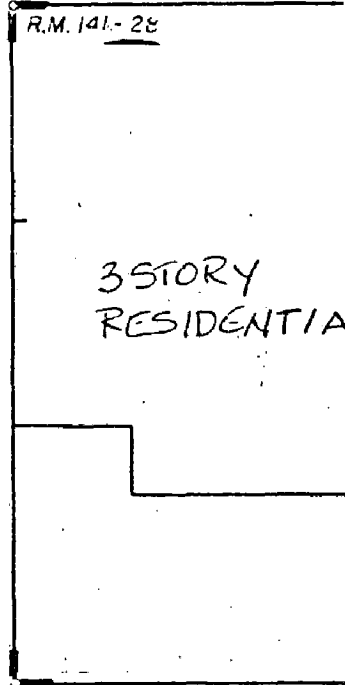
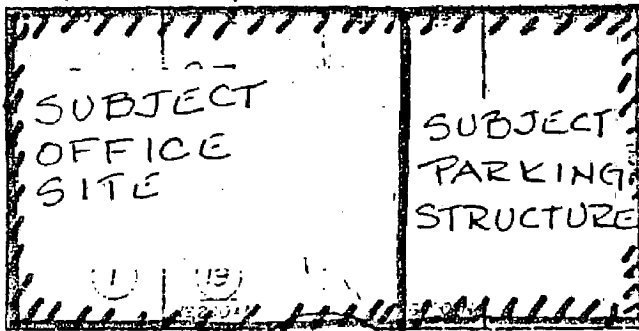
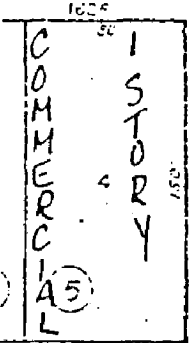


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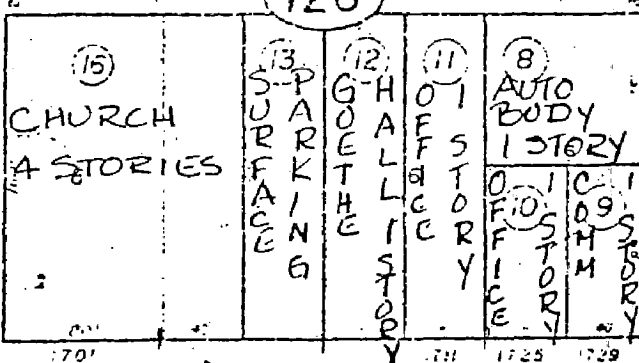
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ST.

K



17th



18th

L

LAND USE & ZONING MAP



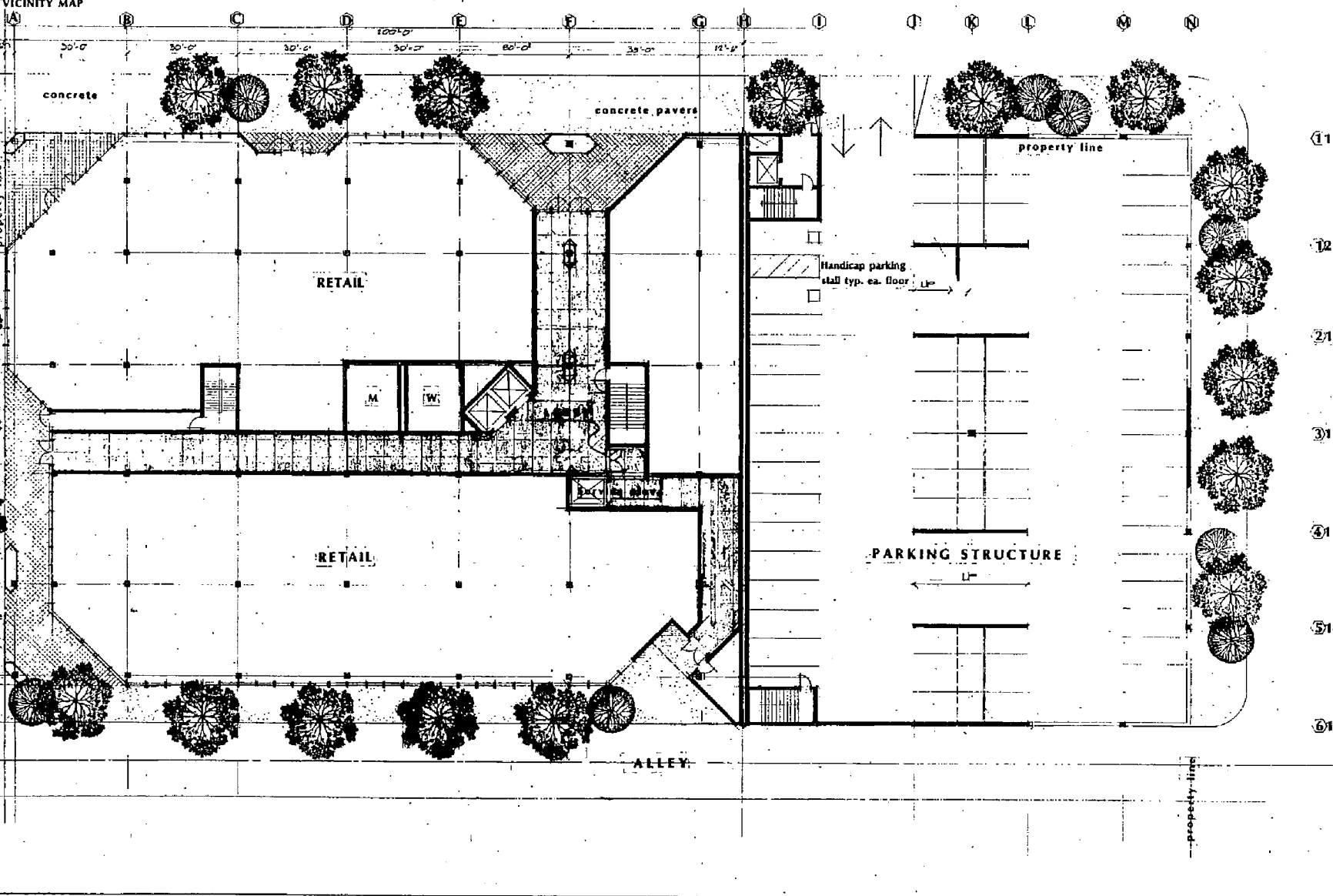
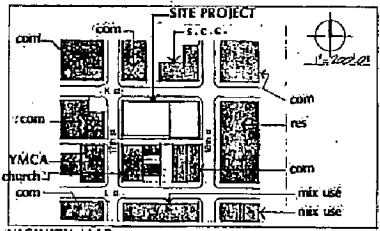
LANDMARK ARCHITECTS
1417 MARKET STREET, SACRAMENTO, CALIF. 95804
TEL: 442-1111
WWW.LANDMARK-ARCHITECTS.COM

ST. JOHN PLAZA
SACRAMENTO, CALIFORNIA

SCHEME 11

DATE: APRIL 1, 1985

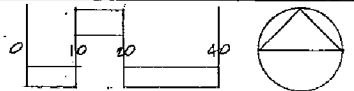
DESIGNED BY: J.C.
DRAWN BY: J.C.
CHECKED BY: J.C.
REVISIONS:



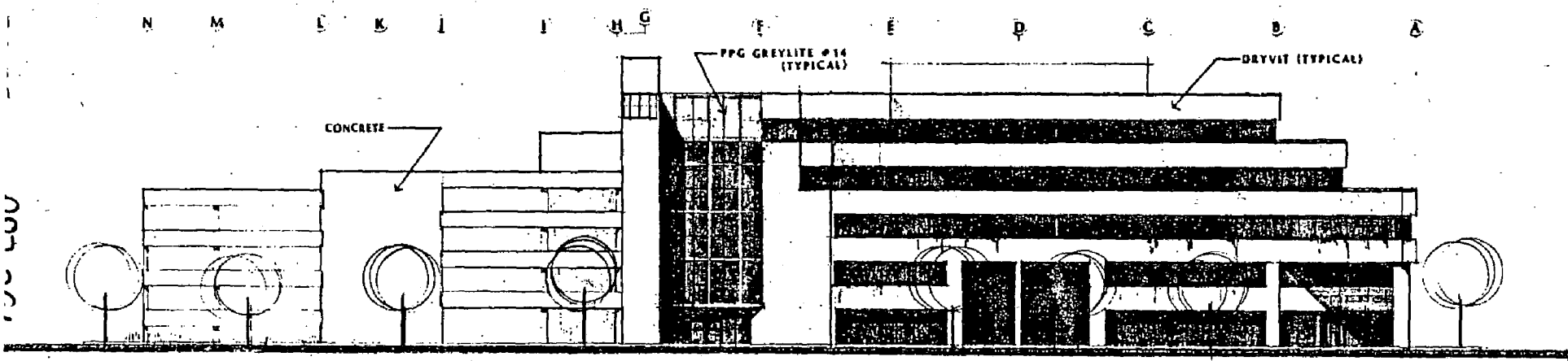
GROUND LEVEL

3/32" = 1'-0"

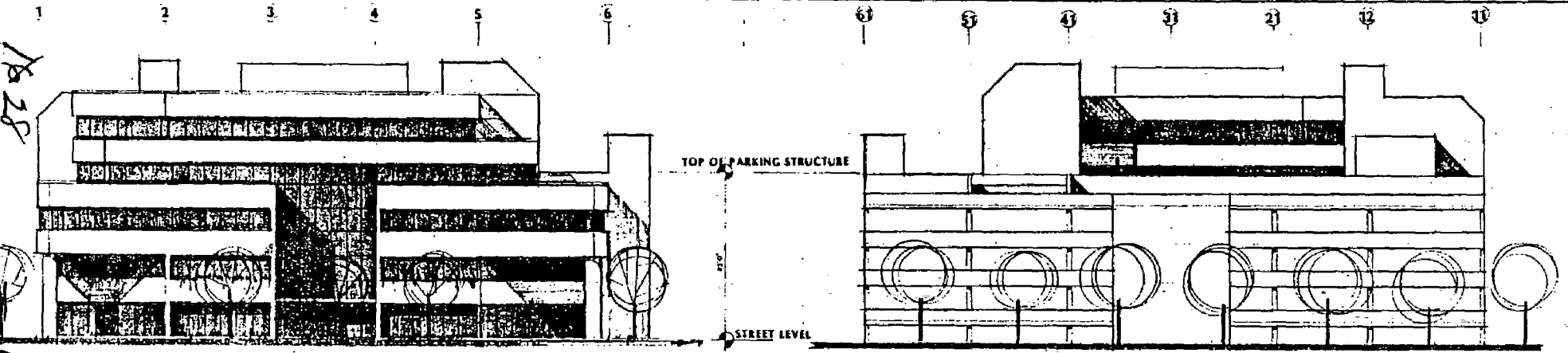
TOTAL AREA
OFFICE BUILDING 112,492 SF GROSS



ATTACHMENT A-1

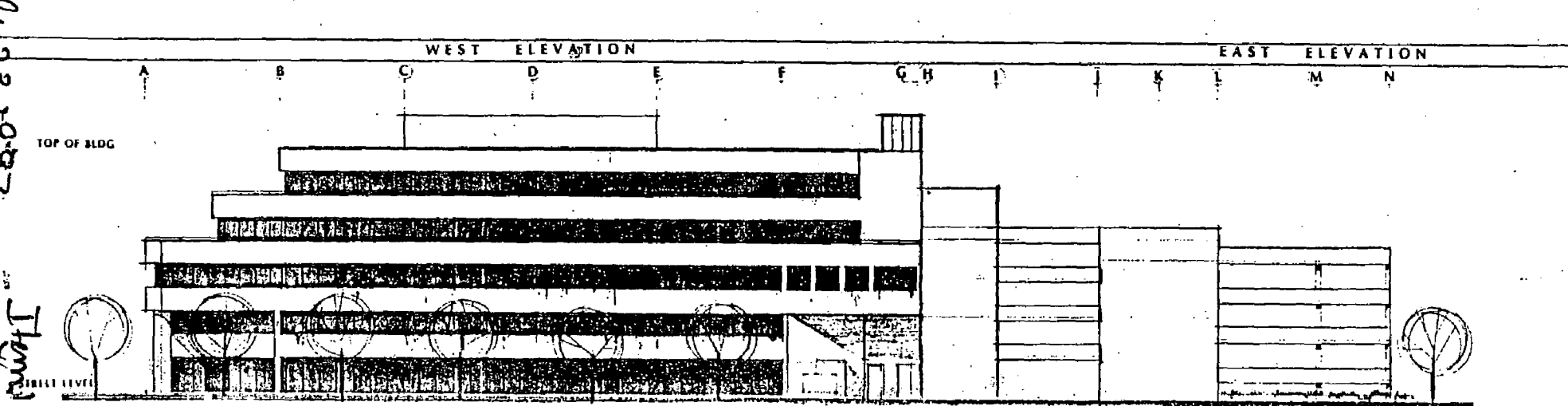


NORTH ELEVATION 3/22/68



WEST ELEVATION

EAST ELEVATION



TOP OF BLDG

STREET LEVEL



ST. JOE PLAZA

SACRAM CALIFOR

SCHEME

JAN 1968

001 201

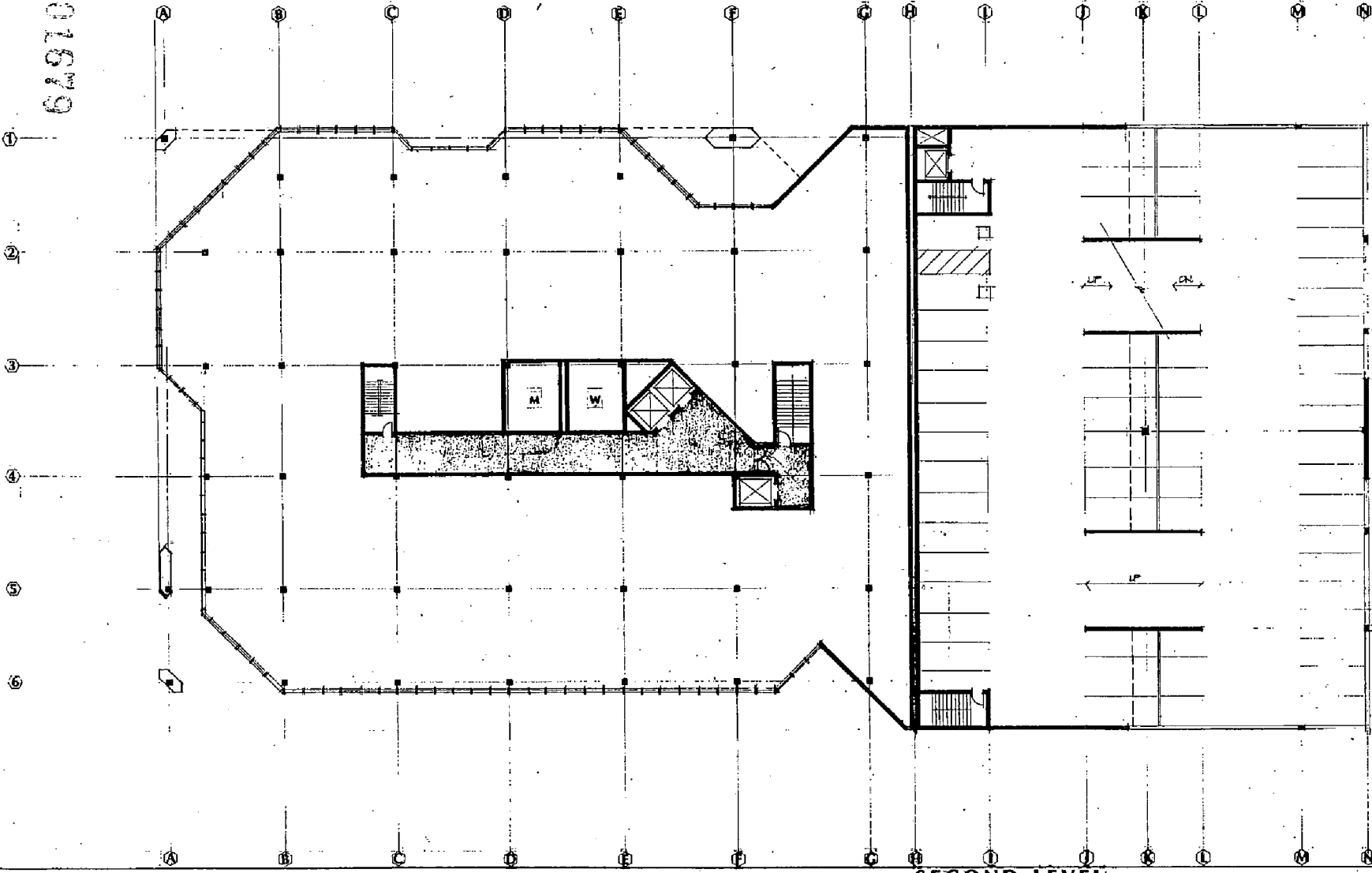
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Thompson

