

AMENDED AND RESTATED REDEVELOPMENT PLAN FOR THE
WATERFRONT MERGER REDEVELOPMENT PROJECT AREA

Prepared by the
Redevelopment Agency of the City of Stockton

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By Ordinance No. 009-09

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ADOPTION OF THE AMENDED AND RESTATED REDEVELOPMENT PLAN FOR THE WATERFRONT MERGER REDEVELOPMENT PROJECT AREA

PART I. INTRODUCTION

A. OVERVIEW

This is the Amended and Restated Redevelopment Plan for the Waterfront Merger Redevelopment Project Area, (the "Plan"). This Plan consists of text (Part I through Part XIV), Boundary Map of the Merged Project Area (Exhibit A), Legal Description of the West End Areas; Port Industrial Project Area; and Rough and Ready Project Area (Exhibit B-1), a Legal Description of the Added Area (Exhibit B-2), Land Use Map (Exhibit C), and a list of Initially Proposed Actions and Projects (Exhibit D).

This Plan has been prepared by the Redevelopment Agency of the City of Stockton (the "Agency") pursuant to the Constitution of the State of California, the Community Redevelopment Law of the State of California (the "Redevelopment Law"), and all applicable laws and local ordinances.

The continuing redevelopment of the Merged Project Area as described in this Plan conforms to the General Plan for the City of Stockton, as applied in accordance with local codes and ordinances.

B. BACKGROUND OF CONSTITUENT PLANS AND PROJECT AREAS

This Plan amends and restates and consolidates into a single plan document, in their entirety three redevelopment plans (collectively, the "Constituent Redevelopment Plans") previously adopted and amended by the City Council with respect to the three redevelopment project areas (collectively, the "Constituent Project Areas") that together with the Added Area comprise the Merged Project Area. Following is a brief history of the Constituent Project Areas that comprise the Merged Project Area (other than the Added Area), and the Constituent Redevelopment Plans that are hereby further amended, restated and consolidated in the form of this Plan.

1. West End Urban Renewal Project No. 1 Redevelopment Plan and Project Area

The Redevelopment Plan for the West End Urban Renewal Project No. 1 Redevelopment Project, establishing the West End Project Area, was adopted by the City Council by Ordinance No. 686 on October 9, 1961 to establish the West End Urban Renewal Project No. 1 Project Area (West End 1); and subsequently amended by Ordinance No. 1078 on April 6, 1964 and by Ordinance No. 1685 on May 27, 1968 under the urban renewal program; by Ordinance No. 2567 on September 3, 1974 to add West End 2; by Ordinance No. 3308 on March 31, 1980 to add West End 3 and by Ordinance No. 089-86 on December 15, 1986 to add certain limits on tax increment, incurring debt, and for instituting eminent domain actions; and further amended and restated by Ordinance No. 039-91 on July 15, 1991 to add West End 4; by Ordinance No. 034-94 on December 19, 1994 to impose limits on incurring debt, receipt of tax increment and

effectiveness of the plan; by Ordinance No. 029-98 on November 17, 1998 to remove one parcel from the project area; by Ordinance No. 028-02 on June 4, 2002 to eliminate the debt incurrence time limit; by Ordinance No. 011-03 on March 18, 2003 to extend the eminent domain deadline; by Ordinance No. 013-07 on June 5, 2007 to adopt a description of the Agency's program to acquire real property by eminent domain; and by Ordinance No. 018-08 on November 18, 2008 to extend time limits for plan effectiveness and tax increment receipt (collectively the "West End Plan")

2. Port Industrial Redevelopment Plan and Project Area

The Redevelopment Plan for the Port Industrial Redevelopment Project (the "Port Industrial Plan"), establishing the Port Industrial Project Area, was adopted by the City Council by Ordinance No. 019-01 on July 10, 2001; and by Ordinance No. 019-08 on November 18, 2008 to extend time limits for plan effectiveness and tax increment receipt.

3. Rough and Ready Island Redevelopment Plan and Project Area

The Redevelopment Plan for the Rough and Ready Island Redevelopment Project (the "Rough & Ready Plan"), establishing the Rough and Ready Island Project Area, was adopted by Ordinance No. 013-04 on July 13, 2004.

C. PURPOSE AND EFFECT OF PLAN

Among other matters, this Plan:

1. further amends, restates, consolidates, and supersedes in their entirety the current Constituent Redevelopment Plans in the form of a single "Amended and Restated Redevelopment Plan for the Waterfront Merger Redevelopment Project Area" (including the West End, Port Industrial, and Rough and Ready Island Project Areas) and incorporates the applicable provisions from each of the Constituent Redevelopment Plans (collectively the Merged Project Area");

2. adds 32 acres of territory to the Rough and Ready Area and incorporates that territory to the Merged Project Area;

3. extends the effectiveness of the Plan time limit and the tax increment receipt time limit with respect to the West End 1, by ten (10) years;

4. extends the time limit to commence eminent domain actions to the earlier of the plan effectiveness time limit or the date twelve (12) years from the date of adoption of this Plan for each of the subareas of the Merged Project Area;

5. increases the limit on the amount of bonds that can be outstanding and the total amount of tax increment that can be collected from each of the subareas of the Merged Project Area;

6. updates the list of projects, programs and activities that may be undertaken by the Agency in the Merged Project Area; and

7. updates various text provisions from the Constituent Redevelopment Plans to conform to the current requirements of the Redevelopment Law.

This Plan provides the Agency with powers, duties and obligations to implement the program generally formulated in this Plan for the redevelopment, rehabilitation, and revitalization of the Merged Project Area. This Plan does not present a specific plan or establish priorities for specific projects for the redevelopment, rehabilitation, and revitalization of any particular area within the Project Area. Instead, this Plan presents a process and a basic framework within which specific development plans will be presented, priorities for specific projects will be established, and specific solutions will be proposed, and by which tools are provided to the Agency to fashion, develop, and proceed with such specific plans, projects, and solutions.

Many of the requirements contained in this Plan are necessitated by and in accordance with statutory provisions in effect at the time of adoption of this Plan. Such statutory provisions may be changed from time to time. In the event that any such statutory changes affect this Plan's terms, and would be applicable to the Agency, the Merged Project Area, or this Plan, the terms of this Plan that are so affected shall be automatically superseded by such statutory changes, to the extent necessary to be in conformity with such statutory changes (and all other terms of the Plan shall remain in full force and effect).

PART II. GENERAL DEFINITIONS

The definition of general terms contained in the Redevelopment Law shall govern the construction of this Plan, unless more specific terms and definitions therefore are otherwise provided in this Plan. In addition, the following specific definitions are used in this Plan:

A. "Added Area" means that portion of the Merged Project Area shown on the Boundary Map of Merged Project Area (Exhibit A) and described in the Legal Description of Added Area (Exhibit B-2).

B. "Agency" means the Redevelopment Agency of the City of Stockton.

C. "Auditor Certification Date" means the date of the certification by the County Auditor to the Director of Finance, pursuant to Health and Safety Code Section 33492.9 to the effect that One Hundred Thousand Dollars (\$100,000) or more of tax increment funds from the Rough and Ready Project Area have been paid to the Agency (which occurred in fiscal year 2006-2007).

D. "City" means the City of Stockton, California.

E. "City Council" means the City Council of the City of Stockton, California.

- F. "County" means the County of San Joaquin, California.
- G. "Constituent Project Areas" means and includes the West End Project Area, the Port Industrial Project Area, the Rough and Ready Island Project Area and the Added Area.
- H. "Constituent Redevelopment Plans" means and includes the West End Urban Renewal No. 1 Redevelopment Plan, the Port Industrial Redevelopment Plan, and the Rough and Ready Island Redevelopment Plan, which are hereby further amended, restated, consolidated, and superseded in their entirety by this Plan, all as further defined and described in Part I.B of this Plan.
- I. "Development Code" means the Development Code of the City of Stockton, California, as it now exists or may hereafter be amended.
- J. "General Plan" means the City of Stockton General Plan, as it now exists or may hereafter be amended, and any specific plan(s) applicable to all or portions of the Merged Project Area that may hereafter be in effect from time to time.
- K. "Land Use Map" means the map setting forth the currently permitted land uses and major circulation routes in the Merged Project Area. The Land Use Map is attached to this Plan as Exhibit C.
- L. "Merged Project Area" means and includes the Constituent Areas further defined and described in Part I.B of this Plan, including the Added Area further defined and described in Part II.A.
- M. "Owner" means any person owning fee title to, or a long-term leasehold interest in Real Property (as defined below) within the Merged Project Area.
- N. "Owner Participation Rules" means the Rules for Business Tenant Preference and Owner Participation adopted by the Agency pursuant to the Redevelopment Law, as such Rules now exist or may hereafter be amended.
- O. "Person" means any individual, or any public or private entity.
- P. "Personal Property" means moveable property, chattels and any other property not part of Real Property.
- Q. "Plan" means this Amended and Restated Redevelopment Plan for the Waterfront Merger Redevelopment Project Area, as it now exists or may hereafter be amended.
- R. "Planning Commission" means the Planning Commission of the City of Stockton, California.
- S. "Port Industrial Plan" means the Redevelopment Plan for the Port Industrial Redevelopment Project, as further defined and described in Part I.B.2 of this Plan, which is

hereby further amended, restated, and consolidated with the other Constituent Redevelopment Plans in the form of this Plan.

T. "Port Industrial Project Area" means the area included within the boundaries of the Port Industrial Redevelopment Project, as shown on the Boundary Map of Merged Project Area (Exhibit A) and described in the Port Industrial Area Legal Description (Exhibit B-1).

U. "Project" means the redevelopment activities undertaken in or for the benefit of the Merged Project Area pursuant to this Plan.

V. "Real Property" means land, including land under water and waterfront property; buildings, structures, fixtures and improvements on the land; property appurtenant to or used in connection with the land; and every estate, interest, privilege, easement, franchise and right in land, including but not limited to rights-of-way, terms of years and liens, charges or encumbrances by way of judgment, mortgages or otherwise and the indebtedness secured by such liens.

W. "Redevelopment Law" means the Community Redevelopment Law of the State of California (California Health and Safety Code Section 33000 et seq.).

X. "Rough and Ready Plan" means the Redevelopment Plan for the Rough and Ready Island Redevelopment Project, as further defined and described in Part I.B.3 of this Plan, which is hereby further amended, restated, and consolidated, with the other Constituent Redevelopment Plans in the form of this Plan.

Y. "Rough and Ready Project Area" means the area included within the boundaries of the Rough and Ready Island Redevelopment Project, as shown on the Boundary Map of Merged Project Area (Exhibit A) and described in the Rough and Ready Area Legal Description (Exhibit B-1).

Z. "State" means the State of California.

AA. "West End 1" means the portion of the West End Project Area that was originally adopted pursuant to City Council Ordinance No. 686 C.S. on October 9, 1961 (designated Parcel A of the West End Project Area Legal Description in Exhibit B-1).

BB. "West End 2" means the portion of the West End Project Area that was added pursuant to City Council Ordinance No. 2567 C. S. on September 3, 1974 (designated Parcels B and C of the West End Project Area Legal Description in Exhibit B-1).

CC. "West End 3" means the portion of the West End Project Area that was added pursuant to City Council Ordinance No. 3308 C. S. on March 31, 1980 (designated Parcel D of the West End Project Area Legal Description in Exhibit B-1).

DD. "West End 4" means the portion of the West End Project Area that was added pursuant to City Council Ordinance No. 039-91 on July 15, 1991, a portion of which was deleted by an amendment adopted by Ordinance No. 029-98 on November 17, 1998 (designated Legal

Description of Amended West End Urban Renewal Project Area No. 1 Expansion Area in Exhibit B-1).

EE. "West End Plan" means the Redevelopment Plan for the West End Urban Renewal No. 1 Project, as further defined and described in Part I.B.1 of this Plan, which is hereby further amended, restated, and consolidated with the other Constituent Redevelopment Plans in the form of this Plan.

FF. "West End Project Area" means the area included within the boundaries of the West End Urban Renewal No. 1 Redevelopment Project, as shown on the Boundary Map of the Merged Project Area (Exhibit A) and described in the West End Area Legal Description (Exhibit B-1), which includes West End 1, West End 2, West End 3 and West End 4.

PART III. PROJECT AREA BOUNDARIES

The Merged Project Area consists of all properties within the boundaries of the Merged Project Areas shown on the Boundary Map (Exhibit A) and described in the Legal Descriptions (Exhibit B-1 and B-2).

PART IV. REDEVELOPMENT GOALS AND OBJECTIVES

A. OVERVIEW OF GOALS AND OBJECTIVES

As emphasized throughout this document, the Plan is designed to provide an effective set of legal and financial tools and techniques that will enable the City, the Agency, and the Stockton community to build upon the strengths of the Merged Project Area, including its historic, social and cultural resources and heritage, while overcoming its adverse physical and economic conditions, to achieve the fundamental goals of the General Plan as they relate to the Merged Project Area, as described below.

B. GOALS AND OBJECTIVES

The redevelopment goals and objectives for the Merged Project Area include:

1. The elimination of adverse physical and economic conditions within the Merged Project Area that are so substantial and prevalent within the Merged Project Area that they have caused a lack of proper utilization of the Merged Project Area to the extent that they constitutes a serious physical and economic burden on the community.
2. The elimination or renovation of substandard buildings and those that conflict with uses proposed in the General Plan.
3. The elimination of substandard sized lots and lots of irregular shape.

4. The creation of sites of adequate shape and size for redevelopment in accordance with a unified development plan by assembling smaller parcels of inadequate size and shape.
5. The promotion of pedestrian-oriented uses and spaces, and the improvement of safe and convenient pedestrian circulation.
6. The development of a harmonious unified streetscape in commercial areas, including lighting, signage, street trees and furniture, and other design elements, consistent with the applicable design guidelines and standards.
7. The encouragement of parking consolidation and development of new parking facilities to provide adequate and convenient parking, in a manner sensitive to the rights and needs of property owners, while enhancing public access to commercial areas.
8. The improvement of pedestrian and bicycle circulation between neighborhoods and commercial districts.
9. The enhancement of traffic flow along streets serving the Merged Project Area.
10. The reduction of traffic intrusion in residential neighborhoods.
11. The minimization of commuting distances between residential concentrations and employment centers by encouraging infill development and a mix of residential densities.
12. The encouragement and provision of incentives for infill development, the prevention of urban sprawl, and promotion of efficient and equitable provision of public services to ensure that Stockton's future growth will proceed in an orderly manner.
13. The development of additional adequately sized neighborhood park space, including playground equipment, to serve existing and future residents.
14. The conservation, when feasible and consistent with the accomplishment of other redevelopment goals, of historic and contributory buildings that are an important link to the area's heritage.
15. The preservation and creation of civic, cultural and educational facilities and amenities as catalysts for area revitalization.
16. The use of catalyst sites to stimulate the revitalization of the neighborhoods within the Merged Project Area.
17. The enhancement of viable commercial districts, including the attraction and retention of neighborhood serving commercial facilities (such as grocery stores and convenience goods and services stores).
18. The attraction of appropriate new businesses and the retention and expansion of existing businesses in coordination with citywide economic development programs.

