

Official Records  
San Luis Obispo Co.  
Julie L. Rodewald  
Recorder  
May 04, 1995  
Time: 13:59

NF 0.00

Recording Requested By and  
When Recorded Return to:  
City Clerk's Office  
910 Park Street  
Paso Robles, CA 93446

[ 6 ]

TOTAL 0.00

**RESOLUTION NO: RA 95-02**  
**A RESOLUTION OF THE REDEVELOPMENT AGENCY**  
**OF THE CITY OF EL PASO DE ROBLES**  
**AUTHORIZING THE CHAIRMAN TO EXECUTE AN EXCLUSIVE NEGOTIATION**  
**AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY**  
**OF THE CITY OF EL PASO DE ROBLES AND JOHN ROUSH**

**WHEREAS**, Objective #8 of Section 400.10 of Redevelopment Plan of the Redevelopment Agency of the City of El Paso de Robles is "the encouragement, promotion and assistance in the development and expansion of local commerce and needed commerce"; and

**WHEREAS**, the Market Study funded by the Redevelopment Agency and completed April 1990 recommends that the Agency encourage private investors interested in the development in the downtown area of Paso Robles; and

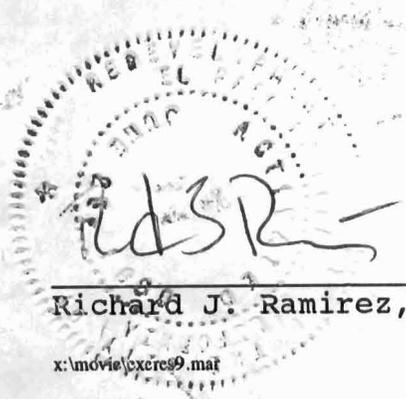
**WHEREAS**, John Roush has proposed to determine the feasibility of a multi-plex movie theater development within the Project Area;

**NOW, THEREFORE, BE IT RESOLVED**, that the Redevelopment Agency of the City of El Paso de Robles authorizes the Chairman to execute the Exclusive Negotiation Agreement between the Redevelopment Agency of the City of El Paso de Robles and John Roush attached to this resolution as Attachment "A", with regards to the sites for a minimum 6 screen Multi-Plex Movie Theater within the area illustrated on attached Exhibit "A".

**PASSED AND ADOPTED THIS 7th day of March, 1995 by the following roll call vote:**

**AYES:** Martin, Macklin Heggarty, Iversen, Picanco  
**NOES:** none  
**ABSENT:** none  
**ABSTAIN:** none

  
\_\_\_\_\_  
Duane Picanco, Chairman

  
Richard J. Ramirez, Agency Secretary

Richard J. Ramirez, Agency Secretary

**EXCLUSIVE NEGOTIATION AGREEMENT (Attachment "A")**

THIS EXCLUSIVE NEGOTIATION AGREEMENT is entered into and effective as of the 7th day of March, 1995, by and between the REDEVELOPMENT AGENCY OF THE CITY OF EL PASO DE ROBLES ("Agency"), and John Roush , ("Developer") on the terms and provision set forth below.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. EXCLUSIVE GOOD FAITH NEGOTIATIONS:

Agency and Developer agree to negotiate exclusively, diligently and in good faith commencing from and after the date of this Agreement until September 30, 1995, to prepare a mutually acceptable Redevelopment Disposition and Development Agreement ("DDA") which may be entered into by and between Agency and Developer with respect to that area in the Paso Robles Redevelopment Zone which will be within the area designated as the "Prospective Development Site" as described in Exhibit "A" attached hereto and incorporated by reference. During such period of exclusive negotiations, each party agrees to exclusively negotiate with the other for the development of a multi-plex movie theater on the Prospective Development Site and agrees not to engage in any other transaction or Agreement on land controlled by the Agency that would impede the other party's work or expectations with respect to the revitalization and redevelopment of the Perspective Development Site. Developer and Agency acknowledge that negotiations may not result in a satisfactory Agreement and that all negotiations must comply with applicable Federal, State and Municipal laws. Nothing herein shall be deemed a covenant, promise or commitment by Agency, the City of Paso Robles ("City"), or any agency of the City to enter into a DDA with Developer. The execution of this Agreement by the parties hereto is merely an Agreement to enter into a period of negotiations according to the concepts presented herein. Nothing herein shall limit the absolute discretion of Agency, the City and other agencies of the City as to any approval of the DDA or as to any other actions required of them. Notwithstanding anything to the contrary set forth herein, in the event that either party during the exclusive negotiation period determines that reasonable progress toward execution of the DDA is not being made, then such party shall have the right to terminate this Agreement upon giving forty-five (45) days written notice to the other.