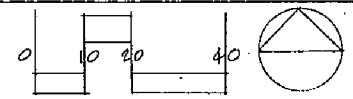
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SECOND LEVEL

3/32" = 1'-0"



CARDINO JONES ASSOCIATES
ARCHITECTS AND PLANNERS, INC.
1415 Howe Park Drive
Sacramento, California 95815
415-444-1000

**ST. JOHN
PLAZA**

SACRAMENTO
CALIFORNIA

SCHEME 11

DATE APRIL 1, 1985
DRAWN BY RJK
SCALE AS SHOWN

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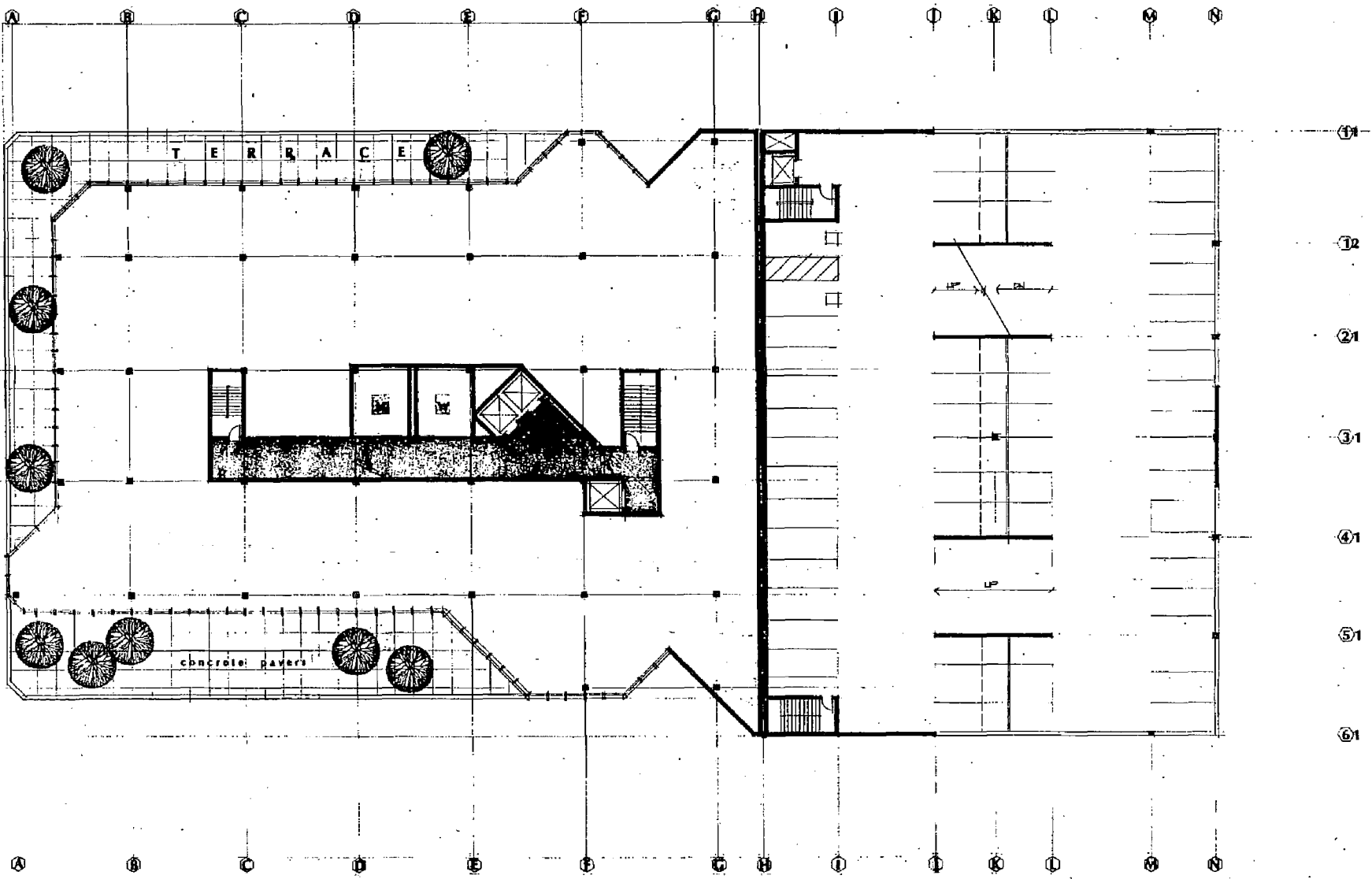


CALIFORNIA STATE BOARD OF ARCHITECTURAL EXAMINERS
Architects and Planners, Inc.
1400 River Park Lane
SACRAMENTO, CALIFORNIA 95811
4/1/85

ST. JOHN PLAZA
SACRAMENTO CALIFORNIA

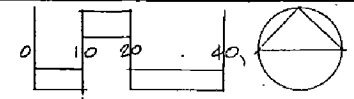
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DATE: APRIL 1, 1985
DRAWN BY: NLC
CHECKED BY: NLC
SCALE: AS SHOWN



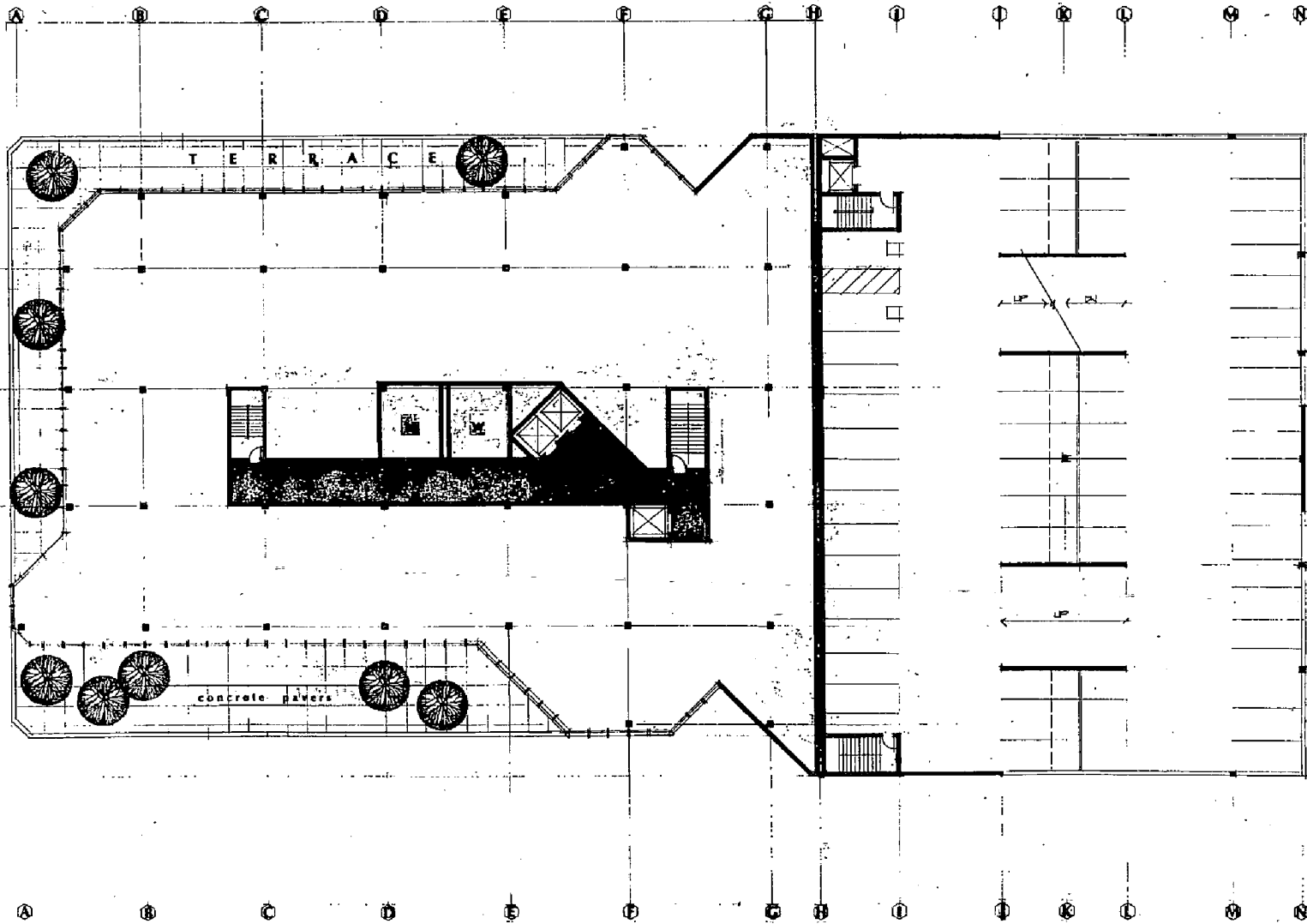
THIRD LEVEL

3/62' x 10'



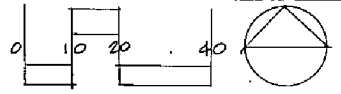
A-3

001630



THIRD LEVEL

1/2" = 1'-0"



CALIFORNIA DEPARTMENT OF PUBLIC WORKS
 ARCHITECTURE AND PLANNING DIVISION
 1215 NORTH WASHINGTON STREET
 SACRAMENTO, CALIFORNIA 95833

ST. JOHN PLAZA
 SACRAMENTO CALIFORNIA

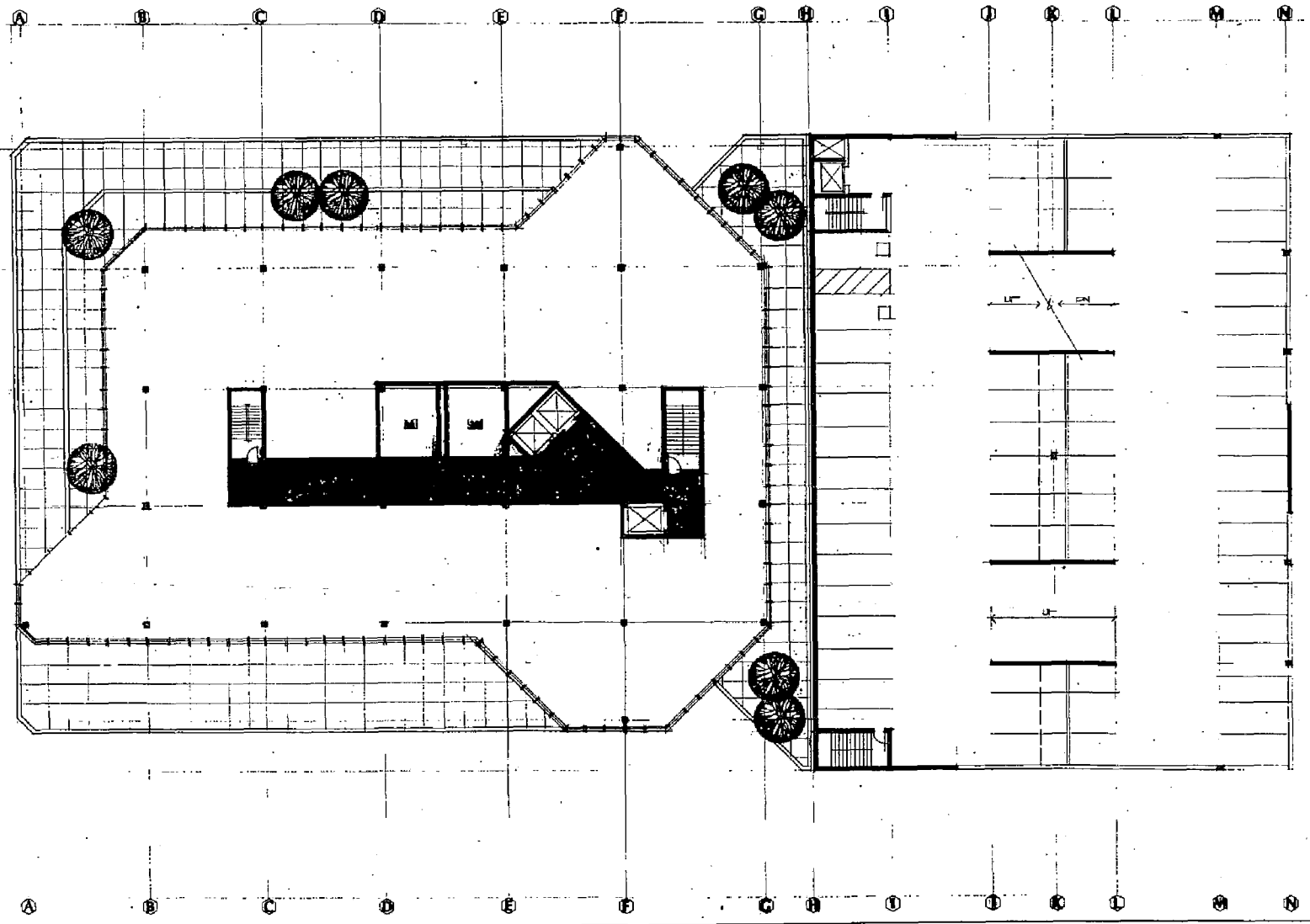
SCHEME 11

DATE: APRIL 1, 1985
 DRAWN BY: NC
 CHECKED BY:
 APPROVED BY:

162-188

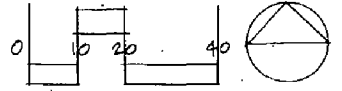
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HTS



FOURTH LEVEL

3/22/80



ST. JOHN PLAZA

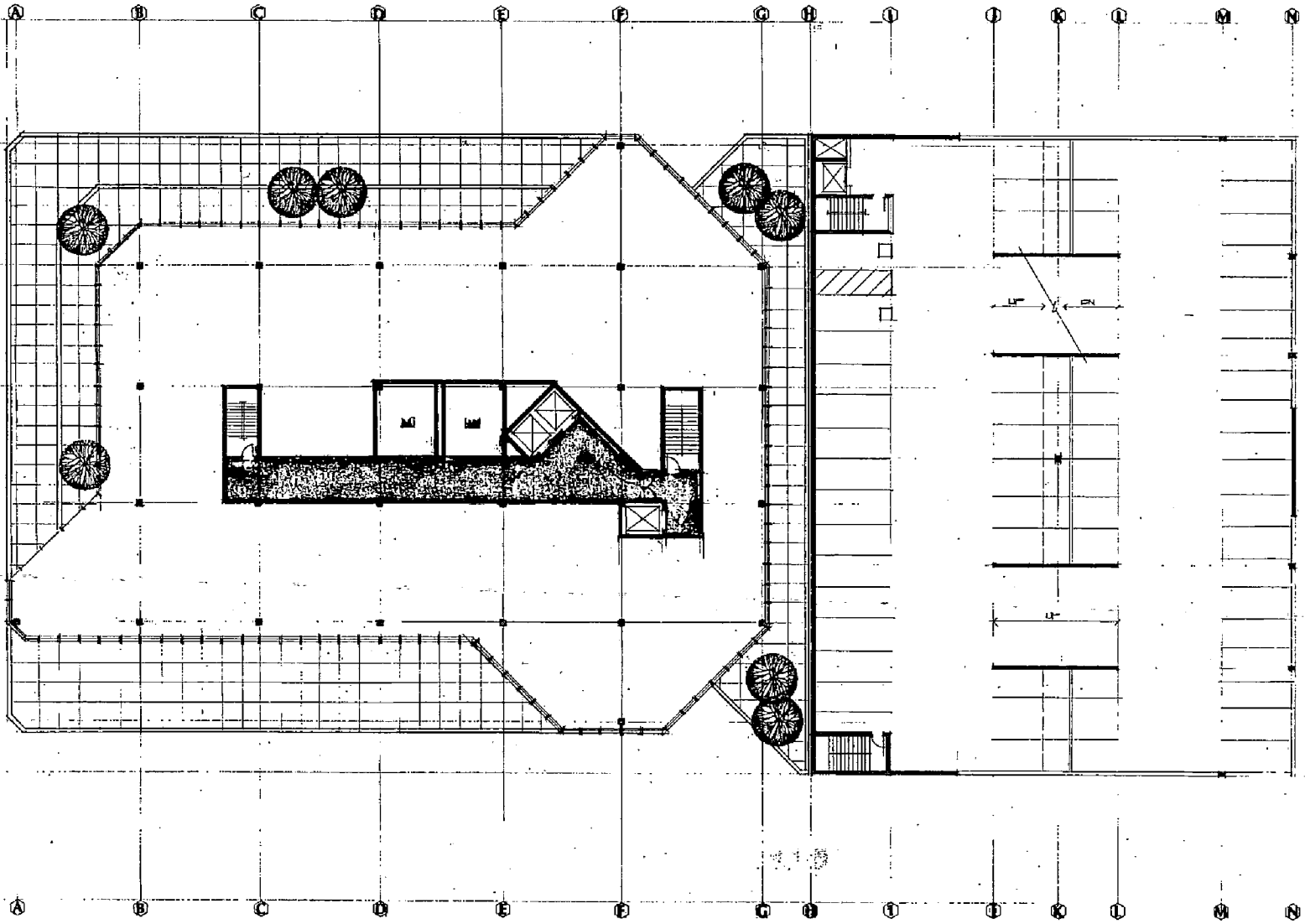
SACRAMENTO, CALIFORNIA

SCHEME 11

DATE: APRIL 1, 1985
DRAWN BY: KJC
ARCHT: [illegible]
REVISIONS: [illegible]

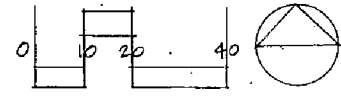
A-4

001691



FOURTH LEVEL

3/32" = 1'-0"



CARROLL AND BRIDGES ASSOCIATES
ARCHITECTS AND PLANNERS, INC.
1515 River Park Drive
Sacramento, California 95811
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ST. JOHN
PLAZA

SACRAMENTO
CALIFORNIA

SCHEME 11

DATE APRIL 1, 1985
DRAWN BY: KJC
(084)
REVISIONS

A-4

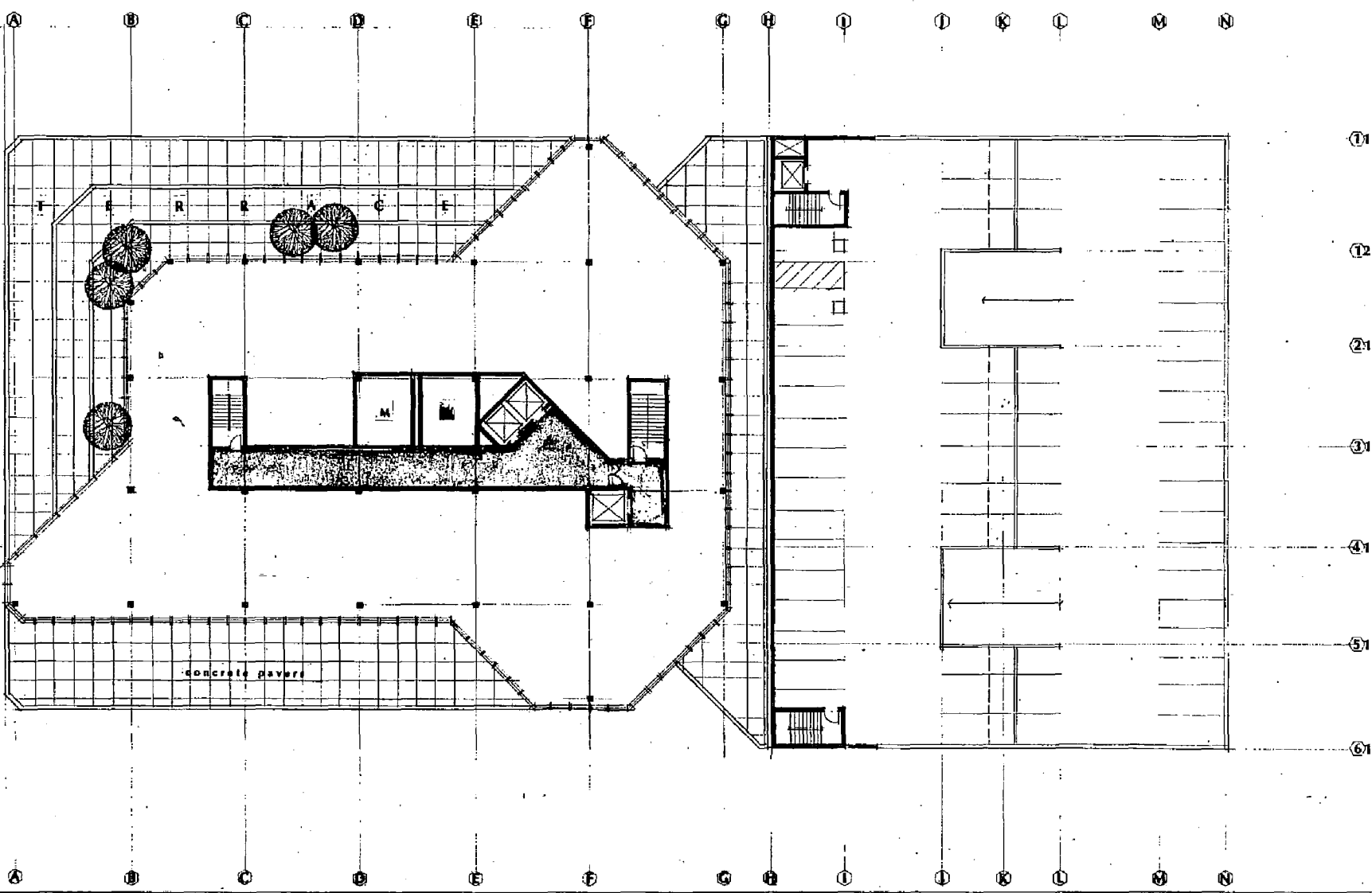
1688-1891



ST. JOHN PLAZA
SACRAMENTO CALIFORNIA

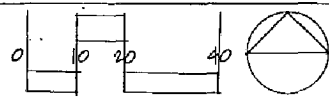
SCHEME 11

DATE: APRIL 1, 1985
DRAWN BY: EJC
SCALE: AS SHOWN



FIFTH LEVEL

2/32' x 1'-0"