19. The encouragement of commercial and mixed use commercial/housing development at locations that provide convenient neighborhood retail and services to existing and new housing areas, and that maximization of regional shopping opportunities where their economic viability can be sustained.

20. The encouragement of and assistance to new industry opportunities, and the expansion of existing industry.

21. The assistance and support of the City's phased growth based on the availability of adequate water supplies, market forces, infrastructure financing capacity, and the timing of the design, approval, and construction of water supply and transportation facilities and other infrastructure.

22. Encouragement of small neighborhood serving commercial uses adjacent to and within residential areas where such uses are compatible with the surrounding area and mitigate any significant impacts (i.e., traffic, noise, lighting).

23. Revitalization of Central Stockton through public/private investment that considers real estate development economics, resources, and funding allocations. Promotion of both public and private sector improvements within Central Stockton.

24. Development of the Waterfront area to: a) bring people to the Waterfront; b) provide an active and integrated edge to Downtown; and c) serve as a site for landmark architecture and active open spaces.

25. Creation of a strong industrial incentive program to encourage upgrading of industrial buildings and to attract new industrial uses to the area.

26. Elimination or amelioration of constraints to development, including, without limitation, accessibility constraints that interfere with proper development by providing, as may be appropriate, street, interchange, and railroad overpass or other public improvements.

27. Elimination or amelioration of deficient or substandard public infrastructure conditions including insufficient off-street parking; deficient, undersized, or poorly located utilities; inadequate fire protection facilities; or other similar public improvement deficiencies adversely affecting the Project Area.

28. Provision of assistance, as may be appropriate, to property owners, businesses, and investors to facilitate the rehabilitation or construction of buildings.

29. Provision, as may be appropriate, of assistance to public and private development entities in the mitigation of environmental conditions that interfere with property development.

30. The creation of residential opportunities for all segments of the community, including the provision of quality affordable housing.

31. The conservation and enhancement of existing residential neighborhoods.
32. The encouragement of residential development in appropriate locations.
33. The promotion of a variety of housing types and densities throughout the City that address the housing needs of various age and socio-economic groups.
34. Encouragement of and assistance to the construction of new affordable housing.
35. Promotion of increased ownership opportunity to preserve, stabilize and enhance neighborhoods.
36. Provision of assistance homeowners to rehabilitate their homes, thereby preventing neighborhood deterioration and arresting blight.
37. Provision of assistance to developers to acquire and rehabilitate apartments to secure affordable rents, prevent neighborhood deterioration, expand the community's supply of affordable housing, and arrest blight.
38. Provision of assistance as necessary to permit existing affordable units to remain affordable and not convert to market-rate units after their covenant restricted affordability period expires.

The redevelopment goals and objectives set forth in this Part IV are subject to modification and refinement through the periodic adoption and amendment of the Agency's five-year implementation plans in accordance with Health and Safety Code Section 33490.

PART V. LAND USE REGULATIONS

A. OVERVIEW OF REGULATIONS

The City has adopted a General Plan which is in full conformance with the State requirements for general plans.

The permitted land uses, land use standards, development goals, objectives and policies, and other evaluation guidelines of this Plan shall be those set forth in the General Plan, together with the specific redevelopment goals and objectives outlined in Part IV above (which are consistent with and serve to implement the more general goals and objectives of the General Plan). It is further intended that all provisions of the Development Code, as it now exists or hereafter be amended, shall be applicable to developments in the Project Area, and that all development in the Project Area shall comply with all applicable state and local laws, codes and ordinances in effect from time to time in the City, in addition to any requirements of the Agency imposed pursuant to this Plan.

Finally, the applicable City zoning and planning processes (including any moratoria or temporary development restrictions imposed by the City) shall continue to have full effect and

shall continue to serve as the primary determinant for land use decisions in the Merged Project Area. Without limiting the generality of the foregoing, and subject to the following paragraph, the Planning Commission, the City Council, City departments, and other City boards and commissions shall perform the same functions for consideration and approval or disapproval of development applications, permits and other entitlements for properties within the Merged Project Area that are subject to this Plan, as for properties outside the Merged Project Area that are not subject to this Plan.

The City Council may, in its discretion through appropriate future legislation, amend applicable City planning or building codes and standards to provide for modified or streamlined processing of development applications within redevelopment project areas or other special zones. Any such amendment of City planning and building codes and standards shall thereafter apply to the processing of development applications in the Merged Project Area in accordance with the terms of such amendment.

B. PERMITTED LAND USES

As noted in the overview to this Part, this Plan adopts the land uses set forth in the General Plan as the permitted uses within the Project Area. It is intended that the land uses set forth in the General Plan now, or as they may hereafter be amended, shall be the land uses governing this Plan.

C. LAND USE MAP; PUBLIC RIGHTS-OF-WAY

1. Land Use Map

The Land Use Map (Exhibit C) shows the current permitted land uses, major circulation routes and street layout, as well as the location of property proposed to be devoted to public purposes within the Merged Project Area. The specific types of uses and activities (including size, height, and number of buildings and dwelling units) permitted or conditionally permitted in each land use category mapped on the Land Use Map are those types of uses and activities (including size, height and number of buildings and dwelling units) described in the General Plan for the relevant land use category. The land uses shown on the Land Use Map are drawn from the Land Use Element of the General Plan and shall be deemed to be automatically modified as the Land Use Element of the General Plan may be revised from time to time in order to maintain conformance of this Plan with the General Plan, as provided in Sections A and B of this Part.

2. Public Streets and Rights-of-Way

All streets within the Merged Project Area may be widened, altered, or vacated for purposes of development of the Project. New streets may be created as appropriate, consistent with the General Plan. The anticipated configuration of streets and public rights-of-way within the Merged Project Area (including existing streets to be retained and their relationship to major public facilities) is shown on the Land Use Map (Exhibit C). These public rights-of-way may be used for vehicular and/or pedestrian traffic as well as for public improvements, public and private utilities, and activities typically found in public rights-of-way.

Additional public streets, alleys and easements may be created in the Merged Project Area as appropriate for proper development. Existing streets, alleys and easements may be abandoned, closed or modified as necessary for proper development of the Project.

Any changes in the existing interior or exterior street layout shall be in accordance with the General Plan, the objectives of this Plan, and the City's design standards, and shall be effectuated in the manner prescribed by state and local law.

D. GENERAL CONTROLS AND LIMITATIONS

All real property in the Merged Project Area is hereby subject to the goals, objectives, policies, controls and requirements of this Plan (which expressly incorporates the goals, objectives, policies, controls and requirements of the General Plan and the Development Code). No real property shall be developed, rehabilitated, or otherwise changed after the date of adoption of the Plan except in conformance with the provisions of this Plan, the General Plan, the Development Code, and all other applicable State and local laws and standards in effect from time to time.

1. New Construction

All new construction shall comply with all applicable State and local laws and standards in effect from time to time. Parking facilities shall be provided in accordance with the criteria set forth in the General Plan and the Development Code, as they now exist or may hereafter be amended, and any additional standards adopted by the Agency pursuant to Part V.E below. All parking shall be paved and drained so that storm and surface water drainage from parcels will not cross public sidewalks. All parking spaces visible from the street shall be landscaped as necessary to prevent unsightly barren appearances. Off-street loading facilities, trash areas and any outdoor storage of materials approved by the City and/or Agency shall be adequately enclosed or screened by walls, landscaping, or other such enclosure consistent with the applicable City ordinances.

2. Non-Conforming Uses

The existence, continuation, renovation, repair, expansion, and replacement of nonconforming uses in the Merged Project Area shall be governed by the applicable City land use regulations in effect from time to time.

3. Rehabilitation

Any structure within the Merged Project Area which will be retained as part of the Plan shall not be altered, constructed, or rehabilitated unless it is done so in conformance with the General Plan, the Development Code, all applicable codes, and any guidelines which may be adopted by the Agency to assist in the implementation of the Plan. This conformity shall extend to the architectural character, the public spaces and other elements as required by the City and/or Agency.

4. Open Space/Landscaping

The standards for open space to be provided within the Merged Project Area are set forth in the General Plan and the Development Code, as they now exist and may hereafter be amended, and are included as part of the goals and objectives of this Plan. The precise amount of open space, if any, to be provided in the Merged Project Area will depend on the particular plans for development submitted by developers of private property in the Merged Project Area and approved by the City. Landscaping plans for development projects shall be submitted to the City for review and approval.

5. Height and Bulk

The height and bulk of structures shall be regulated as provided in the General Plan and the Development Code, as they now exist or as they may hereafter be amended, and such additional standards as may be adopted by the Agency pursuant to Section E below.

6. Density

The maximum permitted density of development on any building site shall be regulated as provided in the General Plan and the Development Code, as they now exist or may hereafter be amended, and such additional standards as may be adopted by the Agency pursuant to Section E below.

7. Signs

Exterior signs necessary for the identification of buildings and premises shall be as permitted by the General Plan and the Development Code, as they now exist or may hereafter be amended, provided that they comply with any design criteria established for the Merged Project Area. The Agency may require that the complete sign program for a development and such additional standards as may be adopted by the Agency pursuant to Section E below be reviewed by the Agency staff, as well as the Planning Commission, prior to the erection or installation of signs in any part of the Merged Project Area.

8. Nondiscrimination and Nonsegregation

As more fully set forth in Part VI below, there shall be no discrimination or segregation based on race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry permitted in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Merged Project Area.

9. Resubdivision of Parcels

After rehabilitation and development pursuant to this Plan, no parcel in the Merged Project Area, including any parcel retained by a conforming owner or participant shall be subdivided without the approval of the City.

10. Variances

In the event the City grants a variance from applicable City land use regulations for development of a parcel within the Merged Project Area, such grant of variance shall be deemed to constitute a comparable variance from the land use standards of this Plan without additional action by the Agency.

In addition, the Agency is authorized to permit variances from any development standards adopted by the Agency pursuant to Section E below or any affordable housing regulations or policy guidelines adopted by the Agency pursuant to Section H below. In order to permit such a variance the Agency must determine that:

a. The application of one or more of the provisions of such Agency development standards, regulations or policy guidelines would result in unnecessary hardship to the property owner;

b. There are exceptional circumstances or conditions applicable to the property or to the intended development of the property which do not apply generally to other properties having the same standards, restrictions and controls;

c. Permitting a variance from the limits, restrictions, or controls of such Agency development standards, regulations or policy guidelines will not be materially detrimental to the public welfare or injurious to property or improvements in the area;

d. Permitting a variance from the limits, restrictions or controls of such Agency development standards, regulations or policy guidelines will not be contrary to the objectives of this Plan; and

e. The grant of variance by the Agency will not result in development that conflicts with applicable City land use standards.

No such variance shall be granted which changes a basic land use pursuant to this Plan or which permits other than a minor departure from the provisions of this Plan. In permitting any variance, the Agency shall impose such conditions as are necessary to protect the public health, safety, and welfare and to assure compliance with the objectives of the Plan.

E. ADOPTION OF ADDITIONAL STANDARDS FOR DEVELOPMENT

Within the limits, restrictions and controls established in the General Plan, the Development Code, and this Plan, the Agency is authorized to establish and adopt, by appropriate resolution, specific guidelines and/or standards for building heights, building coverage, design criteria, architectural character, landscaping character, sign character, traffic circulation ingress and egress, parking, and any other development and design control necessary to implement the Plan. Such guidelines and/or standards may relate to both private and public areas within the Merged Project Area. No new development shall be constructed and no existing improvements shall be substantially modified, altered, repaired, or rehabilitated except in accordance with such adopted guidelines and/or standards for development. The Agency shall

not approve plans which do not comply with any adopted guidelines and/or standards for development.

F. BUILDING PERMITS

No permit shall be issued for the construction of any new building or for any construction on an existing building in the Merged Project Area from the date of adoption of this Plan until the application for such permit has been made and processed in a manner consistent with all City requirements.

The Agency is authorized to establish permit procedures and approvals in addition to those set forth above where required for the purposes of this Plan. Where such additional procedures and approvals are established, a building permit shall be issued only after the applicant for same has been granted all approvals required by the City and the Agency at the time of application.

G. DWELLING UNITS

In compliance with the Health and Safety Code Section 33333(c), and as provided in Sections B, C.1 and D.6 of this Part V, the maximum number of dwelling units in the Merged Project Area shall be regulated as provided in the General Plan and the Development Code, as they now exist or may hereafter be amended.

H. AFFORDABLE HOUSING

Very limited new residential uses are contemplated in the Added Area, Port Industrial Project Area and Rough and Ready Island Project Area, although residential uses are contemplated and permitted in the rest of the Merged Project Area. To the extent new residential development or rehabilitation is permitted by applicable General Plan and Development Code provisions in the applicable portion of the Merged Project Area, the Agency, by regulation or policy adopted by the Agency from time to time, shall ensure compliance with the provisions of Health and Safety Code Section 33413(b) requiring that specified percentages of all new or rehabilitated dwelling units developed in the Merged Project Area be available at affordable housing cost to households in specified income categories. Such adopted Agency regulations and/or policy guidelines shall be applicable and enforceable by the City and the Agency under this Plan with respect to parcels developed with new or rehabilitated residential structures in the Merged Project Area regardless of whether such parcels are developed with Agency assistance or participation.

The Agency, in cooperation with applicable Owners, shall pursue the use of land use incentives, such as density bonuses, height restriction waivers, and increased lot coverage, consistent with the General Plan and Development Code, to encourage the production of more affordable housing units in the Merged Project Area. In addition, the Agency shall pursue the production of additional affordable housing units as part of mixed use and/or mixed income developments in the Merged Project Area, consistent with the General Plan and Development Code.