2. PROPOSED DEVELOPMENT SUBMITTAL.

As part of the exclusive negotiation process, Developer will prepare and deliver to the Agency during the exclusive negotiation period the following documents and information for the review and consideration of the Agency as set forth below:

A. PLANNING ITEMS:

- 1) Submit Development Proforma
- 2) Submit Letter(s) of intent from property owner(s)

- 3) Identify other members of planning team (i.e., architect, engineer, attorney, consultants, etc.)
- 4) Prepare a preliminary site plan and concept design, including size, number, and seating capacity of rooms
- 5) Prepare a storm drain engineering study, including but not limited to cost estimates for alternative ways to accommodate a 100 year flood in the subject area
- 6) Prepare a schedule of estimated phasing of all improvements along with an estimate of construction and non-construction costs
- 7) Fully disclose name and references of the final development entity or team

B. FINANCIAL ITEMS:

- 1) Identify source(s) and demonstrate financial capability to provide equity share of development
- 2) Obtain preliminary commitment or letter of intent for construction financing
- 3) Reach agreement with Agency on economic terms of proposed Disposition and Development Agreement
- 4) Submit letter(s) of preliminary commitment for permanent project financing

Developer shall provide monthly written progress reports to the Agency (April 1, 1995 through September 1, 1995) which summarize the major efforts performed during the prior period and indicates the overall status of the proposed Project.

C. AGENCY ITEMS:

As part of the exclusive negotiation process, Agency will use all appropriate efforts to assist the Developer in soliciting and securing financing and related assistance as set forth below:

- 1) Identify Paso Robles area individuals and institutional sources which are potential financial investors and/or participants in the development. In addition to providing introductions, Agency will assist with providing general information about the project and participate in appropriate presentations, as may be requested by Developer, to encourage such investors' potential participation.
- 2) Assist in identifying possible alternative ownership arrangements (e.g. condominiumization of a limited number of the rooms) which may expand options to secure financial participation in the project

- 3) Evaluate potential for the lease/purchase financing for all or portions of the site and other approaches which may contribute to the financial feasibility of the project
- 4) Assist in causing key City officials to be available to participate in presentations, as reasonably requested, to prospective financial participants whom the Developer may identify

3. DEVELOPMENT TEAM:

Developer, its successors and assigns, shall be required from time to time, upon request, to make full disclosure to the Agency of its: (1) principals, if any; (2) officers, if any; (3) stockholders, if any; (4) partners, if any; (5) joint ventures, if any; (6) employees; (7) other integral consultants and contractors, if any; and (8) all other pertinent and material information concerning the development team of the Developer.

4. ASSISTANCE AND COOPERATION:

Developer and Agency shall cooperate fully in providing each other with appropriate information and assistance necessary to conduct good faith negotiations. Further, Developer and Agency, and their representatives or agents, shall be willing and available to meet periodically as necessary to complete negotiations on the DDA as early as possible within the period of the Agreement.

5. AGENCY AND CITY COUNCIL PUBLIC HEARING:

If the negotiations hereunder culminate in a DDA which involves the disposition of Agency property to Developer or to an assignee or successor to Developer, such an Agreement shall become effective only after and if the Agreement has been considered and approved by Agency and the City Council after public hearing.

6. ATTORNEY FEES:

In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement or the breach thereof, Developer will defend and hold harmless City and Agency.

7. PUBLIC ANNOUNCEMENTS:

The Developer and the Agency agree that at no time will either party make public announcements regarding this project independent of the other. Such actions will be cause to terminate the agreement.

8. LIMITATIONS OF THIS AGREEMENT:

By the execution of this Agreement, the Agency is not committing itself to or agreeing to undertake: (1) disposition of land to the Developer; or (2) any other acts or activities requiring the subsequent independent exercise of discretion by the Agency, the City, or any

agency or department thereof.

This Agreement does not constitute a disposition of property or exercise of control over property by the Agency or City and does not require a public hearing.

IN WITNESS WHEREOF, the parties Have executed this Agreement as of the date set opposite their signatures. The effective date of this Agreement shall be the date the Agreement is signed by the Agency.

DATED: \_\_\_\_\_

REDEVELOPMENT AGENCY OF THE  
CITY OF EL PASO DE ROBLES

By: 

By: \_\_\_\_\_

ATTEST:

  
Richard J. Ramirez,

DATED: 3-16-95

(DEVELOPER)

By: 

By: \_\_\_\_\_

N  
↑  
no  
scale

# Exhibit "A"

7 March 1995



Eligible  
Sites For  
Multi-Plex  
Movie  
Theater

Agreement  
Applies to  
Sites Within  
two blocks  
of City Park