A-5

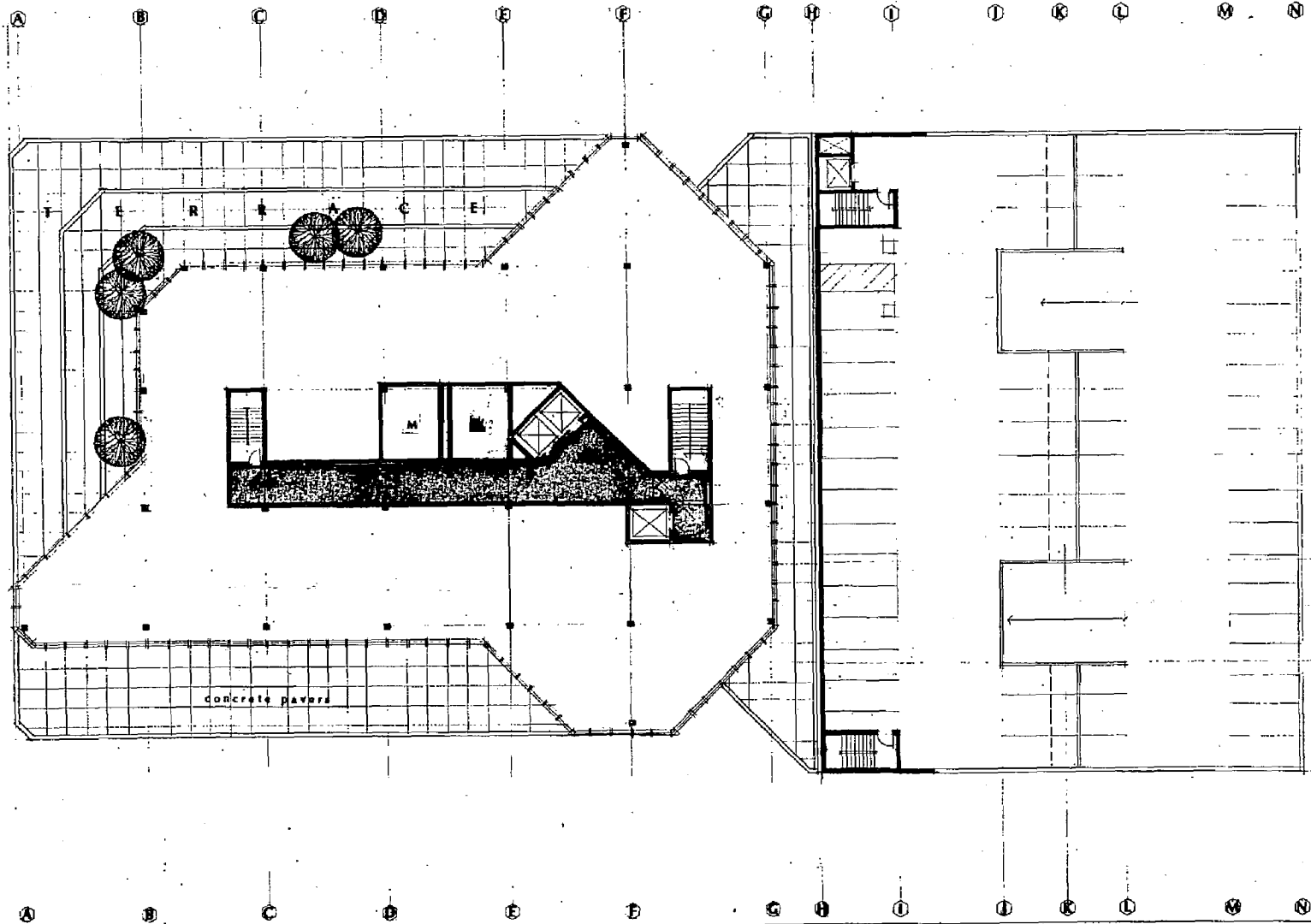
PS 7-291

001692

07-23-87

#19

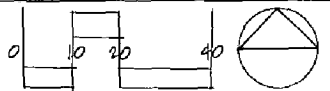
A-5



ST. JOHN
PLAZA
SACRAMENTO
CALIFORNIA

SCHEME 11

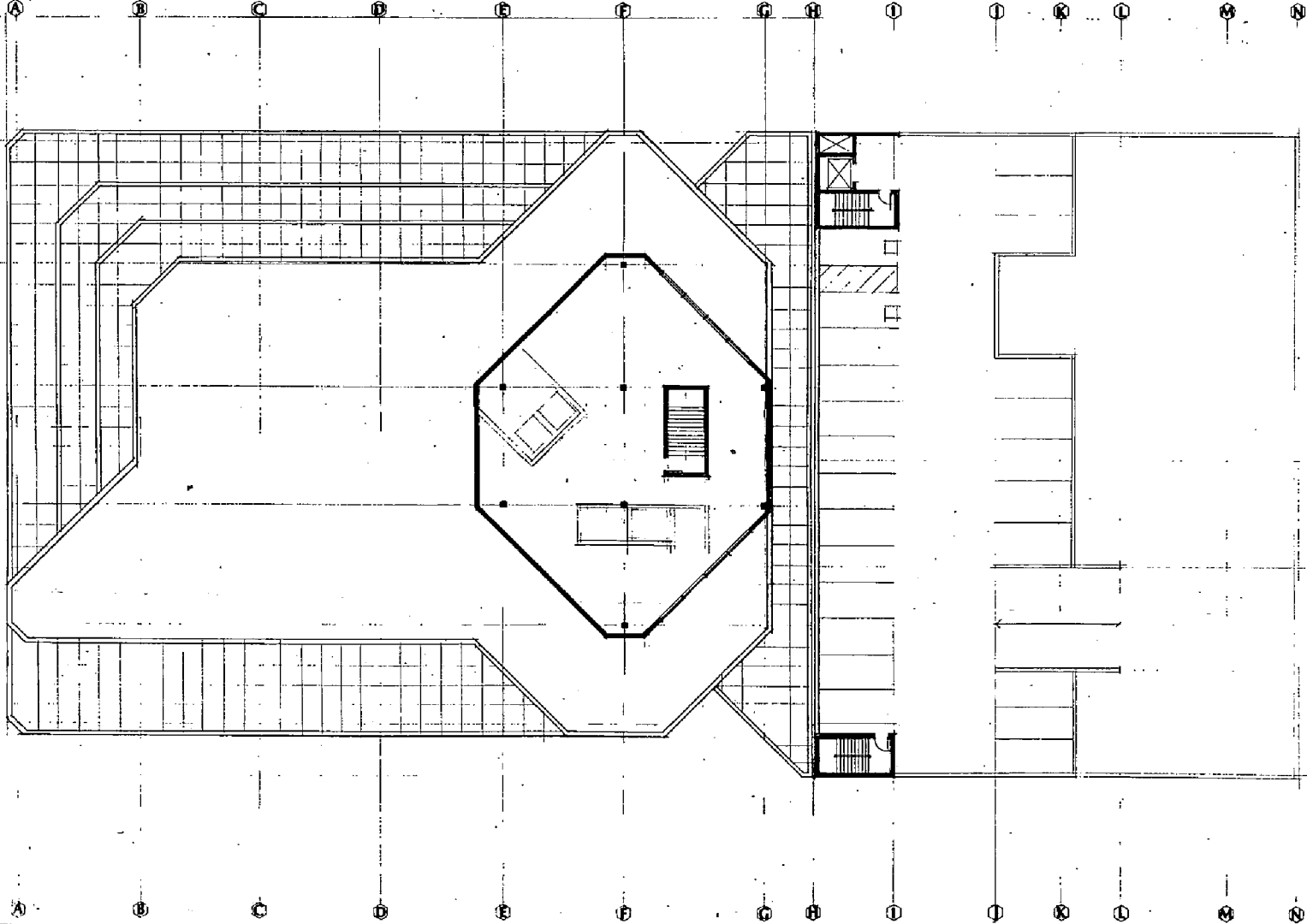
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SCALE: AS SHOWN



1807-89

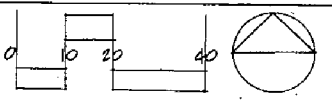
07-83-87

#19



PENTHOUSE LEVEL

3/32" = 1'-0"



A-6



ST. JOHN PLAZA

SACRAMENTO CALIFORNIA

SCHEME 11

DATE APRIL 1, 1980
 DRAWN BY RJC
 CHECKED BY
 APPROVED

06-2-88

001683



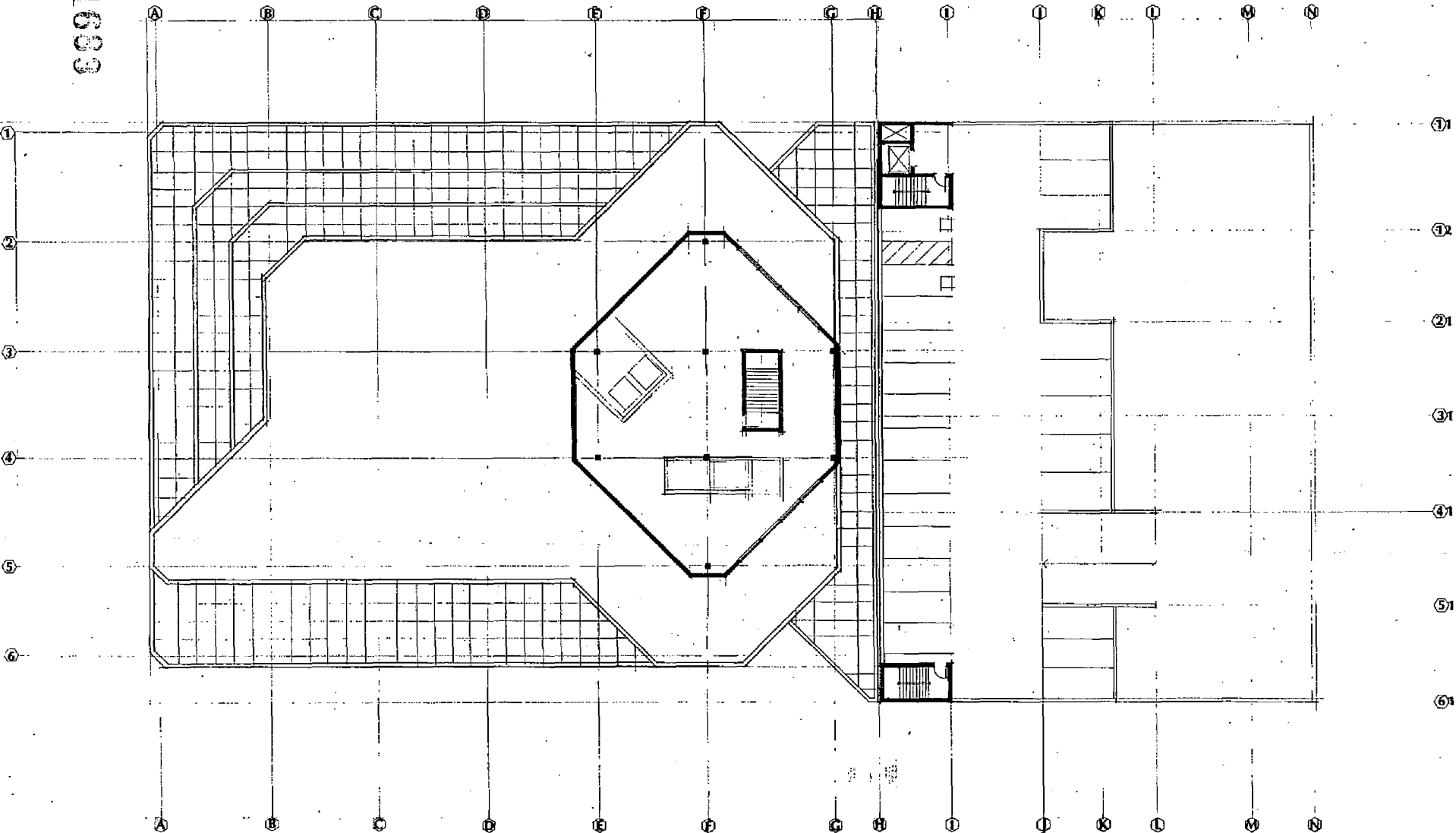
CURRAN AND MITCHELL ARCHITECTS AND PLANNERS, P.C.
1818 MISSION STREET
SAN FRANCISCO, CALIFORNIA 94103

ST. JOHN PLAZA

SACRAMENTO CALIFORNIA

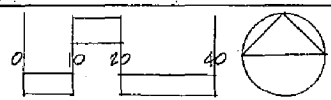
SCHEME 11

DATE APRIL 1, 1985
DRAWN BY: RJA
SCALE: AS SHOWN



PENTHOUSE LEVEL

3/32" = 1'-0"



A-6

087-001



VIEW FROM 17th & K street



17th STREET



ARCHITECTURAL FIRM
1000 J STREET, SACRAMENTO, CALIF. 95811
TELEPHONE 484-1111

APRIL 2nd 1985

ST. JOHN PLAZA OFFICE BLDG

17th & K street

SACRAMENTO CA

SCHEME 11

A-7

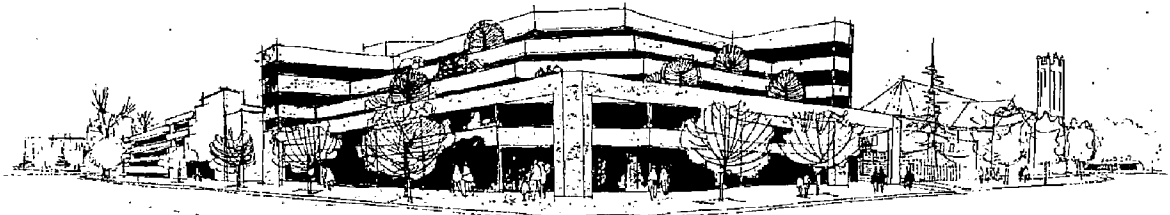
P87-291

001594

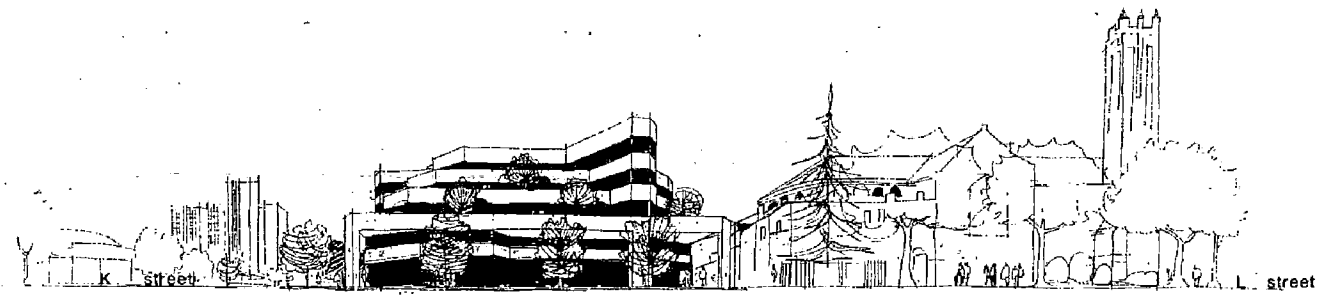
1. 23 - 5 - 1

#109

A-7



VIEW FROM 17th & K street



17th STREET

ST. JOHN PLAZA OFFICE BLDG

17th & K street

SACRAMENTO CA

SCHEME 11



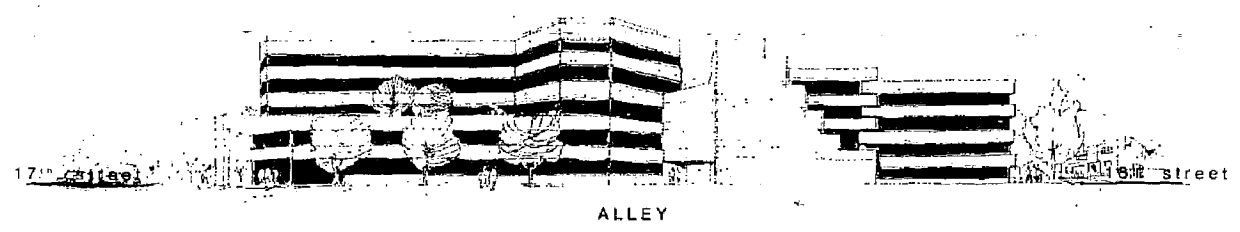
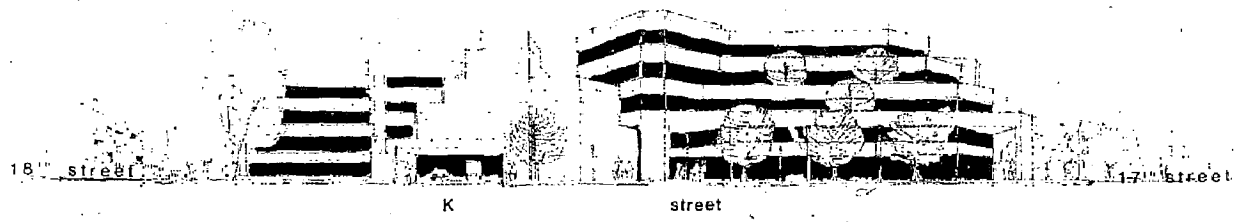
APRIL 2nd 1911

887-291

7-23-87

#19

A-8



ST. JOHN PLAZA OFFICE BLDG

17th & K Street

SACRAMENTO CA

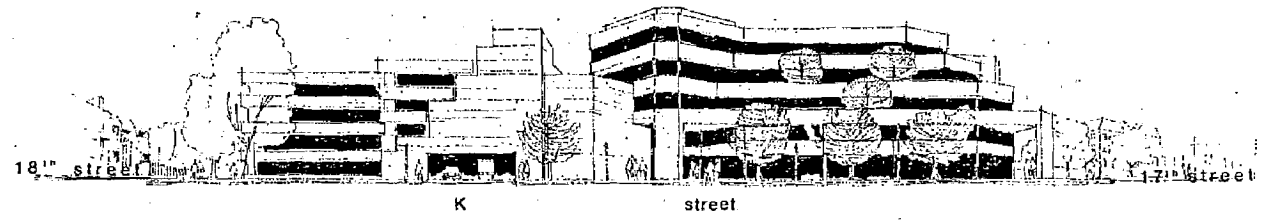
SCHEME 11



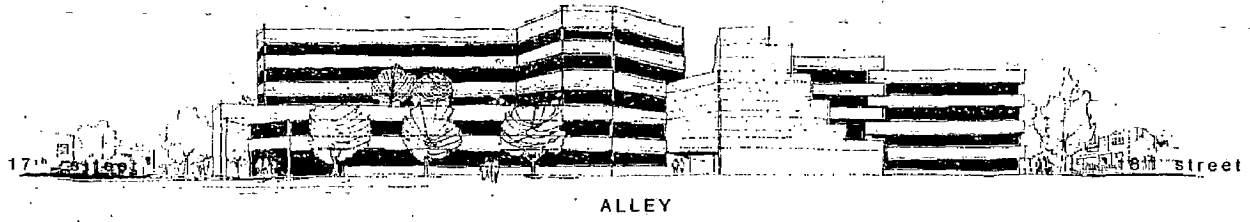
APRIL 2nd 1988

187-291

001635



7-23-87



4-10

A-8

ST. JOHN PLAZA OFFICE BLDG

17th & K

SACRAMENTO CA

SCHEME 11



APRIL 2nd 1985



ST. JOHN
PLAZA
SACRAMENTO
CALIFORNIA

ST. JOHN
PLAZA

SACRAMENTO
CALIFORNIA

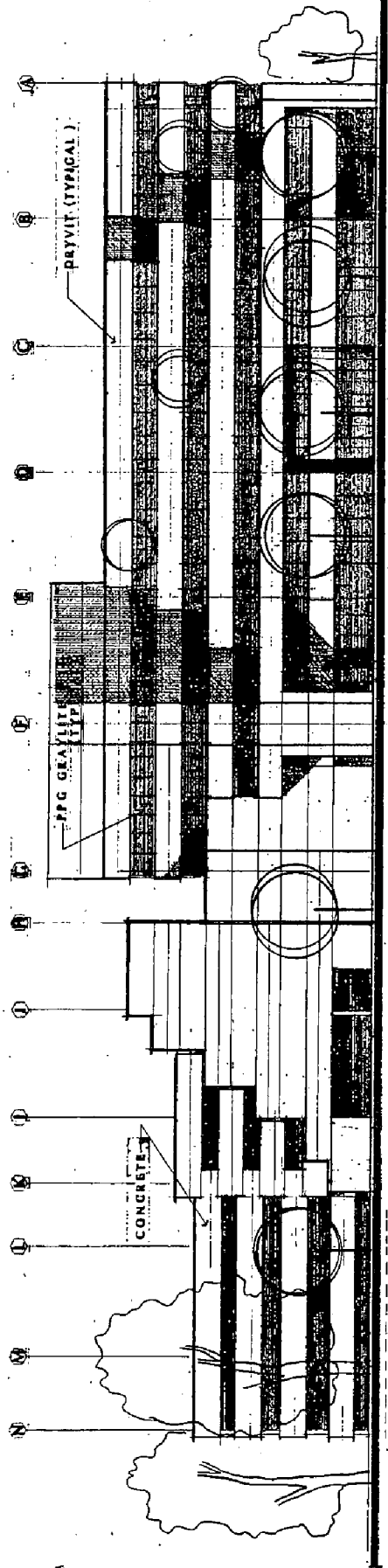
SCHEME 11

APRIL 1, 1985
ARCHITECT: J.C.
SCALE: 1/8" = 1'-0"