I. MITIGATION MEASURES

By concurrent resolution (City Council Resolution No. 09-0204/Agency Resolution No. R09-17; the "EIR Resolution") adopted in connection with certification of the Environmental Impact Report for the Redevelopment Plan for the Merged Project Area (the "EIR"), the City Council and the Agency adopted specified environmental mitigation measures (the "Mitigation Measures") to be implemented as part of the redevelopment plan to minimize potential adverse environmental impacts of the plan. The Mitigation Measures are based, in substantial part, on the mitigation measures identified in the EIR.

The City has determined that the EIR adequately addresses the significant and potentially significant environmental effects of the Plan as amended.

The Mitigation Measures are hereby incorporated into this Plan by this reference and shall be implemented by the Agency, the City, or individual property owners/developers, as appropriate, in connection with public and private actions undertaken pursuant to this Plan (including in connection with City land use approvals for developments in the Merged Project Area during the effectiveness of this Plan).

Each individual public activity/improvement or private development action within the Merged Project Area and/or in furtherance of this Plan that will require a discretionary approval by the Agency or the City will, at a minimum, be subject to a preliminary California Environmental Quality Act ("CEQA") review to determine if the activity, improvement or development action then requires preparation of a negative declaration, a mitigated negative declaration or a subsequent or supplemental environmental impact report in accordance with the applicable standards of CEQA and the CEQA guidelines.

PART VI. REDEVELOPMENT TECHNIQUES TO ACHIEVE PLAN OBJECTIVES

The development of the Project will be undertaken in accordance with the provisions of the Redevelopment Law. The Agency proposes to use the redevelopment techniques set forth in this Part VI and the Redevelopment Law to achieve the goals and objectives of the Plan set forth in Part IV above.

Among the programs and projects that may be implemented by the Agency using the techniques set forth in this Part VI and the Redevelopment Law are those described in Exhibit D, the Proposed Actions and Projects. Exhibit D lists redevelopment programs and projects that appear, at the time of approval of the Plan, to have significant potential for achieving the goals and objectives of the Plan. As redevelopment needs and opportunities evolve over the life of the Plan, the Agency may determine not to undertake certain programs or projects listed in Exhibit D, and/or to undertake other programs and projects consistent with this Plan and the Redevelopment Law that are not listed in Exhibit D.

A. PUBLIC IMPROVEMENTS

As more fully set forth in Health and Safety Code Sections 33445 and 33679, the Agency is authorized to install and construct or cause to be installed and constructed the public improvements and public utilities (within or outside the Merged Project Area) necessary to carry out this Plan. Such public improvements and public utilities include, but are not limited to, the construction, expansion, rehabilitation or modernization of over-or underpasses, bridges, streets, curbs, gutters, sidewalks, public gateway and signage features, street lights, sewers, sewage treatment facilities, waste water or septic tank disposal areas, storm drains, flood control facilities, traffic signals, electrical and other energy distribution and generation systems, communication systems, fiber optic systems, fire fighting and facilities, and public safety, police and criminal justice facilities, educational facilities, community and civic centers, natural gas distribution systems, water treatment and distribution systems, other public buildings, parks, recreational facilities, playgrounds and open space areas, if any, off-street parking, plazas, landscaped areas, and undergrounding of existing utilities. Anticipated public improvements, facilities and utilities that may be installed or constructed, or caused to be installed or constructed, by the Agency include, but are not limited to, those public improvements, facilities and utilities set forth in the attached Exhibit D, the Proposed Actions and Projects.

Without limiting the generality of the financing techniques available to the Agency under this Plan as set forth in Part VII, Section A below, among the techniques the Agency may employ to cause the financing and construction, expansion, rehabilitation, or modernization of the above-referenced public improvements and public facilities is participation in payments to assessment districts, Mello-Roos community facility districts, or other similar districts established pursuant to applicable law to finance construction, expansion, rehabilitation, or modernization of such public improvements and public facilities.

B. PROPERTY ACQUISITION

1. Acquisition of Real Property

Except as specifically limited herein (see paragraphs a., b., c., and d. below regarding limitations on the Agency's eminent domain power), the Agency may, but is not required to, acquire or obtain options to acquire all real property located in the Merged Project Area by gift, devise, exchange, purchase, eminent domain or any other lawful method whatsoever. The Agency may also acquire any other interest in real property less than a fee interest.

Since it is in the public interest and is necessary for the elimination of those conditions requiring redevelopment, the power of eminent domain may be employed by the Agency to acquire real property in the Merged Project Area. The power of eminent domain shall not be exercised, however, when the conditions described in either subdivision a. or b. or c. or d. below exist:

a. The property in question is owned by a public body and that public body has not consented to the exercise of the power of eminent domain by the Agency; or

b. The property in question is improved with a structure and, although not conforming to the Plan, the Agency has determined that the property and the structure can so conform pursuant to an owner participation agreement and that the owner is faithfully performing under the terms of the owner participation agreement; or

c. The property in question is improved with a structure and, in the sole determination of the Agency; all of the following are true:

(1) The property is not needed for those specific activities outlined in the Plan, including for development by a master developer pursuant to Section C.2 below; and

(2) The property is not needed for the development of replacement housing for those displaced by Agency activity, if any; and

(3) The property is not needed for any other public improvement or facility; and

(4) The property is not needed to promote historical or architectural preservation; and

(5) The property is not needed to remove a blighting influence on surrounding properties which prevents achievement of the objectives of this Plan; and

(6) The property is not needed for the elimination of environmental deficiencies including among other things, inadequate circulation, access or street layout, hazardous materials, incompatible and mixed uses, overcrowding and small parcel size; and

(7) The property is not needed for the removal of impediments to land development and disposition through assembly of land into appropriately sized and shaped parcels served by improved circulation and utilities.

d. The acquisition is prohibited by Section 19 of Article 1 of the California Constitution.

Notwithstanding the foregoing limitations, the Agency may, with the prior written consent of the affected property owner, use the power of eminent domain to acquire property within the Merged Project Area that is otherwise excluded from the exercise of the power of eminent domain to the extent allowed by applicable law.

The Agency must commence eminent domain proceedings with respect to any property which it intends to acquire within twelve (12) years of the date of adoption of the ordinance adopting the Plan, provided that any such proceeding must be no later than the Plan effectiveness time limit, as set forth in Part X, Section B below, applicable to such property.

The time limits set forth above for commencement of eminent domain proceedings may be extended only by further amendment of the Plan. The Agency may acquire property by voluntary (e.g., non-eminent domain) means after the expiration of the time limit for eminent

domain proceedings and prior to the expiration of the effectiveness of the Plan with respect to the applicable portion of the Merged Project Area (as set forth in Part X, Section B below).

Prior to any acquisition through eminent domain the Agency shall adopt a resolution declaring a need to acquire any specific property and authorizing the acquisition by such method.

2. Acquisition of Personal Property

Generally, personal property shall not be acquired. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Merged Project Area by any lawful means.

C. PARTICIPATION BY OWNERS AND BUSINESS TENANTS

1. Opportunities for Owners and Business Tenants

The Agency shall extend reasonable preferences to persons who own property or are engaged in business in the Merged Project Area, to continue or re-enter in business within the Merged Project Area if they meet the requirements prescribed in this Plan and the Owner Participation Rules which have been adopted by the Agency and are available for public inspection.

It is the intention of the Agency that owners of fee title to, or a long term leasehold interest in, parcels of real property within the Merged Project Area, where consistent with this Plan and the Owner Participation Rules, be allowed to participate in this redevelopment by: retaining all or a portion of their properties; acquiring adjacent or other properties in the Merged Project Area; selling their properties to the Agency and purchasing other properties in the Merged Project Area; and upgrading and developing their properties in conformance with this Plan and Owner Participation Rules.

The Agency may determine either on its own direction or pursuant to a request of a property owner that certain property within the Merged Project Area does not conform to this Plan, and the owner of such property shall be required to enter into an owner participation agreement with the Agency as more fully described in Section C.3 below. Criteria for an Agency determination of property non-conformance with this Plan may include, without limitation, persistent vacancy or lack of use of the property for uses authorized under this Plan, uses on the property that are inconsistent with the goals and objectives of this Plan or with the permitted land uses under this Plan, or existence of improvements or conditions on the property that do not meet the general controls and limitations set forth in Part V of this Plan and/or the standards of any local, state or federal code or regulation (including, without limitation, the building code(s) of the City). Each property in the Merged Project Area shall be considered to conform to this Plan, until and unless the Agency has determined by resolution that such property does not conform to this Plan.

The Agency may determine, either on its own direction or pursuant to a request of a property owner, that certain real property within the Merged Project Area conforms or substantially conforms to the requirements of this Plan and that the owner of such property will,

thereafter, be permitted to remain a conforming owner without a participation agreement with the Agency, provided, such owner continues to operate and use the real property within the requirements of this Plan.

In the event a conforming owner desires to (a) construct any additional improvements or substantially alter or modify existing structures on any of the real property described above as conforming, or (b) acquire additional real property within the Merged Project Area, then the Agency may require such conforming owner to enter into a participation agreement with the Agency in the same manner as required for owners of non-conforming properties.

Any real property owned by a conforming owner outside of the designated conforming parcels and within the Merged Project Area shall be considered and treated in the same manner as real property owned by other owners, i.e., may be subject to a participation agreement with the Agency.

All of the provisions of this Section C.1 are subject to the provisions of Section C.2 below for the selection of a master developer or developers to develop parcels within the Merged Project Area.

2. Rules for Participation Opportunities, Priorities and Preferences; Selection of Master Developers

As more fully set forth in the Agency's adopted Owner Participation Rules (as such rules may be amended from time to time), in the event the Agency determines either on its own direction or pursuant to a request of a property owner that it is in the best interest of the Project that several parcels within the Merged Project Area be assembled and developed by a single property owner or other entity under a master developer plan, the Agency may select and designate a master developer for the parcels based on the proposed master developer's financial and technical ability to successfully undertake and complete the development program.

Any individual or other entity may apply to be selected as a master developer of two or more parcels in the Merged Project Area. Upon such application, the Agency shall determine whether it is desirable to designate a master developer for such parcels and whether the applicant or another individual or entity meets the qualification to serve as the master developer.

The rights of particular property owners and business tenants to participate in the redevelopment of their respective properties shall be subject to or limited by or eliminated by the inclusion of their property within a master development plan to be developed by another entity.

If the Agency determines that a particular parcel in the Merged Project Area shall not be included in a master development plan, then the owner of the parcel and business tenants may participate in the redevelopment of property in accordance with the Owner Participation Rules adopted by the Agency. In general, the Owner Participation Rules provide that existing owners and business tenants within the Merged Project Area be given non-financial preference, as more fully described in the Owner Participation Rules, for re-entry into business within the redeveloped Merged Project Area. Owners will be required to submit proof to the Agency of their technical qualifications and financial ability to carry out their agreement with the Agency.

3. Participation Agreements

In the event the property owner is otherwise eligible pursuant to Section C.2 above to participate in the redevelopment of the property, a property owner whose property is determined by the Agency to be a non-conforming property pursuant to Section C.1 above shall enter into a binding agreement with the Agency under which the property owner shall agree to rehabilitate, develop, or use the property in conformance with the Plan and to be subject to the provisions hereof. Such agreement shall be prepared by the Agency after consultation with the property owner. Agreements will contain a list of minimum improvements to be made for the specific property to which it applies. In such agreements, participating property owners who retain real property shall be required to join in the recordation of such documents as are necessary in the determination of the Agency to make the provisions of this Plan applicable to their properties.

If an owner who is required to enter into an owner participation agreement fails or refuses to enter into such agreement, or if such owner fails to perform any of the owner's obligations under an owner participation agreement, the Agency is authorized, subject to the limitations on the exercise of the power of eminent domain set forth in Section B.1 above, to acquire the real property or any interest therein which, if acquired, may be sold or leased for rehabilitation or development in accordance with this Plan.

D. COOPERATION WITH PUBLIC BODIES

Certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, or operation of this Project. The Agency shall seek the aid and cooperation of such public bodies and shall attempt to coordinate this Plan with the activities of such public bodies in order to accomplish the purposes of redevelopment and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by public bodies without the consent of such public bodies. The Agency, however, will seek the cooperation of all public bodies which own or intend to acquire property in the Merged Project Area. The Agency shall have the right to impose on all public bodies the planning and design controls contained in the Plan to ensure that present uses and any future development by public bodies conform to the requirements of this Plan.

E. PROPERTY MANAGEMENT

During such time as property in the Merged Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition.

The Agency shall comply with, and is authorized to exercise the rights and duties contained in, Health and Safety Code Section 33401, which states:

"The agency may, in any year during which it owns property in a redevelopment project that is tax exempt, pay directly to any city, county, city and county,

district, including, but not limited to, a school district, or other public corporation for whose benefit a tax would have been levied upon the property had it not been exempt, an amount of money in lieu of taxes that may not exceed the amount of money the public entity would have received if the property had not been tax exempt."

F. RELOCATION OF DISPLACED PERSONS AND BUSINESSES

As required by the California Relocation Assistance Act (Government Code Section 7260 et seq.), any relocation of persons and businesses as part of the Project will be subject to the following standards:

1. Assistance in Finding Other Locations

Currently, the Agency does not expect to displace any residents in the Merged Project Area. However, to the extent the Agency does displace any residents, businesses or others, the Agency shall assist persons (households, business entities and others) in finding other locations and facilities. There are areas of the City, other than the Merged Project Area, not generally less desirable in regard to public utilities and public and commercial facilities, and at rents or prices within the financial means of the families and persons displaced from the Merged Project Area, decent, safe and sanitary dwellings equal in number to the number of families and persons that may potentially be displaced and available to such displaced families and persons and reasonably accessible to their places of employment.

In order to carry out the Project with a minimum of hardship on any persons displaced from their homes by Agency actions pursuant to this Plan, the Agency shall assist such individuals and families in finding housing that is decent, safe, sanitary, within their financial means, in reasonable and convenient locations, and otherwise suitable to their needs. The Agency is also authorized to provide housing outside the Merged Project Area for displaced persons.

2. Relocation Payments

The Agency may pay reasonable moving expenses to persons (including families, businesses and others) displaced by Agency actions pursuant to this Plan. This provision is not intended to provide incentives for commercial and industrial businesses to move out of the Merged Project Area. The Agency may make such relocation payments for moving expenses where the Agency determines it is in the best interest of the Project and not to do so would create a hardship on the persons involved. The Agency may make such other payments as may be in the best interest of the Project and for which funds are available. The Agency shall make all relocation payments required by applicable law.