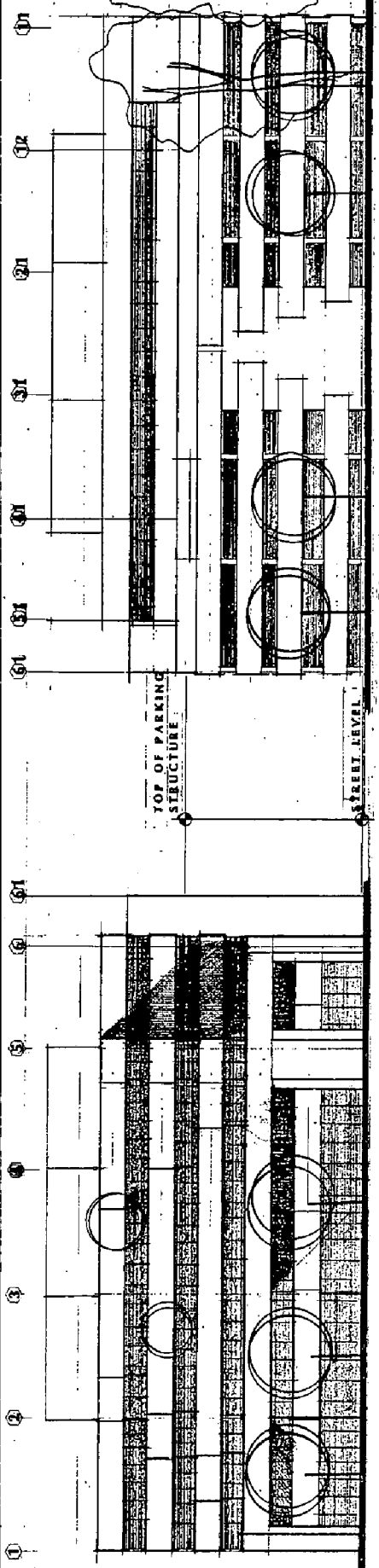
SOUTH ELEVATION
SCALE 1/8" = 1'-0"

7

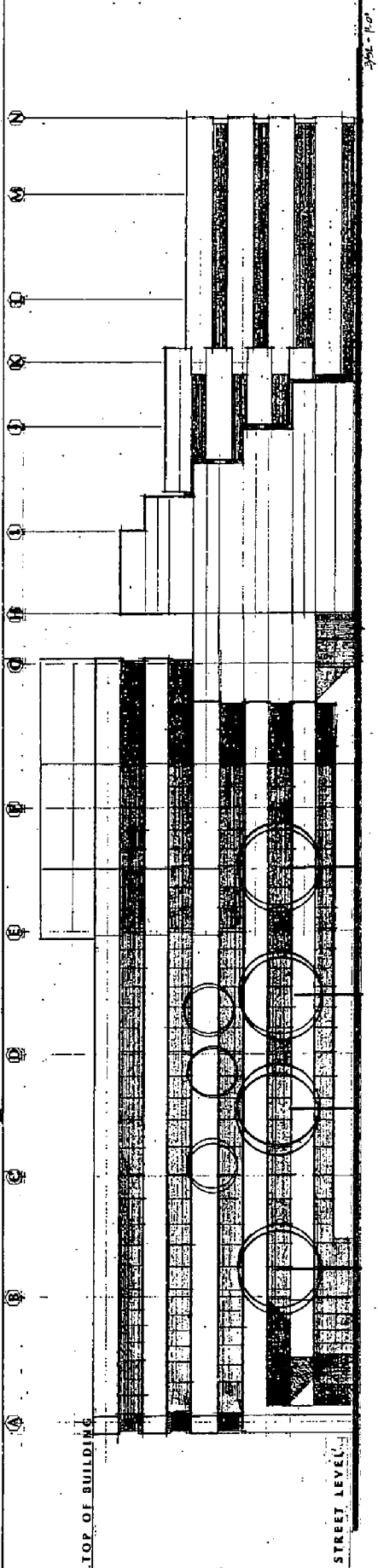
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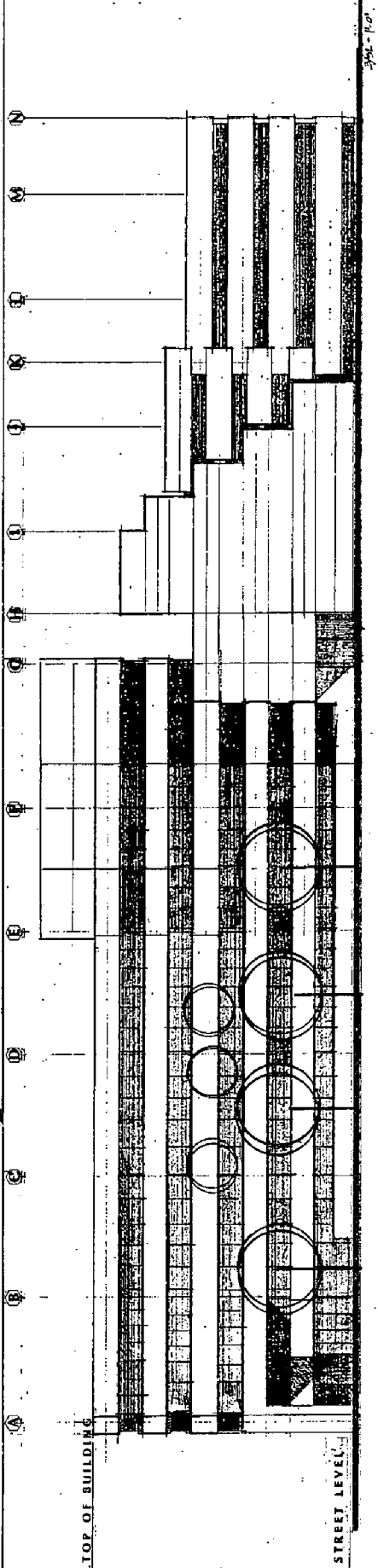
NORTH ELEVATION



EAST ELEVATION



WEST ELEVATION



RESOLUTION NO. 87-040

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF

June 16, 1987

REQUIREMENTS FOR OWNER PARTICIPATION AGREEMENTS AND DISPOSITION FOR OFFICE AND COMMERCIAL PROJECTS EXCEEDING 75,000 SQUARE FEET

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

Section 1. Whenever the Agency is a party to an Owner Participation Agreement (OPA) or a Disposition and Development Agreement (DDA), as appropriate, for a private commercial and/or office project of more than 75,000 square feet within the Merged Downtown Sacramento Redevelopment Project but outside the C-3 Central Business District Zone, the terms to such an agreement with the Agency shall require the property owner or the developer to do the following:

- A. Submit the proposed project to the City of Sacramento Planning Commission for an environmental determination and project review.
- B. Before the issuance of a building permit for the project, pay to the Agency an amount which equals 1.25% of the valuation of the building or buildings in the project as determined by the City of Sacramento Building Inspection Division. Such payment shall be used by the Agency in the Central Business District (C-3 zone) for:
 1. Acquisition costs of land.
 2. Loans and grants to redevelopers pursuant to agreements for redevelopment projects.
 3. Costs relating to the construction of public improvements.
- C. To the extent determined appropriate by the Agency, comply with the following conditions and any other conditions that may be required:

RESOLUTION 87-040

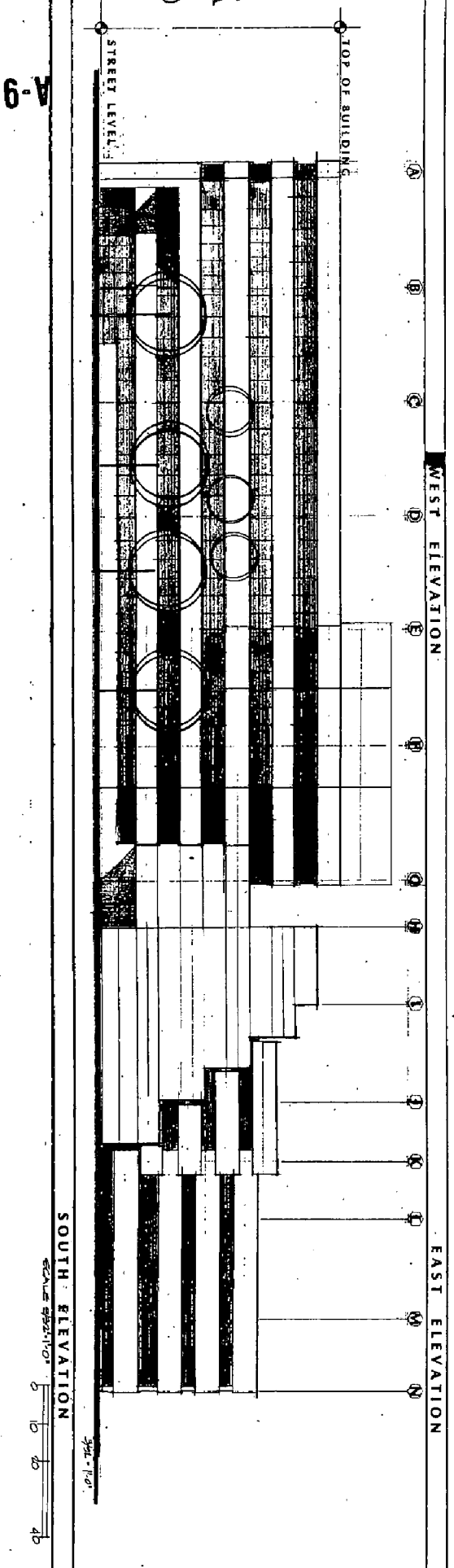
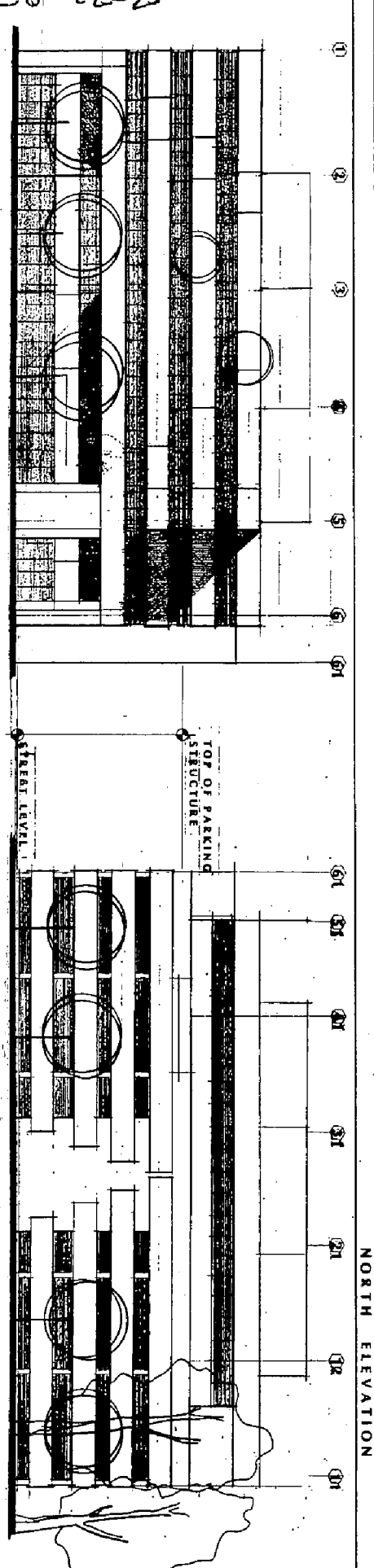
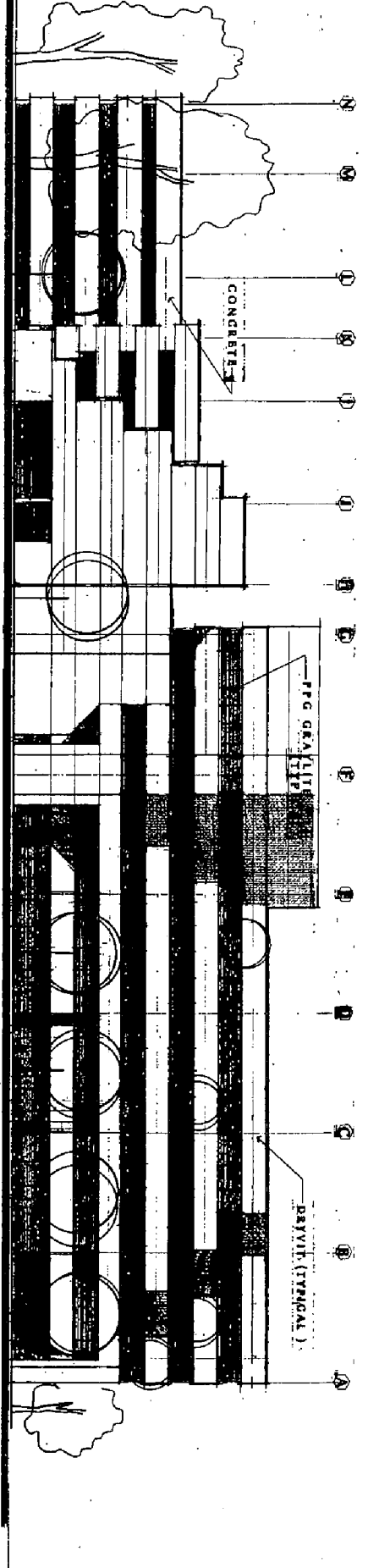
ATTACHMENT B

19

P87-291

7-23-87

001636 89-291 168-188



ST. JOHN
PLAZA

SACRAMENTO
CALIFORNIA

SCHEME 11

DATE: APRIL 1, 1985
DRAWN BY: J.M.C.
CHECKED BY: J.M.C.
SCALE: 1/8" = 1'-0"

A-9

SOUTH ELEVATION

WEST ELEVATION

EAST ELEVATION

NORTH ELEVATION

TOP OF BUILDING

STREET LEVEL

TOP OF PARKING STRUCTURE

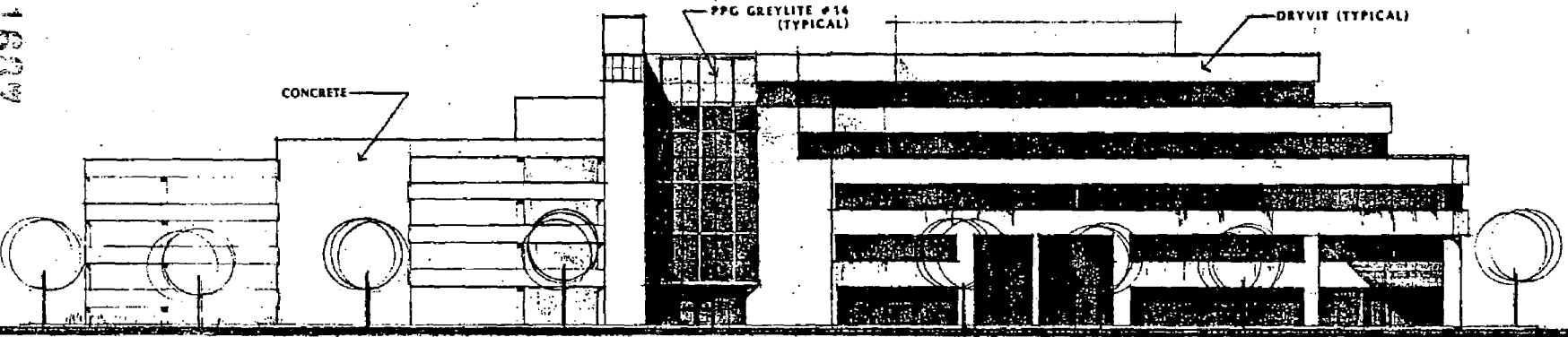
STREET LEVEL

SCALE 1/8" = 1'-0"

7

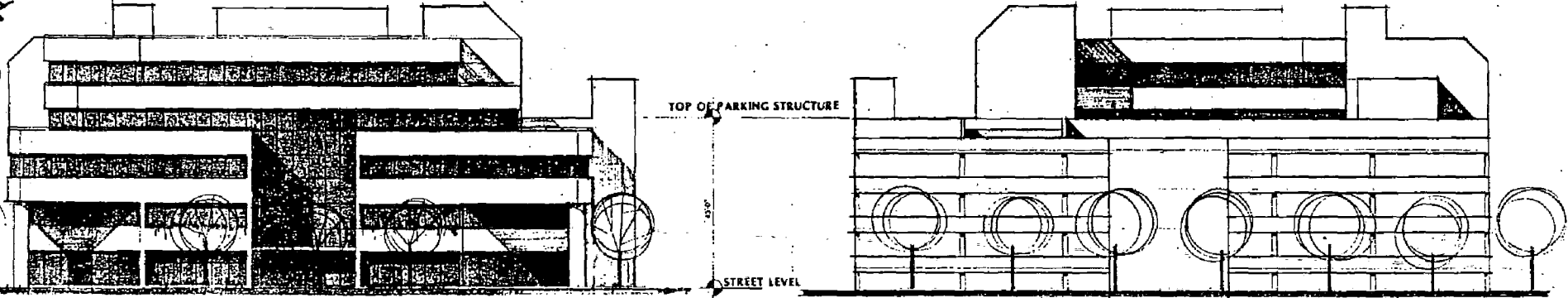
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N M L K I J H G F E D C B A



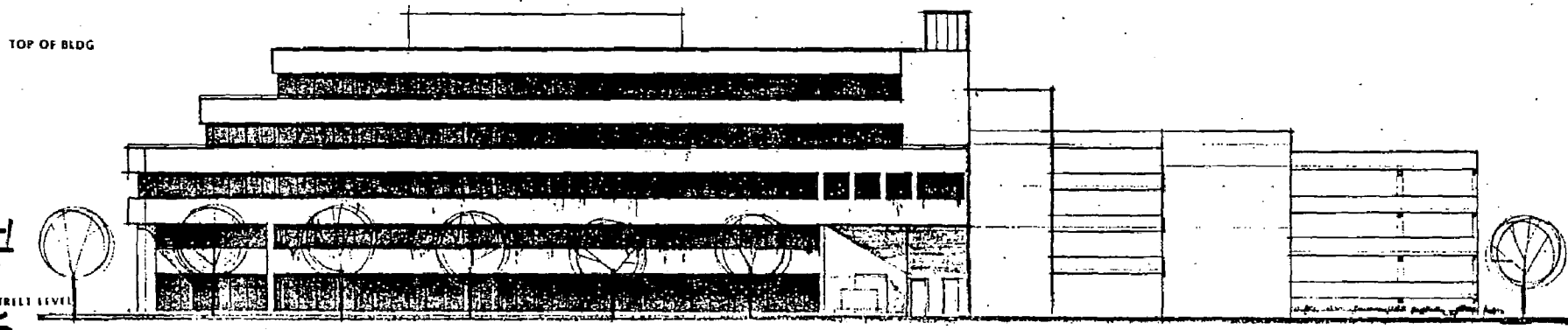
NORTH ELEVATION 2/22/60

1 2 3 4 5 6 7 8 9 10 11



WEST ELEVATION EAST ELEVATION

A B C D E F G H I J K L M N



SOUTH ELEVATION



ST. JOE PLAZ

SACRAM CALIFOR

SCHEME

IAN COFFREDO

17

007 261

18 28

01 53 19 87

Thomson

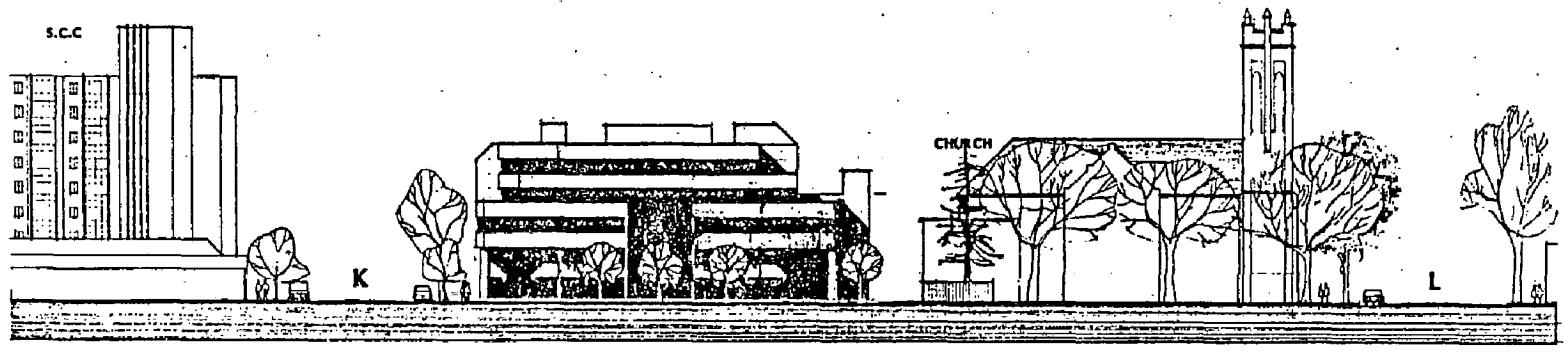
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P87.291

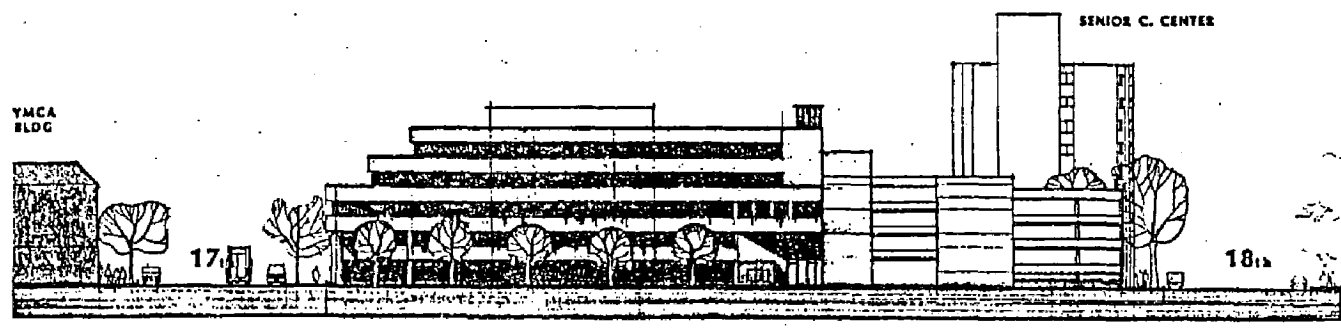
001688

7/29 July 23, 1987

Jan 19



EAST ELEVATION (17th street)



SOUTH ELEVATION (alley)



STUDIO CITY, CALIFORNIA

ST. JOHN PLAZA

SACRAMENTO, CALIFORNIA

SCHEME 10

JAN 30 87 GUSTAVO NYEVO

17

Appeal of Walter Rohrer vs City of)
Sacramento Planning Commission's Condi-)
tion of Approval for a Special Permit to)
construct a 112,500 square foot office)
at the southeast corner of 17th and K)
Streets in the C-2 zone. (P84-208))

NOTICE OF DECISION
AND
FINDINGS OF FACT

At its regular meeting of March 19, 1985, the City Council heard and considered evidence in the above entitled matter. Based on oral and documentary evidence at said hearing, the Council denied the appeal based on the following findings:

1. The project, as conditioned, is based upon sound principles of land use, in that the structure contains a mixture of retail and office uses and the design attempts to minimize the impact of mass and height by stepping back the mass at the upper floors.
2. The project, as conditioned, will not be detrimental to public health, safety or welfare in that adequate parking is provided and the design has been reviewed by appropriate various City agencies.
3. The project, with conditions, is compatible with the 1974 General Plan and the 1980 Central City Community Plan.

MAYOR

ATTEST:

CITY CLERK

P84-208

P87-291

X 16

July 23, 1987

Item 19

Appeal of Walter Rohrer vs City of)
Sacramento Planning Commission's Condi-)
tion of Approval for a Special Permit to)
construct a 112,500 square foot office)
at the southeast corner of 17th and K)
Streets in the C-2 zone. (P84-208))

NOTICE OF DECISION

AND

FINDINGS OF FACT

At its regular meeting of March 19, 1985, the City Council heard and considered evidence in the above entitled matter. The hearing was continued by requests of the applicant to April 16, 1985. Based on oral and documentary evidence at said hearing, the Council conditionally granted the appeal based on the following findings:

1. The project, as conditioned, is based upon sound principles of land use, in that the structure contains a mixture of retail and office uses and the design attempts to minimize the impact of mass and height by stepping back the mass at the upper floors.
2. The project, as conditioned, will not be detrimental to public health, safety or welfare in that adequate parking is provided and the design has been reviewed by appropriate various City agencies.
3. The project, with conditions, is compatible with the 1974 General Plan and the 1980 Central City Community Plan.
4. That the property owner, B&B and Sons Enterprises, Richard J. Benvenuti and the Redevelopment Agency of the City of Sacramento enter into agreement to deed to the Agency an 80' x 160' parcel of land located at the southwest corner of 17th and 'K' Streets. Said agreement shall be as outlined in Exhibit A attached to this Notice of Decision.

MAYOR

ATTEST:

CITY CLERK

P84-208

P87-291

3 July 29, 1987

Item 19

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

STATEMENT OF AGENCY STAFF'S POSITION ON PROPOSED RESIDENTIAL COMPLEX (16TH-17TH-K-L STREETS BY RJB)

1. RJB will deed its 80'x 160' parcel at the southwest corner of 17th and K Streets to SHRA for residential development prior to issuance of a building permit for its office complex at 17th-18th-K Streets.
2. SHRA will gain possession of the balance of property westerly of RJB within 18 months upon the receipt of the deed of the property.
3. SHRA, subject to State and Federal regulations, will make below market rate mortgage revenue bonds available to the developers.
4. SHRA shall, in consultation with the developer and in conjunction with below market rate financing as available and adjustment of the land lease as necessary will determine economic feasibility for the project that includes a reasonable rate of return for the developer.
5. SHRA, after acquisition, will offer RJB a first right of refusal to the land for residential development with the understanding that Agency participation will be limited to legally permissible bond financing and possible land-lease write down. If an agreement cannot be mutually agreed upon by both parties within 90 days, the Agency will then RFP the project.
6. If the project is a rental project, SHRA will lease back the cleared site to RJB for a 55-year period at a ground lease determined by the Agency and in consultation with RJB sufficient to make the housing project feasible including writing the ground lease down if necessary. Construction shall commence within 12 months after the ground lease has been approved by RJB and SHRA.
7. Upon approval of preliminary plans, pro forma, financing and lease rate, RJB will prepare final construction plans within four months for submission to SHRA and other necessary agencies.
8. At the end of the 55-year lease period title to all units and improvements shall revert to SHRA.