G. DEMOLITION, CLEARANCE, AND SITE PREPARATION

1. Demolition and Clearance

The Agency is authorized to demolish, clear, or move buildings, structures, and other improvements as necessary to carry out the purposes of this Plan.

2. Preparation of Building and Development Sites

The Agency is authorized to prepare or cause to be prepared as development sites any real property in the Merged Project Area owned or acquired by the Agency.

3. Hazardous Waste Remediation and Removal

The Agency may take any actions which it determines are necessary and which are consistent with other state and federal laws to remedy or remove hazardous waste on, under or from property in the Merged Project Area in accordance with the requirements of Health and Safety Code Section 33459 - 33459.8, or any successor legislation.

H. REHABILITATION AND MOVING OF STRUCTURES; ASSISTANCE FOR CERTAIN PRIVATE IMPROVEMENTS

1. To the extent appropriate in carrying out the Plan, the Agency is authorized to: (a) rehabilitate or cause to be rehabilitated any building or structure in the Merged Project Area acquired by the Agency; and (b) move or cause to be moved any building or other structure to a location within or outside the Merged Project Area.

2. For any rehabilitation project, the Agency may take any action it determines necessary and consistent with local, state and federal law to provide for seismic retrofits as provided in Health and Safety Code Section 33420.1 and any successor statute.

3. The Agency may take such actions as it determines are necessary to remove graffiti from public and private property in the Merged Project Area pursuant to Health and Safety Code Section 33420.2 and any successor statute.

4. The Agency may establish a program under which it lends funds to owners or tenants for the purpose of rehabilitating commercial buildings or structures within the Merged Project Area pursuant to Health and Safety Code Section 33444.5 and any successor statute.

5. The Agency may assist in financing of facilities or capital equipment, including, but not necessarily limited to pollution control devices, for properties being developed or rehabilitated for industrial or manufacturing uses within the Merged Project Area pursuant to Health and Safety Code Section 33444.6 and any successor statute.

I. REPLACEMENT DWELLING UNITS

If any dwelling units housing persons and families of low or moderate income are destroyed or removed from the housing market as part of the Project, the Agency shall, within four (4) years of such destruction or removal, rehabilitate, develop, or construct, or cause to be rehabilitated, developed, or constructed, for rental or sale to persons and families of low or moderate income an equal number of replacement dwelling units at affordable housing costs as defined by Health & Safety Code Section 50052.5, within the territorial jurisdiction of the Agency, in accordance with all the provisions of the Redevelopment Law (Health & Safety Code Sections 33413 and 33413.5).

J. PROPERTY DISPOSITION AND DEVELOPMENT

1. General

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property.

To the extent permitted by law and upon compliance with the notice and hearing requirements of the Redevelopment Law, the Agency is authorized to dispose of real property by negotiated leases or sales without public bidding.

All real property acquired by the Agency in the Merged Project Area shall be sold or leased for development for the uses permitted in the Plan or shall be conveyed to a public entity, including, without limitation, the City, for uses permitted in the Plan. Real property may be conveyed by the Agency to the City or any other public body without charge. Property containing buildings or structures rehabilitated by the Agency shall be offered for resale within one (1) year after completion of rehabilitation or an annual report concerning such property shall be published by the Agency as required by law.

The Agency shall reserve such powers and controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to insure that development is carried out pursuant to this Plan.

2. Purchase and Development by Participants

Pursuant to the provisions of this Plan and the Owner Participation Rules adopted by the Agency, the Agency may offer real property in the Merged Project Area for purchase and development by owner and business-tenant participants prior to or at the same time that real property is made available for purchase and development by persons who are not owners or business tenants in the Merged Project Area.

3. Purchase and Development Documents

To provide adequate safeguards, to insure that the provisions of this Plan will be carried out, and to prevent the recurrence of blight, all real property sold, leased, or conveyed by the

Agency, as well as all property subject to participation agreements, shall be made subject to the provisions of this Plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the Development Code, as it now exists or hereafter be amended, conditional use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the office of the Recorder of the County.

The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitude, or any other provisions necessary to carry out this Plan.

During the period of redevelopment in the Merged Project Area, the Agency shall ensure that the provisions of this Plan and of other documents formulated pursuant to this Plan are being observed, and that development in the Merged Project Area proceeds in accordance with development documents.

The Agency may require that development plans be submitted to it for review and approval. All development must conform to this Plan and all applicable Federal, State and local laws.

4. Obligations to be Imposed on Redevelopers

Purchasers of property from the Agency shall be required to develop such property in accordance with the provisions of this Plan. The Agency shall have the right to withhold transfer of title to the acquirer, user or developer of property in order to ensure fulfillment of this requirement. No building, sign or structure shall be constructed upon any part of such property unless architectural plans and specifications showing, among other things, the nature of such construction, parking, loading, surface treatment and landscaping, the location and orientation of the structure(s) on the building site and the grading plans for the building site to be built upon, shall be submitted to, reviewed, and approved in writing by the Agency, or unless the Agency has waived the requirements of this sentence. The Agency shall have the right to refuse to approve any such plans or specifications when in the opinion of the Agency such plans or specifications do not conform with the conditions and objectives of the Plan, or to the design standards established by the Agency.

Acquirers, users or developers of property within the Merged Project Area must commence the erection of any building, prosecute diligently the work thereon and complete it within such reasonable period of time as agreed upon with the Agency.

No acquirer, user, owner participant or developer shall resell, lease, sublease or otherwise dispose of property in the Merged Project Area until the construction approved by the Agency has been completed, except with the prior written consent of the Agency.

Persons who are engaged in business in the Merged Project Area shall be granted non-financial preference by the Agency to re-enter in business within the Merged Project Area after redevelopment if they otherwise meet the requirements prescribed by the Plan and the Agency's adopted Owner Participation Rules.

The acquirer, user, or owner shall be responsible for complying with all applicable State and local laws, ordinances and codes, in effect from time to time.

5. Personal Property Disposition

For the purpose of this Plan the Agency is authorized to sell, lease, exchange, transfer, assign, pledge, encumber, or otherwise dispose of personal property.

K. PREVENTION OF DISCRIMINATION

1. General

Property owners and developers shall comply with all Federal, State and local laws, in effect from time to time prohibiting discrimination or segregation by reason of race, color, religion, creed, marital status, sex, sexual orientation, national origin or ancestry, in the sale, lease or occupancy of the property.

2. Conveyances by the Agency

Pursuant to the Redevelopment Law (Health & Safety Code Sections 33337 and 33435-33436), contracts entered into by the Agency relating to the sale, transfer or leasing of land, or any interest herein acquired by the Agency within the Merged Project Area shall contain the provisions of those Redevelopment Law sections in substantially the form set forth therein. Such contracts shall further provide that the provisions of the applicable Redevelopment Law sections shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties and all other transferees under the instrument.

3. Other Contracts, Deeds and Leases for Conveyance of Merged Project Area Property

All deeds, leases or contracts for the sale, lease, sublease or other transfer of any land in the Merged Project Area shall contain the following nondiscrimination clauses as prescribed by the Redevelopment Law (Health & Safety Code Section 33435 and 33436):

In deeds, the following language shall appear:

"The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any persons or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

In leases, the following language shall appear:

"The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased, nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or number, use, or occupancy of tenants, sublessees, subtenants, or vendees in the premises herein leased."

In contracts, the following language shall appear:

"There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land."

"Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

4. Duration

The covenants in deeds, leases, and contracts from or with the Agency, with respect to prevention of discrimination, shall remain in effect in perpetuity.

L. IMPLEMENTATION PLAN

As part of the Agency's five (5)-year implementation plan required pursuant to Health and Safety Code Section 33490, the Agency shall establish objectives to be achieved within a

specified time frame and performance measures for the elimination of blighting conditions, which objectives and performance measures may be qualitative and/or quantitative in nature as deemed appropriate by the Agency under the circumstances.

PART VII. METHODS FOR FINANCING THE PROJECT

A. GENERAL PROVISIONS

The Agency is authorized to finance the Project with financial assistance from the City, the State of California, the Federal Government, property tax increment, interest income, Agency notes and bonds, assessment district or special tax district revenues, or any other available source. Advances for survey and planning and operating capital for administration of the Project may come through loans from the City or other entities. The City may also supply additional assistance through City loans and grants for various public facilities and other redevelopment activities. As available, gas tax funds from the State of California and the City may be used toward the cost of the street system and related improvements. It is anticipated that there may also be some revenue accruing to the Project from interest earned on investments of Agency funds.

The Agency is hereby authorized to borrow funds, obtain advances, and create contractual indebtedness and other obligations in carrying out this Plan, pursuant to applicable law. The principal and interest on such borrowed funds, advances and other obligations may be paid from tax increments or any other funds available to the Agency.

B. AFFORDABLE HOUSING FINANCING

Pursuant to the Redevelopment Law (Health and Safety Code Section 33334.2) and except as otherwise provided in this Part VII, Section B, a minimum of twenty percent (20%) of all tax increments allocated to the Agency shall be used for the purposes of improving and increasing the community's supply of quality affordable housing unless the Agency makes one or more of the findings specified in Health and Safety Code Section 33334.2(a) (the "Housing Fund Requirement").

Notwithstanding the provisions of Section 33334.2 or any other provision of law, pursuant to Health and Safety Code Section 33492.16, for the Rough and Ready Project Area, the Agency may annually defer the Housing Fund Requirement for a period of up to five (5) years after the date of adoption of the original Rough and Ready Redevelopment Plan, based upon an annual finding that the funds are necessary for effective redevelopment of base property and long-term tax generation, and that the vacancy rate for housing affordable to lower income households within the jurisdiction of the Agency is greater than four percent (4%).

Additionally, for West End 1 only, commencing with the first fiscal year that commences after the date of adoption of this Plan, a minimum of thirty percent (30%) of all tax increment allocated to the Agency from West End 1 shall be used for the purposes of improving and increasing the community's supply of quality affordable housing, pursuant to Health and Safety Code Section 33333.10(g)(1). The Agency may deposit less than the amount specified in Health

and Safety Code Section 33333.10(g)(1)) but not less than the amounts required by Health and Safety Code Section 33334.2 or 33334.6 if the Agency makes the findings specified in Health and Safety Code Section 33333.10(g)(2).

Tax increment revenues allocated to the Agency and earmarked for housing purposes will be used to fund existing and new programs for housing development and rehabilitation in a manner consistent with the Housing Element of the City's General Plan, and/or other applicable City housing policies, as they now exist or may hereafter be amended. The General Plan permits extremely limited residential uses within the Port Industrial and Rough and Ready Island portions of the Merged Project Area, which are intended primarily as industrial areas. Therefore, provision of the low-and moderate-income housing outside the Merged Project Area will be of benefit to the Merged Project Area.

C. TAX INCREMENT

All taxes levied upon taxable property within the Merged Project Area each year by or for the benefit of the State of California, the County, the City, any district, or other public corporation (hereinafter sometimes called "taxing agencies") after the effective date of the respective original adopting ordinances for each of the Constituent Project Areas (or subsequently added portions thereof, as applicable) comprising the Merged Project Area, shall be divided as follows:

1. That portion of the taxes which would be provided by the rate upon which the tax is levied each year by, or for, each of the taxing agencies upon the total sum of the assessed value of the taxable property in each of the Constituent Project Areas (or subsequently added portion thereof, as applicable) comprising the Merged Project Area, as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency, last equalized prior to the effective date of the respective original adopting ordinances for each of the Constituent Project Areas (or subsequently added portion thereof, as applicable) comprising the Merged Project Area, shall be allocated to and when collected shall be paid to the respective taxing agencies as taxes by, or for, said taxing agencies on all other property are paid. For the purpose of allocating taxes levied by, or for, any taxing agency or agencies which did not include the territory of the Project on the effective date of such ordinance(s) but to which such territory has been annexed or otherwise included after such effective date, the assessment roll of the County last equalized on the effective date of said ordinance(s) shall be used in determining the assessed valuation of the taxable property in the Project on the effective date; and

2. Except as provided in Health and Safety Code Section 33670(e), that portion of the levied taxes each year in excess of such amount shall be allocated to and when collected shall be paid into a special fund of the Agency to pay the principal of and interest on loans, monies advanced to, or indebtedness (whether funded, refunded, assumed, or otherwise) incurred by the Agency to finance or refinance, in whole or in part, the Project. Unless and until the total assessed valuation of the taxable property in each Constituent Project Area (or subsequently added portion thereof, as applicable), or the Added Area, respectively, exceeds the total assessed value of the taxable properties in the constituent Project Area (or subsequently added portion thereof, as applicable), or the Added Area, respectively, as shown by the last equalized assessment roll referred to in subdivision 1 above, all of the taxes levied and collected upon the

taxable property in the constituent Project Area (or subsequently added portion thereof, as applicable), or the Added Area, respectively, shall be paid into the funds of the respective taxing agencies. When said loans, advances, and indebtedness, if any, and interest thereon, have been paid, all moneys thereafter received from taxes upon the taxable property in the Merged Project Area shall be paid into the funds of the respective taxing agencies as taxes on all other property are paid.

The portion of taxes described in subdivision 2 above may be irrevocably pledged by the Agency for the payment of the principal and the interest on money loaned, advanced, or any indebtedness (whether funded, refunded, assumed or otherwise) by the Agency to finance or refinance in whole or in part, the Project.

The Agency is authorized to make such pledges as to specific advances, indebtedness, and other obligations, as appropriate, in carrying out the Project.

The portion of taxes divided and allocated to the Agency pursuant to subdivision 2 above shall not exceed the following maximum amounts for each of the respective Constituent Project Areas comprising the Merged Project Area:

a. With respect to the West End Project Area, the maximum amount of Two Billion Eight Hundred Million Dollars (\$2,800,000,000);

b. With respect to the Port Industrial Project Area and the Added Area, no maximum amount is required by the Redevelopment Law and no maximum amount is stated in this Plan; and

c. With respect to the Rough and Ready Project Area, the maximum amount of Thirteen Billion Five Hundred Million Dollars (\$13,500,000,000).

D. BONDS

The Agency may issue its bonds for any corporate purpose or for the purpose of refunding bonds it has previously issued. The principal and interest payable on such bonds may be paid from:

1. the income and revenues of the Project;
2. the tax increment funds allocated to the Agency;
3. the Agency's revenues generally;
4. any contributions or other financial assistance from the state or local government;
5. repayment of loans or other form of indebtedness to the Agency;
6. private parties;

7. any other source permitted by law; or
8. any combination of the above sources.