EXHIBIT A

001692

84-208

FB7-291

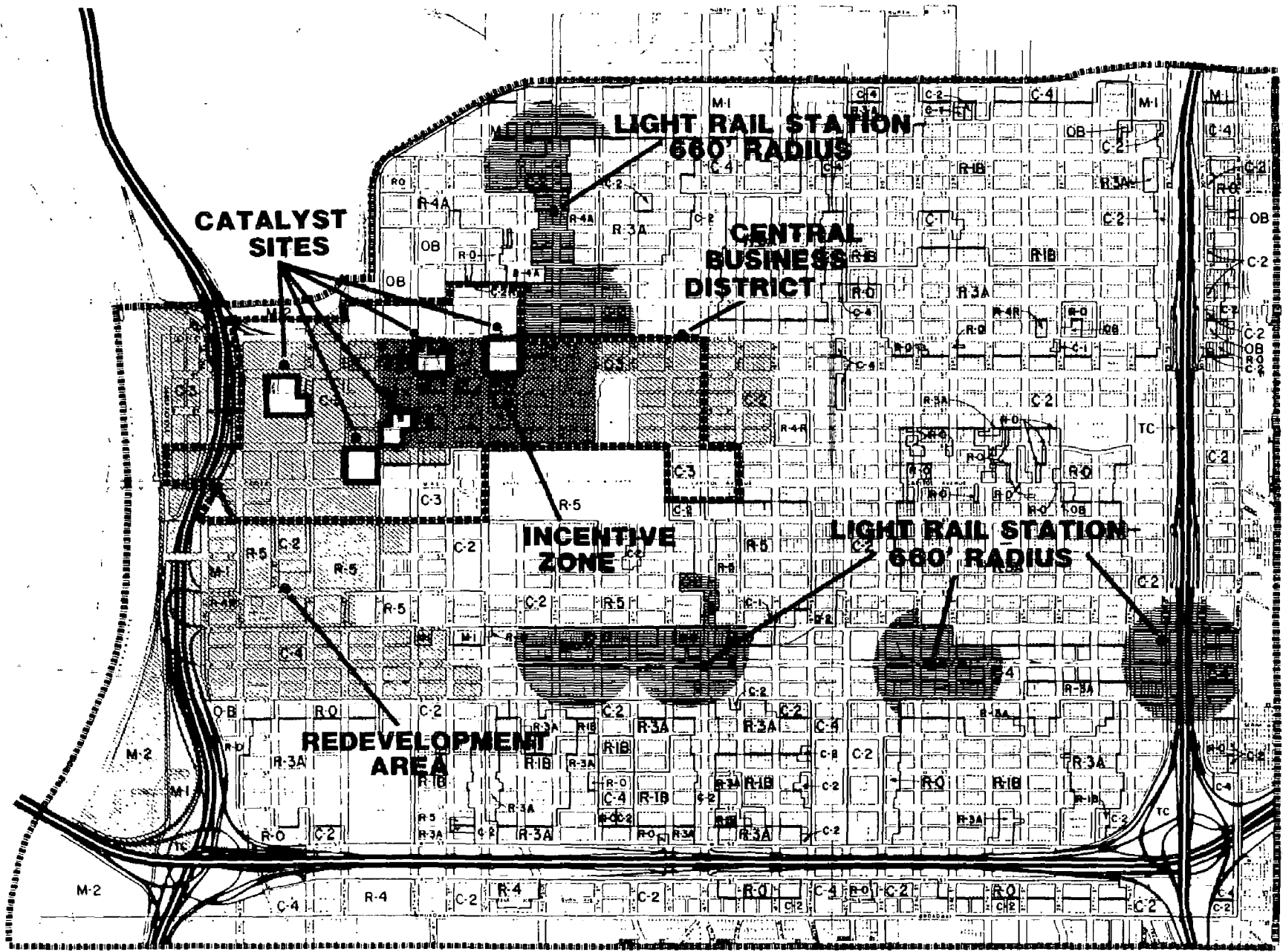
921
2-14-85 July 23, 1987

Item 19

P87-291

7-83-87

#19



URBAN DESIGN PLAN
FOR SACRAMENTO
CENTRAL BUSINESS DISTRICT
DEVELOPMENT STRATEGY

LEGEND		ADOPTED ZONING	
R-1B	SINGLE FAMILY	C-1	LIMITED COMMERCIAL
R-3A	LIGHT DENSITY MULTIPLE FAMILY	C-2	GENERAL COMMERCIAL
R-4	MEDIUM DENSITY MULTIPLE FAMILY	C-3	CENTRAL BUSINESS DISTRICT
R-5	HEAVY DENSITY MULTIPLE FAMILY	C-4	HEAVY COMMERCIAL
R-0	RESIDENTIAL - OFFICE	M-1	LIGHT INDUSTRIAL
O-B	OFFICE BUILDING	M-2	HEAVY INDUSTRIAL
		T-C	TRANSPORATION CORRIDOR

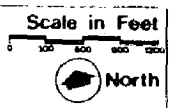


EXHIBIT B

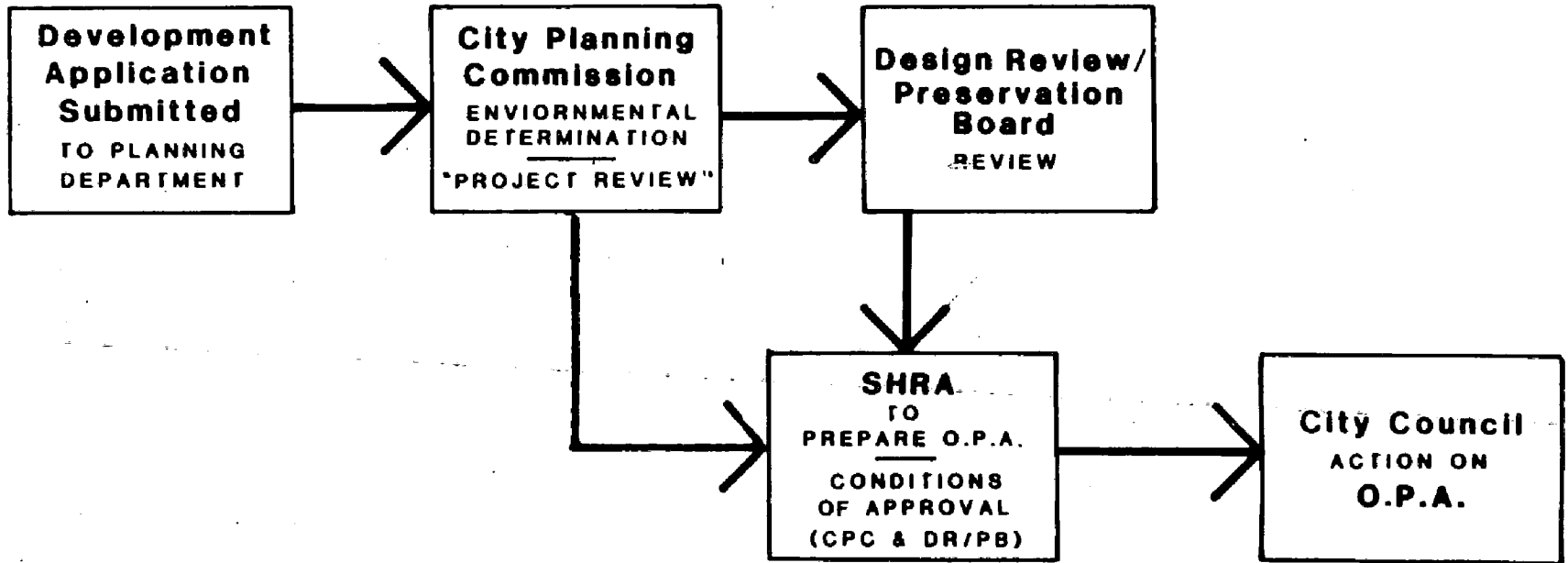
P89-241

001691

7-23-87

#19

**Approval Process for Merged Downtown Redevelopment
Projects (outside the C-3 zone)
pursuant to
OWNER PARTICIPATION AGREEMENTS**



**AGREEMENT
CONVEYANCE OF REAL PROPERTY IN THE CITY OF SACRAMENTO
ASSESSOR'S PARCEL NO. 006-124-05**

This agreement is entered into on _____, 1985, between B&B and Sons Enterprises, a California corporation (hereinafter "B&B") Richard J. Benvenuti, an individual (hereinafter "RJB") and the Redevelopment Agency of the City of Sacramento, a public body corporate and politic (hereinafter "Agency").

RECITALS

- A. RJB wishes to construct an office building and garage on the north one-half of the block bounded by K and L and 17th and 18th Streets, assessor's parcel numbers 006-126-01, 19, 17, and 18, which parcel is depicted on the map, attached hereto as Exhibit A (hereinafter "Office Parcel").
- B. RJB must obtain a Special Permit from the City of Sacramento (hereinafter "City") in order to construct the office building and garage on the Office Parcel.
- C. The Office Parcel is located within the area covered by the Redevelopment Plan for the Uptown Development Project, Project No. 8.
- D. The Agency has drafted an update to the Redevelopment Plan which designates the Office Parcel for residential development.
- E. The City has conditioned issuance of the Special Permit on this Agreement between RJB and the Agency.
- F. The Agency, B&B and RJB have entered into this Agreement to permit construction of the office building and garage on the Office Parcel and to assure that housing will be developed on the Subject Parcel, as defined in paragraph 1, below.

001698



P87-219

July 23, 1987

ATTACHMENT D
Item 19

AGREEMENT

The parties to this agreement mutually agree as follows:

1. B&B represents and warrants that it is the fee owner of an 80 foot by 160 foot parcel of real property located on the southwest corner of 17th and K Streets in the City of Sacramento, Assessor's parcel number 006-124-05 depicted on the map attached hereto as Exhibit A and described more particularly in Exhibit B, attached hereto and incorporated herein by reference (hereinafter "Subject Parcel").

2. Agency may, subject to authorization by Agency Governing Board, acquire up to three (3) lots adjacent to the Subject Parcel located on the north one-half of the block bounded by K and L and 16th and 17th Streets, City of Sacramento, known as Assessor's Parcel Numbers 006-124 - 2, 3 and 4 depicted on the map attached hereto as Exhibit A (hereinafter Agency Parcels).

3. B&B shall convey the Subject Parcel to the Agency at a zero dollars (\$0) purchase price prior to the time of issuance of a building permit for the Office Parcel. Said conveyance shall be made free of all liens or encumbrances except for easements for utilities, current taxes and any other liens or encumbrances agreed upon in writing by the parties.

4. Within sixty (60) days after Agency notifies RJB of which Agency parcels it intends to acquire or that it does not intend to acquire any Agency parcels, RJB shall prepare and submit to Agency preliminary plans, costs and a pro forma for a housing project to be constructed on the Subject Parcel and the Agency Parcels, if any, that the Agency intends to acquire (the "Housing Project"). The pro forma and preliminary plans shall be in sufficient detail, and in format prescribed by Agency's economic consultant, including construction costs, soft costs, financing costs and land costs, together with income and expense projections. Pro forma land costs shall be determined according to the ground rent or land purchase price to be paid by a developer in connection with development of the Housing Project on the site.

5. In order to facilitate financial feasibility, the Agency shall make available tax-exempt mortgage revenue bond financing for the Housing Project, subject to the limitations of state and federal laws and regulations. The Agency may also agree to write down the purchase price or ground lease rent for the Housing Project site to the extent necessary to permit financial feasibility.

001697

2

P87-291

July 23, 1987

Item 19

8. During a ninety (90) day period after submission of preliminary plans, costs and pro forma, RJB shall have an exclusive right to negotiate a Disposition and Development Agreement (hereinafter DDA) with the Agency for development of the Housing Project on the Subject Parcel and Agency Parcels. The terms and conditions of the DDA shall be consistent with the terms and conditions contained in DDA's or Contracts for Sale of Land for Private Redevelopment for similar residential projects undertaken by the Agency. In addition, the terms and conditions of the DDA shall be consistent with the factors used to establish financial feasibility of the Housing Project. Any DDA shall provide for Agency approval of preliminary plans, project financing and final construction plans. Final construction plans shall be provided within four (4) months after the effective date of the DDA, and construction shall commence within twelve (12) months after the effective date of the DDA. The DDA shall also provide that RJB shall be given a credit to be applied against the land purchase price or ground rent provided for therein in an amount equal to the fair market value of the subject parcel on the effective date of this Agreement, except that ground rent or purchase price shall not be less than \$1.00 (One Dollar). If, following the execution of the DDA, the parties are unable to agree upon the fair market value of the Subject Parcel, said value shall be conclusively determined by an appraiser to be jointly selected by Agency and RJB. If said parties are unable to agree upon the selection of an appraiser, said appraiser shall be selected by the Presiding Judge of the Sacramento County Superior Court. All costs and expenses of the appraisal shall be borne equally by RJB and Agency.

7. If the Subject Parcel and Agency Parcels are not sold to RJB under the terms of the DDA, it shall provide that the Subject Parcel and Agency Parcels shall be leased to RJB for the Housing Project under a 55-year ground lease, and that at the end of the 55-year lease, title to all improvements on the leased property shall revert to the Agency.

8. If Agency and RJB are unable to reach an agreement on a DDA within the ninety-day period, Agency shall be free to issue a Request for Proposals for the Housing Project and RJB may submit a proposal if it so elects.

9. From the date of this agreement, until the Subject Parcel is conveyed to Agency and after the City issues the Building Permit for the Office Parcel, B&B shall not enter into any lease, option or agreement to sell the Subject Parcel, and shall not seek any planning entitlements or building permits for the Subject Parcel and shall not convey any interest in the Subject Parcel and shall not permit any liens or encumbrances to attach to the Subject Parcel. Nothing in this Agreement shall preclude B&B from conveying its interest in the Subject Parcel to RJB prior to

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conveyance to Agency if prior to conveyance to RJB, RJB agrees in writing to assume and perform all of the obligations of B&B under the terms of this Agreement.

10. Until such time as title to the Subject Parcel is transferred to the Agency B&B shall remain responsible for maintenance and payment of taxes on the Subject Parcel.

11. The signatures on this Agreement shall be acknowledged by a notary public, and this Agreement shall be recorded in the Office of the Recorder for Sacramento County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

BY _____
Executive Director

B&B And Sons, Enterprises,
A California Corporation

BY _____

BY _____

Richard J. Benvenuti,
an Individual

APPROVED AS TO FORM:

General Counsel

APPROVED:

Finance Department

Fund: ζ
Organization:
Cost Code:

Organization Approval

z:RJB/RacsAgrmt

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EXHIBIT C

Schedule of Performances

1. Owner shall have final plans and specifications completed. Within eight (8) months of the date of execution of this Agreement, but in no event later than April 1, 1988.
2. Owner shall pay to Redevelopment Agency of the City of Sacramento an amount equal to 1.25% of the building valuation prior to issuance of building permit.
3. Owner shall convey the deed to the property located on the southwest corner of 17th and K Streets, Assessor's parcel number 006-124-05, prior to issuance of building permit.
4. Owner shall make application for the City of Sacramento for building permits. Within nine (9) months of the date of execution of this Agreement, but in no event later than May 1, 1988.
5. Owner shall commence construction of the Project. Within twelve (12) months of the date of execution of this Agreement, but in no event later than _____.
6. Owner shall complete construction of the building shell. Within thirty (30) months of the date of execution of the Agreement, but in no event later than _____.
7. Owner shall obtain Notice of Completion. Within thirty-two (32) months of completion of construction, but in no event later than _____.

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LIMITED SERVICE RETAIL CLASSIFICATIONS
FOR USE IN ADMINISTERING AGENCY AGREEMENTS

Retail Goods

Apparel Store
Book and Stationary Store
Camera Store
Camping Equipment Store
Fabric Store
Gift Shop
Luggage & Leather Goods Store
Pet Stores
Plant Stores
Record, Stereo Store
Secondhand Store
Shoe Store
Variety/Merchandise Store

Pedestrian/Consumer
Oriented Establishments

Arcades
Art Galleries
Museums

Convenience Goods

Bakery Shop
Bars
Candy Store
Delicatessen
Drug Store
Florist Shop
Grocery Store
Hobby and Crafts Store
Restaurant

Personal/Consumer Services

Banks
Barber Shop
Beauty Shop
Bicycle Shops
Credit Unions
Dry Cleaners
Gas Station
Laundromat
Printing
Photographic Studio
Savings and Loan
Shoe Repair
Tailor Shop
Travel Agency

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RECORDING REQUESTED BY:

and

WHEN RECORDED, MAIL TO:

Sacramento Housing and

Redevelopment Agency

630 "I" Street

Sacramento, CA 95814

NO FEE DOCUMENT

Entitled to free

recording per

Government Code

6103

OWNER PARTICIPATION AGREEMENT

This agreement is entered into this ____ day of _____, 1987
by and between the Redevelopment Agency of the City of Sacramento
(the "Agency") and RJB Interests (the "Owner").

WHEREAS, Owner is the owner of the real property (the
"Property") described in Exhibit A attached hereto and made a
part hereof; and

WHEREAS, Owner desires to develop a private commercial/
office project (the "Project") of more than 75,000 square feet on
the Property; and

WHEREAS, the Property is situated within the Merged Downtown

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Sacramento Redevelopment Project but outside the C-3 Central Business District Zone; and

WHEREAS, the Amended Redevelopment Plan's Land Use Map identifies the project site as a mixed use area.

WHEREAS, this agreement is entered into by both parties in compliance with the Merged Downtown Sacramento Redevelopment Plan and the goals and policies of the Urban Design Plan; and

NOW, THEREFORE, it is agreed by and between the parties that:

1. Agency shall cause the Merged Downtown Sacramento Redevelopment Project, adopted by the City Council of the City of Sacramento on June 17, 1986 as Ordinance No. RA 86-065 together with any amendment or amendments thereto hereafter adopted in the manner required by law, for the Merged Project Area to be carried out in the manner provided for therein.

2. Agency shall cause the Urban Design Plan, adopted by the Redevelopment Agency of the City of Sacramento on June 17, 1987 as Resolution No. 87-040, to be carried out in the manner provided for therein.

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3. Owner shall devote the Property described in Exhibit A hereto to the uses consistent with the Redevelopment Plan and to comply with all other provisions and conditions of said Redevelopment Plan for the period of time such Plan is in force and effect; provided, however, that the physical standards and requirements shall be as set forth in this Agreement.

4. Owner shall, at its sole cost and expense, cause detailed plans and specifications for the Project to be prepared for the work in substantial compliance with the plans as presented to the Sacramento City Planning Commission on July 23, 1987, attached as Exhibit B. Such work shall be performed within the time and manner set forth herein.

5. Construction and completion of the structures for the Project shall be performed within the time and manner set forth in Exhibit C and elsewhere herein and shall be at Owner's sole cost and expense. Owner shall not construct any improvements on the Property described in Exhibit A hereto which are not described in the plans and specifications for the Project submitted in accordance with this Agreement unless Owner has received prior written consent from the Agency.

6. Owner agrees that all obligations and agreements of Owner contained herein shall be performed and carried out by Owner at its cost and expense, and no liability shall accrue to Agency

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except as specifically set forth herein.

7. Owner shall comply with all conditions contained in the recommendations to the Agency made by the Sacramento City Planning Commission at the meeting of July 23, 1987, attached hereto as Exhibit D and herein incorporated by reference.

8. Owner shall comply with all conditions contained in the recommendations to the Agency made by the City Design Review/Preservation Board at the meeting of August 5, 1987, attached hereto as Exhibit E and herein incorporated by reference.

9. Owner agrees to pay an amount equal to 1.25% of the valuation of the building in the project as determined by the City of Sacramento Building Department prior to the issuance of a building permit for the project.

10. Owner agrees to convey ownership of certain property located on the southwest corner of 17th and K Streets in the City of Sacramento, Assessor's Parcel Number 006-124-05 and described more particularly in Exhibit F, attached hereto, to the Sacramento Redevelopment Agency prior to the issuance of the building permit for the project.

11. Owner shall pay pro-rata share of the costs of traffic mitigation measures including the extension of the light rail

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system.

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12. Owner shall pay pro-rata share for the extension and related costs for the improvement of a transit service program.

13. Owner agrees to provide open space amenities and pedestrian linkages, as defined in the adopted Merged Downtown Redevelopment Project.

14. Owner agrees to consider child care facilities as a part of the project.

15. Owner agrees to restrict commercial uses to those specified in Exhibit G attached hereto.

16. Owner agrees to provide residential units as a part of the project.

17. Owner agrees to comply with the Urban Design and building massing provisions as specified in the adopted City of Sacramento Central Business District - Special Planning District Architectural Design Guidelines.

18. Owner agrees to comply with specific mitigation measures identified in the environmental determination which are in addition to the aforementioned requirements.

19. The Owner shall employ or select employees, contractors

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and subcontractors possessing the necessary skill, expertise, cost level and efficiency for the development of the Property. Within that framework, Owner shall not discriminate against low income persons and members of racial and ethnic minorities as employees, contractors and subcontractors. Further, within the foregoing framework, the Owner shall use good faith efforts to cause its contractor to endeavor to involve low income persons and members of racial and ethnic minorities as employees and subcontractors and to hire their labor force from persons residing in the Project Area.

20. Before commencement of construction or development of any buildings, structures or other work of improvements upon the Property, the Owner shall at its own expense secure or cause to be secured any and all permits which may be required by the City or any other governmental agency affected by such construction, development or work.

21. The Agency desires to forego its legal right to acquire the Site by purchase or eminent domain to enable the Owner to use and develop the Site in accordance with the Redevelopment Plan.

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In the event of default or breach of this Agreement or any of its terms to conditions by the Owner, it is expressly agreed by Owner that the provisions of this section shall be null and void and that the Agency may exercise whatever legal rights it may have had prior to the execution of this Agreement to acquire any portion of the Property through purchase or eminent domain.

22. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto, their legal representatives, successors and assigns. This Agreement shall likewise be binding upon and obligate the Property and the successors in interest, owner and owners thereof.

23. All modifications or amendments to this agreement shall be in writing and shall require the express consent of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Owner Participation Agreement as of the date first above written.

APPROVED AS TO FORM:

REDEVELOPMENT AGENCY OF THE
CITY OF SACRAMENTO

By _____

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July 23, 1987

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General Counsel

WILLIAM H. EDGAR
Executive Director

OWNER:

APPROVED:

By _____

Organization

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LIMITED SERVICE RETAIL CLASSIFICATIONS
FOR USE IN ADMINISTERING AGENCY AGREEMENTS

Retail Goods

Apparel Store
Book and Stationary Store
Camera Store
Camping Equipment Store
Fabric Store
Gift Shop
Luggage & Leather Goods Store
Pet Stores
Plant Stores
Record, Stereo Store
Secondhand Store
Shoe Store
Variety/Merchandise Store

Pedestrian/Consumer
Oriented Establishments

Arcades
Art Galleries
Museums

Convenience Goods

Bakery Shop
Bars
Candy Store
Delicatessen
Drug Store
Florist Shop
Grocery Store
Hobby and Crafts Store
Restaurant

Personal/Consumer Services

Banks
Barber Shop
Beauty Shop
Bicycle Shops
Credit Unions
Dry Cleaners
Gas Station
Laundromat
Printing
Photographic Studio
Savings and Loan
Shoe Repair
Tailor Shop
Travel Agency

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RESOLUTION 87-040

JUN 16 1987

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D R A F T I I I

AGREEMENT

CONVEYANCE OF REAL PROPERTY IN THE CITY OF SACRAMENTO

ASSESSOR'S PARCEL NO. 006-124-05

This agreement is entered into on _____, 1985, between B&B and Sons Enterprises, a California corporation (hereinafter "B&B") Richard J. Benvenuti, an individual (hereinafter "RJB") and the Redevelopment Agency of the City of Sacramento, a public body corporate and politic (hereinafter "Agency").

RECITALS

A. RJB wishes to construct an office building and garage on the north one-half of the block bounded by K and L and 17th and 18th Streets, assessor's parcel numbers 006-126-01, 19, 17, and 18, which parcel is depicted on the map, attached hereto as Exhibit A (hereinafter "Office Parcel").

B. RJB must obtain a Special Permit from the City of Sacramento (hereinafter "City") in order to construct the office building and garage on the Office Parcel.

C. The Office Parcel is located within the area covered by the Redevelopment Plan for the Uptown Development Project, Project No. 8.

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D. The Agency has drafted an update to the Redevelopment Plan which designates the Office Parcel for residential development.

E. The City has conditioned issuance of the Special Permit on this Agreement between RJB and the Agency.

F. The Agency, B&B and RJB have entered into this Agreement to permit construction of the office building and garage on the Office Parcel and to assure that housing will be developed on the Subject Parcel, as defined in paragraph 1, below.

AGREEMENT

The parties to this agreement mutually agree as follows:

1. B&B represents and warrants that it is the fee owner of an 80 foot by 160 foot parcel of real property located on the southwest corner of 17th and K Streets in the City of Sacramento, Assessor's parcel number 006-124-05 depicted on the map attached hereto as Exhibit A and described more particularly in Exhibit B, attached hereto and incorporated herein by reference (hereinafter "Subject Parcel").

2. Agency shall, subject to authorization by Agency Governing Board, acquire three (3) lots adjacent to the Subject Parcel located on the north one-half of the block bounded by K and L and 16th and 17th Streets, City of Sacramento, known as Assessor's Parcel Numbers 006-126-19 (2 lots) and 006-126-01 (1 lot) depicted on the map attached hereto as Exhibit A (hereinafter Agency Parcels).

3. B&B shall convey the Subject Parcel to the Agency at a zero dollars (\$0) purchase price subject to the following conditions precedent:

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(a) Agency has obtained possession of the Agency Parcels within 18 months after the City issues the Building Permit for the Office Parcel; and

(b) It has been determined that it is financially feasible for a developer to construct a multi-family housing project, on the Subject Parcel and Agency Parcels (hereinafter "Housing Project"). Financial feasibility shall be determined pursuant to Paragraph 4 of this Agreement.

4. Financial feasibility of the Housing Project referred to in Subsection (b) of Paragraph 3 of this Agreement shall be determined, subject to the terms of paragraphs 5 and 6 below, as follows:

(a) By mutual agreement of the Agency staff and RJB; or

(b) If Agency staff and RJB cannot agree as to financial feasibility, the issue shall be submitted to the Governing Board of the Agency in a public session and the determination of the Governing Board shall be final as to the issue of financial feasibility of the Housing Project. The decision of the Agency shall not be arbitrary or capricious or entirely lacking in evidentiary support. In any action or proceeding to review the determination of the Agency, the sole inquiry shall be whether there was fraud or prejudicial abuse of discretion. Prejudicial abuse of discretion shall be established if the court finds that the determination of the Agency was not supported by substantial evidence in light of the whole record. The decision shall not be subject to review under Code of Civil Procedure §1094.5.

5. Within sixty (60) days after Agency has acquired possession of the three Agency Parcels, RJB shall prepare and submit to Agency preliminary plans and a pro forma for the Housing Project.

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The pro forma and preliminary plans shall be in sufficient detail, and in format prescribed by Agency economic consultant, to permit determination of financial feasibility of the Housing Project, including construction costs, soft costs, financing costs and land costs, together with income and expense projections. Pro forma land costs shall be determined according to the ground rent or land purchase price to be paid by a developer in connection with development of the Housing Project on the site. The fair market values of the Subject Parcel and the Agency Parcels shall not be used in the Pro Forma to establish land costs for the determination of financial feasibility.

6. In order to facilitate a determination of financial feasibility, the Agency shall make available tax-exempt mortgage revenue bond financing for the Housing Project, subject to the limitations of state and federal laws and regulations. The Agency may also agree to write down the purchase price or ground lease rent for the Housing Project site to the extent necessary to permit financial feasibility.

7. If, pursuant to Paragraph 4 above, it is determined that the housing project is financially feasible, either by mutual agreement between RJB and Agency staff, or by resolution of the Agency's Governing Board, B&B shall convey fee title to the Subject Parcel to the Agency within thirty (30) days after the determination of financial feasibility. Said conveyance shall be made free of all liens and encumbrances except for easements for utilities, current taxes, and any other liens or encumbrances agreed upon in writing by the parties.

8. During a ninety (90) day period after title to the Subject Parcel has been conveyed to Agency, RJB shall have an exclusive right to negotiate a Disposition and Development Agreement (hereinafter DDA) with the Agency for development of the Housing

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Project on the Subject Parcel and Agency Parcels. The terms and conditions of the DDA shall be consistent with the terms and conditions contained in DDA's or Contracts for Sale of Land for Private Redevelopment for similar residential projects undertaken by the Agency. In addition, the terms and conditions of the DDA shall be consistent with the factors used to establish financial feasibility of the Housing Project. Any DDA shall provide for Agency approval of preliminary plans, project financing and final construction plans. Final construction plans shall be provided within four (4) months after the effective date of the DDA, and construction shall commence within twelve (12) months after the effective date of the DDA. The DDA shall also provide that RJB shall be given a credit to be applied against the land purchase price or ground rent provided for therein in an amount equal to the fair market value of the subject parcel on the effective date of this Agreement, except that ground rent or purchase price shall not be less than \$1.00 (One Dollar). If, following the execution of the DDA, the parties are unable to agree upon the fair market value of the Subject Parcel, said value shall be conclusively determined by an appraiser to be jointly selected by Agency and RJB. If said parties are unable to agree upon the selection of an appraiser, said appraiser shall be selected by the Presiding Judge of the Sacramento County Superior Court. All costs and expenses of the appraisal shall be borne equally by RJB and Agency.

9. If the Subject Parcel and Agency Parcels are not sold to RJB under the terms of the DDA, it shall provide that the Subject Parcel and Agency Parcels shall be leased to RJB for the Housing Project under a 55-year ground lease, and that at the end of the 55-year lease, title to all improvements on the leased property shall revert to the Agency.

10. If Agency and RJB are unable to reach an agreement on a DDA within the ninety-day period, Agency shall be free to issue a

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Request for Proposals for the Housing Project and RJB may submit a proposal if it so elects.

11. From the date of this agreement until eighteen (18) months after the City issues the Building Permit for the Office Parcel, B&B shall not enter into any lease, option or agreement to sell the Subject Parcel, and shall not seek any planning entitlements or building permits for the Subject Parcel and shall not convey any interest in the Subject Parcel and shall not permit any liens or encumbrances to attach to the Subject Parcel. Nothing in this Agreement shall preclude B&B from conveying its interest in the Subject Parcel to RJB during said eighteen-month period if prior to such conveyance RJB agrees in writing to assume and perform all of the obligations of B&B under the terms of this Agreement.

12. Until such time as title to the Subject Parcel is transferred to the Agency B&B shall remain responsible for maintenance and payment of taxes on the Subject Parcel.

13. The signatures on this Agreement shall be acknowledged by a notary public, and this Agreement shall be recorded in the Office of the Recorder for Sacramento County. If the conditions precedent referred to in Paragraph 3 do not occur, Agency shall, at the request of B&B or RJB, promptly execute and record a quit claim deed conveying to the then owner of the Subject Parcel all right, title and interest of the Agency in the Subject Parcel created by this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

REDEVELOPMENT AGENCY OF THE
CITY OF SACRAMENTO

BY _____
Executive Director

APPROVED AS TO FORM:

B&B And Sons, Enterprises,
A California Corporation

General Counsel

BY _____

APPROVED:

Richard J. Benvenuti,
an Individual

Finance Department

Fund:

Organization:

Cost Code:

Organization Approval

z:RJB/RacsAgrmt

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