The amount of bonded indebtedness to be repaid in whole or part from the allocation of taxes described in subdivision 2 of Section C above which can be outstanding at any one time shall not exceed, except by amendment of this Plan, the following maximum amounts for each of the respective Constituent Project Areas comprising the Merged Project Area:

- a. With respect to the West End Project Area, no more than Nine Hundred Million (\$900,000,000) in bonded indebtedness to be paid in whole or in part from tax increment may be outstanding at any one time.
- b. With respect to the Port Industrial Project Area together with the Added Area, no more than Nine Hundred Million (\$900,000,000) in bonded indebtedness to be paid in whole or in part from tax increment may be outstanding at any one time; and
- c. With respect to the Rough and Ready Project Area, no maximum amount is required by the Redevelopment Law and no maximum amount is stated in this Plan.

E. OTHER LOANS, GRANTS AND ADVANCES

Any other available loans, grants, or financial assistance from any other public or private source may be utilized by the Agency for purposes of the Project.

Among other financing techniques that may be employed to encourage private sector financial support for Merged Project Area redevelopment, the Agency may, consistent with the Redevelopment Law, facilitate the formation and financing of, and may cooperate with, community development financing institutions and land trusts involved in Merged Project Area redevelopment activities.

PART VIII. ACTIONS BY THE CITY

The City shall aid and cooperate with the Agency in carrying out this Plan and shall take all actions necessary to ensure the continued fulfillment of the purposes of the Plan to prevent the recurrence or spread in the area of conditions causing blight. Action by the City may include, but shall not be limited to, the following:

- A. Acquisition of any real and personal property inside or outside the Merged Project Area required for public use; demolition and removal of structures on such acquired property; and preparation of such property for construction. The costs to the City of such acquisition, demolition and site preparation may be reimbursed by the Agency from Project revenues.
- B. Construction of any public improvements serving the purposes of this Plan. The costs to the City of such construction may be reimbursed by the Agency from Project revenues.

C. Establishment of an assessment district mechanism, to the extent permitted by applicable law including receipt of any required voter or property owner approval, to collect assessments, fees or other charges from property owners and developers within the Merged Project Area for purposes of Project financing.

D. Initiation and completion of proceedings for opening, closing, vacating, widening, or changing the grades of streets, alleys, and other public right-of-ways, as appropriate to carry out this Plan.

E. Initiation and completion of proceedings necessary for changes and improvements in publicly-owned public utilities within or affecting the Merged Project Area.

F. Imposition wherever necessary (by subdivision approval, conditional use permits or other means) of appropriate controls, within the limits of this Plan, upon parcels in the Merged Project Area to ensure their proper development and use.

G. Provision for administrative enforcement of this Plan.

H. Imposition of conditions or other requirements upon parcels in the Merged Project Area to implement the regulations or policy guidelines adopted by the Agency pursuant to Part V.F of this Plan in satisfaction of the requirements of Health and Safety Code Section 33413(b).

I. Performance of the above, and of all other functions and services relating to public health, safety, and physical development normally rendered by the City, in accordance with a schedule that will permit the development of the Merged Project Area to be commenced and carried to completion without unnecessary delay.

PART IX. ENFORCEMENT

The administrative enforcement of this Plan or other documents implementing this Plan shall be performed by the City or the Agency.

The provisions of this Plan or other documents entered into pursuant to this Plan may also be enforced by court litigation instituted by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, reentry, injunctions, or any other remedies appropriate to the purposes of this Plan. In addition, any recorded provisions which are expressly for the benefit of owners of property in the Merged Project Area may be enforced by such owners.

The provisions of the Plan do not in any way limit or restrict the City's authority or power to enforce any local land use regulations or any provisions of the municipal code.

PART X. DURATION OF THIS PLAN AND RELATED TIME LIMITS

Except for any other authority in excess of the following limits that may from time to time be granted by the Redevelopment Law (which authority shall be deemed to be incorporated into the provisions of the Plan by this reference and shall supersede the following limits), the following limits shall apply with respect to the Constituent Project Areas comprising the Merged Project Area:

A. DEBT INCURRENCE TIME LIMITS

The Agency shall not establish or incur loans, advances, or indebtedness to finance in whole or in part the Project for activities related to the various portions of the Merged Project Area beyond the following time limits:

1. With respect to the West End Project Area, no such time limit is contained in this Plan;
2. With respect to the Port Industrial Project Area, July 10, 2021;
3. With respect to the Rough and Ready Project Area, twenty (20) years after the Auditor Certification Date; and
4. With respect to the Added Area, the Agency shall not establish or incur loans, advances, or indebtedness to finance in whole or in part the Project beyond twenty (20) years after the date of adoption of the ordinance adopting this Plan.

Loans, advances, or indebtedness may be repaid over a period of time beyond the time limits set forth in this Part X.A, subject to the further provisions of Part X.C below. The time limits set forth in this Part X.A may be extended only by amendment of this Plan. The time limits set forth in this Part X.A shall not prevent the Agency from incurring debt to be paid from the Low and Moderate Income Housing Fund established pursuant to Health and Safety Code Section 33334.2 and 33334.3 or from establishing more debt in order to fulfill the Agency's housing obligations under Health and Safety Code Section 33413. The time limits set forth in this Part X.A shall not prevent the Agency from refinancing, refunding, or restructuring indebtedness after the applicable time limit if the indebtedness is not increased and the time during which indebtedness is to be repaid is not extended beyond the time limit set forth in Part X.C below.

B. PLAN EFFECTIVENESS TIME LIMITS

The effectiveness of this Plan (including, without limitation, the effectiveness of the Agency's land use controls for the applicable portions of the Merged Project Area under this Plan) shall continue until, and shall expire upon, the following dates:

1. With respect to the West End 1, January 1, 2022;
2. With respect to West End 2, September 3, 2017;

3. With respect to West End 3, March 31, 2023;
4. With respect to West End 4, July 15, 2032;
5. With respect to the Port Industrial Project Area, July 10, 2032;
6. With respect to the Rough and Ready Project Area, thirty (30) years after the Auditor Certification Date; and
7. With respect to the Added Area, thirty (30) years after the date of the adoption of the Ordinance adopting this Plan.

After expiration of this Plan with respect to each applicable portion of the Merged Project Area, the Agency shall have no authority to act pursuant to the Plan with respect to the portion of the Merged Project Area affected by such expiration, except to pay previously incurred indebtedness, to enforce existing covenants, contracts and other obligations, and to complete any unfulfilled obligations under Health and Safety Code Section 33413.

C. TAX INCREMENT RECEIPT AND DEBT REPAYMENT TIME LIMITS

The Agency shall not pay indebtedness or receive property taxes pursuant to Health and Safety Code Section 33670 with respect to the various portions of the Merged Project Area beyond the following time limits:

1. With respect to the West End 1, January 1, 2032;
2. With respect to West End 2, September 3, 2027;
3. With respect to West End 3, March 31, 2033;
4. With respect to West End 4, July 15, 2042;
5. With respect to the Port Industrial Project Area, July 10, 2047;
6. With respect to the Rough and Ready Project Area, forty-five (45) years after the Auditor Certification Date; and
7. With respect to the Added Area, forty-five (45) years after the date of adoption of the ordinance adopting this Plan.

D. NON-DISCRIMINATION PROVISIONS

Notwithstanding any other time limitations set forth in this Part X, the nondiscrimination and nonsegregation provisions of this Plan shall run in perpetuity, and the affordable housing covenants imposed by the Agency with respect to development, rehabilitation, and/or

preservation of Project-related affordable housing (whether inside or outside the Merged Project Area) shall continue in effect for such period as may be determined and specified by the Agency.

PART XI. SEVERABILITY

If any provision, section, subsection, subdivision, sentence, clause or phrase of the Plan is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portion or portions of the Plan. In the event that any portion of the Merged Project Area shall be determined to have been invalidly or incorrectly included in the Merged Project Area that is the subject of this Plan, such portion of the Merged Project Area shall be deemed severable from the remainder of the Merged Project Area and the remainder of the Merged Project Area shall remain fully subject to the provisions of this Plan.

PART XII. PROCEDURE FOR AMENDMENT

This Plan may be amended by means of the procedure established in the Redevelopment Law or by any other procedure hereafter established by law.

PART XIII. AUTHORITY OF THE AGENCY

To the extent legally permissible, the Agency is hereby authorized to undertake any redevelopment activity or exercise any power not already included herein, provided such action is not inconsistent with this Plan.

PART XIV. MERGER OF PROJECT AREAS

Pursuant to, and for the purpose of pooling of tax increment revenue among the merged areas as described in Health and Safety Code Section 33485 *et seq.*, the West End Project Area, the Port Industrial Project Area, the Rough and Ready Project Area and the Added Area are hereby by merged together. This Part XIV authorizes the taxes attributable to each Constituent Project Area which are allocated to the Agency pursuant to Health and Safety Code 33670(b) to be allocated for redevelopment in any of the Constituent Project Areas for the purpose of paying the principal of, and interest on, indebtedness incurred by the Agency to finance or refinance, in whole or in part, the redevelopment project in any of the Constituent Project Areas; except that any such taxes attributable to a particular Constituent Project Area shall first be used to pay indebtedness in compliance with the terms of any bond resolution or other agreement adopted or approved by the Agency prior to the merging of the Constituent Project Areas which pledges such taxes from that particular Constituent Project Area. Except as otherwise noted in this Part XIV tax increment revenue attributable to each Constituent Merged Project Area may be used for any lawful purpose in any of the Constituent Project Areas.

EXHIBIT A

BOUNDARY MAP OF MERGED PROJECT AREA

PROPOSED WATERFRONT MERGER REDEVELOPMENT PROJECT AREA

EXHIBIT 1

(ROUGH & READY ISLAND, PORT INDUSTRIAL, WEST END, AND PROPOSED ADDED AREA)

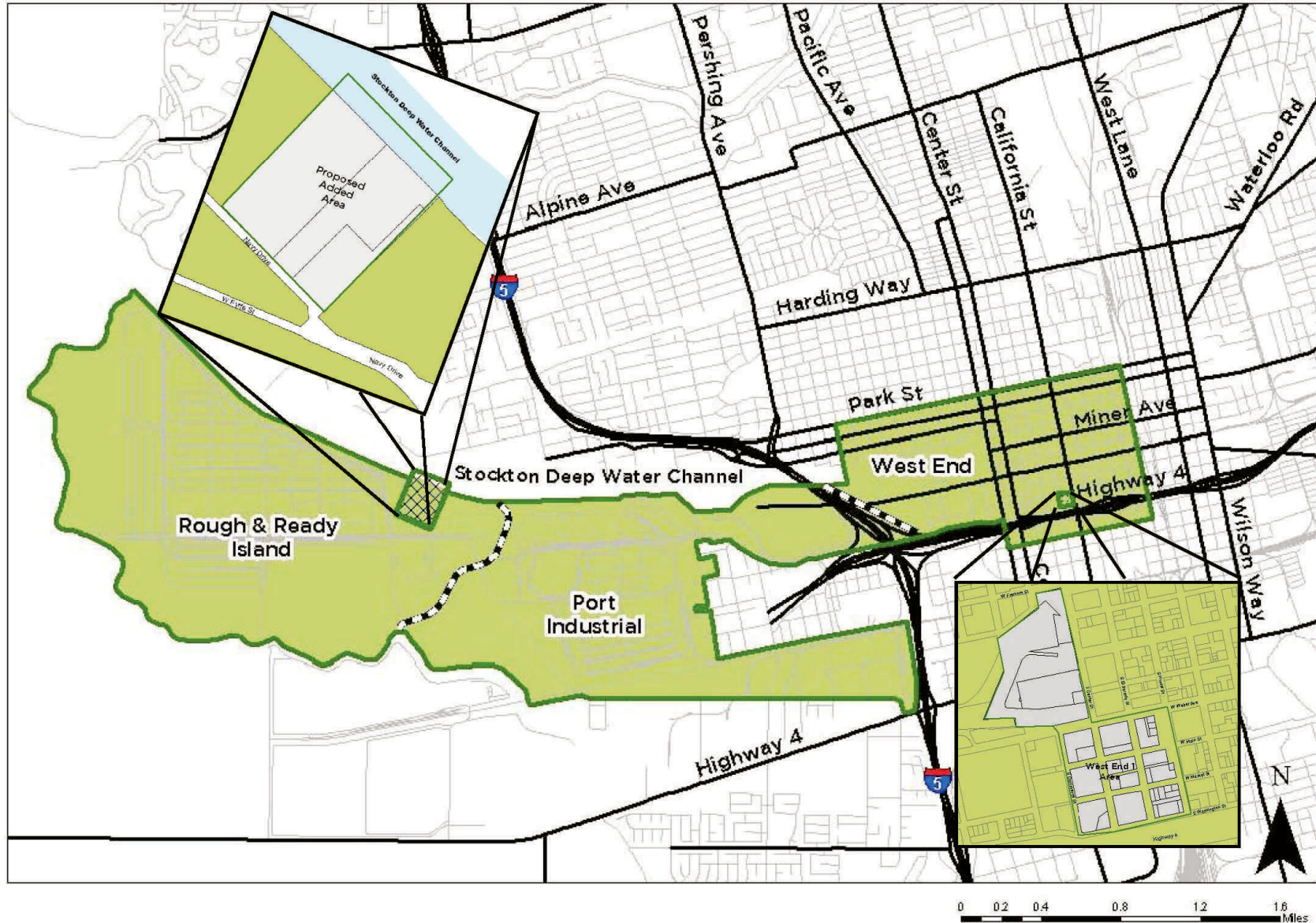


EXHIBIT B

LEGAL DESCRIPTIONS OF MERGED PROJECT AREA

- B-1 West End Project Areas; Port Industrial Project Area; and Rough and Ready Project Area
- B-2 Added Area

EXHIBIT B-1

LEGAL DESCRIPTIONS OF WEST END PROEJCT AREA

WEST END 1

Legal Description of Project Area Boundaries

City of Stockton, County of San Joaquin, State of California, and described as follows:

PARCEL A:

Beginning at the intersection of the east line of Commerce Street and the south line of Fremont Street and proceeding easterly along said south line of Fremont Street to its intersection with the northerly extension of the east line of Center Street; thence southerly along said east line of Center Street to its intersection with the north line of Weber Avenue; thence easterly along said north line of Weber Avenue to its intersection with the east line of Hunter Street; thence southerly along said east line of Hunter Street to its intersection with the south line of Washington Street; thence westerly along said south line of Washington Street to its intersection with the west line of Commerce Street; thence northerly along said west line of Commerce Street to the south line of Weber Avenue; thence westerly along said south line of Weber Avenue to its intersection with the west line of Madison Street; thence northerly along the northerly extension of said west line of Madison Street to a point in Stockton Channel, said point being 100 feet measured at right angles from the south shore line of Stockton Channel; thence westerly along a line parallel with the said south shore line of Stockton Channel, said line being 100 feet measured at right angles from the said south shore line of Stockton Channel to its intersection with a line, said line being 100 feet parallel with and measured westerly at right angles, from the west shore line of Commodore's Levee; thence northerly along said line parallel with Commodore's Levee to its intersection with the southerly extension of the west line of Madison Street; thence northerly along said southerly extension of the west line of Madison Street and the west line of Madison Street to its intersection with the southwesterly extension of the northerly line of Steamboat Levee; thence northeasterly along the said northerly line of Steamboat Levee to its intersection with the east line of Commerce Street; thence northerly along said east line of Commerce Street to the point of beginning, containing 59.9 acres, more or less.

WEST END 2

PARCEL B:

Commencing at the intersection of the south line of Washington Street and the west line of Commerce Street as shown on the map of the City of Stockton, recorded in Book of Maps and Plats, Volume 3, Page 59, San Joaquin County Records; thence, North $11^{\circ} 57' 15''$ West 22.25 feet along the northerly extension of the west line of Commerce Street to a point on the south line of Washington Street as shown on the maps of the "Proposed Relinquishment to the City of Stockton," filed on November 9, 1972 in State Highway Map Book No. 15, Page 50, in the office of the Recorder of San Joaquin County, said last mentioned point being the TRUE POINT OF BEGINNING of the herein described parcel of land; thence continuing northerly along the west line of said Commerce Street to the south line of Weber Avenue; thence westerly along said south line of Weber Avenue to its intersection with the west line of Madison Street; thence southerly along said west line of Madison Street to its intersection with the south line of Washington Street as shown on said maps of the "Proposed Relinquishment to the City of Stockton"; thence along said last mentioned south line of Washington Street, the following three (3) courses; (1) North $81^{\circ} 20' 42''$ East 195.41 feet, (2) along a curve to the right having a radius of 292 feet, a central angle of $19^{\circ} 38' 22''$, an arc length of 100.10 feet, and (3) South $79^{\circ} 00' 46''$ East 100.00 feet to the point of beginning, containing 8.94 acres more or less.

PARCEL C:

Beginning at the intersection of the south line of Weber Avenue and the west line of Madison Street; thence North $11^{\circ} 57' 15''$ West 280.34 feet along the northerly extension of said west line of Madison Street to a point in Stockton Channel, said point being 100 feet measured at right angles from the south shore line of Stockton Channel; thence South $85^{\circ} 22' 20''$ West 320.42 feet along a line parallel with the said south shore line of Stockton Channel, said line being 100 feet measured at right angles from the said south shore line of Stockton Channel to its intersection with a line, said last mentioned line being 100 feet parallel with and measured westerly at right angles from the west shore line of Commodores Levee; thence North $22^{\circ} 06' 48''$ East 172.87 feet along said line parallel with Commodores Levee to its intersection with the centerline of Stockton Channel; thence along the centerline of Stockton Channel the following two (2) courses; (1) South $82^{\circ} 25'$ West 1196.51 feet and (2) South $78^{\circ} 05' 33''$ West 505.00 feet to a point on the northerly extension of the west line of Edison Street; thence South $11^{\circ} 57' 15''$ East 556.00 feet along said west line of Edison Street to its intersection with the south line of Weber Avenue; thence North $78^{\circ} 02' 45''$ East 1919.00 feet along said south line of Weber Avenue to the point of beginning, containing 21.73 acres, more or less.

WEST END 3

PARCEL D:

Beginning at the intersection of the south line of Weber Avenue with the west line of Edison Street as shown on that certain Map of Survey, filed for record December 11, 1979 in Book of Surveys, Volume 27, Page 186, San Joaquin County Records, the bearings and distances in this description are based on said map; thence (1) North $78^{\circ} 22' 11''$ East 1919.49 feet along said south line of Weber Avenue to the west line of Madison Street, (2) South $11^{\circ} 39' 58''$ East 996.59 feet along said west line to a point on the south line of Washington Street, (3) South $81^{\circ} 37'$ West 690.43 feet along said south line, (4) along said south line on the arc of a curve to the left having a radius of 392 feet, a central angle of $28^{\circ} 26' 13''$, an arc length of 194.56 feet, and a chord bearing South $67^{\circ} 23' 54''$ West 192.57 feet, (5) leaving said south line South $79^{\circ} 59' 19''$ West 253.58 feet, (6) South $85^{\circ} 11' 15''$ West 311.80 feet to a point on the southwest line of Mormon Channel, (7) along said southwest line from a tangent bearing North $35^{\circ} 59' 08''$ West along the arc of a curve to the left having a radius of 140 feet, a central angle of $49^{\circ} 23' 52''$, an arc length of 120.70 feet, and a chord bearing North $60^{\circ} 41' 04''$ West 117.00 feet, (8) North $85^{\circ} 23'$ West 286.00 feet along said southwest line, (9) along said southwest line on the arc of a curve to the right having a radius of 580 feet, a central angle of $25^{\circ} 00'$, an arc length of 253.07 feet, and a chord bearing North $72^{\circ} 53'$ West 251.07 feet, (10) North $60^{\circ} 23'$ West 2309.87 feet along said southwest line and the northwest projection thereof to a point in the Stockton Channel on the southerly projection of the east line of Argonaut Street, (11) North $11^{\circ} 39' 07''$ West 274.56 feet along said east line projected southerly to Harbor Line Point No. 64, as said Harbor Line Point is shown upon Harbor Line Map entitled "Harbor Lines, Stockton and Fremont Channel and McLeod Lake, Stockton, California," U. S. Engineers Office, Sacramento, California, and dated April 1952, (12) South $88^{\circ} 47' 42''$ East 705.59 feet along the north Harbor Line to Harbor Line Point No. 62, (13) North $75^{\circ} 39' 52''$ East 131.08 feet along said north Harbor Line to the intersection of the south line of Block 17-1/2 West Stockton, (14) North $82^{\circ} 54' 49''$ East 50.91 feet along said south line, (15) North $78^{\circ} 21' 06''$ East 249.80 feet along said south line to a point on said north Harbor Line, said point bearing North $83^{\circ} 19' 32''$ West 758.92 feet from Harbor Line Point No. 58, (16) South $83^{\circ} 19' 32''$ East 75.70 feet along said Harbor Line to a point on the southerly boundary of Wood Island, (17) South $69^{\circ} 22' 42''$ East 204.85 feet along said southerly boundary, (18) South $55^{\circ} 22' 24''$ East 150.00 feet along said southerly boundary, (19) South $86^{\circ} 12' 54''$ East 334.00 feet along said southerly boundary, (20) North $78^{\circ} 17' 06''$ East 50.00 feet along said southerly boundary to a point bearing South $11^{\circ} 49' 34''$ East from said Harbor Line Point No. 58, (21) North $11^{\circ} 49' 34''$ West 19.74 feet, (22) North $78^{\circ} 10' 59''$ East 92.03 feet, (23) North $11^{\circ} 49' 34''$ West 20.22 feet, (24) North $62^{\circ} 10' 59''$ East 25.99

feet, (25) North 01° 35' 01" West 44.88 feet to a point on said North Harbor Line, (26) North 78° 24' 59" East 1255.69 feet along said north line to Harbor Line Point No. 56, (27) North 78° 24' 59" East 305.00 feet along said north line to Harbor Line Point No. 54, (28) North 23° 19' 53" East 408.52 feet along said north line to Harbor Line Point No. 52 a point on the westerly boundary of Urban Renewal Area Parcel "A," (29) South 11° 39' 58" East 276.14 feet along said westerly boundary, (30) South 22° 26' 14" West 392.35 feet along said westerly boundary to a point on the boundary of Urban Renewal Area Parcel "C," (31) South 82° 44' 18" West 1197.74 feet along said boundary, (32) South 78° 24' 59" West 505.00 feet along said boundary to a point on the northerly projection of the said west line of Edison Street, and (33) South 11° 40' East 556.00 feet along said line produced northerly to the point of beginning, containing 87.884 acres, more or less.

WEST END 4

Description

AMENDED WEST END URBAN RENEWAL PROJECT NO. 1 EXPANSION AREA

Commencing at the intersection of the south line of Weber Avenue with the west line of Edison Street as shown on that certain Map of Survey filed for record December 11, 1979 in Book of Surveys, Volume 27, Page 186, San Joaquin County Records, the bearings and distances in this description are based on said map; thence South $11^{\circ} 40' 00''$ East 551.56 feet along the westerly line of said Edison Street to a point in the southwesterly boundary line of the lands shown on said Record of Survey; thence along said southwesterly boundary line South $60^{\circ} 23' 00''$ East 0.99 feet; thence leaving said southwesterly boundary line crossing Mormon Channel as shown on said survey South $29^{\circ} 37' 00''$ West 160 feet to a point in the northwesterly line of the right of way of Interstate Highway Route No. 5 as shown on said Survey; thence along said right of way line and its northwesterly projection North $60^{\circ} 23' 00''$ West 2,309.87 feet to a point in the Stockton Channel on the southerly projection of the east line of Argonaut Street; thence along the easterly line of said Argonaut Street projected southerly North $11^{\circ} 39' 07''$ West 274.56 feet to Harbor Line Point No. 64 as said Harbor Line Point is shown upon the Map entitled "Harbor Lines Stockton and Fremont Channel and McLeod Lake, Stockton, California," U. S. Engineer's Office, Sacramento, California and dated April 1952; thence South $88^{\circ} 47' 42''$ East 705.59 feet along the north Harbor Line to Harbor Line Point No. 62 and the TRUE POINT OF BEGINNING of the herein described Project Area, said Point of Beginning also being a point on the southerly projection of the westerly line of Yosemite Street; thence North $75^{\circ} 39' 52''$ East 131.08 feet along said North Harbor Line to the intersection of the south line of Block 17½ as shown on the Map of West Stockton; thence North $82^{\circ} 54' 49''$ East 50.91 feet along said South line; thence North $78^{\circ} 21' 06''$ East 249.80 feet along said south line to a point on said North Harbor Line said point bearing North $83^{\circ} 19' 32''$ West 758.92 feet from Harbor Line Point No. 58; thence South $83^{\circ} 19' 32''$ East 75.70 feet along said Harbor Line to a point on the southerly boundary of Wood Island; thence South $69^{\circ} 22' 42''$ East 204.85 feet along last said southerly boundary; thence South $55^{\circ} 22' 24''$ East 150.00 feet along last said southerly boundary; thence South $86^{\circ} 12' 54''$ East 334.00 feet along last said southerly boundary; thence North $78^{\circ} 17' 06''$ East 50.00 feet along last said southerly boundary to a point bearing South $11^{\circ} 49' 34''$ East from said Harbor Line Point No. 58; thence North $11^{\circ} 49' 34''$ West 19.74 feet; thence North $78^{\circ} 10' 59''$ East 92.03 feet; thence North $11^{\circ} 49' 34''$ West 20.22 feet; thence North $62^{\circ} 10' 59''$ East 25.99 feet; thence North $01^{\circ} 35' 01''$ West

44.88 feet to a point on said North Harbor Line; thence North 78° 24' 59" East 1,255.69 feet along said north line to Harbor Line Point No. 56; thence North 78° 24' 59" East 305.00 feet along said North line to Harbor Line Point No. 54; thence North 23° 19' 53" East 408.52 feet along said north line to Harbor Line Point No. 52, said Point No. 52 being on the southerly projection of the west line of Madison Street; thence northerly along said southerly extension of said west line of Madison Street and the west line of Madison Street to its intersection with the southeasterly extension of the northerly line of Steamboat Levee; thence northeasterly along said northerly line of Steamboat Levee to its intersection with the east line of Commerce Street; thence northerly along said east line of Commerce Street to its intersection with the south line of Fremont Street; thence easterly along the south line of said Fremont Street to its intersection with the east line of Center Street; thence southerly along said east line of Center Street to its intersection with the north line of Weber Street; thence easterly along said north line of Weber Street to its intersection with the east line of Hunter Street; thence southerly along said east line of Hunter Street to its intersection with the south line of Washington Street; thence westerly along said south line of Washington Street to its intersection with the west line of Center Street; thence southerly along said west line of Center Street to its intersection with the south line of Sonora Street; thence easterly along said south line of Sonora Street to its intersection with the west line of Sacramento Street; thence northerly along said west line of Sacramento Street to its intersection with the north line of Park Street; thence westerly along said north line of Park Street to its intersection with the west line of Yosemite Street; thence southerly along said west line of Yosemite Street and its southerly projection to Harbor Line Point No. 64 and the True Point of Beginning of the herein described project containing 464 acres, more or less.

Excepting therefrom all of Block 14, East of Center Street bounded by Main Street on the north, California Street on the east, Market Street on the South and Sutter Street on the west, said block and streets are shown on said Official Map of the City of Stockton.

Containing 640.34 acres more or less.

EXHIBIT B-1

CITY OF STOCKTON
PORT INDUSTRIAL REDEVELOPMENT AREA

All that certain area for redevelopment purposes lying within the City of Stockton, County of San Joaquin, State of California, being more particularly described as follows:

Beginning at a point marking the intersection of the centerline of Charter Way (State Highway Route 4) with the west line of Interstate Highway Route 5 said point having the coordinates of 2,164,454.1 North and 6,331,385.1 East; thence along said centerline, South 72° 00' 44" West 321.92 feet to intersection with the southerly extension of the centerline of Navy Drive; thence along the centerline of Navy Drive the following five (5) courses:

- 1) North 18° 10' 57" West 309.37 feet;
- 2) Northwesterly along a tangent curve, concave to the southwest, said curve having a radius of 238.00 feet, a central angle of 71° 02' 29", an arc length of 295.10 feet and a chord bearing North 53° 42' 12" West 276.55 feet;
- 3) North 89° 13' 26" West 2,438.97 feet;
- 4) North 89° 46' 48" West 5,423.95 feet and
- 5) Northwesterly along a non-tangent curve having a radial bearing of North 02° 13' 06" East, concave to the northeast, said curve having a radius of 1,000.00 feet, a central angle of 19° 37' 25", an arc length of 342.50 feet and a chord bearing North 77° 58' 12" West 340.83 feet to intersection with the southeasterly line of the Burlington, Northern and Santa Fe Railroad Right-of-Way;

thence along said southerly line South 78° 20' 28" West 1,500.25 feet to a point in the center of the San Joaquin River said point having the coordinates of 2,164,634.1 North and 6,321,094.2 East; thence downstream along the center of said river the following thirteen (13) courses:

- 1) North 22° 28' 24" West 400.00 feet;
- 2) North 48° 32' 07" West 900.00 feet;
- 3) North 88° 10' 20" West 650.00 feet;
- 4) South 83° 50' 58" West 1,000.00 feet;
- 5) North 47° 54' 45" West 350.00 feet;
- 6) North 37° 52' 33" West 924.87 feet;
- 7) Northeasterly along a tangent curve, concave to the east, said curve having a radius of 200.00 feet, a central angle of 108° 10' 57", an arc length of 377.63 feet and a chord bearing North 16° 12' 55" East 323.98 feet;
- 8) North 70° 18' 24" East 850.00 feet;
- 9) North 30° 17' 03" East 1,200.00 feet;
- 10) North 70° 53' 14" East 850.00 feet;
- 11) North 33° 51' 35" East 750.00 feet;
- 12) North 12° 17' 40" East 570.81 feet and
- 13) North 38° 24' 18" West 808.62 feet to a point in the center of the Stockton Deep Water Channel said point having the coordinates of 2,170,204.1 North and 6,320,131.5 East;

thence upstream along the center of said channel the following five (5) courses:

CITY OF STOCKTON PORT INDUSTRIAL REDEVELOPMENT AREA (Cont'd.)

- 1) South 84° 59' 31" East 519.68 feet;
- 2) South 89° 23' 18" East 414.41 feet;
- 3) North 87° 17' 35" East 1,292.20 feet;
- 4) North 86° 00' 57" East 1,032.64 feet and
- 5) North 85° 59' 15" East 5,460.46 feet to intersection with the westerly boundary of the existing City of Stockton West End Redevelopment Area said point having the coordinates of 2,170,669.2 North and 6,328,831.6 East;

thence along said westerly boundary South 10° 54' 20" East 184.54 feet to intersection with the northwesterly projection of the southwesterly line of Mormon Slough; thence along said westerly boundary and said southwesterly line the following four (4) courses:

- 1) South 59° 38' 13" East 2,309.87 feet along said southwesterly projection and line;
- 2) Southeasterly along a tangent curve, concave to the northeast, said curve having a radius of 580.00 feet, a central angle of 25° 00' 00", an arc length of 253.07 feet and a chord bearing South 72° 08' 13" East 251.07 feet;
- 3) South 84° 38' 13" East 286.00 feet and
- 4) Southeasterly along a non-tangent curve having a radial bearing of South 05° 21' 47" West, concave to the southwest, said curve having a radius of 140.00 feet, a central angle of 49° 23' 54", an arc length of 120.70 feet and a chord bearing South 59° 56' 16" East 117.00 feet;

ence leaving said westerly boundary and southwesterly line, crossing Interstate Highway Route 5, South 75° 41' 28" West 2,303.50 feet to intersection with a point in the southerly line of Washington Street; thence along the southerly line of Washington Street and the southwesterly line of Harbor Street the following six (6) courses:

- 1) South 78° 30' 37" West 746.21 feet;
- 2) Southwesterly along a tangent curve, concave to the southeast, said curve having a radius of 245.99 feet, a central angle of 20° 42' 06", an arc length of 88.88 feet and a chord bearing South 68° 09' 34" West 88.40 feet to point of reverse curve;
- 3) Southwesterly along said reverse curve, said curve having a radius of 305.99 feet, a central angle of 20° 41' 20", an arc length of 110.49 feet and a chord bearing South 68° 09' 11" West 109.89 feet;
- 4) South 81° 44' 00" West 67.80 feet;
- 5) Northwesterly along a non-tangent curve having a radial bearing of North 12° 39' 04" West, concave to the northeast, said curve having a radius of 1,524.95 feet, a central angle of 42° 21' 30", an arc length of 1,127.38 feet and a chord bearing North 81° 28' 19" West 1,101.89 feet and
- 6) North 58° 54' 58" West 957.34 feet;

thence leaving the southwesterly line of Harbor Street, South 78° 59' 28" West 429.40 feet to intersection with the existing City of Stockton city limits line; thence along said city limits line the following seven (7) courses:

CITY OF STOCKTON PORT INDUSTRIAL REDEVELOPMENT AREA (Cont'd.)

- 1) North 10° 14' 18" West 115.34 feet;
- 2) South 78° 08' 25" West 383.18 feet to a point on the easterly line of Ventura Avenue;
- 3) South 11° 01' 39" East 509.06 feet along said easterly line;
- 4) thence leaving said easterly line North 78° 58' 21" East 367.10 feet;
- 5) South 11° 01' 39" East 444.40 feet;
- 6) South 78° 58' 21" West 367.10 feet to a point in the easterly line of said Ventura Avenue and
- 7) South 11° 01' 39" East 725.93 feet along said easterly line;

thence leaving said city limits line and the easterly line of Ventura Avenue South 78° 56' 21" West 377.10 feet; thence South 11° 01' 39" East 111.10 feet to intersection with the northerly line of Sonora Street; thence along said northerly line North 78° 56' 21" East 377.10 feet to intersection with the easterly line of Ventura Avenue; thence along said easterly line, the northerly projection of the city limits line and the city limits line South 11° 01' 39" East 1,414.43 feet to intersection with the northwesterly line of the Burlington, Northern and Santa Fe Railroad Right-of-Way; thence along said northwesterly line the following two (2) courses:

- 1) continuing along said city limits line, North 78° 13' 54" East 2,791.38 feet and
- 2) leaving said city limits line North 78° 49' 25" East 2,496.21 feet to intersection with the centerline of Interstate Highway Route 5;

thence along said centerline the following three (3) courses:

- 1) South 04° 58' 11" East 206.45 feet;
- 2) South 07° 01' 44" East 1,090.95 feet and
- 3) South 07° 21' 46" East 1,061.25 feet to intersection with the centerline of said Charter Way (State Highway Route 4);

thence along last said centerline South 71° 43' 36" West 253.15 feet to the POINT OF BEGINNING.

The basis of this description and accompanying map is the "City of Stockton G.I.S. System Basemap", which is based upon the California Coordinate System 83, Zone 3.



Stephen R. Thumlert
Stephen R. Thumlert, P.L.S. #4334

00392-001
01\11\01

EXHIBIT B-1

CITY OF STOCKTON
ROUGH AND READY ISLAND
REVISED REDEVELOPMENT AREA

All that certain area for redevelopment purposes lying within the City of Stockton, County of San Joaquin, State of California, being more particularly described as follows:

PARCEL ONE

Beginning at a point marking the intersection of the Stockton Deep Water Channel with the centerline of the San Joaquin River, said point also being a point in the boundary of the City of Stockton Port Industrial Redevelopment area, said point having the coordinates of 2,170,204.1 North and 6,320,131.5 East; thence along the center line of the San Joaquin River and the westerly line of the said Port Industrial Redevelopment area the following six (6) courses:

- 1) South 38° 24' 18" East 808.62 feet;
- 2) South 12° 17' 40" West 570.81 feet;
- 3) South 33° 51' 35" West 750.00 feet;
- 4) South 70° 53' 14" West 850.00 feet;
- 5) South 30° 17' 03" West 1,200.00 feet and
- 6) South 70° 18' 24" West 1,050.00 feet to intersection with the centerline of Burns Cutoff;

thence along the centerline of Burns Cutoff the following twelve (12) courses:

- 1) South 29° 24' 48" West 318.79 feet;
- 2) South 28° 56' 32" West 572.27 feet;
- 3) South 48° 56' 58" West 246.93 feet;
- 4) WEST 248.29 feet;
- 5) North 71° 22' 38" West 418.20 feet;
- 6) North 84° 17' 44" West 143.96 feet;
- 7) South 65° 24' 01" West 252.07 feet;
- 8) South 53° 21' 21" West 279.69 feet;
- 9) South 88° 05' 01" West 160.98 feet;
- 10) North 66° 57' 58" West 1,011.75 feet;
- 11) North 49° 58' 53" West 430.20 feet and
- 12) South 87° 47' 41" West 162.58 feet to intersection with the northerly projection of the easterly line of Daggett Road and the City limits line of the City of Stockton, said point having the coordinates of 2,166,317.8 North and 6,314,252.5 East;

thence continuing along the centerline of said Burns Cutoff and the City limits line of the City of Stockton the following sixty nine (69) courses:

- 1) South 64° 43' 28" West 327.89 feet;

- 2) South 88° 43' 53" West 214.55 feet;
- 3) North 62° 21' 35" West 107.24 feet;
- 4) North 45° 55' 29" West 208.08 feet;
- 5) North 76° 47' 16" West 202.36 feet;
- 6) South 74° 15' 00" West 332.48 feet;
- 7) South 82° 59' 50" West 174.30 feet;
- 8) South 78° 03' 21" West 332.19 feet;
- 9) North 86° 17' 32" West 367.27 feet;
- 10) North 78° 52' 37" West 300.65 feet;
- 11) North 49° 01' 09" West 249.69 feet;
- 12) North 33° 59' 33" West 210.16 feet;
- 13) North 69° 39' 28" West 470.33 feet;
- 14) North 33° 10' 30" West 262.25 feet;
- 15) North 23° 05' 43" West 127.47 feet;
- 16) North 55° 54' 31" West 247.54 feet;
- 17) North 64° 46' 44" West 381.35 feet;
- 18) North 59° 03' 09" West 152.16 feet;
- 19) North 44° 33' 57" West 93.34 feet;
- 20) North 06° 40' 05" West 120.57 feet;
- 21) North 04° 24' 27" East 123.62 feet;
- 22) North 23° 05' 00" East 244.85 feet;
- 23) North 15° 37' 20" East 109.55 feet;
- 24) North 05° 24' 50" East 153.69 feet;
- 25) North 06° 14' 21" West 78.21 feet;
- 26) North 07° 21' 09" West 46.89 feet;
- 27) North 28° 48' 01" West 120.39 feet;
- 28) North 47° 33' 30" West 281.18 feet;
- 29) North 62° 48' 12" West 466.58 feet;
- 30) North 70° 21' 18" West 437.99 feet;
- 31) North 74° 17' 13" West 397.87 feet;
- 32) North 58° 56' 42" West 188.52 feet;
- 33) North 32° 05' 20" West 109.18 feet;
- 34) NORTH 124.50 feet;
- 35) North 16° 06' 51" East 466.58 feet;
- 36) North 14° 23' 52" East 518.79 feet;
- 37) North 02° 21' 28" East 255.22 feet;
- 38) North 07° 28' 38" West 161.37 feet;
- 39) North 20° 05' 30" West 180.48 feet;
- 40) North 26° 58' 25" West 141.10 feet;
- 41) North 32° 27' 25" West 243.11 feet;
- 42) North 25° 13' 48" West 63.41 feet;
- 43) North 18° 12' 07" West 136.06 feet;
- 44) North 04° 53' 22" West 170.12 feet;
- 45) North 08° 23' 22" East 195.34 feet;
- 46) North 03° 13' 34" East 257.66 feet;
- 47) North 27° 10' 13" West 190.52 feet;

- 48) North 50° 10' 14" West 349.32 feet;
- 49) North 41° 53' 11" West 479.40 feet;
- 50) North 08° 39' 43" East 345.97 feet;
- 51) North 50° 18' 12" East 568.12 feet;
- 52) North 20° 09' 29" East 326.73 feet;
- 53) North 28° 46' 15" East 156.86 feet;
- 54) North 63° 37' 46" East 197.56 feet;
- 55) EAST 220.50 feet;
- 56) South 80° 57' 54" East 286.56 feet;
- 57) South 84° 46' 40" East 233.47 feet;
- 58) North 75° 33' 46" East 242.66 feet;
- 59) North 48° 23' 50" East 155.13 feet;
- 60) North 26° 01' 55" East 132.16 feet;
- 61) North 19° 17' 02" East 112.04 feet;
- 62) North 12° 26' 06" East 132.35 feet;
- 63) North 07° 44' 30" East 219.00 feet;
- 64) North 14° 39' 24" East 235.15 feet;
- 65) North 44° 16' 42" East 210.56 feet;
- 66) North 58° 21' 04" East 272.53 feet;
- 67) North 45° 16' 27" East 147.79 feet;
- 68) North 31° 59' 08" East 153.86 feet and
- 69) North 48° 43' 47" East 127.73 feet;

thence leaving said City limits line, along the northeasterly extension of the centerline of Burns Cutoff, North 48° 43' 47" East 348.48 feet to intersection with the centerline of the Stockton Deep Water Channel said point having the coordinates of 2,175,925.9 North and 6,310,911.9 East; thence along said centerline of the Stockton Deep Water Channel South 34° 37' 00" East 125.85 feet to intersection with the City limits line of the City of Stockton; thence continuing along said centerline and the said City limits line the following eleven (11) courses:

- 1) South 34° 37' 00" East 603.05 feet;
- 2) South 44° 55' 33" East 683.24 feet;
- 3) South 47° 52' 10" East 653.30 feet;
- 4) South 49° 10' 02" East 503.55 feet;
- 5) South 43° 44' 47" East 420.12 feet;
- 6) South 39° 26' 23" East 395.90 feet;
- 7) South 41° 39' 53" East 227.90 feet;
- 8) South 42° 14' 44" East 614.30 feet;
- 9) South 57° 10' 56" East 437.29 feet;
- 10) South 66° 23' 27" East 485.65 feet and
- 11) South 64° 36' 02" East 492.31 feet;

thence leaving the City limits line of the City of Stockton and continuing along the centerline of the Stockton Deep Water Channel South 68° 37' 29" East 5,470.06 feet to the point of beginning.

EXCEPT THEREFROM the following described parcel of land:

Beginning at point marking the intersection of the Stockton Deep Water Channel with the northeasterly projection of the easterly line of the 8.735 acre parcel as shown on the Map, filed in Book 32 of Surveys, at Page 119, San Joaquin County Records; thence along said easterly line and the easterly line of the Parcel shown on the Map filed in Book 4 of Surveys, at Page 259, San Joaquin County Records South 22° 19' 17" West 1,398.81 feet to a point in the northeasterly line of Industrial Road; thence along said northeasterly line North 67° 40' 43" West 1,000.00 feet to the southwesterly corner of the Parcel shown on the Map filed in Book 5 in Survey's, at Page 89, San Joaquin County Records; thence along the westerly line of last said Parcel North 22° 19' 71" East 1,382.29 feet to a point in the centerline of the Stockton Deep Water Channel; thence along said centerline South 68° 37' 29" East 1,014.00 feet to the point of beginning.

The basis of this description and accompanying map is the "City of Stockton G.I.S. System Base Map" which is based upon the California Coordinate System 83, Zone 3.

AREA – PARCEL ONE: 1,561 acres, more or less.



#03327
10/09/03

Michael David Jones
Michael David Jones, P.L.S. #6173
Dated: 10/09/03

EXHIBIT B-2

LEGAL DESCRIPTION OF ADDED AREA

CITY OF STOCKTON
ROUGH AND READY ISLAND
ADDITIONAL REDEVELOPMENT AREA

All the area lying within Section 8, Township 1 North, Range 6 East, Mount Diablo Base and Meridian, City of Stockton, County of San Joaquin, State of California, more particularly described as follows:

Beginning at point marking the intersection of the Stockton Deep Water Channel with the northeasterly projection of the easterly line of the 8.735 acre parcel as shown on the Map, filed in Book 32 of Surveys, at Page 119, San Joaquin County Records, said point also being a point in the boundary of the City of Stockton Rough and Ready Island Revised Redevelopment Area, said point having the coordinates of 2,170,611.15 North and 6,319,090.80 East, thence along and the Boundary Line of the Rough and Ready Island Additional Redevelopment Area, the following four (4) courses;

- 1) Along said northeasterly projection line and the easterly line of the Parcel shown on the Map filed in Book 4 of Surveys, at Page 259, San Joaquin County Records, South 22° 19' 17" West 1,398.81 feet to a point in the northeasterly line of Industrial Road;
- 2) Along said northeasterly line North 67° 40' 43" West 1,000.00 feet to the southwesterly corner of the Parcel shown on the Map filed in Book 5 in Survey's, at Page 89, San Joaquin County Records;
- 3) Along the westerly line of last said Parcel North 22° 19' 17" East 1,382.29 feet to a point in the centerline of the Stockton Deep Water Channel;
- 4) Along said centerline South 68° 37' 29" East 1,014.00 feet to said Point of Beginning.

The basis of this description and accompanying map is the "City of Stockton G.I.S. System Base Map" which is based upon the California Coordinate System 83, Zone 3.

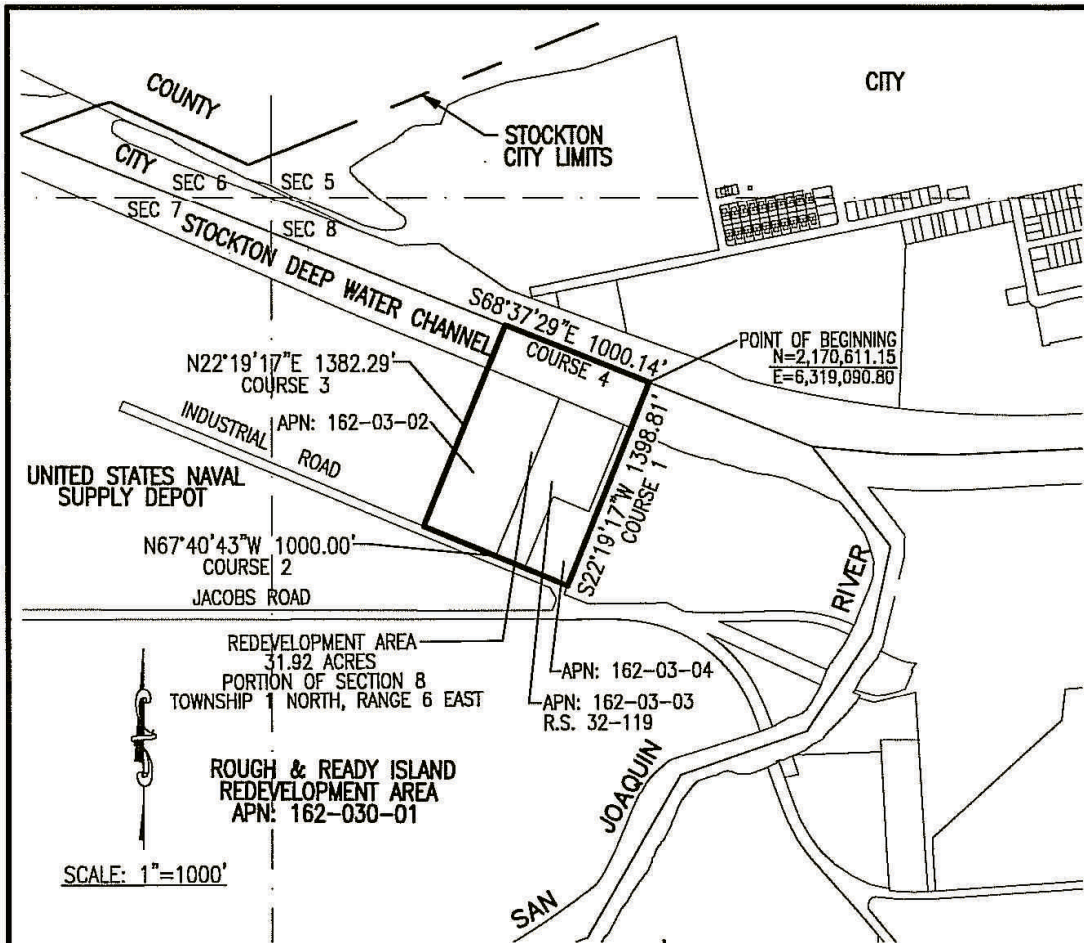
AREA – 31.92 acres, more or less.



RBW
#08122
Date Signed 3/10/08

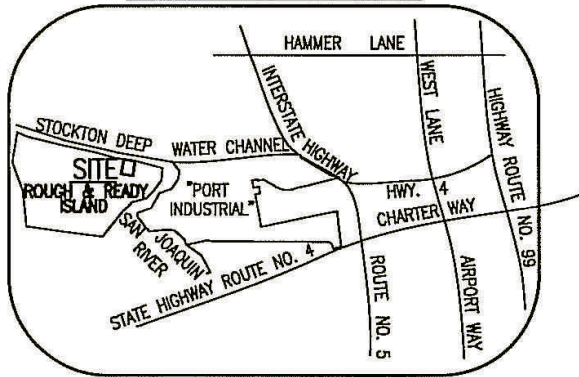
Michael David Jones
Michael David Jones, P.L.S. #6173
Expires: 03/31/10

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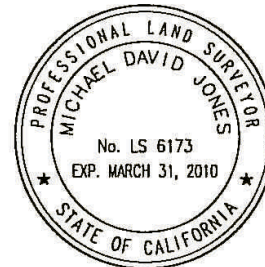
SCALE: 1"=1000'

VICINITY MAP-NO SCALE



LEGEND:

A.P.N. ASSESSOR PARCEL NUMBER
 R.S. RECORD OF SURVEY
 SEC SECTION



PREPARED BY SIEGFRIED ENGINEERING, INC.

SHEET 1 OF 1

F:\08cad\08122_rough_ready_island_survey\08122_Exhibit.dwg
04/08/08

REV. NO.	REV. DATE	REV. BY	ROUGH AND READY ISLAND REDEVELOPMENT AREA	APPROVED BY: <i>Michael David Jones</i>	
DIGITIZED				CITY OF STOCKTON REDEVELOPMENT DEPARTMENT	
DWG. BY	RBW	SCALE	DATE		
CK. BY	MDJ	1"= 1000'	8 April 2008		

EXHIBIT C

LAND USE MAP OF MERGED PROJECT AREA

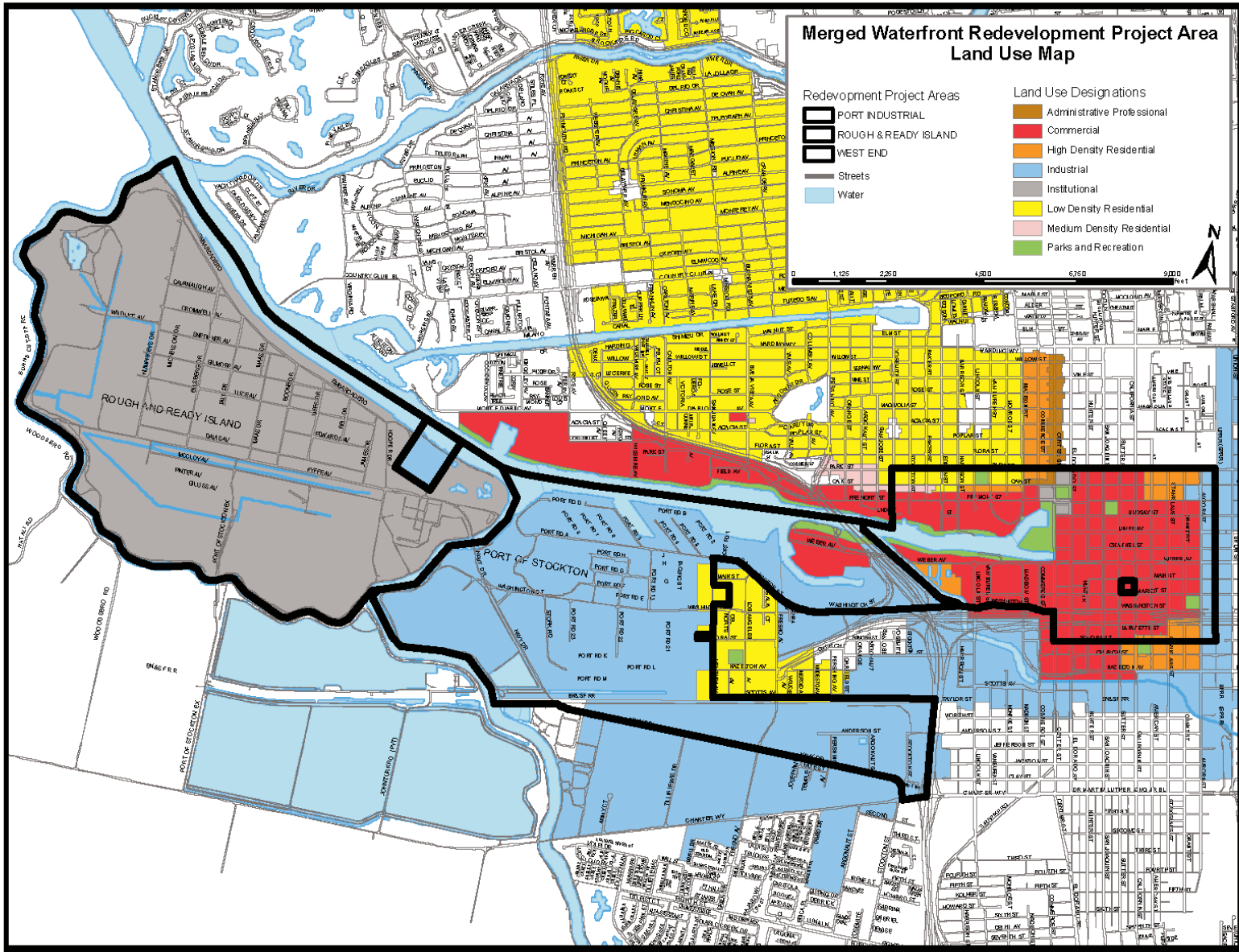


EXHIBIT D

INITIALLY PROPOSED ACTIONS AND PROJECTS

The following actions and projects are an initial compilation of proposed programs and projects that the Agency may undertake to achieve the goals and objectives of the Redevelopment Plan. These programs and projects are not listed in order of priority and may change from time to time.

Public Infrastructure Projects

Sanitary Sewer System Improvements

Regional Wastewater Control Facility Modification, Replacement, and Expansion
Sanitary Pump Station Additions/Rehabilitation/Modification
Sanitary Separation
Sanitary System Deficiency Improvements
Sanitary System Repairs
Sanitary System/Street Improvements
Sanitary Telemetry
Sludge Removal and Reuse/Disposal

Storm Drain Projects

Storm Drain Alleviation Additions/Rehabilitation/Modification
Storm Pump Station Additions/Rehabilitation/Modification
Storm System Rehabilitation/Street Improvements
Storm System Improvements
Storm Water Telemetry

Street Projects

Alley Abandonment
Railroad Spur Improvement
Street Construction/Repair/Replacement
Street Circulation Improvements
Streetscape Improvements
Street Tree Planting
Median Landscape and Hardscape Improvements
Street Signage
Steel Street Light Pole Replacement
Street Light Additions/Modification/Repair
Sidewalk, Curb, and Gutter Installation
Wheel Chair Ramps
Transit Connections
Waterfront Connections and Promenade
Traffic Signal Control System
Traffic Signal Pre-emptive Devices

Traffic Signals – Additions/Modification/Repair
Utility Under grounding
Security Camera Installation

Water Projects

Central Control System
Pipelines Project
Service System Additions
Service System Replacements
Water System Expansions
Water Transmission Mains
Water Treatment Equipment
Minor Infrastructure Improvements

Public Facilities

Roof Replacement Program
ADA Compliance
Infrastructure Improvements
Park Reconstruction and Construction
Community Center Construction, Rehabilitation and Expansion
Library Construction Repairs/Rehabilitation
Play Equipment Replacements
Recreational Facilities Construction and Reconstruction
Pedestrian Bridges
Tot Lots Full Replacements

Low and Moderate Income Housing Programs and Projects

First Time Homebuyer Program
Housing Rehabilitation/Reconstruction
Infill Housing Incentive (Fee Reduction)
Developer Assistance for new housing construction
Special Population Assistance (Emergency Repair, Assisted Living facilities)

Development Strategies and Assistance

Commercial Rehabilitation Forgivable Loan Program
Economic Development Incentives (fee deferrals)
State Office Building rehabilitation or repurpose
Environmental Site Cleanup
Site Preparation Assistance
Industrial Development Assistance

Community Facilities

Downtown Marina

Guest Boat Docks

Waterfront Promenade

Waterfront Parkspace